

**Under the Associations Incorporation Act 2009**

**RULES OF  
NEWCASTLE BUSINESS IMPROVEMENT ASSOCIATION  
INCORPORATED**

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INCORPORATED**

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**RULES OF  
NEWCASTLE CITY CENTRE BUSINESS IMPROVEMENT AREA ASSOCIATION  
INCORPORATED**

**CHAPTER I – NAME AND OBJECTS**

**1. INTERPRETATION**

1.1 In these Rules, unless the context indicates otherwise:

"**Act**" means the Associations Incorporation Act 2009;

"**Annual Financial Statement**" means the Annual Financial Statement for the Association to be approved by the Members,

"**Annual General Meeting**" has the meaning given to it in Rule 22;

"**Approved Funding Agreement**" means any agreement in place from time to time between Council and the Association relating to the transfer of funds to the Association of money collected by the Council.

"**Associate Member**" means a member of the Association admitted pursuant to Rule 5.5;

"**Association**" means the Newcastle Business Improvement Area Association Incorporated;

"**Business Day**" means a day on which registered banks are open for business in Newcastle, but does not include Saturdays, Sundays and public holidays;

"**Chairperson**" means the chairperson of the Association referred to in Rule 16;

"**Council**" means the Newcastle City Council;

"**Executive Committee**" means the committee of the Association referred to in Rule 13;

"**Full Member**" means a member of the Association in terms of Rules 5.1 and 5.2;

"**General Meetings**" means the Annual General Meeting and Special General Meetings of the Association;

"**Business Improvement Area Manager**" means a person employed or appointed by the Association to undertake the role of administering and co-ordinating the Business Improvement Area Programme on behalf of the Association in either a paid or unpaid capacity;

"**Business Improvement Area Funding Grant**" means any grant received from the Council for the purposes of the Business Improvement Area Programme;

**"Business Improvement Area Programme"** means the programme involving the Council, the business community and other stakeholders of Newcastle to organise, design, promote, improve and develop the commercial areas of the city of Newcastle, including Newcastle, Newcastle Beach, Darby St, Cooks Hill, The Junction, Wickham, Honeysuckle and other commercial centres where Council has provided for a special rate levy similar in purpose and objects to the Newcastle Improvement Special Rate Levy.

**"Members"** means the members of the Association from time to time including Associate Members and Full Members;

**"Officers"** means the Chairperson, Secretary and Treasurer of the Association referred to in Rules 16 and 17;

**"Secretary"** means the Secretary of the Association referred to in Rule 16;

**"Special General Meeting"** has the meaning given to it in Rule 24;

**"Special Resolution"** has the meaning given to it in Rule 29;

**"Special Subscription"** has the meaning given to it in Rule 5.6;

**"Treasurer"** means the Treasurer of the Association referred to in Rule 17.

**References to Persons:** references in these Rules to persons include references to individuals, companies, corporations, partnerships, firms, joint ventures, associations, trusts, organisations or other entities.

## **2. NAME**

2.1 The name of the Association is Newcastle Business Improvement Association Incorporated.

## **3. OBJECTS**

3.1. The goals of the Association are:

- (a) to make Newcastle and other commercial centres a safe, clean, commercially vibrant, and attractive business districts.
- (b) to help and encourage the city of Newcastle to live up to its name as Newcastle Business Improvement Association.

3.2 The objects of the Association are:

- (a) to promote the development and advancement of the commercial interests of businesses in the city of Newcastle's commercial areas through a co-ordinated and structured promotion, advocacy and planning programme;
- (b) to foster the welfare and economic development of the city of Newcastle.

- (c) to enhance safety and security and to attract and retain businesses to drive employment growth and economic, social, cultural and environmental wellbeing;
- (d) to make arrangements with the Government, the Council and/or other persons, corporations, associations or local authorities for the improvement of streets, reserves, playing areas and park areas, and for lighting, surfacing, and cleaning in and around the city of Newcastle's commercial areas;
- (e) for the purposes and objects stated in these Rules, to administer funds allocated to the Association by the Council from the Newcastle Improvement Special Rate Levy and similar levies from other commercial areas for the purposes for which these Special Rates are levied from time to time, and any other income, funding or grants received by the Association, to deliver services, programmes and outcomes in Newcastle;
- (f) to do all things as are, or may be incidental to, or conducive to, the attainment of these objects.

3.3 The assets and income of the Association shall be applied solely in furtherance of its above-mentioned objects and no portion shall be distributed directly or indirectly to the members of the Association except as bona fide compensation for services rendered or expenses incurred on behalf of the Association as may be otherwise permitted under this constitution.

## **CHAPTER II – POWERS**

### **4. SCOPE OF THE ASSOCIATION'S POWERS**

4.1 The Association has the widest possible powers to do all things which may be necessary to pursue the Association's goals and objects including (but not limited to) the following powers:

- (a) to purchase, take on, lease, exchange, hire, or otherwise acquire any real or personal property, and to sell, mortgage, dispose of or otherwise deal with any real or personal property of the Association and any rights or privileges which the Association thinks necessary or expedient for the purposes of attaining the objects of the Association or promoting the interests of the Association, its Members or any other persons;
- (b) to use the funds of the Association as the Association may consider necessary or proper to:
  - (i) pay the costs and expenses of the Association; and
  - (ii) further the objects of the Association; including the employment of solicitors, agents, officers and servants as necessary or expedient;
- (c) to engage in prosecuting, defending or otherwise taking any legal action or legal proceedings on behalf of the Association and for that purpose, to expend such moneys and employ such solicitors, counsel and other advisors as the Association may think fit;

- (d) to apply for and acquire any licences or permits deemed necessary by the Association;
- (e) to open and operate bank accounts of whatever nature or description subject to such conditions as the Association thinks fit;
- (f) to engage with the community and assist any charity or charitable purpose by such financial or other means as the Association thinks fit;
- (g) to borrow or raise money by any means and upon such conditions as the Association thinks fit;
- (h) to employ staff and engage contractors for such purposes and for such periods and subject to such conditions as the Association thinks fit;
- (i) **PROVIDED THAT** the Association shall not give money or lend money at less than current commercial rates, having regard to the nature and term of the loan, to any person:
  - (i) who is a Member of the Association; or
  - (ii) who is a shareholder or director of any company by which any business of the Association is carried on; or
  - (iii) who is a settlor or trustee of a trust that is a shareholder of any company by which any business of the Association is to be carried on.

### **CHAPTER III – ASSOCIATION MEMBERSHIP**

#### **5. MEMBERSHIP QUALIFICATIONS**

5.1 There shall be Full Members of the Association. The nominee of a corporation and other natural persons shall be entitled to be a Full Member of the Association if the corporation or natural person:

- (a) owns one or more commercially rated properties within Newcastle and pays the Business Improvement Special Rate Levy; or
- (b) occupies or is the tenant of one or more premises on a commercially rated property within the Special Rate area and who operates a business from these premises; and
- (c) has not previously been expelled from the Association.

5.2 Any person entitled to be a Full Member and who wishes to become a member shall provide details of their name, address, occupation or business within the Newcastle Improvement Special Rate Levy area to the Secretary.

5.2.1 The Secretary shall advise the Executive Committee of an application for full membership and the Executive Committee shall determine at its next scheduled meeting whether the applicant shall be admitted, or hold-over\_such decision to\_its next scheduled

meeting. The Executive Committee may reject applications for full membership without providing reasons.

5.3 A natural person is restricted to one vote.

5.4 Any person who ceases to be entitled to be a Full Member of the Association shall immediately provide notice of that fact, and of the date their entitlement ceased, to the Secretary.

5.5 There may be Associate Members of the Association. A person or entity who does not qualify to be a Full Member or whose application for full membership has been rejected by the Executive Committee, may apply for Associate Membership by applying to the Secretary. The Secretary shall advise the Executive Committee of the application and the Executive Committee shall determine at its next scheduled meeting whether the applicant shall be admitted.

5.6 An Associate Member shall, in each year, pay a Special Subscription of such amount as is determined by the Executive Committee from time to time. The Executive Committee may appoint an Associate Member onto a sub-committee.

5.7 Each Member which is not an individual shall designate an individual representative to act on its behalf in all matters relating to the Association, and shall notify the Secretary of that representative's name and address.

5.8 The rights of the Members of the Association shall be as follows.

(a) each Full Member shall be entitled to one vote at General Meetings;

(b) each Full or Associate member shall be entitled to attend all General Meetings, but an Associate Member shall not be entitled to vote;

(c) each Member shall be entitled to stand for election to the Executive Committee

5.9 The Executive Committee may establish additional non-voting membership categories for individuals or other entities that do not qualify for other forms of membership, or for individuals or other entities who wish to apply for special member benefit packages. Any such members shall not be entitled to stand for election to the Executive Committee. The fees for any additional membership category shall be determined by the Executive Committee as it considers appropriate.

## **6. TERMINATION OF MEMBERSHIP**

6.1 A person ceases to be a Member of the Association if the person:

(a) dies, is registered bankrupt or, being a company or other incorporated body is liquidated or removed from the relevant statutory register; or

(b) resigns that membership by notice in writing to the Association; or



- (c) is expelled from the Association; or
- (d) ceases to be entitled to be a Full Member in terms of Rule 5.1, and has not been admitted as an Associate Member.

## **7. REGISTER OF MEMBERS**

7.1 The Secretary shall establish and maintain a register of Members specifying the name, address and occupation or business of each person who is a Member, together with the date on which the person became a Member, whether that person is a Full or Associate Member and, in the case of members which are not individuals, the name and address of that Member's individual representative.

7.2 Each Member shall advise the Secretary if there is any change to any of the information in the register relating to that Member.

7.3 The register of Members shall be kept at the principal place of administration of the Association and shall be open for inspection, free of charge, by any Member of the Association at any reasonable hour.

## **8. FEES AND SUBSCRIPTIONS**

8.1 The Association may levy its Members such nominal membership fee as deemed by the Executive Committee necessary to properly carry out its objects.

8.2 Any Member ceasing to be a member of the Association pursuant to Rule 6 shall not be entitled to any refund of any subscription, charge or Newcastle Special Rate Levy paid or payable by that Member prior to his, her or its termination and such Member shall continue to remain liable to pay the Newcastle Improvement Special Rate Levy despite ceasing to be a Member.

## **9. MEMBER'S LIABILITIES**

9.1 The liability of a Member of the Association to contribute towards the payment of the debts and liabilities of the Association or the costs, charges and expenses of the winding up of the Association is limited to the amount, if any, unpaid by the Member in respect of membership of the Association as required by Rule 5.5 and Rule 8. In the event any Member ceases to be a Member of the Association pursuant to Rule 6 such Member shall not be released from any liability to the Association for any matters arising prior to the end of the financial year in which the Member ceased to be a Member.

## **10. DISCIPLINING OF MEMBERS**

10.1 Where the Executive Committee is reasonably of the opinion that a Member of the Association:

(a) has persistently refused or neglected to comply with a provision or provisions of these Rules; or

(i) has persistently and wilfully acted in a manner prejudicial to the interests of the Association; or

(ii) has failed to pay any subscription or charge payable under Rule 8 or any Special Subscription payable under Rule 5.5 or otherwise failed to make any payment due under these Rules and such failure continues for a period of three calendar months after it is due; or

(iii) does anything which, in the opinion of the Executive Committee in its absolute discretion is likely to seriously harm the reputation of the Association or the objects of the Association in general;

the Executive Committee may by resolution:

(iv) remove that Member's entitlement to vote at any General Meeting until such time as payment is made in full; or

(v) expel the Member of the Association; or

(vi) suspend the Member from membership of the Association for a specified Period.

10.2 A resolution of the Executive Committee under Rule 10.1 is of no effect unless the Executive Committee confirms the resolution at a meeting held not earlier than fourteen days and not later than twenty eight days after service on the Member of a notice under Rule 10.3.

10.3 Where the Executive Committee passes a resolution under Rule 10.1, the Secretary shall, as soon as practicable, cause a notice in writing to be served on the Member:

(a) setting out the resolution of the Executive Committee and the grounds on which it is based;

(b) stating that the Member may address the Executive Committee at a meeting to be held not earlier than fourteen days and not later than twenty-eight days after service of the notice;

(c) stating the date, place and time of that meeting; and

(d) informing the Member that the Member may do either or both of the following:

(i) attend and speak at that meeting;

(ii) submit to the Committee at or prior to the date of that meeting written representations relating to the resolution.

10.4 At a meeting of the Executive Committee held in accordance with Rule 10.3, the Executive Committee shall:

- (a) give the Member an opportunity to make oral representations;
- (b) give due consideration to any written representations submitted to the Committee by the Member at or prior to the meeting; and
- (c) by resolution determine whether to confirm or to revoke the resolution.

## **11. RESOLUTION OF INTERNAL DISPUTES**

11.1 Where a dispute between members (in their capacity as members) of the Association cannot be resolved by the Executive Committee or where the dispute is within the Executive Committee, it will be referred to a community justice centre for mediation in accordance with the Community Justice Centres Act 1983.

11.2 At least seven days before a mediation session is to commence, the parties are to exchange statements of the issues that are in dispute between them and supply a copy to the mediator.

## **12. MEMBER DEALINGS WITH AND INTERESTS IN THE ASSOCIATION**

12.1 Any Member who is or may be interested or concerned directly or indirectly in any property or undertaking in which the Association is or may be in any way concerned or involved:

- (a) must disclose the nature and extent of that Member's interest to the other Members; and
- (b) must not take any part whatever in any deliberation concerning any matter in which that Member is or may be interested other than as a Member of the Association.

12.2 No private pecuniary profit shall be made by any person from the Association except that:

- (a) any Member may receive full reimbursement for all expenses properly incurred by that Member in connection with the affairs of the Association;
- (b) the Association may pay reasonable remuneration to any officer or servant of the Association (whether a Member or not) in return for services actually rendered to the Association;
- (c) any Member may be paid all usual professional, business or trade charges for services rendered, time expended and all acts done by the Member, or by any firm or entity of which that Member is a member, employee or associate in connection with the affairs of the Association;

(d) any Member may retain any remuneration properly payable to that Member by any company or undertaking with which the Association may be in any way concerned or involved for which that Member has acted in any capacity whatever, notwithstanding that the Member's connection with that company or undertaking is in any way attributable to that Member's connection with the Association.

12.3 Notwithstanding anything contained or implied in these Rules any person who is:

- (a) a Member of the Association; or
- (b) a shareholder or director of any company carrying on any business of the Association; or
- (c) a shareholder or director of any company which is a Member of the Association; or
- (d) a member of any association which is a shareholder or any company carrying on any business of the Association; or
- (e) an associated person of any such Member, shareholder or director;

shall not by virtue of that capacity in any way (whether directly or indirectly) determine, or materially influence the determination of the nature or the amount of any benefit or advantage or income or the circumstances in which it is or is to be received, gained, achieved, afforded or derived by that person.

## **CHAPTER IV – EXECUTIVE COMMITTEE**

### **13. EXECUTIVE COMMITTEE**

13.1 The Association shall be governed by an Executive Committee which:

- (a) shall control and manage the affairs of the Association including the day to day management of the Business Improvement Area Programme;
- (b) may exercise all such functions as may be exercised by a General Meeting of Members of the Association;
- (c) shall fix the amount of subscription which may be in several parts or categories and shall be made on Members or classes of Members for special purposes;
- (d) has power to perform all such acts and do all such things as appear to the Executive Committee to be necessary or desirable for the proper management of the affairs of the Association;

13.2 The Executive Committee shall be responsible for accounting for the Business Improvement Area Funding Grant.

## 14. MEMBERSHIP AND TERMS OF EXECUTIVE COMMITTEE

14.1 The Executive Committee shall, have a maximum of 11 members, a minimum of 5, and shall consist of:

- (a) No more than 8 persons who are Full Members of the Association, and who have been elected at the Annual General Meeting of the Association pursuant to Rule 15.
- (b) No more than 3 persons who are appointed by the Executive Committee on the basis of the skills and experience they would contribute to the effective functioning of the Committee.

*(note: this change introduces the usual Board practice of permitting the Board to supplement the elected members with others that complement the Boards skills set and improve its overall ability to perform its duties)*

14.2 Each elected member of the Executive Committee shall, subject to these Rules, hold office until the conclusion of the second Annual General Meeting following the date of the member's election, or as determined by Rule 14.6 whichever is the earlier date, but is eligible for re-election.

14.3 In the event of a casual vacancy occurring in the elected membership of the Executive Committee, the Executive Committee may appoint a Full Member of the Association to fill the vacancy. Any member so appointed shall hold office, subject to these Rules, until the conclusion of the next Annual General Meeting following the date of the appointment.

14.4 The Executive Committee shall, at its first meeting following an Annual General Meeting, elect from amongst the members of the Executive Committee:

- (a) Chairperson;
- (b) Vice Chairperson and a
- (c) Public Officer who shall be responsible for the fulfilment of the duties of Treasurer and Secretary; which tasks may be delegated to the manager of the Association.

14.5 The Executive Committee may invite attendance at its meetings by others for specific purposes, but they shall not be entitled to vote.

14.6 The term of Executive Committee members will be determined by:

- (a) Four (4) of the elected Executive Committee members shall hold office until the conclusion of the Annual General Meeting to be held in the year 2016, unless they retire before that time.

- (b) The other elected Executive Committee members shall hold office until the conclusion of the Annual General Meeting to be held in the year 2017, unless they retire before that time.

*(note: this addition provides for continuity in membership of the Executive by ensuring only half of the members are elected at each AGM)*

## **15. ELECTION OF MEMBERS TO EXECUTIVE COMMITTEE**

15.1 Members of the Executive Committee shall be elected by Full Members of the Association at the Annual General Meeting.

15.2 Each Annual General Meeting shall have the power to fill any vacancy of an elected Executive Committee member which would otherwise exist at the conclusion of the meeting by electing a nominated Full Member to the vacancy, pursuant to Rule 15.4.

15.3 Full Members shall have a minimum of 28 days standing as a member in order to be eligible to vote at the Annual General Meeting.

15.4 Nominations of candidates for election to the Executive Committee:

- (a) shall be made in writing, signed by two Full Members of the Association and accompanied by the written consent of the candidate (which may be endorsed on the form of the nomination), and who shall be a Full Member of the Association; and
- (b) shall be delivered to the Secretary of the Association not less than 5 working days before the date fixed for the holding of the Annual General Meeting at which the election is to take place.

15.5 If insufficient nominations are received to fill all positions, the candidates nominated shall be deemed to be elected.

15.6 If insufficient nominations are received, any vacant positions remaining shall be deemed to be casual vacancies.

15.7 If the number of nominations received is equal to the number of vacancies to be filled, the persons nominated shall be deemed to be elected.

15.8 If the nominations received exceeds the number of vacancies to be filled a ballot shall be held.

## **16. CHAIRPERSON**

16.1 The Chairperson and Vice Chairperson shall be elected to that position in accordance with Rule 14.

16.2 In the absence of the Chairperson and Vice Chairperson, Executive Committee Members present shall be entitled to elect a chairperson for the meeting.

16.3 Minutes of proceedings at a meeting shall be signed by the Chairperson of the meeting or by the Chairperson of the next succeeding meeting.

## **17. PUBLIC OFFICER**

17.1 The Public Officer shall be elected to that position in accordance with Rule 14.

17.2 The Public Officer shall, amongst other duties, be responsible for maintaining the list of members of the Association, which task may be delegated to the manager of the Association.

17.3 The Public Officer, shall be responsible for undertaking the duties of Treasurer and Secretary; which tasks may be delegated to the manager of the Association;

17.4 It is the duty of the Treasurer to ensure that:

- (a) All money due to the Association is collected and received and all payments authorised by the Association are made, and
- (b) Correct books and Accounts are kept showing the financial affairs of the Association including full details of all receipts and expenditure connected with activities of the Association.

17.5 It is the duty of the Secretary to keep minutes of:

- (a) All elections of members of the Executive Committee:
- (b) The names of members of the Executive Committee present at each Executive Committee meeting and General Meeting, and
- (c) All proceedings at Executive Committee meetings and General Meetings.

## **18. AUDITOR**

18.1 An Auditor may be appointed by the Association on an annual basis to carry out the functions set out in this Rule, and must be appointed if directed to do so by the Council.

18.2 No person who is an Officer or a Member of the Association may be appointed as Auditor.

18.3 The remuneration of the Auditor shall be fixed by the Association.

18.4 If any casual vacancy occurs in the office of any Auditor appointed by the Association, the Executive Committee shall appoint an Auditor to carry on the duties of the Auditor until the next Annual General Meeting.

18.5 The Auditor shall provide the Members with a report regarding the accounts and statements, and whether in the Auditor's opinion proper accounts and statements have been kept and if not what the deficiencies in the accounts and statements may be. The report shall be read together with the report of the Executive Committee at the Annual General Meeting.

## **19. CASUAL VACANCIES**

19.1 For the purposes of these Rules, a casual vacancy in the office of a member of the Executive Committee occurs if the member:

- (a) dies;
- (b) ceases to be a Member of the Association;
- (c) is declared bankrupt;
- (d) resigns office by notice in writing given to the Secretary;
- (e) is removed from office under Rule 20;
- (f) becomes of unsound mind or becomes a person who is liable to be dealt with in any way under the law relating to mental health; or
- (g) is absent without the consent of the Executive Committee from four consecutive meetings of the Executive Committee.

## **20. REMOVAL OF MEMBER**

20.1 The Association in a General Meeting may, by resolution, remove any member of the Executive Committee from office before the expiration of the member's term of office.

20.2 Where a member of the Executive Committee to whom a proposed resolution referred to in Rule 20.1 relates:

- (a) makes representations in writing to the Chairperson or Secretary; and
- (b) requests that the representations be notified to the Members of the Association;

then the Chairperson or Secretary may send a copy of the representations to each Member of the Association. If they are not so sent, the Member is entitled to require that the representations be read out at the meeting at which the resolution is considered.



## **21. MEETINGS OF EXECUTIVE COMMITTEE AND QUORUM**

21.1 The Executive Committee shall endeavour to meet monthly but in all events shall meet not less than six times in each financial year, and at such time and place as shall be decided by the Executive Committee.

21.2 Additional meetings of the Executive Committee may be convened by the Chairperson or by any member of the Executive Committee.

21.3 Oral or written notice of a meeting of the Executive Committee shall be given by the Secretary to each member of the Executive Committee at least 48 hours (or such other period as may be unanimously agreed upon by the members of the Executive Committee) before the time appointed for the holding of the meeting.

21.4 A quorum for the Executive Committee shall consist of half the number of executive members, rounded up to a whole number.

21.5 No business shall be transacted by the Executive Committee unless a quorum is present within half an hour of the time appointed for the meeting.

21.6 Questions arising at a meeting of the Executive Committee or of any sub-committee appointed by the Executive Committee shall be determined by a majority of the votes of members of that committee present at the meeting and entitled to vote.

21.7 At a meeting of the Executive Committee:

(a) the Chairperson or, in the Chairperson's or Vice Chairperson's absence, any member of the Executive Committee nominated to stand in his/her place shall preside; and

(b) In the case of a tie in votes, the motion is defeated, and the status quo remains; there is no casting vote.

## **CHAPTER V – GENERAL MEETINGS**

### **22. ANNUAL GENERAL MEETING**

22.1 The Association shall, at least once in each calendar year, and within the period of six months after the expiration of each financial year of the Association, convene an AGM of its Members.

### **23. ANNUAL GENERAL MEETING - CALLING AND BUSINESS**

23.1 The Annual General Meeting shall be convened on such date and at such place and time as the Executive Committee thinks fit.

23.2 In addition to any other business which may be transacted at an AGM, the business of an AGM shall be:

- (a) to confirm the Minutes of the last preceding AGM and of any Special General Meeting held since that meeting;
- (b) to receive from the Executive Committee reports on the activities of the Association during the preceding financial year;
- (c) to approve the Annual Financial Statements;
- (d) to elect the members of the Executive Committee.

23.3 The Association's financial year shall end on 30 June.

## **24. SPECIAL GENERAL MEETINGS**

24.1 The Executive Committee may, whenever it thinks fit, convene a Special General Meeting of the Association.

24.2 The Executive Committee shall, on the requisition in writing of not less than ten percent of the total number of Members, convene a special meeting of the Association.

24.3 A requisition of Members for a Special General Meeting:

- (a) shall state the purpose or purposes of the meeting;
- (b) shall be signed by the Members making the requisition;
- (c) shall be lodged with the Secretary;

24.4 If the Executive Committee fails to convene a Special General Meeting to be held within one month after the date on which a requisition of Members for the meeting is lodged with the Secretary, any one or more of the Members who made the requisition may convene a Special General Meeting to be held not later than three months after that date.

24.5 The business to be conducted at a Special General Meeting shall be the only business for which the Special General Meeting in question was convened, provided that it is business which can properly be dealt with by Members in General Meeting.

## **25. NOTICE**

25.1 Except where the nature of the business proposed to be dealt with at a General Meeting requires a Special Resolution of the Association, the Secretary shall, at least 14 days before the date fixed for the holding of the General Meeting, cause to be sent by prepaid post to each Member at the Member's address appearing in the register of Members, a notice specifying the place, date and time of the meeting and the nature of the business proposed to be transacted at the meeting.

25.2 Where the nature of the business proposed to be dealt with at a General Meeting requires a Special Resolution of the Association the Secretary shall, at least 21 days before the date fixed for the holding of the General Meeting, cause notice to be sent to each Member of the Association specifying the intention to pass such a resolution as a Special Resolution.

25.3 No business other than that specified in the notice convening a General Meeting shall be transacted at a meeting except, in the case of an Annual General Meeting, present business which may be transacted pursuant to Rule 23.

25.4 A Member desiring to bring any business before a General Meeting may give notice in writing of that business to the Secretary who shall include that business in the next notice calling a General Meeting given after receipt of the notice from the Member.

## **26. PROCEDURE**

26.1 No item of business shall be transacted at a General Meeting unless a quorum of Members entitled under these Rules to vote is present.

26.2 Fifteen Full Members present in person constitute a quorum for the transaction of the business of a General Meeting.

26.3 If, within half an hour after the appointed time for the commencement of a General Meeting, a quorum is not present, then the meeting shall stand adjourned to the same day in the following week at the time and (unless another place is specified at the time of the adjournment by the person presiding at the meeting or communicated by written notice to Members given before the day to which the meeting is adjourned) at the same place.

26.4 If at the adjourned meeting a quorum is not present within half an hour after the time appointed for the commencement of the meeting, the Members present (being not less than six Full Members) shall constitute a quorum.

## **27. PRESIDING MEMBER**

27.1 The Chairperson shall preside at each General Meeting of the Association.

27.2 If the Chairperson and the Vice Chairperson are absent from a General Meeting or unable or unwilling to act, the Members present shall elect one of their number to preside as Chairperson at the meeting.

## **28. MAKING OF DECISIONS**

28.1 A question arising at a General Meeting shall be determined on a show of hands. Unless a poll is demanded before, or on the declaration of a show of hands, then a declaration by the Chairperson shall constitute evidence of the outcome of the resolution without proof of the number or proportion of votes recorded in favour of or against that resolution.

28.2 At a General Meeting, a poll may be demanded by the Chairperson or by not less than three Full Members present in person or by proxy at the meeting.

28.3 Where a poll is demanded at a General Meeting, the poll shall be taken. Resolution of the poll on the matter shall be deemed to be the resolution of the meeting on that matter.

## **29. SPECIAL RESOLUTION**

29.1 A resolution of the Association is a special resolution if:

- (a) it is passed by a majority (which comprises not less than three-quarters of such Members of the Association, as being entitled under these Rules so to do), voting in person; and
- (b) the resolution is passed at a General Meeting; and
- (c) not less than 21 days written notice of the meeting has been given to Members specifying the intention to propose the resolution as a special resolution.

## **30. VOTING**

30.1 Upon any question arising at a General Meeting, a Full Member has one vote only.

30.2 All votes shall be given personally provided that the poll to elect the Executive Committee may be given by postal vote.

30.3 In the case of an equality of votes on a question at a General Meeting, the motion is defeated, and the status quo remains; there is no casting vote.

30.4 A Member is not entitled to vote at any General Meeting of the Association unless all money due and payable by the Member to the Association has been paid.

30.5 The Association [may / may not] hold a postal ballot to determine any issue or proposal.

30.6 A postal ballot is to be conducted in accordance with Schedule 3 to the Regulation.

## **CHAPTER VI – MISCELLANEOUS**

### **31. INSURANCE**

31.1 The Association must effect and maintain insurance.

## **32. FUNDS – SOURCE AND APPLICATION**

32.1 The Association receive funds through an Approved Funding Agreement with Council, being allocated the funds raised by the Newcastle Improvement Special Rate that is levied, collected and disbursed by the Council.

The Association must apply the funds received from the Council which comprise funds raised by the Newcastle Improvement Special Rate for the purpose for which the Newcastle Improvement Special Rate is levied from time to time, being as at the date of this Constitution the promotion, beautification and development of the Newcastle Business Area, and in accordance with the objects in clause 3.2 and in accordance with an Approved Funding Agreement.

32.2 The Association may raise funds from Government, corporations, enterprises and individuals for specific projects and activities.

## **33. FUNDS – MANAGEMENT**

33.1 Subject to any resolution passed by the Association in General Meeting, and the terms of any Approved Funding Agreement, the funds of the Association shall be used to pursue the objects of the Association in such manner as the Executive Committee determines.

33.2 All cheques, drafts, bills of exchange, promissory notes and other negotiable instruments shall be signed by any two members of the Executive Committee or employees of the Association, being Members or employees authorised to do so by the Executive Committee.

33.3 All funds received by the Association remain the property of the Association. The property of the Association is irrevocably dedicated to objects stated in these Rules. No part of the net income or assets of the Association shall ever inure to the benefit of any director, officer or Member of the Association or to the benefit of any private persons.

33.4 The Association shall keep separate from any other accounts, the account or accounts used for money allocated to the Association by the Council, and shall cause the revenue and expenditures resulting from the use of the separate account or accounts to be a schedule in the audited financial statements of the Association. The funds held in the account or accounts used for money allocated to the Association by the Council from the Newcastle Improvement Special Rate shall be held by the Association in trust for the Council pending the expenditure of those funds for the purpose for which the Newcastle Improvement Special Rate is levied from time to time, being as at the date of this Constitution the promotion, beautification and development of the Newcastle Business Improvement Area, and in accordance with the objects in clause 3.2, and such account or accounts shall be styled as trust accounts.

## **34. ALTERATION OF OBJECTS AND RULES**

34.1 Subject to the provisions of the Act, Rule 29, Subrule 34.2 and the statement of objects, these Rules may be altered, rescinded or added to only by a Special Resolution of the Association provided that no addition to or alteration or rescission of the Rules shall be effective if it affects the charitable objects, pecuniary benefits or winding up clauses.

34.2 None of the Rules of the Association affecting the Business Improvement Area Programme or the expenditure of funds provided by Council from the Newcastle Improvement Special Rate Levy shall be altered without the prior written approval of the Council.

## **35. CUSTODY OF BOOKS AND PROVISION OF RECORDS AND INFORMATION TO COUNCIL**

35.1 Except as otherwise provided by these Rules, the Secretary shall keep in his or her custody or under his or her control all records, books and other documents relating to the Association.

35.2 Copies of all minutes and of all resolutions of the Executive Committee and Members shall be provided to the Council's Director within 30 days of the meeting from which the minutes arose and within 30 days of such resolutions being passed.

35.3 The Association shall provide to the Council an annual business plan, annual budget and such acquittal reports as are required under an Approved Funding Agreement.

35.4 Except where an Approved Funding Agreement provides otherwise, the Association shall provide to the Council:

35.4.1 Audited financial statements of all funds received from council (including the schedule referred to in clause 33.4) not less than 3 months after the end of each financial year,

35.4.2 A copy of the Association's annual report not less than 3 months after the end of each financial year.

## **36. SERVICE OF NOTICES**

36.1 For the purposes of these Rules, a notice may be served by or on behalf of the Association upon any Member either personally or by sending it by post to the member at the member's address shown in the register of members.

36.2 Where a document is sent to a person by properly addressing, prepaying and posting to the person a letter containing the document, the document shall, unless the contrary is proved, be deemed for the purposes of these Rules to have been served on the person at the time at which the letter would have been delivered in the ordinary course of post.

## **37. WINDING UP**

37.1 In the event of the winding up or the cancellation of the incorporation of the Association, Council will determine the Incorporated Association or body that surplus property is to be vested in pursuant of Section 65 of the Act provided that the association or body must have rules prohibiting the distribution of its assets and income to its members.

*The Rules of the Newcastle Business Improvement Area Association contained herein are in accordance with Section 6(5) and contain those matters specified in Schedule 1 of the Associations Incorporation Act 2009.*

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## Application for membership

I, .....  
(full name)

of .....  
(company / business name)

located at .....  
(street address of business/premises)

being the owner of that property/ an operator of a business at that address (*delete inapplicable*)

hereby apply to become a member of the Newcastle Business Improvement Area Association Inc, and nominate as my/ the company's representative

.....  
(full name of nominee)

In the advent of my admission as a member, I agree to be bound by the rules of the association for the time being in force. I acknowledge that the annual membership fee is \$10 which falls due on receipt of an invoice.

.....  
signature of applicant

.....  
date

contact details for nominee:

email address .....

phone number.....

postal address (*if different*) .....

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Please send completed form to Shop 1,137 King St, Newcastle, or fax to 0249294035