



CONSTITUTION

OUTCARE (INCORPORATED)

CONSTITUTION
OF
OUTCARE (INCORPORATED)

1. NAME:

The name of the Association shall be Outcare (Incorporated) hereinafter called “Outcare”.

2. INTERPRETATION:

In this Constitution, unless there be something in the subject or context inconsistent herewith-

“**Board**” shall mean the Board of Management.

“**File**” shall mean any file, folder, or collection of documents or electronic information forming part of the records of Outcare.

“**Financial Year**” shall be from 1 July through 30 June.

“**Poll**” shall mean a secret vote on voting papers delivered to the Executive Director by hand or post for counting at a date to be set not less than fourteen (14) days and not more than twenty-one (21) days after distribution of voting papers to members eligible to vote.

“**Defendant**” shall mean any person charged with an offence.

“**Offender**” shall mean any person whether juvenile or adult charged with a criminal offence which has been found proved or of which they have been convicted by any court whether or not a term of imprisonment has been imposed.

“**Prisoner**” shall mean any person (adult or juvenile) that is serving a custodial term handed down by a court or any person detained on remand.

Words importing persons shall include firms, companies corporations, and organisations whether incorporated or not.

Words importing the singular number shall include the plural number and vice versa and words importing the masculine gender shall include the female and neuter gender and vice versa.

- b) Should any other question of interpretation arise it shall be determined by a ruling of the Board for the time being, except that the President at any General Meeting shall, in his interpretation of the Rules, be responsible while the Meeting continues, to the Meeting itself.
- c) Any notice required to be given to any member shall be sent by ordinary prepaid letter post or by telephonic facsimile, addressed to or delivered at the member's registered address or facsimile telephone number. If sent by letter post it shall be deemed to have been received by such member on the day following the day on which it was posted. If sent by facsimile the date of dispatch shall be deemed the date of receipt by the member.

3. AIMS AND OBJECTIVES:

The aims and objectives of Outcare are:-

- a) To provide released offenders with opportunities for personal rehabilitation which maximises adjustment to community expectations.
- b) To assist offenders, prisoners and their dependants to obtain employment and to provide them with the opportunity for training and retraining to that end.
- c) To provide suitable accommodation for released offenders or defendants.
- d) To provide financial and other material assistance to the families of defendants, released offenders and prisoners, who are in need of such assistance.
- e) To help the families of defendants, released offenders and prisoners and particularly to work for the provision of suitable accommodation for such families or dependants who are in need.
- f) To develop joint approaches/strategies with statutory or voluntary bodies whose work affects or assists the rehabilitation of and or the provision of assistance or support to the families of defendants, released offenders or prisoners.
- g) To generate and increase community awareness of the causes of crime, the need for community participation in the rehabilitation of released offenders and the specific needs of prisoners' families and dependants.

4. SCOPE:

Outcare has the same rights and can exercise the same powers as an association incorporated under the Associations Incorporation's Act 1987, as amended.

The Outcare Board has the authority to perform the following:

- a) To buy, sell, lease, rent or exchange or otherwise acquire or dispose of land or buildings or any personal property whatsoever including but not limited to:

Books, journals, films, paintings, prints, charts, diagrams, or any other form of literature or graphic or visual representation, artistic, scientific or mechanical items or equipment for the promotion of community education, furniture and any other item or equipment for use in and about the school, home, office, garden, recreation, ground or playground and the means of conveying persons or things from place to place.
- b) To compile, publish and distribute literature in both printed and electronic form.
- c) To maintain any real or personal property owned by or in the possession of or under the control of Outcare or the officers or employees thereof.
- d) To acquire and dispose of any rights and privileges attaching to any real or personal property.
- e) To erect, improve, repair, pull down or rebuild any building or other structure.
- f) To sell, exchange, mortgage, lease, hire, dispose of or otherwise deal with any part of the real or personal property of Outcare.
- g) To borrow, raise or secure the payment of money in such a manner as the Board thinks fit with power to issue debentures, grants, mortgages, charges or any other class of security upon charging all or any of the property, real or personal (present or future) of Outcare and to redeem or pay off any existing or future security.
- h) To invest and deal with the moneys of Outcare not immediately required for the purposes of the Board in such a manner as may from time to time be determined by the Board provided that such moneys are invested in authorized and responsible securities.
- i) To assist, co-operate with, make donations to, enter into reciprocal arrangements with, and/or become a member of any body or association whose objectives are similar to those of Outcare.

- j) To appoint and employ officers and employees, and to dismiss or suspend any of the same.
- k) To charge and to receive fees for courses and services provided by Outcare.
- l) To accept grants, donations, bequests or gifts of moneys.
- m) To promote and hold courses of instruction.
- n) To co-operate with educational and/or any research institution in educational, practical, experimental and investigative works.
- o) To administer and manage trusts, companies, endowments, awards, scholarships and prizes.
- p) To fix the wages, salaries or other emoluments of its employees and the remuneration of other persons rendering service to it.
- q) To raise aid or contribute in the raising of funds for the use of and benefit of Outcare whether for endowment, building, embellishment, improvement, education, recreation or any other purpose considered advantageous to Outcare.
- r) To undertake or execute any trusts and contracts which may be deemed desirable or conducive to the objects of Outcare.
- s) To make, vary or repeal rules, regulations, standing orders or by-laws for the regulation, administration, control or management of Outcare.
- t) To carry out all or any of the aims and objectives of Outcare as set out in Part 3 hereof.
- u) To do such things as are incidental or conducive to the attainment of the aims and objectives of Outcare.
- v) The Board may approve the establishment of Local Branches of Outcare.
 - (i) Branches shall be known by the organisational name Outcare (Incorporated) (name of locality) Branch, or such other local name as approved by the Board.
 - (ii) Each Branch shall work to a Branch Committee comprising of a Chairperson, Secretary, Treasurer, Coordinator and such other members (not exceeding eight, inclusive of the person appointed in accordance with Part 4 (v) (vi) as the members of the Branch may recruit or elect)
 - (iii) Each Branch Committee shall appoint a Branch Coordinator in either a paid or honorary capacity and upon such terms and

conditions as the Board determines, provided that no such appointment is effective until approved by the Board.

- (iv) The Branch Coordinator shall be an ex officio member of the Branch Committee and (subject to that Committee) shall be responsible for the administration of the Branch.
 - (v) The Board may from time to time adopt Rules for Local Branches. All local Branches shall comply with this Constitution and such Rules.
 - (vi) The Executive Director or any person specifically appointed by the Board shall be a member of each Branch Committee.
- w) As an alternative to approval for the establishment of local branches, the Board may enter into agreements, arrangements or contracts with local groups or organisations for the furtherance of its aims and objects throughout the State of Western Australia, provided that such agreements, arrangements or contracts comply with all conditions and requirements attached to any funding obtained for the purpose.

5. MEMBERSHIP:

There shall be two categories of membership, being ordinary (by individual or organisation) and life membership (individual)

- a) No person or organisation shall be admitted to membership unless such person or organisation is first approved by the Board of Outcare or a simple majority of members present and entitled to vote at a duly called General Meeting.
- b) A Register of Membership of Outcare in alphabetical order shall be kept in the Outcare office. The Register shall contain the last known address of each member and the class of membership held.
- c) A general meeting of the Board may confer Life membership upon any member or former member in recognition of services rendered to the Board or to the community at large. A Life Member shall thereafter have all the rights and privileges of an Ordinary Member, but shall not be required to pay any membership fee.
- d) The members shall be organisations or individuals interested in furthering the Aims and Objectives of Outcare.
- e) Application for membership shall be made in writing to the Board which may in its absolute discretion accept or reject any such application.

- f) Where an individual or organisation donates equal to or more than the amount of the membership fee they may become an ordinary Member without payment of a separate membership fee, subject to approval of a general meeting of the Board.

6. CESSATION OF MEMBERSHIP:

- a) A member may resign from Outcare subject to not less than thirty (30) days notice in writing to the President and subject to his being liable for all contribution or debts due to Outcare prior to the date of the member's resignation.
- b) Any member who has not paid the annual subscription within three (3) calendar months of due date may be deemed to have resigned.
- c) On cessation of membership for any reason, all claims by the former member to any interest in or right to any of the assets financial or otherwise of Outcare as from the date membership cessation becomes effective, shall be forfeited. Such former member shall be entitled to the payment of any monies owed to him by Outcare less any monies owed by the former member to Outcare. Legal action may be taken to recover any outstanding balances owing by the member.
- d) A meeting of the Board may expel any member for;
 - (i) a breach of this Constitution or;
 - (ii) where in the opinion of the Board his conduct is unbecoming of a member and prejudicial to the interests of Outcare.

The individual member who is expelled shall have the right of redress at the next general meeting, or at a duly called special meeting, provided that such member shall give to the Board 21 days notice in writing of their intention to seek redress.

7. BOARD OF MANAGEMENT:

- a) Subject to the directions of any General Meeting of Outcare, the co-ordination and conduct of the affairs of Outcare in accordance with this Constitution shall be the responsibility of a Board of Management comprising a minimum of eight (8) members as per Clause 8 (a).
- b) Office Bearers and Board members shall take office immediately after the Annual General Meeting each year and retire twelve months later. This will enable the outgoing Board to ensure a smooth transition of responsibilities to the new Board of Management.
- c) The ordinary members shall by secret ballot during the months of July and August each year elect from their number the members of the Board as per Clause 8 (a).

- d) Each elected and coopted member of the Board shall be entitled to one (1) vote on any matter brought forward before the Board. In the event of a tied vote, the Chairman of that meeting shall exercise a Casting Vote.
- e) The personal attendance of at least five (5) Board members shall constitute a Quorum of the Board.
- f) Where a Member of the Board is absent without leave from three (3) consecutive meetings, his office may be declared vacant by resolution.

8. OFFICE BEARERS:

- a) The members of the Outcare Board shall comprise of:-
 - (i) A President
 - (ii) Two (2) Vice Presidents
 - (iii) Honorary Treasurer
 - (iv) Four (4) Members
- b) The Board shall have power to co-opt to the board not more than four (4) persons in addition to any persons elected under this Constitution. These persons shall have voting rights and shall pay the annual membership fee.
- c) No person who is not a financial member shall be eligible to hold any office except that of Honorary Auditor or Honorary Legal Advisor.
- d) The office held by an Office Bearer shall become vacant if that member fails to pay all arrears on contributions and monies due in accordance with this Constitution within thirty (30) days after receiving a notice in writing signed by the President stating he has ceased to be a financial member.
- e) The President shall in all official relations of Outcare take precedence over all other members and shall be an ex-officio member of all Committees.
- f) The President shall be elected annually.
- g) The Office Bearers referred to in 8(a) shall continue to hold office throughout the Meeting at which they retire.

- h) Where there occurs a vacancy on the Board the Board may appoint an eligible person to fill any vacancy so created. Any appointment made under this clause shall be reported to the next General Meeting of Outcare. Any person appointed to fill a casual vacancy under this Clause shall retire at the conclusion of the next Annual General Meeting but shall be eligible for election.
- i) Members of the Board will be required to comply with the protocols for Board Members as detailed in Outcare's Procedure Manual.

9. STAFF:

- a) The Board shall appoint an Executive Director who will be responsible to the Board for the general administration of its affairs.
- b) The Board may also appoint such other officers and/or staff as are deemed necessary.
- c) Members of staff will be required to comply with the protocols for Staff as detailed in Outcare's procedure's manual.

10. ANNUAL ELECTION OF OFFICE BEARERS AND BOARD MEMBERS

- a) There shall be a Returning Officer appointed by the Board by the 1st July each year.
- b) Nominations for membership of the Board shall be in writing to the Returning Officer on a form approved by the Board. A proposer and seconder for nominations are required. Nominees must be financial members of Outcare.
- c) A contested election shall be determined by secret ballot.
- d) All positions shall be filled by secret ballot and announced at the Annual General Meeting.
- e) The secret ballot shall be conducted ahead of the Annual General Meeting with postal distribution of ballot papers for return to the Returning Officer.
- f) The Board will decide on the date and time of closure of the poll.

11. ANNUAL GENERAL MEETING:

The Outcare Annual General Meeting shall be held before September 30th each year.

The Outcare Annual General Meeting shall:

- a) Receive and consider the Annual Report and duly audited accounts of Outcare for the preceding financial year.
- b) Accept the results of the election for the Board.
- c) Appoint an Auditor (and approve his fee) and an Honorary Legal Advisor.
- d) Approve membership contributions for the current financial year.

12. GENERAL MEETINGS:

Outcare General Meetings shall from time to time, be held for the despatch of business and shall adjourn or otherwise regulate their meetings and proceedings as they think fit.

13. SPECIAL GENERAL MEETINGS:

Any other General Meeting shall be deemed to be a Special General Meeting. The only business which it shall be competent for a Special General Meeting to transact shall be that for which the Meeting is specially convened.

14. CONVENING OF GENERAL MEETINGS:

- (a) Subject to this Constitution at least twenty-one (21) clear days notice of all Annual General Meetings shall be given to members.
- (b) General Meetings, other than Annual General Meetings or Special General Meetings, shall be held as and when required. At least fourteen (14) clear days notice of General Meetings shall be given to members including an agenda of business which shall also include provision for matters of business to be raised from the floor without notice.

- (c) A Special General Meeting of Outcare may be convened at any time by the Board of its own volition, or when the Board has received a requisition signed by ten (10) or more members who are eligible to vote at a General Meeting. Such requisition shall contain a statement of the purpose for which the meeting is to be held. At least twenty-one (21) clear days notice shall be given to the members concerned of a Special General Meeting specifying the question, the place, the day and the hour thereof.

15. PROXIES AT GENERAL MEETINGS:

- a) Any person entitled to be present and vote at a General Meeting may, by writing under his hand or by a personally signed document, appoint another financial member as his proxy to act or vote for him at any Meeting at which the appointer may not be present.
- b) The instrument or telephonic facsimile thereof appointing any such proxy shall be deposited or received at the office of Outcare before the opening time fixed for any Meeting at which such proxy is desired to be used.

16. PROCEDURE AT GENERAL MEETINGS:

- a) No business shall be transacted at any General Meeting unless a quorum is present at the time when the meeting proceeds to business except as hereinafter provided. The attendance of thirty (30) persons, or 50% of eligible financial members, whichever is the smaller figure, qualified to vote shall constitute a quorum at an Outcare General Meeting.
- b) The Outcare President or in his absence a Vice-President shall occupy the chair at every Outcare General Meeting. If neither the President nor a Vice-President is present the members shall choose one of them to be the Chairman of the meeting.
- c) The proceedings at all General Meetings, including Annual General and Special General Meetings, shall be recorded in a Minute Book kept for that purpose.
- d) Prior to the commencement of any Meeting it shall be recorded in a register provided for the purpose, the name and membership status of every person present at such Meetings, and it shall also be recorded in such register any proxies held by any such person at that time.

e) Should a vote be required at a General Meeting the weight of votes shall be:-

- (i) Individual or Organisation Member - One (1) vote
- (ii) Life Member - One (1) vote

In the event of a tied vote, the Chairman of that Meeting shall exercise a casting vote.

f) A poll may be called at any time by the President of his own volition, or where the Board has been presented with a requisition signed by ten (10) or more members who are eligible to vote at a General Meeting provided such requisition contains a statement of the question subject to the poll.

g) Should a poll be required in accordance with 16 (f) the decision of the poll shall take precedence over any other prior vote or decision taken in accord with Clause 16 (f) on the matter in question to be the subject of the poll.

h) Except as otherwise stated in this Constitution a simple majority of votes cast shall determine the outcome of a poll. In the event of a tied poll, the resolution subject to the poll shall fail.

i) After a Chairman has declared the Meeting closed, no business or questions shall be brought forward or discussed.

j) No member shall be entitled to vote at any General Meeting if his contribution is in arrears at the date of the meeting.

17. PAYMENT BY MEMBERS:

a) Contributions shall be determined by the Board and shall be paid following confirmation by an Annual General Meeting.

b) Any contribution levied shall be payable within thirty (30) days of rendering an account and shall be regarded as in arrears if not paid within this period.

c) The financial liability of members, other than for any breach of the Constitution, shall be limited to contribution duly levied as above.

d) All monies due by any member to Outcare shall be paid to the Executive Director or such other person as Outcare may direct and shall be forthwith banked in Outcare's General or Trust Account.

- e) All contributions, donations, fees, dues, or other monies payable by any member in accordance with this Constitution shall be a debt due and payable by such member to the Executive Director on behalf of Outcare, and if not paid may be recovered from such member by legal action and production of a copy of an account rendered by the Executive Director in accordance with Clause 17(b) shall as against the member be prima facie evidence of the liability of such member to pay the amount therein stated.

18. EXPENDITURE:

- a) The Board will define the manner in which accounts will be paid. No payment shall be made from any Outcare account unless it complies with the defined payment arrangements.
- b) The income and property of Outcare shall be applied solely towards the promotion of the objects of Outcare. No portion of the income or property shall be paid, transferred or distributed directly or indirectly to the members of Outcare, provided that nothing shall prevent the payment in good faith of remuneration to any officer or employee of Outcare or to any person or entity in return for services rendered to Outcare.
- b) All bank or similar accounts shall be operated as determined by the Board.

19. ACCOUNTS:

Outcare shall cause proper accounts to be kept with respect to all sums of money received and expended by Outcare and the matter in connection with which the receipt and expenditure takes place and with respect to assets and liabilities of Outcare.

20. AUDITOR:

An Auditor shall be appointed for the ensuing twelve months and his fee approved at the Annual General Meeting of Outcare. No member of Outcare shall be eligible for appointment as Auditor. A duly audited Statement of Accounts covering the period from the date of the last Statement of Accounts up to the end of the financial year, a Balance Sheet as at the later date, and a summary of actual income and expenditure shall be prepared and presented together with the Auditor's Report, to the Annual General Meeting.

21. GENERAL RECORDS:

The Executive Director shall be responsible for keeping or causing to be kept an adequate set of records to cover activities of Outcare, and without limiting his responsibility in this connection he shall maintain or cause to be maintained:-

- a) A Register of Membership in accordance with Clause 5 (b).
- b) A Meetings Register kept in accordance with Clause 16 (d) recording date and time, method of convening, purpose, attendance and apologies and such other information as may be determined by Outcare with respect to all Meetings of Outcare its Board and any Committee or group called together for any purpose.
- c) Minutes or Notes of all Meetings of Outcare its Board and its Committees.
- d) A Register of Files in book, electronic or card index form, of every file, folder, collection of documents or electronically stored information forming part of the records of Outcare showing the general subjects matter and such other details as may be required from time to time by Outcare. In the case of electronic storage duplicate records of critical administrative documents shall be maintained and stored elsewhere to prevent accidental erasure or loss.

The following records shall be open to inspection by any member or his authorised Representative at any reasonable time:-

- e) The Meetings Register as per clauses 16 (d) and 21(b), Minute/Note books covering all Meetings of Outcare as per Clauses 16 (d) and 21 (c).
- f) The Register of Membership, as per clause 5 (b).
- g) The Books of Account, excluding those showing contributions by members, as per clause 17 and donors.

22. DECLARATION OF INTEREST:

- a) A member who is interested in any contract or arrangement made or proposed to be made with Outcare shall disclose his interest at the first Board, or General Meeting at which the contract or arrangement is first taken into consideration if his interest then exists or in any other case at the first Board meeting after the acquisition of his interest.

- b) No member shall vote as a member in respect of any contract or arrangement in which he is interested and if he does so, his vote shall be invalid.

23. OBSERVANCE OF RULES:

Every member shall at all times to the best of his ability further the objects, interests, and influence of Outcare and shall at all times observe and conform with the Constitution of Outcare.

24. ALTERATIONS TO CONSTITUTION:

- a) This Constitution may be altered, varied, modified, deleted or added to at any General Meeting of Outcare, duly convened and held, provided that notice in writing of the proposed amendments shall have been to all members at least twenty-one (21) days prior to such Meeting, and provided that no Clause shall be amended, altered, varied, modified, deleted or added to except by a three quarters (75%) majority of the persons present and entitled to vote.
- b) A decision taken in accord with Clause 24 (a) above, to alter, vary, modify, delete or add to the Constitution shall be rescinded, should a poll be called in accordance with Clause 16 (g).

25. WINDING UP:

Outcare may be wound up and dissolved if a three-quarter (3/4) majority of votes cast at a duly called Special General Meeting thereof so resolves. If, on the winding up or dissolution of Outcare any property of Outcare remains after the satisfaction of the debts and liabilities of Outcare and the costs, charges and expenses of that winding up, that property shall be distributed:

- (a) to another association incorporated under the Act: or
- (b) for charitable purposes

which incorporated association or purposes, as the case requires shall be determined by resolution of the members when authorising and directing the Board of Management under section 33(3) of the Act to prepare a distribution plan for the distribution of the surplus property of Outcare.

26. SEAL OF OUTCARE:

- a) Outcare shall have a common seal.
- b) The Board shall appoint the seal holders. There can be a maximum of three seal holders at any one time.
- c) The Board must authorise by resolution the affixing of the common seal to any document except those outlined in Clause 26d.
- d) The exceptions to Clause 26c include, non-contractual documents and non binding funding applications and submissions.
- e) The affixing of the common seal to a document shall be attested by two seal holders except as those outlined in clause 26d where the Executive Director may apply the seal.
- f) A record shall be kept of the following:
 - (i) the names and addresses of the seal holders
 - (ii) the location of the common seal
 - (iii) the documents to which the common seal has been affixed and the location of such documents.

ADOPTION OF CONSTITUTION AND ALTERATIONS

- a) The First Constitution was presented and adopted at the first Annual General Meeting on 16 July 1963.
- b) Alterations were adopted at Special General Meetings held on 9 December 1975 and 29 July 1982.
- c) Alterations and additions were adopted at the Annual General Meeting held on 19 August 1987.
- d) Alterations and additions were adopted at a Special General Meeting held on 15 March 1989.
- e) Alterations were adopted at the Annual General Meeting held on 23 August 1989.
- f) Alterations were adopted at the Annual General Meeting held on 29 August 1990.
- g) Alterations were adopted at the Annual General Meeting held on 26 August 1992.
- h) Alterations were adopted at the Annual General Meeting held on 31 August 1994.
- i) Alterations were adopted at the Annual General Meeting held on 29 September 1995.
- j) Alterations were adopted at a Special General Meeting held on 24 September 1998.
- k) Alterations were adopted at a Special General Meeting held on 27 September 2000.
- l) Alterations were adopted at a Special General Meeting held on 30 July 2008.