



Chronic
Illness
Alliance

Inc.

**THE CONSTITUTION
OF THE
CHRONIC ILLNESS ALLIANCE
INCORPORATED**

Registration Number: A0035038B

587 CANTERBURY ROAD
SURREY HILLS VIC 3127

Ph: (03) 8809 0641
Fax: (03) 9882 7159

Web Address: www.chronicillness.org.au

Email: cwalker@chronicillness.org.au

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CONSTITUTION OF THE CHRONIC ILLNESS ALLIANCE INCORPORATED

1. TITLE

The name of the association shall be the Chronic Illness Alliance (hereinafter referred to as "the Alliance").

2. AIMS and OBJECTIVES

2.1 The aims of the Alliance are:

- (i)** To promote better quality of life of people living with Chronic Illness by providing information and education that assists in the management and control of their condition, and addresses their associated concerns.
- (ii)** To promote improved health outcomes of people with chronic illnesses by providing information, education and representation to health service programs for people with Chronic Illness.

2.2 The objectives of the Alliance are:

- (i)** Engaging in research projects which focus on improved management and effective support programs for, people living with Chronic Illness.
- (ii)** Facilitating educational forums and workshops about issues impacting on the wellbeing for people living with Chronic Illness.
- (iii)** Facilitating professional development for health service providers about effective day to day management of Chronic Illness.
- (iv)** Collecting and disseminating information to people living with Chronic Illness about community services and support programs.
- (v)** Seeking funding and donations from the community and from the State and Commonwealth governments, government authorities or other government bodies which are solely applied to achieve the stated Aims and Objectives.
- (vi)** In pursuing its Objectives the Alliance may advise and consult with government departments, other organisations and persons on issues relating to the control and better management of Chronic Illness.

2.3 In the construction of these expressions of aims and objectives, the expressions shall be given their widest possible meaning consistent with their sense and intention.

3. INTERPRETATION

3.1 In these rules, unless the contrary intention appears:

"Chronic Illness" means any illness which may or may not be life-threatening, but which diminishes to any extent the quality of a person's life, which is on-going or recurring over a long period of time.

"Financial Year" means the year ending 30th June

"General Meeting" means a general meeting of members convened in accordance with this Constitution

"Member" means a member of the Alliance in accordance with Rule 5.2.

"Management Committee" means the Management Committee of the Alliance.

"Member of Management Committee" means an elected member in accordance with Rule 6.2.3.

"Ordinary Member of the Management Committee" means a member of the Management Committee who is not an officer of the Alliance.

"The Act" means the Associations Incorporation Act 1981.

"Delegate" is a person nominated by the member organisation to represent and vote on behalf of the member organisation.

3.2 In these Rules, a reference to the Secretary of the Alliance is a reference:

(a) where a person holds office under these Rules as Secretary of the Alliance - to that person; and

(b) In any other case, to the public officer of the Alliance.

4. INCORPORATION

4.1 This Constitution is subject to the provisions of the Associations Incorporations Act 1981, and the provisions of that Act as in force on the date on which this Constitution comes into effect as the Constitution of the Alliance, are to be read as part of this Constitution.

4.2 Words and expressions used in this Constitution shall be interpreted in accordance with the provisions of the Interpretation Ordinance 1967, and the provisions of that Ordinance, as in force on the date on which this Constitution comes into effect as the Constitution of the Alliance, are to be read as part of this Constitution.

5. MEMBERSHIP of the ALLIANCE

The Secretary shall keep and maintain a register of members in which shall be entered the full name, address and date of entry of each member and the register shall be available for inspection by members at the address of the Public Officer. On request, Members may make a copy of entries in the register at the office of the organisation but cannot remove the register from the premises.

There shall be three classes of membership in the Alliance. They shall be known as Member and Individual and Honorary Life Member.

5.1 Honorary Life Membership

5.1.1 An Honorary Life Member shall be a person who has contributed significantly to the work of the Alliance, and has been accepted as such by majority vote of the Management Committee. A member of the Alliance may nominate a person for honorary life membership once a year, prior to the annual general meeting. An Honorary Life Member shall not have voting rights and shall not pay membership fees. Benefits conferred to Honorary Life Members shall be determined by the Management Committee from time to time.

5.2 Members

5.2.1 A member shall be an organisation which agrees to accept the aims and objectives of the Alliance, pays its membership fee to the Alliance and, having

applied in writing for membership, has been accepted as a member by a majority vote of the Management Committee. A member has voting rights.

5.2.2 In making its decision on membership, the Management Committee shall take into account whether the organisation:

- (i) has the aims and objectives to represent the opinions of people with chronic illness on health and other related matters;
- (ii) is an advocacy group for people with chronic illness in health and related matters;
- (iii) is a group of health consumers.

5.2.3 An applicant shall produce in its initial application to the Alliance an outline of the organisation and its goals, together with such other evidence as the Management Committee may require in relation to its Constitution, membership and activities.

5.2.4 The Management Committee shall submit to the Annual General Meeting the names of any organisations whose applications for membership have been refused, and give reasons why this decision was taken.

5.2.5 The Management Committee shall give reasons for its refusal to the organisation in writing.

5.3 Individuals

5.3.1 An Individual Member of the Alliance shall be a person who, having applied in writing to become an Individual Member, pays his/her membership fee and is accepted as an Individual Member by majority vote of the Management Committee. An Individual Member shall not have voting rights.

5.4 Membership Fees

5.4.1 Annual membership fees for each class of membership shall be as determined from time to time by the Management Committee.

5.4.2 Such membership fees as are from time to time determined shall be payable on the first day of July each year following the date on which they were determined and continue in force each year until the thirtieth day of June in the following year.

5.5 Membership Responsibilities

5.5.1 Each member shall notify the Secretary in writing of:

- (i) the full name and postal address of its delegate and of any change in their identity or postal address within one month of the change;

5.6 Resignation from Membership

5.6.1 Membership shall cease on:

- (i) Resignation in writing, giving one month's notice, delivered to the premises of the Alliance; and
- (ii) Non-renewal of membership within three months of expiry, at which time the lapsed member will be removed from the Register of Members.

5.7 Suspension from Membership

5.7.1 Where the Management Committee is of the opinion that a member or the delegate of the member has persistently:

- (i) refused or neglected to comply with a provision of these rules; or
- (ii) wilfully acted in a manner prejudicial to the interests of the Alliance.

The Management Committee will recommend to the Alliance that the member be suspended.

The Management Committee must write to the members to inform them of its recommendation for suspension. This notification must occur at least 28 days before the general meeting to consider the Management Committee's recommendation.

5.7.2 The member may submit in writing to the Management Committee his/her case against being suspended. This submission must be provided to the Management Committee at least seven days before the meeting to discuss the recommendation for suspension.

5.7.3 The Alliance by resolution of not less than two thirds majority, may suspend the member from membership of the Alliance for any period it may determine.

5.7.4 Where the Management Committee passes a resolution to suspend a member, the Secretary shall within 14 days of the decision, cause a notice in writing to be served on the member which includes the following:

- (i) the resolution and the grounds on which it is based; and
- (ii) the appeal mechanism available to the member.

5.8 Disputes and mediation

- (1) The grievance procedure set out in this rule applies to disputes under these Rules between—
 - (a) a member and another member; or
 - (b) a member and the Association.
- (2) The parties to the dispute must meet and discuss the matter in dispute, and, if possible, resolve the dispute within 14 days after the dispute comes to the attention of all of the parties.
- (3) If the parties are unable to resolve the dispute at the meeting, or if a party fails to attend that meeting, then the parties must, within 10 days, hold a meeting in the presence of a mediator.
- (4) The mediator must be—
 - (a) a person chosen by agreement between the parties; or
 - (b) in the absence of agreement—
 - (i) in the case of a dispute between a member and another member, a person appointed by the committee of the Association; or
 - (ii) in the case of a dispute between a member and the Association, a person who is a mediator appointed or employed by the Dispute Settlement Centre of Victoria (Department of Justice).
- (5) A member of the Association can be a mediator.
- (6) The mediator cannot be a member who is a party to the dispute.
- (7) The parties to the dispute must, in good faith, attempt to settle the dispute by mediation.

- (8) The mediator, in conducting the mediation, must—
 - (a) give the parties to the mediation process every opportunity to be heard; and
 - (b) allow due consideration by all parties of any written statement submitted by any party; and
 - (c) ensure that natural justice is accorded to the parties to the dispute throughout the mediation process.
- (9) The mediator must not determine the dispute.
- (10) If the mediation process does not result in the dispute being resolved, the parties may seek to resolve the dispute in accordance with the Act or otherwise at law.

5.9 Right of Appeal

The suspended member may appeal against the decision of the Management Committee at the next general meeting. Notice must be given in writing of an appeal to the Management Committee 14 days before the next General Meeting. At the General Meeting the suspended member who is appealing shall be given a fair and full opportunity to be heard. Until the hearing of any appeal, the decision of the Management Committee shall apply.

6. ROLE of the MANAGEMENT COMMITTEE

The role of the Management Committee is to be the governing body of the Alliance. It is to interpret policy which has been made by the Alliance and to determine priorities and programs within general policy guidelines set by the Alliance and to recommend policy and programs to the Alliance.

6.1 Specific Powers

6.1.1 Without in any way limiting the generality of the foregoing and in addition to those other powers which may be vested in the Management Committee pursuant to provisions set out elsewhere in this Constitution, the Management Committee may:

- (i) have up to eight members including the Chairperson, Vice Chairperson and Treasurer who shall be responsible for:
 - (a) the implementation of policy decisions; and
 - (b) the finances and administration of the Alliance.
- (ii) appoint sub-committees and working parties of members and non-members for specific purposes who shall meet as they see fit or as directed by the Committee and who shall report to the Committee;
- (iii) have sole power to appoint, remove and fix the remuneration of such staff, which may include an Executive Director, as it may be deemed necessary to employ for the conduct of the affairs of the Alliance;
- (iv) have the ability to distribute grant monies for projects which the Committee has approved;
- (v) have sole power to appoint from time to time representatives of the Alliance for specific purposes;
- (vi) with regard to removal, hear appeals of employees of the Alliance against decisions of the Executive Director.

6.2 Membership of the Management Committee

6.2.1 Any member organisation of the Alliance can nominate one candidate for election to the Management Committee at the Annual General Meeting.

6.2.2 Members of the Management Committee are elected for three years.

6.2.3 The Alliance is to elect up to eight members to the Management Committee from its members.

6.2.4 Those elected members then shall have the discretion, as a committee, to approach up to another four member organisations or individuals with some appropriate expertise to join them if it appropriate. Co-opted members shall not comprise more than one third of the Management Committee. They will not have voting rights or become office bearers.

6.2.5 All members appointed to the Management Committee shall be prepared not only to represent their organisation but shall seek and put forward the views of other similar organisations.

6.2.6 A Chairperson or member of the Management Committee shall cease to hold such office upon:

- (i)** resignation in writing; and
- (ii)** absence for three successive committee meetings without explanation acceptable to the Committee.

6.2.7 Vacancies unfilled or arising in the Chair or the Management Committee may be filled by the Management Committee co-opting members for the unexpired remainder of the term.

6.2.8 The Management Committee may function validly notwithstanding any vacancies so long as its number is not reduced below the quorum.

6.3 Nomination and Election

6.3.1 Each member shall be entitled to nominate not more than one person as a candidate for election to the Management Committee. No nomination as a candidate for election shall be required to be seconded. A nomination shall be accepted by the Executive Director of the Alliance provided that:

- (i)** it is forwarded by letter to the Executive Director and received by him/her not later than seven days before the date fixed for the Annual General Meeting;
- (ii)** it is duly signed by an office bearer or official, the specimen signature of whom is recorded by the Secretary at that time for that person; and
- (iii)** the person nominated has indicated in writing his/her consent to act if elected.

6.3.2 A Returning Officer for the year will be appointed at each Annual General Meeting.

6.3.3 Voting in contested elections for Management Committee posts shall be by secret ballot conducted by the Returning Officer with each member of the Alliance having one vote personally or by proxy.

- 6.3.4** The Returning Officer shall distribute voting papers not less than twenty-one days before the day appointed for the Annual General Meeting by pre-paid post to the voting delegate of each voting member (or to the deputy voting delegate of any member that so requests) for a ballot.
- 6.3.5** Where a member's delegate (or deputy delegate acting in the absence of a delegate) prior to the declaration of close of ballot, declares by way of statutory declaration or such other evidence or declarations as may be acceptable to the Returning Officer that the ballot paper sent to the delegate has not been received, or has been lost or destroyed, and has not been returned to the returning officer by pre-paid post or has been returned but not received by him/her, the Returning Officer shall issue a replacement ballot paper to the delegate or deputy voting delegate as appropriate.
- 6.3.5** The ballot paper shall contain the full names of each of the persons nominated and of the organisations that nominated them, voting directions and no other information, and statements of persons so nominated may be included on separate information sheets providing each statement is of not more than two hundred words.
- 6.3.6** The order of appearance of names on the ballot paper shall be determined by the Returning Officer by lot.
- 6.3.7** At each Annual General Meeting at which a ballot for election to the Management Committee is required to be taken, an item at an appropriate place on the agenda shall be 'Declaration of close of ballot for election of the Management Committee', and the Returning Officer (who must be present at that Annual General Meeting either in person or by a deputy appointed by the Chairperson) shall count only such ballots as have been delivered to him/her by post or in person before the expiration of five minutes after that item on the agenda has been read by the Chairperson. The Returning Officer will announce the outcome of the election at the Annual General Meeting.

6.4 Period of Office

The Management Committee will be elected at the Annual General Meeting and shall meet as soon as practicable after the declaration of the election but not later than 45 days after that declaration.

- 6.4.1** The Management Committee will hold office until the full end of their term or unless the committee agrees to make changes
- 6.4.2** A committee member is appointed for three years.
- (i) When this rule change is instituted, no less than half the sitting delegates can resign to ensure an efficient transition to the new Committee of Management.
 - (ii) Remaining sitting delegates who have served more than three consecutive years must then resign at the first Annual General Meeting following the institution of this clause.
- 6.4.3** A committee member shall not hold office for more than two consecutive terms.
- 6.4.4** Committee members having served the maximum period of office may renominate for election to the Committee of Management after a period of one year.

6.5 Meetings

- 6.5.1** The Management Committee shall meet as often as may be required to conduct the business of the Alliance and not less than four times in each calendar year.
- 6.5.2** The quorum shall be one half plus one of the elected Management Committee members.
- 6.5.3** The Chairperson shall have power to call a meeting of the Management Committee. On written request of one third of the Management Committee members, the Chairperson shall call a meeting of the Management Committee.
- 6.5.4** Notice of Management Committee meetings shall be given at the previous Management Committee meeting or by fourteen (14) days written notice distributed to all Management Committee members or in an emergency by such other notice as shall be ratified by the Management Committee.
- 6.5.5** The Secretary of the Alliance must keep minutes of the resolutions and proceedings of each general meeting, and each committee meeting, together with a record of the names of persons present at committee meetings.

6.6 Out of Session Meetings

- 6.6.1** In the event of a decision of the Management Committee being required urgently between its meetings, the Chairperson or, at his/her direction, another person may canvass the opinions of its members by letter, email, telephone or otherwise as he/she may think fit and shall formulate a draft resolution and circulate it to each of its members.
- 6.6.2** The results of that canvass shall be a resolution of the Management Committee as soon as not less than the numbers required for a quorum at a Committee of Management meeting indicate their agreement to the Chairperson or other person as the case may be. The resolution and names and votes shall be sent in written form to each member of the Management Committee as soon as practicable following voting.
- 6.6.3** The Management Committee shall have the power to co-opt organisations or individuals to policy task groups and to conduct task group meetings out of session.
- 6.6.4** The resolution arising from the Out of Session canvass shall be ratified at the next Committee of Management meeting.

6.7 Election of Office Bearers

- 6.7.1** The Office Bearers of the Alliance shall be the Chairperson, the Vice-Chairperson, the Secretary and the Treasurer.
- 6.7.2** The first business of each Management Committee shall be to elect one from its members' delegates to be Chairperson, one to be Vice-Chairperson and another to be its Treasurer. No nomination for election to the positions of Chairperson, Vice-Chairperson or Treasurer shall be required to be seconded. Voting shall be by paper ballot.
- 6.7.3** No co-opted members shall be eligible to be elected to be Chairperson, Vice-Chairperson or Treasurer if there are elected members of the Management Committee who are eligible and willing to fill all or any of those offices.

6.8 Resignation or Suspension from or Cessation of Membership from the Management Committee.

6.8.1 A person may resign as a member of the Management Committee by notice in writing sent by pre-paid post or delivered to the Secretary. Any such resignation shall commence its effect at the expiration of forty-eight (48) hours after the receipt of such notice by the Secretary unless it is withdrawn before the expiration of that period.

6.8.2 A person shall cease to be a member of either the Management Committee and the Alliance if he/she:

- (i)** dies;
- (ii)** resigns;
- (iii)** becomes incapacitated by reason of any health condition from undertaking his/her responsibilities of office;
- (iv)** ceases to have his/her permanent place of residence in Australia;
- (v)** is disqualified by the provision of this Constitution or by the laws of Australia in relation to the Australian Capital Territory or of the State or Territory in which he/she has his domicile or permanent place of residence from being a member of the Management Committee; and
- (vi)** is found by a resolution of the other members of the Management Committee supported affirmatively by at least three fifths of them to have acted in a manner calculated to or capable of bringing the Alliance or the Management Committee into disrepute or to have sought to use the Alliance, the Management Committee or his position as a member of the General Committee for personal or political advantage.

6.8.3 No person shall have his/her membership of the Management Committee terminated by a resolution of the other members of the Management Committee unless he/she shall have been given a full and fair opportunity to present to the other members of the Management Committee any rebuttal, justification, reasons or explanation of his/her conduct alleged to warrant the passing of such a resolution. The Management Committee meeting at which he/she is given an opportunity to be heard must have a quorum, and in order to be passed the resolution to remove him/her must be supported affirmatively by at least three fifths of them.

6.8.4 A person who is incapacitated by injury or illness from exercising his/her right to vote as a member of the Management Committee shall not be deemed, while so disabled, to be a member of the Management Committee, but no vacancy shall be deemed to have been created on that account unless the indisposition continues more than six months.

6.8.5 In the event of a vacancy occurring, the Management Committee shall have the power to appoint a replacement member to the Management Committee from current Alliance members.

7. MEETING PROCEDURE

7.1 Questions arising at a meeting of the Management Committee or any of the sub-committees appointed by this committee shall be determined by a

majority of the votes of members of the committee or sub-committee present at the meeting.

7.2 Each member present at a meeting of the committee or of any sub-committee appointed by the committee (including the person presiding at the meeting) is entitled to 1 vote. In the event of an equality of votes the motion is lost.

7.3 Subject to a quorum, the committee may act notwithstanding any vacancy on the committee.

8. GENERAL MEETINGS

8.1 Annual General Meetings

8.1.1 The Management Committee shall be responsible for calling an Annual General Meeting within the calendar year following the completion of the financial year. This meeting will be held at such a place as the Management Committee may decide.

8.1.2 **Written** notices of the time and place of each Annual General Meeting shall be sent out **as delegated** by the Secretary to each voting member of the Alliance in accordance with Rule 5.2 at least thirty days in advance of the day appointed by the Management Committee for the commencement of the Annual General Meeting. Notices shall invite the voting members to attend the meeting.

8.1.3 The inadvertent failure to send a notice to any voting member or the misdirection or non-delivery of such a notice shall not invalidate the meeting concerned.

8.1.4 A copy of the agenda for each Annual General Meeting shall be sent out **as delegated** by the Secretary at least **thirty** days in advance of the day appointed by the Management Committee for the commencement of the Annual General Meeting to each voting member of the Alliance.

8.1.5 The Management Committee shall be responsible for submitting to the Annual General Meeting:

- (i)** in the name of the Chairperson, a report on its activities and matters affecting the Alliance and its members; and
- (ii)** in the name of the Treasurer, a duly audited account of the administration of the funds of the Alliance up to the end of the last financial year.

8.1.6 The business at the Annual General Meeting shall include:

- (i)** Opening and apologies;
- (ii)** Minutes of the last Annual General Meeting and any Extraordinary General Meeting held since the last Annual General Meeting;
- (iii)** Chairperson's Report;
- (iv)** Treasurer's Report signed by the Treasurer and the Chairperson including a full list of financial members of all classes;
- (v)** Auditor's Report;
- (vi)** Appointment of auditor in accordance with clause 14.3.1;

(vii) Closure.

8.2 Extraordinary General Meetings

8.2.1 An Extraordinary General Meeting may be called by (a) majority resolution of the Management Committee or (b) by written request of no less than 20% of the members' delegates.

8.2.2 A quorum for any General Meeting of the Alliance shall be not less than five (5) of the number of member organisations' delegates of the Alliance entitled to be present.

8.2.3 In the event of there being no quorum present so as to enable the meeting to commence within that time, the meeting shall be abandoned and another meeting may be called by the Management Committee for the purpose of dealing with the business proposed to be dealt with at that abandoned meeting either in full or in part, and either alone or in conjunction with other business and, if alone, with such limited period of notice as the Management Committee determines. If a subsequent meeting still fails to reach quorum, it shall be deemed to have a quorum regardless of the number attending.

8.2.4 If a General Meeting has commenced with a quorum present in person or by proxy, the subsequent absence of a quorum shall not require the suspension or termination of that meeting unless the absence of a quorum has been drawn to the attention of the Chair.

8.2.5 Only a member organisation which has been accepted as a member for a period of at least three months prior to a General Meeting shall participate in that meeting.

8.2.6 Proposed resolutions of which notice in writing has been given in the hands of the Secretary by a voting member of the Alliance at least fifty-six days before the date of a General Meeting may be for amendment of this Constitution or may relate to any aspect of the affairs or policy of the Alliance.

8.2.7 No proposed resolution or motion of urgency at any General Meeting of the Alliance or meeting of the Management Committee shall be required to be seconded until the proposer or its representative has spoken to it.

8.2.8 Proposed resolutions or motions of urgency may not be expressed as votes of confidence or lack of confidence in any member of the Alliance nor in any member or candidate for membership of the Management Committee.

9. VOTING

9.1 The right to vote in any ballot taken by the Alliance for the election of members of the Management Committee, for amendments to this Constitution or on policies of the Forum shall be exercised only by members, each of which shall appoint a voting delegate and deputy voting delegate from time to time for the purpose of exercising that right.

9.1.1 Votes will only be valid if the delegate's organisation is a financial member of the Alliance

9.2 Voting on resolutions before a General Meeting shall be by show of hands.

9.3 Only the voting delegates or deputy voting delegates of member organisations may vote on General Meeting resolutions and in contested elections.

9.4 Proxy voting arrangements

9.4.1 No member organisation’s delegate or proxy shall be entitled to vote at any General Meeting if the member organisation’s annual subscription is in arrears at the date of the meeting.

9.4.2 The instrument appointing a proxy shall be in writing and shall be signed by the current member organisation’s delegate and the senior officer of the voting member organisation where these are different, as well as the individual proposed to exercise the proxy vote. A proxy shall be a member of the member organisation on whose behalf she/he is voting.

9.4.3 The instrument appointing a proxy shall be deposited at the office of the Alliance not less than seven days before the time for holding the General Meeting for which the organisation named in the instrument proposes to vote. In default the instrument appointing the proxy shall be treated as invalid.

9.4.4 An instrument appointing a proxy shall be in the following form:

I.....being the delegate of....., a member organisation of the Chronic Illness Alliance hereby appoint..... as my proxy to vote on my behalf on any resolutions that form part of theGeneral Meeting of the Alliance to be held on the.....day ofin the year of ... and at any adjournment thereof.

Signed

.....
Senior Official Delegate Proxy

9.4.5 In the event that the delegate of the member organisation is subsequently able to attend the General Meeting after the appointment of the proxy for the same meeting, the proxy authorisation will be withdrawn on written authorisation signed by the delegate of the member organisation and the same senior officer of the organisation who signed the proxy authorisation. If no correctly verified and written withdrawal is received prior to the beginning of the General Meeting for which a proxy has been approved, the person designated as proxy shall have voting rights of the member organisations.

9.4.6 A member organisation cannot appoint its delegate and a proxy for different parts of the meeting.

10. CHAIRPERSON

10.1 The Chairperson at any meeting shall have a personal deliberative vote.

10.2 The Chairperson shall chair General Meetings and Management Committee meetings and except in the absence of the Chairperson or, at the request of the Chairperson, the Vice-Chairperson shall act as Chairperson or another voting member’s delegate may be elected by a majority of the meeting as that meeting’s Chairperson.

10.3 The Chairperson together with the Secretary shall prepare the agenda for Committee meetings and General Meetings.

11. TREASURER

11.1 The funds of the Alliance shall be derived from annual subscriptions of members, donations, grants, fees, sales and, subject to any resolution passed by the General Committee, such other sources as the committee determines.

- 11.2** All of the funds of the Alliance shall be received by the Treasurer on behalf of the Alliance.
- 11.3** The Treasurer shall be the person entitled to give a receipt for or in the name of the Alliance. This power may be delegated to the paid employee of the Alliance.
- 11.4** True accounts shall be kept by the Treasurer of all funds received and expended by the Alliance and of property, credits and liabilities of the Alliance. The records shall be available for inspection by any member.
- 11.5** The Treasurer shall present audited accounts to the Annual General Meetings.

12. PUBLIC OFFICER

- 12.1** The Alliance shall appoint, by resolution of the Management Committee, a person to be its public officer and shall fill any vacancy that may for any reason occur in such office, but the public officer shall not, by virtue only of being public officer, be a spokesperson for the Alliance.
- 12.2** Notwithstanding the provisions of the Associations Incorporations Act 1981, the Alliance may terminate the appointment of the public officer by resolution of the Management Committee.
- 12.3** The Public Officer shall keep the Common Seal which shall be affixed only by resolution of the Management Committee or of a General Meeting and in the presence of one Committee member.

13. SPOKESPERSON for the ALLIANCE

- 13.1** The spokesperson for the Alliance will be the Chairperson or the nominated employee.
- 13.2** No other member organisation (or their delegate) or Secretariat members may speak for the Alliance collectively without prior agreement.
- 13.3** Any Alliance member may seek the endorsement of the Alliance for their public statements. Requests for endorsement of members' public statements would be handled in the same manner as 13.5 and 13.6 below.
- 13.4** The Campaign Worker will consult with at least the Chairperson or Vice-Chairperson before the release of public statements on matters of established Alliance policy.
- 13.5** All member organisations of the Management Committee will be consulted and asked for their endorsement of statements which are not yet Alliance policy.
- (i)** Endorsement shall be obtained by distributing a draft statement or canvassing opinions of members by telephone under a 'network' arrangement
- 13.6** Where an organisation has a severe objection to the content of a media release, the matter will be returned to the Management Committee.

14. ADMINISTRATION

14.1 Payment for Service on Committees

14.1.1 No member of the committees shall be paid for acting as such, but each may be fully reimbursed from the funds of the Alliance for all travelling, accommodation and communications expenses reasonably incurred by him/her in acting as a member of the committee and attending to the business of the Alliance.

14.1.2 Where a member of any Alliance committee has any direct or indirect pecuniary interest in a contract or proposed contract to which the Association may be a party to, the committee member must:

- (i)** as soon as the interest becomes apparent to the member, disclose the nature and extent of the interest to the committee and to the Management Committee; and
- (ii)** not take part in making decisions with respect to the contract or proposed contract, nor should he or she participate in deliberations on the contract.

14.2 Accounting

14.2.1 The financial year of the Alliance shall, except for the period between the day on which this Constitution comes into effect and the thirtieth day of June then next following, be from the first day of July in each year to the thirtieth day of June in the following year.

14.2.2 The funds of the Alliance shall be invested, paid out and expended as per the Delegation of Authority as designated by the Management Committee to authorise and make specified expenditures as on its resolution.

14.2.3 A cheque or other negotiable instrument of the Alliance shall be valid only if signed as per the Delegation of Authority.

14.2.4 All banking of the Alliance shall be carried out at such branches of such bank or banks as the Management Committee may from time to time deem expedient.

14.3 Auditing

14.3.1 At each Annual General Meeting of the Alliance the voting members shall, through their delegates, appoint a qualified person as Auditor of the Alliance who is:

- (i)** not an officer of the association;
- (ii)** has not prepared or assisted with the preparation of those accounts;
- (iii)** is not a partner, employer or employee of an officer of the association;
- (iv)** a partner or employee of an employee of an officer of the association;
- (v)** who is a member of one of the following bodies:
 - Institute of Chartered Accountants in Australia
 - National Institute of Accountant
 - Australian Society of Certified Practising Accountants.

- 14.3.2** No person shall remain as Auditor of the Alliance if he/she is appointed as a voting member's delegate or is elected or co-opted as a member of the Management Committee or ceases to be qualified to act as an Auditor.
- 14.3.3** Any casual vacancy in the position of Auditor of the Alliance shall be filled by an appointment made by the Management Committee for the time being.
- 14.3.4** At least once in each financial year of the Alliance and as frequently as he/she desires, the auditor of the Alliance shall examine the books and records and accounts of the Alliance.
- 14.3.5** The Auditor shall certify as to the correctness or otherwise of the accounts of the Alliance annually and shall report thereon at each Annual General Meeting.
- 14.3.6** Any remuneration to be paid to the auditor of the Alliance shall be fixed from time to time by agreement between the auditor and the Management Committee.

15. SEAL

- 15.1** The Common Seal of the alliance shall be kept in the custody of the Secretary.
- 15.2** The Common Seal shall not be affixed to any Instrument except by authority of the Management Committee and the affixing of the Common Seal shall be attested by two signatures of the Management Committee.

16. FINANCES and PROPERTY

- 16.1** Persons who by authority accept or incur any pecuniary liability on behalf of the Alliance shall be held indemnified against any personal loss in respect of such liability.
- 16.2** The income property and funds of the Alliance shall be used and applied solely towards the promotion of the objects and shall not be paid or transferred to the members or relatives of members provided that:
- (i)** nothing herein contained shall prevent any payment in good faith to any person in return for services actually rendered or to any person in furtherance of the objects of the Alliance and without undue preference; and
 - (ii)** with the exception of the Secretary, an employee of the Alliance shall not, notwithstanding that employment, be entitled to be a member or office bearer of the Management Committee or of any sub-committee, in accordance with the provisions of this constitution.

16.3 Establishment and operation of a gift fund

16.3.1 Maintaining a gift fund

The Alliance must maintain (for the purposes of furthering the predominant objects set out in clause 2.1 of this Constitution) a fund **(Gift Fund)**:

- (a) to which gifts, or deductible contributions, of money or property for that purpose are to be made;
- (b) to which any money received by the Alliance because of those gifts, or deductible contributions, is to be credited; and
- (c) that does not receive any other money or property.

16.3.2 Limits on use of Gift Fund

The Alliance must use the following only for the predominant object set out in clause 2.1 of this Constitution:

- (a) gifts, or deductible contributions made to the Gift Fund; and
- (b) any money received because of those gifts.

16.3.3 Winding up of Gift Fund

(a) at the first occurrence of:

- (i) the winding up of the Gift Fund; or
- (ii) the Alliance ceasing to be endorsed as a deductible gift recipient under Subdivision 30 B-A of the Income Tax Assessment Act 1997 (Cth),

any surplus assets of the Gift Fund remaining after the payment of liabilities attributable to the Alliance shall not be paid or distributed to the Members, but will be given to or transferred to another fund, authority or institution as the Management Committee shall in its sole discretion select, provided that the fund, authority or institution selected by the Management Committee is entitled to receive tax deductible gifts.

(b) Where gifts to a fund, authority or institution are deductible only if, among other things, the conditions set out in the relevant table item in Subdivision 30-B are satisfied, a transfer under clause 1.3 (a) to such a fund, authority or institution must be made in accordance with those conditions.

16.3.3 Gift Fund Bank Account

The Management Committee must maintain a separate bank account for the Gift Fund.

16.3.4 Receipt for Gifts

(a) The Management Committee shall use its best endeavours to ensure that any Contributor who donates cash or in kind to the Gift Fund is provided with a receipt acknowledging actual receipt of the contribution.

(b) Receipts for gifts to the Gift Fund must state:

- (i) the name of the Alliance;
- (ii) the ABN of the Alliance; and
- (iii) the fact that the receipt is for a gift.

(c) Any receipts issued by the Gift Fund for a tax-deductible cash or in-kind contribution must comply with the Australian Taxation Office ruling as per the current legislation.

17. AMENDMENT of CONSTITUTION and RULES

17.1 This Constitution may be repealed, altered or amended by resolution of three quarters of members present and voting at a General Meeting of which not less than forty-two days written notice including notice of the proposed repeal, alteration or amendment has been distributed to all voting members.

17.2 An Annual General Meeting or Management Committee Meeting may make, repeal or amend Rules for the proper administration of meetings or business provided that not less than forty-two days written notice including notice of the proposed new rule or repeal, alteration or amendment has been distributed to all voting members.

17.3 These Rules and the statement of purposes of the Association must not be altered except in accordance with the Act.

18. WINDING UP OF THE ALLIANCE

In the event of the winding up or the cancellation of the incorporation of the Alliance, the assets must be disposed of in accordance with the provisions of the Act. Any surplus assets remaining after the satisfaction of all debts and liabilities of the Alliance shall be transferred to another organisation in Australia which is a health promotion charity for the purposes of any Commonwealth taxation Act and is entitled to receive tax deductible gifts, as the Committee shall in its sole discretion select.