



Donate 2 Educate

ASSOCIATION RULES

2019

Australian Business Number (ABN) 87223881898. An unincorporated association

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1. Definitions

1.1 In these rules, words and phrases have the meaning set out below:

ACNC means the Australian Charities and Not-for-profits Commission.

ACNC Act means Australian Charities and Not-for-profits Commission Act 2012 (Cth) as amended from time to time.

AGM means **Annual General Meeting** and **EGM** means **Extraordinary General Meeting**.

Board means the Advisory Board of the **Charity**.

Business Day means a day other than a Saturday, Sunday or public holiday in Brisbane, Queensland.

Chairman means the Chairman of the **Board** and the person who is charged with the oversight of the day to day running of the **Charity**.

Charity means the charitable Institution called **Donate 2 Educate** pursuant to this Constitution.

Board Member(s) means the **association's board** of management and the **Members** of the **board** of management respectively (as described in **Rule 12.2**).

Director means a person who is a **Member** of the **Board** of the Charity.

Law means the legislation governing the operation of the Charity.

Meeting means the meetings of **Members** of the Charity (as described in **Rule 15**), consisting of **AGMs** and **EGMs**.

Member means a **Member** of the Charity.

Purposes means the charitable **purposes** of the **association** (as described in **Rule 4.1**).

Register means the Register of **Members** of the Charity.

Registered charities means charities registered with the ACNC.

Secretary means any **Board Member** appointed to perform the duties of a secretary of the Charity and includes any two or more secretaries appointed as joint secretaries.

Special resolution means a resolution of **Members**:

- of which at least 21 days notice of the meeting at which it will be considered has been given to **Members**, and
- that is passed at a **AGM** or **EGM** by 75% or more of the **Members** voting (who are eligible to vote), voting in favour of it.

1.2 The definitions in **Donate 2 Educate's** Constitution in clause 1.1 are to be incorporated in this document where they provide clarification and expand the meaning.

2. Preliminary

- 2.1 The name of the association is **Donate 2 Educate**.
- 2.2 **Donate 2 Educate** is unincorporated.
- 2.3 **Donate 2 Educate** is established to be, and continue as, a **Charity**.
- 2.4 These rules are intended to be binding on all **Members** of the **Charity** and enforceable by courts in Queensland.

3. Alteration of rules

- 3.1 Subject to **Rule 3.2** below, these rules may be changed, added to, or replaced by special resolution of **Donate 2 Educate's Members** at an **EGM** or **AGM**. This includes a change to **Donate 2 Educate's** name.
- 3.2 The **Members** must not pass a special resolution that amends these rules if passing it causes **Donate 2 Educate** to no longer be a **Charity**.

4. Charitable purposes and not-for-profit status, indemnity

- 4.1 **Donate 2 Educate** will pursue the following charitable purposes: advance education and relief of poverty:

Donate 2 Educate is established to be a charity whose purpose is to advance education and to relieve poverty by collecting donated items including teaching resources, child-centred games and classroom equipment for distribution within Australian and overseas particularly with organisations or individuals supporting the education of young children/teenagers who are from financially disadvantaged backgrounds.
- 4.2 **Donate 2 Educate** may do all things that help it to achieve these purposes, in accordance with these rules.
- 4.3 **Donate 2 Educate** and its **Board** may only do things and use the income and assets of the association (including those held in trust **Donate 2 Educate**) for the purposes out lined in 4.1.
- 4.4 **Donate 2 Educate** must operate consistently with legal requirements for registered charities.
- 4.5 **Donate 2 Educate** must not distribute any income or assets, directly or indirectly, to its **Members**.
- 4.6 **Rule 4.5** does not stop **Donate 2 Educate** from doing the following things, provided they are done in good faith (fairly and honestly):
 - I. paying a **Member** for goods or services they have provided or expenses they have properly incurred at fair and reasonable rates or rates more favourable to **Donate 2 Educate**, or

- II. making a payment or providing a benefit to a **Member** in carrying out the **Donate 2 Educate's** charitable purpose(s).

Indemnity

- 4.7 To the extent possible under law, **Members** (including board **Members**) are entitled to be indemnified out of the assets held by **Donate 2 Educate** for any debts or liabilities incurred personally by a **Member** when acting on behalf of **Donate 2 Educate**, so long as the **Member** was:
- i. authorised by **Donate 2 Educate** to take that action, and
 - ii. acting in good faith (fairly and honestly) and in the best interests of **Donate 2 Educate**.
- 4.8 This indemnity is a continuing obligation and is enforceable by a person even if that person is no longer a **Member** of **Donate 2 Educate**. This indemnity only applies to the extent that the person is not otherwise entitled to be indemnified and is not actually indemnified by another person (including an insurer under an insurance policy).
- 4.9 To the extent permitted by **Law**, and if the **Board** considers it appropriate, **Donate 2 Educate** may pay or agree to pay a premium for a contract insuring a person who is or has been a **Member** of **Donate 2 Educate** (including a **Board Member**) against any liability incurred by that person as a **Member** of **Donate 2 Educate** (including as a **Board Member**).

5. Funds and assets

- 5.1 The **Board** must establish policies about the holding and management of funds and assets on behalf of **Donate 2 Educate** or its purposes, and set out who oversees these funds and assets and who can make decisions about them (Refer to **Policies and Processes 2019, Section 1**).
- 5.2 **Donate 2 Educate** must satisfy any obligations that apply to the use of assets over which a trust exists.
- 5.3 **Donate 2 Educate** can receive funding from:
- i. donations
 - ii. grants
 - iii. fundraising
 - iv. interest, and
 - v. any other lawful sources approved by the **Board** that are consistent with furthering **Donate 2 Educate's** purposes.

6. Financial year

- 6.1 The financial year of **Donate 2 Educate** is from [1 July] to [30 June], unless the **Board** passes a resolution to change the financial year.

7. Record-keeping

- 7.1 **Donate 2 Educate** must make and keep written financial records that:

- i. correctly record and explain **Donate 2 Educate's** transactions and financial position and performance, and
 - ii. enable true and fair financial statements to be prepared and audited.
- 7.2 **Donate 2 Educate** must also keep written records that truthfully record its operations, and be able to produce these records if required by law (Refer to **Policies and Processes 2019, Sections 1 and 3**).
- 7.3 **Donate 2 Educate** must retain its records for at least seven years, or as otherwise required by the ACNC Act or any other laws that may apply (for example, taxation law).
- 7.4 The **Board Members** must take reasonable steps to ensure that **Donate 2 Educate's** records are kept safe.

8. Contracts

- 8.1 As an unincorporated association, **Donate 2 Educate** cannot enter into contracts in its own name but only in the collective names of three or more individuals appointed by the **Board**.
- 8.2 The individuals who enter into the contract under the previous rule may elect to re-execute a contract if one or more of the individuals is no longer a **Member** of **Donate 2 Educate**, in which case the **Board** shall appoint one or more individuals in their place.

9. Membership

- 9.1 Anyone who supports the purposes, is over the age of eighteen, is contactable by email and agrees to be bound by these rules can apply to join **Donate 2 Educate** as a **Member**.
- 9.2 The **Board** decides the process for receiving and approving or rejecting Membership applications (Refer to **Policies and Processes 2019, Section 2.1**).
- 9.3 After the **Board** has approved or rejected a Membership application, the **Board** must notify the applicant as soon as possible to tell them whether their application was approved or rejected. If an application is rejected, **Donate 2 Educate Board Members** do not have to give reasons.
- 9.4 The **Board** can propose to set or change joining fees and Membership fees for **Members**. Joining and Membership fee proposals must be approved by a majority of **Members** voting at an **AGM** or **EGM** meeting.
- 9.5 When Membership is suspended, a **Member** cannot exercise their **Members'** rights such as voting at a general meeting.
- 9.6 A person immediately stops being a **Member** if:
 - i. their Membership is cancelled under these rules
 - ii. they resign by writing to the board, or
 - iii. they die.
- 9.7 If a **Member** resigns, **Donate 2 Educate** is not required to refund any joining and Membership fees already paid (Refer to **Policies and Processes 2019, Section 2.3**).

10. Register of Members

- 10.1 Donate 2 Educate must maintain a register of **Members** (Refer to **Policies and Processes 2019, Section 2.2**).
- 10.2 **Members'** names and contact details (an email address is sufficient instead of other contact details, if the **Board** approves this) must be entered in the register of **Members** when Membership is approved. A person becomes a **Member** when their name is entered on the register.
- 10.3 The **Board** must record the date that a person stops being a **Member** of **Donate 2 Educate** in the register of **Members** as soon as possible after the person stops being a **Member** (Refer to **Policies and Processes 2019, Section 2.3**).
- 10.4 Any **Member** desirous of resigning his or her Membership shall forward his or her written resignation to the Secretary. This resignation must be accepted by the **Board**.
- 10.5 If, in the opinion of the **Board**, a **Member** is guilty of misconduct prejudicial to the interests and purposes of the Charity, the **Board** may by a resolution of the majority of them remove that person as a **Member** (Refer to **Policies and Processes 2019, Section 2.4**).
- 10.6 If a **Member** requests that access to their details on the register of **Members** be restricted, the **Board** may decide whether access will be restricted and will notify the **Member** of this.

11. Members' access to documents

- 11.1 A **Member** may inspect (at any time), via Outlook cloud the:
 - i. Rules of **Donate 2 Educate**,
 - ii. Meeting minutes (including **AGM**), and
 - iii. **Policies and processes** documents and related forms.
- 11.2 **Members** may only use information that is accessed in accordance with **Rules 11.1** for lawful and proper purposes related to **Donate 2 Educate**.
- 11.3 **Donate 2 Educate** can refuse to provide access or copies, or provide only limited access, if the documents contain confidential, personal, employment, commercial or legal matters, or if granting the request would breach a law or could cause damage or harm to **Donate 2 Educate**, or if the request is otherwise unreasonable.

12. The Board

- 12.1 **Donate 2 Educate** is governed by the **Board** that is made up of five **Board Members**. The role of the **Board** is to ensure that **Donate 2 Educate** is responsibly managed and pursues its purposes (Refer to **Policies and Processes 2019, Section 1.1**).
- 12.2 The **Board** can exercise all powers and functions of **Donate 2 Educate** (consistently with these rules, relevant Australian laws and requirements for registered charities), except for powers and functions that the **Members** are required to exercise at a **AGM** (under these rules, relevant Australian **Laws** or requirements for registered charities).

- 12.3 The **Board** can delegate any of its powers and functions to a **Board Member**, or a **Member**, other than the power of delegation or a duty that applies to the **Board** or particular **Board Member** under Australian **Laws**.
- 12.4 At least once in every calendar year, there shall be convened by the **Board** at a time and place to be determined by the **Board**, an **AGM**.
- 12.5 At the first **AGM** all five **Directors** shall be elected. At subsequent **AGMs** a minimum of one and a maximum of two **Directors** shall retire from office, and re-nominate for election or retire from the **Board** of the **Charity**.
- 12.6 The **Directors** to retire at an **AGM** other than the first **AGM** are those who have been longest in office since their last election, but, as between persons who became **Directors** on the same day, those to retire shall (unless they otherwise agree among themselves) be determined by lot.
- 12.7 At each **AGM** there shall be elected to the **Board** such number of persons as are necessary to fill casual vacancies the **Board** caused by the retirement of any such **Directors**, prior to the completion of their terms of Membership on the **Board** or caused by the retirement of any **Director**.
- 12.8 If between **AGM's** vacancies arising from **Directors** retiring, the casual vacancy on the **Board** thus resulting may be filled by the **Board** co-opting any **Member** to the **Board** and any such co-opted **Member** shall have the same entitlements and powers as if he or she had been elected by **Members** provided that he or she shall retire from the **Board** at the date of the next **AGM** following the date on which he or she was co-opted to the **Board**.
- 12.9 Any person retiring from the **Board** at the completion of his or her term of Membership on the **Board** pursuant to clause 4.5(e) of the **Charity's** Constitution shall be eligible for re-election as a **Director** at the next **AGM**.
- 12.10 To be eligible to be a **Board Member**, a person:
- i. must not be ineligible to be a responsible person under the **ACNC Act**
 - ii. must be nominated under **Rules 12.5, 12.7, 12.8 and 12.9**
 - iii. must give **Donate 2 Educate** their signed consent to act as a **Board Member** of the association, and
 - iv. must be a **Member** of **Donate 2 Educate** at the time of their nomination, appointment, and for the duration of their time on the **Board**.
- 12.11 A successful ballot is one that receives more than fifty percent of votes cast.
- 12.12 Votes for **Board Members** must be on an approved voting form and received no later than close of business on the last business day before the **AGM** and only **Members** are entitled to vote.
- 12.13 A **Board Member** stops being on the **Board** if they:
- i. resign, by writing to the **Secretary**,

- ii. stop being a **Member** of **Donate 2 Educate**,
- iii. are removed by a resolution of the **Board** of **Donate 2 Educate**,
- iv. are absent without the consent of the **Board** from all meetings of the **Board** held during a period of six months,
- v. become ineligible to be a responsible entity (**Board Member**) under the **ACNC Act**,
- vi. die.

13. Duties of the Board

13.1 The **Board** is responsible for making sure that:

- i. true minutes of **AGMs** and **Board** meetings are made and kept,
- ii. other records are kept in accordance with **Rules 7.1 to 7.4**, and
- iii. documents of **Donate 2 Educate** are made available to **Members** in accordance with **Rules 11.1 to 11.3**.

13.2 **Board Members** must:

- i. comply with their legal duties under Australian **Laws** and ensure that **Donate 2 Educate** complies with its duties under Australian **Laws**,
- ii. meet the requirements for responsible entities (**Board Members**) of registered charities and comply with the duties described in governance standard 5 of the regulations made under the **ACNC Act** which are:
 - a. to exercise their powers and discharge their duties with the degree of care and diligence that a reasonable individual would exercise if they were a **Board Member** of **Donate 2 Educate**,
 - b. to act in good faith (fairly and honestly) in the best interests of **Donate 2 Educate** and to further the charitable purpose(s) of **Donate 2 Educate** set out in **Rule 4**,
 - c. not to misuse their position as a **Board Member**,
 - d. not to misuse information they gain in their role as a **Board Member**,
 - e. to disclose any perceived or actual material conflicts of interest (Refer to **Policies and Processes 2019, Section 1.2**),
 - f. to ensure that the financial affairs of **Donate 2 Educate** are managed responsibly, and
 - g. not to allow **Donate 2 Educate** to operate while it is insolvent.

13.3 For clarity **Rule 13.2** is intended to require compliance with the **ACNC** governance standards as amended or modified from time to time.

14. Board meetings

14.1 A **Board Member** can call a meeting by giving seven days notice of a meeting to **Board Members** unless the meeting is an urgent meeting (in which case reasonable notice must be given).

14.2 The **Board** can decide how often it meets, and the way in which it meets, including by allowing **Board Members** to attend through technology, so long as it allows everyone to communicate.

- 14.3 The **Chairman** will chair board meetings. If the **Chairman** does not attend, the **Board Members** can choose who will Chair that meeting.
- 14.4 A resolution is passed if more than half of the **Board Members** voting at the **Board** meeting vote in favour of the resolution.
- 14.5 A majority (more than half) of **Board Members** must be present (either in person or through the use of technology) for the meeting to be validly held (this is the quorum for **Board** meetings).
- 14.6 The **Board** can allow circular resolutions. To pass a circular resolution, each **Board Member** must agree to it in writing, including by email or other electronic communication, and it is passed once the last **Board Member** has agreed to it.

15. Meetings of Members, Dispute Resolution and Incident Handling Process

- 15.1 No business shall be transacted at any **AGM** or **Board** meetings unless a quorum of **Members** is present at the time when the meeting. Save as otherwise provided 5 **Members** in number with two **Members** present in person shall be a quorum. For the purposes of this clause **Member** includes a person attending by electronic communication including video or teleconferencing (Refer to **Policies and Processes 2019, Section 3.1**).
- 15.2 All business shall be special that is transacted at an **EGM** and also all that is transacted at any **AGM**, with the exception of the consideration of the accounts, balance sheets, and the report of the **Directors** and/or **Members** and auditors, the election of **Members** in the place of those retiring and the appointment and fixing of the remuneration of the auditors.
- 15.3 If within half an hour of the time appointed for the meeting a quorum is not present, the meeting, if convened upon the requisition of **Members**, shall be dissolved and in any other case shall stand adjourned to the same day in the next week at the same time and place, or to such other day and at such other time and place as the **Director** may determine, and if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting, the **Members** present (being not less than two) shall be a quorum.
- 15.4 The **Chairman** of the **Board** shall preside as **Chairman** at every meeting of the **Charity**, or if there is no such **Chairman**, or if he or she is not present within 15 minutes after the time appointed for the holding of the meeting or is unwilling to act, the **Members** present shall elect one of their number to be **Acting Chairman** of the meeting.
- 15.5 The **Chairman** may, with the consent of any meeting at which a quorum is present (and shall if so directed by the meeting) adjourn the meeting from time to time and from place to place, but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place. When a meeting is adjourned for **25 Business Days** or more, notice of an adjourned meeting shall be given as in the case of an original meeting. Save as aforesaid it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.
- 15.6 At any **AGM** a resolution put to the vote of the meeting shall be decided on a show of hands unless a poll is (before or on the declaration of the result of the show of hands) demanded:

- (i) by the **Chairman**; or
 - (ii) by at least a majority of **Board Members** present in person or by electronic communication including video or teleconferencing.
- 15.7 Unless a poll is so demanded, a declaration by the **Chairman** that a resolution has on a show of hands been carried or carried unanimously, or by a particular majority, or lost, and an entry to that effect in the book containing the minutes of the proceedings of the **Charity** shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the resolution. The demand for a poll may be withdrawn.
- 15.8 If a poll is duly demanded it shall be taken in such manner and either at once or after an interval or adjournment or otherwise as the **Chairman** directs, and the result of the poll shall be the resolution of the meeting at which the poll was demanded but a poll demanded on the election of a **Chairman** or on a question of adjournment shall be taken forthwith.
- 15.9 In the case of an equality of votes, whether on a show of hands, or on a poll, the **Chairman** of the meeting at which the show of hands takes place or at which the poll is demanded shall not be entitled to a second or casting vote, and the question shall be deemed to have been determined in the negative.
- 15.10 At **AGMs** each **Member** entitled to vote will vote in person or by telecommunication device by conveying their intentions and every person who is a **Member** shall have one vote.
- 15.11 No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is given or tendered, and every vote not disallowed at such meeting shall be valid for all purposes. Any such objection made in due time shall be referred to the **Chairman** of the meeting, whose decision shall be final and conclusive.

Dispute Resolution and Incident Handling Process

- 15.12 If there is a dispute between:
- i. two or more **Board Members**,
 - ii. **a Board Member** and **Members**,
 - iii. two or more **Members**, then
- the parties (the people who disagree) involved must first attempt to resolve the dispute between themselves within a period of at least 14 days from the date the dispute is known to all parties involved (Refer to **Policies and Processes 2019, Section 4**).
- 15.13 If the dispute cannot be resolved between the parties involved, the **Board** must be notified, and a dispute resolution process must be put in place by the **Board**. The **Board** may develop a policy regarding dispute resolution (Refer to **Policies and Processes 2019, Section 4**).
- 15.14 A dispute resolution process must allow each party a reasonable opportunity to be heard and/or submit arguments in writing, and should first attempt to resolve the dispute by the

parties reaching agreement. If agreement cannot be reached, the **Board** may appoint an unbiased person to decide the outcome of the dispute. The unbiased person may be a **Member**, non-Member or professional mediator who is not connected with the dispute or the parties involved in it.

- 15.15 If a record of incident is lodged about a **Board Member**, **Member** or operations related to **Donate 2 Educate Charity**, the **Board** will follow the process for handling a complaint (Refer to **Policies and Processes 2019, Section 5**).

Disciplining Members

- 15.16 The **Board** can take disciplinary action against any **Member** of the association if it considers the **Member** has breached these rules or if the **Member's** behaviour is causing (or has caused) damage or harm to the association. The **Board** must follow a disciplinary process in accordance with **Rule 15.12**. The **Board** may choose to adopt a more detailed discipline policy, dealing with issues such as rights to appeal (Refer to **Policies and Processes 2019, Section 2.4**).
- 15.17 Disciplinary action can include warning a **Member**, or suspending or cancelling the **Member's** membership. It cannot include a fine. Membership cannot be suspended for more than 12 months.
- 15.18 The **Board** must write to the **Member** to tell them why they propose to take disciplinary action.
- 15.19 The **Board** must arrange a disciplinary procedure that meets these requirements:
- i. the outcome must be determined by an unbiased decision-maker e.g. Parish priest (who cannot be a **Board Member**) and inform them in writing of the circumstances,
 - ii. the **Member** must have an opportunity to explain or defend themselves, and
 - iii. the disciplinary procedure must be completed as soon as reasonably practical.
- 15.20 The **Board** must notify the **Member** of the outcome of the disciplinary procedure as soon as reasonably practical.
- 15.21 There will be no liability for any loss or injury suffered by a **Member** as a result of any decision made in good faith (fairly and honestly) under **Rule 15.12**.

16. Winding up

- 16.1 **Donate 2 Educate** can be wound up by its **Members** if the **Members** pass a special resolution to wind up the association at an **EGM** or **AGM**.
- 16.2 **Donate 2 Educate** shall be dissolved in the event of the Membership being less than three persons. It may be dissolved upon the vote of a two-thirds majority of the **Members** present at a meeting convened to consider the question.
- 16.3 If **Donate 2 Educate** is wound up, after it has paid all debts and other liabilities (including the costs of winding up), any remaining assets:

- i. must not be distributed to the **Members** or former **Members** of the association,
 - ii. subject to the requirements of Australian **Laws** and any Australian court order, must be distributed to another organisation or other organisations with similar purposes, which is/are charitable at **Law**, and which is/are not carried on for the profit or personal gain of **Members**.
- 16.4 In making distributions upon winding up, **Donate 2 Educate** must satisfy any obligations that apply to assets over which a trust exists.
- 16.5 If upon dissolution of **Donate 2 Educate** there remains after satisfaction of all its debts and liabilities, any property whatsoever, the same shall not be paid to or distributed amongst any person who at any time are or have been **Board Members** or **Members**, or to any of them but shall be handed over to some organization or organizations having objects similar to the objects of the **Charity** but which prohibits the distribution of its or their income and property amongst its or their **Members** while at the same time being a fund, authority or institution approved by the Commissioner of Taxation as a public benevolent institution for the purposes of income tax, sales tax and fringe benefits tax, such organization or organizations to be determined by the **Members** at or before the time of dissolution or failing such determination by the **Members**, by a Court of competent jurisdiction.
- 16.6 Every **Member** undertakes to contribute to the assets of **Donate 2 Educate** in the event of the same being wound up during the time that he or she is a **Member**, for payment of its debts and liabilities contracted before the time at which he or she ceases to be a **Member**, and of the costs, charges and expenses of dissolving the **Charity**, and for the adjustment of the rights of the contributories amongst themselves. In such circumstances that total amount required to be contributed by each **Member** shall not exceed ten dollars (\$10).