



**NULSEN HAVEN ASSOCIATION (Inc)**

**CONSTITUTION**

**As ratified at the Annual General Meeting  
held on**

**26<sup>TH</sup> October 2017**

## CONTENTS

1	NAME .....	1
2	BACKGROUND.....	1
3	DEFINITIONS AND INTERPRETATION .....	1
4	STATEMENT OF GOVERNING PRINCIPLES.....	4
5	OBJECTS.....	4
6	POWERS .....	5
7	MEMBERSHIP .....	6
8	TERM OF MEMBERSHIP / SUBSCRIPTIONS.....	7
9	REGISTER OF MEMBERS .....	8
10	TERMINATION OF MEMBERSHIP.....	8
11	EXPULSION OF MEMBER .....	8
12	REFUSAL OF APPLICATIONS FOR MEMBERSHIP .....	9
13	MANAGEMENT .....	9
14	THE BOARD OF DIRECTORS .....	9
15	ELECTION AND RETIREMENT OF DIRECTORS OF THE BOARD OF MANAGEMENT...	11
16	CASUAL VACANCIES IN MEMBERSHIP OF THE BOARD .....	12
17	TERMINATION.....	13
18	COMMITTEES .....	13
19	CHIEF EXECUTIVE OFFICER .....	13
20	MEETINGS.....	14
21	ADJOURNMENT OF MEETINGS.....	15
22	EVIDENCE OF PROCEEDINGS OF MEETINGS: .....	15
23	QUORUM.....	16
24	VOTING.....	16
25	PROCEDURE AT MEETINGS .....	16
26	REPRESENTATION AT MEETINGS .....	17
27	SEAL.....	17
28	TRUSTEES AND SEALHOLDERS .....	17
29	ALTERATION OF CONSTITUTION .....	17
30	AMALGAMATION.....	18
31	AUDITOR.....	18
32	INDEMNITIES.....	18
33	DISPUTES AND MEDIATION.....	19
34	INSPECTION OF RECORDS, ETC. OF ASSOCIATION .....	20
35	DISTRIBUTION OF SURPLUS PROPERTY ON WINDING UP OF ASSOCIATION .....	20
36	PATRON .....	20

## 1 NAME

The name of the Association is Nulsen Haven Association (Inc.).

## 2 BACKGROUND

The Association was formerly known as the Mentally Incurable Children's Association and was incorporated under the "Associations Incorporation Act 1895" on the twentieth day of November 1955.

## 3 DEFINITIONS AND INTERPRETATION

### 3.1 DEFINITIONS

In this Constitution, unless the contrary intention appears:

- 3.1.1 **“Act”** means the Associations Incorporation Act 1987 (WA) and includes all statutory amendments and re-enactments of the Act for the time being in force.
- 3.1.2 **“Annual General Meeting”** means the meeting required by this Constitution to be held once in each year after the end of the Financial Year. An Annual General Meeting means a meeting to which all Members are invited.
- 3.1.3 **“Returning Officer”** means a person appointed with the responsibility to oversee the proper conduct of the election process for the appointment of Board of Directors.
- 3.1.4 **“Association”** means Nulsen Haven Association (Inc.).
- 3.1.5 **“Special Skills”** means Members elected to the Board of Directors who have relevant qualifications or experiences that further the objects of the Association.
- 3.1.6 **“Board”** means the Board of Directors elected pursuant to this Constitution.
- 3.1.7 **“Corporate Governance Charter”** means a document which outlines the Board of Directors roles, responsibilities, duties, ethics, code of conduct and purpose of Standing Sub-Committees.
- 3.1.8 **“Director”** means the person elected/appointed to the membership of the Board of Directors.
- 3.1.9 **“Chairperson”** means the person elected by the Board of Directors to carry out the duties of Chairperson as outlined in the Association’s Corporate Governance Charter.
- 3.1.10 **“Deputy Chairperson”** means person/s elected by the Board of Directors to carry out the duties of Deputy Chairperson as outlined in the Association’s Corporate Governance Charter.
- 3.1.11 **“Chief Executive Officer”** means the person appointed by the Board to carry out the overall management of the Association regardless of title.
- 3.1.12 **“Disability”** refers to a person having as a primary disability one (1) of the following conditions:
- 3.1.12.1 **Intellectual Disability** – The permanent capacity to perform cognitive tasks functions, or problem solving is significantly limited or impaired and is exhibited by more than one (1) of the following:
- a slower rate of learning;
  - disorganised patterns of learning;
  - difficulty with adaptive behaviour; and/or
  - difficulty understanding abstract concepts.
- 3.1.12.2 **Developmental Disability** – This term refers to a severe and chronic impairment, which can be attributed to one (1) or more mental or physical

impairments which will require specific and lifelong or extended care that is individually planned and coordinated, and which had an onset before the age 22, and which is likely to continue indefinitely. The condition or conditions must create substantial functional limitations in three (3) or more of the following areas of major life activity:

- self care;
- language skills;
- learning;
- personal mobility;
- self-direction;
- Potential for independent living; and
- potential for economic self-sufficiency.

3.1.12.3 **Acquired Brain Injury** – Accidental injuries to the brain that are congenital or degenerative, or to brain injuries induced by birth trauma.

3.1.12.4 **Neurological Impairment** – The capacity of the nervous system is limited or impaired with difficulties exhibited in one (1) or more of the following areas (**Includes people with Acquired Brain Injury**):

- the use of memory;
- the control and use of cognitive functioning;
- sensory and motor skills;
- speech and language skills;
- organisational skills;
- information processing;
- affect;
- social skills; or
- basic life functions.

3.1.12.5 **Mental Illness** – is a condition characterised by clinically significant disturbance of thought, mood, perception, or memory.

Such persons may also have additional physical, multiple physical disabilities, sensory or combination of the above primary definitions as a secondary condition.

3.1.13 **“Family Member”** means and includes the parent or parents, guardian or guardians and siblings of a person whom, at the time of nomination, to the Board of Directors, is receiving Direct Support from the Association.

3.1.14 **“Direct Support”** means a person receiving services from the Association that relate to their Disability.

3.1.15 **“Financial Year”** means the period commencing on 1 July in each year and ending on 30 June in the following year.

3.1.16 **“Deputy Chief Executive Officer”** means the person appointed by the Board to carry out duties in assisting the Chief Executive Officer in management of the Association.

3.1.17 **“Member”** means a member of the Association.

3.1.18 **“Office”** means the place where the business of the Association is carried on from time to time.

3.1.19 **“Extraordinary General Meeting”** means a meeting other than the Annual General Meeting to which all members are invited.

3.1.20 **“Special Resolution”** has the meaning given by the Act.

3.1.21 **“Community Housing Assets”** means:

- (a) land and/or premises transferred to the Association as a community housing provider by the Housing Authority, but does not include land or land and premises that the Housing Authority sells at market value to the Association;
- (b) land and/or premises acquired by the Association wholly or partly with funding provided by the Housing Authority, including but not limited to where such funding is comprised of:
  - (i) funding provided directly by the Housing Authority;
  - (ii) GST input tax credits claimed by the Association in connection with any supplies which are funded wholly or in part by the Housing Authority;
- (c) a legal interest in land and/or premises acquired by the Association wholly or partly with funding provided by the Housing Authority or where the acquisition is facilitated by the Housing Authority;
- (d) land and/or premises acquired by the Association wholly or in part with borrowings leveraged off or cash flow generated from any assets in the Association’s portfolio in which the Housing Authority has or had an interest;
- (e) land and/or premises where the Housing Authority is identified as having an interest in any legal agreement;
- (f) land and/or premises procured with the process of sale of land and/or premises in which the Housing Authority has previously had an interest; and
- (g) housing constructed by the Housing Authority or improvements made on land and/or premises by the Housing Authority,

provided that the Housing Authority has a legal interest in any such land/or premises by way of legal agreement between the Housing Authority and the Association.

3.1.22 **“Housing Authority”** means the Housing Authority as defined in the *Housing Act 1980* (WA) as amended.

3.1.23 **“Deductible Gift Recipient”** means an institution, fund, authority or any other entity that is endorsed as a deductible gift recipient by the Commissioner under Division 30 of the ITAA97 or is a specifically listed deductible gift recipient under Division 30 of the ITAA97.

3.1.24 **“Commissioner”** means the Commissioner of Taxation, a Second Commissioner of Taxation or a Deputy Commissioner of Taxation for the purposes of the ITAA97.

3.1.25 **“ITAA97”** means the *Income Tax Assessment Act 1997* (Cth).

3.1.26 **“Registered Public Benevolent Institution”** means has the meaning contained in section 995(1) of the ITAA97.

## 3.2 INTERPRETATIONS

In this Constitution, unless the contrary intention appears:

3.2.1 The singular includes the plural and the masculine the feminine and vice versa.

3.2.2 Words importing persons include corporations and firms. Writing includes printing, electronic texts, type-writing or partly in one and partly in another.

- 3.2.3 The Board will have the sole right of determining the interpretation of this Constitution and any by-laws made under this Constitution and their decision will be binding on all Members.

#### **4 STATEMENT OF GOVERNING PRINCIPLES**

- 4.1** The Association believes that people with disabilities are human beings with the inherent right to dignity and respect. They have the same rights to opportunities for growth, development and the pursuit of their aspirations as other citizens of Australia. They may have needs for additional support and education to enable them to fully exercise those rights and responsibilities. The Association agrees with the principles and objectives of the Disability Services Act 1986.
- 4.2** The Association believes that a valued quality of life includes people participating in the community; gaining respect, enjoying meaningful relationships, developing and applying their competencies, exercising their choices and having opportunities for self expression.
- 4.3** The Association is committed to safeguarding and advocating for the social, physical, financial and emotional well-being of people with disabilities.
- 4.4** Services for people with disabilities must be flexible, responsive and based on an appreciation of their universal, individual and changing needs. This appreciation should emerge from a personal knowledge of the people and the close involvement of others who are important in their lives. Based on this appreciation the Association has an on-going commitment to the people who use its services.
- 4.5** The Association's services will enable individual persons with disabilities to achieve and maintain a meaningful and valued personal involvement in activities, places and relationships within the community.
- 4.6** The Association will tailor its service structure and supports to ensure it will provide a quality of service which comes from close personal relationships and a focus on individual needs.
- 4.7** The Association believes it is accountable primarily for the people to whom its services are provided and then to other important stakeholders including families, staff, friends, advocates, funding organisations, other people with disabilities and the wider community.
- 4.8** The participation of all stakeholders will be actively encouraged in order to provide opportunities to develop and maintain valued relationships and to strengthen the Association through their contribution and influence.
- 4.9** The Association believes that its policies and practices should reflect its responsibilities to promote a community which accepts people with disabilities as valued members.
- 4.10** The Association believes that the needs of people with disabilities are addressed better by staff who have the skills and commitment to enhance the dignity and independence of people with disabilities and who support the Statement of Governing Principles and objects of the Association as detailed in this Constitution.

#### **5 OBJECTS**

The objects for which the Association is established are to exist for the benefit of the public and have a sole purpose that is a charitable purpose under law which:

- 5.1** enables people with disabilities to achieve and maintain a valued quality of life as part of an accepting community/society.
- 5.2** provides or arranges services, (special or general) that support and enhance the health and wellbeing, education, personal development and accommodation requirements of people with disabilities.
- 5.3** collects, collates and disseminates information on people with disabilities that contributes to research and future service development. Such information must not be in breach of any State/Federal Privacy Legislation.
- 5.4** promotes, fosters and furthers its Vision and Mission Statement and the Statement of Governing Principles which is enshrined in this Constitution.

- 5.5** provides and invests in service initiatives that have benefit to the general community, contributes to a civil society and that in doing so further the objectives of the Association in integrating and supporting people with disabilities into mainstream society.
- 5.6** generates income to support service initiatives.
- 5.7** the property and income of the Association must be applied solely towards the promotion of the Association's objects and no part of that property or income may be paid or otherwise distributed, directly or indirectly, to Members, except in good faith in the promotion of these objects.

## **6 POWERS**

In addition to the powers conferred on the Association pursuant to of the Act, the Association may:

- 6.1** borrow or raise money in pursuit of its objects whether by the collection of funds, acceptance of subscriptions and solicitation of donations of cash, real or personal property or otherwise, and by mortgaging or charging the property of the Association or any part thereof.
- 6.2** invest any monies of the Association not immediately required on any security authorised by law for the investment. Manage, invest and expend all monies, properties and assets belonging to the Association.
- 6.3** act as trustee and accept and hold real and personal property on trust, and apply for and hold any licence required to hold such property on trust, but the Association does not have power to do any act or thing as trustee that, if done otherwise than as a trustee, would contravene the Act or this Constitution.
- 6.4** rent purchase or otherwise acquire land or legal or equitable interest therein and build and maintain any building or buildings with all necessary suitable equipment and facilities in order to conduct services that are in accordance with the objects of the Association's Constitution.
- 6.5** rent, purchase or otherwise acquire, provide, establish and endow all necessary furniture, instruments and equipment, in order to conduct services that are in accordance with the objects of the Association's Constitution.
- 6.6** enter into arrangements with any government authority, entity or persons that may seem conducive to the Statement of Governing Principles contained in rule 4 and objects of the Association or any of them, and obtain from any such government authority, entity or persons, any rights, privileges or concessions and carry out, exercise or comply with any such rights, privileges and concessions.
- 6.7** promote, establish, affiliate or subscribe to or donate to or become a Member of and co-operate with any other Association, entity, society or body of persons whose Statement of Governing Principles and objects are altogether or in part consistent with this Association whether in the Commonwealth or elsewhere.
- 6.8** undertake fundraising activities of whatever description and accept gifts of every kind and description whether subject to any trust or limitation or for any special purpose including donations made to or collected or received by others on its behalf and acknowledge all those gifts.
- 6.9** insure any insurable property of the Association and pay any premiums on such policies which may from time to time be required.
- 6.10** contract, associate or co-operate with or assist any person or body corporate with any trust or other fund and to execute, make and enter into any trust or other deed, instrument, guarantee or declaration and vary, amend or revoke the same by deed, instrument or otherwise.
- 6.11** institute and defend proceedings at law to the final determination thereof.

- 6.12 compromise and settle all matters arising in relation to the Association or with which it is concerned.
- 6.13 enter into possession and continue in possession of the whole or any part of the assets of the Association and manage and/or superintend the management of the same and generally, exercise all powers and authorities and discretions as the Association may lawfully exercise.
- 6.14 employ managers, agents, advisors, lawyers, accountants or other persons or companies in the execution of the objects, purposes and powers of the Association from time to time and pay all sums, fees, salaries, commissions, emoluments and expenses as the Association considers reasonable to those persons.
- 6.15 transact any business or do any act required to be done in connection with the administration of the assets of the Association including the receipt of payment of money.
- 6.16 exercise or concur in exercising in any manner as the Association determines the noting and other rights attaching to any securities for the time being held by the Association.
- 6.17 permit any assets of the Association to be held or registered in the name of any nominee or trustee and deposit securities, deeds and other documents belonging to the Association with any bank whether as security or for safe keeping.
- 6.18 enter into any other contract it considers necessary or desirable.
- 6.19 affiliate and associate with other associations having the same or similar objects as the Association.
- 6.20 do all such other things as are conducive or incidental to the attainment of the objects and purposes of the Association.

## 7 MEMBERSHIP

### 7.1 Categories of Membership

Membership of the Association will be available under the following categories:

- 7.1.1 **General Member** Any individual aged 16 years or over, who is not currently a paid employee of the Association.
- 7.1.2 **Junior Member** Any individual aged less than 16 years who is not currently a paid employee of the Association.
- 7.1.3 **Family Member** Any family group consisting of a maximum of two (2) adults and any number of non-income earning children or dependants, none of whom is a current paid employee of the Association.
- 7.1.4 **Special Member** Any company, corporate body, organisation or individual who makes any donation to the Association exceeding \$1,000 in any one (1) year. Any individual who is a current paid Staff Member of the Association is ineligible to obtain membership in this category.
- 7.1.5 **Staff Member** Any individual who is a current paid employee of the Association.
- 7.1.6 **Life Member** Any individual, whether a Member or not, having been bestowed Life Membership by a 75% majority vote by the Board.



- 7.1.7 **Honorary Member** Any individual, whether a Member or not, having been bestowed Honorary Membership by a 75% majority vote by the Board.

**7.2 Admission to Membership**

Admission as a **General Member, Junior Member, Family Member** or **Staff Member**, is to be dependent on the following:

- 7.2.1 Meeting the criteria as detailed in the applicable category of membership.
- 7.2.2 Completion of a valid application form countersigned by a financial Member of the Association.
- 7.2.3 Payment of the annual subscription for the applicable category of membership, as set and varied by the Board from time to time.
- 7.2.4 Approval of the application for membership by a 75% majority vote by the Board.

**7.3 Admission as a Special Member** is dependent on the following:

- 7.3.1 Meeting the criteria as detailed in the applicable category of membership.
- 7.3.2 Approval of the application for membership by a 75% majority vote by the Board.

**7.4 Admission as a Life Member** is dependent on the following:

- 7.4.1 Nomination of the person for “Life Membership” by two (2) financial Members of the Association.
- 7.4.2 Approval of the application for Life Membership by a 75% majority vote by the Board.

**7.5 Admission as an Honorary Member** is dependent on the following:

- 7.5.1 Rendering by a person of honorary, professional or other services to or on behalf of the Association.
- 7.5.2 Nomination of the person for “Honorary Membership” by two (2) financial Members of the Association.
- 7.5.3 Approval of the nomination for Honorary Membership by a 75% majority vote by the Board.

**7.6** The Board must approve or reject any application for membership within sixty (60) days of its receipt of same.

**7.7** The Chief Executive Officer must notify all applicants of the outcome of their application for membership.

**8 TERM OF MEMBERSHIP / SUBSCRIPTIONS**

- 8.1** The annual term of membership will be the same as the Financial Year of the Association.
- 8.2** The Board must determine the amount of the annual subscription to be paid in respect of each category of membership prior to the commencement of each Financial Year.
- 8.3** Each Member must pay to the Chief Executive Officer, or other person nominated by the Board, within two (2) months of the commencement of a Financial Year, or such other time as the Board from time to time determines, the amount of the subscription determined under rule 8.2 in respect of the current Financial Year.
- 8.4** Subject to rule 8.5, a Member whose subscription is not paid within two (2) months after the relevant date fixed by or under rule 8.3, ceases on the expiry of that period to be a Member, unless the Board decides otherwise.
- 8.5** A person may exercise all the rights and obligations of a Member for the purposes of this Constitution if his or her subscription is paid on or before the relevant date fixed by or

under rule 8.3 within two (2) months thereafter, or other time as the Board allows.

- 8.6** A person may pay their subscription prior to the commencement of the Annual General Meeting. No membership payment will be accepted once the Annual General Meeting proceedings have commenced.

## **9 REGISTER OF MEMBERS**

- 9.1** The Chief Executive Officer or his nominee by the Board must comply with the Act by ensuring that a proper register of Members is kept showing the name and address of each Member, the day of payment of subscriptions, if any, and the category of membership.
- 9.2** On the request of a Member, the register must be made available for the inspection of the Member and the Member may make a copy of or take an extract from the register but will have no right to remove the register for that purpose.
- 9.3** The register must be so kept and maintained at the Office or other place as the Members at an Annual/Extraordinary General Meeting decide.
- 9.4** The name of a person who dies or ceases to be a Member must be deleted from the register of Members by the person responsible for its upkeep.

## **10 TERMINATION OF MEMBERSHIP**

Membership of the Association may be terminated on:

- 10.1** receipt by the Chief Executive Officer of a notice in writing from a Member of his or her resignation from the Association. That person remains liable however to pay to the Association the amount of any subscription due and payable by that person to the Association but unpaid at the date of termination;
- 10.2** non payment by a Member of his or her subscription within two (2) months of the date fixed by the Board for subscriptions to be paid; or
- 10.3** expulsion of a Member in accordance with rule 11.

## **11 EXPULSION OF MEMBER**

- 11.1.1** The Board of Directors may by resolution passed in favour reprimand, suspend or expel a Member for:
- a) Failing to comply with the Constitution or regulations; or
  - b) Conduct injurious or prejudicial to the interest of the Association.
- 11.1.2** The Board of Directors must not pass a resolution under rule 11.1 unless the Member has been:
- a) Informed in writing of what is alleged the Member has done which includes particulars of that conduct or other circumstances;
  - b) The time, date and place of the Board meeting at which the question of that suspension or expulsion will be decided; and
  - c) Given a reasonable opportunity to be heard as outlined in rule 11.4.

Not less than thirty (30) days before the date of the Board meeting referred to above.

- 11.2** At the Board meeting referred to in a notice communicated under rule 11.1.2, the Board may, having afforded the Member concerned a reasonable opportunity to be heard by, or to make representations in writing to, the Board, confirm or set aside the decision of the Board to suspend or expel the Member from membership of the

Association and must immediately after deciding whether or not to suspend or expel that Member, communicate that decision in writing to that Member.

**11.3** A Member has his or her membership suspended or ceases to be a Member fourteen (14) days after the day on which the decision to suspend or expel a Member is communicated to him or her under rule 11.1.2.

**11.4** A Member who is suspended or expelled under rule 11.1.1 must, if he or she wishes to appeal against that suspension or expulsion, give notice to the Chief Executive Officer of his or her intention to do so within the period of fourteen (14) days referred to in rule 11.3.

## **12 REFUSAL OF APPLICATIONS FOR MEMBERSHIP**

**12.1** A person whose application for membership has been refused will have any fees paid by that person refunded and will not be eligible to apply again for membership within three (3) months from the date of refusal.

**12.2** A person to whom a notice of refusal of membership is given, may, within twenty one (21) days after the receipt of the notice, apply in writing to speak to the Board to seek to have the proposed refusal of membership reviewed at the next Board meeting.

## **13 MANAGEMENT**

**13.1** Subject to sub-rule 13.2 and rule 17, the governance of the Association will be directed by the Board. The Board may exercise all such powers of the Association as are not, by statute or by this Constitution, required to be exercised by the Members in a Annual General Meeting. Members are not able to invalidate any prior act of the Board.

**13.2** The Board will appoint a person to be the Chief Executive Officer and invest in him or her such powers as are deemed necessary for him/her to carry out the management of the Association.

**13.3** The Board will also appoint the Deputy Chief Executive Officer to assist the Chief Executive Officer in the Management of the Association.

## **14 THE BOARD OF DIRECTORS**

### **14.1 Composition**

The Board will comprise of 10 full Members plus one (1) Ex Officio Member:

14.1.1 Full Members (elected as such to the Board at the Annual General Meeting):

- Not less than two (2) but no more than four (4) Family Members; and
- Not less than six (6) but no more than eight (8) Members elected because of their Special Skills.

14.1.2 Ex Officio Member (non-voting):

- The Chief Executive Officer.

14.1.3 The Board of management may co-opt a person/s to the Board in an advisory non-voting capacity.

14.1.4 The Association may make provision for members of the Board of Directors to receive "Sitting Fees" for their directorship subject to a motion being passed by Special Resolution of the Members at an Annual General Meeting or Extraordinary General Meeting of the Association. The resolution must include the "Time Rate" to be applied.

Sitting Fees:

- a) Chairperson: 1½ x the Time Rate.
- b) Deputy Chairperson and Directors: 1 x the Time Rate.

14.1.5 Duties:

Current and former Directors, Members and employees must not knowingly or recklessly make improper use of:

- a) Their position, or
- b) Information acquired by virtue of their position, so as:
  - i) To gain, directly or indirectly, any financial benefit or material advantage for themselves or any other person; or
  - ii) To cause a detriment to the Association.

14.1.6 Directors of the Association must:

- a) act honestly and in good faith;
- b) exercise reasonable care and diligence;
- c) ensure confidential information (non-public information) received or acquired by a Director in the course of the exercise of Directorial duties remains the property of the Association and is not disclosed to other persons not holding a Director's position within the Association; and
- d) comply with the code of conduct as outlined in the Association's Corporate Governance Charter, and participate in:
  - i) The training program, and
  - ii) Performance review, for all Directors.

## **14.2 Proceedings at Board Meetings**

- 14.2.1 The Board of Directors must meet together for the dispatch of business at times and frequencies as resolved by the Board from time to time, but not less than six (6) times in each Financial Year.
- 14.2.2 The Chairperson or at least half of the Directors of the Board may call a meeting of the Board through the Chairperson.
- 14.2.3 The Chairperson must preside at all Board meetings but in his absence, one (1) of the Deputy Chairperson, as determined by the other Directors present, must preside at the Board meeting.
- 14.2.4 Each Director of the Board will have one (1) vote at any Board meeting, which will be cast by a show of hands, or by secret ballot if so requested by any individual Director.
- 14.2.5 In the case of an equality of votes, the Chairperson or other person presiding at the Board meeting will have a casting vote.
- 14.2.6 The Ex-Officio Members will have no voting rights.
- 14.2.7 A Director (in this rule called "the Appointing Director") may appoint in writing another Director to be the proxy of the Appointing Director and to attend and vote on behalf of the Appointing Director at any Board meeting.

## **14.3 Quorum at Board Meeting**

The quorum at any Board meeting will be greater than 50% of the number of filled Directors positions.

## **14.4 Eligibility for Membership to the Board**

- 14.4.1 Employees of the Association are not eligible to be Directors.

- 14.4.2 Directors of the Board must be current financial Members of the Association and be General Members, Family Members, Special Members or Life Members. Where a Special Member is not a natural person, that Member must appoint a natural person to be its nominee for election to the Board.
- 14.4.3 Neither Junior Members nor Staff Members nor Honorary Members are eligible for election to full membership of the Board.

## **15 ELECTION AND RETIREMENT OF DIRECTORS OF THE BOARD OF MANAGEMENT**

- 15.1** Directors of the Board must be elected to membership of the Board at an Annual General Meeting or appointed under rule 16.

Nominations must:

- a) Be in writing;
  - b) Contain an undertaking that if elected the candidate will comply with the Constitution and the Governance Charter;
  - c) Be signed by the candidate, consenting to the nomination;
  - d) Be signed by 2 other Members entitled to vote, nominating the candidate; and
  - e) Be received by the Board at least 48 hours prior to the commencement of the Annual General Meeting at which the candidate's election will be considered.
- 15.2** Directors are elected for a three (3) year term of office (but may be re-elected for a second term but may not exceed six (6) years in total). The Board of Directors may, by majority vote, choose to extend the elected term of a Director for a further three (3) years beyond the six (6) year limit on the basis that the loss of their skills and contribution to the Board/Association would be to the Association's disadvantage.
  - 15.2.1 The position of Chairperson will be elected by the Directors at the first meeting post the Annual General Meeting.
  - 15.2.2 No person will be eligible to serve as Chairperson of the Association for more than six (6) consecutive years.
  - 15.2.3 The positions of two (2) Deputy Chairpersons will be elected by the Directors at the first meeting post the Annual General Meeting.
  - 15.2.4 No person will be eligible to serve as Deputy Chairperson of the Association for more than 6 consecutive years.
- 15.3** The Deputy Chief Executive Officer will, where more nominations are received than vacancies exist, prepare a ballot paper and the candidates for each position will be shown in alphabetical order.
- 15.4** The Deputy Chief Executive Officer will arrange for two (2) independent Returning Officers to determine the number of votes received by each candidate and to report to the person presiding over the meeting.
- 15.5** A Member (in this rule called "the Appointing Member") may appoint in writing in the form attached to this Constitution, another Member who is a natural person to be the proxy of the Appointing Member and to attend and vote on behalf of the Appointing Member at any Extraordinary/Annual General Meeting, including in relation to the appointment of a director.
- 15.6** Members entitled to vote and unable to attend the Annual General Meeting at which the elections will take place may make application for a postal ballot. Such ballot papers will be issued at least seven (7) days prior to the date on which the election will be held. All postal ballots will be in the hands of the Deputy Chief Executive Officer, in a sealed envelope, at least two (2) hours prior to the Annual General Meeting at which the elections will take place.

- 15.7** The candidates receiving the highest number of votes will be declared by the Chairperson or other person presiding at that meeting to be elected, except where only one (1) person is to be elected and there are an equal amount of votes, in which case the Returning Officer may use the casting vote of the Chairperson or presiding person to determine the result.
- 15.8** The Directors of the Board retiring in accordance with this Constitution will hold office until conclusion of the Annual General Meeting.
- 15.9** Election of office bearers for the Board of Directors will be conducted in the following manner.
- 15.9.1 All Directors will be invited to nominate for the positions of Chairperson and Deputy Chairperson on the Board and nomination forms will be made available.
  - 15.9.2 Nominations will require a proposer and a seconder. Only Directors will be eligible to propose and second nominations.
  - 15.9.3 Nominations must be submitted to the Chief Executive Officer on the required form no less than 18 hours before the scheduled commencement time of the Board meeting.
  - 15.9.4 The election of the positions of Chairperson and Deputy Chairpersons will be the first item of business at the first Board meeting following the Board election. The Chief Executive Officer will chair the meeting until the election of Chairperson and Deputy Chairpersons.
  - 15.9.5 If there is more than one (1) candidate for either positions of Chairperson and Deputy Chairperson, a secret ballot shall be conducted. In this situation, the Deputy Chief Executive Officer will be appointed as the Returning Officer.

## **16 CASUAL VACANCIES IN MEMBERSHIP OF THE BOARD**

- 16.1** The office of Director of the Board in any capacity will become vacant if:
- 16.1.1 At the Annual General Meeting the quota of 10 Members was not elected.
  - 16.1.2 The Director dies.
  - 16.1.3 The Director resigns in writing delivered to the Chairperson and such resignation is accepted by the Board at its next meeting, provided that the Board may at its discretion request that such resignation be withdrawn and the Director may do so.
  - 16.1.4 The Director is convicted of an offence under the Act or an indictable offence.
  - 16.1.5 The Director is permanently incapacitated by mental or physical ill health.
  - 16.1.6 The Director is the nominee of an organisation which is a Special Member, and such nomination is cancelled either expressly or by nomination of another person by the organisation by which the person was initially nominated.
  - 16.1.7 If the Members in an Extraordinary General Meeting resolve that the Director be removed from the Board, by a majority of not less than 75% of the votes of Members present and entitled to vote.
  - 16.1.8 The Director ceases to be a Member of the Association.
  - 16.1.9 The Director is absent from more than three (3) consecutive Board meetings without tendering an apology to, or obtaining approval for a leave of absence from, the Chairperson.
- 16.2** Any vacancy pursuant to rules 16.1.1 or 16.1.6 inclusive and rules 16.1.7, 16.1.8 and 16.1.9, may be filled by the Board. The person appointed to fill this vacancy will remain in office until the next Annual General Meeting, and will then be eligible for election to membership of the Board.

## **17 TERMINATION**

- 17.1** The Board may terminate the membership of any Director of the Association on the grounds of:
- 17.1.1 failure to pay a subscription or other money due to the Association;
  - 17.1.2 a breach of this Constitution; or
  - 17.1.3 any conduct injurious to the interests of the Association.
- 17.2** Before terminating the membership of any Director, the Board will give that Director written notice of the grounds of the proposed termination.
- 17.3** A Director to whom a notice of proposed termination is given may within 21 days after receipt of the notice, apply in writing to the Board to have the proposal for termination of membership reviewed at an Extraordinary General Meeting. On receipt of such an application, the Board will call an Extraordinary General Meeting at which the applicant and representatives of the Board may submit relevant information and arguments and Members present at the meeting may by majority vote confirm or quash the proposed termination of membership of the Board. If the termination is confirmed the Board may appoint another person to the vacancy on the terms set out in rule 16.2.

## **18 COMMITTEES**

- 18.1** The Board may establish committees of working parties with such membership and terms of reference as it thinks appropriate with the proviso that all committee recommendations will be subject to Board endorsement.
- 18.2** Board committees may include Members who are not Directors, however in doing so will ensure that those Members have Special Skills related to the work of the Board committee.
- 18.3** Each committee shall comprise up to four (4) Members, which includes a minimum of two (2) Directors + Ex Officio Member positions + Members with Special Skills.
- 18.4** A committee may elect a Chairperson of its meetings from one (1) of the Directors sitting on that committee.
- 18.4.1 If at any meeting the Chairperson is not present within ten (10) minutes after the time appointed for holding the meeting, the Members present may choose (1) of their numbers to be Chairperson of the meeting.
  - 18.4.2 The Chairperson of the committee will be responsible for reporting all activities and recommendations of the committee to the Board.
- 18.5** A committee may meet and adjourn as it thinks fit. Questions arising at any meeting will be determined by a majority of votes of the committee members present, and in the case of an equality of votes, the Chairperson will have a second or casting vote provided that where the number present is less than four (4), the Chairperson will not have such second or casting vote.
- 18.6** All acts done by any meeting of the Board or of a committee of the Board or by any person acting as a Member of the Board, will, notwithstanding that it is afterwards discovered that there was some defect in the appointment of any such Member or person acting as aforesaid, or that all or any of them were disqualified, be as valid as if every such Member had been duly appointed and was qualified to be a Member of the Board or committee.

## **19 CHIEF EXECUTIVE OFFICER**

The Chief Executive Officer must:

- 19.1** manage the Association in accordance with the objects of the Constitution and the rules contained herein;

- 19.2** co-ordinate the correspondence of the Association;
- 19.3** keep full and correct minutes of the proceedings of the Board, any committee and of the Association;
- 19.4** comply on behalf of the Association with:
  - 19.4.1 the Act in respect of the register of Members of the Association, as referred to in rule 9;
  - 19.4.2 the Act by keeping and maintaining in an up to date condition the Constitution of the Association and, on the request of a Member of the Association, must make available those rules for the inspection of the Member and the Member may make a copy of or take an extract from the rules but will have no right to remove the rules for that purpose; and
  - 19.4.3 the Act by maintaining a record of:
    - 19.4.3.1 the names and residential or postal addresses of the persons who hold the offices of the Association provided for by this Constitution, including all offices held by the persons who constitute the Board and person who are authorised to use the common seal of the Association under rule 28;
    - 19.4.3.2 the names and residential or postal addresses of any person who are appointed or act as trustees on behalf of the Association, and the Chief Executive Officer must, on the request of a Member of the Association, make available the record for the inspection of the Member and the Member may make a copy of or take an extract from the records but will have no right to remove the record for that purpose;
- 19.5** unless the Members resolve otherwise at an Annual/Extraordinary General Meeting, have custody of all books, documents, records and registers of the Association, including those referred to in sub-rule 19.3, other than those required by rule 19 to be kept and maintained by, or in the custody of, the Deputy Chief Executive Officer; and
- 19.6** perform other duties as are imposed by this Constitution or the Board on the Chief Executive Officer.

## **20 MEETINGS**

- 20.1** The Board:
  - 20.1.1 may at any time convene an Extraordinary General Meeting and Extraordinary General Meetings may only consider business of which notice has been given in accordance with rule 20.5);
  - 20.1.2 must convene an Annual General Meeting within the time limits provided for the holding of such meeting by the Act, that is, in every calendar year within 4 months after the end of the Association's Financial Year or such longer period as may in a particular case be allowed by the Commissioner; and
  - 20.1.3 must, within thirty (30) days of:
    - 20.1.3.1 receiving a request in writing to do so from not less than-twenty percent (20%) of voting Members, convene an Extraordinary General Meeting for the purpose specified in that request; or
    - 20.1.3.2 the Chief Executive Officer receiving a notice under rule 11.4, convene an Extraordinary General Meeting to deal with the appeal to which that notice relates.
- 20.2** The Members making a request referred to in sub-rule 20.1.3.1 must:
  - 20.2.1 state in that request the purpose for which the Extraordinary General Meeting concerned is required; and



20.2.2 sign that request.

**20.3** If an Extraordinary General Meeting is not convened within the relevant period of thirty (30) days referred to in sub-rule 20.1.3 the Members who made the request under sub-rule 20.1.3 may themselves convene an Extraordinary General Meeting as if they were the Board.

**20.4** Subject to sub-rule 20.8, the Chief Executive Officer must give to all Members not less than twenty one (21) days notice of a Extraordinary General Meeting and that notice must specify:

20.4.1 when and where the Extraordinary General Meeting concerned is to be held; and

20.4.2 particulars of the business to be transacted at the Extraordinary General Meeting concerned and of the order in which that business is to be transacted.

**20.5** Subject to sub-rule 20.8, the Chief Executive Officer must give to all Members not less than twenty one (21) days notice of an Annual General Meeting and that notice must specify:

20.5.1 when and where the Annual General Meeting is to be held; and

20.5.2 the particulars and order in which business is to be transacted, as follows:

20.5.2.1 first, the consideration of the accounts and reports of the Board;

20.5.2.2 second, the election of Directors to replace outgoing Directors; and

20.5.2.3 third, any other business requiring consideration by the Association at the Annual General Meeting.

**20.6** A Special Resolution may be moved either at an Extraordinary General Meeting or at an Annual General Meeting, however the Chief Executive Officer must give to all Members not less than twenty one (21) days notice of the meeting at which a Special Resolution is to be proposed. In addition to those matters specified in sub-rule 20.4 or 20.5, as relevant, the notice must also include the resolution to be proposed and the intention to propose the resolution as a Special Resolution.

**20.7** When a notice is sent by post or electronically (email) under sub-rule 20.8.2, sending of the notice will be deemed to be properly effected if the notice is sufficiently addressed and posted to the Member concerned by ordinary prepaid mail and will be considered to have been received by the addressee in the normal course of post. If the notice is sent by email it must have a reader receipt attached and will be considered to have also been received unless an unsuccessful delivery notification is received by the server.

**20.8** The Chief Executive Officer must give a notice under sub-rule 20.6, 20.7 or 20.8 by:

20.8.1 serving it on a Member personally; or

20.8.2 sending it by post or electronically (email) to a Member at the address of the Member appearing in the register of Members kept and maintained under rule 9.

## **21 ADJOURNMENT OF MEETINGS**

Where at any Annual/Extraordinary General Meeting, excluding a meeting of the Board, a quorum is not present within fifteen (15) minutes after the time appointed for the meeting, the meeting shall stand adjourned to such day (being within 14 days), time and place as the Chairperson shall announce at the meeting.

## **22 EVIDENCE OF PROCEEDINGS OF MEETINGS**

**22.1** Minutes of the proceedings of every meeting of the Members and of the Board and any committee will be entered and kept in a minute book and such minutes when signed and/or initialled on each page, will be conclusive evidence that the proceedings minuted therein were regular and actually took place as minuted at a meeting duly convened and held and will be binding on all Members of the Association except in the case of

committee meetings, where the deliberations and recommendations will not be binding until approved by the Board.

- 22.2** The Chairperson must ensure that the minutes taken of an Annual/Extraordinary General Meeting or committee meeting are checked and signed as correct by the Chairperson of that (or the next) Annual/Extraordinary General Meeting or committee meeting.

## **23 QUORUM**

- 23.1** The quorum at any committee meeting will be greater than 50%, of those entitled to be present and vote at such meetings.
- 23.2** The quorum at any Annual General Meeting or Extraordinary General Meeting will be fifteen (15) Members personally present.

## **24 VOTING**

Voting rights applicable to financial Members in each category of membership are as follows:

- 24.1 General Membership** - Full voting rights of one (1) vote per Member at any Extraordinary/Annual General Meeting convened under this Constitution.
- 24.2 Junior Membership** - No voting rights.
- 24.3 Family Membership** - Full voting rights of one (1) vote per adult Member at any Extraordinary/Annual General Meeting convened under this Constitution. A maximum of two (2) adult Members per family membership are entitled to vote at any one (1) meeting. Each adult Member will be counted as an individual vote.
- 24.4 Special Membership** - Full voting rights of one (1) vote per Special Membership at any Extraordinary/Annual General meeting convened under this Constitution. Where the Special Membership is held by a company, corporate body or organisation, there will be one (1) person nominated by the company, corporate body or organisation, to represent it at any Annual/Extraordinary General Meeting. Such person will have the same rights of taking part in and voting at the meeting as any other general Member.
- 24.5 Staff Membership** - No voting rights.
- 24.6 Life Membership** - Full voting rights of one (1) vote per Member at any Annual/Extraordinary General Meeting convened under this Constitution.
- 24.7 Honorary Membership** - No voting rights.
- 24.8** Any Member who has a declared pecuniary interest directly or indirectly, in any matter which is being discussed or considered by any meeting, will not take part in the discussion nor will he or she be entitled to vote on the matter unless a Special Resolution is passed that this rule will not apply in any such case.

## **25 PROCEDURE AT MEETINGS**

- 25.1** The procedure of all meetings of the Board or any committee of the Board, or at any Extraordinary/Annual General Meeting will be governed by Horsley's Meetings Procedure, Law and Practice.
- 25.2** The Chairperson must preside at all Extraordinary/Annual General Meetings or, in his absence, one (1) of the Deputy Chairperson as determined by the Members present or in

the absence of the Chairperson and both Deputy Chairperson, a Member elected by the other Members present at the Extraordinary/Annual General Meeting.

## **26 REPRESENTATION AT MEETINGS**

Any Special Member not being a natural person may be represented at any Extraordinary/Annual General Meeting by such person as will be nominated by the Special Member prior to the commencement of any Extraordinary/Annual General Meeting. Such person will have the same rights of taking part in and voting at the meeting, as though he/she were a Special Member.

## **27 SEAL**

- 27.1** The Association must have a common seal on which its corporate name appears in legible characters.
- 27.2** The Board will ensure the safe custody of the common seal.
- 27.3** The common seal will only be used by the authority of a resolution of the Board or of a committee of the Board authorised by the Board.
- 27.4** Every instrument to which the common seal is attached or affixed will be signed by two (2) of the trustees and sealholders.

## **28 TRUSTEES AND SEALHOLDERS**

The Board will appoint five (5) persons to be trustees and sealholders at its discretion. The persons holding the office of trustee and sealholder will remain in office until such time as they cease to hold that office pursuant to rule 28.1.

- 28.1** Any person holding the office of trustee and sealholder will cease to hold that office if he or she:
  - 28.1.1 is declared bankrupt under any law relating to insolvency;
  - 28.1.2 is away from Western Australia for more than six (6) months without the consent of the Board;
  - 28.1.3 is incapable of continuing in office by reason of mental illness or other reason;
  - 28.1.4 resigns his/her office in writing; or
  - 28.1.5 is removed from office by a Special Resolution of the Members in an Annual/Extraordinary General Meeting.
- 28.2** Any two (2) of the five (5) trustee and sealholder signatures will be required for the sealing of the common seal of the Association.

## **29 ALTERATION OF CONSTITUTION**

- 29.1** The Association may alter or rescind this Constitution, or make rules additional to this Constitution, in accordance with the procedure set out in the Act, which is as follows:
  - 29.1.1 Subject to sub-rule 29.1.4 and 29.1.5, the Association may alter its Constitution by Special Resolution but not otherwise.
  - 29.1.2 Within one (1) month of the passing of a Special Resolution altering its Constitution, or such further time as may be allowed in a particular case (on written application by the Association), the Association must lodge with the relevant government department notice of the Special Resolution setting out particulars of the alteration together with a certificate given by a member of the Board certifying that the resolution was duly passed as a Special Resolution and that the Constitution of the Association as so altered conforms to the

requirements of this Act, and the requisite approval by the government department must be given.

- 29.1.3 An alteration of the Constitution of the Association does not take effect until sub-rule 29.1.2 is complied with.
- 29.1.4 An alteration of the Constitution of the Association having effect to change the name of the Association does not take effect until sub-rules 29.1.1 to 29.1.3 are complied with and the required approval is given to the change of name.
- 29.1.5 An alteration of the Constitution of the Association having effect to alter the objects or purposes of the Association does not take effect until sub-rules 29.1.1 to 29.1.3 are complied with and the requisite approval is given to the alteration of the objects or purposes.

- 29.2 This Constitution binds every Member and the Association to the same extent as if every Member and the Association had signed and sealed this Constitution and agreed to be bound by all their provisions.

### **30 AMALGAMATION**

- 30.1 Where, in any case, it is proposed that the affairs of the Association be amalgamated with those of any other institution, Association, society or other body and, as a result of such amalgamation, this Association will cease to operate as Nulsen Haven Association (Inc.), notice of the proposal will be given to the Members by post, at least three (3) weeks before the date appointed for the Extraordinary General Meeting to consider the proposal. With such notice will be sent a memorandum setting out the advantages of such amalgamation prepared by such members of the Board as are in favour and setting out the matters to the contrary prepared by such members of the Board if any, who are adverse to the proposal.
- 30.2 Where a meeting has been called pursuant to rule 30.1, any three (3) or more Members may, not less than ten (10) days before the date set for holding such meeting, make representation to the Board in writing (not exceeding a reasonable length) and request that their representation be provided to the Members. The Board will send a copy of the representation to the Members immediately and will also arrange that they will be read out at the Extraordinary General Meeting unless the Members present resolve they will be taken as read, having been duly circulated.

### **31 AUDITOR**

- 31.1 At each Annual General Meeting an auditor will be appointed and he or she will be an accredited auditor and will hold office until the next succeeding Annual General Meeting.
- 31.2 The auditor will report to the Members on the financial position of the Association laid before the Annual General Meeting, and on any other matters which affect him/her as auditor or which may seem to him/her to affect the Association or its Members.
- 31.3 The auditors responsibility is to express an opinion and the financial report and status of the Association conducted in accordance with the Australian Auditing Standards.
- 31.4 The auditor will be entitled to receive such remuneration as the Board may from time to time determine.

### **32 INDEMNITIES**

- 32.1 The Association indemnifies its officers against any liability incurred in connection with, any claim made or legal proceeding (including any appeal) brought against the officer as a result of or in connection with his appointment, position, acts or omissions as an officer including, but not limited to, any liability arising from a claim or proceeding for breach of any statutory, legal, equitable or other duty or obligation owed to the Association or to any other party in relation to the Association. Provided always that the Association shall not indemnify any officer against liability incurred by that officer as a result of conduct

adjudged by a court to be criminal or fraudulent nor unless the Board is satisfied that the officer has acted in good faith. It will not be necessary for the officer to incur expense or make payment before enforcing his or her right of indemnity.

**32.2** In this rule 32:

“liability” means all liabilities, losses, costs, charges and expenses including, but not limited to legal costs and expenses in a full indemnity (as between lawyer and own client) basis; and

“officer” means each and ever Member, officer, office bearer, Board member and employee of the Association.

### **33 DISPUTES AND MEDIATION**

**33.1** The grievance procedure set out in this constitution applies to disputes under this Constitution between:

33.1.1 a Member and another Member;

33.1.2 a Member and the Association; or

33.1.3 if the Association provides services to non-Members, those non-Members who receive services from the Association, and the Association.

**33.2** The parties to the dispute must meet and discuss the matter in dispute, and, if possible, resolve the dispute within fourteen (14) days after the dispute comes to the attention of all of the parties.

**33.3** If the parties are unable to resolve the dispute at the meeting, or if a party fails to attend that meeting, then the parties must, within ten (10) days, hold a meeting in the presence of a mediator.

**33.4** The mediator must be:

33.4.1 a person chosen by agreement between the parties; or

33.4.2 appointed in the absence of agreement:

33.4.3.1 in the case of a dispute between a Member and another Member, a person appointed by the Board; or

33.4.3.2 in the case of a dispute between a Member or relevant non-Member (as referred to in sub-rule 33.1.3) and the Association, a person who is a mediator appointed to, or employed with, a not for profit organisation.

**33.5** A Member of the Association can be a mediator.

**33.6** The mediator cannot be a Member who is a party to the dispute.

**33.7** The parties to the dispute must, in good faith, attempt to settle the dispute by mediation.

**33.8** The mediator, in conducting the mediation, must:

33.8.1 give the parties to the mediation process every opportunity to be heard;

33.8.2 allow due consideration by all parties of any written statement submitted by any party; and

33.8.3 ensure that natural justice is accorded to the parties to the dispute throughout the mediation process.

**33.9** The mediator must not determine the dispute.

**33.10** The mediation must be confidential and without prejudice.

**33.11** If the mediation process does not result in the dispute being resolved, the parties may seek to resolve the dispute in accordance with the Act or otherwise at law.

### **34 INSPECTION OF RECORDS, ETC. OF ASSOCIATION**

A Member may at any reasonable time inspect without charge the books, documents, records and securities of the Association provided that any such inspection must be carried out in the presence of the Chief Executive Officer or other person authorised by the Board. Despite the provisions of this rule, a Member may not inspect or access confidential staff and/or client records of the Association.

### **35 DISTRIBUTION OF SURPLUS PROPERTY ON WINDING UP OF ASSOCIATION**

**35.1** Surplus property, in relation to the Association, means property remaining after the satisfaction of:

35.1.1 the debts and liabilities of the Association; and

35.1.2 the costs, charges and expenses of winding up or cancelling the incorporation of the Association,

but does not include books relating to the management of the Association or Community Housing Assets.

**35.2** Immediately prior to the cancellation of the incorporation or the winding up of the Association, all Community Housing Assets in which the Housing Authority has a legal interest under a legal agreement with the Association, are to be, in accordance with the legal agreement and as directed by the Housing Authority, transferred to:

35.2.1 the Housing Authority; or

35.2.2 another registered Community Housing Provider in Western Australia.

**35.3** On the cancellation of the incorporation, the winding up of the Association or upon the Association ceasing to be endorsed as a Deductible Gift Recipient, the surplus property (including any gifts, deductible contributions and money received from such gifts and contributions) must not be paid to or distributed among the Members, or former Members, but must be transferred to an entity of the type referred to under section 24(1) of the Act which:

35.3.1 has similar objects to the Association's objects;

35.3.2 is approved as a Deductible Gift Recipient and a Registered Public Benevolent Institution; and

35.3.3 prohibits distribution of its income and property among its members and directors (if any) to an extent at least as great as is imposed on the Association by rule 5.7.

**35.4** The identity of the organisation referred to in rule 35.3 must be determined by Special Resolution of the Members.

### **36 PATRON**

The Board may at its absolute discretion:

**36.1** Appoint a person or persons to be patrons of the Association subject to that person or persons agreeing to so act.

**36.2** Remove a person from the position of Patron at anytime if thought fit.

**APPOINTMENT OF PROXY**

I, \_\_\_\_\_  
*(Insert Member's name)*

Of \_\_\_\_\_  
*(insert Member's address)*  
\_\_\_\_\_

Being a Member of Nulsen Haven Association (Inc.)

**APPOINT**

\_\_\_\_\_  
*(insert proxy's name)*

Who is also a Member of the Association, as my proxy.

My proxy is authorised to vote on my behalf:  
(Tick only one (1) of the following)

At the [Extraordinary/Annual] General Meeting on [insert relevant date]

OR

In relation to the following resolutions and/or nominations:  
[insert resolution numbers, brief description or nominees' names]

Against

\_\_\_\_\_  
Insert resolution numbers, brief description or nominees' names

Signature: \_\_\_\_\_  
*(Member appointing proxy)*

Date: \_\_\_\_\_