

# Constitution of the Drop in Care Space Incorporated Association



## Part 1 - Preliminary

### 1. Name

The name of the incorporated association is Drop In Care Space Incorporated referred to herein as "the association".

### 2. Definitions

In this constitution the following terms are defined as:-

**'Peer Board'** means the committee of management of the association

**'Board Meeting'** means a meeting of committee members of the association convened in accordance with these rules

**'General meeting'** means a general meeting of members of the association convened in accordance with these rules

**Board Member'** means a member of the committee

**'Member'** means a member of the association

**'Month'** shall mean a calendar month

**'Special Resolution'** means a special resolution defined in the Act

**'the Act'** means the Associations Incorporation Act 1985

**'the Regulations'** means Associations Incorporation Regulations 2008

### 3. Purposes and Objectives

**3.1** *The purposes of the association are as follows:-*

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a) To provide an affirming and inclusive environment that encourages a sense of belonging, self-determination and autonomy and that assists in the well-being of queer, gender diverse, neurodivergent, disabled individuals as well as individuals who identify as someone with lived experience or living with mental illness.

## **3.2 The objectives of the association are:-**

a) Establish and maintain a community centre to provide a safe space, information, education, resources, lifestyle skills as well as community and recreational activities for individuals who identify a queer, gender diverse, neurodivergent, disabled individuals as well as individuals who identify as someone with lived experience or living with mental illness.

b) To provide an open environment for community members to meet and share experiences, to gain knowledge and skills, thus reducing social isolation.

c) To have 100% of the Peer Board made up of individuals with lived experience and encourage a high level of peer, lived experience and volunteer participation and involvement.

d) To work in partnership with organizations, services and community groups with a view of using collaborations and available Drop In Care Space Incorporated resources to provide further opportunities for services and support.

e) To provide activities, programs and events that reduce social isolation and increase well-being and a sense of community.

f) To raise, obtain or receive funds or other aid for the purpose of achieving the Purposes of the Association by means of membership, casual fees, donations and grants

## **4. Not for Profit**

The Property and income of the Association shall be applied solely towards the promotion of the purposes and objectives of the Association and no part of that property or income may be paid or

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otherwise distributed, directly or indirectly, to members, except in good faith or as salary to workers in the promotion of those objectives. The payment in good faith to the member as reasonable remuneration for any services provided to the Association, or for goods supplied to the Association, in the ordinary course of the business; or a payment may be made to a member out of the funds of the Association only if it is authorised under sub-rule as follows:-

*A payment to a member out of the funds of the Association is authorised if it is :-*

- a) The payment in good faith to the member as reasonable remuneration for any services provided to the Association, or for goods supplied to the Association, in the ordinary course of the business; or Drop In Care Space Inc,
- b) the payment of reasonable expenses properly incurred by the member on behalf of the Association.

## 5. Powers of the Association

The association shall have all the powers conferred by Section 25 of the Act.

## 6. Membership

**6.1 Membership types are defined as:-**

- a) Members: being individual persons who have a regular interest in the activities and community offerings of the Association and who are paying the regular membership fees.

**6.2 Application for membership:-**

Membership shall be open to individuals over the age of 18 who are interested in the mission and objectives of the association, who are approved for membership and pay the associated membership fees as determined by the Committee.

*An application by a person for membership of the Association:*

- a) Must be done through the available online application form;

**6.3 Membership fees**

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A member may pay the regular membership fee available monthly as determined by the board.

## **6.4** *Resignations of members*

A member may resign from membership of the association by cancelling their membership through the online payment platform.

## **6.5** *Register of members*

*A register of members must be kept and contain:*

- a) The name and address of each member
- b) The email address of each member
- c) The mobile phone number of each member
- d) The date on which each member was admitted to the association
- e) The date of termination of membership if applicable

## **6.6** *Expulsion of member*

a) Subject to giving a member an opportunity to be heard or to make a written submission, the board may resolve to expel a member upon a charge of misconduct detrimental to the interests of the association.

b) Particulars of the charge shall be communicated to the member at least two weeks before the meeting of the board at which the matter will be determined.

c) The determination of the board shall be communicated to the member, and in the event of an adverse determination the member shall cease to be a member immediately after the board has communicated its determination to the member,

d) It shall be open to a member to appeal the expulsion to the association at a general meeting. The intention to appeal shall be communicated to the secretary or public officer of the

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association within 14 days after the determination of the board has been communicated to the member.

e) In the event of an appeal under 6.6d above, the appellant's membership of the association shall not be terminated unless the determination of the board to expel the member is upheld by the members of the association in general meeting after the appellant has been heard by the members of the association, and in such event membership will be terminated within fourteen days after the meeting.

## **6.7** *General rights of members*

*A member of the association has the right:-*

- a) To receive notice of the annual general meeting
- b) To submit items of business for consideration at annual general meetings
- c) To vote and have a say in specific decisions as determined by the Peer Board
- d) To have access to the minutes of the general board meetings

## **6.8** *Responsibilities of Members*

*All members shall agree to and be bound by:-*

- a) The Constitution of the Association
- b) The Drop In Care Space Incorporated Community Guidelines
- c) The Membership Agreement

## **7. Peer Board**

### **7.1** *Powers and duties*

The affairs of the association shall be managed and controlled by a Peer Board in addition to any powers and authority conferred by these rules may exercise and carry out all powers and do all such

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things that are within the objects and aims of the association.

The Peer Board has the management and control of the funds and other property of the association.

The Peer Board has the authority to interpret the meaning of these rules and any other matter relating to the affairs of the association.

The Peer Board shall appoint a public officer.

## 7.2 Appointment

*The Peer Board is subject to the Act, the regulation and this Constitution.*

- a) The Peer Board will consist of the founder of the Association who will act as the director until otherwise stated, a Person of Colour Director and have no less than three and no more than eight board members.
- b) The Peer Board will be eighteen years or older and all have lived experience of mental illness and identify as either queer, gender diverse, disabled, neurodivergent or a person of colour.
- c) The first board of the association shall be appointed from the promoters of the association, or be comprised of such persons as hold office prior to incorporation. The first board shall hold office for two years.
- d) Members may hold office for two years and a retiring board member is eligible to stand for re-election without nomination.
- e) The board may appoint a person to fill a casual vacancy, and such a board member shall hold office until the next annual general meeting of the association and shall be eligible for election to the board without nomination.
- f) A member or volunteer of the association can stand for election if the nomination has been confirmed by two Peer Board members.

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- g) The position of Public Officer, as required by the Act, may be held concurrently with another position.
- h) Notice of all persons seeking election to the Board shall be given to all members of the association with the notice calling the meeting at which the election is to take place.

## **7.3 Proceedings of the Peer Board**

The Peer Board shall meet as often as may be required to conduct the business of the association and not less than six times each year.

The quorum for a meeting of the Peer Board shall be one half of the members of the Peer Board with a minimum of three members. The Director or two Peer Board members have the power to call a Peer Board Meeting.

Notice of meetings will be given at the previous Peer Board meeting or by fourteen days written notice distributed to all members or in an emergency by other forms of notice.

Vacancies unfilled or arising in the Peer Board may be filled by other members for the remainder of the term.

The Peer Board may function validly notwithstanding any vacancies provided its number is not reduced below the quorum.

The Peer Board may appoint sub-committees of Peer Board members and members for specific purposes who will meet as they see fit or directed by the Peer Board.

## **7.4 Disqualification of Board members**

*The office or position of a Board member shall become vacant if a Board member:-*

- a) Is disqualified from being a member if expelled as a member under these rules
- b) Is absent without apology for more than three meetings or absent from meetings for more than five meetings
- c) displays disqualifying behaviour or
- d) Chooses to resign in writing to the Director.

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## 8. Duties of Board Members

### 8.1 Director

The chairperson is the vision and voice of the association and is responsible for the overall mission, objectives, vision and coordination of the activities of the association. The Director's responsibility is to raise the awareness of the Board's direction and work with the public.

The Director duties are as follows;

- a) ensuring the association is run according to its rules, objectives, values and any other strategic plan that has been agreed to;
- b) consulting with the Board regarding the business to be conducted at each Board meeting and general meeting and ensuring it is aligned with our objectives and values;
- c) plan and develop programs, event proposals and initiatives in collaboration with the Peer Board.
- d) The director has the powers and duties relating to convening and presiding at board meetings and presiding at general meetings provided for in these rules.
- e) The director as well as the secretary will prepare the agenda for all meetings in collaboration with board members and give notice of meetings in accordance with the provisions of this constitutions and ensuring the records of the association are kept including the constitution and policies, register of minutes of meetings and of notices, a file of correspondence and a record of submissions.

### 8.2 Treasurer and Grant Coordinator

The Treasurer and Grant Coordinator, hereby called T&GC, duties are as follows;

- a) The T&GC will be responsible for the finances of the association.
- b) The T&GC will keep track of any monies received to be paid into an account in the name of the association.
- c) Payments must be in the form of petty cash or by Electronic Fund Transfer (EFT) authorised by



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the T&GC and one other member of the Peer Board. Large or unusual expenditures must first be authorised by a majority of the Peer Board.

- d) The T&GC must ensure records of all receipts and payments and other financial transactions including emailing invoices and must make the records available for inspection by any member at their request.
- e) The T&GC will ensure that financial budgets and statements are prepared and will submit a report on the finances at the necessary Peer Board meetings.
- f) The T&GC will research and apply for grants that match the mission and values of the Drop in Care Space.
- g) The T&GC will plan and coordinate fundraising activities and events in collaboration with the Board and Peer Volunteers.
- h) The T&GC will engage creatively and effectively with multiply divergent communities, local businesses, community organisations, and relevant services to encourage in-kind donations, sponsorships, memberships, and community partnerships.

## **8.3 POC Community Builder**

The POC Community Builder will focus on building community for people of colour as well as engaging with people of colour led organisations and services. This position will be held by a person of colour who also identifies as LGBTQIA+ and/or neurodivergent and/or disabled and/or a person with lived experience of mental health conditions.

The POC Community Builder's duties are as follows:

- a) The POC Community Builder will coordinate regular community events and activities that provide opportunities for people of colour to connect;
- b) The POC Community Builder will identify specific needs of the BIPOC community and plan and develop programs and events in collaboration with relevant board members;
- c) The POC Community Builder will foster relationships with other BIPOC community groups, organisations, small businesses and services;
- d) The POC Community Builder will support the development and implementation of a range of community and stakeholder engagement tools and techniques such as community consultations, events, workshops and surveys to engage with people of colour.

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## **8.4 Secretary**

*The duties of the secretary are as follows:*

- a) The secretary will record and distribute agenda and minutes;
- b) The secretary will schedule and prepare invitations for meeting;
- c) The secretary will maintain membership records;
- d) The secretary will maintain emails and alert appropriate board members of emails;

## **8.5 Community Builder**

The Community Builder will support the association by maintaining engagement and connection with the existing community, peer volunteers and members. The Community Builder's duties are as follows:

- a) The Community Builder will coordinate regular community events and activities that provide opportunities for the community and its members to connect.
- b) The Community Builder will foster relationships with other community groups, organisations, small businesses and services.
- c) The Community Builder will develop and facilitate activities that build social engagement and / or provide opportunities for personal and skill development in liaison with the Board and Peer Volunteers.
- d) The Community Builder will support the development and implementation of a range of community and stakeholder engagement tools and techniques such as community consultations, events, workshops and surveys.
- e) The Community Builder will build relationships with external service providers and report on opportunities for mutually beneficial partnerships that progress the Drop In Care Space towards its objectives.

## **8.6 Activities Coordinator**

The Activities Coordinator is responsible for designing, planning as well as either leading activities or coordinating volunteers to lead activities. The Activities Coordinator's duties are as follows:

- a) The Activities Coordinator will develop and facilitate activities that build social engagement,

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creativity and/or provide opportunities for personal and skill development.

- b) The Activities Coordinator will collaborate with the Director, POC Director and Community Builder in developing appropriate programs and objectives in relation to activities.
- c) The Activities Coordinator will be the first point of contact for Peer Volunteer's who would like to facilitate an activity. From time to time, this support may include upskilling the Peer Volunteers in activity facilitation.

## 8.7 Peer Advocate

The Peer Advocate is responsible for the coordination between the board and the volunteers and the responsibilities of the Peer Advocate are as follows:

- a) The Peer Advocate will provide updates regarding Peer Volunteers matters to the board;
- b) The Peer Advocate will communicate relevant board information and updates to the Peer Volunteers;
- c) The Peer Advocate will inform the volunteers any requirements of the organisation when it comes to special events;
- d) The Peer Advocate will hold a monthly meeting with the Peer Volunteers to address concerns, feedback and identify any action requests for volunteers.

## 9. General Meetings

### 9.1 All General Meetings

The Association must hold an AGM within five months of the Association's end of financial year.

The ordinary business of the AGM is to confirm the minutes of the previous AGM, confirm the following 12 months strategic plan, receive reports and statements from the previous financial year and elect Board Members. The notice of the AGM must include any special business or motions to be considered.

The Board or a group of at least ten members may call a General Meeting. At least ten members as well as the Peer Board must be present at a General Meeting for the meeting to be held.

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Board Members may vote by show of hands or by ballot or another form which is suitable.

Notice of General Meetings must be provided to Board Members at least one month before the meeting in writing on the membership website or email address listed on the members register.

Notice of general meetings must include proposed matters to be dealt with at that meeting as well as an invitation for member submissions.

The Chair of a General Meeting will be the Board Director, or if not in attendance, the Peer Board will decide upon another member to be Chair.

If a vote is tied, the Director has the deciding vote.

## ***9.2 Special general meeting***

The Board or ten members of the association may call a special general meeting at any time.

Upon a requisition in writing of ten members of the association in email, the Board shall, within one month, convene a special general meeting for the purpose specified within the requisition.

Every requisition for a special general meeting shall be signed by the relevant members and shall state the purpose of the meeting.

If a special general meeting is not convened within one month, the requisitionists, or at least 50% of their number, may convene a special general meeting. Such a meeting shall be convened in the same manner as nearly as practical as a meeting convened by the Board, and for this purpose the Board shall ensure that the requisitionists are supplied free of charge with particulars of the members entitled to receive a notice of meeting. The reasonable expenses of convening and conducting such a meeting shall be borne by the association.

## ***9.3 Notice of general meetings***

At least one month's notice of any general meeting shall be given to Board members. The notice shall set out where and when the meeting will be held, and particulars of the nature and order of the business to be transacted at the meeting.

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## **9.4 Proceedings at general meetings**

At least 50% or minimum of three Board members present personally shall constitute a quorum for the transaction of business at any general meeting.

If within 30 minutes after the time appointed for the meeting a quorum of Board members is not present, a meeting convened upon the requisition of Board members shall lapse. In any other case, the meeting shall stand adjourned to the same day in the next week, at the same time and place and if at such adjourned meeting a quorum is not present within 30 minutes of the time appointed for the meeting the Board members present shall form a quorum.

If the chairperson is not present within ten minutes after the time appointed for holding the meeting, or they are present but declines to take or retires from the chair, the chairperson can choose to adjourn the meeting to another time decided at the time of the meeting or choose a Board member to be the chairperson of that meeting.

## **9.5 Voting**

- a) Each Board member present at a relevant meeting has one vote on any question arising at the meeting.
- b) A motion is carried if a majority of the Board members present at the meeting vote in favour of the motion.
- c) If the votes are divided equally on a question, the chairperson of the meeting has a second or casting vote.
- d) Board members may vote by show of hands or by poll. Unless a poll is demanded by five or more members, voting must be done by a show of hands.

## **9.6 Special and ordinary resolutions**

A special resolution as defined in the Act.

An ordinary resolution is a resolution passed by a simple majority at a general meeting.

## **9.7 Poll at general meetings**

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- a) If a poll is demanded by at least five members, it must be conducted in a manner specified by the person presiding and the result of the poll is the resolution of the meeting on that question.
- b) A poll demanded for the election of a person presiding or on a question of adjournment must be taken immediately, but any other poll may be conducted at any time before the close of the meeting.

## **9.8 Proxies**

A member shall be entitled to appoint in writing a natural person who is also a member of the association to be their proxy, and attend and vote at any general meeting of the association.

## **10. Minutes**

The Chairperson, Secretary or another member at the request of the Chairperson may be elected as minute secretary for each meeting.

Proper minutes of all proceedings of general meetings of the association and of meetings of the Peer Board shall be entered within one month after the relevant meeting into the online document kept for the purpose.

The minutes kept pursuant to this rule must be confirmed by the members of the Peer Board at a subsequent meeting.

Where meetings are entered and signed they shall, until the contrary is proved, be evidence that the meeting was convened and duly held, that all proceedings held at the meeting shall be deemed to have been duly held and all appointments made at a meeting shall be deemed to be valid.

## **11. Dispute resolution**

If there is a dispute between a Board member and Board member,, a member and the Board, or a member and another member,, the parties involved must first attempt to resolve the dispute between themselves for a period of one week from the date the dispute is known to all parties involved.

If the dispute cannot be resolved between the people involved, the following grievance

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procedure must be followed:-

- a) The party with a grievance must write to a member of the Board with the option of any other people affected, and explain the grievance, their needs moving forward and their ideal solution.
- b) If a solution cannot be met, a chosen Board member will hear from all parties to accommodate a solution through a meeting.
- c) The Board must give all people involved a reasonable notice of time and place of the meeting as well as meet reasonable accommodations to attend.
- d) All parties must have an opportunity to be heard and agree to do their best to resolve the dispute, and
- e) If the parties cannot resolve the dispute within the hearing then an unbiased decision maker will determine the outcome of the dispute.

## 12. The Seal

The association shall have a common seal upon which its corporate name must appear in legible characters.

The seal must not be used without express authorisation of the committee and every use of the seal shall be recorded. The affixing of the seal must be witnessed by the Chairperson or another member of the committee.

## 13. Funds

The Association must not distribute funds, income or assets to members except as reasonable compensation for services provided or expenses incurred on behalf of the organisation.

The Association may derive or generate funds from membership subscription fees, donations, grants, fundraising, interest, and any other sources approved by the Committee that are consistent with furthering the Association's Purposes.

## 14. Financial Reporting

### 14.1 Financial year

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The first financial year of the association shall be the period ending on the next 30th June following incorporation, and thereafter a period of 12 months commencing on 1<sup>st</sup> July ending on 30 June of each year.

## **14.2 Accounts to be kept**

The association shall keep and retain such accounting records as are necessary to correctly record and explain the financial transactions and financial position of the association in accordance with the Act.

## **15. Prohibition against securing profits for members**

The income and capital of the association shall be applied exclusively to the promotion of its objects and no portion shall be paid or distributed directly or indirectly to members or their associates except as bona fide remuneration of a member for services rendered or expenses incurred on behalf of the association.

## **16. Rules**

- a) These rules may be altered by special resolution of the members of the association.  
This includes rescission or replacement by substitute rules.
- b) The alteration shall be registered with Consumer and Business Services which administers the Corporate Affairs Commission, as required by the Act.
- c) The registered rules shall bind the association and every member to the same extent as if they have respectively.

## **17. Winding up**

The association may be wound up by the passing of a special resolution by the members of the association and in accordance with the Act.

## **18. Application of surplus assets**

If after the winding up of the association there remains 'surplus assets' as defined in the Act, such surplus assets shall be distributed to any organisation which has similar objectives and has rules



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which prohibit the distribution of its assets and income to its members.

Such organisations or organisations shall be identified and determined by an ordinary resolution of members in general meeting.

## **19. Revocation of Deductible Gift Recipient Endorsement**

If the Association is wound up or its endorsement as a deductible gift recipient is revoked (whichever occurs first), any surplus gift funds shall be transferred to another organisation with similar objectives, which is charitable at law, to which income tax deductible gifts can be made.

For the purpose of these rules, 'gift funds' mean gifts of money or property or contributions made in relation for the principal purpose of the Association and money received by the Association because of such gifts and contributions.