

RULES

1. NAME

The name of the incorporated association shall be the BEENLEIGH DISTRICT COMMUNITY DEVELOPMENT ASSOCIATION INCORPORATED. (In these Rules called "the Association".)

2. OBJECTS

The objects of the Association are:

- (1) To provide supported accommodation and case management to families in Beenleigh and surrounding districts;
- (2) To increase the opportunities for tenants to develop living skills and interpersonal relationships that will enable them to find and to maintain an independent living scenario appropriate to their needs;
- (3) To implement a case management model, including development of a support plan with each client which reflects individual needs/goals;
- (4) To provide crisis counselling, information, referrals and other support for families and individuals, including collaboration with government departments and community-based agencies in the provision of emergency relief, physical and mental health strategies and life-skills education;
- (5) To facilitate and provide practical support for community development initiatives in Beenleigh and surrounding districts - including social and action groups, interagencies and networks, planning for major events, advocacy and lobbying - particularly targeting people suffering from sickness, poverty, distress, social isolation and other forms of social or economic disadvantage;
- (6) To participate in community needs identification, analysis and strategic planning within Beenleigh and surrounding districts and in the subsequent establishment and maintenance of appropriate response strategies and networks;
- (7) To enhance the efficiency and accountability of the Service through development, adoption, implementation and review of appropriate Service-specific administrative and financial policies, procedures and protocols.

3. POWERS

The powers of the Association are:

- (1) To take over the funds and other assets and the liabilities of the present incorporated association known as the ALBERT AND LOGAN COMMUNITY CARE INCORPORATED and the present incorporated association known as the BEENLEIGH NEIGHBOURHOOD CENTRE INCORPORATED;
- (2) To subscribe to, become a member of and cooperate with any other association, club or organisation, whether incorporated or not, whose objects are altogether or in part similar to those of the Association provided that the Association shall not subscribe to or support with its funds any club, association or organisation which does not prohibit the distribution of its income and property among its members to an extent at least as great as that imposed on the Association under or by virtue of Rule 28(10);
- (3) In furtherance of the objects of the Association, to buy, sell and deal in all kinds of articles, commodities and provision, both liquid and solid, for the

- members of the Association or persons frequenting the Association's premises;
- (4) To purchase, take on lease or in exchange, hire and otherwise acquire any lands, buildings, easements or property, real and personal, and any rights or privileges which may be requisite for the purpose of, or capable of being conveniently used in connection with, any of the objects of the Association: Provided that in case the Association shall take or hold any property which may be subject to any trusts the Association shall only deal with the same in such manner as is allowed by law having regard to such trusts;
 - (5) To enter into any arrangements with any Government or Authority that are incidental or conducive to the attainment of the objects and the exercise of the powers of the Association; to obtain from any such Government or Authority any rights, privileges and concessions which the Association may think it desirable to obtain; and to carry out, exercise and comply with any arrangements, rights, privileges and concessions;
 - (6) To appoint, employ, remove or suspend such managers, clerks, secretaries, servants, workmen and other persons as may be necessary for the purposes of the Association;
 - (7) To remunerate any person or body corporate for services rendered, or to be rendered, and whether by way of brokerage or otherwise in placing or assisting to place or guaranteeing the placing of any unsecured notes, debentures or other securities of the incorporated Association or promotion of the incorporated Association or in the furtherance of its objects;
 - (8) To construct, improve, maintain, develop, work, manage, carry out, alter or control any houses, buildings, grounds, works or conveniences which may seem calculated directly or indirectly to advance the Association's interests, and to contribute to, subsidise or otherwise assist and take part in the construction, improvement, maintenance, development, working, management, carrying out, alteration or control thereof;
 - (9) To invest and deal with the money of the Association not immediately required in such manner as may from time to time be thought fit, subject where applicable to Regulation 32(14) of the *Collections Regulation 1975*;
 - (10) To take, or otherwise acquire, and hold shares, debentures or other securities of any company or body corporate;
 - (11) In furtherance of the objects of the Association, to lend and advance money or give credit to any person or body corporate; to guarantee and give guarantees or indemnities for the payment or the performance of contracts or obligations by any person or body corporate, and otherwise to assist any person or body corporate;
 - (12) To borrow or raise money either alone or jointly with any other person or legal entity in such manner as may be thought proper and whether upon fluctuating advance account or overdraft or otherwise to represent or secure any monies and further advances borrowed or to be borrowed alone or with others as aforesaid by notes secured or unsecured, debentures or debenture stock perpetual or otherwise, or by mortgage, charge, lien or other security, upon the whole or any part of the incorporated Association's property or assets present or future and to purchase, redeem or pay-off any such securities;
 - (13) To draw, make, accept, endorse, discount, execute and issue promissory notes, bills of exchange, bills of lading and other negotiable or transferable instruments;

- (14) In furtherance of the objects of the Association, to sell, improve, manage, develop, exchange, lease, dispose of, turn to account or otherwise deal with all or any part of the property and rights of the Association;
- (15) To take or hold mortgages, liens or charges, to secure payment of the purchase price, or any unpaid balance of the purchase price, of any part of the Association's property of whatsoever kind sold by the Association, or any money due to the Association from purchasers and others;
- (16) To take any gift of property whether subject to any special trust or not, for any one or more of the objects of the Association but always subject to the proviso in sub-rule (4);
- (17) To take such steps by personal or written appeals, public meetings or otherwise, as may from time to time be deemed expedient for the purpose of procuring contributions to the funds of the Association, in the shape of donations, annual subscriptions or otherwise;
- (18) To print and publish any newspapers, periodicals, books or leaflets that the Association may think desirable for the promotions of its objects;
- (19) In furtherance of the objects of the Association, to amalgamate with any one or more incorporated associations having objects altogether or in part similar to these of the Association and which shall prohibit the distribution of its or their income and property among its or their members to an extent at least as great as that imposed upon the Association under or by virtue of Rule 28(10);
- (20) In furtherance of the objects of the Association, to purchase or otherwise acquire and undertake all or any part of the property, assets, liabilities and engagements of any one or more of the incorporated associations with which the Association is authorised to amalgamate;
- (21) In furtherance of the objects of the Association, to transfer all or any part of the property, assets, liabilities and engagements of the Association to any one or more of the incorporated associations with which the Association is authorised to amalgamate;
- (22) To make donations for patriotic, charitable or community purposes;
- (23) To transact any lawful business in aid of the Commonwealth of Australia in the prosecution of any war in which the Commonwealth of Australia is engaged;
- (24) To do such other things as are incidental or conducive to the attainment of the objects and the exercise of the powers of the Association.

4. CLASSES OF MEMBERS

- (1) The membership of the Association shall consist of ordinary and organisational members. The number of members in each class shall be unlimited.
- (2) All persons residing in the State of Queensland shall be entitled to be ordinary members.
- (3) Organisational membership shall be granted to any group of persons who in the opinion of the Management Committee have interest in and support the objects of the Association.
 - (a) Organisational members shall be entitled to all the privileges pertaining to an ordinary member of the Association.

- (b) Organisational members will be allowed one (1) vote at any General Meeting of the Association. This vote shall be cast by an appointed representative of the organisational member.
- (c) Where an organisational member wishes to appoint its representative to vote for or against a resolution, the instrument appointing that representative shall be in the following form or as near thereto as circumstances permit:

We, _____ (insert name and address the association/company/club)
hereby appoint _____ (full name of representative)
of _____ (address of representative)
as the representative in all respects of the association/company/club*
at the next Annual/Special* General Meeting
of Beenleigh District Community Development Association Inc
to be held on the _____ day of _____, 20____
The COMMON SEAL OF
_____ (name of company) }
was hereunto affixed in the presence of }
_____ (name of witness) **and** }
_____ (name of witness) }
who certify that they are duly authorised }
agents of all members, in the presence of }
_____ (name of representative) }
(*Delete whichever is inapplicable.)

- (d) The instrument appointing a representative of an organisational member shall be deposited with the Secretary two (2) working days prior to the commencement of any meeting or adjourned meeting at which the person named in the instrument proposes to vote.

5. MEMBERSHIP

- (1) Every person who at the date of amalgamation of the Association was a member of either of the incorporated associations referred to in Rule 3(1) and who on or before the date of amalgamation agrees in writing to become a member of the Association shall be admitted by the Management Committee to membership of the Association.
- (2) Every applicant for ordinary membership of the Association (other than the members of either of the incorporated associations referred to in sub-rule (1)) shall be proposed by one member of the Association and seconded by another member. The application for membership shall remain in writing, signed by the applicant and his proposer and seconder and shall be in such form as the Management Committee from time to time shall prescribe.

6. MEMBERSHIP FEES

- (1) The membership fees for each class of membership shall be such sum as the members shall from time to time, at any General Meeting, so determine.
- (2) The membership fees for each class of membership shall be payable at such time, and in such manner, as the Management Committee shall from time to time determine.

7. ADMISSION AND REJECTION OF MEMBERS

- (1) At the next meeting of the Management Committee after the receipt of any application, such application shall be considered by the Management Committee, who shall thereupon determine upon the admission or rejection of the applicant.

- (2) Any applicant who receives a majority of the votes of the members of the Management Committee present at the meeting at which such application is being considered shall be accepted as an ordinary member.
- (3) Upon the acceptance or rejection of any application for membership, the Secretary shall forthwith give the applicant notice in writing of such acceptance or rejection.

8. TERMINATION OF MEMBERSHIP

- (1) A member may resign from the Association at any time by giving notice in writing to the Secretary. Such resignation shall take effect at the time such notice is received by the Secretary unless a later date is specified in the notice when it shall take effect on that later date.
- (2) If a member -
 - (a) is convicted of an indictable offence; or
 - (b) fails to comply with any of the provisions of these Rules; or
 - (c) conducts himself in a manner considered to be injurious or prejudicial to the character or interests of the Association; or
 - (d) has membership fees in arrears of at least 2 months;the Management Committee shall consider whether his membership shall be terminated.
- (3) The member concerned shall be given a full and fair opportunity of presenting his case and if the Management Committee resolves to terminate his membership it shall instruct the Secretary to advise the member in writing accordingly.

9. APPEAL AGAINST REJECTION OR TERMINATION OF MEMBERSHIP

- (1) A person whose application for membership has been rejected or whose membership has been terminated may within one month of receiving written notification thereof, lodge with the Secretary written notice of his intention to appeal against the decision of the Management Committee.
- (2) Upon receipt of a notification of intention to appeal against rejection or termination of membership the Secretary shall convene, within three months of the date of receipt by him of such notice, a General Meeting to determine the appeal.

At any such meeting the applicant shall be given the opportunity to fully present his case and the Management Committee or those members thereof who rejected the application for membership or terminated the membership subsequently shall likewise have the opportunity of presenting its or their case. The appeal shall be determined by the vote of the members present at such meeting.

10. REGISTER OF MEMBERS

- (1) The Management Committee shall keep a Register of members of the Association.
- (2) The Register shall include the following particulars for each member:
 - (a) the full name of the member;
 - (b) the postal or residential address of the member;

- (c) the date of admission as a member;
 - (d) the date of death or time of resignation of the member;
 - (e) details about the termination or reinstatement of membership;
 - (f) any other particulars the Management Committee or the members at a General Meeting may decide.
- (3) The Register shall be open for inspection by members of the Association at all reasonable times.
 - (4) A member shall contact the Secretary to arrange an inspection of the Register.
 - (5) However, the Management Committee may, on the application of a member of the Association, withhold information about the member (other than the member's full name) from the Register available for inspection if the Management Committee has reasonable grounds for believing the disclosure of the information would put the member at risk of harm.

11. MEMBERSHIP OF MANAGEMENT COMMITTEE

- (1) The Management Committee of the Association shall consist of a President, Vice-President, Secretary, Treasurer, all of whom shall be members of the Association, and such number of other members as the members of the Association at any General Meeting may from time to time elect or appoint.
- (2) At the Annual General Meeting of the Association, all the members of the Management Committee for the time being shall retire from office, but shall be eligible upon nomination for re-election.
- (3) The election of officers and other members of the Management Committee shall take place in the following manner -
 - (a) Any two members of the Association shall be at liberty to nominate any other member to serve as an officer or other member of the Management Committee;
 - (b) The nomination, which shall be in writing and signed by the member and his proposer and seconder, shall be lodged with the Secretary at least fourteen days before the Annual General Meeting at which the election is to take place;
 - (c) A list of the candidates, in alphabetical order, with the proposers' and seconders' names, shall be posted in a conspicuous place in the office or usual place of meeting of the Association for at least seven days immediately preceding the Annual General Meeting;
 - (d) Balloting lists shall be prepared (if necessary) containing the names of the candidates in alphabetical order, and each member present at the Annual General Meeting shall be entitled to vote for any number of such candidates not exceeding the number of vacancies;
 - (e) Should, at the commencement of such meeting, there be an insufficient number of candidates nominated, nominations may be taken from the floor of the meeting.

12. RESIGNATION OR REMOVAL FROM OFFICE OF MEMBER OF MANAGEMENT COMMITTEE

Any member of the Management Committee may resign from membership of the Management Committee at any time by giving notice in writing to the Secretary

but such resignation shall take effect at the time such notice is received by the Secretary unless a later date is specified in the notice when it shall take effect on that later date or such member may be removed from office at a General Meeting of the Association where that member shall be given the opportunity to fully present his case. The question of removal shall be determined by the vote of the members present at such a General Meeting.

13. VACANCIES ON MANAGEMENT COMMITTEE

- (1) The Management Committee shall have power at any time to appoint any member of the Association to fill any casual vacancy on the Management Committee until the next Annual General Meeting.
- (2) The continuing members of the Management Committee may act notwithstanding any casual vacancy in the Management Committee, but if and so long as their number is reduced below the number fixed by or pursuant to these Rules as the necessary quorum of the Management Committee, the continuing member or members may act for the purpose of increasing the number of members of the Management Committee to that number or of summoning a General Meeting of the Association, but for no other purpose.

14. FUNCTIONS OF THE MANAGEMENT COMMITTEE

- (1) Except as otherwise provided by these Rules and subject to resolutions of the members of the Association carried at any General Meeting, the Management Committee -
 - (a) shall have the general control and management of the administration of the affairs, property and funds of the Association; and
 - (b) shall have authority to interpret the meaning of these Rules and any matter relating to the Association on which these rules are silent.
- (2) The Management Committee may exercise all the powers of the Association -
 - (a) to borrow or raise or secure the payment of money in such manner as the members of the Association may think fit and secure the same or the payment or performance of any debt, liability, contract, guarantee or other engagement incurred or to be entered into by the Association in any way and in particular by the issue of debentures, perpetual or otherwise, charged upon all or any of the Association's property, both present and future, and to purchase, redeem or pay off any such securities;
 - (b) to borrow amounts from members at a rate of interest not exceeding interest at the rate for the time being charged by bankers in Brisbane for overdrawn accounts on money lent, whether the term of the loan be short or long, and to mortgage or charge its property or any part thereof and to issue debentures and other securities, whether outright or as security for any debt, liability or obligation of the Association, and to provide and pay off any such securities; and
 - (c) to invest in such manner as the members of the Association may from time to time determine.

15. MEETINGS OF THE MANAGEMENT COMMITTEE

- (1) The Management Committee shall meet at least once every four months to exercise its functions.

- (2) A special meeting of the Management Committee shall be convened by the Secretary on the requisition in writing signed by not less than one-third of the members of the Management Committee, which requisition shall clearly state the reasons why such special meeting is being convened and the nature of the business to be transacted thereat.
- (3) At every meeting of the Management Committee, a simple majority of a number equal to the number of members elected and/or appointed to the Management Committee as at the close of the last General Meeting of the members shall constitute a quorum.
- (4) Subject as previously provided in this rule, the Management Committee may meet together and regulate its proceedings as it thinks fit: Providing that questions arising at any meeting of the Management Committee shall be decided by a majority of votes and, in the case of equality of votes, the question shall be deemed to be decided in the negative.
- (5) A member of the Management Committee shall not vote in respect of any contract or proposed contract with the Association in which he is interested, or any matter arising there out, and if he does so vote his vote shall not be counted.
- (6) Not less than fourteen days' notice shall be given by the Secretary to members of the Management Committee of any special meeting of the Management Committee. Such notice shall clearly state the nature of the business to be discussed thereat.
- (7) The President shall preside as Chairman at every meeting of the Management Committee, or if there is no President, or if at any meeting he is not present within ten minutes after the time appointed for holding the meeting, the Vice-President shall be Chairman or if the Vice-President is not present at the meeting then the members may choose one of their number to be Chairman of the meeting.
- (8) If within half an hour of the time appointed for the commencement of a Management Committee meeting a quorum is not present, the meeting, if convened upon the requisition of members of the Management Committee, shall lapse. In any other case it shall stand adjourned to the same day in the next week at the same time and place, or to such other day and at such other time and place as the Management Committee may determine, and if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting, the meeting shall lapse.

16. SUBCOMMITTEES

- (1) The Management Committee may delegate any of its powers to a subcommittee consisting of such members of the Association as the Management Committee thinks fit. Any subcommittee so formed shall, in the exercise of the powers so delegated, conform to any regulations that may be imposed on it by the Management Committee.
- (2) A subcommittee may elect a Chairman of its meetings. If no such Chairman is elected, or if at any meeting the Chairman is not present within ten minutes after the time appointed for holding the meeting, the members present may choose one of their number to be Chairman of the meeting.
- (3) A subcommittee may meet and adjourn as it thinks proper. Questions arising at any meeting shall be determined by a majority of votes of the members present and, in the case of an equality of votes, the question shall be deemed to be decided in the negative.

17. ACTS

All acts done by any meeting of the Management Committee or of a subcommittee or by any person acting as a member of the Management Committee shall, notwithstanding that it is afterwards discovered that there was some defect in the appointment of any such member of the Management Committee or person acting as aforesaid, or that the members of the Management Committee or any of them were disqualified, be as valid as if every such person had been duly appointed and was qualified to be a member of the Management Committee.

18. RESOLUTION IN WRITING

A Resolution in Writing signed by all the members of the Management Committee for the time being entitled to receive notice of a meeting of the Management Committee shall be as valid and effectual as if it had been passed at a meeting of the Management Committee duly convened and held. Any such resolution may consist of several documents in like form, each signed by one or more members of the Management Committee.

19. FIRST GENERAL MEETING

The first General Meeting shall be held at such time, not being less than one month or more than three months after the incorporation of the Association, and at such place as the Management Committee may determine.

20. ANNUAL GENERAL MEETING

- (1) The Annual General Meeting shall be held within six months of the financial year.
- (2) The business to be transacted at every Annual General Meeting shall be -
 - (a) the receiving of the Management Committee's report and the statement of income and expenditure, assets and liabilities and mortgages, charges and securities affecting the property of the Association for the preceding financial year;
 - (b) the receiving of the auditor's report upon the books and accounts for the preceding financial year;
 - (c) the election of members of the Management Committee; and
 - (d) the appointment of an auditor.

21. SPECIAL GENERAL MEETING

The Secretary shall convene a Special General Meeting -

- (1) when directed to do so by the Management Committee; or
- (2) on the requisition in writing signed by not less than one-third of the members presently on the Management Committee or not less than the number of ordinary members of the Association which equals double the number of members presently on the Management Committee plus one. Such requisition shall clearly state the reasons why such Special General Meeting is being convened and the nature of the business to be transacted thereat; or
- (3) on being given a notice in writing of an intention to appeal against the decision of the Management Committee to reject an application for membership or to terminate the membership of any person.

22. QUORUM

- (1) At any General Meeting, the number of members required to constitute a quorum shall be double the number of members presently on the Management Committee plus one.
- (2) No business shall be transacted at any General Meeting unless a quorum of members is present at the time when the meeting proceeds to business. For the purposes of this rule, "member" includes a person attending as a proxy or as representing a corporation which is a member.
- (3) If, within half an hour from the time appointed for the commencement of a General Meeting, a quorum is not present, the meeting, if convened upon the requisition of members of the Management Committee or the Association, shall lapse. In any other case, it shall stand adjourned to the same day in the next week at the same time and place, or to such other day and at such other time and place as the Management Committee may determine, and if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting, the members present shall be a quorum.
- (4) The Chairman 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, but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place. 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.
- (5) Save as aforesaid, it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.

23. MEETING NOTICE

- (1) The Secretary shall convene all General Meetings of the Association by giving not less than fourteen days notice of any such meeting to the members of the Association.
- (2) The manner by which such notice shall be given shall be determined by the Management Committee: Provided that notice of any meeting convened for the purpose of hearing and determining the appeal of a member against the rejection or termination of his membership by the Management Committee, shall be given in writing. Notice of a General Meeting shall clearly state the nature of the business to be discussed thereat.

24. GENERAL MEETING

Unless otherwise provided by these rules, at every General Meeting -

- (1) the President shall preside as Chairman, or if there is no President, or if he is not present within fifteen minutes after the time appointed for the holding of the meeting or is unwilling to act, the Vice-President shall be the Chairman or if the Vice-President is not present or is unwilling to act, then the members present shall elect one of their number to be Chairman of the meeting;
- (2) the Chairman shall maintain order and conduct the meeting in a proper and orderly manner;
- (3) every question, matter or resolution shall be decided by a majority of votes of the members present;

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(as amended at 12 September 2016)

- (4) every member present shall be entitled to one vote and, in the case of an equality of votes, the Chairman shall have a second or casting vote: Provided that no member shall be entitled to vote at any General Meeting if his annual subscription is more than one month in arrears at the date of the meeting;
- (5) voting shall be by show of hands or a division of members, unless not less than one-fifth of the members present demand a ballot, in which event there shall be a secret ballot. The Chairman shall appoint two members to conduct the secret ballot in such manner as he shall determine and the result of the ballot as declared by the Chairman shall be deemed to be the resolution of the meeting at which the ballot was demanded;
- (6) a member may vote in person or by proxy or by an attorney and on a show of hands every person present who is a member or a representative of a member shall have one vote and in a secret ballot every member present in person or by proxy or by attorney or other duly authorised representative shall have one vote;
- (7) the instrument appointing a proxy shall be in writing, in the common or usual form under the hand of the appointor or of the appointor's attorney duly authorised in writing or, if the appointor is a corporation, either under seal or under the hand of an officer or attorney duly authorised. A proxy may, but need not, be a member of the Association. The instrument appointing a proxy shall be deemed to confer authority to demand or join in demanding a secret ballot;
- (8) where it is desired to afford members an opportunity of voting for or against a resolution, the instrument appointing a proxy shall be in the following form or a form as near thereto as circumstances permit -

ASSOCIATION:

**I, _____, of _____,
being a member of the abovementioned Association,
hereby appoint _____ of _____, or, failing him,
_____ of _____
as my proxy to vote for me and on my behalf
at the (Annual/Special*) General Meeting of the Association,
to be held on the _____ day of _____, 20__
and at any adjournment thereof.
Signed this _____ day of _____, 20__**

(Signature.)

**This form is to be used * in favour of the resolution.
* against**

**Strike out whichever is not desired.*

(Unless otherwise instructed, the proxy may vote as the proxy thinks fit.);

- (9) the instrument appointing a proxy shall be deposited with the Secretary prior to the commencement of any meeting or adjourned meeting at which the person named in the instrument proposes to vote; and
- (10) the Secretary shall cause full and accurate minutes of all questions, matters, resolutions and other proceedings of every Management Committee meeting and General Meeting to be entered in a book to be open for inspection at all reasonable times by any financial member who previously applies to the Secretary for that inspection. For the purposes of ensuring the accuracy of the recording of such minutes, the minutes of every Management Committee meeting shall be signed by the Chairman of that meeting or the Chairman of the next succeeding Management Committee meeting verifying their accuracy. Similarly, the minutes of every General Meeting shall be signed by the Chairman of that meeting or the Chairman of the next succeeding General Meeting: Provided that the minutes of any General Meeting shall be

signed by the Chairman of that meeting or the Chairman of the next succeeding General Meeting or Annual General Meeting.

25. BY-LAWS

The Management Committee may from time to time make, amend or repeal by-laws, not inconsistent with these Rules, for the internal management of the Association and any by-law may be set aside by a General Meeting of members.

26. ALTERATION OF RULES

Subject to the provisions of the *Associations Incorporation Act 1981*, these Rules may be amended, rescinded or added to from time to time by a special resolution carried at any General Meeting: Provided that no such amendment, rescission or addition shall be valid unless the same have been previously submitted to and approved by the Minister for Justice and Attorney-General, Brisbane.

27. COMMON SEAL

The Management Committee shall provide for a Common Seal and for its safe custody. The Common Seal shall only be used by the authority of the Management Committee and every instrument to which the seal is affixed shall be signed by a member of the Management Committee and shall be countersigned by the Secretary or by a second member of the Management Committee or by some other person appointed by the Management Committee for the purpose.

28. FUNDS AND ACCOUNTS

- (1)
 - (a) The funds of the Association shall be kept in an account in the name of the Association in such financial institution as the Management Committee may from time to time direct.
 - (b) The Association shall maintain a fund named the "Beenleigh District Community Development Association Incorporated Gift Fund" for the principal objects of the Association as outlined under these Rules. All gifts of money or property made for those purposes – and only such gifts – shall be made to this fund.
- (2) Records and accounts must be kept in the English language showing full and accurate particulars of the financial affairs of the Association.
- (3) All amounts shall be deposited in the financial institution account as soon as practicable after receipt.
- (4) A payment by the Association of \$100 or more shall be made by cheque or electronic funds transfer.
- (5) If a payment of \$100 or more is made by cheque, the cheque must be signed by any 2 of the following:
 - (a) the President;
 - (b) the Secretary;
 - (c) the Treasurer;
 - (d) any 1 of 3 other members of the Association who have been authorised by the Management Committee to sign cheques issued by the Association.

- (6) However, 1 of the persons who signs the cheque shall be the President, Secretary or Treasurer.
- (7) Cheques shall be crossed "not negotiable" except those in payment of wages, allowances or petty cash recouplements which may be open.
- (8) The Management Committee shall determine the amount of petty cash which shall be kept on the imprest system.
- (9) All expenditure shall be approved or ratified at a Management Committee meeting.
- (10) As soon as practicable after the end of each financial year, the Treasurer shall cause to be prepared a statement containing the particulars of -
 - a) the Income and expenditure for the financial year just ended; and
 - b) the assets and liabilities and of all mortgages, charges and securities affecting the property of the Association at the close of that year.
- (11) All such statements shall be examined by the auditor who shall present his report upon such audit to the Secretary prior to the holding of the Annual General Meeting next following the financial year in respect of which such audit was made.
- (12) The income and property of the Association whencesoever derived shall be used and applied solely in promotion of its objects and in the exercise of its powers as set out herein and no portion thereof shall be distributed, paid or transferred directly or indirectly by way of dividend, bonus or otherwise by way of profit to or amongst the members of the Association provided that nothing herein contained shall prevent the payment in good faith of interest to any such member in respect of monies advanced by him to the Association or otherwise owing by the Association to him or of remuneration to any officers or servants of the Association or to any member of the Association or other person in return for any services actually rendered to the Association provided further that nothing herein contained shall be construed so as to prevent the payment or repayment to any member of out of pocket expenses, money lent, reasonable and proper charges for goods hired by the Association or reasonable and proper rent for premises demised or let to the Association.

29. DOCUMENTS

The Management Committee shall provide for the safe custody of books, documents, instruments of title and securities of the Association.

30. FINANCIAL YEAR

The financial year of the Association shall close on June 30 each year.

31. DISTRIBUTION OF SURPLUS ASSETS ANOTHER ENTITY

- (1) If the fund named in Rule 28(1)(b) is wound up or if the endorsement of the Association as a deductible gift recipient is revoked, any surplus assets of the said fund remaining after the payment of liabilities attributable to it shall be transferred to a fund, authority or institution to which income tax deductible gifts can be made.
- (2) Notwithstanding the conditions imposed upon the Association under or by virtue of Rule 31(1), if the Association is wound-up in accordance with the provisions of *the Associations Incorporation Act 1981*, and there remains, after satisfaction of all its debts and liabilities any property whatsoever, the same shall not be paid to or distributed among the members of the Association, but shall be given or transferred to some other institution or institutions having objects

similar to the objects of the Association, and which shall prohibit the distribution of its or their income and property among its or their members to an extent at least as great as is imposed on the Association under or by virtue of Rule 28(10), such institution or institutions to be determined by the members of the Association.

- (3) In this clause 'Community Housing Asset', 'Corresponding Law', 'Housing Agency', 'Participating Jurisdiction' and 'Registered Provider' have the same meanings as in the *Housing Act 2003* (Qld).
- (4) Notwithstanding 31(1) and (2) above, each Community Housing Asset remaining after satisfaction of the Company's liabilities must be transferred as follows:
 - (a) each remaining Community Housing Asset of the Company in Queensland must be transferred under s 37H(2)(a) of the *Housing Act 2003* (Qld); and
 - (b) each remaining Community Housing Asset of the Company located in a Participating Jurisdiction must be transferred under the Corresponding Law of that Participating Jurisdiction to:
 - (i) the Housing Agency in the Participating Jurisdiction;
 - (ii) another Registered Provider in the Participating Jurisdiction; or
 - (iii) another entity as prescribed under the Corresponding Law.