

# ASSOCIATIONS INCORPORATION ACT 1981 CONSTITUTION AND RULES

## WORDS AND EXPRESSIONS TO HAVE MEANING IN THE ACT

1. A word or expression that is not defined in these rules, but is defined in the *Associations Incorporation Act 1981* (Qld) (**Act**) has, if the context permits, the meaning given in the Act.

### NAME

2. The name of the incorporated association is RUDOLF STEINER EDUCATION GROUP BRISBANE INCORPORATED (“**the Association**”).

### OBJECTS

3. The objects of the Association are:
  - 3.1. To encourage and promote the educational philosophies of Rudolf Steiner.
  - 3.2. To promote, establish and to run a school, pre-school, kindergarten, pre-primary services and associated services with tutorial techniques as espoused by Rudolf Steiner to be carried out at the said school.
  - 3.3. To arrange and conduct tutorial classes with the support of audio-visual equipment, demonstrations and exhibits relative to the objects outlined in this section for the interests of its members.
  - 3.4. To encourage and maintain liaison with other educational groups, societies and associations for mutual benefit in the encouragement of wider public appreciation of the philosophies, teachings and techniques of Rudolf Steiner.
  - 3.5. To generally to exercise and perform all or any of the functions rights and privileges of a specially authorized association pursuant to the Act.
  - 3.6. To establish and carry out in the Commonwealth of Australia or elsewhere, exhibitions, courses, seminars and other training programs at or by means of which persons interested in the philosophies and teaching techniques of Rudolf Steiner may obtain training and instruction by personal tuition or post or otherwise.
  - 3.7. To provide buildings, lectures, classes, office or, offices, lodgings and attendants and all other lecturers, clerks, employees and officers instructed or employed temporarily or otherwise by the association and afford facilities for study, research and cultivation and performance of the tasks and duties allotted to them respectively.
  - 3.8. To establish and maintain a gift fund exclusively for providing money, property or benefits for the Rudolf Steiner Education Group Brisbane Inc. School library with the rules of the Library to always comply with the rules and regulations as required from time to time to satisfy the requirements of *Income Tax Assessment Act 1997* subdivision 30-BA.
  - 3.9. To establish and maintain a School Building gift fund exclusively for providing money, for the acquisition, construction or maintenance of a building used, or to be used, as a school or college with the rules of the fund to always comply with the rules and

regulations as required from time to time to satisfy the requirements of *Income Tax Assessment Act 1997* subdivision 30-BA.

## POWERS

4.

- 4.1. The Association has the powers of an individual.
- 4.2. The association has for example the following powers:
  - 4.2.1. To subscribe to, become a member of and co-operate with any other association, club or organization, whether incorporated or not, whose objects are altogether or in part similar to these of the Association provided that the Association shall not subscribe to or support with its funds any club, association or organization which does not prohibit the distribution of its income and property among its members to an extent at least as great as that imposed on the Association under or by virtue of clause 32.12.
  - 4.2.2. In furtherance of the objects of the Association to buy, sell and deal in all kinds of articles; commodities and provisions, both liquid and solid, for the members of the Association or persons frequenting the Association's premises.
  - 4.2.3. To purchase, take on lease or in exchange, hire and otherwise acquire any lands, building, easements or property, real and personal, and any rights or privileges which may be requisite for the purposes of, or capable of being conveniently used in connection with, any of the objects of the Association: Provided that in case the Association shall take or hold any property which may be subject to any trusts the Association shall only deal with the same in such manner as is allowed by law having regard to such trusts.
  - 4.2.4. To enter into any arrangements with any Government or authority that are incidental or conducive to the attainment of the objects and the exercise of the powers of the association; to obtain from any such Government or Authority any rights, privileges and concessions which the Association may think it desirable to obtain; and to carry out, exercise and comply with any such arrangement, rights, privileges and concessions.
  - 4.2.5. To appoint, employ, remove or suspend such managers, clerks, secretaries, servants, workmen and other persons as may be necessary or convenient for the purposes of the Association.
  - 4.2.6. To remunerate any person or body corporate for services rendered, or to be rendered, and whether by way of brokerage or otherwise in placing or assisting to place or guaranteeing the placing of any unsecured notes, debentures or other securities of the incorporated association, or in or about the incorporated association or promotion of the incorporated association or in the furtherance of its objects.
  - 4.2.7. To construct, improve, maintain, develop, work, manage, carry out, alter or control any houses, buildings, grounds, works or conveniences which may seem calculated directly; or indirectly to advance the Association's interests, and to contribute to, subsidize or otherwise assist and take part in the construction, improvement, maintenance, development, working, management, carrying out, alteration or control thereof.

- 4.2.8. To invest and deal with the money of the Association not immediately required in such manner as may from time to time be thought fit; subject where applicable to Regulation 31 of the *Collections Regulations 2008* (Qld).
- 4.2.9. To take, or otherwise acquire, and hold shares, debentures or other securities of any company or body corporate.
- 4.2.10. In furtherance of the objects of the Association to lend and advance money or give credit to any person or body corporate; to guarantee and give guarantees or indemnities for the payment of money or the performance of contracts or obligations by any person or body corporate, and otherwise to assist any person or body corporate.
- 4.2.11. To borrow or raise money either alone or jointly with any other person or legal entity in such manner as may be thought proper and whether upon fluctuating advance account or overdraft or otherwise to represent or secure any moneys and further advances borrowed or to be borrowed alone or with others as aforesaid by notes secured or unsecured, debentures or debenture stock perpetual or otherwise, or by mortgage, charge, lien or other security upon the whole or any part of the incorporated association's property or assets present or future and to purchase, redeem or pay-off any such securities.
- 4.2.12. To draw, make, accept, endorse, discount, execute and issue promissory notes, bills of exchange, bills of lading and other negotiable or transferable instruments.
- 4.2.13. In furtherance of the objects of the Association to sell, improve, manage, develop, exchange, lease, dispose of, turn to account, or otherwise deal with, all or any part of the property and rights of the Association.
- 4.2.14. To take or hold mortgages, liens or charges, to secure payment of the purchase price, or any unpaid balance of the purchase price, of any part of the association's property of whatsoever kind sold by the Association, or any money due to the Association from purchasers and others.
- 4.2.15. To take any gift of property whether subject to any special trust or not, for any one or more of the objects of the Associations but subject always to the provision in clause 32.11.
- 4.2.16. To take such steps by personal or written appeals, public meetings or otherwise, as may from time to time be deemed expedient for the purpose of procuring contributions to the funds of the Association, in the shape of donations, annual subscriptions or otherwise.
- 4.2.17. To publish and print any newspapers, periodicals, directories, books, e-books, websites, web pages, blogs, leaflets, posters, photographs, music, software, applications and other materials that the Association may think desirable for the promotion of its objects.
- 4.2.18. In furtherance of the objects of the Association to amalgamate with any one or more incorporated associations having objects altogether or in part similar to those of the Association and which shall prohibit the distribution of its or their income and property among its or their members to an extent at least as great as that imposed upon the Association under or by virtue of clause 32.12.
- 4.2.19. In furtherance of the objects of the Association to purchase or otherwise acquire and undertake all or any part of the property, assets, liabilities and engagements

of any one or more of the incorporated associations with which the Association is authorized to amalgamate.

- 4.2.20. In furtherance of the objects of the Association to transfer all or any part of the property, assets, liabilities and engagements of the Association to any one or more entities having objects similar to the Association's objects and the rules of which prohibit the distribution of the entity's income and assets to its members.
- 4.2.21. To make donations for patriotic, charitable or community purposes.
- 4.2.22. To transact any lawful business in aid of the Commonwealth of Australia in the prosecution of any war in which the Commonwealth of Australia is engaged.
- 4.2.23. To do all such other things as are incidental or conducive to the attainment of the objects and the exercise of the powers of the Association.
- 4.2.24. To guarantee, indemnify, or undertake in any way the payment or repayment of money or debts (including any interest) previously or then lent or to be advanced by any person, body corporate or other entity and to guarantee or indemnify the due performance of any contract, agreement, covenant or obligation of any person, body corporate or other entity.

## **CLASSES OF MEMBERS**

### **5.**

- 5.1. The membership of the Association shall consist of any of the following classes of members:
  - 5.1.1. Ordinary Members: Parents, grandparents or guardians of a student or students with current enrolment and attendance at any educational facility established by the association
  - 5.1.2. Employees: Permanent employees of the Association
  - 5.1.3. Alumni: Past students of the school over the age of 18 years making voluntary financial contributions to the Association
  - 5.1.4. Others: Any other person admitted by the Management Committee as a member who supports the work of the Association
  - 5.1.5. Honorary Life Members
- 5.2. The number of each class of member as listed above is unlimited.
- 5.3. The maximum number of members shall be:
  - 5.3.1. Ordinary Members: unlimited
  - 5.3.2. Employees: unlimited
  - 5.3.3. Alumni: unlimited
  - 5.3.4. Others: 10
  - 5.3.5. Life Members: unlimited



## **MEMBERSHIP**

6.

- 6.1. Every applicant for any class of membership of the Association must be proposed by 1 member of the Association (the proposer) and seconded by another member (the seconder). The application for membership must be in writing, signed by the applicant and the applicant's proposer and seconder and in the form decided by the Management Committee.
- 6.2. Honorary Life Members shall be such persons as, having rendered outstanding service to the Association or for any other sufficient reason, are elected such by a special resolution by the Association.

## **MEMBERSHIP FEES**

7.

- 7.1. The membership fees for each class of membership shall be such sum as the members shall from time to time at any general meeting so determine.
- 7.2. The membership fees for each class of membership shall be payable at such time and in such manner as the Management Committee shall from time to time determine.

## **ADMISSION AND REJECTION OF MEMBERS**

8.

- 8.1. At the next meeting of the Management Committee after the receipt of any application and the fee applicable for any class of membership such application shall be considered by the Management Committee who shall thereupon determine upon the admission or rejection of the applicant. For certainty, an AGM will not constitute a meeting of the Management Committee for the purposes of this clause.
- 8.2. Any applicant who receives a majority of the votes of the members of the Management Committee present at the meeting at which such application is being considered shall be accepted as a member to the class of membership applied for.
- 8.3. Upon the acceptance or rejection of an application for any class of membership the Secretary shall forthwith give the applicant notice in writing of such acceptance or rejection.

## **CESSATION OF MEMBERSHIP**

9.

- 9.1. Membership will cease automatically for:
  - 9.1.1. Ordinary Members: Parents, grandparents or guardians of a student upon the student ceasing to be enrolled at the school
  - 9.1.2. Employees: On the last day of employment with the Association
  - 9.1.3. Alumni: Where the annual subscription is not paid within 1 month from the due date for renewal



- 9.1.4. Others: Upon the last day of the relevant period of membership for such member as may be determined by the Management Committee in writing from time to time and at any time
- 9.1.5. All classes: Upon the death of the member
- 9.2. Upon cessation of membership a member may reapply for membership in an appropriate class of membership.

### **TERMINATION OF MEMBERSHIP**

10.

- 10.1. A member may resign from the Association by giving a written notice of resignation to the Secretary.
- 10.2. The resignation takes effect at the time such notice is received by the Secretary unless a later date is specified in the notice when it shall take effect on that later date.
- 10.3. The Management Committee may terminate a member's membership if the member:
  - 10.3.1. Is convicted of an indictable offence; or
  - 10.3.2. Does not comply with any of the provisions of these Rules; or
  - 10.3.3. Has membership fees in arrears for a period of 2 months or more; or
  - 10.3.4. Conducts himself or herself in a way considered to be injurious or prejudicial to the character or interests of the Association.
- 10.4. Before the Management Committee terminates a member's membership, the Management Committee must give the member not less than one month's written notice of its intention to terminate the member's membership and a full and fair opportunity to make submissions to the Management Committee as to why the member's membership should not be terminated in the circumstances.
- 10.5. If, after considering all representations made by the member, the Management Committee resolves to terminate the membership, the Secretary must give the member a written notice of the decision.

### **APPEAL AGAINST REJECTION OR TERMINATION OF MEMBERSHIP**

- 11. There shall be no appeal against rejection or termination of membership.

### **REGISTER OF MEMBERS**

12.

- 12.1. The Management Committee must keep a register of members.
- 12.2. The register of members must include the following particulars for each member:
  - 12.2.1. Full name and residential address
  - 12.2.2. Date of admission of member



- 12.2.3. Class of membership
  - 12.2.4. Date of resignation or death of member
  - 12.2.5. Details of termination or re-instatement of membership
  - 12.2.6. Any further particulars the Management Committee or the members at any general meeting may require from time to time
- 12.3. The Register must be open for inspection at all reasonable times.
- 12.4. However before the member may inspect the register, the member must apply to the Secretary to inspect it.

## **SECRETARY**

13.

- 13.1. If a vacancy happens in the office of secretary, the members of the Management Committee must ensure a secretary is appointed or elected for the association within 1 month after the vacancy happens.
- 13.2. The secretary must be an individual residing in Queensland, or in another State but not more than 65km from the Queensland border.

## **MEMBERSHIP OF MANAGEMENT COMMITTEE**

14.

- 14.1. The Management Committee of the Association (which may also be referred to as “**the Board**”) shall consist of the following officer bearers:
  - 14.1.1. the President;
  - 14.1.2. the Secretary;
  - 14.1.3. the Treasurer; and
  - 14.1.4. any other members the Association members elect or appoint at a general meeting.
- 14.2. The Management Committee shall consist of not more than 9 members (each a “**member of the Management Committee**”).
- 14.3. A member of the Management Committee must be a member of the association.
- 14.4. The rotation of elections of the members of the Management Committee shall take place in the following manner:
  - 14.4.1. one half of the current members of the Management Committee (rounded down to the nearest whole number), shall hold their position until the first AGM after the adoption of this Constitution and shall then retire from office;
  - 14.4.2. the balance of the current members of the Management Committee, shall hold their position until the second AGM after the adoption of this Constitution and shall then retire from office;



- 14.4.3. the Management Committee shall determine which of the members of the Management Committee shall retire, and in which order, under clauses 14.4.1 and 14.4.2, or shall determine a method by which the relevant members of the Management Committee shall make such determination;
- 14.4.4. thereafter, unless provided otherwise in this Constitution, all members of the Management Committee shall hold their position for a period commencing on the date of appointment and ending on the date on which the second AGM is held following such date of appointment;
- 14.4.5. appointment shall be made in accordance with clause 17 to fill all vacancies on the Management Committee; and
- 14.4.6. all retiring members of the Management Committee are eligible, on nomination, for re-election.

### **ELECTING THE MANAGEMENT COMMITTEE**

15.

15.1. A member of the Management Committee may only be elected as follows:

- 15.1.1. Any 2 members of the Association may nominate another member (the candidate) to serve as a member of the Management Committee
- 15.1.2. The nomination, must be in writing and signed by the candidate and the members who nominated him or her, and shall be lodged with the secretary at least 14 days before the annual general meeting at which the election is to be held
- 15.1.3. A list of the candidates' names in alphabetical order, with the names of the members who nominated each candidate, must be posted in a conspicuous place in the office or usual place of meeting of the Association for at least 7 days immediately preceding the annual general meeting
- 15.1.4. If required by the Management Committee, balloting lists must be prepared containing the names of the candidates in alphabetical order
- 15.1.5. Each member present at the annual general meeting may vote for any number of candidates not more than the number of vacancies
- 15.1.6. If, at the start of the meeting, there are not enough candidates nominated, nominations may be taken from the floor of the meeting

### **RESIGNATION OR REMOVAL FROM OFFICE OF MANAGEMENT COMMITTEE MEMBER**

16.

- 16.1. A Management Committee member may resign from the Committee by giving written notice of resignation to the Secretary.
- 16.2. The resignation takes effect at the time such notice is received by the secretary unless a later date is specified in the notice when it shall take effect on that later date.
- 16.3. A member may be removed from office at a general meeting of the Association if a majority of the members present at the meeting vote in favour of removing the member.





- 16.4. Before a vote of members is taken about removing the member from office, the member must be given a full and fair opportunity to show cause why he or she should not be removed from office.
- 16.5. A member has no right of appeal against the member's removal from office under this section.

### **VACANCIES ON MANAGEMENT COMMITTEE**

17.

- 17.1. The Management Committee shall have power at any time to appoint another member of the Association to fill a casual vacancy on the Management Committee until the next annual general meeting.
- 17.2. The continuing members of the Management Committee may act despite a casual vacancy on the Management Committee.
- 17.3. However, if the number of committee members is less than the number fixed under these rules as a quorum of the Management Committee, the continuing members may act only to:
  - 17.3.1. Increase the number of Management Committee members to the number required for a quorum; or
  - 17.3.2. Call a general meeting of the Association.

### **FUNCTIONS OF THE MANAGEMENT COMMITTEE**

18.

- 18.1. Except as otherwise provided by these Rules and subject to resolutions of the members of the Association carried at a general meeting, the Management Committee:
  - 18.1.1. Has the general control and management of the administration of the affairs, property and funds of the Association
  - 18.1.2. Has authority to interpret the meaning of these Rules and any matter relating to the Association on which these Rules are silent
  - 18.1.3. Has the roles and responsibilities as defined in the Governance Policy
- 18.2. The Management Committee may exercise all the powers of the Association:
  - 18.2.1. To borrow, raise or secure the payment of amounts in such manner as the members of the Association may decide
  - 18.2.2. To secure the amounts mentioned in clause 18.2.1 or the payment or performance of any debt, liability, contract, guarantee or other engagement incurred or to be entered into by the Association in any way including by the issue of debentures (perpetual or otherwise) charged upon the whole or part of the Association's property, both present and future
  - 18.2.3. To purchase, redeem or pay off any such securities
  - 18.2.4. To borrow amounts from members and pay interest on the amounts borrowed



- 18.2.5. To mortgage or charge the whole or part of its property
  - 18.2.6. To issue debentures and other securities, whether outright or as security for any debt, liability or obligation of the Association
  - 18.2.7. To provide and pay off any securities issued
  - 18.2.8. To invest in a way the members of the association may from time to time decide
- 18.3. For clause 18.2.4, the rate of interest must not be more than the current rate being charged for overdrawn accounts on money lent (regardless of the term of the loan) by the financial institution nominated by the association.

### **MEETINGS OF THE MANAGEMENT COMMITTEE**

19.

- 19.1. Subject to this clause, the Management Committee may meet and conduct its proceedings as it considers appropriate.
- 19.2. The Management Committee shall meet to exercise its functions:
  - 19.2.1. at least once in every 4 calendar months; and
  - 19.2.2. not less than 10 times in each period commencing on the date on which an AGM of the Association is held and ending on the date on which the next AGM of the Association is held.
- 19.3. The committee must decide how a meeting is to be called.
- 19.4. Notice of a meeting is to be given in the way decided by the committee.
- 19.5. A special meeting of the Management Committee shall be convened by the secretary on the requisition in writing signed by not less than one-third of the members of the Management Committee, which requisition shall clearly state the reasons why such special meeting is being convened and the nature of the business to be transacted thereat.
- 19.6. The quorum for a meeting of the Management Committee is the greater of:
  - 19.6.1. 3 members of the Management Committee; or
  - 19.6.2. 50% of the members currently appointed to the Management Committee or elected to the Management Committee.
- 19.7. A question arising at a committee meeting is to be decided by a majority vote of committee members present at the meeting and, if the votes are equal, the question is decided in the negative.
- 19.8. A Management Committee member must not vote on a question about a contract or proposed contract with the Association if the member has an interest in the contract or proposed contract, and if the member does vote the member's vote must not be counted.

- 19.9. Not less than 14 days notice shall be given by the secretary to members of the Management Committee of any special meeting of the Management Committee. Such notice shall clearly state the nature of the business to be discussed thereat.
- 19.10. The President is to preside as chairperson at a Management Committee meeting.
- 19.11. If there is no President or if the President is not present within 10 minutes after the time fixed for a Management Committee meeting, the members may choose 1 of their number to preside as chairperson at the meeting.
- 19.12. If within half an hour from the time appointed for the commencement of a Management Committee meeting a quorum is not present, the meeting, if convened upon the requisition of members of the Management Committee, shall lapse. In any other case it shall stand adjourned to the same day in the next week at the same time and place, or to such other day and at such other time and place as the Management Committee may determine, and if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting, the meeting shall lapse.
- 19.13. Management Committee members will be deemed present when attending committee meetings via telephone, speaker teleconference, or video conference.

### **DELEGATION OF MANAGEMENT COMMITTEE POWERS**

20.

- 20.1. The Management Committee may delegate the whole or part of its powers to a sub-committee consisting of such members of the Association as the Management Committee thinks fit. Any sub-committee so formed shall in the exercise of the powers so delegated conform to any regulations that may be imposed on it by the Management Committee.
- 20.2. A sub-committee may elect a Chairman of its meetings. If no such Chairman is elected, or if at any meeting the Chairman is not present within ten minutes after the time appointed for holding the meeting, the members present may choose 1 of their numbers to be Chairman of the meeting.
- 20.3. A sub-committee may meet and adjourn as it considers appropriate. Questions arising at any meeting shall be determined by a majority of votes of the members present and, in the case of an equality of votes, the question shall be deemed to be decided in the negative and referred to the Management Committee for determination.

### **ACTS NOT AFFECTED BY DEFECTS OR DISQUALIFICATIONS**

21.

- 21.1. All acts done by any meeting of the Management Committee or of a sub-committee or by any person acting as a member of the Management Committee shall, notwithstanding that it is afterwards discovered that there was some defect in the appointment of any of them were disqualified, be as valid as though every such person had been duly appointed and was qualified to be a member of the Management Committee.



## **RESOLUTIONS OF MANAGEMENT COMMITTEE WITHOUT MEETING**

22.

- 22.1. A resolution in writing signed by all the members of the Management Committee for the time being entitled to receive notice of a meeting of the Management Committee shall be as valid and effectual as if it had been passed at a meeting of the Management Committee duly convened and held. Any such resolution may consist of several documents in like form, each signed by one or more members of the Management Committee.

## **ANNUAL GENERAL MEETING**

23.

- 23.1. The annual general meeting shall be held within 3 months of the close of the financial year.
- 23.2. The following business must be transacted at each annual general meeting:
- 23.2.1. Receiving the Management Committee's report and the statement of income and expenditure, assets and liabilities and mortgages, charges and securities affecting the property of the association for the preceding financial year
  - 23.2.2. Receiving the auditor's report upon the books and accounts for the preceding financial year
  - 23.2.3. Election of members of the management Committee
  - 23.2.4. Appointment of an auditor

## **SPECIAL GENERAL MEETING**

- 24.24. The secretary shall convene a special general meeting:
- 24.1. When directed to do so by the Management Committee; or
  - 24.2. On the requisition in writing signed by not less than one-third of the members presently on the Management Committee or not less than the number of ordinary members of the Association which equals double the number of members presently on the Management Committee plus one. Such requisition shall clearly state the reasons why such special general meeting is being convened and the nature of the business to be transacted thereat; or
  - 24.3. On being given a notice in writing of an intention to appeal against the decision of the Management Committee to reject an application for membership or to terminate the membership of any person.

## **QUORUM FOR, AND ADJOURNMENT OF, GENERAL MEETING**

25.25.

- 25.1. At any general meeting the number of members required to constitute a quorum shall be double the number of members presently on the Management Committee plus one.



- 25.2. No business shall be transacted at any general meeting unless a quorum of members is present at the time when the meeting proceeds to business. For the purposes of this rule “**member**” includes a person attending as a proxy or as representing a corporation which is a member.
- 25.3. If within half an hour from the time appointed for the commencement of a general meeting a quorum is not present, the meeting, if convened upon the requisition of members of the Management Committee or the Association, shall lapse. In any other case it shall stand adjourned to the same day in the next week at the same time and place, or to such other day and at such other time and place as the Management Committee may determine, and if at the adjourned meeting a quorum is not present within half an hour time the time appointed for the meeting, the members present shall be a quorum.
- 25.4. The Chairman may, with the consent of any meeting, at which a quorum is present (and shall if so directed by the meeting), adjourn the meeting from time to time and from place to place, but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting, from which the adjournment took place. When a meeting is adjourned for thirty days or more, notice of the adjourned meeting shall be given as in the case of an original meeting. Save as aforesaid it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.

## **NOTICE**

26.

- 26.1. The secretary shall convene all general meetings of the Association by giving not less than 21 days notice of any such meeting to the members of the Association.
- 26.2. The manner by which such notice shall be given shall be determined by the Management Committee: provided that notice of any meeting convened for the purpose of hearing and determining the appeal of a member against the rejection or termination of his membership by the Management Committee, shall be given in writing. Notice of a general meeting shall clearly state the nature of the business to be discussed thereat.

## **PROCEDURE AT GENERAL MEETING**

27. Unless otherwise provided by these Rules, at each general meeting:

- 27.1. At each general meeting:
- 27.2. the President is to preside as Chairperson; and
- 27.3. if there is no President or if the President is not present within 15 minutes after the time fixed for the meeting or is unwilling to act, the members present must elect one of their number to be Chairperson of the meeting; and
- 27.4. the Chairperson must conduct the meeting in a proper and orderly way.
- 27.5. Each question, matter or resolution must be decided by a majority of votes of the members present.
- 27.6. Each member present and entitled to vote shall be entitled to 1 vote only and, in the case of an equality of votes the Chairman shall have a second or casting vote.

- 27.7. A member is not entitled to vote at a general meeting if the member's annual subscription is in arrears at the date of the meeting.
- 27.8. Voting may be by show of hands or a division of members, unless at least 20% of the members present demand a secret ballot, in which event there shall be a secret ballot.
- 27.9. If a secret ballot is held the Chairperson must appoint 2 members to conduct the secret ballot in such manner as the chairperson decides.
- 27.10. The result of a secret ballot as declared by the Chairman shall be deemed to be the resolution of the members at which the ballot was demanded.
- 27.11. A member may vote in person or by proxy or by attorney and on a show of hands every person present who is a member or a representative of a member shall have one vote and in a secret ballot every member present in person or by proxy or by attorney or other duly authorized representative shall have one vote.
- 27.12. The instrument appointing a proxy shall be in writing, in the common or usual form under the hand of the appointor or of his attorney duly authorized in writing or, if the appointor is a corporation, either under seal or under the hand of an officer or attorney duly authorized. A proxy may but need not be a member of the Association. The instrument appointing a proxy shall be deemed to confer authority to demand or join in demanding a secret ballot.
- 27.13. Where it is desired to afford members an opportunity of voting for or against a resolution the instrument appointing a proxy shall be in the following or like form:

ASSOCIATION:

I, \_\_\_\_\_ of \_\_\_\_\_, being a member of the above named Association,  
 Appoint \_\_\_\_\_ of \_\_\_\_\_, as my proxy to vote for me on my behalf at the  
 (annual) general meeting of the Association, to be held on \_\_\_\_\_ the \_\_\_\_\_ day of  
 \_\_\_\_\_, 20\_\_\_\_, and at any adjournment of the meeting.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Signature: \_\_\_\_\_

\*in favour of

This form is to be used \*against the resolution

\*Strike out whichever is not desired. (unless otherwise instructed, the proxy may vote as the proxy considers appropriate.).

- 27.14. Each instrument appointing a proxy shall be deposited with the secretary prior to the commencement of the meeting or adjourned meeting at which the person named in the instrument proposes to vote.
- 27.15. The secretary must ensure minutes of all questions, matters, resolutions and other proceedings of every Management Committee meeting and general meeting are recorded.



- 27.16. If asked by a member of the Association, the secretary must within 28 days after the request is made make the minute book for a particular general meeting available for inspection by that member at a mutually agreed time and place. Items designated by the management committee (acting reasonably) as confidential items shall not be open for inspection by members.

### **MINUTES OF MANAGEMENT COMMITTEE MEETINGS**

28. For the purposes of ensuring the accuracy of the recording of such minutes, the minutes of every Management Committee meeting shall be signed by the Chairman of that meeting or the Chairman of the next succeeding Management Committee meeting verifying their accuracy. Similarly, the minutes of every general meeting shall be signed by the Chairman of that meeting or the Chairman of the next succeeding general meeting: Provided that the minutes of any annual general meeting shall be signed by the Chairman of that meeting or the Chairman of the next succeeding general meeting or annual general meeting.

### **BY-LAWS**

- 29.
- 29.1. The Management Committee may make, amend or repeal by-laws, not inconsistent with these Rules, for the internal management of the Association.
- 29.2. A by-law may be set aside by a vote of members at a general meeting of the association.

### **ALTERATION OF RULES**

- 30.
- 30.1. Subject to the provisions of the *Associations Incorporation Act 1981* (Qld), these Rules may be amended, repealed or added to by a special resolution carried at a general meeting.
- 30.2. However an amendment, repeal or addition is valid only if it is submitted to and approved by the chief executive.

### **COMMON SEAL**

- 31.
- 31.1. The Management Committee must ensure the association has a Common Seal.
- 31.2. The common seal must be:
- 31.2.1. Kept securely by the Management Committee
  - 31.2.2. Used only under the authority of the Management Committee
- 31.3. Each instrument to which the seal is attached must be signed by a member of the Management Committee and countersigned by the Secretary; or another member of the Management Committee or by someone appointed by the Management Committee.

## FUNDS AND ACCOUNTS

32.

- 32.1. The funds of the Association must be kept in an account or accounts in the name of the Association in a financial institution decided by the Management Committee.
- 32.2. Records and accounts must be kept in the English language showing full and accurate particulars of the financial affairs of the Association.
- 32.3. All amounts must be deposited in the financial institution account(s) as soon as practicable after receipt.
- 32.4. Any payments of \$100 or more must be made by cheque or electronic funds transfer.
- 32.5. Subject to clause 32.6, if a payment of \$100 or more is made by cheque, the cheque must be signed by any 2 of the following—
  - 32.5.1. the president;
  - 32.5.2. the secretary;
  - 32.5.3. the treasurer;
  - 32.5.4. any one of 3 other members of the association (which may include the business administrator from time to time) who have been authorised by the management committee to sign cheques issued by the association.
- 32.6. However, one of the persons who signs the cheque must be the president, the secretary or the treasurer.
- 32.7. Cheques must be crossed "*not negotiable*" except those in payment of wages, allowances or petty cash recoupment which may be open.
- 32.8. A petty cash account must be kept on the imprest system. The Management Committee must approve the maximum amount of petty cash to be kept in the office.
- 32.9. All expenditure must be allocated to cost account codes and reported against annual operating budgets and summary reports approved or ratified at a Management Committee meeting.
- 32.10. The Director must, as soon as practicable after the end of each financial year, ensure a statement containing the following particulars are prepared:
  - 32.10.1. The income and expenditure for the financial year just ended;
  - 32.10.2. The association's assets and liabilities at the close of the year; and
  - 32.10.3. The mortgages, charges and securities affecting the property of the Association at the close of the year; and
  - 32.10.4. Statement of cashflows reported in accordance with current accounting standards. The treasurer shall review the reports and provide a summary report to the Management Committee and the annual general meeting.



32.11. The auditor must examine the statement prepared under the preceding subsection and present a report about it to the treasurer before the next annual general meeting following the financial year for which the audit was made.

32.12. The income and property of the Association whencesoever derived shall be used and applied solely in promotion of its objects and in the exercise of its powers as set out herein and no promotion thereof shall be distributed, paid dividend, bonus or otherwise by way of profit to or amongst the members of the association provided that nothing herein contained shall prevent the payment in good faith of interest to any such member in respect of moneys advanced by him to the Association or otherwise owing by the Association to him or of remuneration to any officers or servants of the Association or to any member of the association or other person in return for any services actually rendered to the Association, provided further that nothing herein contained shall be construed so as to prevent the payment or repayment to any member of out of pocket expenses, money lent, reasonable and proper charges for goods hired by the Association or reasonable and proper rent for premises demised or let to the Association.

32.13. No portion of both the Library and School Building fund shall be distributed directly or indirectly to the members of the Management Committee of the fund except as reimbursement for out-of-pocket expenses incurred on behalf of the fund or proper remuneration for administrative services.

## **DOCUMENTS**

33. The Management Committee must ensure the safe custody of books, documents, instruments of title and securities of the Association.

## **FINANCIAL YEAR**

34. The financial year of the Association shall close on 31st December in each year.

## **DISTRIBUTION OF SURPLUS ASSETS TO ANOTHER ENTITY**

35. If the Association shall be wound up in accordance with the provisions of the *Associations Incorporation Act 1981* (Qld), and 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 of the Association, but shall be given or transferred to some other institution or institutions having objects similar to the objects of the Association, and which shall prohibit the distribution of its or their income and property among its or their members to an extent at least as great as is imposed on the Association under or by virtue of clause 32.10, such institution or institutions to be determined by the members of the Association, except for both the Library gift fund and School Building gift fund or the revocation of endorsement of Rudolf Steiner Education Group Brisbane Inc for the operation of the School Building Fund or Library where any surplus assets of the funds must be transferred to another fund, authority or institution, which has similar objects to the Rudolf Steiner Education Group Brisbane Inc Association and which is a body that may receive tax deductible gifts under Subdivision 30-B of the *Income Tax Assessment Act 1997* (Cth) as amended from time to time or any other legislative provision enacted in substitution for those provisions.