



Constitution of the Autism Association of Western Australia Inc

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Constitution of The Autism Association (Incorporated)

1 Name and address of the Autism Association

- 1.1 The name of the association is the Autism Association of Western Australia Inc.
- 1.2 The address of the Autism Association is 215 Stubbs Terrace, Shenton Park, Western Australia.

2 Definitions

- 2.1 In this Constitution, unless contrary intention appears:
- (1) **ACNC Act** means the *Australian Charities and Not-for-profits Commission Act 2012* (Cth) and includes any amendment or re-enactment of it or any legislation passed in substitution for it;
 - (2) **Act** means the *Income Tax Assessment Act 1997* and the *Income Tax Assessment Act 1936* and includes any amendment or re-enactment of it or any legislation passed in substitution for it;
 - (3) **Annual General Meeting** means the meeting required by this Constitution to be held once in each year after the end of the Financial Year in accordance with Rule 17.1 to which all Members are invited;
 - (4) **Associations Act** means the *Associations Incorporation Act (WA) 1987* and includes any amendment or re-enactment of it or any legislation passed in substitution for it;
 - (5) **Auditor** means the duly qualified person or firm appointed by the Board from time to time to act as auditor of the Autism Association;
 - (6) **Autism Association** means the Autism Association of Western Australia Inc;
 - (7) **Autism Spectrum Disorder** means a group of closely related disorders, including Autism, Asperger's Syndrome and any other pervasive developmental disorder not otherwise specified, that belong to the same diagnostic category and share the same core symptoms, such disorders resulting in a complex, life-long developmental disability which is neurobiological in origin;
 - (8) **Autism** means Autism Spectrum Disorder;
 - (9) **Board** means the board of the Autism Association elected pursuant to this Constitution;
 - (10) **Board Member** means a person elected/appointed to the membership of the Board pursuant to Rule 9;

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- (11) **Chief Executive Officer** means the person appointed pursuant to Rule 14.1;
- (12) **Chairperson** means the chairperson, o appointed pursuant to Rule 11.2(1) ;
- (13) **Commissioner** means the Commissioner as defined by the Associations Act;
- (14) **Commissioner of Taxation** means the Commissioner of Taxation, a Second Commissioner of Taxation or a Deputy Commissioner of Taxation for the purposes of the ITAA97;
- (15) **Community Housing Assets** means:
- (a) land and/or premises transferred to the Autism Association by the Housing Authority, but does not include land or land and premises that the Housing Authority sells at market value to the Autism Association;
 - (b) land and/or premises acquired by the Autism Association wholly or partly with funding provided by the Housing Authority, including but not limited to where such funding is comprised of:
 - (i) funding provided directly by the Housing Authority;
 - (ii) GST input tax credits claimed by the Autism Association in connection with any supplies which are funded wholly or in part by the Housing Authority;
 - (c) a legal interest in land and/or premises acquired by the Autism Association wholly or partly with funding provided or where the acquisition is facilitated by the Housing Authority;
 - (d) land and/or premises acquired by the Autism Association wholly or in part with borrowings leveraged off or cash flow generated from any assets in the Autism Association's portfolio in which the Housing Authority has or had an interest;
 - (e) land and/or premises where the Housing Authority is identified as having an interest in any legal agreement;
 - (f) land and/or premises procured with the proceeds of sale of land and/or premises in which the Housing Authority has previously had an interest; and
 - (g) housing constructed by the Housing Authority or improvements made on land and/or premises by the Housing Authority,
- provided that the Housing Authority has a legal interest in any such land/or premises by way of legal agreement between the Housing Authority and the Autism Association;
- (16) **Community Housing Provider** means an organisation that provides community housing;
- (17) **Contribution** means:
- (a) a contribution of money or property as described in item 7 of the table contained in section 30-15 of the ITAA97 in relation to a fundraising event; or

- (b) a contribution of money as described in item 8 of the table contained in section 30-15 of the ITAA97 in relation to a successful bidder at an auction that was a fundraising event,

held for the Autism Association Objects;

- (18) **Deductible Gift Recipient** means an institution, fund, authority or any other entity that is endorsed as a deductible gift recipient by the Commissioner of Taxation under Division 30 of the ITAA97 or is a specifically listed deductible gift recipient under Division 30 of the ITAA97;
- (19) **Financial Year** means the period commencing on 1 July in each year and ending on 30 June in the following year;
- (20) **General Meeting** means an Annual General Meeting or a Special General Meeting;
- (21) **Honorary Member** means a Member admitted as an Honorary Member pursuant to clause 6.2(2);
- (22) **Housing Authority** means the Housing Authority as defined in the Housing Act 1980 (WA) as amended;
- (23) **ITAA97** means the Income Tax Assessment Act 1997 (Cth);
- (24) **Life Member** means a Member admitted as a Life Member pursuant to clause 6.2(2);
- (25) **Member** means a member of the Autism Association, whether an Ordinary Member, a Life Member or an Honorary Member;
- (26) **Membership Term** means the term applicable to the relevant person as described in Rule 6.3;
- (27) **Nominations Committee** means the committee formed pursuant to Rule 10.1;
- (28) **Objects** means the objects of the Autism Association as set out in Rule 3;
- (29) **Ordinary Member** means a Member admitted as an Ordinary Member pursuant to clause 6.2(1);
- (30) **Powers** means the powers of the Autism Association as set out in Rule 4;
- (31) **Registered** means a Community Housing Provider that has successfully achieved registration under the Community Housing Regulatory Framework as a tier 1, 2 or 3 provider;
- (32) **Registered Public Benevolent Institution** has the meaning contained in section 995(1) of the ITAA97;
- (33) **Rules** means the rules of the Autism Association as contained in this document altered or added to from time to time;
- (34) **Special General Meeting** means a meeting other than the Annual General Meeting called in accordance with Rule 17.2 to which all Members are invited;
- (35) **Surplus Property**, in relation to the Autism Association, means property remaining after the satisfaction of:
- (a) the debts and liabilities of the Autism Association; and

- (b) the costs, charges and expenses of winding up or cancelling the incorporation of the Autism Association,

but does not include books relating to the management of the Autism Association or Community Housing Assets; and

- (36) **Vice Chairperson** means the vice chairperson appointed pursuant to Rule 11.2(1).

2.2 Interpretation

In this Constitution, unless the contrary intention appears:

- (1) the singular includes the plural and the masculine the feminine and vice versa;
- (2) words importing persons include corporations and firms;
- (3) writing includes printing, electronic texts, type-writing, braille, other modes of representing or reproducing words in a visible form, or partly in one and partly in another; and
- (4) the headings shall not affect the construction of these Rules.

3 Objects

- 3.1 The Objects of the Association shall be the support and promotion of the interests of persons with an Autism Spectrum Disorder and related developmental disabilities, as well as their families and without limiting the generality of the foregoing:

- (1) the principal Objects are to:
 - (a) provide services to meet the needs and interests of individuals with an Autism Spectrum Disorder and related developmental disabilities
 - (b) promote awareness in the community of the needs of people with an Autism Spectrum Disorder and their families;
 - (c) undertake public and professional education and training in respect of Autism Spectrum Disorders for those working with people diagnosed with an Autism Spectrum Disorder; and
- (2) the ancillary Objects are to:
 - (a) encourage and promote research into Autism Spectrum Disorders;
 - (b) be a specialist resource centre to promote and encourage best practice in the support and management of people with an Autism Spectrum Disorder
 - (c) promote best practice standards in service delivery required in supporting people diagnosed with an Autism Spectrum Disorder through pursuing the principal objects;
 - (d) enter into arrangements with any Government, State, Federal, Local, or any body, that supports or furthers the Objects of the Autism Association;
 - (e) co-operate with any organisation or body whose objects are altogether, or in part similar, to those of the Autism Association;

- (f) do all such other things as are conducive or incidental to the attainment of any of the Objects.

4 Powers

The Autism Association shall have all the powers of an association granted under the Associations Act and all the powers of a natural person exercisable solely to attain and promote the Objects of the Autism Association.

5 Assets Income and Accounts

5.1 Application of Funds

- (1) The property and income of the Autism Association must be applied solely towards the promotion of the Objects and no part of that property or income may be paid or otherwise distributed directly or indirectly, to a Member, except in good faith in promotion of the Objects.
- (2) Rule 5.1(1) above does not prevent:
 - (a) the payment in good faith of remuneration to any officer, servant or Member of the Autism Association in return for any services actually rendered to the Autism Association or for goods supplied in the ordinary and usual way of business;
 - (b) the payment of reasonable and proper rent by the Autism Association to a Member for premises leased by the Member to the Autism Association; or
 - (c) the reimbursement of expenses incurred by any officer or Member on behalf of the Autism Association.

5.2 Financial Accounts

The Board shall cause proper accounts to be kept of the transactions of the Autism Association and shall submit to the Annual General Meeting of the Autism Association a report, together with an income and expenditure statement and balance sheet drawn up at the end of the Financial Year in each case. The Auditor's report shall be attached to such financial reports.

6 Membership

6.1 Categories of Membership

Membership of the Autism Association shall be available under the following categories:

- (1) **Ordinary Member**
 - (a) An individual is eligible for Ordinary Membership if he:
 - (i) is 18 years of age or over; and
 - (ii) is not currently a paid employee of the Autism Association; and
 - (iii) has a family member with an Autism Spectrum Disorder; or

- (iv) is the legally appointed guardian of a person with an Autism Spectrum Disorder; or
 - (v) has a professional interest in the welfare of people with an Autism Spectrum Disorder; or
 - (vi) has, in the opinion of the Board skills or community standing which are of benefit to the Autism Association and its Objects.
- (b) A body corporate is eligible for Ordinary Membership if it has an educational, research or other interest in the field of Autism Spectrum Disorder.

(2) **Life Member**

An Ordinary Member that is an individual and who, in the opinion of the Board, has given outstanding service to the Autism Association is eligible for Life Membership.

(3) **Honorary Member**

An individual or body corporate, who is not a serving member of the Board, or employee or officer of the Autism Association, and who in the opinion of the Board has rendered a valuable contribution to the Autism Association or within the field of Autism Spectrum Disorders, is eligible for Honorary Membership.

6.2 Admission to Membership

(1) **Ordinary Members**

Admission as an Ordinary Member is dependent on the following:

- (a) meeting the criteria as detailed in the applicable Membership category as set out in Rule 6.1;
- (b) completion of a valid application form;
- (c) payment of the annual subscription as set by the Board from time to time; and
- (d) approval of the application for membership by a simple majority vote by the Board, or in the case of an appeal under Rule 6.6, by a simple majority vote by the Members.

(2) **Life Members and Honorary Members**

Admission as a Life Member or Honorary Member is dependent on the following:

- (a) meeting the criteria as detailed in the Life Membership or Honorary Membership categories respectively;
- (b) nomination of the person for "life membership" or "honorary membership" by two Members of the Autism Association; and
- (c) approval of the relevant application for membership by a simple majority vote by the Board, or in the case of an appeal under Rule 6.6, by a simple majority vote by the Members.

- (3) The Board must approve or reject any new application for membership at the Board meeting following both receipt of an application and payment of the annual subscription fees.

- (4) The Chief Executive Officer is responsible for notifying all applicants of the outcome of their application for membership.

6.3 Term of Membership

- (1) Ordinary Members
 - (a) The term of membership for Ordinary Members shall be:
 - (i) a 12 month period starting on the later of the date of the decision of the Board to accept the person as a Member or the date of payment of the annual subscription fee; and
 - (ii) in the case of a renewing member, for the 12 month period commencing on the date of payment of the annual subscription.
- (2) **Life Members and Honorary Members**
 - (a) The term of membership for a Life Member and an Honorary Member commences on the date of approval of the relevant application by the Board and ceases on termination of membership pursuant to Rule 6.7.

6.4 Annual subscriptions

- (1) The Board shall determine the amount of the annual subscription prior to the commencement of each Financial Year.
- (2) Members must pay the annual subscription fee applicable at the time of payment (which should be the time of expiry of the relevant Member's Membership Term) to the person and in the manner directed by the Board.
- (3) No subscriptions fees are required to be paid by a Life Member or an Honorary Member.

6.5 Rights and obligations of membership including voting rights

- (1) A person may exercise all the rights and obligations of a Member for the purposes of this Constitution during the Membership Term applicable to the person.
- (2) Ordinary Members at any General Meeting shall be entitled to vote.

6.6 Refusal of applications for Membership

A person to whom a notice of refusal of membership is given, may, within 28 days after the receipt of the notice, notify the Chief Executive Officer in writing that he or she wishes to appeal the decision of the Board to a General Meeting.

6.7 Termination of Membership

Membership of the Autism Association will be terminated on:

- (1) receipt by the Chief Executive Officer of a notice in writing from a Member of his or her resignation from the Autism Association;
- (2) expulsion of a Member in accordance with this Constitution; or
- (3) the death of a Member.

6.8 Expulsion of Member

- (1) The Board may by resolution passed in favour reprimand, suspend or expel a

Member for:

- (a) failing to comply with the Constitution or regulations;
 - (b) conduct injurious or prejudicial to the interest of the Autism Association.
 - (c) conviction of an offence under the Associations Act or an indictable criminal offence
- (2) The Board must not pass a resolution in relation to expulsion of the Member unless the Member has been:
- (a) informed in writing not less 21 days before the date of the Board meeting referred to above, of:
 - (i) what it is alleged the Member has done which includes particulars of that conduct or other circumstances; and
 - (ii) the time, date and place of the Board meeting at which the question of that suspension or expulsion will be decided; and
 - (b) given reasonable opportunity to be heard by, or make representations to, the Board.
- (3) The Board must immediately after deciding whether or not to suspend or expel that Member, communicate that decision in writing to that Member.
- (4) A Member has his or her membership suspended or ceases to be a Member on the day on which the decision to suspend or expel the Member is communicated to him or her.
- (5) A decision of the Board to suspend or expel a Member is final and the Member has no right to appeal that decision.

7 Register of Members

- (1) The Chief Executive Officer or such other person determined by the Board must comply with the Associations Act by keeping and maintaining a proper register of Members showing the name and address of each Member, the day of payment of subscriptions, if any, and the category of Membership.
- (2) On the request of a Member, the register must be made available for the inspection of the Member and the Member may make a copy of all or part of the register but will have no right to remove the register for that purpose.
- (3) The Board may require a Member who requests a copy of or extract from the Register of Members to provide a statutory declaration setting out the purpose of the request and declaring that the purpose is directly connected with the affairs of the Autism Association.
- (4) The register must be so kept and maintained at the premises of the Autism Association or such other place as the Board decides.

8 The Board

8.1 Composition of the Board

- (1) The Board shall comprise no more than 9 persons and no less than 6 persons all of whom must be Members, including any Board Members appointed by the Board pursuant to Rule 9.3. The Board will consist of individuals who have the relevant

skills and experience to support the governance of the Autism Association.

- (2) Subject to Rule 5.1(2), no person who is receiving a financial benefit from the Autism Association or who is in debt to the Autism Association shall be eligible to serve as a Board Member.

9 Election or Appointment and Retirement of Board Members

9.1 Nominations

- (1) An invitation for nominations of candidates to fill vacancies of the Board shall be included in the notice given pursuant to Rule 17.1(2) calling the Annual General Meeting.
- (2) The notice must detail the required criteria for the position as determined by the Nominations Committee in accordance with Rule 10. Nominated persons should have the skills and experience recommended pursuant to Rule 10 by the Nominations Committee.
- (3) Nominations for election to the Board may be made by a Member and must be seconded by another Member and must be accompanied by the assent of the nominee and a copy of the nominee's curriculum vitae.
- (4) Nominations must be lodged with the Chief Executive Officer at least fourteen (14) days before the date of the Annual General Meeting.
- (5) Acceptance of the nomination will be subject to meeting the criteria set out in the notice. This will be determined by the Nominations Committee in accordance with Rule 10 with confirmation to the prospective nominee no less than 7 days prior to the Annual General Meeting.
- (6) Nominees for Board positions must agree to sign a conflict of interest declaration and undertake a National Police Clearance certificate.

9.2 Method of Election

Voting shall be by a show of hands (unless the Chairperson in his or her absolute discretion calls for a secret ballot) and shall be by a simple majority vote by those Members present at the Annual General Meeting and eligible to vote. In the event of an equality of votes the Chairperson shall have a casting as well as a deliberative vote.

9.3 Appointment of Board Members by the Board

The Board is entitled to appoint up to 2 Board Members, subject to the appointees having the skills and/or experience determined by the Nominations Committee in accordance with Rule 10.

9.4 Terms of Office

- (1) Subject to 9.4(4) the term of office for an elected Board Member shall be three years;
- (2) Subject to 9.4(4) the term of office for an appointed Board Member shall be one year.
- (3) Any retiring Board Member may be re-nominated for election to the Board.
- (4) Notwithstanding any other Rule, a maximum of only two elected Board Members may retire in accordance with 9.4(1) in any one year. Where more than two

elected Board Members are due to retire in the same year, the two longest serving elected Board Members shall retire, and the term of office of any other elected Board Member who had been due to retire shall be extended by one year.

9.5 **Casual Vacancies of the Board**

- (1) If insufficient nominations for vacancies on the Board are received, the vacancies may be filled by the Board as casual vacancies at the next meeting of the Board.
- (2) Any vacancy among elected Board Members may be filled by the Board and the Board Member so appointed shall hold office until the appointment of his or her successor at the next Annual General Meeting. Any appointed Board Member shall be eligible for re-election.

9.6 **Resignation or Disqualification from Membership of the Board**

The position of any Board Member becomes vacant if the individual:

- (1) dies;
- (2) resigns by written notice delivered to the Chief Executive Officer;
- (3) is convicted of an offence under the Associations Act or an indictable offence;
- (4) is permanently incapacitated by mental or physical ill health;
- (5) ceases to be a Member of the Autism Association; or
- (6) is absent from more than 3 consecutive Board meetings without tendering an apology or requesting approval for leave of absence to the Chairperson.

10 **Nominations Committee**

10.1 The Board shall appoint and establish a Nominations Committee to consider and make determinations in relation to the criteria for nominations to the Board.

10.2 The Nominations Committee established under Rule 10.1 will be comprised of the Chairperson, the Chief Executive Officer and any other appointee of the Board.

10.3 The role of the Nominations Committee will be to:

- (1) determine the criteria in relation to the type of expertise and experience required for the appointment of Board Members;
- (2) ensure that the Board consists of individuals who satisfy the criteria determined in accordance with Rule 10.3(1);
- (3) determine whether or not a nominee for a position on the Board satisfies the criteria specified for that position; and
- (4) either allow or disallow the nominee's name to be put forward for election to the Board.

10.4 In determining the criteria for a person to nominate for a Board membership, the Nominations Committee must have regard to:

- (1) the overall composition of the Board;
- (2) the expertise and experience required by the Board and the Autism Association; and

(3) the availability of persons with suitable qualifications and expertise.

10.5 A person who has been nominated for a position on the Board will be informed, in writing, at least 7 days before the Annual General Meeting as to whether or not his or her nomination satisfies the criteria set down for the relevant Board position. Where the Nominations Committee decides that a person has not satisfied the criteria, the reasons for that decision must be provided to the applicant.

11 Officers

11.1 The office bearers of the Autism Association are a Chairperson and a Vice-Chairperson.

11.2 Election of the office bearers

(1) Subject to rule 11.2(2), the Chairperson and Vice Chairperson shall each be elected by the Board from amongst the Board Members at the first Board meeting after the Annual General Meeting. The duly elected office bearers shall each have a term of three years or until the expiry of their term as a Board Member, whichever is the shortest. Any appointed Chairperson or Vice Chairperson shall be eligible for re-election.

(2) Nominations for the position of Chairperson shall be taken from members who:

(a) have held a position on the Board for 12 months, and

(b) have community standing in their professional area of expertise.

11.3 If an office bearer of the Autism Association ceases to be a Board Member, they will cease to be an office bearer of the Autism Association.

11.4 Any vacancy among office bearers may be filled by the Board and the office bearer so appointed shall hold office until the appointment of his or her successor in accordance with clause 11.2.

12 Governance

12.1 The governance of the Autism Association shall be vested in the Board.

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

12.3 Other Powers of the Board

In addition to all powers conferred upon them by the Associations Act, and subject to the Objects of the Autism Association, the Board shall have the following powers:

(1) to enter into any contracts on behalf of the Autism Association;

(2) to appoint committees for any purpose whatsoever within the limitations of the Objects and subject to such conditions as the Board shall impose. All or any of the Board's powers may be delegated to any such committee. Each committee should

preferably have a Board Member as a member thereof and the Chief Executive Officer or his or her delegate shall attend all committee meetings as an ex officio Member. The Board Chair shall be an ex officio Member of all committees;

- (3) to revoke at its pleasure any appointment made and dissolve at the Board's discretion, any sub-committee formed;
- (4) to open and operate accounts at any bank or financial institution and authorise the signature and endorsement of cheques, or to delegate this authority to persons specified by the Board; and
- (5) to interpret the meaning of the Constitution and resolve any matter relating to the Autism Association on which this Constitution is silent.

13 Meetings of the Board

13.1 Frequency of Board Meetings

- (1) The Board shall meet with such frequency and at such place, date and hour as it shall determine from time to time provided a minimum of five (5) meetings are held every Financial Year.
- (2) A special meeting of the Board may be called at the request of four (4) Board Members or by the Chairperson. The request must be submitted to the Chairperson and shall detail the business to be discussed.

13.2 Notice of Board Meetings

At least five (5) business day's written notice of meetings, including special meetings, of the Board shall generally be given, although in matters of extreme urgency less and verbal notice may be given, as long as reasonable efforts to contact and inform all members of the Board of the date, time and place of the meeting has been made.

13.3 Chairpersonship of Board Meetings

The Chairperson or in his or her absence the Vice Chairperson shall take the chair at all General Meetings and meetings of the Board. In the event of the absence of the Chairperson and Vice Chairperson the meeting shall elect a Chairperson from amongst the Board Members present.

13.4 Voting by Board Members

- (1) Each Board Member will have one vote at any Board meeting, which will be cast by a show of hands, or by secret ballot if so requested by any individual Board Member.
- (2) In the case of an equality of votes, the Chairperson will have a casting vote.
- (3) The Chief Executive Officer will have no voting rights.

13.5 Pecuniary Interest

- (1) Any Board Member who has any direct or indirect pecuniary interest in a contract, or proposed contract, made by, or in the contemplation of, the Board must, as soon as he or she becomes aware of his or her interest, disclose the nature and extent of his or her interest to the Board.

- (2) Sub-rule 13.5(1) does not apply in respect of a pecuniary interest that exists only by virtue of the fact that the Board Member is a member of a class of person for whose benefit the Autism Association has been established.
- (3) Where a Board Member discloses a pecuniary interest in a contract or proposed contract in accordance with this rule:
 - (a) the Board Member may not participate in any Board discussions associated with any such contract or proposed contract, and shall not vote on any matters which relate to the interest;
 - (b) the Autism Association cannot avoid the contract on any ground arising from the fiduciary relationship between the Board Member and the Autism Association; and
 - (c) the Board Member is not liable to account for profits derived from the contract.
- (4) The Board shall cause every disclosure made under this rule by a Board Member to be recorded in the minutes of the Board Meeting at which it is made.

13.6 **Quorum for Board Meetings**

At any Board meeting the quorum shall be a minimum of 4 Board Members present in person.

13.7 **Board Sub-Committee Meeting**

At any sub-committee meeting the quorum shall be a minimum of three voting Members present in person.

13.8 **Evidence of Proceedings of Board Meetings**

Minutes of the proceedings of every Board or sub-committee meeting shall be maintained and such minutes when signed and/or initialed on each page, shall be conclusive evidence that the proceedings minuted therein were regular and actually took place as minuted at a meeting duly convened and held and shall be binding on all Members of the Autism Association.

13.9 **Circulating Resolutions**

- (1) The Board may pass a resolution without a Board meeting being held if all the Board Members who would be entitled to vote on the resolution sign a document containing a statement that they either oppose or are in favour of the resolution set out in the document. The resolution will be passed by the Board if the majority of Board Members are in favour of the resolution. In the event of an equality of votes, the Chairperson will have a casting vote.
- (2) Separate copies of a document may be used for signing by Board Members if the wording of the resolution and statement is identical in each copy.
- (3) The resolution is passed when the last Board Member signs.
- (4) A facsimile or an email addressed to or received by the Association and purporting to be signed or sent by a Board Member for the purpose of this rule 13.9 must be treated as a document in writing signed by that Board Member.

14 The Chief Executive Officer

- 14.1 The Board shall appoint the Chief Executive Officer of the Autism Association upon such terms and conditions as the Board thinks appropriate subject to the duties as stipulated hereof and as otherwise advised by the Board from time to time.
- 14.2 The Chief Executive Officer shall be responsible for the running, management and administration of the Autism Association with authority derived from the Board and shall perform such other tasks as shall be required by the Board from time to time.
- 14.3 The Chief Executive Officer must:
- (1) manage the Autism Association in accordance with the Objects of the Constitution and the Rules; and
 - (2) keep full and correct minutes of the proceedings of the Board, any committee and any General Meeting of the Autism Association.
- 14.4 The Chief Executive Officer must, unless otherwise directed by the Board, comply on behalf of the Autism Association with the Associations Act:
- (1) in respect of the register of Members of the Autism Association, as referred to in Rule 7;
 - (2) by keeping and maintaining in an up to date condition the Constitution of the Autism Association; and
 - (3) by maintaining a record of the names and residential or postal addresses of the persons who hold the offices of the Autism Association provided for by this Constitution.

15 Custody and Use of Common Seal

- 15.1 The Autism Association does not have a common seal.
- 15.2 The Autism Association may execute a document if the document is signed by:
- (1) such person or persons as may be authorised under a Board approved policy; or
 - (2) if no such person or persons is authorised, then by:
 - (a) 2 Board Members; or
 - (b) 1 Board Member and a person authorised by the Board.

16 Control of Property

All property, both real and personal, of the Autism Association shall be vested in the name of the Autism Association.

17 Annual and Special General Meetings

17.1 Annual General Meetings

- (1) The Annual General Meeting of the Autism Association shall be held once in every
- (2) current year at such place and date determined by the Board such meeting is to be held within four (4) months from the expiration of the Autism Association's

- (3) Financial Year (unless the Board lodges an application with the Commissioner for a longer period in which the meeting is to be held).
- (4) The Board will give Members 28 days' notice in writing of the Annual General Meeting.
- (5) The business of the Annual General Meeting shall include:
 - (a) the presentation of the annual report and balance sheet for the previous Financial Year;
 - (b) the election of Board Members (where appropriate); and
 - (c) any other general business presented to the Annual General Meeting by any Member.

17.2 Special General Meetings

A Special General Meeting may be called by:

- (1) direction of the Board at any time; or
- (2) direction of the Chief Executive Officer within fourteen (14) days after receipt by her or him of a request to that effect signed by not less than 20% of the Members entitled to vote; and specifying the business for which the Special General Meeting is required.

17.3 Chairpersonship

The Chairperson or in his or her absence the Vice-Chairperson shall take the chair at all General Meetings. In the event of the absence of the Chairperson and Vice-Chairperson the members of the Board present at the meeting shall elect the chair from amongst themselves, failing which the meeting shall elect a Chairperson from amongst the Board Members.

17.4 Voting at General Meetings

- (1) Only Members of the Autism Association who are present and entitled to vote at any General Meeting shall be entitled to vote.
- (2) Each Member shall be entitled to 1 vote only.
- (3) No proxy or absentee voting shall be allowed at a General Meeting.
- (4) Other than in respect of a matter requiring a special resolution, every resolution shall be decided by a majority of votes of the Members.
- (5) Voting shall be by show of hands of Members, unless not less than half of the Members present demand a ballot, in which case there shall be a secret ballot. The Chairperson shall appoint two Members to conduct the secret ballot in such manner as he or she shall determine. The result of the ballot as declared by the Chairperson shall be deemed to be the resolution of the meeting at which the ballot was demanded.

17.5 Pecuniary Interest

Any person who has a pecuniary interest directly or indirectly in any matter which has been discussed or considered by a General Meeting must declare his or her interest to the meeting and shall not take part in the discussion. A person with a pecuniary interest shall not vote on that matter.

17.6 Quorum at Annual and Special General Meetings

At any General Meeting 10 voting Members present in person shall form a quorum.

17.7 Evidence of Proceedings of General Meetings

Minutes of the proceedings of every General Meeting shall be maintained and such minutes when signed and/or initialed on each page by the Chairperson, shall be conclusive evidence that the proceedings minuted therein were regular and actually took place as minuted at a meeting duly convened and held and shall be binding on all Members.

18 Amendment to Constitution

18.1 The Constitution may be altered, added to or repealed at any Annual or Special General Meeting of the Members by special resolution passed by 75% of those Members present and entitled to vote at the said meeting provided always that the notice convening such meeting shall specify the proposed alterations, additions or repeal of the Constitution and shall give at least twenty eight (28) days' notice of such meeting.

18.2 Within one month of the passing of a special resolution altering the Rules, or such further time as the Commissioner may in a particular case allow, the Autism Association shall lodge with the Commissioner notice of the special resolution setting out particulars of the alteration together with a certificate given by the Chairperson certifying that the resolution was duly passed as a special resolution and that the Rules of the Autism Association as so altered conform to the requirements of the Associations Act.

18.3 Subject to Rule 18.4, an alteration of the Rules of the Autism Association does not take effect until the requirement to provide notice to the Commissioner is complied with.

18.4 An alteration of the Rules of the Autism Association having effect to alter the Objects does not take effect until section 17 of the Associations Act is complied with and the approval of the Commissioner is given to the alteration of the Objects.

18.5 The Australian Charities and Not-for-profits Commission must be notified of any alterations to this Constitution as required under the ACNC Act.

19 Auditor

19.1 The Auditor shall be appointed by the Board as soon as practicable following each Annual General Meeting. The Auditor shall retain office until the next appointment is so made or as may otherwise be determined by the Board.

19.2 Upon the Auditor ceasing to be a registered company auditor he or she shall cease to be the registered Auditor of the Autism Association and another Auditor shall be appointed by the Board as soon as practicable thereafter.

19.3 The Auditor's report to the Members shall be presented to the Annual General Meeting.

20 Notices

20.1 All notices required to be served hereunder shall be in writing and shall be deemed to be duly given or made:

- (1) in the case of delivery in person when delivered;
- (2) in the case of electronic transmission on receipt of a recognised acknowledgement of transmission to the recipient at the end of transmission; or

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- (3) in the case of post at the time when the same would normally be delivered in the ordinary course of the post.
- 20.2 A written communication includes a notice by facsimile transmission or email
- 20.3 Failure of any Member to receive a notice required to be given hereunder shall not invalidate any meeting of Members or course of action determined by the Board.

21 Indemnity

- 21.1 Every Board Member and other officer or servant of the Autism Association shall be indemnified by the Autism Association against any claims, demands, actions or suits made against that person by reason of any act or thing done by him as a Member, Board Member, officer or servant in the proper and lawful discharge of his or her duties for and on behalf of the Autism Association and it shall be the duty of the Board to pay out of the funds of the Autism Association all costs necessarily or incidentally incurred (including travelling expenses) which that person may suffer as a result thereof.
- 21.2 No Board Member or officer or servant of the Autism Association shall be liable for the acts, receipts, neglects, or defaults of any other Board Member, officer or servant of the Autism Association or for joining in any receipt or other act of conformity or for any loss or expense incurred by the Autism Association through the insufficiency and/or deficiency of title to any property acquired by order of the officer for or on behalf of the Autism Association or for the insufficiency and/or deficiency of any security in or upon which any of the moneys of the Autism Association shall be invested or for any loss or damage arising from the bankruptcy, insolvency or the unlawful act of any person with whom any moneys, securities or assets shall be deposited or from any loss occasioned by any error of judgment or oversight on his or her part or for any other loss, damage or misfortune whatever which shall happen in the execution of his or her duties or in relation thereto unless the same shall occur through his or her own dishonesty, wilful negligence, default, breach of duty or breach of trust.

22 Dissolution

- 22.1 Immediately prior to the cancellation of the incorporation or the winding up of the Autism Association, all Community Housing Assets in which the Housing Authority has a legal interest under a legal agreement with the Autism Association, are to be, in accordance with the legal agreement and as directed by the Housing Authority, transferred to:
- (1) the Housing Authority; or
 - (2) another Registered Community Housing Provider in Western Australia.
- 22.2 Subject to Rule 22.1, if, upon the cancellation of the incorporation or winding up of the Autism Association, there remains Surplus Property, that property must not be paid to or distributed among the Members or Board Members of the Autism Association but must be given or transferred to an entity of the type set out in the Act which:
- (1) has similar objects to the Autism Association's Objects;
 - (2) is a Registered Public Benevolent Institution;
 - (3) is a Deductible Gift Recipient; and
 - (4) prohibits distribution of its income and property among its members and directors (if any) to an extent at least as great as is imposed on the Autism Association by rule 5.1.
- 22.3 Subject to Rule 22.1, if, in the event of the endorsement of the Autism Association as a

- 22.4 Deductible Gift Recipient being revoked, there remains, after the satisfaction of all its debts and liabilities, any gifts, Contributions and money received from such gifts and Contributions, the same must not be paid to or distributed among the Members or Board Members of the Autism Association but must be given or transferred to one or more institutions, funds or authorities of the type set out in the Act which:
- (1) has similar objects to the Autism Association's Objects;
 - (2) is a Registered Public Benevolent Institution;
 - (3) is a Deductible Gift Recipient; and
 - (4) prohibits distribution of its income and property among its members and directors (if any) to an extent at least as great as is imposed on the Autism Association by Rule 5.1.
- 22.5 The identity of the organisations referred to in Rules 22.1, 22.2 and 22.3 must be determined by Special Resolution of the Members.

23 Custody and Inspection of Records

- 23.1 The Board shall keep in their custody or under their control all books, documents and securities of the Autism Association.
- 23.2 A Member may at any reasonable time inspect without charge the register of members, the record of office holders and an up-to-date copy of the Rules.
- 23.3 The accounts of the Autism Association showing the financial position of the Association at the end of the immediate preceding year shall be submitted to members at the Annual General Meeting.
- 23.4 Members must be provided with copies of the statement of income and expenditure, the balance sheet of assets and liabilities and the auditor's report following a written request being made to the Chief Executive Officer.

24 Dispute Resolution

- 24.1 The dispute resolution procedure set out in this Rule applies to disputes arising under or in relation to these Rules between:
- (1) a Member and another Member; and
 - (2) a Member and the Autism Association.
- 24.2 The parties to a dispute must meet and discuss the matter in dispute, and, if possible, resolve the dispute within 14 days after the dispute comes to the attention of all of the parties.
- 24.3 If the parties are unable to resolve the dispute at the meeting, or if a party fails to attend that meeting, then the parties must, within 10 days, arrange to hold a meeting in the presence of a registered mediator.
- 24.4 The parties to the dispute must, in good faith, attempt to settle the dispute by mediation.
- 24.5 The mediator, in conducting the mediation, must:
- (1) give the parties to the mediation process every opportunity to be heard;

- (2) allow due consideration by all parties of any written statement submitted by any party; and
 - (3) ensure that natural justice is accorded to the parties to the dispute throughout the mediation process.
- 24.6 The mediator must not determine the dispute.
- 24.7 The mediation must be confidential and without prejudice.
- 24.8 If the mediation process does not result in the dispute being resolved, the parties may seek to resolve the dispute in accordance with the Associations Act or otherwise at law.