

Domestic Violence NSW Inc.

**Constitution**



June 2013

## THE RULES

1. **NAME**           **Domestic Violence NSW Incorporated**

2. **INTERPRETATION**

In these Rules, unless the contrary intention appears

**Association** means Domestic Violence NSW Incorporated

**Auditor** means the Association's auditor

**Auspicing** means the direct management by the Association of any grants, activities and operations of individual women's refuges unable to continue operating so as to ensure that the services provided by the refuges, being the direct relief of poverty, suffering, distress, misfortune and helplessness, remain available to the women of the area serviced by that refuge.

**Managed Services** refers to those services under the direct management of the Association.

**Delegate** means a member of the Working Party in accordance with Rule 9

**Delegated Expenditure** means expenditure in accordance with Rule 12.9

**FACS** means the NSW Department of Family and Community Services

**Individual Member** means all female employees of Member Service who have completed an Individual Membership Form.

**Full Member Service** means NGO specialist domestic and family violence service/organisation that have had their application accepted by the Working Party and paid their membership fee, as set by the Association, to the registered office.

**Associate member** means partner NGO & Government agencies that support the vision of the Association, who have had their application accepted by the Association and paid their membership fee.

**Domestic Violence NSW** means those specialist domestic and family violence services that are Full Members of the Association and continue to meet the criteria for full membership

**CALD means** Culturally and Linguistically Diverse background

**Domestic Violence NSW Inc. Office** means the registered office operated by the Association, which constitutes a direct contact point for women who require assistance, and a central point of contact for the Association. The Office regularly provides advice to government and the community on policies and programs to improve responses and outcomes for women and children who are experiencing domestic violence and in accordance with the Aims and Objectives of the Association.

**Domestic Violence NSW Inc. Business Centre** means the centre operated by the Association which provides direct operational support and management to the Association's services, and which provides other governance and business support including a back office cost saving services to its member refugees.

**NGO** means Non-Government, Not for Profit Organisations or Services

**Orana Far West Safe Houses** For the purpose of this document, the term "Member Refuge" will include the Orana Far West Safe Houses

**Register** means the register of Members of the Association.

**Registered Address** means the last known address of a Member as noted in the Register.

**Rules** mean the Constitution of the Association.

**Secretary** means any person appointed by the Members to perform any of the duties of a secretary of the Association and if there are joint secretaries, any one or more of such joint secretaries.

**Special Delegate** means a member of the Working Party in accordance with Rule 9.

**Working Party** means the management committee of the Association, as defined in the *Associations Incorporation Act 2009*(NSW)

### **3. AIMS & OBJECTIVES**

3.1 The Association is a non-profit institution and funds of the Association shall be used in pursuance of the following objectives:

- (a) To ensure, through specialist domestic and family violence service management, the direct relief from poverty, suffering, distress, misfortune and helplessness through the availability of a safe and supportive environment for women and children who are homeless or escaping domestic violence;
- (b) To work from a feminist framework to provide a unified approach to the development of Member Services through:
  - (i) Providing representation of member services across the state through the Inclusion on Working Party of endorsed regional delegates, as well as specific representation of Indigenous, CALD, Lesbian and Child Support Groups;
  - (ii) Representing issues, co-ordinating special projects and implementing decisions as endorsed at the Association's state conference;
  - (iii) Ensuring that the Association's policy of equal representation is reflected in the Association, the Working Party and any delegation, representation, or sub-group the Association may be involved in;

- (iv) Promoting community awareness about issues related to domestic violence and the services provided by specialist domestic and family violence services;
  - (v) Researching and supplying material to state conference as requested by Full Member Services;
  - (vi) Informing delegates through skill-sharing and education of the aims and goals of the Association;
  - (vii) Informing and educating the community of these aims and goals; and
- (c) To take such steps by personal or written appeals, public meetings or otherwise, as may from time to time be seen as necessary for the purpose of providing contributions to the Association, including donations or otherwise.

#### **4. INCOME AND PROPERTY OF THE ASSOCIATION**

4.1 The income of the Association shall be derived from:

- (a) The membership fees to the Association;
- (b) Donations;
- (c) Government funding; and
- (d) Other such sources as approved by the Working Party.

4.2 The income and property of the Association will only be applied towards the promotion of the objects of the Association set out in clause 3.

4.3 No income or property will be paid or transferred directly or indirectly to any Member of the Association except for payments to a Member:

- (a) In return for any services rendered or goods supplied in the ordinary and usual course of business to the Association; or
- (b) Of interest at a rate not exceeding current bank overdraft rates of interest for monies lent.

#### **5. MEMBERSHIP**

5.1 Full Membership of the Association is available, upon application to the Working Party, to government funded NGO specialist DFV services and organisations that operate within a feminist framework, that:

- Support and share the vision of the Association;
- Support and adhere to the aims and objectives of the Association

- Deliver services that are consistent with the overarching principles and the Association's Access and Equity policies (where applicable to their service type)

The Association has the discretionary power to exempt member services from the membership fee.

5.2 The Association's individual membership shall comprise the following categories:

- (a) All female employees of Full Member Services, who have paid their membership fee to the registered office of the Association.
- (b) All female employees of the Orana Far West Safe Houses.
- (c) All female employees of the Office of Domestic Violence NSW Inc. and Domestic Violence NSW Inc. Business Centre
- (d) Women who have contributed to Domestic Violence NSW Inc., or the former NSW Women's Refuge Movement, for a period of at least 10 years can be nominated for honorary membership endorsement at state conference. Honorary Members do not have voting rights; and
- (e) The appointed Public Officer of the Association shall not hold voting rights, if the Public Officer is not classified as an individual member as identified in clauses 5.2 (a-c).

5.3 Individuals can obtain individual membership of the Association after complying with the obligations described in Rule 6.5.

Working Party has the power to waver eligibility criteria on an individual basis.

5.4 Working Party has the power to appoint Management Committees and Sub-groups.

5.5 A register of Members shall be kept by the Association showing the name, address and date of commencement of membership of each Member. Provisions for noting the date of cessation of membership shall also be contained in the register.

5.6 Individual Membership shall cease upon resignation from the Full Member Service or expulsion from the Association.

5.7 Full Member Services and Associate Members of the Association shall cease to hold Membership of the Association if they submit a written resignation to the Working Party, or they are expelled (see section 7.2), or they do not pay their membership fee except where an exemption has been granted,

5.8 Associate Membership of the Association is available to all partner NGO's and Government agencies that support the vision of the Association. Associate members and staff of these Associate Member Services do not have voting rights.

- 5.9 Application for Full Membership shall be in writing to the Working Party, and every applicant for membership shall sign an undertaking to be bound by the rules of the Association. The Working Party may refuse any application for membership without assigning any reason.
- 5.10 Application for Associate Membership shall be in writing to the Association and are approved by the CEO, or their nominated delegate. The Association reserves the right to reject unsuitable applications.

## **6. MEMBERS' LIABILITY**

- 6.1 The Members of the Association shall have no liability to contribute towards payments of debts and liabilities of the Association, or the costs, charges and expenses of winding up the Association except to the amount of any unpaid annual membership fees.
- 6.2 The Association's membership fee is payable annually from 1 July.
- 6.3 Any changes to the membership fees of the Association will be made by the Working Party.
- 6.4 Payment of the membership fees by Full Member services and Associate Members will be sent to the registered office of the Association within 14 days of request for payment.
- 6.5 Full Member services will provide a completed Individual Membership form of all current female employees who wish to become Individual Members of the Association. The Individual Membership form will be sent to the registered office of the Association within 14 days of paying the membership fee.
- 6.6 Any Full Member service who has had their membership fee waived by the Association will provide the completed application of all current workers employed who wish to become Individual Members of the Association to the registered office of the Association within 14 days of receiving the Membership Form.

## **7. RESOLUTION OF DISPUTES AND DISCIPLINING MEMBERS**

### **7.1 Resolution of Disputes**

- (a) A dispute between a member (Full, Associate or Individual) and another member (Full, Associate or Individual) (in their capacity as members) of the Association, or a dispute between a member or members and the Association, are in the first instance to be resolved by the Working Party. If a party remains dissatisfied, the dispute may be referred to a Community Justice Centre for mediation in accordance with the *Community Justice Centres Act (1983)*.

- (b) If a dispute is not resolved by mediation within three (3) months of the referral to a community justice centre, the dispute is to be referred to arbitration.
- (c) The *Commercial Arbitration Act (1984)* applies to any such dispute referred to arbitration.

## 7.2 Disciplining Members

- (a) A complaint may be made to the Working Party where a Full member service, Associate Member or Individual Member:-
  - (i) has refused to comply with a provision or provisions of this Constitution; or
  - (ii) has wilfully acted in a manner prejudicial to the interests of the Association.
- (b) The Working Party may refuse to deal with a complaint if it considers the complaint to be trivial or vexatious in nature. The Working Party will provide an explanation to the complainant as to why it has made the determination upon request.
- (c) If the Working Party decides to deal with the complaint, the Working Party:
  - (i) must put the complaint in writing to the Member concerned; and
  - (ii) must give the Member at least 14 days from receipt to respond to the Working Party, and
  - (iii) must take into consideration any submission by the Member in connection with the complaint.

- 7.3 The Working Party may, by resolution, expel or suspend an Individual Member or Member Service (Full or Associate) from the Association if, after considering the complaint and any submissions made in connection with the complaint, it is satisfied that the facts alleged in the complaint have been proven.

If a Full Member service is expelled or suspended from the Association, all Individual Members employed by the service will cease to hold individual membership of the Association.

- 7.4 If the Working Party expels or suspends an Individual member or Member Service (Full or Associate) , the Secretary must, within seven (7) days give written notice to the Member Service outlining the Working Party's reasons for the action and of the Member's right of appeal under Rule 8.

- 7.5 The expulsion or suspension does not take effect until the latest of either:
- (i) Until the expiration of seven (7) days within which the Member is entitled to appeal against the resolution concerned; or
  - (ii) If within seven (7) days the Member exercises the right of appeal, the decision to confirm the initial resolution under Rule 8.5.

## **8. RIGHT OF APPEAL OF DISCIPLINED MEMBER**

- 8.1 A member may appeal to the Association in a general meeting against a resolution of the committee under clause 8, within 7 days after notice of the resolution is served on the member, by lodging with the secretary a notice to that effect.
- 8.2 The notice may, but need not, be accompanied by a statement of the grounds on which the member intends to rely for the purposes of the appeal.
- 8.3 On receipt of a notice from a member under subclause (1), the secretary must notify the committee which is to convene a general meeting of the Association to be held within 28 days after the date on which the secretary received the notice.
- 8.4 At a general meeting of the Association convened under subclause (1):
  - (a) No business other than the question of the appeal is to be transacted, and
  - (b) The committee and the member must be given the opportunity to state their respective cases orally or in writing, or both, and
  - (c) The members present are to vote by secret ballot on the question of whether the resolution should be confirmed or revoked.
- 8.5 The appeal is to be determined by a simple majority of votes cast by members of the Association.

## **9. THE MANAGEMENT COMMITTEE**

- 9.1 The Association shall have its affairs controlled and managed by a Committee and the Committee shall be called the Working Party, which will operate according to the principles of these Rules. The Working Party:
  - (a) May exercise all such functions as may be exercised by the Association, other than those functions that are required by these rules to be exercised by a general meeting of members of the Association; and
  - (b) Has power to perform all such acts and do all such things as appear to the committee to be necessary or desirable for the proper management of the affairs of the Association.
- 9.2 The Working Party shall meet to manage the affairs of the Association at least three (3) times a year.
- 9.3 The quorum necessary for the Working Party to make decisions shall be seven (7) Working Party Members and must include a majority of delegates that are not from Domestic Violence NSW Inc. Managed Services.
- 9.4 One (1) delegate, drawn from Full Member services will contribute to Working Party from each of the following regions:



- (a) Greater North West;
- (b) South Coast;
- (c) Riverina;
- (d) Metropolitan;
- (e) Central Coast/Hunter;
- (f) South West, Western Metropolitan and Western Country;
- (g) Orana Far West

9.5 Special Delegates, drawn from Full Member Services will contribute to Working Party to provide advice to the Association on the issues of particular groups. These groups are established by a resolution at a state conference, and will include, but not be limited to the following;

- (a) Indigenous;
- (b) Child Support;
- (c) CALD; and
- (d) Lesbian.

The Chief Executive Officer of the Domestic Violence NSW Inc. Office, and the Manager of the Domestic Violence NSW Inc. Business Centre, shall hold ex-officio positions on the Working Party. Neither shall hold voting rights.

9.6 Elected delegates from the Association's managed services will comprise no more than four (4) positions on the Working Party.

9.7 Once a service comes under the management of the Association, a staff member of that service may be elected as delegate on Working Party and be appointed to the Management Committees of other services managed by the Association, after a period of one (1) year for the Walan Jineras Delegate (Indigenous) position and two (2) years for all other positions.

Current Working Party delegates and Management Committee members of the Association's services will be required to stand down from their position if their service comes under the management of the Association after a period of one (1) year for the Walan Jineras Delegate (Indigenous) position and two (2) years for all other positions.

- (a) A Working Party Delegate from a managed service of the Association will be required to step down from their position if they enter into an industrial or grievance dispute with the Working Party in its role as an employer until otherwise advised by the Working Party or their Management Committee.

9.8 Delegates must be members of the Association and are elected at a Regional Meeting by each region and Special Delegates are elected at a Support Group

Meeting by each Specialist support group. These elections are to be endorsed at the next General Meeting.

- 9.9 Each region and specialist support group may elect an alternate Delegate to attend meetings of the Working Party in the event that the Delegate or Specialist Delegate is unable to do so and such alternate may vote in the place of the Delegate or Specialist Delegate who would otherwise attend.
- 9.10 The Association may, at a General Meeting, appoint any Individual Member as a Delegate or a Special Delegate to fill a casual vacancy. Additionally, a casual vacancy may be filled by a member whose service comes under the management of Domestic Violence NSW Inc. after a period of two (2) years or one (1) year for the Indigenous (Walan Jineras) position. A Delegate or Special Delegate so appointed will hold office until the region or interest group appoints a new Delegate or Special Delegate.
- 9.11 Delegates and Special Delegates shall cease to hold their positions if they:
- (a) submit a written resignation;
  - (b) are removed by a special resolution by postal ballot ; or
  - (c) are absent from three (3) successive Working Party meetings without notifying the Working Party and without the approval of their region or specialist support group.
- 9.12 A Working Party meeting may be held by the Working Party Delegates communicating with each other by any technological means by which they are able to simultaneously hear each other and to participate in the discussion.
- 9.13 At Working Party meetings, the Regional Delegates and Special Delegates hold one (1) vote. The Chief Executive Officer of the Association's Office and the Manager of the Business Centre will hold ex-officio positions without voting rights.
- 9.14 Questions arising at a meeting of the Working Party shall be determined by a consensus of opinion. The opinion of each Working Party Delegate shall be equal in value and shall be considered by all other Delegates.
- 9.15 When a consensus of opinion cannot be reached, the matter will be taken to a vote. 80% of those Working Party Delegates present must vote in favour of the resolution in order for it to succeed.
- 9.16 The Working Party has an obligation to proceed with and implement decisions made at the Association's State Conference.
- 9.17 The Working Party has the power to appoint and terminate staff and contractors.

9.18 When urgent governance matters arise between Working Party meetings, the Working Party will, where possible, call a meeting of the Working Party Delegates.

9.19 Working Party Delegates shall receive seven (7) days notice of ordinary Working Party meetings.

## **10. GENERAL MEETINGS**

10.1 The Working Party shall call on an Annual General Meeting of the Association within six (6) months from the end of the financial year of the Association

10.2 In the case of the Annual General Meeting, the following business shall be transacted whether specified or not:

- (a) Confirmation of the minutes of the last Annual General Meeting, and any recent Special General Meetings;
- (b) Receipt of the Working Party report upon the activities of the Association in the last financial year;
- (c) Appointment of office bearers;
- (d) Presentation of an annual statement prepared by a Chartered Accountant which must outline the following :
  - (i) income and expenditures;
  - (ii) assets and liabilities; and
  - (iii) mortgages, charges and securities.

10.3 The quorum for the Annual General Meeting should be at least seven (7) Working Party Delegates.

10.4 All decisions at General Meetings shall be made by way of a consensus of opinion of those Members present. The opinion of each Member is equal in value and shall be considered by all other Members (other than an appeal under clause 8).

10.5 If a consensus of opinion cannot be reached after adequate discussion, the question will be taken to a vote. In order for a resolution to succeed, more than a half of the votes cast by members are in favour of the resolution.

10.6 At each General Meeting, that Delegate or Special Delegate who is the Chairperson of the Working Party will act as Chairperson of the meeting.

10.7 In the event of a quorum not being reached, it is necessary for the meeting to be adjourned to a future date and for Members to be notified.

10.8 A special resolution must be passed by Individual Members of the Association to effect the following changes:

- (a) A change of the Association's name;
- (b) A change of the Association's rules;
- (c) A change of the Association's aims and objectives; and
- (d) To voluntarily wind up the Association.
- (e) Amalgamating with another registered Association; and
- (f) Removal of a Working Party delegate (as noted in clause 9.11 (b))

#### 10.9 Special Meetings

A General Meeting must be convened within one (1) month of the Working Party receiving a written request to do so, signed by at least 20 Individual Members of the Association.

10.10 A Special Resolution shall be passed by postal ballot :

- (a) A special resolution will be passed if:
  - (i) At least 75% of the participating voting members vote in favour of the resolution;
  - (ii) The postal ballot is carried out in accordance with Associations Incorporation Act 2009 (NSW) and related Regulations.

#### 10.11 Voting

- (a) Proxy voting is permitted at State Conferences and general meetings of the Association, when written ballots are called, in relation to:
  - (i) Recommendations/Resolutions relating to the governance structure of the Association;
  - (ii) Recommendations/Resolutions relating to the Association's Overarching Principles and Access and Equity policies;
  - (iii) Other recommendations/resolutions to be voted on at a conference of the Association or other decision making forums of the Association which, are sent to members 21 days prior to the commencement of the conference or forum;
  - (iv) Election of Office Bearers for Working Party at the AGM

Notice of proxies should be provided, on the Association's official form, to the Secretary (or nominated representative) one week prior to the commencement of state conference or general meeting

- (b) Proxy voting is not permitted in relation to an appeal of a Member (clause 8)

#### 10.12 Making of decisions at general meeting and Domestic Violence NSW Inc. conferences

- (a) A question arising at a general meeting of the Association is to be determined by either:
  - (i) A show of hands; or
  - (ii) If on the motion of the Chairperson or if five (5) or more members present at the meeting decide that the question should be determined by a written ballot.
- (b) If the question is to be determined by a show of hands, a declaration by the Chairperson that a resolution has, on a show of hands, been carried or carried unanimously or carried by a particular majority or lost, or an entry to that effect in the minute book of the Association, is evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against that resolution.
- (c) If the question is to be determined by a written ballot, the ballot is to be conducted in accordance with the Association's *Voting Policy and Procedure*.

### 11. STATE CONFERENCES

- 11.1 Individual Members (of the Member Services) shall meet at least once a year to discuss and confirm practices and policies relating to the general direction of the Association.

### 12. OFFICE BEARERS

- 12.1 Nominations of candidates for election as Working Party office bearers or Association Members may be made at the Annual General Meeting, or in such other ways as may be determined by the Association at Working Party meetings.
- 12.2 Working Party office bearers are elected at the Annual General Meeting and will hold their positions from the date of their appointment until the next Annual General Meeting.

Office bearers of the Working Party, appointed in accordance with Rule 12, shall hold their positions from the date of appointment until the next Annual General Meeting unless their term as a Delegate on the Working Party concludes.

- 12.3 Office bearers shall cease to hold their positions if they:
- (a) Submit a written resignation;
  - (b) Cease to be a member of the Association;
  - (c) Are removed from this position by a General Meeting of the Association; or
  - (d) Are absent from three consecutive Working Party meetings without notifying the Working Party and without the approval of their region.
- 12.4 There shall be a Chairperson of the Working Party acting also as chairperson of the general meeting in accordance with Rule 10.9
- 12.5 There shall be a Vice Chairperson who shall chair the Working Party and general meetings in the absence of the Chair.
- 12.6 There shall be a Secretary, who shall keep records of the business of the Association, including the rules, register of Members, minutes of all meetings of the Association, and a file of correspondence. All these records shall be kept at the registered office of the Association
- 12.7 There shall be a Financial Officer, who shall ensure that all money received by the Association be paid into specified accounts held by the Association.
- 12.8 Expenditures shall be paid by cheque or electronic direct payment as follows :
- (a) if paid by cheque to be signed by two Individual members of the Association authorised by the Working Party;
- 12.9 Delegated expenditure:
- The Working Party may grant to nominated referees authority to expend limited funds on such terms and conditions as the Working Party at a meeting may resolve.
- 12.10 The Financial Officer shall ensure the correct books and accounts are kept showing the financial affairs of the Association. These records shall be available for inspection by any Member within 28 days of the request.
- 12.11 The Financial Officer shall ensure Agreement to Conditions of Grants are adhered to and ensure funds are not transferred between accounts without prior written approval from the funding body.
- 12.12 There shall be a person appointed as the Public Officer.
- 12.13 The first Public Officer shall be the person who completed the application for Incorporation for the Association.

- 12.14 The Members may at a General Meeting remove the Public Officer and appoint a new Public Officer.
- 12.15 The Public Officer must be eighteen (18) years of age or older and must be a resident of New South Wales. She may be an office bearer Member of the Working Party or any other woman regarded as suitable for the position by the Members.
- 12.16 The Public Officer shall be deemed to have vacated her position in the following circumstances:
- (a) Death;
  - (b) Resignation;
  - (c) Removal by the Members in a General Meeting;
  - (d) Bankruptcy or financial insolvency;
  - (e) Mental illness or other serious incapacity to perform the tasks required; or
  - (f) Residency outside New South Wales.
- 12.17 When a vacancy occurs in the position of Public Officer, the Members shall, within fourteen (14) days, notify the Director-General of the Office of Fair Trading on the prescribed form, and appoint a new Public Officer. The new Public Officer is required to notify the Director-General of the Office of Fair Trading of his/her appointment within fourteen (14) days.
- 12.18 The Public Officer is required to notify the Director-General of the Office of Fair Trading on the prescribed form in the following circumstances :
- (a) A change of her residential address (within fourteen (14) days);
  - (b) A change in the Association's aims and objectives or Rules (within one (1) month);
  - (c) A change of office bearers (within fourteen (14) days);
  - (d) A change of the Association's financial affairs (within one (1) month after the Annual General Meeting); or
- 12.19 A change of the Association's name (within one (1) month).

### **13. NOTICES**

- 13.1 Notice may be given by the Association to any Member who is entitled to notice under these Rules by:
- (a) Serving it on the Member; or
  - (b) Sending it by post, facsimile transmission or electronic notification to the Member at her address shown in the Register or the address supplied by the Member to the Association for sending notices to her.
- 13.2 Notice of every General Meeting must be given to:
- (a) Every Full Member Service; and
  - (b) Every Working Party Member
- 13.3 No other person is entitled to receive notice of a General Meeting, except in the case of AGM.
- 13.4 Notice will be given or deemed to be given to an employee of a Member Service by giving notice to the relevant Member Service employing such employees.

#### **14. ACCOUNTS**

The Working Party must keep written financial records in relation to the business of the Association in accordance with the requirements of the Associations Incorporation Act (NSW).

#### **15. WINDING UP**

- 15.1 The Association may be wound up voluntarily if the Association so resolves by special resolution.
- 15.2 If any surplus remains following the winding up of the Association, the surplus will not be paid to or distributed amongst Individual or Member Services. Instead funds will be given or transferred to, subject to compliance with contractual agreements with funding bodies, another Association or corporation, which, by its Constitution, is:
- (a) A public benevolent institution for the purposes of any Commonwealth Taxation Act;
  - (b) Required to pursue charitable purposes only and whose objects are similar to the aims and objectives of the Association;
  - (c) Required to apply its profits (if any) or other Income in promoting its objects; and



- (d) Prohibited from making any distribution to its members or paying fees to its directors,

Such Association or corporation to be determined by the Members at or before the winding up of the Association or, in default, by application to the Supreme Court of New South Wales for determination.

## **16. MISCELLANEOUS**

16.1 The Association shall effect and maintain insurance as required by its funding agreement and relevant legislation.

16.2 The Common Seal of the Association shall be kept in the custody of the Association and shall be kept on the premises of the Registered Office of the Association, and shall only be affixed to a document with the approval of the Working Party Members. The stamping of the Common Seal shall be witnessed by the signatures of two members of the Association.

### **16.3 Funds Management**

- (a) 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 such manner as the Working Party determines.
- (b) All cheques, drafts, bills of exchange, promissory notes and other negotiable instruments must be signed by any two members of the Working Party or employees of the Association, being members or employees authorised to do so by the Working Party.

### **16.4 Financial Year**

The financial year of the Association is:

- (a) The period of time commencing on the date of Incorporation of the Association and ending on the following 30 June, and
- (b) Each period of twelve (12) months after the expiration of the previous financial year of the Association, commencing on 1 July and ending on the following 30 June.

## **17. ESTABLISHMENT AND OPERATION OF GIFT FUND**

### **17.1 Maintaining Gift Fund**

Domestic Violence NSW Inc., known as the Association, must maintain for the Principal Purpose of the institution a fund (Gift Fund):

- (a) To which gifts of money or property for that purpose are to be made;

- (b) To which any money received by the entity because of those gifts is to be credited; and
- (c) That does not receive any other money or property.

#### 17.2 Limits on use of Gift Fund

The Association must use the following only for the Principal Purpose of the institution:

- (a) Gifts made to the Gift Fund;
- (d) Any money received because of those gifts.

#### 17.3 Winding up

- (a) At the first occurrence of:
  - (i) The winding up of the Gift Fund; or
  - (ii) The revocation of the organisation's deductible gift recipient endorsementany surplus assets of the Gift Fund must be transferred to another public benevolent institution in which income tax deductible gifts can be made.

#### 17.4 Bank account

The Association shall maintain a separate bank account in the name of Domestic Violence NSW Incorporated Donation Account.