

# GRAI



GLBTI Rights in Ageing Incorporated

## **Rules of Gay, Lesbian, Bisexual, Transgender & Intersex Rights in Ageing (GRAI) Incorporated**

**As amended 28/10/2018**

*This is the annexure of 17 pages  
marked "A" referred to in Form 5  
signed by me and dated 28/10/18*

## ISSUE HISTORY

| Version Date | Revision Details  |
|--------------|---|
| 12/7/2005    | Initial adoption of Rules at Inaugural General Meeting  |
| 21/3/2006    | Amendment of Rules 1.1 & 14.4 at Special General Meeting  |
| 13/8/2013    | Amendment of Rules as agreed at Special Meeting held 27.7.13 as follows: 1. Change of Name; amend 6.1; insert new 6.5 & 6.6; renumber remaining clauses in section 6; amend 9.4; insert new clause 9.21; amend 16.2 & 16.3.   |
| 20/10/13     | Amendment of Rules as agreed at the AGM held 20.10.13 as follows: amend 2.2,2.3.2.4; move 4.1 to become 2.6; delete section 4; renumber document from point 4 onwards; amend 6.10 (now 5.10); insert 9.22 (now 8.22); insert new clause 23.3 (now 22.3)   |
| 31/10/15     | Amendment of Rules as agreed at the AGM held 31.10.15 as follows: amend 12.1 to read within 4 months instead of within 3 months   |
| 11/3/16      | Amendment of Rules as agreed at the General Meeting as follows: amend 24.1 a) change <i>or</i> to <i>and</i> ; change 10.3 (g); remove 10.3 (h); amend all changed numbering throughout the document; remove Rule 11 Board Term of Office as covered elsewhere in document; remove Rule 21 as covered elsewhere in document |
| 28/10/18     | Amendment of Rules as agreed at the AGM held 28/10/18 as follows: amend 9.2 re: sub-committees; amend Rules to meet requirements Associations Incorporations Act 2015   |

## **1. NAME**

The name of the organisation is Gay, Lesbian, Bisexual, Transgender & Intersex Rights in Ageing (GRAI) Incorporated, hereinafter referred to as GRAI.

## **2. OBJECTS OF ASSOCIATION**

The objects of GRAI are:

- 2.1. To foster the creation of accessible and sustainable retirement living, aged care and community services that specifically cater for the needs of older people of diverse sexualities and gender identities;
- 2.2. To promote and advocate a greater understanding of health issues relating to older people of diverse sexualities and gender identities;
- 2.3. To promote and advocate the pursuit of excellence in health care, retirement and aged care services for older people of diverse sexualities and gender identities;
- 2.4. To promote and advocate retirement and aged care services and resources that foster confidence, self worth and well being for older people of diverse sexualities and gender identities;
- 2.5. To raise awareness of discrimination and isolation faced by older people of diverse sexualities and gender identities in relation to provision of retirement and aged care accommodation and services;
- 2.6. The assets and income of the organisation shall be applied solely to further its objects and no portion shall be distributed directly or indirectly to the members of the organisation except as genuine compensation for services rendered or expenses incurred on behalf of the organisation.

## **3. POWERS**

For the purpose of carrying out its objects of association, GRAI will have power:

- 3.1. To raise, spend and invest money and to transact such financial business as may be necessary to carry out its objects;
- 3.2. To purchase, take on lease or in exchange, hire or otherwise acquire any real or personal property and to sell, let or mortgage it;
- 3.3. To engage and dismiss employees;
- 3.4. To enter into contracts;
- 3.5. Generally to act in any other manner authorised by the Rules or necessary or convenient for giving effect to them.

## **4. INTERPRETATION**

- 4.1. Except where the Rules specify otherwise, motions will be carried by a simple majority. A simple majority is deemed to be an affirmative vote greater than 50% of the members voting.
- 4.2. The Board will be responsible for the interpretation of the Rules and Code of Practice.

- 4.3. No defect in the election of any member of the Board will invalidate any act or decision made by the Board or a member thereof.

## **5. MEMBERSHIP**

- 5.1 There will be three forms of membership of GRAI, namely individual membership, non-profit organisation membership and profit-based corporate membership.
- 5.2 Individual membership will be open to persons who support the aims and objects of GRAI as laid down in the Rules.
- 5.3 Non-profit organisation membership will be open to organisations that support the aims and objects of GRAI as laid down in the Rules and are incorporated on a not-for-profit basis.
- 5.4 Profit-based corporate membership will be open to organisations that support the aims and objects of GRAI as laid down in the Rules.
- 5.5 Where deemed appropriate the GRAI Board can issue a Life Membership to an individual in recognition of their contribution to GRAI.
- 5.6 Where it is of benefit to GRAI, the GRAI Board can nominate a Not-for-Profit organisation to engage in a reciprocal membership arrangement.
- 5.7 Applications for membership and membership renewal will be in writing in such form as the Board may direct from time to time and shall be accompanied by the membership fee set under Rule 7.1. Approval of applications is determined by a vote of the Board and may be accepted or rejected at the Board's discretion. An unsuccessful applicant will have their membership fee returned.
- 5.8 An unsuccessful applicant will have a right to appeal to a General Meeting.
- 5.9 Each individual member will have only one vote. Where members have joined as a couple, each person is considered an individual member and will be entitled to one vote. Corporate or non-profit organisation members will have no voting powers whatsoever.
- 5.10 Membership will commence on the Board's acceptance of an application for membership.
- 5.11 Membership falls due on August 1 of each year and must be renewed within 90 days otherwise membership will lapse, except that any membership accepted after April 30 in any year shall be considered as fully paid until August 1 of the following year.

## **6. TERMINATION OF MEMBERSHIP**

- 6.1 A person's membership of GRAI will cease by:
  - a) receipt of that person's written resignation by the Secretary; or
  - b) a majority vote of the Board, in accordance with the Rules; or
  - c) failure to pay the membership fee or renewal within the prescribed period.
- 6.2 A person whose membership is terminated by vote of the Board will be notified in writing.

- 6.3 A General Meeting called to consider the Board's decision may reverse such decision by a majority vote, provided that the General Meeting takes place within thirty days of the notice of termination being sent by the Board.
- 6.4 When a person ceases to be a member they remain liable for outstanding fees

## **7. MEMBERSHIP FEES**

- 7.1 The Board will each year decide on the level of fees for individual, non-profit organisation and profit based corporate membership.

## **8. GRAI BOARD**

- 8.1 GRAI aspires to have a board that is representative of the diversity of the community it seeks to represent.

GRAI will be managed by the Board which will consist of

- a) Eight elected Board members; and
  - b) Up to three community representatives appointed by the Board who have the knowledge, skills and interests to assist the Board develop and promote the Objects of GRAI.
- 8.2 At the first Board meeting after the AGM or as necessary after any change to the composition of the Board, the Board will appoint from within its elected members a Chair, Deputy Chair, Secretary and Treasurer.
  - 8.3 The Treasurer must be an appropriately skilled person.
  - 8.4 No person can hold the same Board executive position for more than three consecutive terms.
  - 8.5 A term is defined as a two-year period for the individual members and one year for the community representatives.
  - 8.6 A person is elected or appointed to the Board for a term. If, during that time, a vacancy on the Board is created by an elected member resigning or through their membership terminating, the Board may appoint a person to fill the vacancy until such time (not to exceed six months) as it is practical to conduct an election at a General Meeting to fill the Board position with an elected member. The Board may appoint a replacement community representative at any time.
  - 8.7 Following its inaugural year of operation, the members of the GRAI Board will hold their positions for a full term. Seven (7) positions, being four (4) elected members and the three (3) appointed community representatives will fall vacant annually.
  - 8.8 In its inaugural year, the last elected half of the elected Board members will be elected for half a term (1 year) only. At the second AGM, those positions that have been allocated as half term positions fall vacant and are open to nominations. Once this has occurred, all positions are appointed for a full term with seven (7) positions falling vacant annually as each term is completed.

- 8.9 The quorum for a Board meeting will be calculated by dividing the number of filled positions by two and taking the next higher whole number, and will include the Chair or Deputy Chair or Secretary.
- 8.10 Where the position of the Chair falls vacant, or the Chair is unable to act in that capacity, the Board will appoint one of its members to be Acting Chair. Such person will exercise the powers of the Chair until such time as the vacancy is filled, the Chair is again able to act, or another person is appointed to act, as the case may be.
- 8.11 Board meetings will be held at least once every two months and will be open to all members of GRAI except where the Board resolves otherwise by a two-thirds majority of those Board members present. Persons who are not Board members cannot vote at Board meetings but may speak by invitation.
- 8.12 Board meetings will be chaired by the Chair, or in the Chair's absence by the Deputy Chair, or in the Deputy Chair's absence, by the Secretary.
- 8.13 The Secretary will
- a) co-ordinate the correspondence of GRAI;
  - b) keep full and correct minutes of the proceedings of the Board and of GRAI;
  - c) comply on behalf of GRAI with
    - i. section 53 of the Associations Incorporation Act 2015 in respect of the register of members of GRAI;
    - ii. section 35 of the Associations Incorporation Act 2015 in respect of the Rules of GRAI; and
    - iii. section 58 of the Associations Incorporation Act 2015 in respect of the record of the office holders, and any trustees, of GRAI;
  - d) have custody of all books, documents, records and registers of GRAI, including those referred to in paragraph (c), other than those required by clause 8.14 to be kept and maintained by, or in the custody of, the Treasurer; and
  - e) perform such other duties as are imposed by the Rules on the Secretary.
- 8.14 The Treasurer will
- a) be responsible for the receipt of all moneys paid to or received by, or by him or her on behalf of, GRAI and will issue receipts for those moneys in the name of GRAI;
  - b) pay all moneys referred to in paragraph (a) into such account or accounts of GRAI as the Board may from time to time direct;
  - c) make payments from the funds of GRAI with the authority of a general meeting or of the Board and in so doing ensure that all cheques are signed in accordance with Rule 15.4;
  - d) comply on behalf of GRAI with sections 66, 67, 68, 69, 70 and 156 of the Associations Incorporation Act 2015 in respect of the financial records of GRAI;
  - e) whenever directed to do so by the Chair or Board, submit to the Board a report, balance sheet or financial statement in accordance with that direction;

- f) have custody of all securities, books and documents of a financial nature and accounting records of GRAI, including those referred to in paragraphs (d) and (e); and
  - g) perform such other duties as are imposed by the Rules on the Treasurer.
- 8.15 A Board member may have his or her position declared vacant by a majority vote of a General Meeting called for the purpose of debating such a resolution.
- 8.16 A Board member whose membership of the Board is terminated by vote will be so notified in writing.
- 8.17 A Board member may submit a written resignation to the Board. The resignation will be effective upon acceptance by the Board, which will declare that position a casual vacancy.
- 8.18 The responsibilities of the members of the Board will be set out in the Board's Code of Conduct.
- 8.19 Staff members, members of the Board and members acting under authority of the Board will be indemnified by GRAI against all actions, suits, claims, demands, costs, damages and expenses which any such member may incur or be liable to by reason of any contract entered into, or any act or deed done by him or her as such member in the proper discharge of duties or in any way relating thereto, except such as may happen through his or her own wilful act or default,
- 8.20 If a member of the Board misses more than three (3) consecutive Board meetings, or three (3) meetings in a financial year without apology or reasonable excuse, the Board can then declare a casual vacancy.
- 8.21 The Board may grant a leave of absence of up to six months to an existing Board member upon the request of that member without that member losing their position on the Board.
- 8.22 Where a Board member has been granted a leave of absence, the Board can choose to co-opt another member to fill the Board position in a temporary capacity.

## **9. POWERS OF BOARD**

- 9.1 Subject to the Rules and any Policy of the Board, the Board will be responsible for and have the entire control and management of the affairs and property of GRAI, and may act in all matters in such manner as appears to the Board to be best calculated to promote the objects of GRAI.
- 9.2 The Board may establish subgroups and committees from time to time, both in regards to the Board itself and to GRAI as an association, the objectives and powers and membership of which may be set out in the relevant subgroup or committee's Policy. In respect of Board sub-groups and committees, the ultimate decision making power will rest with the Board, and in respect of subgroups and committees outside the Board, decision-making power will rest as determined by the relevant Policy.
- 9.3 The establishment of Policy will be the sole responsibility of the Board, and such Policy will define the direction and day-to-day activities of GRAI.

- 9.4 The Board shall have the power to set Standing Orders for the conduct of Board and General Meetings, subject to these rules.

## 10. ELECTIONS

- 10.1 The Annual General Meeting (“AGM”) will elect members of the Board from amongst the validly nominated candidates:
- 10.2 The outgoing Board may nominate up to two (2) members of GRAI to stand for Board election. Such persons will be deemed to have been validly nominated for election to the Board.
- 10.3 The method of election used at any General Meeting will be as set out below:
- a) A Returning Officer will be appointed at the Annual General Meeting to act for the full year. In the event of a vacancy, the Board will appoint a replacement.
  - b) The Returning Officer will not be a candidate for election.
  - c) The Returning Officer will accept and close nominations, and will reject any invalid nominations.
  - d) All candidates other than those nominated by the Board must have a nominator and a seconder.
  - e) Nominations will be submitted in writing to the Returning Officer seven (7) days prior to the election; except at the Inaugural General Meeting, where the chair will accept nominations from the floor.
  - f) The candidate(s), nominator(s) and seconder(s) must be financial members at the time of nomination.
  - g) Voting will be by secret ballot.
    - i. Where the number of valid nominations is less than or equal to the number of vacancies, each candidate will be subject to an optional ‘yes / no’ vote on a single ballot paper. Only candidates receiving more than 50% of the total validly cast votes as ‘yes’ will be elected.
    - ii. Where the number of valid nominations exceeds the number of vacancies, members shall indicate their support for one or more candidates by placing a tick next to the candidate’s name on the ballot paper, with the maximum number of ticks being equal to the number of vacancies to be filled. Candidates will be elected in rank order of tick count, with the higher ranking candidates filling any two year vacancies. In the event of a tied vote preventing the election of a candidate to fill the final vacancy, the higher ranked candidates will be declared as elected and the tied candidates will be subject to a further ballot of members on the same basis to fill the remaining vacancies.



## **11. ANNUAL GENERAL MEETING**

- 11.1 The Annual General Meeting will be held within 6 months of 30 June of each year.
- 11.2 The agenda of the Annual General Meeting will be as follows:
- a) Apologies
  - b) Minutes of the previous meeting and matters arising
  - c) Chair's Report
  - d) Treasurer's Report
  - e) Elections
  - f) Appointment of Auditors
  - g) Appointment of Returning Officers
  - h) Special business
  - i) General business

## **12. GENERAL MEETINGS**

- 12.1 A General Meeting of members of GRAI may be called at any time.
- 12.2 The Secretary will convene a General Meeting upon receipt of a request to so do, signed by not less than twenty per cent (20%) of individual members. Such request will state in the form of a motion the nature of the business for which the meeting is to be convened.
- 12.3 A General Meeting may also be called at the direction of the Board by a simple majority vote of the Board.
- 12.4 At least fourteen (14) days written notice of the business, date and place of any General Meeting will be given to all members. Notice is deemed to have been given by the posting of a notice to the last known address or by emailing to the last known email address of a member whether or not the notice was received by the member.
- 12.5 The Secretary will convene a meeting requested by an individual member in the manner specified in Rule 13.2 within twenty one (21) days of receipt, provided that a period of fourteen (14) days must elapse between any two General Meetings.
- 12.6 General Meetings normally will be chaired by the Chair or in the Chair's absence, the Deputy Chair. Where this is not possible, the meeting will elect a chair.
- 12.7 Financial members may give proxy votes on an approved pro forma to any other financial individual member who will be present at a General Meeting, or to the chair of the meeting. The pro forma for a proxy vote shall list all resolutions to be considered at that meeting and the member who is giving the proxy shall direct their voting preferences accordingly. Discretionary proxies shall not be accepted. All proxies shall be registered with the Secretary prior to the start of the meeting.
- 12.8 A General Meeting may make recommendations to the Board on any matter.
- 12.9 All members have the right to attend General Meetings and Annual General Meetings, and voting members have the right to appoint a proxy to attend in their stead.

### **13. QUORUM FOR GENERAL MEETING**

- 13.1 The quorum for any General Meeting will be the lesser of twenty (20) per cent of the individual membership, or 20 individual members, present at the meeting. Proxies will not be counted towards meeting a quorum.
- 13.2 If after 30 minutes from the appointed time for the commencement of a General Meeting a quorum is not present, the meeting will be adjourned to the same day in the next week, at the same time and (unless another place is specified by the Chair at the time of the adjournment or by written notice to Members given before the day to which the meeting is adjourned) at the same place, and at such adjourned meeting those present will form a quorum for all purposes other than for amendments to the Rules.

### **14. MINUTES OF MEETINGS**

- 14.1 The Secretary will keep proper minutes of all proceedings at all general meetings and Board meetings. The minutes will be entered in a minute book within 30 days after each general meeting or Board meeting.
- 14.2 The Chair will ensure that the minutes taken of a general meeting or a Board meeting are approved as correct by the Members who attended the meeting or Board meeting to which the minutes relate.
- 14.3 When minutes have been approved as correct, they will, until the contrary is proved, be evidence that:
  - a) The General Meeting or Board meeting ("the meeting") to which they relate 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.

### **15. FINANCES**

- 15.1 Income and expenditure will be fully tabulated according to accepted accounting standards.
- 15.2 The fiscal year will run from 1st July of any calendar year to 30th June inclusive of the next calendar year.
- 15.3 Special Funds accounts may be established and maintained by the Treasurer when so empowered by the Board.
- 15.4 All cheques and withdrawal vouchers will be signed by two of the following Board members: the Chair, the Treasurer, the Deputy Chair, the Secretary.
- 15.5 The Board will determine the maximum amount of petty cash which may be automatically replenished without referral to it.
- 15.6 Payments other than petty cash will be authorised prior to the preparation of cheques, either by specific resolution of the Board or under the general

terms of written instruction/s of the Board specifying the type of routine payments that may be made without reference to it.

## **16. APPOINTMENT OF AUDITORS**

- 16.1 A qualified accountant, not being a Board member, will be appointed at the Annual General Meeting to audit GRAI's financial accounts.
- 16.2 In the event that the appointed auditor is unable to honour the appointment, the Board will appoint another qualified accountant who will not be a Board member.

## **17. AUDIT OF ACCOUNTS**

- 17.1 An audited financial statement will be presented at each Annual General Meeting.

## **18. AMENDMENT OF RULES**

- 18.1 Any individual member may propose in writing to the Board an amendment to the Rules. If approved by a majority vote of the Board, the amendment will be submitted to a General Meeting. The amendment will not be altered in substance by the meeting.
- 18.2 Amendments to the Rules requires the consent of 75% of the members present and voting at a General Meeting called for the purpose of considering the Amendments. The Amendments take effect upon compliance with s 30(3) of the Associations Incorporation Act 2015 .
- 18.3 If GRAI is a body approved for sales-tax exemption or income tax deductibility under the Income Tax Assessment Act, any amendments to the Rules will be notified to the Deputy Commissioner of Taxation for Western Australia.

## **19. COMMON SEAL**

- 19.1 There will be a Common Seal engraved with the name of GRAI, which will be kept in the care of the Chair.
- 19.2 The Common Seal will be affixed only upon the resolution of the Board, and in the presence of the Chair and one other Board member who will sign as witnesses.

## **20. CUSTODY OF DOCUMENTS**

- 20.1 The Secretary will be responsible for the safe custody of GRAI's books, documents and securities.

## **21. INSPECTION OF DOCUMENTS**

- 21.1 Copies of the Rules will be available to any member on request.
- 21.2 Copies of monthly and annual financial statements will be made available to members on request.
- 21.3 The Register of Members and Register of Office Holders will be made available to members on request.

## 22. DISSOLUTION

- 22.1 GRAI may be wound up by the consent of 75% of members present and voting at a General Meeting called to consider the dissolution of GRAI.

## 23. DISPOSAL OF ASSETS UPON DISSOLUTION

- 23.1 If, on the winding up of GRAI, any property of GRAI remains after satisfaction of all the debts and liabilities of GRAI and the costs, charges and expenses of that winding up, that property will be distributed:

- a) To another association incorporated under the Associations Incorporation Act 2015; and
- b) For charitable purposes;

which incorporated association or purposes, as the case requires will be determined by resolution of the members when authorising or directing the Board under Section 24 of the Associations Incorporation Act 2015 to prepare a distribution plan for the distribution of the surplus property of GRAI

- 23.2 The General Meeting which winds up GRAI will specify the name of the body to which surplus property will be transferred.

- 23.3 If GRAI is a body approved for sales tax exemption or income tax deductibility under the Income Tax Assessment Act, the transfer of property upon dissolution will be further restricted to a body also approved under the same section of the Income Tax Assessment Act, and the Australian Taxation Office will be notified of the date of dissolution of GRAI.

## 24. DISCIPLINARY ACTION, DISPUTES AND MEDIATION

### Division 1 — Term used

#### 24.1 Term used: member

In this Part —

**member**, in relation to a member who is expelled from the Association, includes former member.

### Division 2 — Disciplinary action

#### 24.2 Suspension or expulsion

- 24.2.1 The committee may decide to suspend a member's membership or to expel a member from the Association if —

- (a) the member contravenes any of these rules; or
- (b) the member acts detrimentally to the interests of the Association.
- (c) The secretary must give the member written notice of the proposed suspension or expulsion at least 28 days before the

committee meeting at which the proposal is to be considered by the committee.

24.2.2 The notice given to the member must state —

- (a) when and where the committee meeting is to be held; and
- (b) the grounds on which the proposed suspension or expulsion is based; and
- (c) that the member, or the member's representative, may attend the meeting and will be given a reasonable opportunity to make written or oral (or both written and oral) submissions to the committee about the proposed suspension or expulsion;

24.2.3 At the committee meeting, the committee must —

- (a) gave the member, or the member's representative, a reasonable opportunity to make written or oral (or both written and oral) submissions to the committee about the proposed suspension or expulsion; and
- (b) give due consideration to any submissions so made; and
- (c) decide —
  - (i) whether or not to suspend the member's membership and, if the decision is to suspend the membership, the period of suspension; or
  - (ii) whether or not to expel the member from the Association.
- (d) A decision of the committee to suspend the member's membership or to expel the member from the Association takes immediate effect.

24.2.4 The committee must give the member written notice of the committee's decision, and the reasons for the decision, within 7 days after the committee meeting at which the decision is made.

24.2.5 A member whose membership is suspended or who is expelled from the Association may, within 14 days after receiving notice of the Committee's decision under subrule (6), give written notice to the secretary requesting the appointment of a mediator under rule 23.

24.2.6 If notice is given under subrule (7), the member who gives the notice and the committee are the parties to the mediation.

**Guidance Note – Suspension or expulsion of a Member** - *Once the committee has decided to suspend or expel a member under rule 15(5) the member is immediately suspended or expelled.*

## 24.3 Consequences of suspension

24.3.1 During the period a member's membership is suspended, the member —

- (a) loses any rights (including voting rights) arising as a result of membership; and
- (b) is not entitled to a refund, rebate, relief or credit for membership fees paid, or payable, to the Association.

24.3.2 When a member’s membership is suspended, the secretary must record in the register of members —

- (a) that the member’s membership is suspended; and
- (b) the date on which the suspension takes effect; and
- (c) the period of the suspension.

24.3.3 When the period of the suspension ends, the secretary must record in the register of members that the member’s membership is no longer suspended.

### **Division 3 — Resolving disputes**

#### **24.4 Terms used**

In this Division —

***grievance procedure*** means the procedures set out in this Division;

***party to a dispute*** includes a person –

- (d) who is a party to the dispute; and
- (e) who ceases to be a member within 6 months before the dispute has come to the attention of each party to the dispute.

***Guidance Note - Resolving disputes***

- *For the purposes of rules 17 and 18, the term **this Division** relates to rules 19 – 21.*

#### **24.4.1 Application of Division**

The procedure set out in this Division (the grievance procedure) applies to disputes —

- (a) between members; or
- (b) between one or more members and the Association.

#### **24.4.2 Parties to attempt to resolve dispute**

The parties to a dispute must attempt to resolve the dispute between themselves within 14 days after the dispute has come to the attention of each party.

### **24.4.3 How grievance procedure is started**

- (1) If the parties to a dispute are unable to resolve the dispute between themselves within the time required by rule 19, any party to the dispute may start the grievance procedure by giving written notice to the secretary of —
  - (a) the parties to the dispute; and
  - (b) the matters that are the subject of the dispute.
- (2) Within 28 days after the secretary is given the notice, a committee meeting must be convened to consider and determine the dispute.
- (3) The secretary must give each party to the dispute written notice of the committee meeting at which the dispute is to be considered and determined at least 7 days before the meeting is held.
- (4) The notice given to each party to the dispute must state —
  - (a) when and where the committee meeting is to be held; and
  - (b) that the party, or the party's representative, may attend the meeting and will be given a reasonable opportunity to make written or oral (or both written and oral) submissions to the committee about the dispute.
- (5) If —
  - (a) the dispute is between one or more members and the Association; and
  - (b) any party to the dispute gives written notice to the secretary stating that the party —
    - (i) does not agree to the dispute being determined by the committee; and
    - (ii) requests the appointment of a mediator under rule 23,
 the committee must not determine the dispute.

### **24.5 Determination of dispute by committee**

24.5.1 At the committee meeting at which a dispute is to be considered and determined, the committee must —

- (a) give each party to the dispute, or the party's representative, a reasonable opportunity to make written or oral (or both written and oral) submissions to the committee about the dispute; and
- (b) give due consideration to any submissions so made; and
- (c) determine the dispute.

24.5.2 The committee must give each party to the dispute written notice of the committee's determination, and the reasons for the determination, within 7 days after the committee meeting at which the determination is made.

24.5.3 A party to the dispute may, within 14 days after receiving notice of the committee's determination under subrule (1)(c), give written notice to the secretary requesting the appointment of a mediator under rule 23.

24.5.4 If notice is given under subrule (3), each party to the dispute is a party to the mediation.

#### Division 4 - Mediation

##### **Guidance Note - Mediation**

- For the purposes of rule 22, the term **this Division** relates to rules 22-25.

#### **24.6 Application of Division**

- (1) This Division applies if written notice has been given to the secretary requesting the appointment of a mediator —
  - (a) by a member under rule 15(7); or
  - (b) by a party to a dispute under rule 20(5)(b)(ii) or 21(3).
- (2) If this Division applies, a mediator must be chosen or appointed under rule 23.

##### **24.6.1 Appointment of mediator**

- (1) The mediator must be a person chosen —
  - (a) if the appointment of a mediator was requested by a member under rule 15(7) — by agreement between the Member and the committee; or
  - (b) if the appointment of a mediator was requested by a party to a dispute under rule 20(5)(b)(ii) or 21(3) — by agreement between the parties to the dispute.
- (2) If there is no agreement for the purposes of subrule (1)(a) or (b), then, subject to subrules (3) and (4), the committee must appoint the mediator.
- (3) The person appointed as mediator by the committee must be a person who acts as a mediator for another not-for-profit body, such as a community legal centre, if the appointment of a mediator was requested by —
  - (a) a member under rule 15(7); or
  - (b) a party to a dispute under rule 20(5)(b)(ii); or
  - (c) a party to a dispute under rule 21(3) and the dispute is between one or more members and the Association.
- (4) The person appointed as mediator by the committee may be a member or former member of the Association but must not —
  - (a) have a personal interest in the matter that is the subject of the mediation; or
  - (b) be biased in favour of or against any party to the mediation.

##### **24.6.2 Mediation process**

- (1) The parties to the mediation must attempt in good faith to settle the matter that is the subject of the mediation.



- (2) Each party to the mediation must give the mediator a written statement of the issues that need to be considered at the mediation at least 5 days before the mediation takes place.
- (3) In conducting the mediation, the mediator must —
  - (a) give each party to the mediation every opportunity to be heard; and
  - (b) allow each party to the mediation to give due consideration to any written statement given by another party; and
  - (c) ensure that natural justice is given to the parties to the mediation throughout the mediation process.
- (4) The mediator cannot determine the matter that is the subject of the mediation.
- (5) The mediation must be confidential, and any information given at the mediation cannot be used in any other proceedings that take place in relation to the matter that is the subject of the mediation.
- (6) The costs of the mediation are to be paid by the party or parties to the mediation that requested the appointment of the mediator.

**Note for this rule:**

Section 182(1) of the Act provides that an application may be made to the State Administrative Tribunal to have a dispute determined if the dispute has not been resolved under the procedure provided for in the incorporated association's rules.

**24.7 If mediation results in decision to suspend or expel being revoked**

If —

- (a) mediation takes place because a member whose membership is suspended or who is expelled from the Association gives notice under rule 15(7); and
- (b) as the result of the mediation, the decision to suspend the member's membership or expel the member is revoked,

that revocation does not affect the validity of any decision made at a committee meeting or general meeting during the period of suspension or expulsion.

Dated this day 28<sup>th</sup> October 2018.

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June Lowe  
Chair – GRAI

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Wendy Bennett  
Secretary – GRAI