

Constitution of



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Constitution of the Wollondilly Women in Business Inc
(INC 1501135)

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Part 1 Preliminary

1 Definitions and Interpretations

1.1 Defined terms

In this Constitution, words beginning with a capital letter that are defined in Part 1 of Schedule 1 have the meaning ascribed to them in that schedule.

1.2 Interpretation

The interpretational rules contained in Part 2 of Schedule 1 apply in the interpretation of this Constitution.

2 Purpose

The purpose of the Association is as follows:

- 1) To provide the opportunity for both professionals and business owners to unite, mentor, share experiences, knowledge and testimonies together.
- 2) To promote and encourage the development of women in business across the Wollondilly Shire and its immediate surrounds.
- 3) To continually encourage women to support to each other both personally and professionally.
- 4) To promote the mutual benefits of spending locally and inspire the entrepreneurial spirit of women in the Wollondilly Shire community.
- 5) To arrange conferences, seminars, training and events that relate to the personal and professional lives of women and business.
- 6) To enter into any contractual arrangement with any person in furtherance of the purposes of the Association.
- 7) To undertake training and education for the benefit of Members.
- 8) To engage professional assistance of any kind and to remunerate any person for services rendered or to be rendered in or about the formation of promotion of the Association.
- 9) To raise money by subscription, and to grant rights and privileges to subscribers as deemed appropriate by the Executive.

3 Rules

- 1) In addition to this Constitution, the Association is to be governed and managed in accordance with the Code of Conduct.
- 2) In the event of any inconsistency between this Constitution and the Code of Conduct, the provisions of this Constitution prevail to the extent of that inconsistency.

Part 2 Membership

4 General Membership

A person is eligible to be a Member of the Association if:

- a) the person is a natural person, and
- b) the person has applied and been approved for Membership of the WWIB in accordance with clause 5.
- c) the person supports the purposes of the Association and fits the geographical criteria of the Association, unless otherwise determined by the Executive.

5 Application for Membership

1. An application by a person for Membership of WWIB
 - a) must be made through the website (www.wib.com.au) and an account created on registration, and
 - b) must be lodged, completed in full, including acknowledgement of the Code of Conduct, or what is deemed by the Executive at the time, signed and the prescribed Membership fee paid to the Association
 - c) as soon as practicable after receiving an application for Membership, the relevant Executive Member will subsequently put the recommendation to the Executive for final approval
 - d) as soon as practicable after approval, the applicant will be notified by email of their Membership approval or otherwise
 - e) the relevant Executive Member will, on approval of the Membership application and advice of the prescribed payment by the applicant, place the applicant's name in the relevant Register of Members, deeming them then to be a Member of the Association.

6 Consideration of Application

1. Should the Executive not approve a Membership application, any monies paid will be returned to the applicant by electronic means.
2. No reason need be given for the non-approval of any Membership application.

7 Fees and Subscriptions

1. A Member of the Association is required to pay the prescribed fees to the Association
 - a) Upon admission to the Association, including any pro-rata payment required: and/or
 - b) on an annual or bi-annual basis.
2. The details of any such fees will be determined by the Executive and reviewed, updated and amended by the Executive from time to time, and as necessary, and advised to the Members accordingly, including by electronic means.

8 Cessation of Membership

A person ceases to be a Member of the Association if the person:

- a) dies,
- b) resigns from Membership of the Association in writing;
- c) is expelled from the Association in accordance with clause 15; or
- d) fails to pay any fee within one (1) month of that fee becoming due.

9 Membership Entitlements not Transferable

A right, privilege or obligation which a person has by reason of being a Member of the Association:

- a) is not capable of being transferred or transmitted to another person, and
- b) terminates on cessation of the person's Membership.

10 Resignation of Membership

Providing a Member has paid all outstanding fees –

1. A Member of the Association may resign from Membership of the Association by first giving to the Secretary written notice of at least one (1) month (or any other period that the Executive may determine) of the Member's intention to resign and, on the expiration of the period of notice, the Member ceases to be a Member.
2. If a Member of the Association ceases to hold Membership, the relevant Executive Member must ensure that an appropriate entry is made in the register of the relevant Member, recording the date on which the Membership ceased.

11 Register of Members

1. The relevant Executive Member must establish and maintain a Register of Members of the Association in electronic form specifying the name and postal, residential and email address of each person who is a Member of the Association, together with the date on which the person became a Member.
2. The register may also contain other information determined by the Executive from time to time.
 - a) The Register may be kept by the Association in hard copy or electronic format.
 - b) Any changes that are required to be made to the Register must be made by the relevant Executive Member within one (1) month of that change occurring.
3. The Register of Members must be kept in New South Wales:
 - a) at the main premises of the Association, or
 - b) if the Association has no premises, in a secure location with the relevant Executive Member.
4. The Register of Members must be open for inspection, free of charge, by any Member of the Association at any reasonable hour.
5. If a Member requests that any information contained on the register about the Member (other than the Member's name) not be available for inspection, that information must not be made available for inspection.
6. A Member must not use information about a person obtained from the register to contact or send material to the person other than for the purposes of sending that person:
 - a) an approved newsletter relating to the Association,
 - b) an approved notice in respect of a meeting or other event relating to the Association,
 - c) other approved material relating to the Association, or
 - d) any other notice or document necessary to comply with a requirement of the Act or the Regulation.
7. If the Register of Members is kept in electronic form:
 - a) it must be convertible into hard copy, and
 - b) where practicable, the hard copy must match the current electronic register.
 - c) the requirements in subclause 5(e) apply as if a reference to the Register of Members is a reference to a current hard copy of the Register of Members.

12 Fees and Subscriptions

1. A Member of the Association is required to pay the prescribed fees to the Association
 - a) upon application to the Association, and
 - b) on an annual or bi-annual basis upon renewal.
2. The details of any such fees are provided for in the Policy, Procedures and Guidelines and may be changed/reviewed by the Executive from time to time, as necessary, and advised to the Members accordingly, including by electronic means.

13 Members' Liabilities

The liability of a Member of the Association to contribute towards the payment of the debts and liabilities of the Association or the costs, charges and expenses of the winding up of the Association is limited to the amount, if any, unpaid by the Member in respect of Membership of the Association as required by clause 12.

14 Resolution of Disputes

A dispute between a Member and another Member (in their capacity as Members) of the Association, or a dispute between a Member or Members and the Association, are to be referred in the first instance to the Dispute Resolution Committee, which is appointed by the Executive.

1. If a Member who is a party to a dispute under paragraph (1) is also an Office Bearer and/or part of the Dispute Resolution Committee:
 - a) that Member will be removed from the Dispute Resolution Committee for the purpose of dealing with the relevant dispute; and
 - b) another Member must be appointed to the Dispute Resolution Committee, by the Executive, to temporarily replace that Office Bearer for the purpose of resolving the dispute in accordance with this clause 14.
2. The Dispute Resolution Committee will assess and consider the dispute and either:
 - a) pursuant to an ordinary resolution of the Dispute Resolution Committee, make a determination in consultation with the Executive in order to resolve the dispute and if applicable, provide directions to the relevant parties in respect of the dispute; or
 - b) refer the dispute to a community justice centre for mediation under the Community Justice Centres Act 1983 (NSW) or an accredited Mediator. The costs of any such mediation are to be borne equally between the parties in dispute.
3. If a dispute is:
 - a) resolved by the Dispute Resolution Committee under paragraph (2)(a), then the determination of that committee will be final and binding; or
 - b) referred to a community justice centre under paragraph (2)(b) or an accredited Mediator and is not resolved by mediation within three (3) months from the date of referral, the dispute is to be referred to arbitration. The Commercial Arbitration Act 2010 (NSW) applies to any such dispute referred to arbitration. The costs of any Commercial Arbitration will be borne by the parties in the dispute.

15 Disciplining of Members

1. A complaint may be made to the Executive, (whether in written or electronic form) by any person, that a Member of the Association:
 - a) has refused or neglected to comply with a provision or provisions of this constitution, or the Code of Conduct and/or
 - b) has wilfully acted in a manner prejudicial to the interests of the Association.
2. If a complaint is made against a Member of the Executive, that Executive Member will be excluded from the disciplinary process and their vacancy will be temporarily filled by another Member of the Association, at the Executive's discretion, during the disciplinary process.
3. The Executive, at its discretion, may refuse to deal with a complaint if the Executive considers the complaint to be trivial or vexatious in nature.
4. If the Executive decides to act on the complaint, the Executive must (whether in written or electronic form):
 - a) give notice of the complaint to the Second Member concerned, and
 - b) give the Second Member at least 14 days from the time the notice is given to make submissions to the Executive in relation to the complaint, and
 - c) must take into consideration any submissions made by the First Member in connection with the complaint.
5. The Executive may, by resolution, expel the Member from the Association or suspend the Member from Membership of the Association if, after considering the complaint and any submissions made in connection with the complaint, it is satisfied that the facts alleged in the complaint have been proved and the expulsion or suspension is warranted in the circumstances.
6. If the Executive expels or suspends a Member, the relevant Executive Member must, within 7 days after the action is taken, cause written notice to be given to the Member of the action taken, of the reasons given by the Executive for having taken that action, and of the Member's right of appeal under clause 16, (whether in written or electronic form).
7. The expulsion or suspension does not take effect:
 - a) until the expiration of the period within which the Member is entitled to appeal against the resolution concerned, or
 - b) if within that period the Member exercises the right of appeal, unless and until the Association confirms the resolution under clause (15) sub-clauses (5) and (6), whichever is the later.

16 Right of Appeal of Disciplined Member

1. A Member may appeal to the Association against a resolution of the Dispute Resolution Committee under clause 15 within 7 days after notice of the resolution is served on the Member, by lodging with the Secretary a notice to that effect, (whether in written or electronic form).
2. The notice, (whether in written or electronic form) may, but need not, be accompanied by a statement of the grounds on which the Member intends to rely for the purposes of the appeal.
3. On receipt of a notice, (whether in written or electronic form) from a Member under subclause (1), the Secretary must notify the Executive, which is to convene a Special General Meeting of the Association to be held within 28 days after the date on which the Secretary received the notice.
4. At a Special General Meeting of the Association convened under subclause (3):
 - a) no business other than the question of the appeal is to be transacted, and
 - b) the Executive on behalf of the Dispute Resolution Committee and the Member must be given the opportunity to state their respective cases orally or in writing, or both, and
 - c) the Members present are to vote by secret ballot on the question of whether the resolution should be confirmed or revoked.
5. The appeal is to be determined by a simple majority of votes cast by Members of the Association present at the Special General Meeting.

Part 3 The Executive

17 Powers of the Executive

Subject to the terms of this Constitution, the Executive will:

- a) control all aspects of the management and operation of the Association in whatever manner that the Executive thinks is necessary; and
- b) exercise any power that the Association can exercise under the Act except where the power needs to be exercised by the Members at an Annual General Meeting or Special General Meeting; and
- c) perform all the acts and do all things that appear to the Executive to be necessary or desirable for the proper management of the affairs of the Association

18 Composition and Membership of the Executive

1. The Executive is to consist of the following Office Bearers:
 - a) The Founder of the Association, Michelle Legg;
 - b) the President;
 - c) the Vice-President;
 - d) the Treasurer;
 - e) the Secretary; and
 - f) the Public Officer.
2. All the positions on the Executive outlined in paragraph (1) are to be filled by financial Members of the Association who are to be elected by the financial Members of the Association at the Annual General Meeting in accordance with clause 20.
3. A Member can hold only two (2) of the positions outlined in paragraph (2), except if those two (2) positions are President and Vice-President.
4. All positions on the Executive, except the position of The Founder of the Association, may remain in office for a maximum of 3 years, otherwise all positions, except that of The Founder, last only until the next Annual General Meeting after the Member has been elected to the Executive. At that time any Member may seek to be elected to the Executive.
5. The Founder of the Association will always remain the same person and remain as an Office Bearer of the Executive with all voting rights of the Executive for the life of the Association, WWIB (and in case of any name changes).

19 Election of Office Bearers

1. A person nominated as a candidate for the Executive must be a Member of the Association.
2. To be elected to any position on the Executive, a Member must be nominated by two (2) other Members of the Association. This nomination must be in writing and signed by the two (2) Members who are nominating the relevant Member for a position.
3. All nominations must be given to the Secretary at least seven (7) days before the Annual General Meeting at which elections will be held for positions on the Executive.
4. If there are insufficient nominations to fill the vacancies on the Executive, then further nominations for the unfilled positions can be taken at the Annual General Meeting.
5. If any or all positions on the Executive are unfilled after the end of the Annual General Meeting those unfilled positions become casual vacancies and can be filled by any Member who accepts that vacancy as nominated by the Executive from time to time.

20 Roles of Office Bearers

The roles and responsibilities of each Office Bearer, and where applicable, non-office bearers, is updated and reviewed by the Executive annually or as necessary and is provided for in the relevant Policy document.

21 Casual Vacancy

1. A casual vacancy in the office of a Member of the Executive occurs if the Member:
 - a) dies, or
 - b) ceases to be a Member of the Association, or
 - c) is or becomes an insolvent under administration within the meaning of the Corporations Act 2001 of the Commonwealth, or
 - d) resigns office by notice in writing given to the Secretary, or
 - e) is removed from office under clause 23, or
 - f) becomes a mentally incapacitated person, or
 - g) is absent without the consent of the Executive from 3 consecutive meetings of the Executive, or
 - h) is convicted of an offence involving fraud or dishonesty for which the maximum penalty on conviction is imprisonment for not less than 3 months, or
 - i) is prohibited from being a director of a company under Part 2D.6 (Disqualification from managing corporations) of the Corporations Act 2001 of the Commonwealth.
2. In the event of a Casual Vacancy, the Executive may fill that vacancy by appointing another Member (who agrees to do so) in place of the Member of the Executive who is subject to the Casual Vacancy.

3. The person appointed to the Executive to fill the Casual Vacancy will only be able to remain in this position until the next Annual General Meeting at which time elections will be held for all positions on the Executive.

22 Removal of Executive

1. A Member of the Executive can be removed from their position on the Executive if at least three (3) Members call for a vote for such removal at a Special General Meeting.
2. At the Special General Meeting the Member who may be removed from their position has the right to speak to the Association to establish why they should not be removed from their position.
3. If the Member is removed from their position at a Special General Meeting, a Casual Vacancy occurs.

23 Executive Meetings and Quorum

1. The Executive must meet at least 3 times in each period of 12 months at the place and time that the Executive may determine, including by electronic means.
2. Additional meetings of the Executive may be convened by the President or by any Member of the Executive.
3. For any meeting of the Executive referred to in paragraphs (1) and (2), the relevant Executive Member, whether in writing, orally or by electronic means, must provide at least forty-eight (48) hours' notice to all Members of the Executive advising:
 - a) the time and date of the meeting, including via electronic means;
 - b) the venue of the meeting; and
 - c) what business is to be raised at this meeting.
4. The notice period in paragraph (3) may be reduced for any meeting of the Executive if all Members of the Executive agree.
5. Fifty percent (50%) plus 1 of the total Executive constitute a quorum for the transaction of the business of a meeting of the Executive, unless one person holds two positions in which case the quorum becomes three out of five.
6. No business is to be transacted by the Executive unless a quorum is present at any time for the duration of the meeting.
7. Where a quorum is not present at a meeting of the Executive, the meeting is to be adjourned for one week. Each Member of the Executive must be notified accordingly of the adjourned meeting.
8. If at the adjourned meeting a quorum is not present within half an hour of the time appointed for the meeting, the meeting is to be dissolved.

9. At a meeting of the Executive:
 - a) the President or, in the President's absence, the Founder, is to be the chairperson of the meeting; or
 - b) if the President or the Founder will not be attending the meeting, then the Vice President is to be the chairperson of the meeting
 - c) If the Founder, the President or the Vice President will not be attending the meeting any other person nominated by the President (or in the absence of such nomination, the Founder and then the Vice President's nomination) will be the chairperson; and
 - d) the Chairperson will have a Casting Vote at Executive meetings in addition to their own deliberative vote.

24 Use of Technology at Executive Meetings

1. A committee meeting may be held at 2 or more venues using any technology approved by the committee that gives each of the committee's Members a reasonable opportunity to participate.
2. A committee Member who participates in a committee meeting using that technology is taken to be present at the meeting and, if the Member votes at the meeting, is taken to have voted in person.

25 Delegation by Executive to Committee

1. The Executive, from time to time, may:
 - a) form one (1) or more Committees for any reason and on such conditions as the Executive thinks fit; and
 - b) delegate to a Committee any power which the Executive can exercise except any power which the Act or any other law states cannot be delegated.
2. The terms, conditions and limitations of any such delegation must be decided by the Executive. The Executive may dissolve any Committee at any time.
3. All delegations of power by the Executive are to be set out in writing and signed by the President. These delegations of power are to be kept by the relevant Executive Member.
4. Any Committee so formed must in the exercise of the powers so delegated conform to any regulations that may be imposed on it by the Executive.
5. Any right or power delegated to a Committee may continue to be exercised by the Executive.
6. Any exercise of the power by the Committee will have the same effect as if the power had been exercised by the Executive.
7. A Committee may call meetings at any time that it believes necessary. The President may appoint one (1) of the Members of a Committee to act as the Chairperson for that Committee. Any Member of the Executive may also be a Member of the Committee.

8. The rules applicable to a meeting of the Committee must be determined by the Executive.

26 Voting and Decisions

1. Unless otherwise expressly stated in this Constitution, any matter put for a vote either by the Executive or by any other Committee will be taken to be approved if a majority of that committee's Members vote in favour of it.
2. All Members of the Executive or a Committee present at the relevant meeting will be entitled to one (1) vote.
3. The Chairperson at a meeting of the Executive or a Committee will have a casting vote at that meeting in addition to their own deliberative vote.

Part 4 Meetings

27 General Meetings

The Executive, at its discretion and by providing notice to the Members, may convene a General Meeting of WWIBN from time to time on a date, and at a place and time decided by the Executive, for the purpose and any other matters the Executive deems relevant to WWIB.

28 Holding of Annual General Meetings (AGM)

1. WWIB within a period of six (6) months after the expiration of each Financial Year, will convene an Annual General Meeting.
 - (a) Where circumstances prevent WWIB's AGM being held as 27(1) above, the Executive will determine an alternative time that may be allowed or prescribed under the section 37 (2) (b) of the Act.

29 Annual General Meetings

1. Subject to the Act and clause 23, the Annual General Meeting of the WWIB is to be convened on such date and at such a place and time as decided by the Executive.
2. In addition to any other business which may be conducted at an Annual General Meeting, the business of an Annual General Meeting is to include, but not limited to, the following:
 - a. to confirm the minutes of the last preceding Annual General Meeting and of any Special General Meeting held since that meeting,
 - b. to receive the Executive reports on the activities of WWIB during the last preceding financial year,
 - c. to elect Executive Members of the WWIB, except The Founder.
 - d. to receive and consider any financial statement or report required to be submitted to Members under the Act.
3. An Annual General Meeting must be specified as being an Annual General Meeting in the notice convening the meeting.

30 Special General Meetings

1. A Special General Meeting may be convened:
 - (a) at any time that the Executive decides; or
 - (b) at the request of 10% (in number) of the Members.
2. A request by Members for a Special General Meeting, (whether in written or electronic form):
 - a. must state the purpose or purposes of the meeting,
 - b. must be signed by the Members making the request;
 - c. must be lodged with the Secretary, and
 - d. may consist of several documents in a similar form, each signed by one (1) or more of the Members making the request.

3. If the Executive fails to convene a Special General Meeting to be held within one (1) month after the date on which a request of Members for the meeting is lodged with the Secretary, any one or more of the Members who made the request may convene a Special General Meeting to be held not later than 3 months after that date.
4. A Special General Meeting convened by a Member or Members as referred to in subclause (3) above must be convened in the same manner as General Meetings are convened by the Executive.
5. No other business other than that set out in the notice may be conducted at that meeting.

31 Notice

1. Except in the case of Special Resolutions, the Members of WWIB must be given fourteen (14) days written notice of a meeting. The notice must state the time and place of the meeting and the business to be raised at the meeting.
2. Where a meeting is being convened to consider a Special Resolution, the Members of WWIB must be given twenty-one (21) days written notice of the meeting. The notice must state that the purpose of the meeting is to consider a Special Resolution and must state the time and place of the meeting, and the business to be raised at the meeting.
3. Any notice of meetings may be in written or electronic form.

32 Procedure and Quorum for Special General Meetings

1. No Special General Meeting may be held unless:
 - (a) a quorum of at least 25% (in number) of the Members of WWIB are present; and
 - (b) at least three (3) Members of the Executive are present.
2. At a Special General Meeting requested by Members, all Members requesting the meeting must be present.
3. If at any time during a Special General Meeting:
 - (a) the SGM quorum requirement is not met; or
 - (b) if during the course of a meeting and before all matters in the notice of meeting have been dealt with the SGM quorum ceases to be present,
4. The meeting is no longer quorate, and no further business may be conducted.
5. If an SGM quorum is not present at the first meeting, then the meeting is to be adjourned for one week. The meeting is to be held the following week on the same day, at the same place and time (Adjourned SGM).
6. If the SGM quorum is not met at the Adjourned SGM, then the Members of the Executive and the Members present at the adjourned SGM will constitute the quorum for the purpose of that meeting.

33 Quorum for General Meetings

1. No General Meeting may be held unless:
 - a. a quorum of at least eleven (11) Members of WWIB are present; and
 - b. at least three (3) Members of the Executive are present.
2. If within half an hour after the appointed time for the commencement of a General Meeting a quorum is not present, the meeting:
 - a. if convened on the requisition of Members—is to be dissolved, and
 - b. in any other case—is to stand adjourned to the same day in the following week at the same time and (unless another place is specified at the time of the adjournment by the person presiding at the meeting or communicated by written notice to Members given before the day to which the meeting is adjourned) at the same place.
3. If at the adjourned meeting a quorum is not present within half an hour after the time appointed for the commencement of the meeting, the Members present (being at least 5 Members and 3 current Executive) are to constitute a quorum.

34 Presiding Member for All Meetings

1. At WWIB meetings:
 1. the Founder or, in the Founder's absence, the President, is to be the chairperson of the meeting;
or
 2. if the Founder or the President will not be attending the meeting, then any other person nominated by the Founder (or in the absence of such nomination, the President's nomination) will be the chairperson; and
 3. the chairperson will have a casting vote at the SMG Meeting in addition to their own deliberative vote.

35 Adjournment

1. The Chairperson of a General Meeting at which a quorum is present may, with the consent of the majority of Members present at the meeting, adjourn the meeting from time to time and place to place, but no business is to be transacted at an adjourned meeting other than the business left unfinished at the meeting at which the adjournment took place.
2. If a General Meeting is adjourned for 14 days or more, the Secretary must give written notice of the adjourned meeting to each Member WWIB stating the place, date and time of the meeting and the nature of the business to be transacted at the meeting.
3. Except as provided in subclauses (1) and (2), notice of an adjournment of a General Meeting or of the business to be transacted at an adjourned meeting is not required to be given.

36 Making of Decisions

1. A question at a General Meeting is to be decided by a show of hands by all Members present at that meeting. The result of the show of hands must be recorded into the minutes of the meeting and this record will be proof of how the question was determined.
2. At any General Meeting, a Member is entitled to one (1) vote only (except for where the Chairperson exercises a Casting Vote).
3. All votes must be given personally.
4. No votes are permitted to be cast via post.
5. A Member is not entitled to vote at any General Meeting unless all money due and payable by the Member has been paid, other than the amount of the annual subscription payable in respect of the then current Financial Year.
6. If any question is to be determined by a written ballot, the ballot is to be conducted in accordance with the directions of the Chairperson.

37 Electronic Ballots

1. As determined by the Executive, WWIB may hold an electronic ballot to determine any issue or proposal (other than an appeal under clause 16).
2. An electronic ballot is to be conducted as advised by the Executive.

38 Use of Technology at General Meetings

1. A General Meeting may be held at 2 or more venues using any technology approved by the Executive that gives each of the Association's Members a reasonable opportunity to participate.
2. A Member of an Association who participates in a General Meeting using that technology is taken to be present at the meeting and, if the Member votes at the meeting, is taken to have voted in person.

Part 5 Miscellaneous

39 Insurance

1. WWIB may seek and maintain any insurances as decided by the Executive from time to time, including, but not limited to, public liability insurance.
2. Records of the insurances referred to in paragraph (1) are to be kept by the Public Officer.

40 Funds – Source

1. The funds of WWIB are to be derived from annual subscriptions, donations, sponsorships and such other sources as the Executive decides from time to time.
2. All money received by WWIB must be deposited as soon as reasonably practicable to the credit of WWIB's relevant bank account.
3. WWIB must, as soon as practicable after receiving any money and if required or requested, issue an appropriate receipt.

41 Funds – Management

1. In the absence of an ordinary resolution at a Special General Meeting to the contrary, the funds of WWIB are to be used to pursue the objectives of WWIB in such manner as the Executive determines from time to time.
2. All cheques, drafts, bills of exchange, promissory notes and other negotiable instruments must be signed by at least one (1) Executive Member with responsibility and approval to do so, and as the conditions of the banking approval mandate.

42 Association is Non-Profit

Subject to the Act and the Regulation, the Association must apply its funds and assets solely in pursuance of the objects of the Association and must not conduct its affairs so as to provide a pecuniary gain for any of its Members.

43 Distribution of property on winding up of Association

1. Subject to the Act and the Regulations, in a winding up of WWIB, any surplus property of the Association is to be transferred to another organisation with similar objects and is not carried on for the profit or gain of its individual Members.
2. In this clause, a reference to the surplus property of WWIB is a reference to that property of WWIB remaining after satisfaction of the debts and liabilities of WWIB, and the costs, charges and expenses of the winding up of WWIB.

44 Alteration of Objects, Change of Name, Objects and the Constitution

An application for registration of a change in the Association's name, objects or constitution in accordance with section 10 of the Act is to be made by the Public Officer or Executive Member.

45 Custody of Books

Except as otherwise provided by this Constitution, the Secretary must keep in her custody or under her control, all records, books and other documents relating to WWIB, whether in written or electronic form.

46 Inspection of Books

1. The following documents must be open to inspection, free of charge, by a Member of the Association at any reasonable hour:
 - a. records, books and other financial documents of the Association,
 - b. this constitution,
 - c. minutes of all Executive, Committee meetings and General Meetings of the Association.
2. A Member of the Association may obtain a copy of any of the documents referred to in subclause (1) on payment of a fee of not more than \$1 for each page copied.
3. Despite subclauses (1) and (2), the Executive may refuse to permit a Member of the Association to inspect or obtain a copy of records of the Association that relate to confidential, personal, employment, commercial or legal matters or where to do so may be prejudicial to the interests of the Association.

47 Service of Notices

A notice may be served by or on behalf of WWIB on any Member either personally, by sending it by post, by emailing it to the Member's nominated email address or by faxing it to the Member (or by such other means as the Member requests) to the Member as shown in the relevant Register.

48 Financial Year

The Financial Year of WWIB commences on 1 July and ends on 30 June the following calendar year.

49 Conflict of Interest

If:

1. a Member of the Executive or a Committee has a direct or indirect interest in a matter being considered or about to be considered at the relevant meeting, and
2. the interest appears to raise a conflict with the proper performance of that Executive and/or Committee Member's duties in relation to the consideration of the matter,

the Executive and/or Committee Member must, as soon as possible after the relevant facts have come to the Executive and/or Committee Member's knowledge, disclose the nature of the interest at a committee meeting and section 31 of the Act will apply.

Schedule 1: Definitions

(1) In this constitution:

Annual General Meeting (AGM) means the meeting held each year to report on the activities of the Association and to elect Office Bearers for the upcoming year.

Association means the Wollondilly Women in Business Network.

Casual Vacancy means a vacant role on the Executive.

Chairperson means the President and/or the person presiding over Meetings.

Code of Conduct means the policy outlining the purpose and aims of the Association, as well as acceptable and expected behaviour for Members.

Committee means the Executive appointed members responsible for running Association initiatives.

Constitution means the rules of the Association.

Dispute Resolution Committee means a committee appointed by the Executive to oversee disputes between members.

Executive means the group of elected Office Bearers of the Association.

Executive Member means a Member of the Executive, an office-bearer of the Association.

Financial Year means the year running from July 1 to June 30.

Founder means Michelle Legg.

General Meeting means a meeting for all Members to inform the membership of issues relevant to the operation of the Association.

Mediator means someone who is accredited to perform the duties of a mediator to support the resolution of disputes between Members.

Member means a financial Member of the Association.

New South Wales means the state in Australia that Wollondilly is a shire of.

Office Bearer means an Executive Member of the Association.

Policy, Procedures and Guidelines and Policy means the policy documents that govern the operations of the Association.

President means the person holding office under this constitution as President of the Association.

Public Officer means the person holding office under this constitution as Public Officer of the Association.

Register of Members means a record of all financial members of the Association.

Secretary means:

(a) the person holding office under this constitution as Secretary of the Association, or

(b) if no person holds that office - the Public Officer of the Association.

Special General Meeting (SGM) means a General Meeting of the Association other than an Annual General Meeting.

Special Resolutions means changes to the Constitution or other legal matters before the Association.

the Act means the *Associations Incorporation Act 2009*.

the Regulation means the *Associations Incorporation Regulation 2016*.

Treasurer means the person holding office under this constitution as Treasurer of the Association.

Vice President means the person holding office under this constitution as Vice President of the Association.

WWIB means Wollondilly Women in Business; the network.

- (2) In this constitution:
 - (a) a reference to a function includes a reference to a power, authority and duty, and
 - (b) a reference to the exercise of a function includes, if the function is a duty, a reference to the performance of the duty.
- (3) The provisions of the *Interpretation Act 1987* apply to and in respect of this constitution in the same manner as those provisions would so apply if this constitution were an instrument made under the Act.