

# **PROSTATE CANCER ACTION GROUP (S.A.) INCORPORATED**

## **CONSTITUTION**

### **1. NAME**

The name of the Association shall be Prostate Cancer Action Group (S.A.) Incorporated hereinafter called "the Group"

### **2. DEFINITIONS**

"committee" means the committee of management of the Group

"general meeting" means a general meeting of members of the Group convened in accordance with these rules

"member" means a member of the Group

"the Act" means the Associations Incorporation Act 1985

"special resolution" means a special resolution defined within the Act

"month" shall mean a calendar month.

### **3. OBJECTS**

The objects of the Group shall be:-

- 3.1 To promote awareness of prostate cancer, its symptoms and its treatment
- 3.2 To promote the prostate cancer manual for programme facilitators as a basic model of excellence locally and nationally
- 3.3 To enhance our relationships with health professionals and key players in the prostate cancer field
- 3.4 To encourage men to take control of their own health
- 3.5 To assist in the development of effective support groups
- 3.6 To identify, prioritise and reach more of our target group in both metropolitan and rural South Australia, and to ensure sustainable outcomes for those communities
- 3.7 To encourage and lobby for the efficient use of resources at all levels, and to ensure that those resources are distributed equitably and made accessible to all
- 3.8 To source, edit and distribute pertinent information
- 3.9 To facilitate, and participate in, events designed to increase the awareness of prostate cancer in South Australia
- 3.10 To lobby for increased funding for awareness, support and research programmes
- 3.11 To act on behalf of men on issues of major concern relating to prostate cancer.
- 3.12 To do all such other things as may be incidental to the attainment of such objects.
- 3.13 The assets and income of the group shall be applied solely in furtherance of its above mentioned objects and no portion shall be distributed directly or indirectly to the members of the Group except as bona fide compensation for services rendered or expenses incurred on behalf of the Group.

#### **4. POWERS OF THE GROUP**

The Group shall have all the powers conferred by section 25 of the Act.

#### **5. MEMBERSHIP**

5.1 Members shall be persons who have agreed to accept the above objects, paid the prescribed membership fee, if any, and are;

5.1.1 Persons who have been invited by the Committee to join the Group.

5.1.2 Persons who have applied to join the Group, either in writing or in person and who are accepted as members by majority vote of the Committee or of a General Meeting.

5.2 Membership may be suspended by not less than two-thirds majority vote at a Committee or General Meeting

5.2.1 Any suspended member may on not less than 2 weeks' written notice require the suspension to be reconsidered at one subsequent General Meeting.

5.2.2 The Group shall not be required to accept the renewal of membership of a suspended member when renewal next falls due.

5.3 Membership shall cease on:

5.3.1 Resignation in writing delivered to the Secretary or the Chairperson of the Group. Any member so resigning shall be liable for any outstanding subscriptions which may be recovered as a debt due to the Group.

5.3.2 Termination of employment by the Group.

5.3.3 Non renewal of any membership fee within three months of expiry.

5.3.4 Expulsion of a member as prescribed in 5.4

5.4 Expulsion of a member

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

5.4.2 Particulars of the charge shall be communicated to the member at least one month before the meeting of the Committee at which the matter will be determined.

5.4.3 The determination of the Committee shall be communicated to the member, and in the event of an adverse determination the member shall, (subject to 5.4.4 below), cease to be a member within 14 days after the Committee has communicated its determination to the member.

5.4.4 It shall be open to a member to appeal to the Group in General Meeting against expulsion. The intention to appeal shall be communicated to the Secretary or Chairperson of the Group within 14 days after the determination of the Committee has been communicated to the member.

5.4.5 In the event of an appeal under 5.4.4 above, the appellant's membership of the Group shall not be terminated unless the determination of the Committee to expel the member is upheld by members of the Group in General Meeting after the appellant has been heard by the members of the Group, and in such event membership will be terminated at the date of the General Meeting at which the determination of the Committee is upheld.

## 5.5 Subscriptions

- 5.5.1 The subscription fees for membership shall be such sum, if any, as the members shall determine from time to time in General Meeting.
- 5.5.2 The subscription fees shall be payable annually on 1<sup>st</sup>. July or at such other time as the Committee shall determine.
- 5.5.3 Any member whose subscription is outstanding for more than three months after the due date for payment shall cease to be a member of the Group, provided always that the Committee may reinstate such a person's membership on such terms as it thinks fit.

## 5.6 Register of members

A register of members must be maintained and contain:

- (1) the name and current address of each member
- (2) the date on which each member was admitted to the Group; and
- (3) if applicable, the date of, and reason(s) for termination of membership.

## 6. MANAGEMENT COMMITTEE

### 6.1 Powers and duties

- 6.1.1 The affairs of the Group shall be managed and controlled by a Committee which in addition to any powers and authorities conferred by these rules may exercise all such powers and do all such things as are within the objects of the Group, and are not by the Act or by these rules to be done by the Group in General Meeting. The Group shall be entitled to hold real or personal property, open and operate accounts, invest in trustee securities, and enter into any necessary or desirable contract including a contract of employment.
- 6.1.2 The Committee has the management and control of the funds and other property of the Group, provided that the Group must obtain the approval of a General Meeting before borrowing money or securing any payment by charging the property of the Group.
- 6.1.3 The Committee may appoint an Executive of the Office Bearers who shall meet to carry out day-to-day business delegated by the Committee and who shall report to the subsequent Committee meeting.
- 6.1.4 The Committee shall have authority to interpret the meaning of these rules and any other matter relating to the affairs of the Group on which these rules are silent.
- 6.1.5 The Committee shall appoint a Public Officer as required by the Act who shall notify the Corporate Affairs Commission of such appointment and who shall file such other returns and notices as shall be required by law. The Public Officer shall hold office until another person is appointed to the position by the Committee.
- 6.1.6 Committee members shall upon election or nomination become members in their own right. They may express the views and interests of any organisation which they represent, but must vote in the interests of the Group and to carry out its objects.
- 6.1.7 Committee members must not vote in any decision in which they, any member of their immediate family or a close associate have a financial interest and must not use their position to obtain any financial or other advantage for themselves, any family member, or a close associate.
- 6.1.8 The executive shall follow directions on matters voted on by members of the Group.

## 6.2 Appointment

- 6.2.1 The Committee shall be comprised of a chairperson, secretary, treasurer and two other Committee members, who shall be elected by the members at the Annual General Meeting, or failing such election shall be chosen by the committee from its members at a Committee Meeting held within one week following the Annual General Meeting.
- 6.2.2 A Committee member shall be a natural person.
- 6.2.3 A retiring committee member shall be eligible to stand for re-election subject to Clause 6.4.2. All nominations for election or re-election shall be submitted verbally at The Annual General Meeting where the nominee is present. If the nominee is not present, that person's agreement to the nomination must be in writing and lodged with the Secretary at least 24 hours before the meeting.

## 6.3 Committee Meetings

- 6.3.1 The Committee shall meet as often as may be required to conduct the business of the Group and not less than 6 times each calendar year.
- 6.3.2 The quorum shall be at least three committee members.
- 6.3.3 The Chairperson or two other members of the Committee shall have power to call a meeting of the Committee.
- 6.3.4 Notice of meetings shall be given at the previous Committee meeting or by seven days' written notice distributed to all Committee members or in an emergency by such other notice as shall be ratified by the Committee.

## 6.4 Term of Office

- 6.4.1 All offices shall be declared vacant at each Annual general Meeting.
- 6.4.2 No Office Bearer shall hold the same office for more than 3 successive years.
- 6.4.3 An Office Bearer or member of the Committee shall cease to hold such office upon:
  - (A) Resignation in writing
  - (B) Suspension or expulsion as prescribed in Clauses 5.2 and 5.4
  - (C) Absence for three successive Committee meetings without explanation acceptable to the Committee.
  - (D) Majority vote of the Group at a General Meeting that the position will be declared vacant because the duties of the position have not been performed in a proper and acceptable manner PROVIDED THAT notice of motion to declare the position vacant has been given to the members, and that the person the subject of the motion shall be provided with an opportunity to speak on the motion.
  - (E) Disqualified from being a Committee Member by the Act
  - (F) Permanently incapacitated by ill health.

## 6.5 Vacancies

6.5.1 Vacancies unfilled or arising in the Office Bearers or other Committee Members may be filled by the Committee by co-opting members for the unexpired remainder of the term.

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

## 6.6 Sub-Committees

The Committee may appoint sub-committees 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.

## 7. GENERAL MEETINGS

7.1 The Annual General Meeting shall be held at least once in each calendar year and not more than four months after the close of the financial year

7.2 The business of the Annual General Meeting shall be:-

7.2.1 To confirm the minutes of the preceding Annual General Meeting;

7.2.2 To receive the Chairperson's report for the previous financial year;

7.2.3 To receive the Treasurer's report and the audited financial statements for the previous financial year, together with the financial budget for the current financial year;

7.2.4 To elect or re-elect the Committee Members who must consent in person or in writing

7.2.5 To conduct any other business placed on the agenda before the commencement of the meeting.

7.3 A Special General Meeting shall be called by the Secretary within 28 days of receipt of a directive of the Committee or a written request of 3 Committee Members or 6 members specifying the business to be conducted at the meeting.

7.4 Written notice of not more than 28 days and not less than 7 days of all General Meetings shall be distributed to all members of the Group. There shall be not less than six General Meetings and six Committee Meetings per year.

7.5 A quorum at any General Meeting shall be 5 members or two-thirds of the members whichever is the less.

7.6 If at any General Meeting there is no quorum within 30 minutes of the time appointed for the meeting then a majority of members present may decide to adjourn the meeting for a period not exceeding 28 days. The quorum for such adjourned meeting shall be reduced to 3 failing which the meeting will lapse altogether.

7.7 Decisions made by the Executive and members previously voted on by its members shall be confidential.

## **8. VOTING**

8.1 Subject to these rules, every member of the Group has only one vote at a meeting of the Group at which they are present.

8.2 Voting shall be by show of hands except that:

8.2.1 Any contested election at an Annual General Meeting or otherwise shall be by secret ballot;

8.2.2 The meeting may by show of hands require any other vote to be by secret ballot

8.3 Persons with special interests or knowledge relevant to the Group may be invited to attend any meeting and to speak at the discretion of the Chairperson but such persons may not vote.

8.4 Voting by proxy shall not be permitted.

8.5 If a poll is demanded by at least five members, it must be conducted immediately, in a manner specified by the person presiding and the result of the poll is the resolution of the meeting on that question.

## **9. THE SEAL**

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

The seal shall not be used without the express authorisation of the Committee, and every use of the seal shall be recorded in the minute book of the Group. The affixing of the Seal shall be witnessed by two Committee Members including at least one Office Bearer.

## **10. CHAIRPERSON**

10.1 The Chairperson shall chair Executive, Committee and General Meetings except that in the absence of the Chairperson or at the request of the Chairperson or of a majority of a meeting another member may be elected as chairperson for that meeting.

10.2 The Chairperson at any meeting shall have a personal deliberative vote and shall in addition have a casting vote if votes are equal.

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

10.4 The Chairperson of a meeting shall encourage full balanced participation by all members and shall decide on matters of order.

10.5 The Chairperson shall act as Spokesperson unless an alternative Spokesperson has been appointed by the Committee or a General Meeting. The Spokesperson shall make statements in accordance with previously agreed policy, or in an emergency following consultation with at least 2 members of the Committee.

## **11. TREASURER**

11.1 The Treasurer shall ensure that all monies received are paid into accounts authorised by the Committee in the name of the Group. Payments shall be as petty cash or by cheque signed by 2 authorised signatories of whom there shall be no more than 3 appointed by the Committee. Major or unusual expenditures shall be authorised in advance by the Committee or a General Meeting.

11.2 The Treasurer shall ensure that records are kept of all receipts and payments and other financial transactions. Such records shall be available for inspection by any member.

- 11.3 The Treasurer shall ensure that financial budgets and statements are prepared and shall submit a report on the finances to each meeting
- 11.4 The Treasurer shall ensure that annual Financial Statements comprising either an account of receipts and payments and a statement of assets and liabilities, or an account of income and expenditure and a balance sheet shall be prepared following the end of the Group's financial year, which shall commence on 1<sup>st</sup> July and end on 30<sup>th</sup> June unless altered at a General Meeting.
- 11.5 The Treasurer shall ensure that the annual Financial Statements are audited before presentation to the Annual General Meeting by an independent auditor who shall be appointed by the Committee, provided that where the auditor is changed the Treasurer shall so inform the Annual General Meeting in the Treasurer's Report.
- 11.6 The Treasurer shall maintain a register of all assets owned by the Group together with a record of the current whereabouts of each item.

## **12. SECRETARY**

- 12.1 The Secretary shall ensure that notice of meetings is given in accordance with the provisions of this constitution.
- 12.2 The Secretary shall ensure that records are kept of the Group including the constitution and policies, records of members, a register of minutes of meetings and of notices, a file of correspondence, and records of submissions or reports made by or on behalf of the Group.
- 12.3 In the absence of the Secretary or at the request of the Secretary or of a majority of the meeting another member shall be elected as Minutes Secretary.

## **13. EMPLOYEES**

- 13.1 An employee of the Group may be a member of the Group or any sub-committee
- 13.2 A person performing paid work for the Group on a regular substantial basis:
- 13.2.1 Shall not be a member of the Committee unless specifically provided in this constitution or any subsequent amendment; and
  - 13.2.2 Shall not take part in decisions relating to paid work and shall remain absent from deliberations relating to any worker if so requested by a majority of the Committee.

## **14. AMENDMENT OF CONSTITUTION AND RULES**

- 14.1 This constitution may be repealed or amended by resolution of three-fourths of members present and voting at a General Meeting of which not less than 7 days' notice including notice of the proposed repeal or amendment has been distributed to all members. Such notice shall be in written form, or by electronic mail form.
- 14.2 Rules for the proper administration of meetings or business may be made, repealed or amended by a General Meeting or by a Committee Meeting subject to subsequent disallowance at a General Meeting, provided that not less than 7 days' written notice including notice of the proposed new rule, repeal or amendment has been distributed to all members.
- 14.3 Any alterations to these rules shall be registered with the Office of Consumer and Business Affairs, Corporate Affairs and Compliance Branch, as required by the Act.
- 14.4 The registered rules shall bind the Group and every member to the same extent as if they have respectively signed and sealed them, and agreed to be bound by all of the provisions thereof.

## **15. MEDICAL ADVICE NOT AUTHORISED**

The Group does not diagnose, treat or prescribe for any human disease or physical condition, and is not a provider of professional advice.

No member shall administer advice that could be construed as being of a professional nature or in place of medical advice or treatment as recommended by medical professionals.

Any member in breach of this clause will be subject to action under Clause 5.2 (Suspension) and/or Clause 5.4 (Expulsion).

## **16. DISPUTE RESOLUTION**

16.1 The dispute resolution procedure set out in this rule applies to disputes under these Rules between-

- (1) a member and another member
- (2) a member and the Group.

16.2 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.

16.3 If the parties are unable to resolve the dispute at the meeting the parties may choose to meet and discuss the dispute before an independent third person agreed to by the parties.

16.4 In this rule “member” includes any person who was a member not more than six months before the dispute occurred.

## **17. LIABILITY, PROPERTY AND DISSOLUTION**

17.1 Persons who with the authority of the Committee incur any debt or other liability on behalf of the Group shall have such liability met by the Group so that they incur no personal loss.

17.2 The income, property and funds of the group shall be used solely towards the promotion of the objects and shall not be paid or transferred to any members or relatives of members provided that nothing herein 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 Group and without undue preference.

17.3 The Group shall not be dissolved except by approval of not less than three-fourths of the members present and voting at a meeting called for that purpose of which not less than one calendar month’s written notice of the proposed dissolution has been distributed to all members.

17.3.1 In the event of the Group being wound up, any surplus assets remaining after the payment of the Group’s liabilities shall be transferred to another organisation in Australia which is a public benevolent institution for the purposes of any Commonwealth Taxation Act

17.3.2 In addition to the above condition (17.3.1) consideration shall be given to directing such surplus assets to an organisation with similar objects to those of this Group or for charitable objects as shall be approved by the Group.