

# **Constitution**

## **Community Migrant Resource Centre Inc**

an Association incorporated under the  
*Associations Incorporation Act 2009* (NSW)

**Registration no: Y2365716**

**ABN 89 786 937 360**

## Contents

Part 1 – Preliminary .....	4
1 Definitions and Interpretation .....	4
2 Objects.....	6
3 Powers .....	6
4 Application of income for Objects only.....	6
5 Dissolution .....	7
Part 2 – Membership .....	8
6 Membership qualifications.....	8
7 Nomination for Membership .....	9
8 Cessation of Membership .....	10
9 Membership entitlements not transferable.....	10
10 Resignation of Membership .....	10
11 Register of Members .....	11
12 Fees and subscriptions .....	12
13 Members' liabilities .....	12
14 Resolution of internal disputes .....	12
15 Disciplining of Members .....	13
Part 3 – The Board of Management.....	15
16 Powers of the Board of Management .....	15
17 Constitution and Membership .....	15
18 Election of Board of Management.....	16

19	Executive Board of Management .....	17
20	Vacancy of Board of Management Member .....	19
21	Removal of Board of Management Member .....	19
22	Employees .....	20
23	Meetings and quorum .....	20
24	Delegation by Board of Management to sub-Board of Management .....	22
25	Voting and decisions .....	23
	Part 4 – General Meeting .....	23
26	Annual General Meetings .....	23
27	Business at Annual General Meetings .....	24
28	Calling of Special General Meetings .....	24
29	Notice .....	25
30	Procedure .....	26
31	Chairperson of General Meeting .....	27
32	Making of decisions .....	27
	Part 5 – Miscellaneous .....	29
33	Insurance .....	29
34	Source of Funds .....	29
35	Management of Funds .....	30
36	Alteration of Constitution .....	30
37	Custody of books .....	30
38	Inspection of books .....	30

39	Service of notices .....	30
	Appendix 1.....	32
	Appendix 2.....	33
	Appendix 3 .....	34

## Part 1 – Preliminary

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### 1 Definitions and Interpretation

#### 1.1 Definitions

In this Constitution:

**Act** means the Associations Incorporation Act 2009 (NSW).

**Annual General Meeting** means a General Meeting required to be held annually as provided by clause 26.

**Association** means Community Migrant Resource Centre Inc (ABN 89 786 937 360) being an incorporated association described in this Constitution and established under the Act.

**Board of Management** means the governing body of the Association with powers as provided by clause 16.

**Director-General** means the Director-General of the Office of Fair Trading.

**Financial Year** means the Association’s accounting period of twelve months, which begins on the first day of July and ends on the last day of June each year.

**General Meeting** means a meeting of Members.

**Member** means a person admitted as a member of the Association under clause 7.

**Permitted Appointment** means:

- (a) the appointment of a person who is already an employee as a Member of the Board of Management or other officer of the Association; or

- (b) the appointment of a person who is already a Board of Management member, officer or Member of the Association as an employee of the Association;

in circumstances which satisfy all of the following requirements:

- (c) the terms of employment have been approved by a resolution of the Board of Management; and
- (d) only one person at any time is both:
  - (i) a member of the Board of Management or other officer of the Association; and
  - (ii) an employee of the Association; and
- (e) the appointment is permitted by, or not in contravention of, any applicable law.

**Public Officer** means a public officer appointed by an Association's B in accordance with section 34 of the Act.

**Regulation** means the Associations Incorporation Regulation 2010 (NSW).

**Secretary** means:

- (a) the person holding office under this Constitution as Secretary of the Association, or

**Sessional Worker** means a person providing services at the Association on behalf of other organisations.

**Special General Meeting** means a General Meeting of the Association other than an Annual General Meeting.

**Vision** means the vision and mission statements set out in Appendix 2.

## 1.2 Application of Interpretation Act

The provisions of the *Interpretation Act 1987* apply to and in respect of this Constitution in the same manner as those provisions would so apply if this Constitution was an instrument made under the Act.

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## **2 Objects**

The objects for which the Association is established are to provide for the direct relief of poverty, sickness, suffering, disability or helplessness suffered by refugees, humanitarian entrants and migrants in Australia whose distress or suffering arouses compassion in the community, by:

- (a) providing direct relief through operating programs in the core areas of education, employment, counselling and legal assistance;
- (b) acting as trustee and to perform and discharge the duties and functions incidental thereto where this is incidental or conducive to the attainment of these objects; and
- (c) doing such things as are incidental or ancillary to the attainment of these objects.

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## **3 Powers**

The Association has the legal capacity and powers of an individual and also has all the powers of a body corporate under the Act.

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## **4 Application of income for Objects only**

### **4.1 Profits**

The profits (if any) or other income and the property of the Association, however derived:

- (a) must be applied solely towards the promotion of the objects of the Association as set out in clause 2; and
- (b) may not be paid or transferred to the Members, in whole or in part, either directly or indirectly by way of dividend, bonus or otherwise.

### **4.2 Payment in good faith**

The above clause does not prevent payment in good faith to a Member, or to a firm of which a Member is a partner:

- (a) of remuneration for services to the Association;

- (b) for goods supplied in the ordinary course of business;
  - (c) of interest on money borrowed from a Member at a rate not exceeding that fixed for the purposes of this clause by the Association in a General Meeting; or
  - (d) of a reasonable rent for premises let by a Member.
- 

## **5 Dissolution**

### **5.1 Application of Property**

- (a) If any property remains on the winding up or dissolution of the Association and after satisfaction of all its debts and liabilities, that property may not be paid to or distributed among the members but must be given or transferred to some other institution in Australia:
  - (i) having objects similar to the objects of the Association;
  - (ii) whose constitution prohibits the distribution of its income and property among its members;
  - (iii) that is endorsed as a tax concessional charity where the Association is endorsed as a tax concessional charity under the *Income Tax Assessment Act 1997* (Cth); and
  - (iv) that is endorsed as a public benevolent institution where the Association is endorsed as a public benevolent institution under the *Income Tax Assessment Act 1997* (Cth).
- (b) The institution will be determined by the members at or before the time of dissolution.

### **5.2 Revocation of Australian Tax Office endorsement**

- (a) Where the Association has been endorsed as a deductible gift recipient as an organisation or in relation to a public fund under Subdivision 30-BA of the *Income Tax Assessment Act 1997* (Commonwealth) (as amended), then where:
  - (i) the Association is wound up; or
  - (ii) the fund is wound up; or

- (iii) the endorsement under Subdivision 30-BA of the *Income Tax Assessment Act 1997* (Commonwealth) is revoked;

then any surplus assets of the Association or fund remaining after payment of all liabilities must be transferred to an institution or fund that complies with clause 5.1 and is an endorsed deductible gift recipient.

- (b) Where the Association operates more than one fund for which it is a deductible gift recipient and its endorsement under Subdivision 30-BA of the *Income Tax Assessment Act 1997* is revoked only in relation to one of those funds then it may transfer any surplus assets of the fund after payment of all liabilities to any other fund for which it is endorsed as a deductible gift recipient.

## **Part 2 – Membership**

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### **6 Membership qualifications**

#### **6.1 Membership qualification**

A person is qualified to be a Member of the Association if the person is a natural person who:

- (a) is 15 years of age and over;
- (b) is in agreement with the objects and Vision of the Association;
- (c) falls within one of the categories of Membership set out in clause 6.2;
- (d) has been nominated for Membership of the Association as provided by clause 7; and
- (e) has been approved for Membership of the Association by the Board.

#### **6.2 Membership categories**

There shall be the following three categories of membership:



- (a) **Ethnic Organisation Member** – Membership under this category is open to a person who has been nominated to represent an organisation which works for the interests of a particular cultural or linguistic group and is active within the geographical region of the Association.
  - (b) **General Organisation Member** – Membership under this category is open to a person who has been nominated to represent an organisation (including a local council) which has not been set up to meet the exclusive needs of any identified cultural or language community but, in the opinion of the Board of Management, engages in activities of relevance to the objects of the Association.
  - (c) **Individual Member** – Membership under this category is open to a person who lives, works or has a demonstrated interest in the fields of law, health, education, finance or the arts.
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## **7 Nomination for Membership**

### **7.1 Nominations**

A nomination of a person for Membership of the Association:

- (a) must be made by a member of the Board of Management of the Association in writing in the form set out in Appendix 1 to this Constitution or such other form as determined by the Board; and
- (b) must be lodged with the Secretary.

### **7.2 Approval or rejection of nominations**

- (a) As soon as practicable after receiving a nomination for Membership, the Secretary must refer the nomination to the Board. The Board will determine whether to approve or to reject the nomination.
- (b) As soon as practicable after the Board makes that determination, the Secretary must:
  - (i) notify the nominee, in writing, that the Board approved or rejected the nomination (whichever is applicable); and

- (ii) if the Board approved the nomination, request the nominee to pay (within the period of 28 days after receipt by the nominee of the notification) the sum payable under this Constitution by a Member as entrance fee and annual subscription.
- (c) The Secretary must, on payment by the nominee of the amounts referred to in (b)(ii) within the period referred to in that provision, enter the nominee's name in the register of Members and, on the name being so entered, the nominee becomes a Member.

### **7.3 Number of Members**

The Association shall maintain at least five (5) Members.

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## **8 Cessation of Membership**

A person ceases to be a Member if the person:

- (a) dies; or
  - (b) resigns Membership; or
  - (c) fails to pay an annual Membership fee within three (3) months after the fee was due and payable; or
  - (d) is expelled from the Association under clause 15.
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## **9 Membership entitlements not transferable**

A right, privilege or obligation which a person has by reason of being a Member:

- (a) is not capable of being transferred or transmitted to another person; and
  - (b) terminates on cessation of the person's Membership.
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## **10 Resignation of Membership**

- (a) A Member of the Association may resign that Membership in accordance with this clause.

- (b) A Member who has paid all amounts payable by the Member to the Association in respect of the Member's membership may resign from Membership of the Association by:
    - (i) first giving to the Secretary written notice of at least one month (or such other period as the Board of Management may determine) of the Member's intention to resign; and
    - (ii) on the expiration of the period of notice, the Member ceases to be a Member.
  - (c) If a Member of the Association ceases to be a Member under clause (b), and in every other case where a Member ceases to hold membership, the Secretary must make an appropriate entry in the register of Members recording the date on which the Member ceased to be a Member.
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## **11 Register of Members**

- (a) The Secretary must establish and maintain a register of Members specifying:
  - (i) the name of the Member;
  - (ii) the address of the Member; and
  - (iii) the date on which the person became a Member.
- (b) The register of Members must be kept at the principal place of administration of the Association and must be open for inspection, free of charge, by any Member of the Association at any reasonable hour, by prior arrangement of one week notice given in advance to the Public Officer.
- (c) A Member of the Association may obtain a copy of any part of the register on payment of a fee of \$1 for each page copied or, if some other amount is determined by the Board of Management, that other amount.

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## **12 Fees and subscriptions**

- (a) A Member of the Association must, on admission to Membership, pay to the Association a fee of \$1 or, if some other amount is determined by the Board of Management, that other amount.
- (b) In addition to any amount payable by the Member under clause (a), a Member must pay to the Association an annual Membership fee of \$2 or, if some other amount is determined by the Board, that other amount:
  - (i) except as provided by paragraph (b), before 1 July in each calendar year; or
  - (ii) if the Member becomes a Member on or after 1 July in any calendar year – on becoming a Member and before 1 July in each succeeding calendar year.

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## **13 Members' liabilities**

The liability of a Member to contribute towards:

- (a) the payment of the debts and liabilities of the Association; or
- (b) the costs, charges and expenses of the winding up of the Association;
- (c) is limited to the amount, if any, unpaid by the Member in respect of Membership of the Association as required by clause 12.

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## **14 Resolution of internal disputes**

- (a) Disputes between Members (in their capacity as Members) of the Association, and disputes between Members and the Association, are to be resolved internally where possible before being referred to a community justice centre for mediation in accordance with the *Community Justice Centres Act 1983*.
- (b) At least seven (7) days before a mediation session is to commence, the parties are to exchange statements of the issues that are in dispute between them and supply copies to the mediator.

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## **15 Disciplining of Members**

### **15.1 Dealing with complaints**

- (a) A complaint may be made to the Board of Management by any member that a Member of the Association:
  - (i) has persistently refused or neglected to comply with a provision or provisions of this Constitution;
  - (ii) has persistently and wilfully acted in a manner prejudicial to the interests of the Association; or
  - (iii) makes statements which are inconsistent with, or contrary to, the objects of the Association.
- (b) On receiving such a complaint, the Board of Management:
  - (i) must cause notice of the complaint to be served on the Member concerned;
  - (ii) must give the Member at least fourteen (14) days from the time the notice is served within which to make submissions to the Board in connection with the complaint; and
  - (iii) must take into consideration any submissions made by the Member in connection with the complaint.
- (c) The Board of Management may, by resolution, expel the Member from the Association or suspend the Member if, after considering the complaint and any submissions made in connection with the complaint, it is satisfied that the facts alleged in the complaint have been proved.

### **15.2 Expulsion or suspension**

- (a) If the Board expels or suspends a Member, the Secretary must, within seven (7) days after the action is taken, cause written notice to be given to the Member of the action taken, of the reasons given by the Board for having taken that action and of the Member's right of appeal under clause 15.3. The Board need not give reasons for its decision.

- (b) The expulsion or suspension does not take effect:
  - (i) until the expiration of the period within which the Member is entitled to appeal against the resolution concerned; or
  - (ii) if within that period the Member exercises the right of appeal, unless and until the Association confirms the resolution under clause 15.3(e), whichever is the later.

### **15.3 Right of appeal of disciplined Member**

- (a) A Member may appeal to the Association in General Meeting against a resolution of the Board of Management under clause 15, within seven (7) days after notice of the resolution is served on the Member, by lodging with the Secretary a notice to that effect.
- (b) The notice may, but need not, be accompanied by a statement of the grounds on which the Member intends to rely for the purposes of the appeal.
- (c) On receipt of a notice from a Member under clause (a), the Secretary must notify the Board of Management which is to convene a General Meeting of the Association to be held within 28 days after the date on which the Secretary received the notice.
- (d) At a General Meeting of the Association convened under clause (c):
  - (i) no business other than the question of the appeal is to be transacted; and
  - (ii) the Board and the Member must be given the opportunity to state their respective cases orally or in writing, or both; and
  - (iii) the Members present are to vote by secret ballot on the question of whether the resolution should be confirmed or revoked.
- (e) If the General Meeting passes a special resolution in favour of the confirmation of the resolution, the resolution is confirmed.

## **Part 3 – The Board of Management**

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### **16 Powers of the Board of Management**

Subject to the Act, the Regulation and this Constitution and to any resolution passed by the Association in General Meeting, the Board:

- (a) is to control and manage the affairs of the Association;
- (b) may exercise all such functions as may be exercised by the Association, other than those functions that are required by this Constitution to be exercised by a General Meeting of Members; and
- (c) has power to perform all such acts and do all such things as appear to the Board to be necessary or desirable for the proper management of the affairs of the Association.
- (d) Local Councils can be co-opted as officio members of the Board.

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### **17 Constitution and Membership**

- (a) The Board shall comprised of five (5) Members from each category of Membership set out in clause 6.2, elected by the Members at the Annual General Meeting of the Association under clause 18.
- (b) The Board shall not include in its number:
  - (i) any Member who is under the age of eighteen (18);
  - (ii) any person who is a Sessional Worker; or
  - (iii) more than 2 members of the Board drawn from any one ethnic community active in catchment area of the Association<sup>1</sup>.

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<sup>1</sup> A person will be deemed to be from the same ethnic background as another person where he/she shares the same country of birth, original nationality/ethnic background or affiliation to an ethnic organisation.

- (c) In the event of a casual vacancy occurring in the Membership of the Board, the Board may appoint a Member of the Association to fill the vacancy and the Member so appointed is to hold office, subject to this Constitution, until the next election.
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## **18 Election of Board of Management**

- (a) The Board of Management is elected for 2 years term.
- (b) Nominations of candidates for election as the Board members:
  - (i) must be made in writing, signed by two (2) Members of the Association and accompanied by the written consent of the candidate (which may be endorsed on the form of the nomination); and
  - (ii) must be delivered to the Secretary at least seven (7) days before the date fixed for the holding of the Annual General Meeting at which the election is to take place.
- (c) If insufficient nominations are received to fill all vacancies on the Board, the candidates nominated are taken to be elected and further nominations are to be received at the Annual General Meeting.
- (d) If insufficient further nominations are received, any vacant positions remaining on the Board are taken to be casual vacancies.
- (e) If the number of nominations received is equal to the number of vacancies to be filled, the persons nominated are taken to be elected.
- (f) If the number of nominations received exceeds the number of vacancies to be filled, a ballot is to be held.
- (g) The ballot for the election of the Board members is to be conducted at the Annual General Meeting in such usual and proper manner as the Board may direct.



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## **19 Executive Board of Management**

### **19.1 Executive Board of Management**

The Executive Board of Management will be elected every year within fourteen (14) days of each Annual General Meeting, the Board shall elect or appoint from within its number an Executive Board of Management comprising the following positions:

- (a) Chairperson;
- (b) Deputy Chairperson;
- (c) Secretary;
- (d) Treasurer; and
- (e) Staff Liaison Officer.

Member of Executive will be elected every year from within the Board of Management and that a person can hold one position for a maximum of 3 years

### **19.2 Chairperson and Deputy Chairperson**

- (a) The Board shall elect from their number a Chairperson and Deputy Chairperson.
- (b) It is the duty of the Deputy Chairperson to
  - (i) assist the Chairperson in carrying out his/her duties and responsibilities; and
  - (ii) in the absence of the Chairperson, assume his or her position.
- (c) If a Board meeting is held and:
  - (i) a Chairperson and a Deputy Chairperson have not been elected; or
  - (ii) the Chairperson and the Deputy Chairperson are not present within ten minutes after the time appointed for the holding of the meeting or is unable or unwilling to act;

then the Board members present must elect one of their number to be a Chairperson of the meeting.

**19.2. A** Person can hold one position for a maximum of 3 consecutive years.

**19.3 Secretary**

- (a) There must be at least one Secretary who is to be appointed by the Board.
- (b) It is the duty of the Secretary to keep minutes of:
  - (i) all appointments of the Board members;
  - (ii) the names of members of the Board present at a Board meeting or a General Meeting; and
  - (iii) all proceedings at Board meetings and General Meetings.
- (c) Minutes of proceedings at a meeting must be signed by the Chairperson of the meeting or by the Chairperson of the next succeeding meeting.

**19.4 Treasurer**

- (a) There must be at least one Treasurer who is to be appointed by the Board.
- (b) It is the duty of the treasurer of the Association to ensure:
  - (i) that all money due to the Association is collected and received and that all payments authorised by the Association are made; and
  - (ii) that correct books and accounts are kept showing the financial affairs of the Association, including full details of all receipts and expenditure connected with the activities of the Association.

**19.5 Staff Liaison Officer**

It is the duty of the Staff Liaison Officer to:

- (a) act as the “middle tier” for staff grievances in situations when the staff person lodging the grievance is not satisfied with the way in which the Executive Director has handled the grievance.
- (b) at the invitation of the Executive Director, conduct annual appraisals for all staff.

**19.6 Public Officer-** is not a member of the Board.

It is a duty of the Public Officer to:

- a) As soon as practicable after being appointed as Public Officer, lodge notice with the Association of his or her address.
- b) Lodge notices to the Department of Fair Trading as appropriate

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**20 Vacancy of Board Member**

For the purposes of this Constitution, a casual vacancy in the office of a Member of the Board occurs if that person:

- (a) dies;
- (b) ceases to be a Member;
- (c) becomes an insolvent under administration within the meaning of the *Corporations Act 2001* of the Commonwealth;
- (d) resigns office by notice in writing given to the Secretary;
- (e) is removed from office under clause 21;
- (f) becomes a mentally incapacitated person;
- (g) fails to attend at least 60% of all meetings of the Board held during a financial year;
- (h) makes statements which are inconsistent with, or contrary to, the objects and Vision of the Association; or
- (i) is no longer willing or able to subscribe to the objects and Vision of the Association.

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**21 Removal of Board Member**

- (a) The Association in General Meeting may by resolution remove any Member of the Board from that office before the expiration of the Board member's term of office and may by resolution appoint another person to hold office until the expiration of the term of office of the Board member so removed.

- (b) If a Member of the Board to whom a proposed resolution referred to in clause (a) relates makes representations in writing to the Secretary or Chairperson (not exceeding a reasonable length) and requests that the representation be notified to the Members of the Association, the Secretary or the Chairperson may send a copy of the representations to each Member or, if the representations are not so sent, the Member is entitled to require that the representations be read out at the meeting at which the resolution is considered.

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## **22 Employees**

- (a) No person who is an employee of the Association may be appointed as an officer of the Association unless the appointment is a Permitted Appointment.
- (b) No officer or Member of the Association shall be appointed to any salaried office of the Association or any office of the Association paid by fees unless the appointment is a Permitted Appointment and no remuneration or other benefit in money or money's worth shall be given by the Association to any officer or Member who is not an employee, except that payments may be made to an officer or member of the Board:
  - (i) For the payment of out-of-pocket expenses incurred in carrying out the duties of a Member of the Board where the payments do not exceed an amount previously approved by the Board; or
  - (ii) For any service rendered to the Association in a professional or technical capacity, where the provision of that service has the prior approval of the Board and is on reasonable commercial terms.

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## **23 Meetings and quorum**

- (a) The Board must meet at least three (3) times in each period of twelve (12) months at such place and time as the Board may determine.
- (b) Additional meetings of the Board may be convened by the Chairperson or by any Member of the Board.

- (c) Oral or written notice of a meeting of the Board must be given by the Secretary to each Member of the Board at least forty-eight (48) hours (or such other period as may be unanimously agreed on by the Members of the Board) before the time appointed for the holding of the meeting.
- (d) Notice of a meeting given under (c) must specify the general nature of the business to be transacted at the meeting and no business other than that business is to be transacted at the meeting, except business which the Board Members present at the meeting unanimously agree to treat as urgent business.
- (e) Unless otherwise determined in the previous meeting of the Board, five (5) Members of the Board present in person constitute a quorum for the transaction of the business of a meeting of the Board provided that the number includes at least one (1) Executive Board of Management member.
- (f) No more than two (2) Board members may join in a Board meeting by phone or video link.
- (g) No business is to be transacted by the Board unless a quorum is present and if, within half an hour of the time appointed for the meeting, a quorum is not present, the meeting is to stand adjourned to the same place and at the same hour of the same day in the following week.
- (h) At the adjourned meeting a quorum is not required, and decisions are ratified at the following Board meeting.
- (i) At a meeting of the Board:
  - (i) the Chairperson or, in the Chairperson's absence, the Deputy Chairperson is to preside; or
  - (ii) if the Chairperson and the Deputy Chairperson are absent or unwilling to act, such one of the remaining Members of the Board of Management as may be chosen by the Members present at the meeting is to preside.
- (j) Any Member of the Association may attend any meeting of the Board or any sub-Board of Management with the prior approval of the Chairperson but may not exercise a vote.

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## 24 Delegation by Board of Management to sub-Board of Management

- (a) The Board may, by instrument in writing, delegate to one or more sub-Board of Managements (consisting of such Members of the Association as the Board of Management thinks fit) the exercise of such of the functions of the Board of Management as are specified in the instrument, other than:
  - (i) this power of delegation; and
  - (ii) a function which is a duty imposed on the Board of Management by the Act or by any other law.
- (b) A function the exercise of which has been delegated to a sub-Board of Management under clause (a) may, while the delegation remains unrevoked, be exercised from time to time by the sub-Board of Management in accordance with the terms of the delegation.
- (c) A delegation under this section may be made subject to such conditions or limitations as to the exercise of any function, or as to time or circumstances, as may be specified in the instrument of delegation.
- (d) Despite any delegation under this clause, the Board of Management may continue to exercise any function delegated.
- (e) Any act:
  - (i) by a sub-Board of Management acting in the exercise of a delegation under this clause; or
  - (ii) to a sub-Board of Management by a third party in respect of a delegation under this clause;has the same force and effect as it would have if it had been done by or to the Board of Management.
- (f) The Board of Management may, by instrument in writing, revoke wholly or in part any delegation under this clause.
- (g) A sub-Board of Management may meet and adjourn as it thinks proper.

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## **25 Voting and decisions**

- (a) Questions arising at a meeting of the Board of Management or of any sub-Board of Management appointed by the Board of Management are to be determined by a majority of the votes of Members of the Board of Management or sub-Board of Management present at the meeting.
- (b) Each Member present at a meeting of the Board of Management or of any sub-Board of Management appointed by the Board of Management (including the person presiding at the meeting) is entitled to one vote.
- (c) Subject to clause 23(e), the Board of Management may act despite any vacancy on the Board of Management.
- (d) Any act:
  - (i) by the Board of Management or a sub-Board of Management; or
  - (ii) to the Board of Management or a sub-Board of Management by a third party;
- (e) In the event of an equality of votes cast for and against a question, the Chairperson of the Board of Management meeting shall have a second or casting vote.

## **Part 4 – General Meeting**

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### **26 Annual General Meetings**

- (a) The Association must, at least once in each calendar year and within the period of 6 months after the expiration of each Financial Year of the Association, convene an Annual General Meeting of its Members.
- (b) The Association must hold its first Annual General Meeting:
  - (i) within the period of eighteen (18) months after its incorporation under the Act;
  - and

- (ii) within the period of six (6) months after the expiration of the first Financial Year of the Association.
  - (c) Clauses (a) and (b) have effect subject to any extension or permission granted by the Director-General.
  - (d) The Annual General Meeting of the Association is, subject to the Act and to Clause 26, to be convened on such date and at such place and time as the Board of Management thinks fit.
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## **27 Business at Annual General Meetings**

- (a) In addition to any other business which may be transacted at an Annual General Meeting, the business of an Annual General Meeting is to include the following:
    - (i) to confirm the minutes of the last preceding Annual General Meeting and of any Special General Meeting held since that meeting;
    - (ii) to receive from the Board of Management reports on the activities of the Association during the last preceding Financial Year;
    - (iii) to elect the Board of Management members; and
    - (iv) to receive and consider the financial statement which is required to be submitted to Members under the Act.
  - (b) An Annual General Meeting must be specified as such in the notice convening it.
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## **28 Calling of Special General Meetings**

- (a) The Board of Management may, whenever it thinks fit, convene a Special General Meeting of the Association.
- (b) The Board of Management must, on the requisition in writing of at least twenty-five percent (25%) of the total number of Members, convene a Special General Meeting of the Association.
- (c) A requisition of Members for a Special General Meeting:



- (i) must state the purpose or purposes of the meetings;
  - (ii) must be signed by the Members making the requisition;
  - (iii) must be lodged with the Secretary; and
  - (iv) may consist of several documents in a similar form, each signed by one or more of the Members making the requisition.
- (d) If the Board of Management fails to convene a Special General Meeting to be held within one (1) month after that date on which a requisition of Members for the meeting is lodged with the Secretary, any one or more of the Members who made the requisition may convene a Special General Meeting to be held not later than three (3) months after that date.
- (e) A Special General Meeting convened by a Member as referred to in (d) must be convened as nearly as is practicable in the same manner as General Meetings.

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## **29 Notice**

- (a) Except where the nature of the business proposed to be dealt with at a General Meeting requires a special resolution of the Association, the Secretary must, at least fourteen (14) days before the date fixed for the holding of the General Meeting, give a notice to each Member specifying the place, date and time of the meeting and the nature of the business proposed to be transacted at the meeting.
- (b) Where the nature of the business proposed to be dealt with at a General Meeting requires a special resolution of the Association, the Secretary must, at least twenty-one (21) days before the date fixed for the holding of the General Meeting, cause notice to be given to each Member specifying, in addition to the matter required under (a), the intention to propose the resolution as a special resolution.
- (c) No business other than that specified in the notice convening a General Meeting is to be transacted at the meeting except, in the case of an Annual General Meeting, business which may be transacted under clause 27(a).

- (d) A Member desiring to bring any business before a General Meeting may give notice in writing of that business to the Secretary who must include that business in the next notice calling a General Meeting given after receipt of the notice from the Member.
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## **30 Procedure**

### **30.1 Requirement for a quorum**

- (a) No item of business is to be transacted at a General Meeting unless a quorum of Members entitled under this Constitution to vote is present during the time the meeting is considering that item.
- (b) 5%, of membership, being a minimum five (5) Members present in person (being Members entitled under this Constitution to vote at a General Meeting) constitute a quorum for the transaction of the business of a General Meeting.
- (c) If within half an hour after the appointed time for the commencement of a General Meeting a quorum is not present, the meeting:
  - (i) if convened on the requisition of Members, is to be dissolved; and
  - (ii) in any other case, is to stand adjourned to the same day in the following week at the same time and (unless another place is specified at the time of the adjournment by the person presiding at the meeting or communicated by written notice to Members given before the day to which the meeting is adjourned) at the same place.

### **30.2 Adjournment**

- (a) The Chairperson of a General Meeting at which a quorum is present may, with the consent of the majority of Members present at the meeting, adjourn the meeting from time to time and place to place, but no business is to be transacted at an adjourned meeting other than the business left unfinished at the meeting at which the adjournment took place.

- (b) If a General Meeting is adjourned for fourteen (14) days or more, the Secretary must give written or oral notice of the adjourned meeting to each Member stating the place, date and time of the meeting and the nature of the business to be transacted at the meeting.
  - (c) Except as provided in clauses 30.2 (a) and 30.2(b), notice of an adjournment of a General Meeting or of the business to be transacted at an adjourned meeting is not required to be given.
  - (d) If at the adjourned meeting a quorum is not present within half an hour after the time appointed for the commencement of the meeting, the Members present (being at least five (5)) is to constitute a quorum.
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### **31 Chairperson of General Meeting**

- (a) The Chairperson elected under clause 19 is to preside at each General Meeting of the Association.
  - (b) If the Chairperson and the Deputy Chairperson is absent or unwilling to act, the Members present must elect one of their number to preside as Chairperson at the meeting.
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### **32 Making of decisions**

#### **32.1 Voting**

- (a) On any question arising at a General Meeting of the Association each Member has one (1) vote only.
- (b) All votes must be given personally or by proxy as per the proxy form appendix 3.
- (c) In the case of an equality of votes on a question at a General Meeting, the Chairperson of the meeting is not entitled to exercise a second or casting vote and the resolution consequently fails.
- (d) A Member is not entitled to vote at any General Meeting of the Association unless all money due and payable by the Member to the Association has been paid, other than the amount of the annual subscription payable in respect of the then current year.

### **32.2 Voting on show of hands**

- (a) A question arising at a General Meeting of the Association is to be determined on a show of hands unless a poll is demanded.
- (b) Unless before or on the declaration of the show of hands a poll is demanded, a declaration by the Chairperson that a resolution has, on a show of hands, been carried or carried unanimously or carried by a particular majority or lost, or an entry to that effect in the minute book of the Association, is evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against that resolution.

### **32.3 Voting by poll**

- (a) At a General Meeting of the Association, a poll may be demanded by the Chairperson or by at least three (3) Members present in person at the meeting.
- (b) If a poll is demanded at a General Meeting, the poll must be taken:
  - (i) immediately in the case of a poll which relates to the election of the Chairperson of the meeting or to the question of an adjournment; or
  - (ii) in any other case, in such manner and at such time before the close of the meeting as the Chairperson directs, and the resolution of the poll on the matter is taken to be the resolution of the meeting on that matter.

### **32.4 Postal ballots**

- (a) The Association may hold a postal ballot to determine any issue or proposal (other than an appeal under clause 15.3).
- (b) A postal ballot is to be conducted in accordance with Schedule 3 to the Regulation

### **32.5 Special resolution**

A resolution of the Association is a special resolution:

- (a) if it is passed by a majority which comprises at least three-quarters of such Members as, being entitled under this Constitution so to do, vote in person or by proxy at a General Meeting of which at least twenty-one (21) days' written notice specifying the intention to propose the resolution as a special resolution was given in accordance with clause 29; or
- (b) where it is made to appear to the Director-General that it is not practicable for the resolution to be passed in the manner specified in paragraph (a), if the resolution is passed in a manner specified by the Director-General.

## **Part 5 – Miscellaneous**

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### **33 Insurance**

The Association may effect and maintain insurance.

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### **34 Source of Funds**

- (a) The funds of the Association are to be derived from:
  - (i) entrance fees and annual subscriptions of Members;
  - (ii) donations; and
  - (iii) subject to any resolution passed by the Association in General Meeting, such other sources as the Board of Management determines.
- (b) All money received by the Association must be deposited as soon as practicable and without deduction to the credit of the Association's bank account.
- (c) The Association must, as soon as practicable after receiving any money, issue an appropriate receipt.

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### **35 Management of Funds**

- (a) Subject to any resolution passed by the Association in General Meeting, the funds of the Association are to be used in pursuance of the objects of the Association in such manner as the Board of Management determines.
- (b) All cheques, drafts, bills of exchange, promissory notes and other negotiable instruments must be signed by any two (2) the Board of Management members or employees of the Association, being Board of Management members or employees authorised to do so by the Board of Management.

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### **36 Alteration of Constitution**

This Constitution may be altered, rescinded or added to only by a special resolution of the Association.

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### **37 Custody of books**

Except as otherwise provided by this Constitution, the Public Officer must keep in his or her custody or under his or her control all records, books and other documents relating to the Association.

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### **38 Inspection of books**

The records, books and other documents of the Association must be open to inspection, free of charge, by a Member of the Association at any reasonable hour with reasonable notice to Public Officer.

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### **39 Service of notices**

- (a) For the purpose of this Constitution, a notice may be served on or given to a person:
  - (i) by delivering it to the person personally;
  - (ii) by sending it by pre-paid post to the address of the person; or

- (iii) by sending it by facsimile transmission or some other form of electronic transmission to an address specified by the person for giving or serving the notice.
- (b) For the purpose of this Constitution, a notice is taken, unless the contrary is proved, to have been given or served:
  - (i) in the case of a notice given or served personally, on the date on which it is received by the addressee; and
  - (ii) in the case of a notice sent by pre-paid post, on the date when it would have been delivered in the ordinary course of post; and
  - (iii) in the case of a notice sent by facsimile transmission or some other form of electronic transmission, on the date it was sent, or if the machine from which the transmission was sent produces a report indicating that the notice was sent on a later date, on that date.





## Appendix 2

### ***VISION:***

A just, equal and inclusive society where individuals are valued, contributing, and self-sufficient members of the Australian community.

### ***MISSION:***

To provide high quality services, settlement information, support and advocacy to migrants and refugees in order to facilitate successful integration into the wider community.

### **CORE VALUES:**

- **A Bias for Action:** We choose to act quickly and proactively in everything we do with a clear and unambiguous focus on serving our clients and meeting their needs.
- **Accountability:** We will be accountable in all our dealings with our stakeholders.
- **Empowered Self-Determination:** We will build the capacity of migrants, refugees and newly arrived communities to move towards a position of self-determination.
- **Excellence:** We will provide programs and services that provide the optimum outcomes for our stakeholders and communities.
- **Financial Sustainability:** We will maintain a financial management system that has as its goal the long term financial sustainability of the Centre.
- **Inclusiveness:** We are inclusive of all cultures and communities ensuring access and equity for all.
- **Integrity:** We work within a framework of professionalism, teamwork, confidentiality and trust.
- **Leadership:** We will provide strong leadership to the community services sector, our stakeholders and staff.
- **Partnerships:** As a dedicated team we will work collaboratively with all stakeholders, effectively facilitating change in people's lives that result in quality outcomes for all concerned.

Appendix 3

**APPOINTMENT OF PROXY**

I, \_\_\_\_\_  
(full name of member)

of \_\_\_\_\_  
(address of member)

being a current financial member of Community Migrant Resource Centre Inc hereby  
appoint \_\_\_\_\_  
(full name of proxy)

who is also a current financial member of this association, to act as my proxy to vote on  
my behalf at the ANNUAL GENERAL meeting of the Association to be held on  
\_\_\_\_\_.

My proxy is authorised to vote in favour OF/ AGAINST (delete as appropriate) the  
following resolution:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
(Signature of Member Appointing Proxy)

\_\_\_\_\_  
(Date)

*Proxy has to be lodged to Community Migrant Resource Centre  
no later than \_\_\_\_\_*