



Rainbow South Coast Constitution

Part One - Preliminary

1 Name, logo and foundation brands

1.1 The name of the Association shall be Rainbow South Coast Inc.

1.2 The Board shall determine from time to time the design of the Association's logo.

1.3 It is acknowledged that the founding brands of the Association are the Illawarra Rainbow Community, Queers Down South, and the Illawarra Rainbow Families.

2 Objectives

2.1 The objectives of the Association shall be to:

(a) facilitate social connections for the LGBTQIASB+ community of the Local Area, that being the NSW South Coast, covering the Local Government Areas of Wollongong, Shellharbour, Kiama, Shoalhaven, and Wingecarribee;

(b) coordinate and deliver events that inspire individual participation and generate empowerment for the LGBTQIASB+ community in the Local Area;

(c) be a leading advocate in the local community on issues relevant to, or affecting, the LGBTQIASB+ community, and to actively engage in media and other appropriate campaigns for the proper promotion of equality;

(d) collaborate with local LGBTQIASB+ owned businesses, government organisations, and not-for-profits, to advance the operations and activities of the Association throughout the Local Area;

(e) act, at all times, on behalf of and in the interest of members and the LGBTQIASB+ community in the Local Area;

(f) provide an inclusive environment in which Members and the community can participate free from discrimination and harassment; and

(g) undertake and/or do all such things or activities which are necessary, incidental or conducive to the advancement of these Objectives.

3 Definitions

3.1 In these rules:

Affiliate Member means a person with those membership rights outlined in clause 4.1(d).

Association means Rainbow South Coast Inc.

Board means the elected office-bearers to manage the affairs of the Association in accordance with these rules.

Director-General means the Director-General of the NSW Department of Fair Trading.

Local Area means the area in which Rainbow South Coast Inc. will operate, including residents, workers, and visitors from Helensburgh in the north, to Ulladulla in the south, and west to include the Southern Highlands.

LGBTQIASB+ Community is used in these in its broadest sense and includes (but is not limited to) any person who identifies as gay, lesbian, bisexual, transgender, queer, intersex, sister girls, brother boys, asexual, aromantic or any other such marginalized gender identity and sexuality.

Financial Member means a member of the Association who has voting rights, and includes only Life Members, Individual Members and Organisational Members as outlined in clause 4.1(a), 4.1(b), and 4.1(c).

Member means a person or organisation who joins the Association for a limited time, as outlined in clause 4.1

Public Officer has the same meaning as in the Act and Regulation.

Secretary means:

- (a) the Delegate holding office under these rules as Secretary of the Association; or
- (b) if no such person holds that office – the Public Officer of the Association.

Sub-Committee means a sub-committee appointed in accordance with these rules.

“the Act” means the Associations Incorporation Act 2009 (NSW). “the Regulation” means the Associations Incorporation Regulation 2010 (NSW).

3.2 In these rules:

(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.

3.3 The provisions of the Interpretation Act 1987 (NSW) apply to and in respect of these rules in the same manner as those provisions would so apply if these rules were an instrument made under the Act.

Part Two - Membership

4 Membership types

4.1 The Members of the Association shall consist of:

(a) Life Members, who subject to this Constitution, shall have the right to receive notice of General Meetings and to be present, to debate and to vote at General Meetings;

(b) Individual Members, who subject to this Constitution, shall have the right to receive notice of General Meetings and to be present, to debate and to vote at General Meetings;

(c) Organisation Members shall be entitled to appoint one (1) delegate, who will be able to execute one vote at regular, special and annual General Meetings of the Association; and

(d) Affiliate Members are entitled to support, sponsor and participate in activities of the Association as approved by the Board from time to time. Affiliate Members have no voting rights at any regular or General Meeting of the Association.

4.2 Life Members

(a) Any Member may nominate a Financial Member who has rendered distinguished service to the Association or to the furtherment of the Objectives of the Association. Nominations must be submitted in writing no fewer than 30 days prior to a General Meeting and signed by two current Financial Members. The Board shall assess any nominations and recommend to the Association.

(b) A resolution of the annual General Meeting to confer life membership (subject to clause 0(a)) on the recommendation of the Board must be a Special Resolution.

(c) A person must accept or reject the Association's resolution to confer life membership in writing. Upon written acceptance, the person's details shall be entered upon the Register, and from the time of entry on the Register the person shall be a Life Member.

5 Application for Membership

5.1 An application for membership must be:

(a) in writing on the form prescribed from time to time by the Board (if any), from the applicant or its nominated representative and lodged with the Association; and accompanied by the appropriate fee (if any).

5.2 Discretion to Accept or Reject Application

(a) The Association may accept or reject an application whether the applicant has complied with the requirements in clause 5.1 or not.

(b) In exercising its discretion under clause 00, the Association may take into consideration, amongst other things, an applicant's compliance with this Constitution, the Rules and the policies annexed thereto as well as whether the applicant has any outstanding debt to the Association.

(c) Where the Association accepts an application, the applicant shall become a Member. Membership shall be deemed to commence upon acceptance of the application by the Association. The Register shall be amended accordingly as soon as practicable.

(d) Where the Association rejects an application, it shall refund any fees forwarded with the application, notify the applicant in writing, and the application shall be deemed rejected by the Association.

5.3 Members (other than Life Members) must renew their membership annually in accordance with the procedures set down by the Association in Rules from time to time.

6 Register of Members

6.1 The Association shall keep and maintain a Register in which shall be entered (as a minimum):

(a) the full name, contact details and date of entry of each Member; and

(b) where applicable, the date of termination of membership of any Member.

Members shall provide notice of any change and required details to the Association within one month of such change.

6.2 Having regard to the Act, confidentiality considerations and privacy laws, an extract of the Register, excluding the address or other direct contact details of any Member, shall be available for inspection (but not copying) by Members, upon reasonable request.

6.3 Subject to the Act, confidentiality considerations and privacy laws, the Register may be used to further the Objects, in such manner as the Board considers appropriate.

7 Effect of Membership

7.1 Members acknowledge and agree that:

(a) this Constitution forms a contract between each of them and the Association and that they are bound by this Constitution and the Rules.

(b) they shall comply with and observe this Constitution and the Rules and any determination, resolution or policy which may be made or passed by the Board or other entity with delegated authority;

(c) the Constitution and Rules are necessary and reasonable for promoting the Objectives and particularly the advancement and protection of the LGBTQIASB+ community in the Local Area; and

(d) they are entitled to all benefits, advantages, privileges and services of Association membership.

7.2 A right, privilege or obligation that a Member has by reason of being a Member of the Association is not capable of being transferred or transmitted to another organisation or natural person.

7.3 A Member who ceases to be a Member, for whatever reason, shall forfeit all rights in and claims upon the Association and its property and shall not use any property of the Association including Intellectual Property. Any Association documents, records or other property in the possession, custody or control of that Member shall be returned to the Association immediately.

8 Cessation of Membership

8.1 A Member who has paid all arrears of fees payable to the Association may resign or withdraw from membership of the Association by giving notice in writing to the Association. Once the Association receives a notice of resignation of membership given under clause 7.1, it must make an entry in the Register that records the date on which the Member ceased to be a Member.

8.2 Membership of the Association may be discontinued by the Board upon breach of any clause of this Constitution or the Rules and the policies contained in the annexures thereto, including, but not limited to, the failure to pay any monies owed to the Association, failure to comply with the Rules or any resolutions or determinations made or passed by the Board or any duly authorised sub-committee.

(a) Membership shall not be discontinued by the Board under clause 8.2 without the Board first giving the accused Member the opportunity to explain and/or remedy the breach. When determining appropriate action, the Board shall have regard to Section 9 Discipline.

(b) Where a Member fails, in the Board's view to adequately explain the breach, that Member's membership shall be discontinued under clause 8.2 by the Association giving written notice to the Member of the cessation of their membership. The Register shall be amended to reflect any discontinuance of membership under this clause 8.2 as soon as practicable.

8.3 A Member whose membership has been discontinued under clauses 8.1 and 8.2:

(a) may seek renewal or re-apply for membership in accordance with this Constitution; and

(b) may be re-admitted at the discretion of the Board.

8.4 Membership fees or subscriptions paid by the discontinued Member may be refunded on a pro-rata basis to the Member upon discontinuance, at the discretion of the Board.

9 Discipline

9.1 The Board may commence or cause to be commenced disciplinary proceedings against a Member who has allegedly:

(a) breached, failed, refused or neglected to comply with a provision of this Constitution, the Rules or any resolution or determination of the Board or any duly authorised sub-committee

(b) acted in a manner unbecoming of a Member, or prejudicial to the purposes and interests of the Association; or

(c) brought the Association, any other Member or the LGBTQIASB+ community into disrepute.

9.2 That Member shall be given the opportunity to explain and/or remedy the alleged breach. The Member will be subject to and will submit unreservedly to the jurisdiction, procedures, penalties and the appeal mechanisms of the Association set out in the Rules.

(a) The Board may appoint a judiciary committee to deal with any disciplinary matter referred to it. Such a judiciary committee shall operate in accordance with the procedures expressed in the Rules but is subject always to the Act.

9.3 A Member subject to Disciplinary procedures under clauses 9.1 and 9.2 may appeal to the Board by lodging a notice in writing within 14 days after notice of the resolution is served on the Member

Part Three – The Board

10 Powers of the Board

10.1 The Board of the Association, subject to the Act, the Regulation and these rules and to any resolution passed by the Association in general meeting:

(a) is to control and manage the affairs of the Association;

(b) is to set the fee for Membership from time to time;

(c) may exercise all such functions as may be exercised by the Association, other than those functions that are required by these rules to be exercised by a General Meeting of members of the Association; and

(d) has power to perform all such acts and do all such things as appear to the Board to be necessary or desirable for the proper management of the affairs of the Association.

10.2 The Board shall appoint from time to time a Delegate to the position of Public Officer, subject to the consent of the Delegate to the appointment.

10.3 The Association may effect and maintain insurance.

10.4 The Association may become a member of, or affiliated with, any other organisation consistent with the pursuit and furtherance of the objectives outlined in Section 2.

11 Board Constitution and Membership

11.1 Subject in the case of the first members of the Board to section 21 of the Act, the Board is to consist of office-bearers of the Association, each of whom is to be elected at the annual General Meeting of the Association under Section 12.

11.2 On incorporation the Board is to consist of the following office-bearers of the Association:

(a) Chair

(b) Deputy Chair

(c) Treasurer

(d) Secretary

(e) Communications Officer

(f) Events Officer

(g) Stakeholder Engagement and Fundraising Officer

(h) General Board Member

11.3 Each member of the Board is, subject to these rules, to hold office until the conclusion of the annual General Meeting following the date of their election, but is eligible for re-election.

11.4 The roles and responsibilities of the office-bearers of the Association will be outlined in the annexures to this Constitution and can be altered by the Board from time to time.

12 Election of members to the Board

12.1 Nominations for Board Member positions shall be called for twenty-eight (28) days prior to the annual General Meeting. When calling for nominations, details of the necessary qualifications and job descriptions for the positions shall also be provided. Qualifications and job descriptions shall be determined by the Board from time to time.

12.2 Nominees for Board Member positions must be a Financial Member of the Association.

12.3 Nominees for Board Member positions must declare any position they hold which may result in a conflict of interest.

12.4 Nominations must be:

(a) made in writing on the prescribed form, certified by the Nominee and signed by two (2) Financial Members of the Association

(b) delivered to the Secretary of the Association at least 2 days before the date fixed for the holding of the annual General Meeting at which the election is to take place.

In the event no nominations are received for any particular Board position in accordance with this clause 12.4, oral nominations (to be seconded by a Financial Member) will be accepted at the annual General Meeting.

12.5 If there are sufficient nominations for each Board position and the persons nominated are approved by the majority of Financial Members, the nominee is taken to be elected.

12.6 If there are multiple nominations for the same Board position, voting shall be conducted in such a manner and by such a method as determined by the Board from time to time.

12.7 If there are insufficient nominations received, or a nominee is not approved by the majority of Members, the Board position(s) will be deemed casual vacancies.

13 Casual Vacancies

13.1 In addition to insufficient nominations for the Board, a casual vacancy on the Board occurs if an existing Board Member:

(a) dies;

(b) ceases to be a Financial Member;

(c) becomes an insolvent under administration within the meaning of the *Corporations Act 2001* of the Commonwealth;

(d) resigns office by notice in writing given to the Secretary;

(e) is removed from office under clause 13.3;

(f) becomes a mentally incapacitated person; or

(g) is absent without the consent of the Board from all meetings of the Board held during a period of 4 months.

13.2 Any casual vacancy occurring in the position of Board Member may be filled by the remaining Board Members from among appropriately qualified Financial Members. Any casual vacancy may only be filled for the remainder of the Board Member's term under this Constitution.

13.3 The Association may remove any member of the Board from their position before the expiration of the Board Member's term of office by resolution at a General Meeting, if the Board Member has acted in a manner unbecoming or prejudicial of the Objective and interests of the Association, has brought the Association into disrepute, or has failed to complete the tasks or carry out the responsibilities associated with their portfolio.

14 Meetings of the Board

14.1 The Board shall meet as often as is deemed necessary in every calendar year for the dispatch of business (and shall be at least as often as is required under the Act). Subject to this Constitution, it may adjourn and otherwise regulate its meetings as it thinks fit. A Board Member may at any time convene a meeting of the Board within reasonable time.

14.2 Written notice of a meeting of the Board must be given by the Secretary to each member of the Board at least one (1) week (or such other period as may be unanimously agreed on by the members of the Board) before the time appointed for the holding of the meeting.

14.3 Notice of a meeting given under rule 14.2 must specify the general nature of the business to be transacted at the meeting and no business other than that business is to be transacted at the meeting, except business which the Board members present at the meeting unanimously agree to treat as urgent business.

14.4 Any five (5) members of the Board, including at least two (2) Executive Board Members, constitute a quorum for the transaction of the business of a meeting of the Board. Attendance at a meeting of the Board of the Association may be in person or by such other method of communication as the Board may approve from time to time.

14.5 No business is to be transacted by the Board unless a quorum is present and if, within half an hour of the time appointed for the meeting, a quorum is not present, the meeting is to stand adjourned to a time and place agreed by the members of the Board.

14.6 At a meeting of the Board:

(a) the Chair or, in the Chair's absence, the Deputy Chair is to preside; or

(b) if the Chair and the Deputy Chair are absent or unwilling to act, such one of the remaining members of the Board as may be chosen by the members present at the meeting is to preside.

14.7 In the event of a casual vacancy or vacancies on the Board, the remaining Board Members may act. However, if the number of remaining Board Members is not sufficient to constitute a quorum at a meeting of the Board, they may act only for the purpose of increasing the number of Board Members to a number sufficient to constitute a quorum.

15 Decisions of the Board

15.1 Subject to this Constitution, questions arising at any meeting of the Board shall be decided by a majority of votes and a determination of a majority of Board Members shall for all purposes be deemed a determination of the Board. All Board Members shall have one vote on any question. Where voting is equal, the person presiding may exercise a casting vote. If the person presiding does not exercise a casting vote, the motion will be lost.

15.2 A resolution in writing that has been signed or assented to by some form of visible or other electronic communication by a majority of the Board Members for the time being present in Australia shall be as valid

and effectual as if it had been passed at a meeting of Board Members duly convened and held. Any such resolution may consist of several documents in like form each signed by one or more of the Board Members.

15.3 A Board Member shall declare their interest in any contractual, selection, disciplinary, or financial matter in which a conflict of interest arises or may arise. They shall, unless otherwise determined by the Board, absent from discussions of such matters and shall not be entitled to vote in respect of such matters. If the Board Member casts a vote, the vote shall not be counted. In the event of any uncertainty as to whether it is necessary for a Board Member to absent from discussions and refrain from voting, the issue should be immediately determined by vote of the Board. If this is not possible, the matter shall be adjourned or deferred.

15.4 Minutes of proceedings at a meeting must be signed by the chairperson of the meeting or by the Treasurer.

16 Disclosures

16.1 A Board Member shall make a general disclosure where they are a member of any specified firm or company and they are 'interested' in all transactions with that firm or company. The Board Member shall declare their interest at the meeting of the Board at which the relevant matter is first taken into consideration, if the interest then exists. In any other case, the interest should be revealed to the Board at the next meeting of the Board. If a Board Member becomes interested in a matter after it is made or entered into, the declaration of the interest must be made at the first meeting of the Board held after the Board Member becomes interested.

16.2 Any declaration made, any disclosure or any general notice given by a Board Member in accordance with clause 16.1 must be recorded in the minutes of the relevant meeting and disclosed to each annual General Meeting in accordance with the Act.

17 Delegation of Powers

17.1 The Board may, by instrument in writing, create, establish or appoint special committees, individual officers and consultants to carry out specific duties and functions

17.2 The Board may, by instrument in writing, delegate to one or more Sub-Committees (consisting of such Financial Members as the Board thinks fit) the exercise of such of the functions of the Board as are specified in the instrument, other than:

(a) this power of delegation; and

(b) a function which is a duty imposed on the Board by the Act or by any other law.

17.3 A function, the exercise of which has been delegated under this Section 17, may while the delegation remains unrevoked be exercised from time to time in accordance with the terms of the delegation.

17.4 A delegation under this clause may be made subject to certain conditions or limitations regarding the exercise of any function. These may be specified in the delegation.

17.5 Despite any delegation under this rule, the Board may continue to exercise any function delegated.

17.6 Any act or thing done by a Sub-Committee acting in the exercise of a delegation under this Section 16 has the same force and effect as it would have if it had been done by the Board.

17.7 A Sub-Committee may meet and adjourn, as it thinks proper.

17.8 At any time the Board may, by instrument in writing, revoke wholly or in part any delegation made under this Section 17. It may amend or repeal any decision made by a body or person under this clause.

Part Four – General Meetings

18 Notice of General Meetings

18.1 Notice of every General Meeting shall be given to every Member entitled to receive notice. Notices shall be sent to the contact details appearing in the Association's Register. The Board Members shall also be entitled to receive notice of every General Meeting. No other person shall be entitled, as of right, to receive notices of General Meetings.

18.2 A notice of a General Meeting shall specify the place, day and hour of the meeting and shall state the business to be transacted at the meeting.

18.3 At least twenty-eight (28) days' notice of a General Meeting shall be given to those Members entitled to receive notice, together with:

- (a) the agenda for the meeting; and
- (b) any notice of motion received from Financial Members entitled to vote.

18.4 Financial Members may submit notices of motion for inclusion as special business at a General Meeting. All notices of motion must be submitted in writing to the Association no less than fourteen (14) days prior to the General Meeting.

19 Annual General Meeting

19.1 The Association's annual General Meeting shall be held in accordance with the Act and this Constitution.

19.2 With the exception of the first annual General Meeting of the Association, the Association must, at least once in each calendar year and within the period of 6 months after the expiration of each financial year of the Association, convene an annual General Meeting of its Members.

19.3 The annual General Meeting of the Association is, subject to the Act and to section 18, to be convened on such date and at such place and time as the Board thinks fit.

19.4 In addition to any other business which may be transacted at an annual General Meeting, the business of an annual General Meeting is to include the following:

- (a) to confirm the minutes of the preceding annual General Meeting and of any special General Meeting held since that meeting;
- (b) to receive from the Board reports on the activities of the Association during the preceding financial year;
- (c) to elect Board Members of the Association; and
- (d) to receive and consider the statement which is required to be submitted to Members under section 26(6) of the Act.

19.5 An annual General Meeting must be specified as such in the notice convening it.

19.6 Notice of every General Meeting shall be given in the manner authorised in Section 18.

19.7 All General Meetings other than the annual General Meeting shall be special General Meetings and shall be held in accordance with this Constitution

20 Special General Meetings

20.1 The Board may, whenever it thinks fit, convene a special General Meeting. When, but for this clause, more than fifteen months elapses between annual General Meetings, the Board shall convene a special General Meeting before the expiration of that period.

20.2 The Secretary will convene a special General Meeting when ten per cent (10%) of Financial Members (no less) submit a requisition in writing.

(a) The requisition for a special General Meeting shall state the object(s) of the meeting, be signed by the Financial Members making the requisition and be sent to the Association. The requisition may consist of several documents in a like form, each signed by one or more of the Financial Members making the requisition.

(b) If the Board does not cause a special General Meeting to be held within one month after the date in which the requisition is sent to the Association, the Financial Members making the requisition, or any of them, may convene a special General Meeting to be held no later than three months after that date.

(c) A special General Meeting convened by Financial Members under this Constitution shall be convened in the same manner, or as close as possible, as those convened by the Board.

21 Proceedings at General Meetings

21.1 No business shall be transacted at any General Meeting unless a quorum is present at the time when the meeting proceeds to business. A quorum for General Meetings of the Association shall be five per cent (5%) of Financial Members.

(a) If within half an hour from the time appointed for the meeting a quorum is not present, the meeting shall be adjourned until a date, time or place determined by the Chair, subject to this constitution. If at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting, the meeting will lapse.

21.2 The Chair of the Board shall, subject to this Constitution, preside as chairperson at every General Meeting except where a conflict of interest exists. If the Chair of the Board is not present, or is unwilling or unable to preside, the Board Members present shall appoint another Board Member to preside as chairperson for that meeting only.

21.3 The chairperson may, with the consent of any meeting at which a quorum is present, and shall, if so directed by the meeting, adjourn the meeting from time to time and from place to place. No business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.

(a) When a meeting is adjourned for thirty days or more, notice of the adjourned meeting shall be given as in the case of an original meeting.

(b) Except as provided in clause 21.3(a) it shall not be necessary to give any notice of an adjournment or the business to be transacted at any adjourned meeting.

21.4 At any meeting a resolution put to the vote of the meeting shall be decided on a show of hands unless a poll is (before or on the declaration of the result of the show of hands) demanded by:

(a) the chairperson; or

(b) a simple majority of the Financial Members

21.5 Unless a poll is demanded under clause 21.4, the chairperson's declaration shall be conclusive evidence of the result of a resolution decided by a show of hands. The declaration does not need to record the number of votes in favour of or against the resolution; the result of the resolution must be recorded in the Association's book of proceedings.

21.6 If a poll is duly demanded under clause 21.4 it shall be taken in such a manner and either at once or after an interval or adjournment or otherwise as the chairperson directs. The result of the poll shall be the resolution of the meeting.

21.7 Each Financial Member shall be entitled to one vote at General Meetings. Where voting at General Meetings is equal, the chairperson may exercise a casting vote. If the chairperson does not exercise a casting vote the motion will be lost.

21.8 Each Financial Member is to be entitled to appoint another Financial Member as proxy by notice, which must be in the possession of the proxy at the meeting. The notice appointing the proxy is to be in the form set out as an appendix to these rules.

21.9 No motion shall be determined by a postal ballot unless determined by the Board. If the Board so determines, the postal ballot shall be conducted under the procedures set by the Board from time to time.

Part Five – Miscellaneous

22 Funds

22.1 Income and property of the Association shall be derived from such sources as the Board determines from time to time, including but not limited to annual membership fees, sponsorship, entry fees, grants and donations.

22.2 Subject to any resolution passed by the Association in general meeting, the funds of the Association are to be used in pursuance of the objects of the Association in such manner as the Board determines.

22.3 All money received by the Association must be deposited as soon as practicable and without deduction to the credit of the Association's bank account.

22.4 The Association must, as soon as practicable after receiving any money, issue an appropriate receipt.

22.5 The assets and income of the Association shall be applied solely in furtherance of its above-mentioned objectives and no portion shall be distributed directly or indirectly to the members of the Association except as bona fide compensation for services rendered or expenses incurred on behalf of the Association.

22.6 Except as prescribed in this Constitution or the Act:

(a) no portion of the income or property of the Association shall be paid or transferred, directly or indirectly, by way of dividend, bonus or otherwise to any Member

(b) no remuneration or other benefit in money or money's worth shall be paid or given by the Association to any Member who holds any office of the Association

22.7 All cheques, drafts, bills of exchange, promissory notes and other negotiable instruments must be signed by any two (2) of the Chair, Deputy Chair, or Treasurer, or employees of the Association authorised to do so by the Board.

23 Audit

23.1 In the event the Association's gross annual receipts qualify it as a Tier 1 association under the Act and associated regulations:

(a) a properly qualified auditor or auditors shall be appointed by the Association in a general meeting. The auditor's duties shall be regulated in accordance with the Act. If no relevant provisions exist under the Act the duties shall be regulated in accordance with the Corporations Act 2001 (Cth) and generally accepted principles and/or any applicable code of conduct. The auditor may be removed by the Association in a General Meeting.

(b) the accounts of the Association shall be examined and the correctness of the profit and loss accounts and balance sheets ascertained by an auditor or auditors at the conclusion of each financial year.

24 Records and Accounts

24.1 The Associations shall establish and maintain proper records and minutes concerning all of its transactions, business, meetings and dealings (including those of the Association and the Board). It shall produce these as appropriate at each Board or General Meeting.

24.2 Proper accounting and other records shall be kept in accordance with the Act. The books of account shall be kept in the care and control of the Treasurer. The records, books and other documents of the Association must be open to inspection, free of charge, by a Financial Member of the Association at any reasonable hour.

24.3 The Board shall submit the Association's statements of account to the Members at the annual General Meeting in accordance with this Constitution and the Act.

24.4 The statements of account, when approved or adopted by an annual General Meeting, shall be conclusive except when errors have been discovered within three months after such approval or adoption.

24.5 The Secretary shall cause to be sent to all persons entitled to receive notice of annual General Meetings in accordance with this Constitution, a copy of the statements of account, the Board's report and every other document required under the Act (if any).

25 Alteration of Constitution

25.1 The statement of objectives and these rules may be altered, rescinded or added to only by a special resolution of the Association.

26 Rules

26.1 The Board may formulate, issue, adopt, interpret and amend Rules for the proper advancement, management and administration of the Association, the advancement of the purposes of the Association and the LGBTQIASB+ community in the Local Area. Such Rules must be consistent with the Constitution and any policy directives of the Board.

26.2 All Rules are binding on the Associations and all Members.

26.3 All clauses, rules, by-laws and regulations of the Association in force at the date of the approval of this Constitution (as long as such clauses, rules, by-laws and regulations are not inconsistent with or have been replaced by, this Constitution) shall be deemed to be Rules and shall continue to apply.

26.4 Amendments, alterations, interpretations or other changes to Rules shall be advised to Members by means of bulletins approved by the Board and prepared and issued by the Association. The Association shall take reasonable steps to distribute information in the bulletins to Members. The matters in the bulletins are binding on all Members.

27 Indemnity

27.1 Every Board Member and employee of the Association will be indemnified out of the property and assets of the Association against any liability incurred by them in their capacity as Board Member or employee in defending any proceedings, civil or criminal, in which judgement is given in their favour or in which they are acquitted or connected with any application in relation to any such proceedings in which relief is granted by the Court.

27.2 The Association shall indemnify its Board Members and employees against all damages and losses (including legal costs) for which any such Board Member or employee may be or become liable to any third party in consequence of any act or omission, except wilful misconduct:

(a) in the case of a Board Member, performed or made while acting on behalf of and with the authority, express or implied, of the Association; or

(b) in the case of an employee, performed or made in the course of, and within the scope of, their employment by the Association.

28 Dissolution of Association

28.1 Subject to this Constitution the Association may be dissolved in accordance with the Act.

28.2 The liability of the Members of the Association is limited.

28.3 Every Financial Member undertakes to contribute to the assets of the Association in the event of it being dissolved while a Financial Member, or within one year after ceasing to be a Financial Member, for payment of the debts and liabilities of the Association contracted before the time at which they ceased to be a Financial Member and towards the costs, charges and expenses of dissolving the Association, such an amount not exceeding one dollar (\$1.00).

28.4 In the event of the Association being dissolved, the amount that remains after such dissolution and the satisfaction of all debts and liabilities shall be transferred to any Association with similar purposes which is not carried on for the profit or gain of its individual members.