

**ACT BLOCK GRANT AUTHORITY INC**  
**CONSTITUTION**

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**PART 1 - PRELIMINARY****1. INTRODUCTION**

- 1.1 The name of the Association is ACT Block Grant Authority (Incorporated).
- 1.2 The ACT Block Grant Authority (Incorporated) is the body through which grants are made to Participating schools and Participating pre-schools.

**2. INTERPRETATION**

In this Constitution, except where excluded by the context, the words in Column “A” have the meaning attributed to them in Column “B” and are referred to in the clause number of the Constitution specified in Column “C”.

<b>“A”</b>	<b>“B”</b>	<b>“C”</b>
<b>Act</b>	Associations Incorporation Act 1991 (ACT) and any regulations or amendments made under that Act;	14.1, 20.2, 27.2
<b>ACT</b>	Australian Capital Territory;	
<b>Agreement</b>	an agreement between the Association and the Commonwealth of Australia (as represented by the relevant department or agency) for the provision of funding under the Commonwealth Act; and/or an agreement between the Association and the ACT (as represented by the relevant department or directorate) for the provision of funding relating to Participating schools and Participating pre-schools;	
<b>AISACT</b>	Association of Independent Schools of the ACT Incorporated;	4.1, 4.2, 14.1
<b>Alternate</b>	a person nominated to represent an Office Bearer at Committee meetings at which that Office Bearer is unable to attend;	
<b>Annual General Meeting</b>	a General Meeting of the Association held annually;	4.2, 5.1, 6.3, 10.2, 11.3, 12.1, 15.1
<b>Assessment Subcommittees</b>	the committees described in Part 5;	12, 13
<b>Association</b>	ACT Block Grant Authority (Incorporated);	
<b>Block Grant Authority</b>	the Block Grant Authority for the ACT established by the Commonwealth Act;	19, 18, 21.9
<b>CECG</b>	Catholic Education, Archdiocese of Canberra and Goulburn;	
<b>Committee</b>	committee of the Association pursuant to section 60 of the Act;	15,16, 17
<b>Commonwealth Act</b>	the Australian Education Act 2013 (Cth) and any regulations, amendments, rules, guidelines or arrangements made under that Act;	4, 5.1, 7.1, 8, 9, 10.1, 13.11, 14.1, 19, 20, 21, 22, 24, 25, 26, 27

<b>Constitution</b>	this Constitution of the Association and any rules or by-laws made under it;	1, 4.1
<b>Executive Officer</b>	the person appointed by the Committee as the senior employee of the Association, regardless of the title used for any particular appointment;	4.2, 5.1, 6.3, 10.2, 11.3, 12.1, 15.1
<b>Financial Year</b>	the calendar year from 1 January to, and including, 31 December;	5.1, 10, 11, 12.1, 12.2, 13, 14, 15.1(a), 15.4, 16, 18, 19.2, 20, 21, 22, 24, 25
<b>General Meeting</b>	any general meeting of the Association including the Annual General Meeting;	3, 4.2, 14.1, 21, 26
<b>Member</b>	a member of the Association;	2, 3, 14.1
<b>Minutes</b>	the full and accurate record of all resolutions passed at a General Meeting;	4, 18.2, 18.3(a), 18.3(c), 20, 21.5, 21.6, 21.8, 22.1, 24.2, 24.3
<b>Office Bearer</b>	office bearer of the Committee and includes the Presiding member;	21.4
<b>Participating Pre-School</b>	a non-government pre-school referred to in any Agreement from time to time between the Association and the ACT;	14.1, 18, 21.2, 26.1, 27.2
<b>Participating School</b>	a non-government school in the ACT; and in the case of an independent school, which may or may not be a member of the AISACT, a school which has entered into a Participating Schools Agreement with the Association; or in the case of a Systemic School of the Roman Catholic Church, Archdiocese of Canberra and Goulburn, a school on behalf of which the CECG has entered into a Participating Schools Agreement with the ACTBGA;	5.1, 6, 8, 9, 10.2, 15, 17, 18.2, 18.3, 18.4, 18.5, 21.3, 22.2, 23.1, 23.1
<b>Participating Schools Agreement</b>	the agreement with the ACTBGA into which eligible non-government schools in the ACT must enter before they may receive Commonwealth assistance in the form of grants;	18.13, 18.14
<b>Presiding Member</b>	the member of the Committee appointed to preside at each General Meeting by the AISACT and the CECG acting jointly;	
<b>Public Officer</b>	the person appointed by the Committee to perform the duties of Public Officer pursuant to the Act;	10.1, 10.2, 11, 12, 13, 21.3, 21.7, 24.2
<b>Special Resolution</b>	a resolution at a General Meeting for which 21 days' notice has been given and at least $\frac{3}{4}$ of the votes of those members of the Association who, being entitled to vote, vote in person at the meeting;	1.2, 4.1, 4.2

<b>Systemic School</b>	a school of the Roman Catholic Church, Archdiocese of Canberra and Goulburn, which is administered by the CECG.	1.2, 4.1, 4.2
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### **3. PRECEDENCE OF ACTS OF THE LEGISLATIVE ASSEMBLY OF THE ACT AND THE PARLIAMENT OF THE COMMONWEALTH OF AUSTRALIA**

- 3.1 The Constitution must be read in conjunction with and be compatible with the Act and the Commonwealth Act.
- 3.2 Where a conflict exists between the Constitution and either the Commonwealth Act or the Act, the relevant Act will prevail.

## **PART 2 - OBJECT OF THE ASSOCIATION**

### **4. OBJECT**

- 4.1 The object of the Association is to act as the Block Grant Authority for Participating schools and Participating pre-schools in accordance with the Agreement.
- 4.2 In fulfilling that object, in accordance with the Agreement and the Commonwealth Act, the Association will, inter alia:
- (a) receive applications from Participating schools or Participating pre-schools for grants from government funding programs as determined by the Commonwealth of Australia and the Australian Capital Territory for distribution through the Association;
  - (b) assess those applications;
  - (c) provide to the Commonwealth of Australia and/or the Australian Capital Territory the details it requires of projects and grants recommended by the Association to be approved or rejected;
  - (d) provide to Participating schools or Participating pre-schools details of approved and rejected applications;
  - (e) receive and administer grant funds from the Commonwealth of Australia and/or the Australian Capital Territory;
  - (f) provide reports to the Commonwealth of Australia and/or the Australian Capital Territory as required;
  - (g) take appropriate action including:
    - (i) notifying the Commonwealth of Australia and/or the Australian Capital Territory; and
    - (ii) if required, taking reasonable action to recover funds paid to the school or pre-school,
- if a school ceases to abide by its Participating Schools Agreement or if a pre-school ceases to abide by an agreement with the Association or the Australian Capital Territory, affecting projects and grants;

- (h) unless required otherwise by law or unless providing relevant information to the Commonwealth of Australia or the Australian Capital Territory, maintain the confidentiality of any information supplied to it by the Commonwealth of Australia, the Australian Capital Territory, a Participating school, a Participating pre-school, the AISACT or the CECG; and
- (i) provide to the Commonwealth of Australia and/or Australian Capital Territory the details it requires of projects and grants distributed by the Association.

### **PART 3 - MEMBERSHIP OF THE ASSOCIATION**

#### **5. MEMBERSHIP**

5.1 The Members of the Association will be:

- (a) two people nominated by AISACT;
- (b) two people nominated by CECG; and
- (c) one person nominated jointly by AISACT and CECG (who will be the Presiding Member); and
- (d) one person nominated jointly by AISACT and CECG (who will be the Parent Representative).

#### **6. NOMINATION OF MEMBERS**

6.1 Members will be nominated for a term determined by their nominators at the time of appointment.

6.2 Nominators may at any time cancel the nomination of a Member and nominate another person to be the Member.

6.3 In the case of the Members described in clauses 5.1(c) and 5.1(d), AISACT and CECG will act jointly.

#### **7. FEES, SUBSCRIPTIONS, ETC**

7.1 Membership of the Association will be free.

#### **8. MEMBERS' LIABILITIES**

8.1 Members will not be liable, only because of their membership, for payment of any debts or other liabilities incurred by the Association, or for payment of the costs, charges or expenses incurred in the course of winding up the Association.

#### **9. MEMBERSHIP RIGHTS NOT TRANSFERABLE**

9.1 A right, privilege or obligation that a person has because of being a member of the association

- (a) cannot be transferred or transmitted to another person; and
- (b) terminates on cessation of the person's membership.

#### **10. DISCIPLINING OF MEMBERS**

10.1 The Association will not undertake disciplining of Members.

## 11. DISPUTE RESOLUTION

- 11.1 Should a dispute arise under the Act or this Constitution between:
- (a) a Member and another Member; or
  - (b) a Member and the Association,
- the adjudication of a dispute under this section will be subject to the rules of natural justice specified at section 50 of the Act.
- 11.2 A Member may appoint any person to act on behalf of the Member in the dispute resolution procedure.
- 11.3 The procedure to be followed by the Association in response to a dispute will:
- (a) be carried out in accordance with the procedures set out in clause 11.4;
  - (b) ensure that each party to the dispute will be given an opportunity to be heard on the matter which is the subject of the dispute; and
  - (c) to the extent that doing so is compatible with paragraphs (a) to (c), the dispute resolution procedure will be completed as soon as is reasonably practicable.
- 11.4 If a dispute arises between a Member and another Member or a Member and the Association, the following procedure will take place:
- (a) either Party may give the other Party a notice specifying the dispute.
  - (b) Within five (5) Business Days after the notice is given, the Parties (each represented by its chief executive officer or other person authorised by the Party to bind it in connection with the dispute) will confer to resolve the dispute or to decide the method of resolving.
  - (c) Unless the Parties otherwise agree, if the dispute is not resolved within fifteen (15) Business Days after the notice is given, they will refer the dispute to mediation.
  - (d) The Parties will appoint a mediator within twenty (20) Business Days after the referral to mediation. If they fail to agree, they will request the current President of the Law Society of the ACT or the President's nominee to nominate the mediator. The mediation will be conducted in the ACT, Australia, in accordance with the ACT' Law Society's mediation rules.
  - (e) The mediator assists in negotiating a resolution of the dispute. The mediator may not make a decision binding on the Parties, unless the Parties have so agreed in writing.
  - (f) The mediation ends if the dispute is not resolved or no mediation takes place within twenty (20) Business Days after the mediator's appointment or any longer period if the Parties agree.
  - (g) Each Party will keep confidential:
    - (i) any information or documents disclosed in the course of the mediation;
    - (ii) any discussions between the Parties in the course of the mediation.
  - (h) Unless disclosure is required by law:
    - (i) each Party will keep confidential all information about the existence, conduct, status or outcomes of the mediation and the terms of any mediation settlement Agreement;

- (ii) information about and the terms of the mediation may be only published or announced with the written consent of the Parties and on terms agreed by them.
- (i) The dispute resolution process does not affect any Party's obligations under the Agreement.
- (j) Neither Party may commence court proceedings in respect of the dispute until the mediation period ends. This does not affect a Party's right to seek injunctive or urgent declaratory relief.
- (k) Each Party will pay its own costs in respect of the dispute resolution process. The Parties will pay in equal shares the mediator's costs and the costs of third party reports and enquiries requested by the mediator.

#### **PART 4 - MANAGEMENT OF THE ASSOCIATION**

### **12. ACTBGA COMMITTEE**

- 12.1 The business of the Association will be managed by a Committee known as the ACTBGA Committee.
- 12.2 The Office Bearers of the Committee will be:
  - (a) a person nominated by AISACT, being one of the two people nominated under clause 5.1(a) by AISACT as Members;
  - (b) a person nominated by CECG, being one of the two people nominated under clause 5.1(b) by CECG as Members;
  - (c) the person nominated as the Presiding Member jointly by AISACT and CECG who will be the Presiding member of the Committee; and
  - (d) the person nominated as a Member jointly by AISACT and CECG as the Parent Representative.

### **13. APPOINTMENT AND REMOVAL OF OFFICE BEARERS**

- 13.1 Office Bearers will be appointed for a term of office determined by their nominators at the time of appointment.
- 13.2 Office Bearers may be removed from office and replaced at any time by their nominators.
- 13.3 Office bearers may also be replaced in the case of a resignation of an Office bearer under clause 14.
- 13.4 In the cases of the Presiding member of the Committee and the Parent Representative, AISACT and CECG will act jointly.
- 13.5 Each nominator will advise the Public officer of the details of each appointment as they occur.

### **14. ALTERNATES**

- 14.1 The Committee Office Bearer nominated by AISACT and the Committee Office Bearer nominated by CECG will each nominate an Alternate.

- 14.2 For ease of administration, each of these Office Bearers should have a standing Alternate but, in any case, Alternates will be nominated not less than seven days before the relevant Committee meeting.

## **15. RESIGNATION**

- 15.1 A Committee Office Bearer may resign by written notice to the body that nominated them.

## **16. MEETINGS OF THE COMMITTEE**

### **Frequency of Meetings**

- 16.1 The Committee will meet at such intervals, times and places as it itself will determine, provided that it meets at least twice per calendar year.

### **Quorum**

- 16.2 A quorum will consist of three Office Bearers.
- 16.3 The representation of an absent Office Bearer by that Office Bearer's Alternate will satisfy the requirements of the quorum.
- 16.4 If half an hour after the time at which the meeting was to commence, a quorum is not present, the meeting will be adjourned until a time and place to be fixed by the Presiding member of the Committee in consultation with the other Office Bearers or their Alternates.

### **Voting and Decisions**

- 16.5 Resolutions will be decided by a simple majority of the votes of the Office Bearers or their Alternates present at the meeting.
- 16.6 Should the votes be tied, the Presiding member of the Committee will have a casting vote in addition to a deliberative vote.

### **Proxies**

- 16.7 There will be no provision for voting by proxy.

### **Resolutions out of session**

- 16.8 If all Office Bearers agree, resolutions may be made out of session.
- 16.9 Votes will be cast in writing.
- 16.10 A decision made out of session will be deemed to have been made on the date on which the last Office Bearer to do so signed that Office Bearer's vote. The Presiding member will immediately convey in writing to all Office Bearers the outcome of any decision made out of session.

### **Record of Proceedings**

- 16.11 The Association will keep a full and accurate record of all resolutions passed by the Committee.

**Presiding Member**

- 16.12 Meetings of the Committee will be presided over by the Presiding member, or in the Presiding member's absence a person appointed by those Office Bearers and Alternates present.

**Procedures**

- 16.13 Other procedures for Committee meetings will be as determined from time to time by the Committee itself.

**17. POWERS OF THE COMMITTEE**

- 17.1 Subject to the Commonwealth Act, the Act, the Agreement, the Constitution and any resolution passed by the Association in a General Meeting, the Committee:
- (a) will control and manage the affairs of the Association;
  - (b) may exercise all functions as may be exercised by the Association other than those functions that are required by this constitution to be exercised by the Association in General Meeting;
  - (c) has the power to perform all lawful acts and things as appear to the Committee to be necessary or desirable for the proper management of the affairs of the Association; and
- 17.2 At its own discretion, the Committee may in writing:
- (a) create subcommittees;
  - (b) delegate from time to time to one or more sub-committees or any person, the exercise of any of its powers (except this power of delegation); and
  - (c) co-opt or appoint people for tasks as it may determine.

**PART 5 – ASSESSMENT SUBCOMMITTEES****18. ASSESSMENT SUBCOMMITTEES**

- 18.1 There will be assessment subcommittees of usually nine members (or an equal ratio as determined by the Committee) consisting of, for example:
- (a) the Presiding member of the Committee, and
  - (b) four members nominated by AISACT; and
  - (c) four members nominated by CECG.
- 18.2 Except for the Presiding member, members of the subcommittees will be nominated for a term determined by their nominators at the time of their appointment.
- 18.3 Nominators may at any time cancel the nomination of a member of a subcommittee and nominate another person in that member's place.
- 18.4 Except for the Presiding member, members of the Committee will not be members of a subcommittee.

## **19. FUNCTIONS AND POWERS OF ASSESSMENT SUBCOMMITTEES**

### **Functions**

- 19.1 Subcommittees will:
- (a) assess,
  - (b) report to the Committee on, and
  - (c) make recommendations to the Committee on
- the merits of all applications referred to it by the Committee and list them in priority order.

### **Powers**

- 19.2 In the performance of its functions, subcommittees will have the powers that the Committee may from time to time delegate to it.
- 19.3 The Committee will not be bound by any recommendation or advice of subcommittees.

## **20. MEETINGS OF ASSESSMENT SUBCOMMITTEES**

### **Frequency of Meetings**

- 20.1 Subcommittees will meet at such intervals as the subcommittees themselves may from time to time determine, provided that they will meet at least three times per calendar year.

### **Quorum**

- 20.2 A quorum will consist of six members of the subcommittee.
- 20.3 If half an hour after the time at which the meeting is to commence a quorum is not present, the meeting will be adjourned until a time and place to be fixed by the Presiding member.

### **Voting and Decisions**

- 20.4 Resolutions will be decided by a simple majority of the votes of the members of the subcommittee present at the meeting.
- 20.5 Should the votes be tied, the Presiding member of the subcommittee will have a casting vote in addition to a deliberative vote.
- 20.6 There will be no provision for voting by proxy.

### **Record of proceedings**

- 20.7 Subcommittees will keep a full and accurate record of all meetings of its subcommittee.

### **Presiding Member**

- 20.8 The Presiding member, or in the Presiding member's absence, a person appointed by those members of the subcommittee present, will preside at all meetings of the Subcommittee.

## **Procedures**

- 20.9 Other procedures for meetings of a subcommittee will be as determined from time to time by its subcommittee.

## **PART 6 - GENERAL MEETINGS**

### **21. GENERAL MEETINGS**

#### **Types of General Meeting**

- 21.1 There will normally be only one General Meeting each year: the Annual General Meeting.
- 21.2 However, any Member may at any time convene a General Meeting by requisition in writing to the Executive Officer.

#### **Convening General Meetings**

21.3

- (a) The Executive Officer will give to all Members at least:
  - i. 14 days' notice of the holding of a General Meeting, whether convened by the Presiding member of the Committee or by requisition of a Member; or
  - ii. 21 days' notice of the holding of a General Meeting, if a matter to be resolved at the meeting requires a Special Resolution.
- (b) A requisition by a Member for a General Meeting will state the purpose of the General Meeting and be signed by the Member making the requisition.
- (c) The Presiding member will convene a General Meeting requisitioned by a Member not more than one month after the requisition has been lodged with the Executive Officer.
- (d) The notice for a General Meeting will state the time, date and place of the meeting and the business to be transacted at the meeting.

#### **Quorum**

- 21.4 A quorum will consist of five Members.
- 21.5 If half an hour after the appointed time for the meeting a quorum is not present, the meeting will be adjourned until a time and date to be set by the Presiding member of the Committee in consultation with the other Members.

#### **Voting and Decisions**

- 21.6 Resolutions other than Special Resolutions will be decided by a simple majority of the votes of Members present at the meeting.
- 21.7 The Presiding member will have a casting vote in addition to a deliberative vote.
- 21.8 There will be no provision for voting by proxy.

### **Resolutions out of session**

- 21.9 If agreed by all Members, issues may be resolved out of session.
- 21.10 Votes will be cast in writing.
- 21.11 A decision made out of session will be deemed to have been made on the date on which the last Member to do so signed his/her vote.
- 21.12 The Presiding member will immediately convey the outcome of any decision made out of session in writing to all Members.

### **Record of Proceedings**

- 21.13 The Committee will keep full and accurate Minutes.
- 21.14 Members may confirm the Minutes out of session.

### **Presiding Member**

- 21.15 The Presiding Member at General Meetings will be the Presiding member of the Committee, or in the Presiding Member's absence, a person appointed by those Members present.

### **Procedures**

- 21.16 Other procedures for General Meetings will be as determined from time to time by the Committee.

## **22. ANNUAL GENERAL MEETING**

- 22.1 The Presiding member will convene the Annual General Meeting once in each calendar year, on a date not more than five months after the end of the Association's financial year.
- 22.2 In addition to any other business to be transacted at the meeting, the business to be transacted at the Annual General Meeting will be to:
  - (a) receive and consider the annual report of the Committee
  - (b) receive and consider the audited statement of the Association's accounts for the preceding financial year and the auditor's report on those accounts;
  - (c) appoint an auditor for the current financial year; and
  - (d) receive the administrative budget for the current financial year.

## **PART 7 - MISCELLANEOUS**

### **23. EXECUTIVE OFFICER AND PUBLIC OFFICER**

#### **Executive Officer**

- 23.1 The Committee will appoint an Executive Officer for the Association on terms and conditions and to perform the duties as the Committee will determine from time to time.

#### **Public Officer**

- 23.2 Unless the Committee decides otherwise, the Executive Officer will be the Public Officer of the Association to perform the duties of Public Officer required by the Act.

### **24. FINANCIAL MANAGEMENT**

#### **Sources of Association Funds**

- 24.1 The funds of the Association will be derived from grants made to the Association in accordance with the Commonwealth Act, an Agreement and from such other sources as the Committee may from time to time determine.

#### **Application of Association Funds**

- 24.2 Subject to the decisions of the responsible Minister, the Commonwealth Act and any resolutions of the Association in General Meeting, the funds of the Association will be used only in pursuance of the Object of the Association in such manner as the Committee determines.
- 24.3 No part of the funds may be paid directly or indirectly to any Member except as reimbursement for expenses legitimately incurred on behalf of the Association. The Committee may, however, choose to remunerate any Office Bearer of the Committee or any member of another committee established by the Committee, or any person co-opted or appointed by the Committee, for services rendered.

#### **Management of Association Funds**

- 24.4 The Committee will cause proper accounts and records to be kept with respect to the financial affairs of the Association for each Financial Year.
- 24.5 The Executive Officer, subject to direction by the Committee, will administer the Association's funds, including receipt and disbursement of and accounting for them.
- 24.6 The Executive Officer will issue receipts for all funds paid to the Association and will deposit the funds as soon as practicable into the Association's bank account.
- 24.7 All cheques, drafts, bills of exchange, promissory notes, electronic funds transfers and other negotiable instruments will be authorised by any two Office Bearers or employees of the Association, being Office Bearers or employees authorised to do so by the Committee.
- 24.8 The books of account will be kept by the Executive Officer at the Association's Office or at such other place as the Committee thinks fit.

### **Audit of Accounts**

24.9 The accounts of the Association will be audited annually in time for the audited accounts to be considered at the Annual General Meeting.

## **25. MAINTENANCE, CUSTODY AND INSPECTION OF RECORDS**

25.1 The Executive Officer will maintain and keep at the Association's Office or at such other place as the Committee thinks fit all records, books, registers, documents, etc, related to the business of the Association.

25.2 Those records, books, registers, documents will be available for inspection by Members at the Association's office by appointment at any reasonable time.

## **26. SERVICE OF NOTICES**

26.1 Notices may be served on Members either:

- (a) in person, or
- (b) by sending them electronically to an email address supplied by the Member for the service of notices; or
- (c) by post to the address supplied by the Member for the service of notices.

26.2 Unless the contrary is proved:

- (a) documents sent electronically will be deemed to have been received by the Member on the day of delivery provided they are emailed prior to 5:00pm; and
- (b) documents sent by mail will be deemed to have been received by the Member at the time at which a letter would have been received in the ordinary course of the post.

## **27. COMMON SEAL OF THE ASSOCIATION**

27.1 The common seal of the Association will be in the form of a rubber stamp inscribed with the name of the Association encircling the words "Common Seal".

27.2 The Common Seal of the Association will be affixed to a document only by authority of the Committee and will be attested to by either two Office Bearers or one Office Bearer and the Executive Officer.

27.3 The Common Seal will be kept in the custody of the Executive Officer.

## **28. INSURANCE**

The Association will obtain insurances either required by law or as the Committee may from time to time determine to be necessary.

## **29. ALTERATION TO THE CONSTITUTION**

29.1 The constitution may be altered only by Special Resolution at a General Meeting of the Association.

29.2 Any alteration to the constitution, especially to its Object, must be in accordance with the Commonwealth Act.

**30. WINDING UP THE ASSOCIATION**

30.1 The Association may be wound up only by Special Resolution.

30.2 At the General Meeting of the Association at which it is proposed to pass a Special Resolution to wind up the Association, the Association will also pass a Special Resolution nominating a fund, authority or institution in accordance with Section 92 of the Act in which the Association is to vest its surplus property, after satisfaction of its debts and liabilities, if any, in the event of its dissolution or winding up.