



# Constitution of the Settlement Council of Australia SCOA

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## 1. NAME

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This document, as amended from time to time in accordance with the Act, will be the Constitution of the:

Settlement Council of Australia Incorporated (SCOA)

## 2. DEFINITIONS

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For the purposes of this Constitution, the words set forth hereunder shall have attributed to them the definition set alongside the same:

2.1 “SCOA” shall mean the Settlement Council of Australia Incorporated.

2.2 “Board” shall mean the management Board of the SCOA

2.3 “Constitution” shall mean the Constitution of the SCOA

2.4 “Annual General Meeting” or “General Meeting” shall mean the Annual General Meeting or General Meeting of the members of SCOA

2.5 ‘Representative’ shall mean the representative of the financial member organisation who is entitled to vote in a General Meeting.

2.6 ‘Director’ shall mean the individual representing a financial member organisation, elected by their state/territory financial members to represent the state/territory on the Board

2.7 ‘Member’ means a Full Member or Associate Member unless the context requires otherwise.

2.7A ‘Full Member’ shall mean a financial member organisation with voting rights admitted to membership pursuant to clause 6 and shall not mean the individual who represents the organisation.

2.7B ‘Associate Member’ shall mean a member who is admitted to membership pursuant to rule 6.5 and shall have no voting rights at any General Meeting, nor any right to nominate, or vote

in the elections of, a representative to the Board.

2.8 “Financial year” shall cover the period from 1 July to 30 June.

2.9 “Act” means the Associations Incorporation Act 1981 as modified by the Associations Incorporation Reform Act 2012.

2.10 “Regulations” means the Regulations under the Act.

2.11 “Relevant Documents” has the same meaning as in the Act.

2.12 “CEO” means the Chief Executive Officer of the SCOA as appointed pursuant to clause 10A.

### **3. STATEMENT OF PURPOSE OF THE SCOA**

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#### 3.1 PURPOSE

SCOA is the national peak body representing the settlement services sector

#### 3.2 GOAL

SCOA’s goal is to help ensure the best possible settlement outcomes for clients, providers and funders of services and of the Australian community

#### 3.3 VISION

An equitable, respectful and inclusive Australia where effective settlement outcomes provide every opportunity to humanitarian entrants and migrants to fully participate in society

#### 3.4 OBJECTIVES

- a) Providing governance through modeling accountability, continuous evaluation, transparency and ethical conduct to both the sector and its clients
- b) Providing leadership by reflecting the interests of the settlement sector and its clients, developing best practice, quality assurance and service standards in the settlement sector and providing evidence based advocacy on behalf of the settlement sector
- c) Ensuring effective consultation by listening and informing the settlement sector, and by collaborating with partners in the government and non-government sector, including academia and business
- d) Ensuring meaningful engagement with all media on issues of relevance and importance to the settlement sector and timely advice to relevant ministers and their departments.
- e) Identifying and procuring resources to support the work of the SCOA

### **4. ALTERATION OF THE RULES.**

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These Rules and the Statement of purposes of the Association must not be altered except in

accordance with the Act.

## **5. POWERS AND OBLIGATIONS**

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The powers of the SCOA shall be:

- 5.1 To incorporate as a legal entity and be responsible solely to its members consistent with the requirements of law.
- 5.2 To acquire resources as may be available to meet the aims and objectives of the SCOA.
- 5.3 To employ, engage and dismiss personnel by any reasonable terms and conditions.
- 5.4 As far as law will permit and subject to the provisions of any relevant statutes, rules, regulations or by-laws or any licenses issued in pursuance thereof, to take such steps and to expend such moneys as may from time to time be deemed expedient for the purpose of raising funds or collecting or procuring contributions to the funds of the SCOA in the shape of donations, annual subscriptions or otherwise.
- 5.5 To draw, make, accept, endorse, execute and issue promissory notes, bills of exchange, cheques and other negotiable instruments.
- 5.6 To accept subscriptions, guarantees, donations and bequests (whether real or personal estate) for all or any of the purposes aforesaid and either with or without conditional right of repayment.
- 5.7 To do everything necessary and proper in order to carry into full effect and force provisions of all funding agreements.
- 5.8 To make such delegations, standing orders, by-laws or regulations as are deemed expedient and necessary for the proper administration, coordination and management of the SCOA.
- 5.9 The SCOA shall not engage in direct service provision.

## **6. MEMBERSHIP**

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There will be two classes of member pursuant to this clause 6:

- (a) Full Members, who have full voting rights and may nominate and vote to elect members of the Board; and
  - (b) Associate Members who have no voting rights and are not entitled to nominate or vote to elect members of the Board.
- 6.1. Full membership of the SCOA with voting rights is open to organisations whose role is to provide direct settlement service delivery and requires each member organisation to nominate two representatives duly authorised by the organisation's board of management, which representatives may attend General Meetings of the SCOA and exercise voting rights

on behalf of the member they represent.

- 6.2 Application to SCOA will be effected by completing an application in the form set out at Appendix 1 or as amended from time to time by the Board and delivering it to the SCOA National Office.
- 6.3 Membership fees fall due on the 1<sup>st</sup> July of each year and a Member's liability to SCOA is limited to the Membership Fees, if any, unpaid at any given time.
- 6.4 Full Members shall be entitled to nominate a replacement representative with full voting rights if their nominated representative (s) is unable to attend, by notifying the secretary in writing no later than 5 business days before the General Meeting
- 6.5 Other relevant organisations that share the objectives of the SCOA may apply to become Associate Members without voting rights.
- 6.6 Acceptance of a SCOA member is by majority vote of the Board.
- 6.7 Membership takes effect upon formal notification by the SCOA of the successful application and following receipt of membership fees from the applicant.
- 6.8 The Board shall not be required to give any reason for rejection of any application for membership or for determining whether an applicant should receive Full or Associate Membership. The Board must notify the organisation of its decision which organisation may apply to the Board to bring the question of admission and reconsideration to the subsequent General Meeting whose decision shall be final.
- 6.9 Membership rights shall not be transferable and shall terminate upon written notice by the Member of its desire to cease to be a member or other cessation of membership in accordance with this Constitution.
- 6.10 A register of financial members shall be maintained through the national office and monitored by the Secretary.
- 6.11 The position of a Director becomes vacant if:
  - a) The Full Member they represent ceases to be a financial member of SCOA.
  - b) The Representative ceases employment with the Full Member.
  - c) The Full Member they represent becomes insolvent under the administration within the meaning of the Corporations Law, or
  - d) Representative resigns from office by notice in writing given to the Secretary

## **7. MEMBERSHIP FEES**

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- 7.1. Membership fees shall be paid within 28 days of formal notification of the acceptance of a new member and all members must be fully financial for that year, before they are entitled to

nominate for the Board, and must be fully financial by 31 October to be entitled to vote in a GM and AGM

7.2. The annual membership fees shall be determined by the Board from time to time.

## **8. CESSATION OF MEMBERSHIP**

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8.1 Subject to these rules, the Board may by resolution suspend for a specified period or expel a member from SCOA and or their representative from the Board on the vote of no less than 80% of the Board, at a face to face meeting, where the Member or Director, as the case may be, who is to be stood down is present, and where a notice of such a meeting is circulated to all Board members at least 28 days before the meeting if the Board is of the opinion that the member or Director:

- (i) has refused or neglected to comply with these rules or
- (ii) has been guilty of conduct unbecoming, or prejudicial to the interests of the Settlement Council of Australia.

8.2 A resolution of the Board under sub-clause (1)

- a) does not take effect unless the Board serves on the member a notice under sub-clause (3) confirming the resolution and
- b) where the member exercises a right of appeal to the Settlement Council of Australia Incorporated under this clause, does not take effect unless the Settlement Council of Australia confirms the resolution in accordance with this clause 8.

8.3 Where the Board passes a resolution under sub-clause (1), it shall as soon as practicable cause to be served on the member a notice in writing:

- a) setting out the resolution of the Board and the grounds on which it is based;
- b) stating that the member may serve a notice of appeal requesting a General Meeting to be held for the purpose of hearing the member's appeal against the suspension or expulsion of the Member, no later than 8 weeks after the service of the notice.

and if the member so requests, the Board must issue a notice of General Meeting to be held no later than 21 days after the notice of appeal is received from the Member:

- c) stating the date, place and time of that meeting;
- d) informing the member that they may do one or more of the following:
  - (i) attend that meeting;
  - (ii) give to the Board before the date of that meeting a written statement seeking the revocation of the resolution; or
  - (iii) withdraw the notice of appeal.

- 8.4 At a meeting of the Board held in accordance with sub-clause (1), the Board:
- a) shall give the member an opportunity to be heard;
  - b) shall give due consideration to any written statement submitted by the member; and
  - c) shall by resolution determine whether to confirm or to revoke the resolution.
- 8.5 *Not Used*
- 8.6 At a general meeting of the Settlement Council of Australia convened under sub-clause (3):
- a) no business other than the question of the appeal shall be transacted;
  - b) the Board may place before the meeting details of the grounds for the resolution and the reasons for the passing the resolution;
  - c) the member shall be given an opportunity to be heard; and
  - d) the members present shall vote by secret ballot on the question whether the resolution should be confirmed or revoked.
- 8.7 If at the last general meeting:
- a) two-thirds of the members vote in person or by proxy in favour of the confirmation of the resolution the resolution is confirmed; and
  - b) in any other case, the resolution is revoked.

## **9. DISPUTES AND MEDIATION**

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- 9.1 The grievance procedure set out in this rule applies to disputes under these Rules between-
- a) a member and another member; or
  - b) a member and the Association
- 9.2 The parties to the dispute must meet and discuss the matter in dispute, and, if possible, resolve the dispute within 30 days after the dispute comes to the attention of all the parties.
- 9.3 If the parties are unable to resolve the dispute at the meeting, or if a party fails to attend that meeting, then the parties must, within 30 days, hold a meeting in the presence of a mediator.
- 9.4 The mediator must be-
- a) a person chosen by agreement between the parties; or
  - b) in the absence of agreement
    - (i) in the case of dispute between a member and another member, a person appointed by the Board; or

- (ii) in the case of a dispute between a member and the Association, a person who is a mediator appointed or employed by the Dispute Settlement Centre of Victoria (Department of Justice).
- 9.5 A Director can be a mediator for the purposes of clause 9.4(b)(i).
- 9.6 The mediator cannot be a person who is a party to the dispute.
- 9.7 The parties to the dispute must, in good faith, attempt to settle the dispute by mediation.
- 9.8 The mediator, in conducting the mediation, must-
  - a) give the parties to the mediation process every opportunity to be heard; and
  - b) allow due consideration by all parties of any written statement submitted by any party; and
  - c) ensure that natural justice is accorded to the parties to the dispute throughout the mediation process.
- 9.9 The mediator must not determine the dispute.
- 9.10 If the mediation process does not result in the dispute being resolved, the parties may seek to resolve the dispute in accordance with the Act otherwise at law.
- 9.11 In the event of a member being expelled, they shall not be precluded from re-applying for membership in the following financial year. Acceptance of membership after expulsion shall be at the discretion of the Board.
- 9.12 The Secretary must record in the register of members the date on which the member ceased to be a member.

## **10. BOARD**

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- 10.1A Subject to the direction of the membership in General Meeting, and the provisions of clause 10.11, the Board shall be entitled to exercise the powers of the SCOA as set out in clause 5, provided that at all times the Board's actions are carried out in pursuit of the Purpose, Goal, Vision and Objectives of the SCOA as set out in clause 3.
- 10.1 The Board will be comprised of 2 Full Members from Victoria and 2 from New South Wales and 1 Full Member each from each other State and Territory of Australia, elected for 3 year terms pursuant to clause 10.3A, together with up to 3 other persons co-opted in accordance with clause 10.11(j).
- 10.2 If the position of a Director becomes vacant pursuant to clause 6.11 or because a Director is unable to attend more than 3 consecutive Board Meetings in one year without prior

negotiation with the Board, the Board will request that the Full Member that Director represented nominate a replacement within 28 days of the position becoming vacant. In the event that this does not occur the Board may co-opt a representative of a member organisation from that state or territory to fill the vacant position until the next elections.

#### 10.3A Election of Directors

- a) Full Members who are financial members as at 30 September of the year of election shall be entitled to participate in the nomination of their state representative(s) as Director(s) on the Board through a state election conducted by the sitting Directors representing each State/Territory (provided that at least 70% of state Full Members participate in the election).
- b) Elections will be held every three years through a meeting conducted pursuant to the rules in article 14 or postal ballot and by show of hands and or secret ballot as may be decided by Full Members present at the meeting.
- c) The result of the election will be forwarded in writing to the SCOA Secretary by no later than 31 October of the election year.
- d) The Board may, from time to time, specify a nomination procedure for Full Members wishing to nominate a representative to be elected on behalf of their state or territory.
- e) Where there is only one state or territory Full Member as of 30 September in the relevant year, they may nominate themselves.
- f) Where there are insufficient Full Members in a state or territory to comply with the nomination procedures a potential nominee from that State or Territory may liaise with the Board to determine an appropriate nomination procedure.
- g) Where the number of nominees to represent a State or Territory on the Board is equal to or less than the number of positions available for that State or Territory, those nominees are automatically taken to be elected, without the need for a formal election.

10.3 The newly elected Board will hold a meeting before the AGM where all Directors are present to elect Office Bearers by a show of hands and or secret ballot as the Directors may determine; and announce the new Directors and Office Bearers to the AGM. The Office Bearers will be;

Chairperson  
Deputy Chairperson  
Secretary / Public officer  
Treasurer

#### **CHAIRPERSON**

10.4 The Chairperson shall preside at all general meetings and Board meetings and will have a casting vote in the event of an equality of votes.

10.5 The Chairperson will represent the decisions made by Board in consultation with the membership



- 10.6 In the event of the Chairperson's absence from a general meeting, the Vice Chairperson, or in their absence, another Director elected by the Board must preside at the general meeting.
- 10.7 The Chairperson shall, consistent with rules 11 to 13, authorise the content and order of business for each Committee, General and Special General Meeting held by the Association through publication of an Agenda.

### **SECRETARY**

- 10.8 The Secretary shall ensure minutes are recorded and kept of the resolutions and proceedings of each General and each Board Meeting, with a record of the names of persons present at such meetings. The Secretary shall ensure minutes and agendas of Board Meetings shall be circulated to all Directors, at least 5 business days prior to such meetings
- 10.9 The Secretary must ensure through regular monitoring, the confidentiality, safe keeping and archiving of all intellectual property including documents, data and securities of the Association and will, upon reasonable request, make any relevant records including minutes available to any Member within a reasonable timeframe.

### **TREASURER**

10.10 The Treasurer of the SCOA

- a) Shall be responsible for ensuring the proper collection and receipt of all monies due to SCOA and overseeing all payments authorised by SCOA pursuant to any delegation or decision of the Board; and
- b) Shall be responsible for ensuring correct accounts and documents are kept showing the financial affairs of the SCOA, and that full details of all receipts and expenditure connected with the activities of the SCOA are made available at each Board meeting for approval

### **10.11 CONDUCT OF BOARD**

- a) All Directors will sign a Confidentiality and Code of Conduct Agreement that commits them to fully accept and abide by the constitution powers and objects
- b) In accordance with the Principles and values of the Association, the Board shall consult with its constituent members prior to making any significant policy decision and shall adopt procedures to support such consultation including the distribution of minutes of meetings to all members
- c) The Board shall exercise oversight over the business and affairs of the Association
- d) The Board may, subject to this Constitution, the Act and the Regulations, exercise all such powers and functions as may be exercised by the Association other than those powers and functions that are required by these rules to be exercised by general meetings of the Association
- e) Subject to this Constitution, the Act and the Regulations, the Board has the power to perform all such acts and things as appear to be essential for the proper governance of the Association.

- f) Any Director shall have power to call a meeting of the Board
- g) The Board may choose to conduct its meetings face to face or by telephone conferencing.
- h) The quorum of a meeting of the Board shall be 5 elected members from 5 states/territories
- i) The Board may establish committees or working groups from time to time to perform particular tasks. Such groups will have no decision-making powers and will be required to report regularly to the Board.
- j) The Board may co-opt persons of its choice having particular skills and/or knowledge to serve on the Board for a specified period of time.

10.12 No one state/territory shall occupy the same office bearer position for more than two (2) consecutive 3 year terms

10.13 The immediate past Chairperson shall remain on the Committee as an additional member for a period of 12 months with full voting rights.

10.14 A Director who has a material personal interest in a matter that is being considered at a Board meeting must not be present while the matter is being considered at the meeting nor vote on the matter, except where the Chairperson in its discretion permits that Director to remain as an observer.

## **10A. CHIEF EXECUTIVE OFFICER**

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10A.1 The Board may appoint one Chief Executive Officer (“CEO”) of the SCOA, for any period and on any terms (including remuneration) as the Board resolves. Subject to any agreement between the Board and the CEO, the Board may vary or terminate the appointment of the CEO at any time.

10A.2 The Board may delegate any of its powers to the CEO for any period and on any terms (including the power to further delegate) as the Board resolves in writing. The Board may, by resolution, revoke or vary any power delegated to the CEO.

10A.3 The CEO must exercise the powers delegated to him or her in accordance with any directions of the Board.

10A.4 The CEO, in consultation with the Chairperson and the Secretary, will set and circulate the agenda of all meetings of the Board as well as each General meeting of the SCOA.

10A.5 The CEO shall ensure minutes are kept of the resolutions and proceedings of each General and each Board Meeting, with a record of the names of persons present at such meetings. The Secretary shall ensure minutes and agendas of Board Meetings shall be circulated to all Directors, within 10 business days of such meetings

## **11. GENERAL MEETING**

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- 11.1 A quorum at any General Meeting shall be 30% of all financial Full Members representing at least 5 States/Territories including representation by proxy. In the absence of a quorum, such a meeting shall proceed provided that decisions are not deemed valid unless they are ratified in writing by 50% of financial Full Members within 3 months of the General Meeting.
- 11.2 Written notice of not less than 21 days of all General Meetings shall be distributed to all members. Notice of meeting shall state the place, date and time of meeting and the nature of business to be conducted at the meeting. Notice may be sent to the address appearing in the register of members; or where the member requests, by facsimile transmission or electronic transmission.
- 11.3 No business other than that set out in the notice convening the meeting may be conducted at the meeting unless those Full Members present agree by special majority to consider other business.
- 11.4 A Full Member intending to bring any business before a meeting may notify the secretary in writing or by electronic transmission, not less than 4 weeks before the meeting, who must, subject to the approval of the Chairperson, include that business in the notice of the next general meeting.
- 11.5 All present Full Members at a General Meeting will be entitled to 1 vote each. Full Members not present at the AGM may provide a written proxy vote to another Full Member from their State attending the AGM provided they send a copy of the proxy in the form set out in Appendix 2 to the Secretary no less than 5 business days before the Meeting. Where no state representative is able to attend the Meeting, the Full Member may provide the proxy vote to a Full Member from another state who is attending.
- 11.6 General Meetings may be held at the time and place (including 2 or more venues using technology which gives Members as a whole a reasonable opportunity to participate) and in the manner that the Board resolves.

## **12. ANNUAL GENERAL MEETINGS**

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- 12.1 The Board may determine the date, time and place of the annual general meeting of the Association provided that an AGM is held within five (5) months of the end of each Financial Year.
- 12.2 The notice convening the annual general meeting must specify that the meeting is an annual general meeting.
- 12.3 The ordinary business of the Annual General Meeting shall be:
- a) To receive the Annual Report comprising reports from the Chairperson and Treasurer, and the audited financial statements for the previous financial year.
  - b) To note State/Territory elections for the Board (on a three-year basis).
  - c) To conduct any other business placed on the agenda 28 days prior to the meeting and distributed to members within 21 days of the meeting. Notice of such business shall

be provided in writing to the Secretary with copies of relevant material for distribution to members

- d) To confirm the minutes of the previous annual general meeting and of any general meeting held since that meeting; and
  - e) To receive and consider the statement submitted by the Association in accordance with section 30(3) of the Act.
  - 1) The annual general meeting may conduct any special business of which notice has been given in accordance with these Rules.
- 12.4 Board elections will be held every three years prior to the AGM pursuant to clause 10.3A and will be announced at the AGM
- 12.5 To appoint an auditor.
- 12.6 Written notice of an Annual General Meeting of not less than 21 days shall be distributed to all members.
- 12.7 Such notice shall include appropriate forms for members to nominate only one of their participating representatives to vote at the AGM
- 12.8 The Secretary will make publicly available at the commencement of the AGM, a register of participating financial member representatives who have written endorsement by their organisation, and or through proxy by another member from their state or territory to vote at the AGM.
- 12.9 In all other respects clause 11 applies to the conduct of an AGM.

### **13. SPECIAL GENERAL MEETING**

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- 13.1 All general meetings other than the annual general meeting shall be called special general meetings.
- 13.2 The Board may, whenever it thinks fit, convene a special general meeting of the SCOA and, where, but for this sub-clause more than 15 months would elapse between annual general meetings, shall convene a special general meeting before the expiration of that period.
- 13.3 The Board shall, on the requisition in writing of Full Members representing not less than 15% of the total number of Full Members, and at least three (3) states, convene a Special General meeting of the SCOA
- 13.4 The requisition for a special general meeting under clause 13.3 shall state the objects of the meeting and shall be signed by the Full Members making the requisition and be sent to the address of the Secretary and may consist of several documents in a life form, each signed by one or more of the members making the requisition.
- 13.5 If the Board does not cause a special general meeting to be held within one month after the

date on which the requisition under clause 13.3 is sent to the address of the Secretary, the Full Members making the requisition, or any of them, may convene a special general meeting to be held not later than 3 months after that date.

- 13.6 The request for a special general meeting under clause 13.3 must-
- a) state the objects of the meeting; and
  - b) be signed by the members requesting the meeting and
  - c) be sent to the address of the secretary
- 13.7 A special meeting convened by the Full Members in pursuance of this clause 13 shall be convened in the same manner as nearly as possible as that in which those meetings are convened by the Board and all reasonable expenses incurred in convening the meeting shall be refunded by the SCOA to the persons incurring the expense.
- 13.8 All business that is conducted at a special general meeting and all business that is conducted at the annual general meeting, except for business conducted under the Rules as ordinary business of the annual general meeting, is deemed to be special business.

## **14. VOTING**

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- 14.1 Questions arising at a meeting of the Board, Sub-Committee, or General Meeting shall be determined by a show of hands unless a majority of members request for a poll to be taken by some other form during that same meeting
- 14.2 Associate organisations and/or persons with special interest or knowledge relevant to the SCOA may be invited to attend any or part of a meeting as observers at the discretion of the SCOA but such person may not vote.
- 14.3 The Board in consultation with its members may invite persons with special interest and/or knowledge to speak to the meeting.
- 14.4 All written proxies must comply be in the form set out in Appendix 2 and must be delivered to the secretary no less than 5 business days prior to a General Meeting
- 14.5 For the purpose of all General Meetings, each financial organisation shall be entitled to 1 (one) vote.
- 14.6 In the case of an equality of voting on a question, the Chairperson of the meeting is entitled to exercise a second or casting vote.
- 14.7 If a question arising at a meeting of the Association is determined on a show of hands - a declaration by the Chairperson that a resolution has been:
- a) Carried; or
  - b) Carried unanimously; or
  - c) Carried by a particular majority; or

d) Lost; and

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.

14.8 At the meetings of the Association or Board, the Chairperson shall preside over the meetings, or in his/her absence, the Deputy Chairperson. If the Chairperson and Deputy Chairperson are absent or unable to preside, the members must choose one of their number to preside.

## **15. SEAL**

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15.1 The Common Seal of the SCOA shall be kept in the custody of the CEO.

15.2 The Common Seal shall not be affixed to any instrument except by the authority of the Board (which authority may be delegated) and the affixing of the Common Seal shall be attested by the signatures either of two Directors or of one Director and of the CEO of the SCOA

## **16. ACCOUNT AND CHEQUES**

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All banking documents including cheques, drafts, bills of exchange, promissory notes and other negotiable instruments shall be signed by the Treasurer and or Chairperson and or CEO. All SCOA accounts will be opened jointly by the Treasurer, Chairperson and CEO and any two of the account holders can authorise any payment. The Board may delegate authority to make payments to the CEO on such terms as the Board thinks fit.

## **17. FINANCES AND PROPERTY**

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17.1 The Board and the CEO will ensure that members and/or staff are indemnified against any personal loss in respect of any incurred pecuniary liability in relation to activities approved only by the SCOA.

17.2 The funds of the SCOA shall be derived from membership fees and such other sources as the Board determines from time to time.

17.3 The income, property and funds of the SCOA shall be used and applied solely towards the promotion of the objects and shall not be paid or transferred to member organisations provided that nothing herein contained shall prevent the payment in good faith to any organisation or person in return for services actually rendered.

## **18. WINDING UP AND DISSOLUTION**

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18.1 The SCOA shall not be dissolved except by approval of not less than 75% of the Full Members representing at least 5 States/Territories at a Special General Meeting called for that purpose of which not less than 8 weeks written notice including notice of the proposed dissolution has been given to all members.

- 18.2 If on the winding-up or dissolution of the SCOA there remains after the satisfaction of its debts and liabilities any monies provided by funding bodies through a formalised agreement, such monies shall be disposed of under the terms of that agreement.
- 18.3 Any remaining monies or assets shall be disposed of by the decision of a Special General Meeting to 'not for profit' non-government organisations which share the objectives of the SCOA
- 18.4 For the avoidance of doubt, in the event of winding up or the cancellation of the incorporation of the association, the assets of the Association must be disposed of in accordance with the provisions of the Act.

## Appendix 1

### APPLICATION FOR MEMBERSHIP OF Settlement Council of Australia Incorporated.

I, \_\_\_\_\_ of \_\_\_\_\_ desire to become a  
*(name and occupation)* *(address)*  
member of  
*(name of Association)*

In the event of my admission as a member, I agree to be bound by the rules of the Association for the time being in force as per the Constitution

Signature of Applicant

Date

I, \_\_\_\_\_ a member of the Association,  
*(name)*

Nominate the applicant, who is personally known to *me*, for membership of the Association,

Signature of Applicant

Date

I, \_\_\_\_\_ a member of the Association, second  
*(name)*

Nominate the applicant, who is personally known to *me*, for membership of the Association,

Signature of Applicant

Date



## Appendix 2

### FORM OF APPOINTMENT OF PROXY

I,

*(name)*

of

*(address)*

being a member of

*(name of Incorporated Association)*

appoint

*(name of proxy holder)*

of

*(address of proxy holder)*

being a member of that Incorporated Association, as my proxy as per the constitution rules to vote for me on my behalf at the annual/special\* general meeting of the Association to be held on-

*(date of meeting)*

and at any adjournment of that meeting.

My proxy is authorised to vote in favour or/against\* following resolution (insert detail of resolution).

Signed

Date

\*Delete if not applicable