

# CONSTITUTION 2022

## **RULES OF ASSOCIATION**

### **VOLUNTEERING WA**

**Incorporated as Volunteer Centre of Western Australia**

**Inc.**

Registered Business Number | 0186030RABN | 24 028 468 144

**Volunteering WA**

**Level 1, 3 Loftus Street, West Leederville WA 6007**

**T: (08) 9482 4333 E: [info@volunteeringwa.org.au](mailto:info@volunteeringwa.org.au)**

**[www.volunteeringwa.org.au](http://www.volunteeringwa.org.au)**

## Table of Contents

<b>PART 1 - PRELIMINARY.....</b>	<b>4</b>
1. Name .....	4
2. Registered Address .....	4
3. Purposes of Volunteering WA .....	4
4. Not for Profit Status.....	4
5. Powers .....	4
6. Patron .....	4
<b>PART 2 – MEMBERS.....</b>	<b>5</b>
<b>Membership.....</b>	<b>5</b>
7. Membership Eligibility .....	5
8. Application for Membership.....	5
9. Resignation/Cessation of Membership .....	5
<b>Membership Fees .....</b>	<b>6</b>
10. Membership Fees.....	6
<b>Register of Members .....</b>	<b>6</b>
11. Register of Members .....	6
<b>PART 3 - VOLUNTEERING WA BOARD.....</b>	<b>6</b>
<b>Powers of the Board .....</b>	<b>6</b>
12. Volunteering WA Board .....	6
<b>Composition of the Board .....</b>	<b>7</b>
13. Board Members.....	7
14. Election of Board Members.....	7
15. Office Bearers.....	7
<b>Board Meetings.....</b>	<b>8</b>
16. Board Meetings .....	8
17. Minutes of Board Meetings.....	8
<b>PART 4 – CHIEF EXECUTIVE OFFICER.....</b>	<b>9</b>
<b>Chief Executive Officer.....</b>	<b>9</b>
18. Appointment of the CEO .....	9
19. Roles and Responsibilities of the CEO .....	9
<b>PART 5 – FINANCIALS .....</b>	<b>9</b>
<b>Financial Year .....</b>	<b>9</b>
20. Financial Year .....	9
21. Finances.....	9
<b>PART 6 - MEETINGS OF VOLUNTEERING WA .....</b>	<b>9</b>
<b>Meeting Types and Requirements.....</b>	<b>9</b>
22. Volunteering WA Annual General Meetings .....	9
23. Special General Meetings.....	10
24. General Meetings .....	10
25. Minutes of Meetings .....	11

26.	Delegate of Members and Voting .....	11
<b>PART 7 - DISCIPLINARY ACTION, DISPUTES AND MEDIATION.....</b>		<b>11</b>
<b>Disciplinary Action.....</b>		<b>11</b>
27.	Suspension or Expulsion .....	11
<b>Disputes.....</b>		<b>12</b>
28.	Resolving Disputes .....	12
<b>Mediation .....</b>		<b>13</b>
29.	Appointment of a Mediator .....	13
30.	Mediation Process.....	13
<b>PART 8 - MISCELLANEOUS.....</b>		<b>14</b>
31.	Common Seal .....	14
32.	Alterations to the Constitution .....	14
33.	Dissolution of Volunteering WA.....	14
<b>PART 9 – DEFINITIONS AND INTERPRETATIONS .....</b>		<b>15</b>
34.	Definitions .....	15
35.	Interpretation.....	16

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## **PART 1 - PRELIMINARY**

### **1. Name**

The name of the Association shall be Volunteer Centre of Western Australia (Inc.) Trading as Volunteering WA (hereafter referred to as Volunteering WA).

### **2. Registered Address**

The registered address of Volunteering WA shall be at such a place as determined by the Volunteering WA Board (the Board) from time to time.

### **3. Purposes of Volunteering WA**

The purpose of Volunteering WA is:

- 3.1. To support and assist volunteers and collaborate with the agencies that actively use them in the provision of services to individuals for the relief of poverty or distress in Western Australia.
- 3.2. To promote and support best practice in volunteering and enhance the quality of volunteer services through leadership, consultancy, advocacy, networking, advice, support, education and training.
- 3.3. To raise awareness and grow public interest and participation in the volunteer sector, as both a key contributor to the delivery of benevolent community services to people in need of relief of poverty or distress, and as a means by which the impact of social isolation can be reduced for volunteers themselves.
- 3.4. To foster and develop relationships and work cooperatively with members, other volunteer bodies, relevant government agencies and other organisations to promote and enhance the effectiveness of volunteering.

### **4. Not for Profit Status**

- 4.1. Volunteering WA is a not-for-profit organisation. The property and income of Volunteering WA must be applied solely towards the promotion of its objects and purposes and no part of that property or income may be paid or otherwise distributed, directly or indirectly, to any Member of Volunteering WA, except in good faith in the promotion of those objects or purposes.

### **5. Powers**

Volunteering WA, further to and in accordance with section 14 of the Act, may:

- 5.1. Do all things necessary or convenient for carrying out the Purposes of Volunteering WA.
- 5.2. Invest its money in any security in which trust moneys may be invested in, or in any other manner as authorised by a General Meeting from time to time.
- 5.3. Borrow money up to an amount approved by a General Meeting from time to time, upon such terms and conditions as Volunteering WA thinks fit.
- 5.4. make by-laws and regulations, providing they are not contrary to this Constitution or the provisions of the Act.
- 5.5. Delegate powers to standing committees, sub-committees, task groups, working parties and so on, as decided by Volunteering WA from time to time.

### **6. Patron**

- 6.1. Upon recommendation from the Board, a Patron may be appointed at the Annual General Meeting. The Patron may serve a one (1) year term and shall be eligible for re-appointment at an Annual General Meeting. Appointment as Patron shall not in itself confer any rights or privileges with regard to voting or standing for office.
- 6.2. The Board may, upon resolution of two-thirds of its members, remove the Patron from office on the grounds of conduct detrimental to the Purposes of Volunteering WA. Notice of this resolution shall be given in writing.

## PART 2 – MEMBERS

### Membership

#### 7. Membership Eligibility

Membership of Volunteering WA is open to five categories of Members:

- 7.1. **Individual Member** - Any person who supports the Purposes of Volunteering WA and who is currently involved in volunteer activities. Individual members under the age of 15 years are not eligible to vote.
- 7.2. **Organisational Member** - Any organisation, non-government or government, metropolitan or regional, incorporated or unincorporated, which encourages the participation of or utilises volunteers in the community and supports the Purposes of Volunteering WA.
- 7.3. **Corporate Member** - Any corporate body that supports the Purposes of Volunteering WA.
- 7.4. **Life Member** - Any person honoured by Volunteering WA for outstanding service to Volunteering WA and associated services through volunteer effort.

The Board may recommend to a General Meeting that a person or persons be made a Life Member, and the Members in a General Meeting may resolve to accept that recommendation whereupon that person shall become a Life Member. Life Members shall have all the privileges of membership but shall be exempt from payment of any subscription.

- 7.5. **Affiliated Member** - Offered with no fee to volunteer involving organisations. Affiliated Members receive a limited range of Volunteering WA services and/or any other benefits that the Board may from time to time determine. Affiliated Members are not entitled to voting rights.

#### 8. Application for Membership

- 8.1. Applications for membership must be on the approved form as published on the Volunteering WA website from time to time.
- 8.2. Acceptance of a membership application will be subject to the applicant meeting the conditions which apply to the relevant category of membership, including payment of the appropriate membership fee.
- 8.3. In the event of an application for membership being refused, notice of the refusal shall be given in writing to the applicant.
- 8.4. Any applicant refused membership may appeal the refusal at the next General Meeting of Volunteering WA.
- 8.5. Upon acceptance, the Member name shall be entered in the Registers of Members.

#### 9. Resignation/Cessation of Membership

- 9.1. Membership shall cease when:
  - 9.1.1. an individual or Life Member dies;
  - 9.1.2. an Organisational, Corporate or Affiliate Member dissolves the association or body corporate or is otherwise wound up;
  - 9.1.3. the Member resigns from Volunteering WA under clause 9.2;
  - 9.1.4. the Member is expelled from Volunteering WA under clause 27; or
  - 9.1.5. the prescribed subscription has not been paid within three (3) months of the due date for payment.

- 9.2. A Member may resign from Volunteering WA at any time upon giving written notice to that effect to the Chair of the Board or Chief Executive Officer, and upon the receipt thereof, immediately ceases to be a Member.
- 9.3. Any Member ceasing to be a Member will not be entitled to any refund (or part refund) of a subscription.

## Membership Fees

### 10. Membership Fees

- 10.1. The annual subscriptions payable by Members, the time within which such subscriptions are to be paid, the manner of payment, and any benefits applicable to a category of membership shall be determined by the Board from time to time.
- 10.2. The rights otherwise applicable to Members will automatically be suspended in the event that the prescribed subscription has not been paid within 28 days of the due date for payment.
- 10.3. Subscriptions shall be due and payable on the anniversary of a Member's joining date in each year.
- 10.4. The Board may at its discretion waive all or part of the subscription fee or agree to an arrangement with a Member to pay subscriptions by instalments upon such condition or conditions (if any) as the Board in its absolute discretion considers appropriate.
- 10.5. Subject to clause 10.4 above, a Member whose current annual subscription remains unpaid shall not be entitled to vote at any meeting or hold office as a Director of the Board until the subscription is paid.

## Register of Members

### 11. Register of Members

- 11.1. Volunteering WA will keep a Register of Members.
- 11.2. The Chief Executive Officer shall keep and maintain the Register of Members, in which shall be entered the full name, address, category of membership, and commencement and cessation date of each Member.
- 11.3. The Register of Members will record, for at least one year after a person ceases to be a Member, the reason for cessation of membership if known.
- 11.4. Inspection of Register:
  - 11.4.1. Subject to the provision of the *Privacy Act 1985* as amended and clause 11.4.2 below, an extract of the Register, including the name and postal address of all Members, shall be available for inspection (but not for copying by any means whatsoever by voting Members), upon reasonable request.
  - 11.4.2. Any Member seeking to make a copy of or take an extract from the Register must make a written request, setting out the purpose for which the copy or extract is required.

## PART 3 - VOLUNTEERING WA BOARD

### Powers of the Board

### 12. Volunteering WA Board

- 12.1. The Board members are the persons who, as the management committee of Volunteering WA, have the power to manage the affairs of Volunteering WA.
- 12.2. Subject to the Act, these rules, the by-laws (if any) and any resolution passed at a General Meeting, the Board has power to do all things necessary or convenient to be done for the proper management of the affairs of Volunteering WA.
- 12.3. The Board shall be responsible for fostering the Purposes of Volunteering WA, the formulation and implementation of policy and the general organisation and direction of Volunteering WA.

- 12.4. The Board must take all reasonable steps to ensure that Volunteering WA complies with the Act, these rules and the by-laws (if any).

## **Composition of the Board**

### **13. Board Members**

- 13.1. The Board shall consist of eight (8) Elected Members (including Office Bearers but excluding the Chief Executive Officer), and may also include;
- 13.1.1. Up to two (2) additional Co-opted Members where particular expertise are required to complement existing expertise on the Board; and
- 13.1.2. One (1) additional Co-opted Member where a particular perspective is required on the Board.
- 13.2. On appointment to the Board, a 'Member' becomes a 'Director' for the purpose of undertaking the roles of the Board.
- 13.3. Subject to clause 13.7, Directors shall be eligible to serve no more than two (2) consecutive terms of three (3) years.
- 13.4. The Board has the power to co-opt eligible Members to fill casual Director vacancies on the Board.
- 13.5. Such Co-opted Directors shall hold office until the next Annual General Meeting and, subject to clause 13.7, are eligible for appointment as a Director of the Board.
- 13.6. Co-opted Directors have the right to vote at Board Meetings and, subject to clause 13.7, shall be eligible to serve no more than six (6) consecutive terms of one (1) year.
- 13.7. A Director who has served for six (6) consecutive years in whatever configuration is not eligible for re-election in any capacity until they have been out of office for one (1) full year.
- 13.8. All Directors are required to endorse and sign a Directors' Code of Conduct.
- 13.9. Membership of the Board shall cease if a Director fails to attend three (3) consecutive full Board meetings without consent of the Board.
- 13.10. A Director who delivers notice in writing of resignation from the Board to the Chair or Chief Executive Officer ceases upon that delivery to be a Director.

### **14. Election of Board Members**

- 14.1. In order to be eligible for election or appointment to the Board, a Member must be an Individual or Life Member of Volunteering WA.
- 14.2. Nomination for Individual and Life Members for election to the Board shall be made in writing in the form prescribed by the Board from time to time, and signed by two (2) nominators who are voting Members other than the Member being nominated, and with the signed consent of the Member nominated.
- 14.3. Nominations shall close fourteen (14) days prior to the Annual General Meeting (or on the last working day prior to that date) and shall be circulated to Members.
- 14.4. Directors shall be selected at the Annual General Meeting by all eligible voting Members.

### **15. Office Bearers**

- 15.1. Office Bearers shall comprise the Chair, up to two (2) Deputy Chairs and the Treasurer.
- 15.1.1. Office Bearers shall be elected by the Board at the first Board Meeting following the Annual General Meeting, which shall be held within two (2) weeks of the Annual General Meeting.
- 15.1.2. The term of office for the Chair, Deputy Chairs and Treasurer shall be until the next Annual General Meeting.
- 15.1.3. Should one or more Office Bearer resign or vacate office for some other reason the Board shall at the earliest opportunity elect a replacement.
- 15.1.4. In the event an Office Bearer delivers notice in writing of resignation from office to the Chair or Chief Executive Officer, the duties of that Office Bearer shall fall to the Chair until such time as a replacement for that Office Bearer is elected.
- 15.1.5. Duties of the Office Bearers shall be prescribed in duty statements approved from time to time by the Board.

- 15.1.6. The Chair shall chair meetings of the Board, unless unable to act, in which case a Deputy Chair shall chair the Board. Failing this, the Directors shall elect a Chair from one of their number then present.

## **Board Meetings**

### **16. Board Meetings**

- 16.1. Board meetings shall be held at least five (5) times a year, no more than ten (10) weeks apart.
- 16.2. The Chair or at least half the Directors of the Board may, at any time, convene a meeting of the Board.
- 16.3. Seven (7) days' notice is required for Board meetings.
- 16.4. The quorum for a Board meeting shall be half their number plus one (1) voting Directors.
- 16.5. Subject to these rules, the procedure and order of business to be followed at a meeting of the Board must be determined by the Directors then present.
- 16.6. Each Director is entitled to one (1) vote at all Board meetings.
- 16.7. All resolutions at Board meetings will be passed by a simple majority, except for resolutions calling for the suspension or expulsion of Members, which shall require a two-thirds majority.
- 16.8. If there is no majority, the person presiding at the Board meeting will have a casting vote in addition to their deliberative vote.
- 16.9. Where a conflict of interest concerning a Director arises, or may possibly arise, or where a Director may have a material personal interest in the outcome of a decision to be taken by the Board, that interest shall be disclosed to the Chair immediately and at the discretion of the Chair that Director shall withdraw from the meeting until the subject under discussion has been dealt with.
- 16.10. The Chair must cause every disclosure made under this rule by a Director to be recorded in the minutes of the Board meeting at which it is made.
- 16.11. Board meetings may be adjourned and re-scheduled by the Chair, with the consent of the Directors present, to enable completion of any unfinished business.
- 16.12. The re-scheduled meeting may not conduct any business other than that which remains unfinished from the meeting that was adjourned.
- 16.13. Notice of the adjournment is required if the meeting is to be adjourned for 14 days or more.
- 16.14. Where a situation arises between Board meetings which requires immediate action, the Office Bearers may act as an 'Executive Committee' in the interest of Volunteering WA.
- 16.15. Such action must be reported to the next Board meeting for ratification.

### **17. Minutes of Board Meetings**

- 17.1. The Chair must ensure that minutes are taken and kept of each Board meeting.
- 17.2. The minutes must record the following:
- 17.2.1. the names of the Board members present at the meeting;
  - 17.2.2. the name of any person attending the meeting;
  - 17.2.3. the business considered at the meeting; and
  - 17.2.4. any motion on which a vote is taken at the meeting and the result of the vote.
- 17.3. The minutes of a Board meeting must be recorded within 30 days after the meeting is held and stored in a secure location.
- 17.4. The Chair must ensure that the minutes of a Board meeting are reviewed and signed as correct by the Chair of the meeting or the Chair of the next Board meeting.
- 17.5. When the minutes of a Board meeting have been signed as correct they are, unless the contrary is proved, evidence that:
- 17.5.1. the meeting to which the minutes relate was duly convened and held;
  - 17.5.2. the matters recorded as having taken place at the meeting took place as recorded; and
  - 17.5.3. any appointment purportedly made at the meeting was validly made.



## **PART 4 – CHIEF EXECUTIVE OFFICER**

### **Chief Executive Officer**

#### **18. Appointment of the CEO**

- 18.1. The Board may appoint any person, including a Director, to the position of Chief Executive Officer (CEO) for the period and on the terms (including remuneration) that the Board sees fit.
- 18.2. The CEO shall be responsible to the Board for the affairs of Volunteering WA, and for this purpose may exercise all powers of Volunteering WA which are not, under the Act or this Constitution, required to be exercised by the Board or by the Members.

#### **19. Roles and Responsibilities of the CEO**

- 19.1. The CEO shall be tasked with the day-to-day management and operations of Volunteering WA under the supervision of the Board.
- 19.2. The CEO shall report and make recommendations to the Board with respect to policy matters and the organisation of Volunteering WA.
- 19.3. The Board may delegate such powers and functions as it considers appropriate from time to time to the CEO for the purposes of achieving the Purposes of Volunteering WA.
- 19.4. Staff shall be responsible to the CEO who will be responsible and report directly to the Board.
- 19.5. The CEO will endeavour to attend all meetings of the Board unless otherwise directed to withdraw by the Chair.
- 19.6. The CEO shall maintain the Rules of Volunteering WA (this Constitution) and Record of Office Holders in the manner stipulated by the Act.
- 19.7. Unless the Members resolve otherwise at a General meeting, the CEO shall maintain custody of all securities, books, documents, records and registers of Volunteering WA.

## **PART 5 – FINANCIALS**

### **Financial Year**

#### **20. Financial Year**

- 20.1. The financial year of Volunteering WA shall be from the first (1st) day of July to the thirtieth (30th) day of June in the following year.

#### **21. Finances**

- 21.1. The Treasurer shall cause accounts to be kept of all monies received and expended by Volunteering WA and of the matters in respect of which such receipt and expenditure took place.
- 21.2. All accounts shall be audited and certified annually by the Auditor.
- 21.3. Funds of Volunteering WA shall be kept in the name of Volunteering WA at a bank or other approved financial institutions as approved by the Board.
- 21.4. All payments must be signed by any two (2) authorised signatories which are appointed by the Board.

## **PART 6 - MEETINGS OF VOLUNTEERING WA**

### **Meeting Types and Requirements**

#### **22. Volunteering WA Annual General Meetings**

- 22.1. Annual General Meetings (AGM) shall be held within four (4) months of the end of the financial year.
- 22.2. Twenty-eight (28) days' notice is required for Annual General Meetings.
- 22.3. The business of the AGM shall include the following:

- 22.3.1. Adoption of minutes of previous year's AGM and of any Special General Meeting held since then if the minutes of that meeting have not yet been confirmed;
- 22.3.2. Adoption of Chair's Report;
- 22.3.3. Adoption of the Chief Executive Officer's Report;
- 22.3.4. Adoption of an audited financial statement for the preceding financial year;
- 22.3.5. Election of members to the Board of Directors as determined by this Constitution;
- 22.3.6. Appointment of the Patron;
- 22.3.7. Appointment of the Auditor;
- 22.3.8. Appointment of the Hon Solicitor;
- 22.3.9. Motions of which notice has been given; and
- 22.3.10. Any other business accepted by the Chair.

## **23. Special General Meetings**

- 23.1. The Board may convene Special General Meetings, upon a resolution of a majority of the Board.
- 23.2. Special General Meetings shall be convened by the Chair within twenty-one (21) days of receiving a written request from not less than twenty (20) Members or 20% of the membership, whichever is the lesser, specifying the purpose for such a meeting.
- 23.3. Notice in writing of a Special General Meeting shall be sent to all Members within seven (7) days of receipt of a request for such a meeting.
- 23.4. Fourteen (14) days' notice is required to be provided to Members prior to convening Special General Meetings.
- 23.5. Notices of motion, if applicable, must be circulated with the notice of the meeting.
- 23.6. Special Resolutions shall be notified and resolved in accordance with the requirements of the Act.
- 23.7. The quorum to amend clause 32 – alternations to the Constitution, or clause 33 – dissolution of Volunteering WA, shall be forty (40) Members present or by proxy, or 50% of the membership, whichever is the lesser.

## **24. General Meetings**

- 24.1. General Meetings, may be convened with at least twenty-one (21) days' notice to Members if a special resolution is to be proposed at the meeting, or at least fourteen (14) days' notice to Members in any other case.
- 24.2. The Notice must specify:
  - 24.2.1. the date, time and place of the meeting; and
  - 24.2.2. indicate the general nature of each item of business to be considered at the meeting; and
  - 24.2.3. if the meeting is the Annual General Meeting, include the names of the Members who have nominated for election to the Board under clause 14.
- 24.3. The quorum for General Meetings shall be twenty (20) Members present or by proxy, or 30% of the membership, whichever is the lesser.
- 24.4. If, within thirty (30) minutes after the time specified for a General Meeting, a quorum is not present, the meeting shall lapse or, with the agreement of Members present, shall be adjourned to a time, date and place stated.
- 24.5. If a quorum is not present within thirty (30) minutes of the commencement time specified for any reconvened meeting, members present or by proxy may proceed with the business of that General Meeting, notwithstanding clause 24.3.
- 24.6. General Meetings may be adjourned and re-scheduled by the Chair, with the consent of the Members present, to enable completion of any unfinished business.
- 24.7. The re-scheduled meeting may not conduct any business other than that which remains unfinished from the meeting that was adjourned.
- 24.8. Notice of the adjournment is required if the meeting is to be adjourned for 14 days or more.

## **25. Minutes of Meetings**

- 25.1. The Chair must ensure that minutes are taken and kept of each type of meeting.
- 25.2. The minutes must record the following:
  - 25.2.1. the business considered at the meeting; and
  - 25.2.2. any motion on which a vote is taken at the meeting and the result of the vote.
- 25.3. The minutes of a meeting must be recorded within 30 days after the meeting is held and stored in a secure location.
- 25.4. The Chair must ensure that the minutes of a meeting are reviewed and signed as correct by the Chair of the meeting or the Chair of the next Board meeting.
- 25.5. When the minutes of a meeting have been signed as correct they are, unless the contrary is proved, evidence that:
  - 25.5.1. the meeting to which the minutes relate was duly convened and held;
  - 25.5.2. the matters recorded as having taken place at the meeting took place as recorded; and
  - 25.5.3. any appointment purportedly made at the meeting was validly made.

## **26. Delegate of Members and Voting**

- 26.1. All Members shall be entitled to appoint one (1) Representative (or proxy) to represent that Member at General Meetings (the Representative).
- 26.2. The Representative shall be entitled to cast the vote that the Member would otherwise be entitled to cast under this Constitution, and to attend General Meetings in place of and on behalf of the Member.
- 26.3. Notice of the Representative (or proxy) must be received by the Chair in writing twenty-four (24) hours prior to the commencement of the meeting.
- 26.4. The form of Representative (or proxy) shall be determined by the Board from time to time.
- 26.5. Such appointment as a Representative shall be valid until the next Annual General Meeting, or as notified in writing by the Member to the Board from time to time.
- 26.6. Any Member with an entitlement to vote under clause 7, has the right to one (1) vote at any General Meeting of Volunteering WA.
- 26.7. Voting shall be by a show of hands or a division of Members unless at least 25% of eligible Members present demand a secret ballot, in which case a secret ballot shall be held. The method for taking the secret ballot shall be as determined by the Chair.
- 26.8. The result of the ballot as declared by the Chair shall be deemed to be the resolution of the Meeting.
- 26.9. At any Meeting, every question, matter or motion shall be decided by a simple majority of votes of the eligible Members present, unless otherwise specified in this Constitution.
- 26.10. The Chair will have a casting vote, but not a deliberative vote in Volunteering WA Meetings held under this Part of this Constitution.

## **PART 7 - DISCIPLINARY ACTION, DISPUTES AND MEDIATION**

### **Disciplinary Action**

## **27. Suspension or Expulsion**

- 27.1. Without in any way limiting or otherwise altering the rights of Members under clauses 28 and 29 below, and subject to the provisions of those clauses, the Board may at any time suspend a Member on the grounds that the Member's conduct is, in the reasonable opinion of a majority of the Board, detrimental to the Purposes of Volunteering WA.
- 27.2. Notice of suspension shall be given in writing to the Member within seven (7) days of such a decision being made by the Board.
- 27.3. The Notice shall:
  - 27.3.1. State the grounds for the proposed suspension; and

- 27.3.2. Set out the time, date and place of a meeting of the Board (within seven (7) days of the issuing of the notice) at which the Member is entitled to attend and put a case for re-consideration of the proposed suspension.
- 27.4. During a period of suspension, the Member's rights, including voting rights, arising as a result of membership are suspended.
- 27.5. When a membership is suspended, the Register of Members will record:
- 27.5.1. That the Member's membership is suspended; and
  - 27.5.2. The date of effect and period of the suspension.
- 27.6. The Board may expel a Member on the grounds that the Member's conduct is detrimental to the Purposes of Volunteering WA, but before doing so, the Board shall give at least thirty (30) days' notice of its intention to do so to the Member concerned.
- 27.7. The notice shall:
- 27.7.1. State the grounds for the proposed expulsion;
  - 27.7.2. Set out the time, date and place of the meeting of the Board at which the question of the expulsion will be considered; and
  - 27.7.3. Inform the Member that the Member is entitled to attend the meeting to put such matters to the Board for its consideration before any decision is made.
- 27.8. If a Member is aggrieved by a decision of the Board to suspend or expel that Member, that Member may, by notice in writing to the Board setting out the grounds for such grievance, appeal to the Members at the next General Meeting, who may affirm or reverse the decision of the Board and impose such terms and conditions (if any) as are considered appropriate in the circumstances.

## Disputes

### 28. Resolving Disputes

- 28.1. The procedure set out in this section (the grievance procedure) applies to disputes –
- 28.1.1. Between Members; or
  - 28.1.2. Between one or more Members and Volunteering WA.
- 28.2. The Parties to a dispute must attempt to resolve the dispute between themselves within 14 days after the dispute has come to the attention of each party.
- 28.3. If the parties to a dispute are unable to resolve the dispute between themselves within the time required under clause 28.2, any party to the dispute may start the grievance procedure by giving written notice to the Chief Executive Officer of;
- 28.3.1.1. the parties to the dispute; and
  - 28.3.1.2. the matters that are the subject of the dispute.
- 28.4. Within 28 days after the Chief Executive Officer is given the notice, a Board meeting must be convened to consider and determine the dispute.
- 28.5. The Chief Executive Officer must give each party to the dispute written notice of the Board meeting at which the dispute is to be considered and determined at least 7 days before the meeting is held.
- 28.6. The notice given to each party to the dispute must state –
- 28.6.1. when and where the Board meeting is to be held; and
  - 28.6.2. that the party, or the party's representative, may attend the meeting and will be given a reasonable opportunity to make written or oral (or both written and oral) submissions to the Board about the dispute.
- 28.7. If the dispute is between one or more members and Volunteering WA; and any party to the dispute gives written notice to the Chief Executive Officer stating that the party –
- 28.7.1. does not agree to the dispute being determined by the Board; and
  - 28.7.2. requests the appointment of a mediator,
- the Board must not determine the dispute.

## 28.8. Determination of dispute by the Board –

- 28.8.1. At the Board meeting at which a dispute is to be considered and determined, the Board must –
  - 28.8.1.1. give each party to the dispute, or the party's representative, a reasonable opportunity to make written or oral (or both written and oral) submissions to the Board about the dispute; and
  - 28.8.1.2. give due consideration to any submissions so made; and
  - 28.8.1.3. determine the dispute.
- 28.8.2. The Board must give each party to the dispute written notice of its determination, and the reasons for the determination, within 7 days after the Board meeting at which the determination is made.
- 28.8.3. A party to the dispute may, within 14 days after receiving notice of the Board's determination under clause 28.8.1.3, give written notice to the Chief Executive Officer requesting the appointment of a mediator.
- 28.8.4. If notice is given under clause 28.8.3, each party to the dispute is a party to the mediation.

## Mediation

### 29. Appointment of a Mediator

- 29.1. This section applies if written notice has been given to the Chief Executive Officer requesting the appointment of a mediator.
- 29.2. If this section applies, a mediator must be chosen or appointed.
- 29.3. The mediator must be a person chosen –
  - 29.3.1. if the appointment of a mediator was requested by a Member under clause 28.7.2, by agreement between the Member and the Board; or
  - 29.3.2. if the appointment of a mediator was requested by a party to a dispute under clause 28.8.3 by agreement between the parties to the dispute.
- 29.4. If there is no agreement for the purposes of clause 29.3, then, subject to clauses 29.5 and 29.6, the Board must appoint the mediator.
- 29.5. The person appointed as mediator by the Board must be a person who acts as a mediator for another not-for-profit body, such as a community legal centre, if the appointment of a mediator was requested by –
  - 29.5.1. a Member under clause 28.7.2; or
  - 29.5.2. a party to a dispute under clause 28.8.3; or
  - 29.5.3. a party to a dispute under clause and the dispute is between one or more Members and Volunteering WA.
- 29.6. The person appointed as mediator by the Board may be a Member or former Member of Volunteering WA but must not –
  - 29.6.1. have a personal interest in the matter that is the subject of the mediation; or
  - 29.6.2. be biased in favour of or against any party to the mediation.

### 30. Mediation Process

- 30.1. The parties to the mediation must attempt in good faith to settle the matter that is the subject of the mediation.
- 30.2. Each party to the mediation must give the mediator a written statement of the issues that need to be considered at the mediation at least 5 days before the mediation takes place.
- 30.3. In conducting the mediation, the mediator must –
  - 30.3.1. give each party to the mediation every opportunity to be heard; and
  - 30.3.2. allow each party to the mediation to give due consideration to any written statement given by another party; and

- 30.3.3. ensure that natural justice is given to the parties to the mediation throughout the mediation process.
- 30.4. The mediator cannot determine the matter that is the subject of the mediation.
- 30.5. The mediation must be confidential, and any information given at the mediation cannot be used in any other proceedings that take place in relation to the matter that is the subject of the mediation.
- 30.6. The costs of the mediation are to be paid by the party or parties to the mediation that requested the appointment of the mediator.
- 30.7. If —
- 30.7.1. mediation takes place because a Member whose membership is suspended or who is expelled from Volunteering WA gives notice under clause 27.8; and
- 30.7.2. as the result of the mediation, the decision to suspend the Member's membership or expel the Member is revoked,
- that revocation does not affect the validity of any decision made at a Board meeting or general meeting during the period of suspension or expulsion.

## **PART 8 - MISCELLANEOUS**

### **31. Common Seal**

- 31.1. The Common Seal shall be kept in safe custody by the CEO.
- 31.2. The seal must not be used without the authority of the Board.
- 31.3. Every document to which the seal is affixed with the authority of the Board must be countersigned by any two (2) of the Office Bearers or one (1) Office Bearer and one (1) Director.
- 31.4. A record shall be maintained of each use of the common seal.

### **32. Alterations to the Constitution**

- 32.1. The Constitution shall be amended by special resolution of not less than 75% of the Members of Volunteering WA who are entitled under this Constitution to vote, and who vote in person or by proxy at the Annual General Meeting or at a Special General Meeting called for that purpose.
- 32.2. Proposed amendments shall be circulated in writing with the notice of the meeting.
- 32.3. A copy of every alteration, variation, rescission or addition to this Constitution and Rules will be lodged with the Commissioner within one (1) month of the special resolution, as required in the Act.
- 32.4. Such copy shall also be given to the Deputy Commissioner of Taxation, Perth, should Volunteering WA have public benevolent institution or charitable institution status.

### **33. Dissolution of Volunteering WA**

- 33.1. Volunteering WA may be dissolved by special resolution of not less than 75% of the Members of Volunteering WA who are entitled to vote under this Constitution, and who vote in person or by proxy at any General Meeting of Volunteering WA.
- 33.2. The Notice of motion to dissolve Volunteering WA shall be circulated in writing with the notice of the meeting.
- 33.3. Volunteering WA may also be dissolved under Part 9 Division 2 of the Act.
- 33.4. If, on the winding up of Volunteering WA, any property of Volunteering WA remains after satisfaction of the debts and liabilities of Volunteering WA and the costs, charges and expenses of that winding up (surplus assets), that property shall, subject to section 24 of the Act and clause 33.6, be distributed —
- 33.4.1. to another charity or charities having purposes similar to those of Volunteering WA; or
- 33.4.2. which also prohibit the distribution of any surplus assets to its members at least to the same extent as Volunteering WA.

33.5. The decision as to the charity or charities to be given the surplus assets must be made by a special resolution of members at or before the time of winding up. If the members do not make this decision, Volunteering WA may apply to the Supreme Court of WA to make this decision.

33.6. If Volunteering WA is endorsed as a deductible gift recipient in accordance with Division 30 of the *Income Tax Assessment Act 1997* (Cth) (ITAA97) and Volunteering WA is wound up or its endorsement as a deductible gift recipient is revoked, any surplus:

33.6.1. gifts of money or property received by Volunteering WA for the Purposes of Volunteering WA;

33.6.2. contributions which are deductible under items 7 and 8 of the table in subsection 30-15(2) of the ITAA97 (Deductible Contributions) made in relation to a fundraising event held for the Purposes of Volunteering WA; and

33.6.3. money received by Volunteering WA because of such gifts or Deductible Contributions including, without limitation, any money received because of investment of those gifts or Deductible Contributions,

must be transferred to another fund, authority or institution, gifts to which can be deducted under Division 30 of the ITAA97.

## PART 9 – DEFINITIONS AND INTERPRETATIONS

### 34. Definitions

In this Constitution, unless the contrary intention appears:

#### 34.1. Definitions

34.1.1. **The Act** means the *Associations Incorporation Act 2015* (WA).

34.1.2. **Association** means the Volunteer Centre of Western Australia (Inc.) trading as Volunteering WA.

34.1.3. **Auditor** means a person who inspects, reviews and verifies the accuracy of Volunteering WA's accounts to ensure the validity and legality of its operational and/or financial records. The auditor must not be an employee of, nor otherwise have had any direct or indirect relationship with Volunteering WA.

34.1.4. **Board** means the eight elected Members as Directors of Volunteering WA (including Office Bearers), and any Co-opted Directors.

34.1.5. **Chief Executive Officer** means that person employed by Volunteering WA as Chief Executive Officer.

34.1.6. **Commissioner** means the person appointed as Commissioner under section 153 of the Act and exercising the powers and functions provided for thereunder.

34.1.7. **Co-opted Director** means a Director appointed as such by the Board.

34.1.8. **Director** means those persons elected or co-opted to the Board.

34.1.9. **Grievance procedures** means the procedures set out in Part 7 of this Constitution.

34.1.10. **Member** means those accepted for membership under the categories as set out in Part 2 clause 6 of this Constitution.

34.1.11. **Office Bearer** means those persons elected by the Board under clause 15 of this Constitution.

34.1.12. **Party to a dispute** includes a person who is a party to the dispute; and any party who was a Member but whose membership has expired or terminated within 6 months of the date upon which the dispute arose.

34.1.13. **Representative** means those persons appointed by Members as their representative, under clause 26 of this Constitution.

34.1.14. **Volunteering WA** means the Volunteer Centre of Western Australia (Inc.).



### 35. Interpretation

In this Constitution, except where the context otherwise requires:

- 35.1.1. The singular includes the plural and vice versa;
- 35.1.2. Another grammatical form of a defined word or expression has a corresponding meaning;
- 35.1.3. a reference to a clause, paragraph, schedule or annexure is to a clause or paragraph of, or schedule or annexure to, this Constitution, and a reference to this Constitution includes any schedule or annexure;
- 35.1.4. a reference to a document or instrument includes the document or instrument as novated, altered, supplemented or replaced from time to time;
- 35.1.5. reference to an Act includes every amendment, re-enactment, or replacement of that Act and any subordinate legislation made under that Act (such as regulations).

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*Incorporated May 1989*

*Revised and adopted September 1990*

*Revised and adopted September 1995*

*Revised and adopted September 1998*

*Revised and adopted August 2006*

*Revised and Adopted 2009*

*Revised and Adopted 2010*

*Revised and Adopted 2013*

*Revised and Adopted 2016*

*Revised and Adopted 2018*

*Revised and Adopted 2019*

#### NOTES

This Constitution is to be read in association with the Policies and Procedures Manual, the working document of the Operational Guidelines and Procedures of Volunteering WA, the Forward Plan and the Principles of Volunteering adopted by the national body.

Volunteer Centre of Western Australia (Inc.)

operating as

Volunteering WA

Western Australian Registered Business Number: 0186030R

ABN: 24 028 468 144