

# CONSTITUTION

[Revised - AGM 20 October 2016]

## 1 Name

The name of the association shall be RELATIONSHIPS AUSTRALIA (WESTERN AUSTRALIA) INCORPORATED.

## 2 Definitions and Interpretations

In this constitution unless there is something in the subject of context inconsistent therewith the following words and expressions shall have the several meanings hereby assigned to them:

**Act** means the Association's Incorporation Act 2015, (Western Australia) or any statutory modification, amendment or re-enactment thereof;

**Annual General Meeting** means the general meeting called pursuant to clause 10;

**Association** means Relationships Australia (Western Australia) Incorporated

**Board** means the committee established and referred to in clause 7.

**By-laws** mean the by-laws of the Association for the time being in force;

**Chief Executive Officer** means the person appointed as Chief Executive Officer pursuant to clause 8;

**Member** means any individual, group, honorary life member, and life member of the Association;

**Month** means calendar month;

**Patron** means the person appointed as Patron pursuant to clause 7.3(r); and

**Register** means the register of members kept pursuant to this constitution; and

**Regulations or rules** means any advice, direction or instruction not being a by-law issued by the Board under the provisions of this constitution or by the 'by-laws' for the guidance of members and others.

The expressions defined in the Act shall have the meanings so defined.

Words importing the singular number include the plural and vice versa.

### 3 Objects

The objects of Relationships Australia (Western Australia) Incorporated are to prevent and relieve the suffering, distress, vulnerability and disadvantage of people in our community by –

- a) providing services and programs which prevent and alleviate their distress and suffering, particularly for those with complex needs to build stronger relationships and increase resilience. This includes support and advocacy for persons from indigenous or culturally diverse communities, persons with disabilities and mental health issues, and persons affected by domestic violence, child abuse and neglect, trauma, dislocation, social isolation or anyone in need of benevolent relief;
- b) providing education, mediation services and trauma, abuse and relationships counselling;
- c) addressing the incidence of abuse by providing programs to assist, encourage and support change in those who exhibit antisocial behaviour including perpetrators of abuse or violence as well as support and advocacy to victims of violence;
- d) taking initiatives and making representation in matters of social and family policy relevant to the work of the Association; and
- e) doing anything ancillary to the Objects referred to in clauses (a) to (d).

### 4 Powers

The Association shall have the legal capacity of a natural person including, but without limiting the generality of the foregoing, the following powers:

- a) to purchase, receive, take up or otherwise acquire and hold and to sell, exchange, deal with, manage, develop, turn to account and dispose of any real or personal property of any kind and whether situated in Western Australia or elsewhere;
- b) to erect, maintain, repair or alter any building or other improvement on or to land for the time being belonging to or occupied by the Association;
- c) to draw, make, accept, endorse, discount, execute and issue bills of exchange, promissory notes, warrants and other negotiable instruments;
- d) to borrow and raise money for any of the objects of the Association from any person including a member and to secure the payment thereof by mortgage of, charge on or debenture over all or any of the property of the Association or any other lawful manner;

- e) to invest any of the moneys or funds of the Association that are not immediately needed in any investments as may from time to time be determined;
- f) to appoint, engage, supervise, control, suspend and dismiss officers and employees;
- g) to compromise and settle any claim or action and enter into submissions or arbitration;
- h) to enter into any contract of insurance the Association thinks fit;
- i) to receive property by gift inter vivos or by Will or under the provisions of any trust or trusts or otherwise from any person and to hold the same for the objects of the Association and to administer the same under the provisions hereof;
- j) to open any account or accounts with any bank or banks or other financial institutions and to operate by and in all usual ways any such account or accounts; and
- k) generally to do any other act, matter or thing or enter into any agreement or arrangement that is incidental to or conducive to the attainment of any of the objects of the Association.

## 5 Income and Property

The income and property of the Association shall be applied solely to or towards the promotion of its objects and no part thereof shall be paid or transferred, directly or indirectly, by way of dividend, bonus or otherwise by way of pecuniary profit to the members of the Association, but nothing herein contained prevents -

- a) the payment in good faith of remuneration and/or bonus to any officer, employee or agent of the Association or other person in return for services actually rendered to the Association;
- b) the payment of interest at a rate not exceeding that charged by the bank for the time being of the Association on overdraft accommodation of the same amount on any money lent by a member to the Association;
- c) the payment of a reasonable and proper rent from premises leased or let by a member to the Association;  
and
- d) the repayment of out of pocket expenses incurred by a member of the Association or other authorised person on behalf of the Association.

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## 6 Membership

### 6.1 Membership Classes

The members of the Association shall consist of the following classes:

(a) "Individual member" who may be any natural person who -

- (1) makes application for membership in writing to the Association including a statement that he or she approves of the objects of the Association and agrees to be bound by the constitution of the Association; and
- (2) pays an annual membership fee to the Association as determined from time to time by the Board within a period of one calendar month from acceptance by the Board or within such further time as the Board may prescribe.

(b) "Group member" which may be such body, organised group, Association, organisation and any corporation whether or not incorporated, Government or non-Government, herein referred to as the group as:

- (1) makes application for membership in writing to the Association including a statement that the group approves of the objects of the Association and agrees to be bound by the constitution of the Association; and
- (2) pays an annual membership fee to the Association as determined from time to time by the Board within a period of one calendar month from acceptance by the Board or within such further time as the Board may prescribe.

Any individual who is a member of a group may also apply for individual membership of the Association pursuant to clause 6.1(a).

(c) "Honorary Life Member" who shall be any such natural person as the members may elect and appoint in recognition of her or his services to the Association who -

- (1) has the same rights and privileges as an individual member
- (2) is not obliged to make payment of any entrance fee or subscription.

## 6.2 Annual subscription

- (a) Each member of the Association shall pay to the Association the annual subscription determined from time to time by the Board which subscription shall fall due as from 1 July next.
- (b) If any subscription for membership is not paid by 30 September of that year, the membership shall then cease unless otherwise determined by the Board.

## 6.3 Acceptance or rejection of application

The Board may, by a majority vote of those present, accept or reject application for membership without giving any reasons for such acceptance or rejection and upon acceptance the applicant will become a member of the Association.

## 6.4 Suspension or termination

The Board may, by a two-thirds majority of those present and voting suspend or terminate the membership of any member of the Association.

## 6.5 Notice

The Board shall give notice in writing to the member concerned stating the grounds for the proposed suspension or termination and shall provide a reasonable opportunity to that member of being heard at the meeting of the Board at which the decision to suspend or terminate membership is to be made.

## 6.6 Appeal of Membership

- (a) A member whose membership is suspended or terminated may, within one calendar month of the date of the Board's decision to suspend or terminate his or her membership, appeal to the members of the Association in a general meeting by giving notice of appeal in writing of his or her intention to do so to the Board.
- (b) The Board shall, within one month of receipt of the notice of appeal referred to in sub-clause (a) call a special general meeting of the Association to decide whether such suspension or termination of membership shall be confirmed or lifted and may impose such conditions as the members see fit as a condition of any reversal of any decision of the Board.

## 6.7 Dispute Resolution

- (a) Should a dispute arise between members or between one or more members and the Association, the parties to the dispute must attempt to resolve the dispute between themselves within 14 days after the dispute has come to the attention of each party.
- (b) If the parties to a dispute are unable to resolve the dispute within the time required in 6.7(a), any party to the dispute may give written notice to the Chairperson of the matters that are the subject of the dispute and within 28 days after the Chairperson is given the notice, a Board meeting must be convened to consider and determine the dispute.
- (c) If any party to the dispute gives written notice to the Chairperson stating that the party does not agree to the dispute being determined by the Board and requests the appointment of a mediator under (f), the committee must not determine the dispute.
- (d) At the committee meeting at which a dispute is to be considered and determined, the Board must give each party to the dispute, or the party's representative, a reasonable opportunity to make written or oral (or both written and oral) submissions to the Board about the dispute; and give due consideration to any submissions so made; and determine the dispute.
- (e) The Board must give each party to the dispute written notice of the Board's determination, and the reasons for the determination, within 7 days after the Board meeting at which the determination is made.
- (f) A party to the dispute may give written notice to the Chairperson requesting the appointment of an independent, professional mediator.
- (g) If notice is given under subclause (f), each party to the dispute is a party to the mediation.
- (g) The costs of the mediation are to be paid by the party or parties to the mediation that requested the appointment of the mediator.

## 6.8 Resignation

Any member may at any time resign from the Association by notice in writing to the Board.

## 6.9 Life Member

A life member of the Association as at the fourteenth day of June 1988 who is a life member as a consequence of paying a subscription for that life membership and who elected to remain a member of the Association in accordance with the provisions of the constitution previously in force shall remain a life member of the Association from that date and has the same rights and privileges as an individual member but is not obliged to pay any annual subscription.

## 6.10 Individual Member

Any person who is a member prior to the date that this clause comes into effect shall become an individual member, and life members or honorary life members shall remain life members or honorary life members.

# 7 Board

## 7.1 Affairs

The affairs of the Association are to be conducted and managed by the Board of Relationships Australia (Western Australia) Incorporated. The Board is responsible for the attaining of the objects of the Association, the formulation and determination of policy, and the general organisation and direction of the Association.

## 7.2 Composition

The Board shall comprise of:

- a) a President;
- b) Two Vice-Presidents;
- c) not less than four and no more than six Board members;

each of whom shall be voting members of the Board. All members of the Board shall be members, other than a group member, of the Association.

## 7.3 Proceedings

- (a) All members of the Board shall be elected by the members of the Association at each Annual General Meeting, save and except the following:



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- (1) no member of the Association receiving regular remuneration from the Association shall be eligible for election to the Board or eligible to elect members of the Board; and
  - (2) from its own members, the Board will select and appoint annually the President and two vice-Presidents and allocate areas of particular responsibility to members with appropriate expertise.
- (b) A retiring member of the Board is eligible for re-election provided that from the date this clause comes into effect (21 October 2004) no member of the Board including the President, shall be eligible to be a member of the Board for longer than nine consecutive years. No member of the Association shall hold the office of President for more than four consecutive years.
  - (c) Notices calling for nominations for the positions of members of the Board shall be posted by the Chief Executive Officer to every member of the Association at their last known address at least seven weeks prior to the Annual General Meeting of the Association. In addition, an advertisement will be placed in a newspaper distributed in the state of Western Australia inviting nominations for election to the Board at the Annual General Meeting. All nominations received by the due date shall be presented to the Annual General Meeting in accordance with clause 7.3(a).
  - (d) Any two members of the Association may, subject to clause 7.2 nominate any member for any position on the Board by notice in writing signed by them and signed by the nominee signifying his or her willingness to be so nominated and all nominations shall be delivered to the Chief Executive Officer not less than five weeks prior to the Annual General Meeting. Any nominations not in the hands of the Chief Executive Officer by the due date shall be of no force or effect. If by the due date, no or insufficient nominations are received for any Board position, then further nominations, if proffered and accepted by the person nominated, shall be received at the Annual General Meeting.
  - (e) The Chief Executive Officer shall include in each notice of Annual General Meeting a list of nominations for members of the Board, plus a brief resume of each candidate where available.

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- (f) Voting for any position on the Board shall be conducted at the Annual General Meeting by secret ballot to be conducted by one or more returning officers appointed by the Board (or the members thereof present at the Annual General Meeting).
- (g) The returning officer or officers shall announce the members of the Board at the Annual General Meeting or as soon thereafter as possible.
- (h) (1) Subject to clauses 7.3 (h) (2), 7.3 (h) (3) and 7.3 (i) each member of the Board shall hold office until the Annual General Meeting which is three years after the Annual General Meeting at which they were elected. Each Board position shall be assigned at an Annual General Meeting at which that position is vacated. Board members shall retire by rotation and be eligible for re-election.
- (2) As a transition one-third of the Board members elected at the 2009 Annual General Meeting shall have a three year term (which ends at the 2012 Annual General Meeting), one-third shall have a two year term (which ends at the 2011 Annual General Meeting) and one-third shall have a one year term (which ends at the 2010 Annual General Meeting). At the first Board meeting following the 2009 Annual General Meeting the Board members shall determine the directors who have a three-year term, two-year term and one-year term.
- (3) The Board may elect and appoint from members, other than group members, a person to fill any casual vacancy or any position of office holder or Board members not filled by election at the Annual General Meeting. The person so appointed shall hold office for the balance of the term of the Board position to which they are appointed.
- (i) A member of the Board shall vacate his or her position on the Board, if he or she:
- (1) becomes employed by the Association;
  - (2) is directly or indirectly interested in any contract with the Association or participates in the profits of any contract with the Association;
  - (3) being a representative of a group member has his or her appointment revoked by such member;

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- (4) is removed by special resolution of the Association pursuant to clause 10.13;
  - (5) resigns from his or her office in writing addressed to the Association or the Chief Executive Officer; or
  - (6) becomes bankrupt.
- (j) The Board may act notwithstanding any vacancy that exists from time to time.
  - (k) The Board shall meet as and when occasions may require but not less than four times in every financial year.
  - (l) the Board shall be convened by the Chief Executive Officer at the request of the Chairperson or of not less than five members thereof.
  - (m) The Board may from time to time appoint and dissolve committees and delegate such powers to those committees as it deems expedient, which committees shall be responsible to the Board.
  - (n) At any meeting of the Board a quorum shall be a simple majority of members.
  - (o) Questions arising at any meeting of the Board shall be decided by a majority of votes of those present and in the case of an equality of votes the person chairing the meeting shall have a casting vote.
  - (p) The President for the time being will be the Chairperson of all Board meetings but if he or she is unable to act, one of the Vice-Presidents will be the Chairperson or if they are unable to act the Chairperson shall be a person elected at the meeting to act as Chairperson of the meeting.
  - (q) Any member of the Board who absents himself or herself from more than three consecutive meetings thereof (without furnishing to the Board a satisfactory explanation of absence) may be deemed by the Board to have vacated his or her office.
  - (r) The Board shall have power to appoint a Patron of the Association from time to time.
  - (s) If not less than three quarters of the Board members have signed a document containing a statement that they are in favour of a resolution of the Board members in terms set out

in the document, a resolution in those terms shall be deemed to have been passed at a meeting of the Board members held on the day on which the document was signed and at the time at which the document was last signed by the Board member or, if the Board member signed the document on different days, on the day on which, and at the time at which, the document was last signed by a Board member.

For the purpose of this clause, two or more separate documents containing statements in identical terms each of which is signed by one or more Board members shall together be deemed to constitute one document containing a statement in those terms signed by those Board members on the respective days on which they signed the separate documents.

A reference in this clause to three quarters of the Board members does not include a reference to a Board member who, at a meeting of Board members, would not be entitled to vote on the resolution.

For the purpose of this clause an agreement in writing to any resolution may be transmitted by facsimile.

## 8 Chief Executive Officer

### 8.1 Appointment

The Board shall appoint a Chief Executive Officer upon such terms and conditions as the Board determines from time to time.

### 8.2 Responsibilities

The Chief Executive Officer shall be responsible for the day to day management and operations of the Association under the supervision of the Board for the purpose of achieving the objects of the Association.

### 8.3 Powers

The Board may delegate to the Chief Executive Officer such powers and functions as it considers appropriate from time to time.

## 8.4 Meetings

The Chief Executive Officer will attend all meetings of the Board, unless excused by the Board, but will not be entitled to vote.

## 8.5 Maintenance of Register and Records

The Chief Executive Officer or his /her delegate shall:

- a) maintain a register of members of the Association and their postal, residential or email addresses;
- b) maintain a record of the names and residential, postal or email addresses of the persons who hold any office of the Association;
- c) maintain in an up-to-date condition the Constitution of the Association; and
- d) be responsible for the custody of the records, books, documents and securities of the Association.

## 8.6 Inspection

Upon the request of a member of the Association the Chief Executive Officer or his/her delegate shall make the register of members, record of office holders, or a copy of the Constitution of the Association available for inspection by the members, and the member may make a copy or take an extract therefrom but shall have no right to remove the register, record, or Constitution for that purpose.

## 9 Financial Year

The financial year of the Association will be from 1st day of July to 30th day of June in the following year.

## 10 General Meetings

### 10.1 Annual General Meeting

The Annual General Meeting shall be held within four months of the end of the financial year in each year when the annual report and audited financial statements shall be presented to the members.

## 10.2 General Meetings

The President or the Board may call a General Meeting of all members whenever deemed expedient and the President shall call a General Meeting within one month of the date of receipt by the Chief Executive Officer of the Association of any written request for a General Meeting signed by not less than ten per centum of the members of the Association which written request must specify what business is to be dealt with at the General Meeting requested.

## 10.3 Quorum

A quorum at any General Meeting will be constituted by 12 members or one third of the members whichever is the lesser but if within half an hour of the time appointed for a meeting to commence, a quorum is not present, the meeting shall be adjourned to the same time and place seven days later or to a place and a time within one month of the date of such meeting to be determined thereat and if, at such adjourned meeting, a quorum is not present, then those members attending shall be deemed to be a quorum.

## 10.4 Chairperson

The President shall preside at any General Meeting or if he or she is unable to act, one of the Vice-Presidents will preside at that meeting or if the President and both Vice-Presidents are unable to act the Chairperson shall be a person elected at the meeting to act as chairperson of the meeting.

## 10.5 Resolution

At any General Meeting, a resolution put to the vote of the meeting shall (except for election of members of the Board) be decided on a show of hands unless a poll is (before or on the declaration of the result of the show of hands) demanded by the person chairing the meeting or by at least three members present. Unless a poll is so demanded, a declaration by the person chairing the meeting that a resolution has, on a show of hands, been carried unanimously by a particular majority, or lost and an entry to that effect in the book containing the minutes of the proceedings of the meeting of the Association shall each be conclusive evidence of that fact, without proof of the number or proportion of votes recorded in favour of or against the resolution. The demand for a poll may be withdrawn.

## 10.6 Poll

If a poll is duly demanded, it shall be taken in such manner and either at once or after an interval or adjournment or otherwise as the person chairing the meeting directs, and the result of that poll

shall be the resolution of the meeting at which the poll was demanded. Notwithstanding the foregoing, a poll demanded on the election of a person to chair the meeting or on the question of adjournment shall be taken forthwith.

### 10.7 Casting vote

In the case of an equality of votes, the person chairing the meeting at which the show of hands takes place or at which a poll is demanded shall be entitled to a casting vote.

### 10.8 Voting rights

Each member who is a current financial member, present and voting at a general meeting of the Association, shall have one vote. Proxy votes shall be allowed as determined by the Board from time to time. (See section 7.3(a) (1))

### 10.9 Representative

- (a) Each group member may appoint one representative to vote at any meeting of the Association. The representative shall not be eligible to vote unless the group member has, prior to the meeting, forwarded to the Chief Executive Officer written notification of the appointment of the representative.
- (b) Each group member may remove a representative and appoint a new representative from time to time. Any other individual member of such a group member may attend any Association meeting without voting.

### 10.10 Notice of Annual General Meeting

The Chief Executive Officer shall give each member at least four weeks' notice of the Annual General Meeting and at least fourteen days' notice in writing of all general meetings other than the Annual General Meeting to members of the Association specifying the place, the day and the hour of meeting and the general nature of the business to be dealt with at the meeting.

### 10.11 Proceedings of Annual General Meeting

At each Annual General Meeting the business shall be as follows:

- a) to confirm the appointment of an auditor to the Association;
- b) to transact any other business brought forward by the Board or specified in the notice of meeting and

- c) to receive and consider the Annual Report of the Board upon the work of the preceding year;
- d) to receive and consider the duly audited annual accounts;
- e) to announce the members of the Board for the new year;
- f) the notice of meeting shall contain any motion proposed by at least three members of the Association and forwarded to the Chief Executive Officer at least five weeks before the date set for the Annual General Meeting.

### 10.12 Proceedings of General Meetings

At each General Meeting other than an Annual General Meeting the business shall be that specified in the notice of meeting and not otherwise.

### 10.13 Removal of Board members

The members of the Association in a General Meeting may remove all or any members of the Board from office and elect members to fill any vacancies thereby created.

## 11 Audit

### 11.1 Independent auditor

The auditor of the Association shall not be a member of the Association or closely related to a member of the Association and such auditor shall be confirmed at the Annual General Meeting in each year.

### 11.2 Auditor's report

The auditor shall examine all accounts, vouchers, receipts, books and other records, and furnish a report thereon to the members of the Association at the Annual General Meeting.

## 12 Minutes

The Board shall cause minutes to be made of meetings of the Board and of the Association and such minutes all be signed by the person chairing the meeting at which the proceedings were held or by the person chairing the next meeting.



## 13 Common Seal

### 13.1 Custody

The common seal of the Association shall be kept in the custody of the Chief Executive Officer and shall only be affixed to a deed, instrument or other document with the authority of the Board.

### 13.2 Affixing of the seal

Any two of the President, Vice-Presidents or Chief Executive Officer shall countersign the affixing of the seal and the Chief Executive Officer shall keep a register of all documents (including a copy thereof) to which the common seal is affixed.

## 14 By-Laws and Regulations

### 14.1 By-laws of the Association

The Board may from time to time make any by-laws and regulations not inconsistent with this Constitution as are in the opinion of the Board necessary or desirable for the proper control, administration and management of the Association's operations, finances, affairs, interests and property and the duties, obligations and responsibilities of members.

### 14.2 Amending by-laws

The Board may from time to time amend or revoke any by-laws or regulations so made.

### 14.3 Conduct and voting of members

In particular, but without limiting the generality of clause 14.1, by-laws and regulations may be made as to the procedure to be observed in the conduct or voting of the members or the standing orders to apply at meetings of the Board of the Association.

### 14.4 Prior acts valid

No by-laws or regulation made pursuant to this clause invalidates any prior act of the Board or any member which would have been valid if that by-law or regulation had not been made.

## 15 Alterations to Constitution

### 15.1 Resolution to amend

No new clause or provision shall be added to this Constitution nor shall any of the clauses or provisions contained herein be amended, altered or rescinded unless the members present

resolve to do so by Special Resolution and by a majority of not less than three quarters of the members at a meeting called for that purpose there having been given at least one month's notice of the meeting to all members.

### 15.2 A copy to be served

A copy of every amendment, alteration or rescission to this Constitution will be served on the Deputy Commissioner of Consumer Protection, Perth.

## 16 Dissolution

### 16.1 Resolution

If the members at a General Meeting resolve by Special Resolution and by a majority of not less than three quarters of the members present and entitled to vote at that meeting, to dissolve the Association, and the Association is solvent, the Association should be wound up voluntarily.

### 16.2 Notice

The notice convening the meeting of members shall state that the dissolution of the Association is to be proposed or confirmed, as the case may be.

### 16.3 Distribution of income and property

- a) If any surplus remains following the winding up of the Association, the surplus will not be paid to or distributed amongst members, but will be given or transferred to another institution or corporation which:
  - i. has objects which are similar to the objects of the Association;
  - ii. has a constitution which requires its income and property to be applied in promoting its objects;
  - iii. has a constitution which prohibits it from paying or distributing its income and property amongst its members to an extent at least as great as imposed on the Association by clause 5; and
  - iv. is endorsed as a deductible gift recipient (DGR).
- b) The identity of the corporation or institution is to be determined by the members in writing at or before the time of dissolution, and failing such determination being made, by application to the Supreme Court of Western Australia for determination.

- c) In the event that the Association ever has its endorsement as a DGR revoked, the Association must transfer all remaining gifts, deductible contributions and any money received in respect of such gifts and contributions to another DGR, such DGR to be determined by the members, and failing such determination being made, by application to the Supreme Court of Western Australia for determination.

#### 16.4 Requirements

The property or money referred to in clause 16.3 may only pass to a body or organisation which is one which satisfies the requirements of Item 140 (c) of the First Schedule to the Sales Tax (Exemptions and Classification) Act 1992 and is an approved body or organisation under Section 30-45 (1) of the Income Tax Assessment Act 1997.

#### 16.5 Notice to be given

Notice of the dissolution of the Association will be given to the Deputy Commissioner of Consumer Protection, Perth.