

Constitution
of
Fairholme Disability Support
Group Inc.



CONSTITUTION OF FAIRHOLME DISABILITY SUPPORT GROUP INC

1. NAME

- (a) The name of the Association shall be Fairholme Disability Support Group Inc [the Group]".
- (b) The name of the Group may be changed as decided at a Extra-ordinary General Meeting or Annual General Meeting in the event of a change of the major activity of the Association.

2. DEFINITIONS

In this Constitution and Rules, unless the contrary intention appears –

“Accommodation” means Hostels, any other accommodation facilities and/or residences, where people with disability reside including but not limited to group homes, family homes and rental properties.

“Affiliate Member” means any person defined by section 4 of this Constitution. The rights of any affiliate member shall not be transferable.

“Code” means the communication of intentions and guiding principles to further sound corporate governance.

“Disability” means a condition, which is attributable to an intellectual, cognitive, neurological, sensory, or physical impairment or a combination of those impairments and which results in a need for continuing support services. It shall also include mental illness.

“Financial Compliance and Public Fundraising Code” means the Code as defined under the Charitable Collections Act 1946.

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

“General Meeting” means any meeting other than the Annual General Meeting and/or Management Committee Meeting;

“Group” means Fairholme Disability Support Group Inc

“Group Advocate” means the elected person pursuant to section 12 of this Constitution who on agreement shall support, speak, represent or argue in favour of people with disability, families, carers and significant others.

“Law” means the Associations Incorporations Act 1987 or any other legislative requirements of the Commonwealth of Australia or the State of Western Australia pertaining to the operations of the Group.

“Management Committee” means the elected persons pursuant to section 12 of this Constitution.

“Ordinary Member” means any person defined by section 4 of this Constitution. The rights of any ordinary member shall not be transferable.

“Policy” means a specific decision or set of decisions together with related actions [eg operating procedures] to implement them.

“Representative/s” means only the Management Committee of the Group

“Special Meeting” means any meeting convened on the requisition of the ordinary members as provided by the Constitution.

“Support” means provide for, strengthen, encourage, give help and/or approval and speak in favour of.

“**Vote**” means personal vote for each financial ordinary member who is in attendance at any constituted meeting. An affiliate member shall not be entitled to a vote.

“**Words**” importing any one gender shall be deemed and taken to include all genders and the singular to include the plural and vice versa unless contrary as to the gender or the number is expressly provided.

3. **OBJECTS**

(a) To be of public benevolence and non-profit making in accordance with section 30B of the Income Assessment Act 1907.

(b) To enhance people with a disability, family, carers and significant others quality of life through mutual understanding, assistance, comfort and provision of all practicable services by providing support, assistance and encouragement to parents, families, guardians, carers, service providers, Disability Service Commission, staff, other interested persons and groups.

(c) Seek to safe-guard the right of people with a disability to economic security and to a normal quality of living; and to further safeguard their right to be employed on productive work or to be occupied by other meaningful activities such as but not limited to recreational and/or leisure.

(d) To seek to safeguard the right of people with a disability to the least restrictive living arrangement and to safeguard their rights to surroundings and circumstances as close to possible to normal living conditions.

(e) To seek to ensure that people with a disability have legal representation and/or a guardian/administration when this is required and legally possible to protect their wellbeing and interest.

(f) To encourage and foster provision of advocacy services for people with a disability, their families, carers and significant others including service providers.

(g) To promote inclusion of people with a disability into general community services compatible with individual needs.

(h) To acknowledge and promote to the community the contribution of people with a disability.

(i) To advance knowledge, inform and educate the local community in the objects and purposes of the Group.

(j) To advance knowledge, inform and educate the local community in matters relating to people with disabilities, families, carers and significant others and to promote their acceptance by the general public.

(k) To consult, cooperate and act jointly with government, people or bodies including the Disability Services Commission so far, as is necessary to enhance the provision of services to meet the needs of people with disabilities.

(l) To raise funds to provide amenities, services including recreational and leisure and any other agreed requirements for the purposes of supporting people with disabilities including but not limited to residents of Hostels and other residences.

(m) The property and income of the Group shall be applied solely towards the promotion of the objects set forth herein or the purposes of the Group and no part of that property or income shall be paid or otherwise distributed directly or indirectly to members of the Group except in good faith and in the promotion of these objects or purposes.

(n) Insofar as is practicable the Group’s members when motioning action at any meeting shall pay due regard to Schedules 1 and 2 of the Disability Services Act 1993, these being:

- Principles Applicable to People With Disabilities; and

- Objectives for Services and Programs Relating to People with Disabilities.

4. RULES

These Rules bind every Member and the Group and each Member shall comply with these Rules.

Each Member at the time when membership commences is provided a copy of the Rules in force at that time.

5. MEMBERSHIP

Any person, corporate or organisation interested in the advancement or maintenance of people with disabilities shall be eligible for membership of the Group.

The membership shall be in three categories, that is:

- Ordinary Member means any person who is eligible to vote in accordance with State and Commonwealth Electoral law; and
- Affiliate Member means any person who pays the Affiliate Member's subscription, which shall be 50% of an Ordinary Member. An Affiliate Member shall not be eligible to vote in accordance with the Constitution.
- Corporate/Organisation means those that pay a subscription in either the Ordinary or Affiliate Member categories. With respect to being an Ordinary Member the Corporate/Organisation shall only be entitled to one vote by their nominated person.

The Secretary of the Group shall cause to be kept a current register of both categories of members [ordinary and affiliate] of the Group. The rights of any member shall not be transferable.

The Group's ordinary member membership at a general or annual general meeting may cause Honorary Life Membership to be bestowed upon any member or any other person in acknowledgment of their outstanding contribution in progressing the Objects of the Group

6. CODES and POLICIES

The Group shall adopt a Code and/or Policy to promote good practices, which all members shall observe and comply with to the extent that it obliges compliance.

7. GROUP REPRESENTATION

No member shall represent the Group unless they have been duly authorised.

8. CONFIDENTIALITY

All members have a duty of good faith to the Group and shall abide by its agreed Confidentiality Guidelines as approved. Unauthorised disclosure is a breach of this duty.

9. DISCIPLINE OF MEMBERS

The Management Committee may by seventy five percentage majority vote expel or by a majority vote, suspend or otherwise discipline any member of the Group for conduct inconsistent with this constitution or which in the opinion of the Management Committee is unbecoming of a member or prejudicial to the interests of the Group provided that the member receives fourteen days notice of any proposal to discipline and reasonable opportunity is given for the member to be heard in relation to the proposal for discipline.

Any member from the Group may at any time apply to the Management Committee to be re-admitted as a member.

10. CESSATION OF MEMBERSHIP

Membership of the Group shall terminate upon:

- (a) The Secretary receiving from a member a letter of resignation;
- (b) A member being expelled or suspended in accordance with section 7:
- (c) Death or insolvency of a member;

- (d) A member not renewing their membership;
- (e) A member whose membership of the Group is terminated shall be liable for all monies due by that member;
- (f) A member whose membership of the Group is terminated shall not make any claim' monetary or otherwise, its funds or property except as a creditor thereof; and
- (g) Any person who for any reason ceases to be a member shall no longer represent himself or herself in any manner as being a member.

11. SUBSCRIPTIONS

The annual subscriptions shall be determined at the annual general meeting in each year, and shall fall due on 1st July and shall be paid no later than the 1st September unless otherwise resolved.

The annual subscription for affiliate members shall be 50% of the annual subscription determined for ordinary members.

Only ordinary members who have paid their annual subscriptions shall be eligible to vote.

12. ANNUAL GENERAL MEETING

The Annual General Meeting of the Group shall be held in the month of August in each year, upon a date and a time to be fixed by a general meeting, for the following purposes:

- (a) To receive from the Chair a detailed written report of the overall affairs of the Group since the proceeding annual general meeting.
- (b) To receive from the Treasurer an audited statement of receipts and expenditure for the preceding financial year.
- (c) The election of office bearers for the ensuing year.
 - Chair
 - Deputy Chair
 - Secretary
 - Treasurer
 - Group Advocate
 - Management Committee Members (3) except in the event of dual office being held then the number of Management Committee Members shall be increased accordingly.
- (d) The election of Patron and Vice Patron for the ensuing year.
- (e) The election of Auditor for the ensuing year.
- (f) To consider any other business, notice of which has been given not less than fourteen days before the meeting.
- (g) To determine the annual subscriptions.

All positions shall become vacant at each annual general meeting. The candidate who receives the most votes shall be declared elected, and in the case of two or more candidates receiving an equal number of votes, the independent Chair of the election shall have a casting vote.

13. GENERAL MEETINGS

General meetings shall be held at least every three months to arrange the affairs of the Group on dates agreed at the Annual General Meeting. Ten members shall form a quorum. Minutes shall be taken of all resolutions and proceedings of the general meeting and circulated to members. Voting at General Meetings shall be on an equal basis with the Chair participating only if a casting vote is required.

14. ADJOURNMENT

The Chair of a General or Management Committee meeting at which a quorum is present may, with the consent of the majority of members present at the meeting, adjourn the meeting. No business shall be transacted at an adjourned meeting other than the business left unfinished at the meeting at which the adjournment took place.

Where a General or Management Committee meeting is adjourned for 14 days or more, the Secretary shall give notice of the adjourned meeting to each member of the Group stating the place, date and time of the meeting and the nature of the business to be transacted at the meeting.

Except as provided in rules above, notice of an adjournment of a General or Management Committee meeting or of the business to be transacted at an adjourned meeting is not required to be given.

15. CUSTODY OF RECORDS, BOOKS, DOCUMENTS AND INSPECTION

Except as otherwise decided by the Management Committee the Chair, Secretary and Treasurer shall keep under their custody and control all of the records, books and documents. All shall abide by the guidelines as provided by the Group's Code of Conduct.

On request a member shall be in accordance with the Associations Incorporation Act be provided access and may make a copy but not the right to remove it for that purpose, The record shall be open to inspection at any reasonable time and at no cost.

16. IMPROPER USE OF INFORMATION

A member shall not use or disclose any information unless duly authorised or is directly related to the affairs of the Group.

17. COMPLAINT MECHANISM

Should a complaint arise between the Group and/or member it shall be dealt with in accordance with Group's Complaint Mechanism Policy and Operating Procedures.

18. MANAGEMENT COMMITTEE

The management of the Group shall be deputed to the Management Committee who has the authority to control, manage, consult and perform all acts and do all things necessary or desirable for the proper management of the business and affairs of the Group. Matters related to Policy change shall be referred to a General Meeting for resolution.

The Management Committee shall consist of not more than eight (8) ordinary members including a Chair, Deputy Chair; Secretary, Treasurer, Group Advocate and three (3) Management Committee Members except in the event of dual office being held then the number of Management Committee Members shall be increased accordingly having been elected at the Annual General Meeting.

The Management Committee may co-opt from time to time such ordinary members of the Group or any other person including an affiliate member to assist the Management Committee as may be deemed necessary.

The Management Committee shall have the power to appoint an ordinary member to fill any casual vacancy of the Management Committee until the next General Meeting. Any ordinary members so appointed shall retire at the next annual general meeting but shall be eligible for election as a member of the Management Committee at such meeting.

Any member of the Management Committee who is absent for three (3) consecutive meetings (general and/or management) without leave of absence shall, unless otherwise decided at a general meeting, be deemed to have resigned and a vacancy shall thereupon exist on the Management Committee.

The Management Committee shall meet as a minimum meet once between every General Meeting and as and when required to deal with general delegated and/or any resolved matter specified at

any general, extraordinary or annual meeting or any matter of urgency and/or special nature prior to the next general meeting.

General delegated matters shall include but not limited to:

- Corporate Governance;
- Correspondence including the dissemination of information;
- Authorise expenditure not exceeding \$5,000 for each invoice;
- Ensure that assets and income are applied solely for the furtherance of the Objects;
- Interpretation of the Constitution; and
- Researching, advising and/or making recommendation on any matter requiring decision at any general, extraordinary or annual meeting.

Members where practicable shall be given at least seven (7) days notice prior to a Management Committee meeting being called.

The Management Committee shall take minutes of all proceedings of their meetings and report to members at each General Meeting on items it has dealt with.

Three [3] ordinary members of the Management Committee shall form a quorum.

Voting shall be on an equal basis with the Chair participating only if a casting vote is required.

A meeting of the Management Committee may be held as a telephone or video conference. The procedure set out in these Rules for a meeting of the Management Committee shall apply except that the members participating are not required to be present in the same room.

19. EXTRAORDINARY GENERAL MEETING

An Extraordinary General Meeting may be called by the Chair or upon the request in writing by at least three (3) members of the Group stating the purpose of which the meeting is required.

20. CONVENED GENERAL, ANNUAL OR EXTRA ORDINARY GENERAL MEETING

A minimum of seven (7) days before any general meeting, and a minimum of twenty-one (21) days before any Annual or Extra Ordinary General Meeting a notice of such meeting shall be sent to every member, listing the business to be transacted.

21. PROCEEDINGS AT GENERAL AND MANAGEMENT COMMITTEE MEETINGS

No item of business shall be transacted at a General or Management Committee meeting unless a quorum of members entitled to vote is present during the time the meeting is considering that item.

Five [5] members present in person constitute a quorum for the transaction of the business of a general meeting and three at a Management Committee Meeting.

If within half an hour after the appointed time for the commencement of a General or Management Committee meeting a quorum is not present, the meeting if convened upon the requisition of members shall be dissolved and in any other case shall stand adjourned.

If after two adjourned meetings a quorum has not been achieved, the members present (being not less than two [2]) shall constitute a quorum.

The Chair or, in the Chair's absence, the Deputy Chair, shall preside as Chair at each General or Management Committee meeting.

If both the Chair and Deputy Chair are absent from a General or Management Committee meeting or are unwilling to act, the members present shall elect one of their number to preside as Chair at the meeting.

Every ordinary member present shall be entitled to one vote upon every motion and should there be an equal number of votes the Chair shall have a casting vote. Those attending the General

Meeting shall be empowered to make regulations for enabling ordinary members not present to vote by proxy or in writing.

Minutes shall be taken of all proceedings and resolutions together with a record of the names of all persons present at each meeting.

22. FUNDS

The Treasurer shall cause to be kept true and proper accounts of all receipts and expenditure in accordance with Australian Accounting Standards. The financial year of the Group shall end on the 30th June and subscriptions shall fall after 1st July and be paid no later than 1st September. A copy of the accounts of the Group made up to 30th June shall be submitted to an Auditor appointed by the Group. The Auditor may at any time call for and inspect the accounts.

Funds raised shall be the property of the Group and the surplus in hand at the end of each financial year to be administered by the Management Committee.

The Treasurer shall present to the members at each General Meeting the original of each Bank Statement for all of the Group's accounts. The Bank Statement(s) shall be the month to which the accounts tabled at the meeting refer, and shall show the balance(s) as at the previous meeting. Each statement shall be reconciled and provided in written form, which shall include as a minimum a balance sheet and an income and expenditure statement.

The signature of the Chair and Treasurer, together with the General Meeting date shall be on the last page of each bank statement presented. If the Treasurer is unable to attend the General Meeting then the original bank statement/s shall be given to the Chair prior to the meeting, duly reconciled, signed and dated by the Treasurer.

If this is not practicable the Chair and Treasurer shall make other suitable arrangements. Also, if no meeting is held due to a predetermined cancellation, lack of a quorum or any other reason, the Treasurer shall still reconcile the accounts and present to the Chair, signed and dated.

The Group shall adopt the Financial and Charitable Collections Code and apply all of its principles.

23. INTERPRETATION OF RULES

The Management Committee shall have the power to interpret the rules subject however to any other interpretation of such rules being made by members at a General Meeting.

24. BY LAWS

The Management Committee shall have the powers to create and recommend By Laws to a general meeting but shall not be effective until the minutes of the general meeting where they were established have been confirmed at the next general meeting.

25. AMENDMENT OF RULES

These rules shall only be added to repealed or amended by resolution at an Annual General Meeting or Extraordinary General Meeting provided that the notice to amend the rules is included in the notice of the meeting, and no such resolution shall be deemed to have been passed unless it is carried by a majority of not less than 75% of the members voting thereon. Within one month of the passing of a special resolution to amend its rules the Group shall lodge with the specified Government Department notice of the special resolution setting out particulars of the alterations together with a certificate that the resolution was duly passed as a special resolution and that the rules of the Group as so altered conform to the requirements of the Act.

26. REVIEW OF THE CONSTITUTION

The Management Committee shall carry out a review as a minimum every 4 years on the operation, effectiveness and other relevant matters including but not limited to the continuation of this Constitution. The report in written form shall be presented at the Annual General meeting for resolution on recommended actions.

27. DISSOLUTION OF THE GROUP

A resolution for the dissolution of the Group shall only be proposed after due notice of an appropriate motion being given for an Annual General Meeting or an Extraordinary General Meeting the Group. In the event of the resolution no such resolution shall be deemed to have been passed unless it is carried by a majority of not less than 75% of the members voting thereon, the following shall apply.

If upon the winding up of or dissolution of the Group there remains after satisfaction of all its debts and liabilities any property whatsoever, the same shall not be paid to or distributed among the members but shall be given or transferred-

- (a) to another Association incorporated under the Act; or
- (b) for charitable purposes;

which incorporated or purposes, as the case requires be determined by the resolution of the members when authorising and directing the Committee under section 33(3) of the Act to prepare a distribution plan of the surplus property of the Group.

In the event of the winding up or dissolution of the Group, the Commissioner of Taxation shall be advised of the date of dissolution within thirty days of dissolution.

28. COMMON SEAL

The Common Seal of the Group engraved with the name of the Group shall be kept in the care of the Secretary. The seal shall not be used or affixed to any deed or other document except pursuant to a resolution of the Management Committee and in the presence of either the Chair, Secretary or Treasurer and one ordinary member of the Management Committee who shall subscribe his/her name as a witness.

29. POWERS

In addition to and without prejudice to the generality of the powers conferred on it by section 13 of the Act.

The Group shall have power to do all things that are necessary, incidental or conducive to the attainment of the objects of the Group.

30. OTHER

As the purposes of the Group shall be for public benevolence and non-profit making the Australian Taxation Office and Deputy Commissioner of Taxation for Western Australia shall be advised of date of dissolution of the Group.

31. CERTIFICATION OF THE RULES

I hereby certify that the foregoing to be a true and correct copy of the rules of the Group having been approved by the Dept of Commerce on January 4, 2010 - Document No. A0824273H.

Bevan Dellar

Bevan Dellar

Chair

January 13, 2010

Note: The headings in this Constitution are for convenience and shall not be considered in interpreting the meaning of any rule of this Constitution.