



**CONSTITUTION
OF
THERAPY FOCUS INCORPORATED**

November 2007

Table of Contents

1.	NAME OF ASSOCIATION	1
2.	DEFINITIONS.....	1
3.	OBJECTS OF ASSOCIATION.....	2
4.	POWERS OF ASSOCIATION.....	3
5.	QUALIFICATIONS FOR MEMBERSHIP OF ASSOCIATION	5
6.	REGISTER OF MEMBERS OF ASSOCIATION	6
7.	SUBSCRIPTIONS OF MEMBERS OF THE ASSOCIATION.....	6
8.	RESIGNATION OF MEMBERS OF ASSOCIATION	6
9.	EXPULSION OF MEMBERS OF ASSOCIATION	6
10.	BOARD OF MANAGEMENT.....	7
11.	CHAIRPERSON	9
12.	SECRETARY	9
13.	TREASURER.....	9
14.	CHIEF EXECUTIVE OFFICER	10
15.	CASUAL VACANCIES IN MEMBERSHIP OF THE BOARD OF MANAGEMENT	10
16.	PROCEEDINGS OF THE BOARD OF MANAGEMENT	11
17.	GENERAL MEETINGS	11
18.	QUORUM IN PROCEEDINGS AT GENERAL MEETINGS.....	13
19.	MINUTES OF MEETINGS OF THE ASSOCIATION	14
20.	VOTING RIGHTS OF MEMBERS OF THE ASSOCIATION	14
21.	PROXIES OF MEMBERS OF THE ASSOCIATION.....	15
22.	RULES OF THE ASSOCIATION	15
23.	COMMON SEAL OF THE ASSOCIATION.....	16
24.	INSPECTION OF RECORDS, ETC OF THE ASSOCIATION.....	16
25.	POLICIES	16
26.	INDEMNITY	16
27.	COMMITTEES	17
28.	REGULATIONS/BY-LAWS	17
29.	AUDITOR	17
30.	ACCOUNTS	18
31.	WRITTEN RESOLUTIONS	18
32.	TECHNOLOGY	18
33.	ATTENDANCE OF CHIEF EXECUTIVE OFFICER AT BOARD MEETINGS.....	19
34.	DEPUTY CHAIRPERSON	19
35.	VALIDATION OF ACTS.....	19
36.	PECUNIARY INTEREST	19
37.	PATRON	19
38.	HONORARY OFFICERS	19
39.	DISPUTES AND MEDIATION.....	19
40.	DISSOLUTION	21
41.	INTERPRETATION	21

THERAPY FOCUS INCORPORATED

RULES

1. NAME OF ASSOCIATION

1.1 The name of the Association is Therapy Focus Incorporated.

2. DEFINITIONS

2.1 In these rules, unless inconsistent with the context or subject matter the following words shall have the following meanings:

“**Act**” means the Associations Incorporation Act 1987;

“**Association**” means the Association referred to in rule 1;

“**Board**” means the Board of Directors referred to in rule 10.1;

“**Board meeting**” means meeting referred to in rule 17.1;

“**Board member**” and/or “**Member**” means person referred to in rules 10.1(a), 10.1(b) or 10.1(c);

“**Chairperson**” means:

(a) in relation to the proceedings at a Board meeting or general meeting the person presiding at the Board meeting in accordance with rule 11.1; and

(b) if that person is unable to perform his or her functions the person elected under rule 11.3;

“**Chief Executive Officer**” means the Chief Executive Officer referred to in rules 12 and 14;

“**financial year**” shall mean the period commencing on the first day of July of each year and ending on the thirtieth day of June in the following calendar year;

“**general meeting**” means meeting convened under rule 17;

“**non-voting member**” means public, corporate, or life member;

“**Friends of Therapy Focus**” are not members but do have voting rights which are not protected under the Act;

“**ordinary resolution**” has the meaning given by section 24 of the Act;

“**Secretary**” means the secretary referred to in rule 12;

“**special resolution**” has the meaning given by section 24 of the Act;

“Treasurer” means the treasurer referred to in rule 13.

3. OBJECTS OF ASSOCIATION

3.1 The objects of the Association are to:

- (a) provide therapy and professional services and other services as appropriate to eligible persons and organisations;
- (b) employ such paid, contracted voluntary or seconded staff as are necessary or desirable for the attainment of the objects of the Association and, through the Board, to supervise such staff;
- (c) as far as the law will permit and subject to the provision of all relevant Statutes, Rules, Regulations and by-laws and of all licenses issued in pursuance thereof, to generate income and to collect funds and to accept donations, subscriptions and bequests to further the aims and objects of the Association;
- (d) apply all funds held by the Association towards the welfare of the Association and its objects and administration and running costs;
- (e) make known to service recipients and the general community by any available means, the aims, objectives and activities of the Association;
- (f) support research and development initiatives;
- (g) do all acts and things that are conducive to the attainment of all or any of the objects of the Association; and
- (h) establish the classes of membership in the association to regulate the same and to admit to such classes eligible persons according to the regulations and requirements of the Association.

3.2 The property and income of the Association shall be applied solely to the promotion of its objects or purposes and no part of that property or income may be paid or otherwise distributed, directly or indirectly, to members of the Association except in good faith in promotion of those objects or purposes PROVIDED THAT nothing herein contained shall prevent the payment of:

- (a) remuneration to any member, officer, employee or agent of the Association or other person in return for services actually authorised and rendered to the Association in the promotion of those objects or purposes;
- (b) interest at a rate not exceeding that charged by the Bank for the time being of the Association on overdraft accommodation of the same amount on any money lent by a member to the Association;
- (c) reasonable and proper rent for premises leased or let by a member to the Association; or

- (d) out-of-pocket expenses incurred by an authorised member or other authorised person on behalf of the Association.

4. POWERS OF ASSOCIATION

4.1 The powers conferred on the Association by section 13 of the Act are subject to the following additions, exclusions or modifications:

- (a) To raise, obtain and receive funds or other aid for the purposes of achieving the objects by means of subscriptions, donations, bequests, entertainments or other functions or by any other lawful means.
- (b) To apply to all the relevant statutory and government departments, for the appropriate consents, approvals, authorizations and exemptions (as the case may be) in connection with the fulfilling of the objects and the exercising of the powers.
- (c) To merge with, amalgamate, affiliate, enter into reciprocal agreements and/or subscribe to, become a member of and cooperate with any other company, organization, institution or association, whether incorporated or not, whose objects are similar to those of the Association, provided always that the Association shall not subscribe to or support with its funds any such company, organization, institution or association which does not prohibit the distribution of its income and property among its members to such an extent at least as great as that imposed on the Association under or by virtue of these Rules.
- (d) To borrow or raise or secure the payment of money in such manner as the Association may think fit and to secure the same or the repayment or performance of any debt, liability, contract, guarantee or other engagement incurred or to be entered into by the Association in any way and in particular by the issue of debentures or mortgages perpetual or otherwise charged upon all or any of the Association's property (both present and future) and to purchase, redeem or pay off such securities.
- (e) To take or hold mortgages, loans and charges to secure payment of the purchase price, or any unpaid balance of the purchase price, or any part of the Association's property, real and personal, and any rights or privileges which may be required for the purpose of or capable of being conveniently used in connection with any of the objects or general advancement of the Association.
- (f) To purchase, take on lease or exchange, hire and otherwise acquire and maintain any lands, buildings, easements or property, real and personal, and any rights and privileges which may be required for the purpose of or capable of being conveniently used in connection with any of the objects or general advancement of the Association.
- (g) To sell, improve, manage, develop, exchange, lease, dispose of, turn to account or otherwise deal with all or part of the assets and rights of the Association.

- (h) To appoint, employ, dismiss or suspend the Chief Executive Officer and/or such other executives, managers, staff and other persons as may be necessary or convenient for the purposes of the Association from time to time.
- (i) To appoint or employ such solicitors, accountants and/or other professionals that may be necessary or desirable for the purposes of the Association from time to time.
- (j) To establish and support and assist in the establishment of associations, institutions, superannuation and other funds, trusts and conveniences, calculated to benefit employees or past employees of the Association or the dependents or connections of any such persons, and to grant pensions and allowances, and to make payments towards insurance and to subscribe or guarantee money for charitable or benevolent objects for any public, general or other useful objects.
- (k) To establish any account or accounts with any Building Society(ies), Bank(s) or other Financial Institution(s) and to operate by and in all usual ways any such account or accounts.
- (l) To make, draw, accept, endorse, discount, execute and issue cheques, promissory notes, bills of exchange, bills of lading and other negotiable or transferable instruments.
- (m) To grant options in respect of any assets held by the Association to any firm or company.
- (n) To give effectual rights, discharges or releases for any moneys received by or on behalf of the Association or otherwise relating to any of the acts, matters or things provided for in these rules and to receive property by gift inter-vivos or by will or other provisions of any Trust or otherwise and to administer the same according to these Rules.
- (o) To set aside out of the income of the Association from time to time such sum or sums of money as the Board may in its absolute discretion deem sufficient to pay any advancement, distribution, debt or obligation due or accruing due for the necessary or incidental application and promotion of the Association's objects powers, rights, liberties, duties and liabilities.
- (p) To engage in, conduct and participate in any business or commercial activity in its own right or with any other person, corporate body, association or organisation.
- (q) To make such grants to or in aid of or to make donations or give assistance to or make contracts with such individuals, associations or corporate bodies as may be necessary or desirable.
- (r) To do all things as are necessary to carry out and exercise the objects and powers of the Association and also all things that are necessary to carry on the ordinary business of the Association.

- (s) To do all other things as are, in the Board's opinion, incidental or conducive to the attainment of any object of the Association.

5. QUALIFICATIONS FOR MEMBERSHIP OF ASSOCIATION

5.1 Membership of the Association is open to:

- (a) The Board members of the Association.
- (b) Any person who is a parent or guardian or full time unpaid carer of a child with a disability who meets the eligibility criteria for services provided by the Association will be enrolled as a Friend of Therapy Focus unless they instruct the Association otherwise.
- (c) Any person who endorses the objectives of the Association may be enrolled as a public member.
- (d) Organisations which endorse the objectives of the Association may be enrolled as corporate members.
- (e) Life membership may be made available to persons approved by the Board.
- (f) The conditions associated with each form of membership shall be set by the Board.
- (g) Any person/organisation excluding Friends of Therapy Focus whose application for membership of the Association is proposed and seconded by one (1) officer of Therapy Focus or and whose application is approved by the Board.

5.2 The members of the Board shall consider each application made under sub rule 5.1(b) and at a Board meeting accept or reject that application.

5.3 The Board may reject an application for public membership on the grounds that the applicant is not a fit and proper person to be a non voting member of the Association and may reject an application for corporate membership on the grounds that the organization does not fulfill the conditions referred to in paragraph 5.1(d) and shall:

- (a) communicate either orally or in writing to that person/organization notice of the proposed rejection and
- (b) of the time and the place of the Board meeting at which the question of that rejection will be decided and
- (c) particulars of that conduct which makes the person/organization unfit to be a non voting member not less than 30 days before the date of the Board meeting referred to in paragraph 5.3(a).

- 5.4 At the Board meeting referred to in a notice communicated under paragraph 5.3(a), the Board having afforded the person/organisation concerned a reasonable opportunity to be heard by or make representation to the Board may decide whether or not to allow the person/organisation to become a non voting member and communicate that decision in writing to the person concerned.

6. REGISTER OF MEMBERS OF ASSOCIATION

- 6.1 The Chief Executive Officer shall on behalf of the Association keep and maintain the register of all members/non voting members.
- 6.2 The Chief Executive Officer following notification shall cause the name of the person who dies or ceases to be a member under rule 7.3, 8.1 or 9.3 to be deleted from the register of members referred to in sub-rule 6.1.

7. SUBSCRIPTIONS OF MEMBERS OF THE ASSOCIATION

- 7.1 The Board shall from time to time at a meeting of the Board determine the amount of the subscription to be paid by members/non voting members/Friends of Therapy Focus.
- 7.2 Each member/non voting member/Friend of Therapy Focus shall pay to the Association, annually the amount of the subscription determined under subrule 7.1.
- 7.3 Subject to subrule (4) a member/non voting member/Friend of Therapy Focus whose subscription is not paid within three months after the relevant date fixed under sub clause (2) ceases on the expiry of that period to be a member/non/voting member/Friend of Therapy Focus unless the Board decides otherwise.

8. RESIGNATION OF MEMBERS OF ASSOCIATION

- 8.1 A member/non voting member/Friend of Therapy Focus who delivers notice in writing of their resignation from the Association to the Secretary or another Board member ceases on that delivery to be a member/non voting member/Friend of Therapy Focus.
- 8.2 A person/organisation that ceases to be a member/non voting member /Friend of Therapy Focus under subrule 8.1 remains liable to pay to the Association the amount of any subscription due and payable by that person to the Association but unpaid at the date of that cessation.

9. EXPULSION OF MEMBERS OF ASSOCIATION

- 9.1 If the Board considers that a member/non voting member/Friend of Therapy Focus should have their voting rights repealed because their conduct is detrimental to the interests of the Association, the Board shall communicate, either orally or in writing:

(a) notice of the proposed revoking of their voting rights and of the time date and place of the Board meeting at which the question of that expulsion will be decided; and

(b) particulars of that conduct,

not less than 30 days before the date of the Board meeting referred to in rule 9.1.

9.2 At the Board meeting referred to in a notice communicated under rule 9.1 the Board may, having afforded the member/non voting member/Friend of Therapy Focus concerned a reasonable opportunity to be heard by, or make representations to, the Board, revoke or decline to revoke that member's/non voting member's/Friend of Therapy Focus' voting rights and shall forthwith after deciding whether or not to do so to communicate that decision in writing to that member/non voting member/Friend of Therapy Focus.

9.3 Subject to subrule (5) a member/non voting member who has their voting rights repealed under subrule (2) ceases to be a member/non voting member/Friend of Therapy Focus 14 days after the decision so to do so is communicated to him or her under subrule (2).

9.4 A member/non voting member/Friend of Therapy Focus who has their voting rights repealed under subrule (2) shall, if they wish, appeal against the decision, and give notice to the Secretary of their intention to do so within the period of 14 days referred to in subrule (3).

9.5 When notice is given under subrule 4:

(a) the Association in a general meeting may, after having afforded the member/non voting member/Friend of Therapy Focus who gave that notice a reasonable opportunity to be heard by, or to make representations in writing to, the Association in the general meeting, confirm or set aside the decision of the Board to repeal their voting rights; and

(b) the member/non voting member/Friend of Therapy Focus who gave notice does not lose their voting rights unless and until the decision of the Board of Management to revoke them is confirmed under this subrule.

10. BOARD OF MANAGEMENT

10.1 The management and control of the Association shall be vested in the Board consisting of:

(a) a Chairperson

(b) a Treasurer, and

(c) not less than four other persons

all of whom shall be members of the Association.

- 10.2 At the commencement of the first Annual General Meeting of the Association if the Board consists of an:
- (a) even number of members, not less than one third of that number, or
 - (b) odd number of members the number nearest to and exceeding, one third of that odd number, the members comprised in which integral number, shall be chosen by ballot,
- shall cease to be Board members, but shall be eligible for re-election to membership of the Board.
- 10.3 At the commencement of every annual general meeting one third of the Board members who have served for longer periods than the other Board members shall cease to be Board members, but shall be eligible for re-election to membership of the Board.
- 10.4 Notification of a vacancy on the Board will be given to members/Friends of Therapy Focus and applications will be called for expressions of interest in becoming members of the Board.
- 10.5 Applicants will be required to advise the Association of the particular qualities they have that will assist the Board to perform its duties.
- 10.6 Expressions of interest will be considered by a Selection Panel comprising the Chairperson or his/her nominee, the Chief Executive Officer and a Board member of the Association who is not standing for election.
- 10.7 The Selection Panel shall conduct interviews and make an appointment which will be confirmed by the Board.
- 10.8 All applicants will be notified of the result within 30 days of a selection being made.
- 10.9 Members/Friends of Therapy Focus aggrieved by the recommendations of the Selection Panel shall be given the opportunity to speak at the Annual General Meeting of the Association
- 10.10 If the number of persons who meet the requirements of 10.5, 10.6 and 10.7 above nominated for election to membership of the Board does not exceed the number of vacancies in that membership to be filled:
- (a) the Secretary shall report accordingly; and
 - (b) the Chairperson shall declare those persons to be duly elected as members of the Board at,
- the annual general meeting concerned.
- 10.11 When a casual vacancy within the meaning of rule 15 occurs in the membership of the Board:

- (a) the Board may appoint a person to fill that vacancy; and
- (b) a Member appointed under this rule shall hold office for the remainder of the term of the Member replaced.

11. CHAIRPERSON

- 11.1 Subject to this rule, the Chairperson shall preside at all general meetings and Board meetings.
- 11.2 The Chairperson shall be elected by members of the Board at the first Board meeting following the annual general meeting.
- 11.3 If the Chairperson is absent from either a general meeting of the Association or from a meeting of the Board, the meeting shall be chaired by a member of the Board elected by the other members present at the meeting.

12. SECRETARY

- 12.1 The Chief Executive Officer of the Association shall be appointed by the Board and shall act as Secretary and shall:
 - (a) coordinate the correspondence of the Association;
 - (b) be responsible for ensuring the keeping of full and correct minutes of the proceedings of the Board and of the Association; and
 - (c) comply on behalf of the Association with:
 - (i) section 27 of the Act in respect of the register of members/non-voting members of the Association;
 - (ii) section 28 of the Act in respect of the rules of the Association;
 - (iii) section 29 of the Act in respect of the record of the officeholders and any trustees of the Association;
 - (iv) have custody of all books, documents, records and registers of the Association, including those referred to above, other than those required by rule to be kept and maintained by, or in the custody of the Treasurer; and
 - (v) perform other such duties as are imposed by those rules on the Secretary.

13. TREASURER

- 13.1 The Treasurer shall through the Chief Executive Officer be responsible for:-
 - (a) ensuring the receipt of all moneys paid to or received on behalf of the Association;

- (b) issue receipts for those moneys in the name of the Association;
- (c) pay all moneys referred to in paragraph 13 (1) into such account or accounts of the Association as the Board may from time to time direct;
- (d) make payments from the funds of the Association with the authority of the Board;
- (e) comply on behalf of the Association with sections 25 and 26 of the Act in respect of the accounting records of the Association;
- (f) whenever directed to do so by the Chairperson, submit to the Board a report, balance sheet or financial statement in accordance with the direction;
- (g) be responsible for ensuring the safe custody of all securities, books and documents of a financial nature and accounting records of the Association; and
- (h) perform such other duties as are imposed by these rules on the Treasurer

14. CHIEF EXECUTIVE OFFICER

- 14.1 The Board shall appoint the Chief Executive Officer of the Association upon such terms and conditions as the Board shall think appropriate subject to the duties as stipulated in sub-rule (2) hereof and/or as otherwise advised by the Board from time to time.
- 14.2 The Chief Executive Officer shall be responsible for the day to day operation, management and administration of the Association subject to the direction and control of the Board and shall perform such other tasks as shall be required by the Board from time to time. The Chief Executive Officer shall be the Public Officer of the Association

15. CASUAL VACANCIES IN MEMBERSHIP OF THE BOARD OF MANAGEMENT

- 15.1 A casual vacancy occurs in the office of a Board member and that office becomes vacant if the Board member:
 - (a) Dies;
 - (b) resigns by notice in writing;
 - (c) is convicted of an offence under the Act;
 - (d) is permanently incapacitated by mental or physical ill-health;
 - (e) is absent from more than three consecutive meetings or 3 Board meetings in the same financial year without tendering an apology; or
 - (f) ceases to be a member of the Association.

16. PROCEEDINGS OF THE BOARD OF MANAGEMENT

- 16.1 The Board shall meet together for the dispatch of business at the discretion of the Board and the Chairperson may at any time convene a meeting of the Board.
- 16.2 Each Board member has a deliberative vote.
- 16.3 A question arising at a Board meeting shall be decided by a majority of votes, but, if there is an equality of votes, the person presiding at the Board meeting shall have a casting vote in addition to his or her deliberative vote.
- 16.4 At a Board meeting half of the Board members shall constitute a quorum.
- 16.5 Subject to these rules, the procedure and order of business to be followed at a Board meeting shall be determined by the Board members present at the Board meeting.
- 16.6 The Board shall exercise the powers of the Association and manage the affairs of the Association and shall submit an annual report of its activities to the members of the Association.
- 16.7 The Board may make, alter, amend or revoke rules and regulations for the internal government of the Association.
- 16.8 The Board may delegate any of its powers and duties to the Chief Executive Officer appointed under rule 14.

17. GENERAL MEETINGS

- 17.1 The Board of Management:
- (a) may at any time convene a special general meeting;
 - (b) shall convene annual general meetings within the time limits provided for the holding of annual general meetings by section 23 of the Act; and
 - (c) shall, within 30 days of:
 - (i) receiving a request in writing to do so from not less than 5 per cent of Friends of Therapy Focus, convene a special general meeting for the purpose specified in that request; or
 - (ii) the Secretary receiving a notice under rule 9(4), convene a special general meeting for the purpose of dealing with the appeal to which that notice relates.
- 17.2 The Friends of Therapy Focus making a request referred to in subrule 17.1(c)(i) shall:
- (a) state in that request the purpose for which the special general meeting concerned is required; and

- (b) sign that request.
- 17.3 If a special general meeting is not convened within the relevant period of 30 days referred to:
- (a) in subrule 17.1(c)(i) the Friend of Therapy Focus who made the request concerned may themselves convene a special general meeting as if they were the Board; or
 - (b) the Friend of Therapy Focus who gave the notice concerned may himself or herself convene a special general meeting as if he or she were the Board.
- 17.4 When a special general meeting is convened under subrule 17.3(a) or (b):
- (a) the Board shall ensure that all Friends of Therapy Focus receive all papers pertinent to the matters under review. (Necessary to ensure confidentiality of persons covered by Disability Act); and
 - (b) the Association shall pay the reasonable expenses of convening and holding the special general meeting.
- 17.5 Subject to subrule (8), the Secretary shall give to members/Friends of Therapy Focus not less than 14 days notice of a general meeting and of any motions to be moved at the general meeting.
- 17.6 A notice given under subrule (5) shall specify:
- (a) when and where the general meeting is to be held; and
 - (b) particulars of the business to be transacted at the general meeting concerned and of the order in which that business is to be transacted.
- 17.7 In the case of an annual general meeting, the order in which business is to be transacted is:
- (a) first, the consideration of the accounts and reports of the Board;
 - (b) second, the election of Board members to replace outgoing Board members; and
 - (c) third, any other business requiring consideration by the Association in a general meeting.
- 17.8 The Secretary shall give to members/Friends of Therapy Focus not less than 21 days notice of a general meeting at which a special resolution is to be proposed and of any other motions to be moved at that general meeting. The notice must also include the resolution to be proposed and the intention to propose the resolution as a special resolution.
- 17.9 The Secretary may give notice under subrule 17.5 or 17.8 by:

- (a) serving it personally; or
 - (b) sending it by post to the address of the member/Friend of Therapy Focus appearing in the register of members kept under rule 6.
- 17.10 When a notice is sent by post under subrule 17.9(a), sending the notice shall be deemed to be properly effected if the notice is sufficiently addressed and posted to the individual concerned by ordinary prepaid mail.

18. QUORUM IN PROCEEDINGS AT GENERAL MEETINGS

- 18.1 At a general meeting 15 members/Friends of Therapy Focus , present in person or by proxy constitute a quorum.
- 18.2 If within 30 minutes after the time specified for the holding of a general meeting in a notice given under rule 17.5 or 17.8:
- (a) as a result of a request or notice referred to in rule 17.1(c) or as a result of action taken under rule 17.3 a quorum is not present, the general meeting lapses; or
 - (b) otherwise than as a result of a request, notice or action referred to in paragraph 18.2(a), the general meeting stands adjourned to the same time on the same day in the following week and to the same venue.
- 18.3 If within 30 minutes of the time appointed by subrule 18.2(b) for the resumption of an adjourned general meeting a quorum is not present, the members/Friends of Therapy Focus who are present in person or by proxy may nevertheless proceed with the business of that general meeting as if a quorum were present.
- 18.4 The Chairperson may, with the consent of a general meeting at which a quorum is present and must, if so directed by such a general meeting, adjourn that general meeting from time to time and from place to place.
- 18.5 There shall not be transacted at an adjourned general meeting any business other than business left unfinished or on the agenda at the time when the general meeting was adjourned.
- 18.6 When a general meeting is adjourned for a period of 30 days or more, the Secretary shall give notice under rule 17 of the adjourned general meeting as if that general meeting were a fresh general meeting.
- 18.7 At a general meeting:
- (a) an ordinary resolution put to the vote shall be decided by a majority of votes cast on a show of hands subject to rule 18.9; and
 - (b) a special resolution put to the vote shall be decided in accordance with section 24 of the Act and if a poll is demanded, in accordance with rules 18.9 and 18.11.

- 18.8 A declaration by the Chairperson at a general meeting that a resolution has been passed as an ordinary resolution thereat shall be evidence of that fact unless, during the general meeting at which the resolution is submitted, a poll is demanded in accordance with subrule 18.9.
- 18.9 At a general meeting a poll may be demanded by the Chairperson or by three or more Board members/Friends of Therapy Focus present in person or by proxy and, if so demanded, shall be taken in such manner as the Chairperson directs.
- 18.10 If a poll is demanded and taken under subrule 18.9 in respect of an ordinary resolution, a declaration by the Chairperson of the result of the poll is evidence of the matter so declared.
- 18.11 A poll demanded under subrule 18.9 on the election of a person to preside over a general meeting or on the question of an adjournment shall be taken forthwith on that demand being made.

19. MINUTES OF MEETINGS OF THE ASSOCIATION

- 19.1 The Secretary shall cause proper minutes of all proceedings of all general meetings and Board meetings to be taken and then to be entered within 30 days after the holding of each general meeting or Board meeting, as the case requires, in a minute book kept for that purpose.
- 19.2 The Chairperson shall ensure that the minutes taken of a general meeting or Board meeting under subrule 19.1 are checked and signed as correct by the Chairperson of the general meeting or Board meeting to which those minutes relate or of the next succeeding general meeting or Board meeting, as the case requires.
- 19.3 When minutes have been entered and signed as correct under this rule, they shall until the contrary is proved, be evidence that:
- (a) the general meeting or Board meeting to which they relate (in this subrule called "the meeting") was duly convened and held;
 - (b) all proceedings recorded as having taken place at the meeting did in fact take place thereat; and
 - (c) all appointments or elections purporting to have been made at the meeting have been validly made.

20. VOTING RIGHTS OF MEMBERS OF THE ASSOCIATION

- 20.1 Subject to these rules, only Board members/Friends of Therapy Focus present in person or by proxy at a general meeting are entitled to a deliberate vote.

21. PROXIES OF MEMBERS OF THE ASSOCIATION

- 21.1 A member of the Association who is entitled to attend and vote at a meeting of the Association may appoint a person as that member's proxy to attend and vote for the member at the meeting.
- 21.2 A proxy appointed on behalf of a member shall have the same number of votes that the member would be permitted to exercise.
- 21.3 A proxy appointed to attend and vote for a member has the same rights as the member to speak at the meeting and vote, but only to the extent allowed by the appointment.
- 21.4 A proxy's right to speak or vote at a meeting is suspended if the member who appointed the proxy is present at the meeting.
- 21.5 A member's appointment of a proxy is valid only if the appointment is made in writing and signed and dated by the member making the appointment and contains the:
- (a) member's name and address;
 - (b) proxy's name; and
 - (c) date of the meeting at which the proxy is to be appointed.
- 21.6 The appointment may specify the way the proxy is to vote on a particular resolution, and if it does:
- (a) the proxy need not vote on a show of hands, but if the proxy does so, the proxy must vote in that way;
 - (b) if the proxy has two or more appointments that specify different ways to vote on the resolution, the proxy must vote on a show of hands;
 - (c) if the proxy is the Chairperson of the meeting, the proxy must vote on a poll, and must vote that way; and
 - (d) if the proxy is not the Chairperson of the meeting, the proxy need not vote on a poll, but if the proxy does so, the proxy must vote that way.
- 21.7 If the proxy is also a member of the Association, this provision does not affect the way that the person can cast any votes they hold as a member.
- 21.8 For the appointment of a proxy for a meeting of the Association to be effective, the appointment instrument must be received by the Association at its principal place of business at least twenty-four (24) hours before the meeting.

22. RULES OF THE ASSOCIATION

- 22.1 These rules may be altered, added to, or repealed by a special resolution passed by a majority of not less than three quarters ($\frac{3}{4}$) of the members of the

Association who are entitled under these rules to vote and vote in person or, where proxies or postal votes are allowed by these rules, by proxy or by postal vote, at a general meeting of which notice specifying the intention to propose the resolution as a special resolution was given in accordance with these rules.

- 22.2 If any amendments are made to these rules the Association may consolidate these rules into one document and notice of any resolution amending these rules will be given to the Commissioner as required by the Act.
- 22.3 The Association shall advise the Deputy Commissioner of Taxation in Western Australia in writing of any amendment to these rules within twenty eight (28) days of the amendment becoming effective.
- 22.4 These rules bind every member/non voting member/Friend of Therapy Focus and the Association to the same extent as if every member/non voting member/Friend of Therapy Focus and the Association had signed and sealed these rules and agreed to be bound by all their provisions.

23. COMMON SEAL OF THE ASSOCIATION

- 23.1 The Association shall have a common seal on which its corporate name shall appear in legible characters.
- 23.2 The common seal of the Association shall not be used without the express authority of the Board and every use of that common seal shall be recorded in the minute book referred to in rule 19.
- 23.3 The affixing of the common seal of the Association shall be witnessed by any two of the Chairperson, the Secretary and the Treasurer.
- 23.4 The common seal of the Association shall be kept in the custody of the Secretary or any such other person as the Board from time to time decides.

24. INSPECTION OF RECORDS, ETC OF THE ASSOCIATION

- 24.1 A member may at any reasonable time inspect without charge the books, documents, records and securities of the Association.

25. POLICIES

- 25.1 The Board may from time to time make, amend and repeal policies regarding the management of the affairs of the Association provided that no such policies shall contravene any of the provisions of these rules or be ultra vires the objects of the Association.

26. INDEMNITY

- 26.1 Every office bearer, Board member, sub-committee member and employee of the Association shall be indemnified out of the funds of the Association against losses and expenses which he or she may incur or become liable for by reason of any contract or agreement entered into, or any personal injury or property

damage done or caused by him or her in his or her capacity as an office bearer, Board member, sub-committee member or employee of the Association in the proper discharge of his or her duties.

- 26.2 No office bearer, Board member, sub-committee member or employee of the Association shall be liable for the acts, neglects or defaults of any other office bearer, Board member, sub-committee member, employee of the Association or any other person or legal entity, or for the joining in any receipt or act of conformity, or for any loss or expense happening to the Association through the insufficiency of or deficiency of title to any property acquired for or on account of the Association, or for the insufficiency or deficiency of any securities in or upon which any of the money of the Association is invested, or for any loss or damage arising from bankruptcy, insolvency or tortuous act of any person with whom any money, security or effects shall be deposited, or for any other loss, damage or misfortune whatsoever that happens in the execution of his or her duties, or in relation thereto unless the same happens from his or her own fraudulent act or omission.

27. COMMITTEES

- 27.1 The Board may appoint committees of the Board, comprising any persons it may determine. Each committee and its members may be re-appointed annually.
- 27.2 The Board may delegate to any committee whatever powers and duties that the Board thinks fit and may at any time revoke that delegation in whole or in part.
- 27.3 The Chairperson and the Chief Executive Officer shall be ex-officio members of each committee.
- 27.4 Every committee established by the Board shall conform to all requirements imposed upon it from time to time by the Board.

28. REGULATIONS/BY-LAWS

- 28.1 The Board may from time to time make, amend and repeal regulations and/or by-laws relating to the management of the affairs of the Association provided that no such regulations or by-laws may contravene any of the provisions of these rules, or be ultra vires the objects and powers of the Association.

29. AUDITOR

- 29.1 There shall be an Auditor of the Association ("the Auditor"). The Auditor shall be a registered company auditor that is appointed at each annual general meeting and who shall hold office at the pleasure of the members. The Board shall pay the Auditor a remuneration mutually agreed upon between the Board and the Auditor. The Auditor shall audit the financial statements of the Association and shall report thereon annually to the Board and to the members. The Auditor's report shall include comment as to whether the accounts and records of the Association have been properly kept and an opinion in accordance with generally accepted auditing standards on the financial statements.

30. ACCOUNTS

- 30.1 The Board shall cause true accounts to be kept of all moneys received and expended by or for the Association and proper books of account shall be kept at the Association's registered office or at such other place as the Board may determine.
- 30.2 At the September meeting of the Board following the end of each financial year of the Association (which financial year shall conclude on 30 June in each year) or as soon thereafter as possible, audited financial statements shall be submitted to the Board.
- 30.3 A copy of the audited financial statements shall be sent to all Board members not less than seven (7) days before the date of the Board meeting to which they are to be presented.
- 30.4 At the end of each financial year or as soon as possible thereafter, the Board shall prepare a written report on the operations of the Association during that financial year and a copy of that report shall be delivered to the members of the Association.
- 30.5 A bank account or accounts shall be kept at whatever financial institution that the Board may determine and all funds transferred on any account shall be approved by the person that the Board may from time to time designate.

31. WRITTEN RESOLUTIONS

- 31.1 The Board members may pass a resolution without a Board meeting being held if a majority of the Board members entitled to vote on the resolution sign a statement that they are in favour of the resolution provided that the Board members were given a written copy of the proposed resolution at least twenty four (24) hours prior to considering the proposed resolution.
- 31.2 For the purposes of sub-rule (1) above:
- (a) separate copies of a document containing a statement may be used for signing by the Board members if the wording of the resolution and the statement are identical; and
 - (b) a facsimile or an electronic transmission may be used.
- 31.3 At the next Board meeting the resolution must be put to the Board members for ratification and minuting.
- 31.4 Subject to these rules the Board may in all other respects regulate its own meetings and procedures.

32. TECHNOLOGY

- 32.1 The Board may hold a meeting at two or more venues using any technology that gives all the Board members an opportunity to participate.

- 32.2 A Board member participating in a meeting held at two or more venues using technology is deemed to be present in person at that meeting.

33. ATTENDANCE OF CHIEF EXECUTIVE OFFICER AT BOARD MEETINGS

- 33.1 The Chief Executive Officer may attend Board meetings and will attend Board meetings when specifically required to do so by the Board but without the power to vote.

34. DEPUTY CHAIRPERSON

- 34.1 The Board may appoint a Deputy Chairperson from amongst the Board members to perform whatever duties and exercise whatever powers are vested in the Chairperson by these rules from time to time. The Deputy Chairperson may only exercise those powers and duties in the absence of the Chairperson.

35. VALIDATION OF ACTS

- 35.1 All acts and proceedings of the Board and any committee or any member thereof or of any employee of the Association shall be deemed valid notwithstanding that it may afterwards be discovered that some defect existed in the appointment of the Board, the committee or any member thereof or of the employee in question.

36. PECUNIARY INTEREST

- 36.1 A Board member who the Board has decided has a material personal interest in a matter that is being considered by a Board meeting or general meeting must not:

- (a) be present while the matter is being considered at the meeting; and
- (b) vote on the matter.

- 36.2 Each Board member must declare any interest, including direct or indirect pecuniary interest, at the beginning of each meeting or as soon as the conflict becomes apparent or in relation to a resolution before the Board.

37. PATRON

- 37.1 The Board may, from time to time, appoint a Patron and Vice Patrons of the Association.

38. HONORARY OFFICERS

- 38.1 The Association may appoint honorary officers for such periods and on such terms and conditions as may from time to time be determined by the Association.

39. DISPUTES AND MEDIATION

- 39.1 The grievance procedure set out in this rule applies to disputes under these rules between:

- (a) a member and another member; or
 - (b) a member and the Association; or
 - (c) if the Association provides services to non-members, those non-members who receive services from the Association, and the Association.
- 39.2 The parties to the 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 the parties.
- 39.3 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, hold a meeting in the presence of a mediator.
- 39.4 The mediator must be:
- (a) a person chosen by agreement between the parties; or
 - (b) in the absence of agreement in the case of a dispute between a member:
 - (i) and another member, a person appointed by the Board; or
 - (ii) or relevant non-member (as defined by sub-rule 39.1(c)) and the Association, a person who is a mediator appointed to, or employed with, a not for profit organisation.
- 39.5 A member of the Association may be a mediator.
- 39.6 The mediator cannot be a member who is a party to the dispute.
- 39.7 The parties to the dispute must, in good faith, attempt to settle the dispute by mediation.
- 39.8 The mediator, in conducting the mediation, must:
- (a) give the parties to the mediation process every opportunity to be heard;
 - (b) allow due consideration by all parties of any written statement submitted by any party; and
 - (c) ensure that natural justice is accorded to the parties to the dispute throughout the mediation process.
- 39.9 The mediator must not determine the dispute.
- 39.10 The mediation must be confidential and without prejudice.
- 39.11 If the mediation process does not result in the dispute being resolved, the parties may seek to resolve the dispute in accordance with the Act or otherwise at law.

40. DISSOLUTION

- 40.1 If the Association is solvent it may be dissolved by a special resolution passed by a majority of not less than three quarters ($\frac{3}{4}$) of the members of the Association who are entitled under these rules to vote and vote in person, or by proxy, at a general meeting called for that purpose of which notice specifying the intention to propose the resolution as a special resolution is given in accordance with these rules.
- 40.2 If upon the winding up or dissolution of the Association, 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 or former members. The surplus property must be given or transferred to another association incorporated under the Act, which has similar objects and which:
- (a) is not carried out for the purposes of profit or gain to its individual members;
 - (b) association shall be determined by resolution of the Board members/Friend of Therapy Focus; and
 - (c) is approved by the Commissioner of Taxation as a public benevolent institution for the purposes of any Commonwealth Taxation Act.

41. INTERPRETATION

- 41.1 In the interpretation of these rules except where inconsistent with the context or subject matter:
- (a) words importing the singular number only shall include the plural number and words importing the plural number only shall include the singular number;
 - (b) if any provision of these rules is construed as illegal or invalid, it shall be deemed deleted to the extent and effect as if it had never been incorporated into these rules and all other provisions shall continue in force;
 - (c) unless the contrary intention appears a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them; and
 - (d) words importing the masculine gender shall include the feminine gender;