

# HBLN Constitution

## 1. NAME

The name of the Association is Home Based Learning Network of WA (Inc) hereinafter called the Network.

## 2. DEFINITIONS

In these rules, unless the contrary intention appears-

1. "Annual general meeting" is the meeting convened under rule 11.1;
2. "Committee meeting" means a meeting referred to in rule 13;
3. "Committee Member" means person referred to in paragraph (a), (b), (c), (d) or (e) of rule 13.1;
4. "Convene" means to call together for a formal meeting;
5. "Department" means the government department with responsibility for administering the Associations Incorporation Act 2015;
6. "Financial year" means a period not exceeding 15 months fixed by the Committee, being a period commencing on the date of incorporation of the Association and ending on 31 January; and thereafter each period commencing 1 February and ending on 31 January in the following year;
7. "General meeting" means a meeting to which all Members are invited;
8. "Member" means Member of the Association;
9. "Ordinary resolution" means resolution other than a special resolution;
10. "poll" means voting conducted in written form (as opposed to a show of hands);
11. "Special general meeting" means a general meeting other than the annual general meeting;
12. "special resolution" has the meaning given by section 51 of the Act that is:

A resolution is a special resolution if it is passed by a majority of not less than three fourths of the Members of the association who are entitled under the rules of the association to vote and vote in person or, where proxies or postal votes are allowed by the rules of the association by proxy or postal vote, at a general meeting of which notice specifying the intention to propose the resolution as a special resolution was given in accordance with those rules.

At a meeting at which a resolution proposed as a special resolution is submitted, a declaration by the person presiding that the resolution has been passed as a special resolution shall be evidence of the fact unless, during the meeting at which the resolution is submitted, a poll is demanded in accordance with the rules of the Association or, if the rules do not make provision as to the manner in which a poll may be demanded, by at least 3 Members of the association present in person or, where proxies are allowed, by proxy, or if a poll is held, a declaration by the person presiding as to the result of a poll is evidence of the matter so declared.

13. "the Act" means the Associations Incorporation Act 2015;

14. "the Association" means the Association referred to in rule 1;
15. "the acting Chairperson" means in relation to the proceedings at a committee meeting or general meeting, the person presiding at the committee meeting or general meeting in accordance with rule 12.1
16. "the Commissioner" means the person for the time being designated as the Commissioner under section 153 of the Act;
17. "the Committee" means the Committee of Management of the Association referred to in rule 13.1;
18. "the Chairperson" means the Chairperson referred to in paragraph (a) of rule 13.1;
19. "the Treasurer" means the Treasurer referred to in paragraph (b) of rule 13.1.
20. "the Coordinator" means the Coordinator referred to in paragraph (c) of rule 13.1.

### **3. OBJECTS**

The objects of the Network are:

1. to provide social contact and support for the people involved with home based education;
2. to endeavour to foster close co-operation between those people and the wider community;
3. to obtain or provide any rights, privileges, concessions, facilities, services or amenities for the educational benefit of home based students and their families;
4. to be a non-party-political and non-sectarian organisation.
5. the income and property of the Network shall be applied solely towards the promotion of the objects of the Network and no portion shall be paid or transferred directly or indirectly by way of dividend or bonus to the Members of the Network, or to any person claiming through any of them.

### **4. POWERS**

#### **4.1 Powers of the network**

Subject to clause 4.2, the powers of the Network, in addition to the powers otherwise conferred on it by these rules, shall be:

- a) to make written or oral submissions or representations to any government statutory authority or body, or to any company or organisation, whose affairs or operations affect the welfare or interests of the Network.
- b) to enter into negotiations, agreement or arrangement with any authority or body in order to obtain any rights, privileges and concessions which the Network may think it is desirable to obtain;
- c) to make by-laws, rules or regulations for the control of property or conduct of persons associated with the Network, and to amend, rescind, add to or otherwise alter those by-laws, rules or regulations;
- d) to receive subscriptions or donations, or conduct fundraising activities;

- e) to invest and deal with any of the moneys or funds of the Network that are not immediately required, in any investment for the time being authorised by law for the investment of trust funds;
- f) to appoint, engage, employ, supervise, control, suspend, pay or dismiss such consultants or other employees, as may be necessary or convenient;
- g) to purchase, take on lease, hire, or otherwise acquire any real or personal property or any rights, privileges or concessions that may be deemed necessary or convenient for the attainment of the aims of the Network;
- h) to sell, manage, exchange, improve or otherwise deal with all or any part of the property or any rights, privileges or concessions of the Network;
- i) to take or hold mortgages or otherwise secure the payment of any money due to the Network from the purchasers of or any other person;
- j) to contribute to, subsidise or otherwise assist and take part in the construction, improvement, maintenance, development, management or control of any structures, grounds or works which will directly or indirectly advance the interests of the Network; and
- k) generally to do any other act, matter or thing, or enter into any agreement or arrangement that is incidental to or conducive to the attainment of any of the objects of the Network.

#### **4.2 Powers are Limited.**

Notwithstanding clause 4.1, the powers of the Network do not extend to entering into any form of debt, including but not limited to mortgage of, charge on, or debenture over all or any part of the present or future property of the Network, nor to giving specific advice regarding methods of education.

### **5. INCOME AND PROPERTY**

#### **5.1 Members not to profit**

Subject to clause 5.2, the income and property of the Network shall be applied solely towards the promotion of the objects of the Network and no portion shall be paid or transferred directly or indirectly by way of dividend or bonus to the Members of the Network, or to any person claiming through any of them.

#### **5.2 Remuneration**

Notwithstanding clause 5.1, remuneration may be paid to any person in consideration of services rendered or goods provided to the network, but only when such expenditure is ordered or approved by the Committee.

## **6. MEMBERS, AFFILIATES & ASSOCIATES**

The Network is comprised of three categories, being those of Members, Affiliates, and Associates.

### **6.1 Members**

A Member is any person who:

- a) is actively home educating a child within his or her own family, or has done so in the past;
- b) has paid the annual subscription in accordance with 7.2;
- c) is not indebted to the Network in respect of any subscription or other payment whatsoever; and
- d) is not serving a period of suspension or expulsion from the Network pursuant to clause 10.2.

Any spouse, whether legal or defacto, of a Member, and any children for whom a Member and/or his/her spouse are legally responsible, are entitled to the same benefits as Members of the Network, subject to their compliance with the obligations of Members of the Network, other than:

- A. voting rights at general meetings
- B. requesting special general meetings, and
- C. access to the membership details of the Network.

### **6.2 Affiliates**

An Affiliate of the Network is any person who is:

- a) not necessarily eligible to be a Member in accordance with 6.1 (a), , but wishes to be affiliated with the Network in order to receive publications of the Network and/or otherwise support the Network.
- b) has paid the annual subscription in accordance with 7.2;

Affiliates are not entitled to hold office or vote at an AGM or special meeting, and are not entitled to access the Network's membership details.

### **6.3 Associates**

An Associate of the Network is any person who is invited by the committee to fulfil a specific role, with the extent of any such role and any voting rights applicable to each associate to be determined by the committee.

An Associate is entitled to hold office based on their professional skill set or other capabilities.

Associates are not entitled to access the Network's membership details, except as necessary to fulfil any role on the committee.

## **6.4 Joining Date**

The Network will keep a record of the date a Member joined the association, as part of the register.

## **6.5 Copy of the register**

- a) A Member may inspect the Register in accordance with (section 53) of the Act If the Member satisfies the Committee that the purpose of obtaining a copy of the register is directly connected with the affairs of the association then a copy of the register may be given to the Member.
- b) The association may request a statutory declaration and charge a fee to the Member for providing a copy of the register, the amount to be determined by the Committee from time to time.

## **7. ANNUAL SUBSCRIPTIONS**

### **7.1 Determination of Amount**

The amount of the annual subscriptions and joining fees, for members, for affiliates and for associates, shall be determined by an ordinary resolution of the Annual General Meeting each year.

### **7.2 Payment**

The annual subscription shall be paid to the Network:

- a) in the case of a new Member, on the date he wishes to become a Member; or
- b) in the case of a current Member, on or before the anniversary of the date on which he became a Member, and the amount payable shall be the amount set at the Annual General Meeting immediately prior to the date of payment.

### **7.3 Failure to Pay**

If a Member fails to pay the annual subscription by the anniversary of the date on which he/she became a Member, they shall immediately cease to be a Member.

### **7.4 Membership Deemed to continue**

If a Member who has failed to renew Membership in accordance with clause 7.2 pays their annual subscription before the end of the calendar month following the month in which fell the anniversary of the date on which he became a Member, then their Membership shall be deemed to have been continuous.

## **8. MEMBERSHIP RIGHTS, RESPONSIBILITIES AND PRIVILEGES**

### **8.1 Rights of Members are personal**

Subject to clauses 6.1 and 14.4, every Full Member shall be entitled to full use and enjoyment of the privileges and facilities of the network including, but not limited to, full nomination and voting rights, and the right to hold office subject to clause 6.1.

Subject to clause 6.1, the rights and privileges of every Member are personal to that Member and may not be assigned or transferred to any other person in any manner whatsoever.

## **8.2 Voting rights**

Subject to clauses 8.3 and 12.6, every Member who is present at a meeting or who lodges a valid postal vote is entitled to one deliberate vote on each motion put at that meeting.

## **8.3 Postal, electronic voting**

A postal or electronic vote will be accepted only when:

- a) lodged by a person who is a Member on the date of the relevant meeting;
- a) received by the Coordinator prior to the commencement of that meeting, and
- b) in the form approved from time to time by the network including but not limited to fax, email or any additional electronic format as and when such format becomes available.

## **8.4 Limitation of liability**

The Members of the Network shall have no liability to contribute towards the payment of debts and liabilities of the association or costs, charges and expenses of the winding up of the association except to the amount of any unpaid Membership fees.

## **8.5 Travel Expenses**

Committee members who live more than 160km from the Perth city centre, and who travel to Perth solely in order to attend committee meetings or discharge their duties in the running of the network may request payment of a petrol subsidy towards the cost of said journey according to the current schedule as outlined in the Procedures Handbook.

## **8.6 Register of members**

A register of Members shall be kept by the Network showing the name and postal address or email address of each member. It is the responsibility of each Member to notify the Network of any changes to these details as they occur to ensure that the Membership registry is up to date.

## **8.7 Confidentiality of register**

The Committee shall only disclose the register of Members, or details thereof, where required to by law.

## **8.8 Procedures for disputes**

In the event of a dispute arising between Members (in capacity as Members) or between Member(s) and the association or Member(s) and the Committee the following procedures shall apply;

- a) the parties involved in the dispute shall first endeavour to resolve the matter with the aid of a neutral third party acting as mediator. Should the dispute fail to be resolved the parties concerned will proceed to the second phase of conflict resolution,

- b) wherein each side of the dispute shall nominate a representative who is not directly involved in the dispute. Those representatives shall then attempt to settle the dispute by negotiation;
- c) should the nominated representatives be unable to resolve the dispute within 14 days (or such other period as they may agree upon) the dispute shall be referred to a mutually agreed upon neutral organisation that specialises in outside mediation, the process to be followed until a resolution is secured at the participants' own expense.

## **9. CESSATION OF MEMBERSHIP**

### **9.1 A Member, Affiliate or Associate shall cease to be a Member, Affiliate or Associate of the Network:**

- a) upon delivery of a notice in writing or via email or fax of their resignation to the Coordinator or Chairperson;
- b) on death, except that in the case of the death of a member with a spouse (legal or defacto), membership will be transferred to that spouse on request, subject to his/her eligibility for membership in accordance with clause 6.1, and his/her agreement to comply with the obligations of membership of the Network.
- c) upon occurrence of the event referred to in clause 7.3
- d) upon commencement of the period referred to in clause 10.2,b,, but any cessation of Membership shall not prejudice the rights of the network to recover any annual subscription or to their monies owing, or any other rights that the network may have against the Member or, in the case of death of a Member, their personal representative.
- e) if the Member refuses or neglects to comply with the associations rules or codes.

### **9.2 Cease to be a Member**

The Network shall record the date the Member ceased to be a Member.

## **10. SUSPENSIONS OR EXPULSION**

### **10.1 Notice of proposed Suspension or Expulsion**

If the Committee or the Network considers that a Member should be suspended or expelled from the Network because:

- a) they have failed to comply with the constitution or any by-law or the code of conduct of the Network;
- b) they have, by their conduct, misrepresented the aims of the Network; or
- c) conduct has been detrimental in some way to the interests of the Network, then the Coordinator or Chairperson shall send to the Member concerned a written notice specifying:
  - I. the proposed suspension or expulsion;
  - II. the date, place and time of the Committee meeting at which the question of the suspension or expulsion will be considered;
  - III. particulars of the Member's conduct which is the subject of the notice; and

- ii) particulars of the manner in which they can make personal or written representation to the Committee regarding the proposed suspension or expulsion;  
not less than thirty days prior to the date of that meeting.

### **10.2 Decision of Committee**

At the meeting referred to in clause 10.1.c. II, the Committee shall, after having afforded the Member concerned a reasonable opportunity to make personal or written representation, make a decision regarding the proposed suspension or expulsion from the Network, and the Coordinator or Chairperson shall within seven days send a written notice to the Member concerned specifying:

- a) the decision that was made regarding the suspension or expulsion; and
- b) the period of any suspension or expulsion, which in the case of expulsion shall not end before the date of the following Annual general Meeting and
- c) in the case of expulsion, the Member's right of appeal, and the amount of the non-refundable fee required to cover administrative expenses relating to the general meeting referred to in clause 10.4.

### **10.3 Appeal Against Expulsion**

A Member who is expelled from the Network pursuant to clause 10.2 may appeal to the Network against that decision, provided that written notice of such appeal is received, together with the administrative fee referred to in clause 10.2 (c), by the Coordinator or Chairperson within fourteen days of the date on which the notice referred to in clause 10.4.

### **10.4 Decision of General Meeting**

When a notice of appeal referred to in clause 10.3 is received, a special general meeting of the Network shall be convened in accordance with clause 11.4, and the Network may, after having given the Member concerned reasonable opportunity to make written or oral representation to the meeting, confirm or set aside the decision of the Committee.

## **11. MEETINGS OF THE ASSOCIATION, NOTICE REQUIRED**

### **11.1 Annual General Meeting**

An annual General Meeting of the Network:

- a) shall be convened within the time limits provided for the holding of such meetings by section 50 of the Act, that is, in every calendar year within 6 months after the end of the Association's financial year or such longer period as may in a particular case be allowed by the Commissioner, except for the first annual general meeting which may be held at any time within 18 months after incorporation; and
- b) shall consider the following business in the following order:
  - I. confirm or amend the minutes of the last Annual General Meeting
  - II. receive the Chairperson's report
  - III. receive the Treasurer's report which shall include the balance sheet and statements of account for the preceding financial year; set the amount of the subscription for the following year and



- IV. conduct any other business specified in the notice convening the Annual General meeting.

Written notice of an Annual General Meeting shall be circulated to all Members at least fourteen days prior to the date of the Meeting, and shall state the date, time, place and business of the Meeting.

### **11.2 Committee Meeting**

The date, time and place of each Committee Meeting shall be determined by the previous Committee Meeting. Written notice of such a meeting shall be circulated to all Members at least fourteen days prior to the Meeting, and shall state the date, time, place and business of the Meeting.

### **11.3 Urgent General Meeting**

When special circumstances warrant, the Chairperson may convene an Urgent General Meeting, but not less than two hours notice shall be given and the Committee shall make every reasonable effort to notify all Members who may be able to attend.

### **11.4 Special General Meeting**

The Chairperson:

- a) may at any time convene a special meeting of the Network in respect of a particular issue;
- b) shall, within thirty days of receiving a written request to do so, signed by 20 percent of Members, convene a special meeting for the purpose of dealing with the appeal to which the notice relates.
- c) Subject to clause 11.6, written notice, via any and all electronics means and/or Australia Post, of such a meeting shall be circulated to all Members at least twenty-one days prior to the date of the meeting, and shall state the date, time, place and business of the meeting, and shall either include a form for the lodgement of postal votes or details of where to download said form from the HBLN website.

### **11.5 Special Resolution**

A special resolution must be passed by a General Meeting of the Network to effect the following changes:

- a) a change in the Association's Constitution;
- b) an amalgamation of another association;
- c) to voluntarily wind up the Network and to distribute property,
- d) or other matters which may arise as determined by the Committee that fall under the purview.

A Special Resolution shall be deemed to have passed if at least three quarters of the valid vote are in favour of the resolution.

### **11.6 Members May Convene Special General Meeting**

If the Chairperson fails to convene a special meeting pursuant to clause 11.4 (b), the Members who made the request may convene a special meeting as if they were Chairperson. When a special meeting is convened under this clause:

- a) the Coordinator shall ensure that all Members are notified of the special meeting; and
- b) the Network shall pay reasonable expenses of convening and holding the special general meeting.

### **11.7 Notice of Special Resolution**

Written notice of any meeting at which a special resolution is to be considered shall:

- a) be circulated to all Members at least twenty-one days prior to the date of the meeting;
- b) state the time, date, place and the time of the meeting;
- c) state precisely the wording of the special resolution to be considered at the meeting; and
- d) include a form for the lodgement of postal votes or detailed instructions of where to download on the HBLN website the form to be lodged by either Australia Post or emailed to the Coordinator for postal votes or proxy.

## **12. MEETING PROCEDURES**

### **12.1 The Chairperson of a meeting shall be:**

- a) in the case of the Annual General Meeting, a Special General Meeting, an Urgent General Meeting, or a Committee Meeting, the Chairperson; or
- b) in the absence of the Chairperson or by agreement, any nominated standing committee members at the meeting.

### **12.2 Quorum at meeting**

A quorum at any general meeting of the network shall be three Members present in person, or via any other means as agreed by the Committee, including at least two Committee members of the Network. A Member who holds two positions shall count as one Member for the purpose of constituting a quorum.

### **12.3 Quorum not obtained**

If a quorum is not obtained within 30 minutes of the appointed time set for the meeting, the meeting shall:

- a) if called pursuant to clause 11.1, be adjourned to a time, date and place determined by the Members present;
- b) if called pursuant to clause 11.2, lapse, but a time, date and place for the next committee meeting shall be set by the Members present;
- c) or if called pursuant to clauses 11.3, 11.4, or 11.5, lapse.

#### **12.4 Visitors at meetings**

The Committee may invite one or more visitors to attend any meeting for a specified period, but such visitors may not vote on any matter raised at the meeting, nor be present for the discussion before voting takes place.

#### **12.5 Pecuniary interest**

A Member having any direct, or a Committee Member having any direct or indirect, pecuniary interest in matters pertaining to the running of the Network will be made known to the Committee; where a Committee Member is required to vote on a matter and has indicated previously a pecuniary interest in the matter they will abstain from voting or being present for the discussion and or vote on the matter.

#### **12.6 Ordinary resolution**

Any ordinary resolution shall be carried by a simple majority of the Members present in person, or by conference call, or a simple majority of the total of Members present plus valid postal votes or valid email votes received, but if there is an equal number of votes the Chairperson, or in the Chairperson's absence the acting Chairperson, may have a casting vote in addition to deliberative vote, or the acting Chairperson may defer the decision.

#### **12.7 Special Resolution**

A Special Resolution shall be passed by a majority of not less than three quarters of the total of the Members present, in person or via web conferencing, or as represented by valid postal votes or valid email votes received.

#### **12.8 Declaration of resolution**

At any general meeting a declaration by the Chairperson that a resolution has been carried, and an entry to that effect has been made to the minute book of the proceedings of the Network, shall be conclusive evidence of that fact, unless a poll is demanded.

#### **12.9 A Poll**

A poll may be stipulated by the Chairperson or by three or more of the Members present and, if so stipulated, shall be taken in such manner as the Chairperson directs. A declaration by the Chairperson and witnessed by the Coordinator of the result of the poll is evidence of the matter so declared.

#### **12.10 Minutes of the meeting**

Minutes of the proceedings of every general meeting shall be kept in a minute book, file, or electronic medium as is legally accepted at the time, when signed by the Chairperson and the Coordinator or acknowledged by the chairperson by return email upon receipt of the minutes via email, shall until the contrary is proved, be evidence that:

- a) the meeting was duly convened and held;
- b) all proceedings recorded as having taken place at the meeting did in fact take place; and
- c) all appointments or elections purporting to have been made at the meeting have been validly made.

## **13. COMMITTEE**

### **13.1 Management of Network, Committee Positions**

The management of the network shall be the responsibility of the Committee that shall consist of:

- a) a Chairperson
- b) a Treasurer
- c) the Coordinator and;
- d) such other number of Committee Members as the Network in general meetings shall decide from time to time,

and the duties, responsibilities and requirements of each Committee position shall be determined or amended by the Network.

### **13.2 Powers of the Committee**

The powers of the Committee, in addition to the powers otherwise conferred on it by these rules, shall be:

- a) to control and manage the affairs, property and finances of the Network;
- b) to enforce due observance of the constitution and any regulation or by-laws of the network; and
- c) to make decisions referred to in clause 10.2.
- d) pass a solvency statement not more than 30 days before an AGM

No Committee Member shall make any public statement or comment or cause to be published any words or article concerning the conduct of the Association unless the person is authorised by the Committee to do so and such authority is recorded in the minutes of the Committee Meeting. Further the Committee Member nominated to speak on behalf of HBLN will do so in accordance with the guidelines laid down in the HBLN Procedures handbook referred to in 13.5.

### **13.3 Committee Procedures**

- a) The Committee must meet together for the dispatch of business not less than three times in each year and the Chairperson, or at least half the members of the Committee, may at any time convene a meeting of the Committee.
- b) Each Committee member has a deliberative vote.
- c) A question arising at a Committee meeting must be decided by a majority of votes, but, if there no majority, the person presiding at the Committee meeting will have a casting vote in addition to his or her deliberative vote.
- d) At a Committee meeting three Committee members constitute a quorum.
- e) Subject to these rules, the procedure and order of business to be followed at a Committee meeting must be determined by the Committee members present at the Committee meeting.
- f) As required under sections 42 and 43 of the Act, a Committee member having any direct or indirect pecuniary interest in a contract, or proposed contract, made by, or in the contemplation of, the Committee (except if that pecuniary interest exists only by virtue of the fact that the member of the Committee is a member of a class of persons for whose benefit the Association is established), must-
  - I. as soon as he or she becomes aware of that interest, disclose the nature and extent of his or her interest to the Committee; and
  - II. not take part in any deliberations or decision of the Committee with respect to

that contract.

- g) Sub-rule (f) does not apply with respect to a pecuniary interest that exists only by virtue of the fact that the member of the Committee is an employee of the Association.
- h) The Coordinator must cause every disclosure made under sub-rule (f) by a member of the Committee to be recorded in the minutes of the meeting of the Committee at which it is made.

#### **13.4 Register of Committee Members and other authorised persons**

The Coordinator shall comply with section 58 of the Act by overseeing the maintenance of a record of -

- a) the names and residential or postal addresses of the persons who hold the offices of the Association provided for by these rules, including all offices held by the persons who constitute the Committee and persons who are authorised to use the common seal of the Association under rule 22; and
- b) the names and residential or postal addresses of any persons who are appointed or act as trustees on behalf of the Association, and the Coordinator must, upon the request of a member of the Association, make available the record for the inspection of the member and the member may make a copy of or take an extract from the record but will have no right to remove the record for that purpose;

#### **13.5 Procedures Handbook**

The Procedures Handbook outlines the Network's policies, guidelines and procedures for the Committee and the Network. Amendments or inclusions to the handbook must be passed by a quorum of the Committee as for a Committee Meeting, either at a Committee Meeting or via email.

### **14. ELECTION OF COMMITTEE MEMBERS**

#### **14.1 Positions on the Committee**

A detailed description of the roles and responsibilities of Committee Members will be kept in the Procedures Handbook.

The normal term of office for all Committee members shall be one year, but all positions become vacant at the Annual General Meeting. All Committee members may nominate for re-election at the Annual General Meeting. A position shall otherwise be deemed vacant only in accordance with section 15.

Where an office-bearer position on the Committee (ie. Chairperson, Treasurer) becomes vacant during the course of the year, written notice shall be circulated to all Members,

inviting nominations for any such position/s, giving at least 14 days notice of the closing date for such nominations. Nominations may also be invited from Associates, at the discretion of the committee. Each nomination received shall be assessed by the Committee for suitability in accordance with the Procedures Handbook.

- a. In the event of only one suitable nomination being received by the closing date, the Committee may appoint that nominee to the relevant position.
- b. In the event of no suitable nominations being received, the Committee may recruit and appoint a suitable Associate to the position or assign the duties to existing committee members and/or employees.
- c. In the event of multiple suitable nominations being received, selection shall be referred to a General Meeting, the timing of which shall be set by the Committee.

Additional Committee Members (including filling of vacancies for non-office-bearer positions) may from time to time be co-opted from the members of the Association by a majority of the other members of the Committee, or elected at a Special General Meeting.

#### **14.2 Entitlement to vote**

Only Members in accordance with clause 6.1, and Associates with voting rights in accordance with clause 6.3, in either case also having attained the age of 18 years, are entitled to vote on an election of Committee Members.

#### **14.3 Returning officer and scrutineer**

The network shall appoint a returning officer and a scrutineer at each meeting at which an election is held. Such returning officer and scrutineer shall not be candidates for election.

#### **14.4 Eligibility to hold a Committee position**

To be eligible for election to a Committee position a person:

- a) Must be a Member of the network in accordance with clause 6.1 or an Associate with voting rights in accordance with clause 6.3;
- b) Must have attained the age of 18 years; and
- c) Must nominate or be nominated for the position a manner approved by the Network.

#### **14.5 Election if one nomination**

If only one person is nominated for any position on the Committee, he shall be declared elected to that position by the returning officer only if the appointment is ratified by the Members present at that meeting.

#### **14.6 Nomination for a Committee position**

Any full Member or Associate who is eligible for election:

- a) may nominate or be nominated for more than one position on the Committee;
- b) should indicate preferred position in the event that other nominations are received for all the positions for which he/she has nominated; and
- c) should indicate his/her preferred Committee position in the event that his/hers is the only nomination received for more than one position for which he/she has nominated.

### **14.7 Sequence of elections**

Elections for the positions on the Committee shall be conducted in the order determined by the returning officer provided that:

- a) Any positions attracting only one nomination shall be finalised in accordance with clauses 14.5 and 14.6 before those requiring polls;
- b) Once a member has been declared elected to one position, they shall cease to be a candidate for any remaining vacant positions
- c) If more than one candidate remains for a position, there shall be an election by poll in respect of that position.

### **14.8 First past the post system**

Where an election is necessary pursuant to clause 14.7 (c), a poll shall be conducted in the following manner:

- a) Ballot papers will be distributed to all persons present at the meeting who are entitled to vote;
- b) Members will confidentially mark ballot papers, in a manner stated by the returning officer, to indicate preferred candidate;
- c) The ballot papers will be collected by the returning officer in a suitable container;
- d) The returning officer will count and distribute the number of votes for each candidate with the candidate receiving the highest number of votes elected; and
- e) Where there is an equal division of votes between the two leading candidates, a further vote shall be taken by all present, in the event of a further draw between the remaining two candidates the ballot shall be decided by the returning officer drawing lots.

### **14.9 Vacant Committee position**

When no nomination is received for a Committee position, or where a nomination is not ratified in accordance with clause 14.6 that position shall be declared vacant unless the previous incumbent wishes to continue to hold that position and the Committee ratifies the decision.

## **15. VACATION OF POSITION BY COMMITTEE MEMBER**

### **15.1 Position Declared Vacant**

A Committee position shall be declared vacant if the holder of that position;

- a) resigns by notice in writing
- b) ceases to be a Member of the Network
- c) is absent without the Committee's leave for three consecutive meetings;
- d) dies; or
- e) is removed from that office by a resolution of the Network in accordance with clause 15.2, or in accordance with clause 10.

## **15.2 Removal of Committee Member**

The Network may, by a resolution passed at any meeting of the Network:

- a) immediately suspend any Committee Member from their position on the Committee, provided that any subsequent removal from their position is dealt with in the manner outlined in clause 15.2 (b); or
- b) remove any person holding a position on the Committee at any time during the period for which that person holds the position, provided that:
  - I. notice of the motion to remove the Committee Member is given in the notice calling the general meeting;
  - II. the Committee Member is sent written notice of the motion at least fourteen days before the meeting; and
  - III. the Committee Member is given the right to make personal or written representation to the general meeting before the motion is put to the vote.
  - IV. any subsequent suspension or expulsion from the Network must be dealt with as outlined in clause 10.

## **15.3 Filling a Vacant Position**

Any Committee position declared vacant pursuant to clause 15.1 shall be filled in accordance with clause 14.1..

## **15.4 Acts Notwithstanding Vacancy**

The Committee may act notwithstanding if a vacancy exists in any position on the Committee.

## **16. SUB-COMMITTEES**

### **16.1 Appointment of sub-Committee**

The Network may, by a resolution of a Committee Meeting delegate any of its powers except the power of delegation, to sub-Committees comprising Members and/or Associates of the Network. Each sub-Committee may act only for the purpose for which it was appointed and within the powers conferred on it by the Network, and shall report regularly to and be responsible to the Network. No act of any sub-Committee shall be binding on the Network until ratified by a meeting of the Network, except that a sub-Committee may incur expenditure within the financial limit (if any) conferred on it by the network for the purposes for which it was appointed.

### **16.2 Altering, Dissolving Sub-Committees**

Any meeting of the Network may change the Members comprising any sub Committee, and each sub-Committee shall be dissolved by the Network when the task for which it was appointed is completed.



## **17. NOTICES**

### **17.1 Circulation to all Members**

Any notice required to be circulated to all Members in accordance with clauses 11.1, 11.2, 11.4 and 11.6 shall have been considered circulated to all Members on the date of an email notification to Members individual email address or via Australia post for those without a registered email address, that contains the information required to be put into a notice.

Such notices shall also be published on the HBLN website and advertised on any active social media pages of the Network.

### **17.2 Service on a Member**

Any notice required to be sent to a Member in accordance with clauses 10.1, 10.2, and 15.2 shall be:

- a) handed to a Member personally; or sent by post to the address on the Members registry, or by email with a reader request receipt, to the address registered on the Membership file.
- b) a notice sent in accordance with clause 17.2 shall be considered to have been received by the Member seven days after it was posted or upon receipt of return reader receipt for email notification.

## **18. COMMON SEAL**

The network shall have a common seal on which its corporate name shall appear in legible characters. It shall be kept in a safe custody of the Coordinator and shall be affixed only to documents as authorised by a special resolution of the Network. Any two officers of the Network shall countersign affixation of the seal and the Coordinator shall keep a record of all documents to which the seal is affixed.

### **18.1 Use of the Common Seal**

Every use of the common seal must be recorded in the Committee's minute book.

## **19. INSPECTION OF CONSTITUTION**

Any Member may at any reasonable time and without charge inspect a copy of the constitution, the books, documents, records and securities of the Network.

## **20. CHANGE OF CONSTITUTION**

The Association may alter or rescind these rules, or make rules additional to these rules, by special resolution only and by otherwise complying with Part 3 Division 2 of the Act.

These rules bind every member and the Association to the same extent as if every member and the Association had signed and sealed these rules and agreed to be bound by all their provisions.

## **21. INDEMNITY**

### **21.1 Members Bound by Constitution, decisions of the Network**

The constitution binds every Member, Affiliate, Associate, and the Network to the same extent as if every Member, Affiliate, Associate, and the Network has signed and sealed these rules and agreed to be bound by all provisions, and every Member, Affiliate and Associate sealed these rules and agreed to be bound by all provisions, and every Member, Affiliate and Associate shall be bound by the decisions of the Network, or, in the case of a decision made pursuant to clause 10.2, by the Committee.

### **21.2 Member not Liable**

No Member, Affiliate or Associate of the Network shall be liable for the acts of any other Member, Affiliate or Associate, or for any loss or damage or expense suffered or incurred by the Network unless the same is caused by their own wilful act, neglect or default.

### **21.3 Indemnification of Member**

Every Committee Member, Member, Affiliate or Associate of the Network shall be indemnified out of the funds of the Network against any losses, costs or expenses incurred by them in the discharge of their duties to the Network, except where such losses, costs and expenses are incurred by own wilful act, neglect or default.

## **22. DISSOLUTION**

### **22.1 Dissolution of Network**

The Network may be dissolved or wound up voluntarily by a special resolution passed at a general meeting of the Network.

### **22.3 Distribution of Assets**

If upon the winding up or dissolution of the Association there remains after satisfaction of all its debts and liabilities any property whatsoever, the same must not be paid to or distributed among the members, or former members. The surplus property must be given or transferred to another association incorporated under the Act which has similar objects and which is not carried out for the purposes of profit or gain to its individual members, and which association shall be determined by resolution of the members.

### **22.4 Electronic Assets**

Where the Network has been dissolved and the assets disbursed to another group, should that group not wish to retain the electronic media associated with the Network such as the HBLN website, Facebook, Twitter and or any other such electronic media as may be in usage by the Network at that time, then the Chairperson and/or appointed Members of the Committee are authorised to finalise these sites.

## **23. ELECTRONIC AND INTELLECTUAL PROPERTY ASSETS INCLUDING COPYRIGHTS AND TRADEMARKS**

### **23.1 Ownership**

Where an individual or group provides designs, information or is contracted to create electronic

mediums on behalf of the Network, it shall be deemed that the creator is the owner of all intellectual, electronic and copyrights rights, unless specially commissioned by the Network in a formal written agreement prior to the provision of these services to provide these services with the intent of the Network retaining these rights; such agreement to be held by the Coordinator.

### **23.2 Control**

The Network will retain the right to decide how work owned by the Network will be reproduced and/or communicated, including the Copyright, licence or prohibition of use of work by another party.

### **23.3 Permission for use**

Any registered trademarks, pictures, words or symbols that identify goods or services, including logos, labels, marketing mascots, banners, catch lines or emblems identified with or belonging to the Network shall not be reproduced without permission of the Network.

### **23.4 Register**

The IP register is to be kept and held by the Network Coordinator.

## **24. HBLN SCHOLARSHIP FUND**

### **24.1 Provision**

Is made for the creation of a Scholarship fund at a future point in time yet to be determined known as the Home Based Learning Scholarship Fund;

- a) The purpose of the Fund will be to provide annual scholarships to the children of Members who have made significant achievements or contributions in a field, to enable them to undertake further training in that area, and for the Network to gather examples of excellence in home-educated students, to be decided on an annual basis by a sub Committee appointed by the main Committee;
- b) The Committee will be able to donate monies as it sees fit to the Fund. Members will be encouraged to make donations to the Fund as will Members of the general public;
- c) A sub-Committee of management of no fewer than four persons will administer the fund. The sub-Committee of management for the fund will be appointed by the Committee of the Network, and will have authority to fundraise on behalf of the Fund in any manner they deem fitting, that does not bring the Network into disrepute
- d) A separate bank account shall be maintained to deposit money donated to the fund, including interest accruing thereon, and gifts that are to be kept separate from other funds of the Network.
- e) Receipts shall be issued in the name of the Network, noting designation for the Fund, and proper accounting records and procedures are to be kept and used for the Fund, the funds to be operated on a not for profit basis.

### **24.2 Award**

Scholarships will be awarded on an annual basis dependent on the funding available at that time and according to suitable and deserving candidates applying for the scholarships; with no correspondence being entered into once a decision has been made.

### **24.3 Scholarship categories**

Scholarship categories will cover the fields of Science, Writing, Sport, Art, Community Service

and Music. with any candidate having received a scholarship becoming ineligible to apply for any future funding under the scheme.

## **25. FUNDS AND ACCOUNTS**

### **25.1 Bank Account**

Subject to the requirements of clause 24.1(d), the funds of the Association must be kept in an account in the name of the Association, in a financial institution determined by the Committee.

### **25.2 Use of funds**

Subject to any resolution passed by the Association in General Meeting, the funds of the Association are to be used in pursuance of the objects of the Association in a manner determined by the Committee;

### **25.3 Authorisation of payments**

All cheques, electronic payments and other negotiable instruments of the Association must be authorised by:

- a) any two Committee Members; or
- b) one Committee Member and a person authorised by the Committee.
- c) all expenditure must be approved or ratified at a Committee Meeting or via email.

## **26. SOURCE OF ASSOCIATION FUNDS**

### **26.1 The funds of the Association are to be derived from:**

- a) joining fees of Members;
- b) annual Membership fees of Members;
- c) donations; and
- d) any other sources approved by the committee.

### **26.2 Recording and handling of transactions**

The Association must, as soon as practicable:

- a) deposit all money received by the Association, to the credit of the Association's bank account; and
- b) after receiving any money, issue an appropriate receipt.
- c) if applicable, must present a copy of the auditor's report to the Association in relation to the Financial Statements for that Financial Year;
- d) must present the Solvency Statement.

## **27. FINANCIAL YEAR**

### **27.1 Period**

The Association's Financial Year will be the period of 12 months commencing on 1 February and ending on 31 January of each year.

### **27.2 Accounting Records and Financial Statements**

The Association must keep Accounting Records for at least 7 years in accordance with the Act

for the Purposes of:

- a) preparing true and fair Financial Statements of the Association; and
- b) where feasible, properly auditing the Financial Statements of the Association,

The Association must prepare the annual Financial Statements of the Association before the AGM each year in accordance with the Act.

## **28. RETURNING THE BOOKS OF THE ASSOCIATION**

### **28.1 Outgoing Committee Members**

Each outgoing Committee Member is responsible for transferring all relevant assets and records to the new Committee, and if authorised as a bank account signatory must also sign the relevant bank form to cancel such authorisation, within 14 days of ceasing to be a Committee Member.

## **29. CHAIRPERSON**

The Chairperson shall –

- a) chair all meetings or for a particular meeting ensure the task is delegated to a suitable person.
- b) provide leadership to the Committee in its policy making, strategic and financial planning, organisational priorities and governance concerns.
- c) act as a partner with the Coordinator in achieving the objects of the Association.
- d) perform such other duties as are imposed by these rules and the detailed position description in the Policies and Procedures manual, on the Chairperson.

## **30. TREASURER**

The Treasurer shall-

- a) comply on behalf of the Association with sections 66, 68 and 70 of the Act with respect to the accounting records of the Association by-
  - I. ensuring such accounting records correctly record and explain the financial transactions and financial position of the Association;
  - II. ensuring its accounting records are kept in such manner as will enable true and fair accounts of the Association to be prepared from time to time;
  - III. ensuring its accounting records are kept in such manner as will enable true and fair accounts of the Association to be conveniently and properly audited; and
  - IV. submitting to members at each annual general meeting of the Association accounts of the Association showing the financial position of the Association at the end of the immediately preceding financial year.
- b) whenever directed to do so by the Chairperson submit to the Committee a report, balance sheet or financial statement in accordance with that direction;
- c) be responsible for the safe custody of all securities, books and documents of a financial nature and accounting records of the Association
- d) perform such other duties as are imposed by these rules and the detailed position description in the Policies and Procedures manual, on the Treasurer.

### 31. COORDINATOR

The Coordinator shall –

- a) be responsible for overseeing the implementation of the objects of the Association in co-ordination with and under the authority of the Committee.
- b) act with authority from the Committee to manage the organisational affairs of the Association.
- c) be appointed by the Committee at such salary and upon such terms and conditions as shall be determined in writing by the Committee.
- d) be responsible for the day to day operation of the Association.
- e) implement the Associations policies
- f) provide timely and accurate reports, information and advice relevant to the Committee's functions
- g) provide an up to date report of the Associations financial position.
- h) be a member of the Committee with voting rights
- i) contribute to the formulation of the agenda at Committee meetings
- j) the Coordinator has the power to spend money within the restraints and guidelines of the budget as determined by the committee and as outlined in the policies and procedures manual.
- k) co-ordinate the correspondence of all meetings
- l) keep full and correct minutes of the proceedings of the Committee and of the Association or for a particular meeting delegate the task to a suitable person
- m) comply on behalf of the Association –
  - I. with section 53 of the Act with respect to the register of members of the Association, as referred to in rule 6;
  - II. section 35 of the Act by keeping and maintaining in an up to date condition the rules of the Association and, upon the request of a member of the Association, must make available those rules for the inspection of the member and the member may make a copy of or take an extract from the rules but will have no right to remove the rules for that purpose; and
  - III. with section 58 of the Act by maintaining a record of -
    - A. the names and residential or postal addresses of the persons who hold the offices of the Association provided for by these rules, including all offices held by the persons who constitute the Committee and persons who are authorised to use the common seal of the Association under rule 18; and
    - B. the names and residential or postal addresses of any persons who are appointed or act as trustees on behalf of the Association, and the Coordinator must, upon the request of a member of the Association, make available the record for the inspection of the member and the member
    - C. may make a copy of or take an extract from the record but will have no right to remove the record for that purpose;
- n) unless otherwise determined by the committee oversee custody of all books, documents, records and registers of the Association, including those referred to in paragraph (c) but other than those required by rule 30 to be kept and maintained by, or in the custody of, the Treasurer; and
- o) perform such other duties as are imposed by these rules and the detailed position description in the Policies and Procedures manual, on the Coordinator.

## **Approval of Constitution**

This Constitution was passed by majority vote at the Annual General Meeting of HBLN members held on Sunday, 5 May 2019, at East Victoria Family & Community Centre, Kent St, East Victoria Park.