



## COMMUNITY ASSOCIATION

BAWLEY POINT, KIOLOA AND TERMEIL

### BAWLEY POINT, KIOLOA AND TERMEIL COMMUNITY ASSOCIATION

Executive Meeting- 6 pm 4 May 2026

#### MINUTES

### Welcome and Acknowledgement of Country

**Attending:** Peter Longstaff (President), Lynn Cowley (Secretary / Minutes), Tony Sattler (Public Officer), Judith Carroll, Carrie Smith, Claire Stephenson

**Apologies:** Kylie Brindley (Treasurer)

### Minutes of the last Executive Meeting 23<sup>rd</sup> March 2026

Circulated via email and on web site

Business Arising from minutes: Nil

**2605.1 Moved PL / LCo:** those minutes be accepted. Carried.

### CCB to ACF

- CCB working group has met with SCC. Option 4 of Accredited Community Forum (ACF) was agreed by CCBs and SCC.
- SCC put their preferred ACF model out for public comment via a survey, which closed 19 April.
- Waiting for a report from SCC CEO and Mayor. SCC has not yet committed to providing grant funds to ACFs for admin / insurance costs.
- CCBs that were not incorporated are now becoming incorporated.
- Some of the CCBs, including BPKTCA, have started investigating insurance options.

### Constitution

- Constitution has been updated to reflect the transition from CCB to ACF. Chris Ronalds has drafted changes to the 2023 constitution. Draft was attached to the meeting agenda. PL tabled a summary of the changes.
- Membership will revert to \$10 per member, not per household. One membership equals 1 vote. There is the option for \$10 per household, but that household will only have one vote.
- Noted position of Public Officer is not included in exec positions (this was in 2023 Constitution), however the change does not preclude the PO being a member of the Executive Committee.
- Draft constitution was circulated via Mailchimp and FB 21 days before the next general meeting as required for a special resolution. Noted a 75% majority is needed for the special resolution (see attachment to these minutes)

### Corro in and out

Various re changes to CCB model

Ingenia Merry Beach asking for Beach Rescue station at Merry Beach

SCC - Racecourse Tasman STP update / licence to operate

SCC – Kioloa cricket net upgrade

### Mail chimp / FB

“Have your say”:

- Proposed new CCB / ACF model
- Draft Bushfire Management Plan
- Community Hall Extension
- SCC CISP

### **Governance, Administration and Management**

PL has been in contact with Matt Dell from Elders re insurance. Quote received for approx. \$400, which is a most reasonable price compared to 2 or 3 other options sourced. Note this is for Public Liability only, some CLPs will require additional insurance, and we may need to consider other insurance based upon final ACF model adopted by Council. See extract from SCC proposal. Not that last years PL supplied by Council averaged a cost of about \$700 per CCB, hence Council should reasonable Grant up to \$700 indexed in 2026/27 financial year.

#### **10.2 Insurance Support Grant (Up to \$400 per year)**

To ensure ACFs maintain required insurance coverage as incorporated associations, Council may provide an annual grant of up to \$400 to contribute to:

- Public liability insurance
- Volunteer insurance
- Other essential coverage required under incorporation governance obligations.

Matt is also associated with Community Connect so a good person to be working with.

Sport & Rec are insured with Elders.

BPKTCA will be covered by SCC insurance, as a CCB, until 30 June 2026.

**2605.2 Moved PL / LCo:** that BPKTCA accept the quote received from Matt and have in place by 1 July. Carried.

### **Financials**

Balance sheet and P & L to end April circulated with the agenda.

Note: Financials show that grant funds for BRS at Bawley Beach were received from Bendigo bank and the purchase of BRS equipment. Grant funds are not yet fully expended as there is an allowance for the purchase of used / expired pads and batteries for ten years.

A list of financial members, including name / address, can be produced from Xero. LCo is in the process of updating Xero with members' addresses. This will continue to be updated as the next round of membership becomes due and paid.

Membership will be due on 1<sup>st</sup> July. BPKTCA have been allocated 2 pages in the next Messenger. One page will be the updated membership form. Updated form requires members to sign to accept the new Code of Conduct. Second page to be decided:

### **Community Led Projects**

#### ***CLP202500094 Emergency beach stations:***

The second BRS has been installed at the boat ramp at Bawley Beach. As part of the grant agreement, Caroline Boland from Bendigo Bank will attend our May general meeting for a short presentation / photo opportunity. Mel Davies has been trained on the monthly check routine. The Deed of Agreement for this BRS is still being finalized.

Liza Butler sent us information for a grant for the next and final 2 BRSs. An EOI has been submitted. If successful a full grant application will be submitted. We are still in the process of getting SCC approval which will be needed for the application. The next 2 BRSs will also need Deeds of Agreement with SCC. Notification of the next 2 proposed sites will be via Mailchimp and a FB post for comment. Proposed locations are north end of Murramarang Beach and north end of Gannett. Sites have been selected so as to not be too intrusive, but close to beaches. Site locations will also be discussed at the next general meeting to be held Sunday 24<sup>th</sup> May.

**CLP202500160 Seating at Gannett beach:**

Moira Heath has met with SCC staff who suggest 2 or 3 seats and some other form of seating more in keeping with the headland i.e. not sandstone.

**CLP202500162 Kioloa Cricket net upgrade:**

Not proceeding as smoothly as hoped:

- SCC will not waive tip fees for old materials; Roger may have tip vouchers that could be used?
- SCC have asked that BPKTCA undertake a survey as the nets may be on Crown land
- SCC advice 15% on top of quote for site surveillance officer (PL to Project Manage)
- Various questions, reinsurance etc., remain unanswered.

A local surveyor will meet with Lindsay Cane and LCo on site on Wednesday 6 May to determine exactly where the cricket nets are located i.e. on crown land managed by SCC or crown land not managed by SCC or a combination.

There is a round of grant funding available with Community Building Projects, through Liza Butler. If successful, this grant could potentially fund the whole project. Deadline for the EOI is 8 May. However, due to siting issues, we may not be able to submit the EOI. Cricket Australia / NSW would only fund half the costs. If the cricket nets need to be entirely relocated, to Council owned / managed land, the project may need to be shelved.

**CLP202500127 Final section of pathway to Kioloa Beach**

More or less approved. SCC working with Crown land. Will follow up with Peter Swanson at SCC for an update for the general meeting.

**Community Hall**

Allan Baptist, Brett Granter and Lindsay Cane have been very busy with community consultation. Hall user groups have been consulted. There was a "drop in" day at the hall. Feedback has been noted and plans have been updated accordingly.

JC and / or Marg Hamon to contact Allan Baptist on behalf of the history group.

BPKTCA has assisted as required.

**Welcome pack**

Lindsay Cane and LCo have been working on the new welcome pack. Welcome pack is an outcome of the Community Strategic Plan. It is proposed that Jo Humphries from Bella will provide new residents with a welcome pack. Still collating information, and working on presentation. New residents will also be encouraged to volunteer with some of the many groups in our 3 villages.

**General Business**

**Racecourse Tasman**

SCC advise as follows:

*"An Approval to Operate was issued to the operators of the Caravan Park in March 2026, which includes a number of conditions. As discussed previously, this approval incorporates a faecal coliform limit of 150 cfu/100mL.*

*Annual reporting for the Caravan Park is undertaken on a financial year basis. Council expects that the 2025/26 annual report will be submitted within three months of the end of the financial year, in accordance with approval requirements."*

Do we need another GIPA to see the new licence and reports. A further GIPA request should be timely to take in the next report / licence due 3 months after the end of the financial year.

**Code of Conduct**

Lindsay Cane has prepared a draft Code of Conduct. Draft Code was sent to exec members with the agenda. It was also sent to community via Mailchimp and FB. To be adopted at the next general meeting. Note that all new members will be required to sign, on the membership form, that they will adhere to the code.

***Dangerboard road closure***

The recent closure of Dangerboard Road was discussed. Access for Kioloa RFB is negatively affected. Access to callouts in that direction impacted. However, main risk is if a fire comes from that direction there is no access for the fire trucks. Also, the alternative route out of Kioloa and Bawley Point is now closed. This seems to be a matter for NSW RFS to take up with SCC, rather than BPKTCA.

**Next Exec Meeting – Monday 3 August 2026 (or earlier if needed)**

**Next General Meeting: Sunday 24<sup>th</sup> May 2026**

**Meeting Closed**

**Attachments**

260430 BPKTCA Financials

BPKTCA Draft Code of Conduct

BPKTCA Draft 2026 Constitution

BPKTCA Comparison BPKTCA 2023 versus 2026 Constitution

# BPKTCA Constitution 2026: Modernising Our Community Association

Comparing Current 2023 Standards with Proposed 2026 Modernisation

## CURRENT 2023 CONSTITUTION (Existing Standards)

### Strategic Status & Governance



**From 'Consultative Body'**  
Limited influence; consultative role.



**Committee Composition: 7-12 Members**  
Larger group, potentially less agile.



**No Formal Public Officer Role**  
Lack of defined compliance focus.

### Membership & Voting Rights



**Household Memberships**  
One vote per household, ambiguous.



**Voting Eligibility: Unclear**  
All residents can discuss, voting rights unclear.



**Annual Membership Fee: \$5**  
Nominal fee, less support.

### Safety, Conduct & Privacy



**No Mandatory Code of Conduct**  
Lacks formal protection against harassment.



**Limited Privacy Provisions**  
Names & addresses often in public register.



**Manual Record-Keeping**  
Relies on physical records, slower.

## PROPOSED 2026 CONSTITUTION (Modernised & Compliant)

### Strategic Status & Governance



**To 'Accredited Community Forum' (ACF)**  
Formal standing with Council; direct policy input.

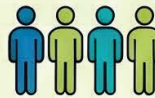


**Resized Committee Composition: 5-10 Members**  
Greater management flexibility; maintaining village representation.



**New Formal Public Officer Role**  
Clause 20A: Ensures compliance matters are properly addressed.

### Membership & Voting Rights



**Transition to Individual Memberships**  
Clearer voting rights; legal compliance (from 1 July 2026).



**Refined Voting Eligibility**  
Only registered members entitled to vote; residents can discuss.



**Membership Fee Adjustment: \$10**  
Supports modernised operations & efficiency.

### Safety, Conduct & Privacy



**Mandatory Code of Conduct**  
Zero-tolerance for bullying or harassment; protects all.



**Enhanced Privacy Provisions**  
Opt-out of public register (name/address) without reason; increases safety.



**Electronic Modernisation**  
Allows electronic records & notices; reflects modern communication.

Feature Change	Primary Benefit
 <b>ACF Recognition</b>	Better local policy input with formal Council standing
 <b>Individual Membership</b>	Clearer legal compliance and individual voting rights
 <b>Code of Conduct</b>	Establishes standards to protect members from harassment
 <b>Privacy Opt-out</b>	Enhanced personal safety for all members
 <b>Committee Adjustment</b>	Greater flexibility while keeping 'Reserved Positions' for the 3 villages
 <b>Digital Records</b>	Increased administrative efficiency and modernised practices

# Business Insurance Quotation

Quotation Number QI-2042301

Client Number EB169495

Client Name BAWLEY POINT, KIOLOA & TERMEIL

BAWLEY POINT, KIOLOA & TERMEIL  
COMMUNITY ASSOCIATION INC  
VOYAGER CRESCENT  
BAWLEY POINT 2539

## Elders Insurance

ELDERS INSURANCE ULLADULLA

ABN: 16 614 857 537

ATTN:MATT DELL

PO BOX 229 ULLADULLA NSW 2539

(P) 0244546500

(F) -

(E) elders.insurance.ulladulla@eiua.com.au

## Period of Insurance

From 20/04/2026 To 20/04/2027 at 4pm

## The Insured

BAWLEY POINT, KIOLOA & TERMEIL

Thank you for requesting an Elders Business Insurance quotation. We are pleased to provide the detailed quote information below. When reviewing this, please pay particular attention to the "Important Information About Your Quotation" section which contains your duty of disclosure. If we can be of any further assistance, please do not hesitate to call.

## Total Premium and Charges

Premium	\$301.29	ABN	None Noted
Levies	NIL		
GST	\$30.13		
Stamp Duty	NIL		
*Intermediary Service Fee	\$30.00		
*Intermediary Service Fee GST	\$3.00		
<b>Total Premium</b>	<b>\$364.42</b>		

### Paying your payments by Monthly Instalments

First Instalment **\$60.71**

Subsequent Monthly Instalments **\$27.61**

The amount of stamp duty paid is calculated under the relevant States/Territory Duties Act, based on where the risks, properties, contingencies or events are located.

**\*Invoiced for and on behalf of Elders Insurance Authorised Representative.**

# Business Insurance Quotation

Quotation Number QI-2042301

Client Number EB169495

Client Name BAWLEY POINT, KIOLOA & TERMEIL

## Cover Summary

**Location** 4 O'HARA STREET KIOLOA NSW 2539

**Business** RESIDENTS & RATEPAYERS ASSOC

Policy Section	Insured	Policy Section	Insured
Property	No	Machinery Breakdown	No
Business Interruption	No	Electronic Equipment	No
Theft	No	Employee Dishonesty	No
Money	No	Tax Audit	No
Glass	No	Transit	No
Broadform Liability	Yes	Employment Practices	No
General Property	No	Statutory Liability	No

# Business Insurance Quotation

Quotation Number QI-2042301

Client Number EB169495

Client Name BAWLEY POINT, KIOLOA & TERMEIL

## Cover Details

**Location** 4 O'HARA STREET KIOLOA NSW 2539 **Risk Number 1**  
**Business** RESIDENTS & RATEPAYERS ASSOC  
**Interested Party** None Noted

## Broadform Liability Section

Particulars	Total Sum Insured	Limit
Limit of liability, any one occurrence		\$20,000,000
Property in Your physical and legal control	\$250,000	
<b>Excess</b> \$1,000 for property damage claims only		
\$0 for personal injury claims		

The rating of this section is based on 1 persons being engaged in the business. If there is any change to this, you must notify your Elders Insurance Authorised Representative.

## Clauses

### ENDORSEMENT NOTING LANDLORD

The entity below is hereby noted as the landlord in respect to the Property tenanted by You situated at the location(s) noted below. We agree to indemnify the landlord in respect of liability for Personal Injury or Property Damage arising from the negligence of the Insured resulting directly from the tenancy of the property by the Insured, but subject always to the terms, conditions and exclusions of the policy.

Name of landlord	Situation(s)
SHOALHAVEN CITY COUNCIL	4 OHARA STREET KIOLOA NSW 2539

We have been advised a NSW Small Business Stamp Duty declaration has been completed. The Small Business premium is exempt from NSW Stamp Duty charges.

Premium	Levies	GST	Stamp Duty
\$301.29	NIL	\$30.13	NIL
<b>Premium for Broadform Liability cover:</b>			<b>\$331.42</b>

**This completes your quotation.**

# Business Insurance Quotation

Quotation Number QI-2042301

Client Number EB169495

Client Name BAWLEY POINT, KIOLOA & TERMEIL

## Important Information About Your Quotation

This quotation is valid for 30 days from the date of issue. It is not a contract of insurance and does not provide you with any cover, and it is not a guarantee that cover will be provided to you. Acceptance and confirmation of the amount quoted are subject to a satisfactory claims experience, any additional information requested, QBE Insurance (Australia) Limited standard underwriting guidelines and Special Terms and Conditions on cover.

Acceptance of this quote by you will mean acceptance of the Special Terms, Conditions and Minimum Standards listed.

If you would like to discuss any of the Special Terms, Conditions and Minimum Standards please contact your Elders Insurance Authorised Representative.

### Your duty of disclosure

Before you enter into an insurance contract, you have a duty to tell us anything that you know, or could reasonably be expected to know, may affect our decision to insure you and on what terms.

You have this duty until we agree to insure you.

You have the same duty before you renew, extend, vary or reinstate an insurance contract.

You do not need to tell us anything that:

- reduces the risk we insure you for; or
- is common knowledge; or
- we know or should know as an insurer; or
- we waive your duty to tell us about.

### If you do not tell us something

If you do not tell us anything you are required to, we may cancel your contract or reduce the amount we will pay you if you make a claim, or both.

If your failure to tell us is fraudulent, we may refuse to pay a claim and treat the contract as if it never existed.

# Profit and Loss

## Bawley Point, Kioloa, Termeil Community Association For the 10 months ended 30 April 2026

JULY 2025-APR  
2026

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### Trading Income

1.100 - Annual Memberships BPKTCA	859.01
1.300 - Donations Local (Jams) etc.	146.00
1.400 - CLP Beach Rescue Stations Grants/Donations	5,436.28
1.500 - SCC Annual Grant	500.00
270 - Interest Received	683.85
<b>Total Trading Income</b>	<b>7,625.14</b>

### Cost of Sales

313 - CLP Community Connect	1,413.88
315 - CLP Project Strategic Plan 2025	257.61
316 - CLP Beach Rescue Stations 2025	4,721.93
<b>Total Cost of Sales</b>	<b>6,393.42</b>

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**Gross Profit** 1,231.72

### Other Income

1.150 - Community Connect Equity Funds	1,413.88
<b>Total Other Income</b>	<b>1,413.88</b>

### Operating Expenses

404 - Bank Fees	6.00
485 - Subscriptions Xero Website Mailchimp	505.84
<b>Total Operating Expenses</b>	<b>511.84</b>

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**Net Profit** 2,133.76

# Balance Sheet

## Bawley Point, Kioloa, Termeil Community Association As at 30 April 2026

30 APR 2026

### Assets

#### Bank

BPKTCA - Bendigo Bank (Milton)	40,972.94
BPKTCA - General Account IMB (Ulludulla)	2,973.80
<b>Total Bank</b>	<b>43,946.74</b>

#### Fixed Assets

720 - Computer Equipment	2,163.64
721 - Less Accumulated Depreciation on Computer Equipment	(2,163.64)
<b>Total Fixed Assets</b>	<b>-</b>

#### Total Assets

**43,946.74**

### Liabilities

#### Current Liabilities

820 - GST	(77.95)
860 - Rounding	0.01
<b>Total Current Liabilities</b>	<b>(77.94)</b>

#### Total Liabilities

**(77.94)**

### Net Assets

**44,024.68**

### Equity

960 - Retained Earnings	(88.42)
961 - Equity Historical	41,979.34
Current Year Earnings	2,133.76
<b>Total Equity</b>	<b>44,024.68</b>

# Account Transactions

## Bawley Point, Kioloa, Termeil Community Association For the period 1 January 2026 to 30 April 2026

DATE	SOURCE	DESCRIPTION	REFERENCE	DEBIT	CREDIT	RUNNING BALANCE
<b>BPKTCA - Bendigo Bank (Milton)</b>						
<b>Opening Balance</b>				<b>40,361.33</b>	-	<b>40,361.33</b>
1 Jan 2026	Receive Money	Bendigo Bank		302.56	-	40,663.89
7 Jan 2026	Receive Money	Alan Gagiero	2025/2026 membership	10.00	-	40,673.89
7 Jan 2026	Receive Money	Geoffrey Rohan	2025/2026	10.00	-	40,683.89
17 Jan 2026	Receive Money	RESCUE STATIONS		48.00	-	40,731.89
25 Feb 2026	Payable Payment	Payment: Paul A Desreux & HD Tran (Saltwood Caterers)	Community Connect celebration food	-	220.00	40,511.89
25 Feb 2026	Receive Money	Erika Schwarze & Michael Maley		20.00	-	40,531.89
27 Feb 2026	Payable Payment	Payment: Surf Life Saving - SLSA Club Online	INV0008051 rescue tube x 2 for Bawley Beach	-	304.00	40,227.89
27 Feb 2026	Receivable Payment	Payment: South Coast & Milton Community Bank (Bendigo)	INV-0009	5,861.90	-	46,089.79
11 Mar 2026	Payable Payment	Payment: Signarama Coffs Harbour	INV 25768 cabinets for BRS at Bawley Beach	-	1,815.00	44,274.79
19 Mar 2026	Payable Payment	Payment: Defibrillators Australia	INV 10721 AED for Bawley Beach	-	2,318.97	41,955.82
22 Mar 2026	Spend Money	Michael J Downie	22.03.26	-	300.00	41,655.82
24 Mar 2026	Payable Payment	Payment: Softcom Web Solutions Pty Ltd	INV-12452	-	1,005.27	40,650.55
1 Apr 2026	Receive Money	Bendigo Bank		322.39	-	40,972.94
<b>Total BPKTCA - Bendigo Bank (Milton)</b>				<b>6,574.85</b>	<b>5,963.24</b>	<b>40,972.94</b>
<b>Closing Balance</b>				<b>40,972.94</b>	-	<b>40,972.94</b>

### BPKTCA - General Account IMB (Ulludulla)

<b>Opening Balance</b>				<b>3,288.18</b>	-	<b>3,288.18</b>
4 Jan 2026	Receive Money	Kioloa RFS		90.00	-	3,378.18
5 Jan 2026	Spend Money	Xero Australia		-	35.00	3,343.18
5 Jan 2026	Spend Money	Kioloa RFS		-	90.00	3,253.18
5 Jan 2026	Receive Money	RESCUE STATIONS	SBK Training	55.00	-	3,308.18
7 Jan 2026	Receivable Payment	Payment: ATO	INV-0008	28.00	-	3,336.18
8 Jan 2026	Receive Money	Jeffrey Mason		10.00	-	3,346.18
13 Jan 2026	Receive Money	Rachael & James Francone		10.00	-	3,356.18
30 Jan 2026	Receive Money	Mark & Shelia Jarvis		30.00	-	3,386.18
31 Jan 2026	Receive Money	BPKTCA IMB Account		0.03	-	3,386.21
1 Feb 2026	Payable Payment	Payment: Softcom Web Solutions Pty Ltd	INV-12369	-	97.50	3,288.71
3 Feb 2026	Spend Money	Xero Australia		-	35.00	3,253.71
12 Feb 2026	Receive Money	Raylee Myers		10.00	-	3,263.71
22 Feb 2026	Receive Money	Paul & Lyn Gilmour		10.00	-	3,273.71
28 Feb 2026	Receive Money	BPKTCA IMB Account		0.03	-	3,273.74
3 Mar 2026	Spend Money	Xero Australia		-	35.00	3,238.74
31 Mar 2026	Receive Money	BPKTCA IMB Account		0.03	-	3,238.77
7 Apr 2026	Spend Money	Xero Australia	XeroAUIINV_UGRfmVLN	-	35.00	3,203.77

Account Transactions

DATE	SOURCE	DESCRIPTION	REFERENCE	DEBIT	CREDIT	RUNNING BALANCE
13 Apr 2026	Payable Payment	Payment: ATO	Jan-Mar 2026	-	230.00	2,973.77
30 Apr 2026	Receive Money	BPKTCA IMB Account		0.03	-	2,973.80
<b>Total BPKTCA - General Account IMB (Ulludulla)</b>				<b>243.12</b>	<b>557.50</b>	<b>2,973.80</b>
<b>Closing Balance</b>				<b>2,973.80</b>	<b>-</b>	<b>2,973.80</b>
<b>Total</b>				<b>6,817.97</b>	<b>6,520.74</b>	<b>297.23</b>



## **COMMUNITY ASSOCIATION BAWLEY POINT KIOLOA TERMEIL COMMUNITY ASSOCIATION CODE OF CONDUCT – FINAL DRAFT 240426**

### ***OUR PURPOSE***

Our BPKTCA represents and works for the residents and ratepayers of our three villages, to support a safe, connected and welcoming community. We work cooperatively with our Local Council, businesses and other organisations to improve the wellbeing, safety and livability of our villages. We also act as the Accredited Community Forum for our region.

### ***BPKTCA and SHOALHAVEN COUNCIL – Working Together***

In working with Council, the BPKTCA represents community views and raises local issues with Council; works with Council on projects like planning proposals, road safety, parks, community spaces, and events; engages with Council initiatives and shares information with residents.

Importantly, the Community Association is independent and run by volunteers. It does not act for or replace Council. Council remains responsible for planning, infrastructure, regulations, and enforcement of policies for our region, but it also carries a responsibility to support, encourage and engage with the BPKTCA to remain informed on community issues and to assist where resources allow.

In being a registered community association, the BPKTCA also has the authority to act as the Council's Accredited Community Forum (ACF) for Bawley Point, Kioloa and Termeil.

### ***OUR BPKTCA/ ACF CODE OF CONDUCT - Why do we need a Code of Conduct?***

Many of the issues that we discuss together can potentially have a significant impact on our community and the values we have for our three villages. Not everyone will share the same views, and this can give rise to differences of opinion. We all have a right to express our views; this is important in a healthy community. But we need to do this in a respectful way. We need to listen to each other and discuss the issues at hand.

This Code of Conduct sets out the norms and behaviours expected of all members, volunteers, participants and committee members of the BPKTCA/ ACF. It supports a safe, respectful, lawful and well managed association, in line with NSW Fair Trading requirements. This Code sets out the behaviours and expectations that sit at the heart of our Community Association.

## ***EXPECTED BEHAVIOURS***

### **1. Be Respectful**

- Treat all members, volunteers, and council representatives politely
- Listen to different opinions, even when you disagree
- Avoid personal attacks or offensive behaviour
- Do not engage in bullying, harassment, intimidation

### **2. Be Inclusive**

- Welcome people of all backgrounds, ages, and abilities
- Encourage participation from all parts of the community
- Do not discriminate or exclude others

### **3. Communicate Constructively**

- Raise concerns in a calm and respectful way
- Focus on solutions and facts, not blame or hearsay
- Use appropriate language in meetings, emails, and social media

### **4. Act Lawfully and in the Best Interests of the Association**

- Respect Association decisions/ make decisions in good faith
- Support the Association's purpose and community responsibilities
- Follow meeting procedures and the Constitution and give others a chance to speak
- Do not use the Association for personal gain over the greater good
- Provide a safe and inclusive physical and psychosocial environment

### **5. Manage Conflicts of Interest**

- Declare any actual/perceived conflicts of interest that may affect Association decisions
- Do not participate in decisions where you have a conflict

## **6. Use Funds, Information and Resources Properly**

- Use money, property and information only for authorised purposes
- Follow proper financial approvals and processes and keep accurate records
- Do not misuse or waste Association resources
- Protect personal and sensitive information

## **7. Good Governance and Meeting Procedure**

- Follow reasonable directions from the President/ Chair or authorised office bearers
- Committee members must carry out their duties responsibly and meet their obligations

## **8. Raise and Handle Complaints and Misbehaviours Properly**

- Concerns or breaches should be raised and managed within BPKTCA/ ACF meetings and/ or with the person(s) directly, in a fair and consistent manner
- For matters that cannot be resolved directly, speak to a committee member or submit any concern in writing to the BPKTCA Secretary
- It is noted that the Council is not responsible for solving any disputes or disagreements between members/ participants of the BPKTCA/ ACF
- If this Code is not followed, the Association President or delegated person may:
  - Have a discussion with the person involved and/ or issue a warning
  - Ask the person to leave a meeting or event
  - Limit participation or, if necessary, remove membership
- The following behaviours will not be tolerated:
  - Bullying, harassment, or intimidation
  - Discrimination of any kind
  - Aggressive or abusive behaviour toward members or council staff
  - Spreading misinformation about the Association or council decisions
  - Disruptive conduct at meetings or events

## **Agreement**

By participating in the Community Association/ ACF, you agree to follow this Code of Conduct and support a positive and respectful community and the BPKTCA.

# BAWLEY POINT, KIOLOA & TERMEIL COMMUNITY ASSOCIATION INC.



## CONSTITUTION 2026

### Contents

#### Part 1 - Preliminary

- 1 Definitions

#### Part 2 – Name and objectives

- 2 Name
- 3 Objects
- 4 Boundaries

#### Part 3 - Membership

- 5 Membership generally
- 6 Nomination for membership
- 6A Change of membership status
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# Part 1 - Preliminary

## 1. Definitions

(1) In this constitution:

**Association** means the Bawley Point, Kioloa & Termeil Community Association Inc.

**Council** means the Shoalhaven City Council.

**Director-General** means the Director-General of the Department of Services, Technology and Administration.

**General Meeting** means a general meeting of the Association other than an annual general meeting.

**Local area** means the area defined in clause 4 and displayed on the map that is at Appendix 2.

**Ordinary committee member** means a member of the committee who is not an office-bearer of the Association.

**Secretary** means:

- (a) the person holding office under this constitution as secretary of the Association, or
- (b) if no such person holds that office - the Public Officer of the Association.

**the Act** means the *Associations Incorporation Act 2009*.

**the Regulation** means the *Associations Incorporation Regulation 2010*.

(2) In this constitution:

- (a) a reference to a function includes a reference to a power, authority and duty, and
- (b) a reference to the exercise of a function includes, if the function is a duty, a reference to the performance of the duty.

(3) The provisions of the *Interpretation Act 1987* apply to and in respect of this constitution in the same manner as those provisions would so apply if this constitution were an instrument made under the Act.

## **Part 2 – Name and objectives**

### **2. Name**

The name of the Association is Bawley Point, Kioloa & Termeil Community Association Inc. (BPKTCA Inc).

### **3. Objects**

The objects of the Association are:

- (1) to promote and protect the interests and welfare of the members, residents and ratepayers in relation to the local area,
- (2) to develop and assist and advise on the development of appropriate and suitable infrastructure and services in the local area,
- (3) to maintain, preserve and foster the natural environment and heritage of the local area,
- (4) to obtain, on behalf of the local community, information and feedback on local government issues relevant to the local area of the Shoalhaven City area as a whole,
- (5) to disseminate relevant community and Council information to residents and ratepayers within the local area,
- (6) to facilitate discussion on, and communicate to, Council and Council staff, the collective views of the community on a range of matters including, but not limited to, policy development, State Environmental Planning Policies, land re-zoning, development applications and works and services needs of the local area,
- (7) to encourage the involvement and input of residents and ratepayers in relation to matters affecting our region, with particular regard to Council's decision making process and policies,
- (8) to secure and maintain formal recognition from Council as the Accredited Community Forum (ACF) for the local area,
- (9) attend meetings and liaise with Council and apply for financial assistance,
- (10) provide and maintain a community notice board or boards within the local area, including by any appropriate electronic format,
- (11) to liaise, communicate and work with all levels of the Australian Government and the NSW Government as and when required,
- (12) anything connected to or related to paragraphs (1) to (11) above.

#### **4. *Boundaries***

- (1) The boundary of the Association is the area between and including Termeil Point and Durras Mountain along the coast and west to the Princes Highway including the community of Termeil on the western side of the Princes Highway.
- (2) The area indicated on the map at Appendix 2 is the local area and shows the boundaries of the Association.

### **Part 3 - Membership**

#### **5. *Membership generally***

An individual is eligible to be a member of the Association if the person is:

- (1) a natural person over age 18; and
- (2) a resident of the local area, or
- (3) a ratepayer in the local area, or
- (4) an owner of a permanent caravan site within a caravan park located in the local area, or
- (5) a business owner or manager in the local area, and
- (6) the person has made an application for membership of the Association in accordance with clause 6.

#### **6. *Application for membership***

- (1) An application for membership of the Association must be made to the Treasurer in writing.
- (2) After payment of the annual subscription by the applicant, the Treasurer shall within 14 days enter the applicant's name in the register of members and, on the name being entered, the applicant becomes a member of the Association.
- (3) An applicant must agree to be bound by the terms of the Code of Conduct which has been approved by the Association and includes provision for zero tolerance for any bullying, harassment or discrimination or unsafe conduct towards other ordinary members, Committee members, Council representatives, visitors or others.

#### **6A. *Change of membership status***

- (1) On 1 July 2026, all members recorded as a "household" shall be changed to an individual membership in the name of the person on the application form.
- (2) If there are two or more names on the application form for a household membership, the first name will be recorded as the member unless the household requests another person become the member on or before 1 July 2026.
- (3) The Public Officer will amend the register of members to set out the name and address of each member and remove the details of each household by 30 September 2026.

## **7. Cessation of membership**

A person ceases to be a member of the Association if the person:

- (1) dies, or
- (2) resigns membership, or
- (3) is expelled from the Association, or
- (4) fails to pay the annual membership fee under clause 11 (2) within 3 months after the fee is due.

## **8. Membership entitlements not transferable**

A right, privilege or obligation which a person has by reason of being a member of the Association:

- (1) is not capable of being transferred or transmitted to another person, and
- (2) terminates on cessation of the person's membership.

## **9. Resignation of membership**

- (1) A member of the Association may resign from membership of the Association by first giving to the secretary written notice of at least one month (or such other period as the committee may determine) of the member's intention to resign and, on the expiration of the period of notice, the member ceases to be a member.
- (2) If a member of the Association ceases to be a member under subclause (1), and in every other case where a member ceases to hold membership, the secretary must make an appropriate entry in the register of members recording the date on which the member ceased to be a member.

## **10. Register of members**

- (1) The Public Officer of the Association must establish and maintain a register of members of the Association specifying the name and postal or residential address of each person who is a member of the Association together with the date on which the person became a member.
- (2) The register of members must be kept in New South Wales:
  - (a) at the main premises of the Association, or
  - (b) if the Association has no premises, at the Association's official address, or
  - (c) at the address of the Public Officer of the Association. The register of members may be kept in an electronic form only and may be provided to a member in an electronic form only.
- (3) The register of members must be open for inspection, free of charge, by any member of the Association at any reasonable hour.
- (4) A member of the Association may obtain a copy of the names of the members of the Association on the register upon payment of a fee of not more than \$1 for each page copied or the cost of any device used pursuant to subclause (2A).
- (5) A member or an applicant for membership may request that their name or address not be included on the register maintained pursuant to subclause (1) and the member or applicant is not required to provide a reason for any such request.
- (6) A member must not use information about a person obtained from the register to

contact or send material to the person, other than for:

- (a) purposes of sending the person a newsletter, or
- (b) a notice in respect of a meeting or other event relating to the Association or
- (c) other material relating to the Association, or
- (d) any other purpose necessary to comply with a requirement of the Act or the Regulation

### **11. Fees and subscriptions**

- (1) A member of the Association must, on admission to membership, pay to the Association a fee of \$10 or, if some other amount is determined by the committee, that other amount.
- (2) In addition to any amount payable by the member under subclause (1), a member of the Association must pay to the Association an annual membership fee of \$10 or, if some other amount is determined by the committee, that other amount: except as provided by paragraph (b), before 1 July in each calendar year, or if the member becomes a member on or after 1 July in any calendar year - on becoming a member and before 1 July in each succeeding calendar year.

### **12. Members' liabilities**

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 clause 11.

### **13. Resolution of disputes**

- (1) A dispute between a member and another member (in their capacity as members) of the Association, or a dispute between a member or members and the Association, are to be referred to a community justice centre for mediation under the *Community Justice Centres Act 1983*.
- (2) If a dispute is not resolved by mediation within 3 months of the referral to a community justice centre, the dispute is to be referred to arbitration.
- (3) The *Commercial Arbitration Act 1984* applies to any such dispute referred to arbitration.

### **14. Disciplining of members**

- (1) A complaint may be made to the committee by any person that a member of the Association:
  - (a) has refused or neglected to comply with a provision or provisions of this constitution, or
  - (b) has wilfully acted in a manner prejudicial to the interests of the Association.
- (2) The committee may refuse to deal with a complaint if it considers the complaint to be trivial or vexatious in nature.
- (3) If the committee decides to deal with the complaint, the committee:
  - (a) must cause notice of the complaint to be served on the member concerned, and
  - (b) must give the member at least 14 days from the time the notice is served within which to make submissions to the committee in connection with the complaint, and

- (c) must take into consideration any submissions made by the member in connection with the complaint.
- (4) The committee may, by resolution, expel the member from the Association or suspend the member from membership of the Association if, after considering the complaint and any submissions made in connection with the complaint, it is satisfied that the facts alleged in the complaint have been proved and the expulsion or suspension is warranted in the circumstances.
- (5) If the committee expels or suspends a member, the secretary must, within 7 days after the action is taken, cause written notice to be given to the member of the action taken, of the reasons given by the committee for having taken that action and of the member's right of appeal under clause 15.
- (6) The expulsion or suspension does not take effect:
  - (a) until the expiration of the period within which the member is entitled to appeal against the resolution concerned, or
  - (b) if within that period the member exercises the right of appeal, unless and until the Association confirms the resolution under clause 15, whichever is the later.

### ***15. Right of appeal of disciplined member***

- (1) A member may appeal to the Association in general meeting against a resolution of the committee under clause 14, within 7 days after notice of the resolution is served on the member, by lodging with the secretary a notice to that effect.
- (2) The notice may, but need not, be accompanied by a statement of the grounds on which the member intends to rely for the purposes of the appeal.
- (3) On receipt of a notice from a member under subclause (1), the secretary must notify the committee which is to convene a general meeting of the Association to be held within 28 days after the date on which the secretary received the notice.
- (4) At a general meeting of the Association convened under subclause (3):
  - (a) no business other than the question of the appeal is to be transacted, and
  - (b) the committee and the member must be given the opportunity to state their respective cases orally or in writing, or both, and
  - (c) the members present are to vote by secret ballot on the question of whether the resolution should be confirmed or revoked.
- (5) The appeal is to be determined by a simple majority of votes cast by members of the Association of the action taken, of the reasons given by the committee for having taken that action and of the member's right of appeal under clause 15.
- (6) the expulsion or suspension does not take effect:
  - (a) until the expiration of the period within which the member is entitled to appeal against the resolution concerned, or
  - (b) if within that period the member exercises the right of appeal, unless and until the Association confirms the resolution under clause 15, whichever is the later.

## **Part 4 - The committee**

### **16. Powers of the committee**

Subject to the Act, the Regulation and this constitution and to any resolution passed by the Association in general meeting, the committee:

- (1) is to control and manage the affairs of the Association, and
- (2) may exercise all such functions as may be exercised by the Association, other than those functions that are required by this constitution to be exercised by a general meeting of members of the Association, and
- (3) has power to perform all such acts and do all such things as appear to the committee to be necessary or desirable for the proper management of the affairs of the Association,
- (4) attend relevant Council meetings, including meetings convened for Accredited Community Forum purposes and submit agenda items when appropriate,
- (5) ensure the appropriate expenditure of any funds received from the Council or any other source.

### **17. Composition and membership of committee**

- (1) The committee is to consist of:
  - (a) the office-bearers of the Association, and
  - (b) at least 2 ordinary committee members, each of whom is to be elected at the annual general meeting of the Association under clause 18.
- (2) The total number of committee members is to be the minimum of 5 persons and a maximum of 10 persons.
- (3) The office-bearers of the Association are as follows:
  - (a) the President,
  - (b) the Treasurer,
  - (c) the Secretary.
- (4) A committee member may hold up to 2 offices.
- (5) Each member of the committee is, subject to this constitution, to hold office until the conclusion of the annual general meeting following the date of the member's election but is eligible for re-election.

### **18. Election of committee members**

- (1) Nominations of candidates for election as office-bearers of the Association or as ordinary committee members:
  - (a) must be made in writing, signed by 2 members of the Association and accompanied by the written consent of the candidate (which may be endorsed on the form of the nomination), and
  - (b) must be delivered to the secretary of the Association at least 7 days before the date fixed for the holding of the annual general meeting at which the election is to take place.
- (2) If insufficient nominations are received to fill all vacancies on the committee, the candidates nominated are taken to be elected and further nominations are to be received at the annual general meeting.

- (3) If insufficient further nominations are received, any vacant positions remaining on the committee are taken to be casual vacancies.
- (4) If the number of nominations received is equal to the number of vacancies to be filled, the persons nominated are taken to be elected.
- (5) If the number of nominations received exceeds the number of vacancies to be filled, a ballot is to be held.
- (6) The ballot for the election of office-bearers and ordinary committee members of the committee is to be conducted at the annual general meeting in such usual and proper manner as the committee may direct.
- (7) A person nominated as a candidate for election as an office-bearer or as an ordinary committee member of the Association must be a member of the Association.

### **18A. Reserved Positions on the Committee**

- (1) In regard to the election of Committee Members the first 2 nominations for the Committee from each of Bawley Point, Kioloa and Termeil (2 nominations from Bawley Point, 2 from Kioloa and 2 nominations from Termeil) (the Reserved Positions) are taken to be elected as Committee Members.
- (2) All other member positions on the Committee, inclusive of any unfilled\_Reserved Positions are to be filled pursuant to Clause 18 above.

### **19. Secretary**

- (1) The secretary of the Association must, as soon as practicable after being appointed as secretary, lodge notice with the Association of his or her address.
- (2) It is the duty of the secretary to keep minutes (whether in written or electronic form) of:
  - a. All appointments of office-bearers and members of the committee, and
  - b. The names of members of the committee present at a committee meeting or a general meeting, and
  - c. All proceedings at committee meetings and general meetings
- (3) Minutes of proceedings at a meeting must be signed by the chairperson of the meeting or by the chairperson of the next succeeding meeting
- (4) The signature of the chairperson may be transmitted by electronic means for the purposes of subclause (3).

### **20. Treasurer**

It is the duty of the treasurer of the Association to ensure:

- (1) that all money due to the Association is collected and received and that all payments authorised by the Association are made, and
- (2) that correct books and accounts are kept showing the financial affairs of the

Association, including full details of all receipts and expenditure connected with the activities of the Association.

## **20A. Public Officer**

- (1) The Association must have a Public Officer who is responsible for ensuring that all compliance matters are properly addressed and resolved and meets the duties and responsibilities as required pursuant to sections 22 to 25 of the Act.
- (2) The Public Officer must be a member of the Association and must be appointed by the Committee.
- (3) The Committee must ensure that there is a Public Officer appointed for the Association at all times and appoint a new Public Officer within 14 days of the previous Public Officer becoming no longer available, for any reason, to perform the duties of the Public Officer.

## **21. Casual vacancies**

In the event of a casual vacancy occurring in the membership of the committee, the committee may appoint a member of the Association to fill the vacancy and the member so appointed is to hold office, subject to this constitution, until the conclusion of the annual general meeting next following the date of the appointment. A casual vacancy in the office of a member of the committee occurs if the member:

- (1) dies, or
- (2) ceases to be a member of the Association, or
- (3) becomes an insolvent under administration within the meaning of the *Corporations Act 2001* of the Commonwealth, or
- (4) resigns office by notice in writing given to the secretary, or
- (5) is removed from office under clause 22, or
- (6) becomes a mentally incapacitated person, or
- (7) is absent without the consent of the committee from 3 consecutive meetings of the committee, or
- (8) is convicted of an offence involving fraud or dishonesty for which the maximum penalty on conviction is imprisonment for not less than 3 months, or
- (9) is prohibited from being a director of a company under Part 2D.6 (Disqualification from managing corporations) of the *Corporations Act 2001* of the Commonwealth.

## **22. Removal of committee members**

- (1) The Association in general meeting may by resolution remove any member of the committee from the office of member before the expiration of the member's term of office and may by resolution appoint another person to hold office until the expiration of the term of office of the member so removed.

- (2) If a member of the committee to whom a proposed resolution referred to in subclause (1) relates makes representations in writing to the secretary or president (not exceeding a reasonable length) and requests that the representations be notified to the members of the Association, the secretary or the president may send a copy of the representations to each member of the Association or, if the representations 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.

### **23. Committee meetings and quorum**

- (1) The committee must meet at least 3 times in each period of 12 months at such place and time as the committee may determine.
- (2) Additional meetings of the committee may be convened by the president or by any member of the committee.
- (3) Oral or written notice of a meeting of the committee must be given by the secretary to each member of the committee at least 48 hours (or such other period as may be unanimously agreed on by the members of the committee) before the time appointed for the holding of the meeting.
- (4) Notice of a meeting given under subclause (3) must specify the general nature of the business to be transacted at the meeting and no business other than that business is to be transacted at the meeting, except business which the committee members present at the meeting unanimously agree to treat as urgent business.
- (5) Any 3 members of the committee constitute a quorum for the transaction of the business of a meeting of the committee. No business is to be transacted by the committee unless a quorum is present and if, within half an hour of the time appointed for the meeting, a quorum is not present, the meeting is to stand adjourned to the same place and at the same hour of the same day in the following week.
- (6) If at the adjourned meeting a quorum is not present within half an hour of the time appointed for the meeting, the meeting is to be dissolved.
- (7) At a meeting of the committee:
  - (a) the president or, in the president's absence, the vice-president is to preside, or
  - (b) if the president and the vice-president are absent or unwilling to act, such one of the remaining members of the committee as may be chosen by the members present at the meeting is to preside.

### **24. Appointment of Association members as committee members to constitute quorum**

- (1) If at any time the number of committee members is less than the number required to constitute a quorum for a committee meeting, the existing committee members may appoint a sufficient number of members of the association as committee members to enable the quorum to be constituted.
- (2) A member of the committee so appointed is to hold office, subject to this constitution, until the annual general meeting next following the date of the appointment.
- (3) This clause does not apply to the filling of a casual vacancy to which clause 18 applies.

## **25. Use of technology at committee meetings**

- (1) A committee meeting may be held at 2 or more venues using any technology approved by the committee that gives each of the committee's members a reasonable opportunity to participate.
- (2) A committee member who participates in a committee meeting using that technology is taken to be present at the meeting and, if the member votes at the meeting, is taken to have voted in person.

## **26. Delegation by committee to sub-committee**

- (1) The committee may, by instrument in writing, delegate to one or more sub-committees (consisting of such member or members of the Association as the committee thinks fit) the exercise of such of the functions of the committee as are specified in the instrument, other than:
  - (a) this power of delegation, and
  - (b) a function which is a duty imposed on the committee by the Act or by any other law.
- (2) A function the exercise of which has been delegated to a sub-committee under this clause may, while the delegation remains unrevoked, be exercised from time to time by the sub-committee in accordance with the terms of the delegation.
- (3) A delegation under this clause may be made subject to such conditions or limitations as to the exercise of any function, or as to time or circumstances, as may be specified in the instrument of delegation.
- (4) Despite any delegation under this clause, the committee may continue to exercise any function delegated.
- (5) Any act or thing done or suffered by a sub-committee acting in the exercise of a delegation under this clause has the same force and effect as it would have if it had been done or suffered by the committee.
- (6) The committee may, by instrument in writing, revoke wholly or in part any delegation under this clause.
- (7) A sub-committee may meet and adjourn as it thinks proper.

## **27. Voting and decisions**

- (1) Questions arising at a meeting of the committee or of any sub-committee appointed by the committee are to be determined by a majority of the votes of members of the committee or sub-committee present at the meeting.
- (2) Each member present at a meeting of the committee or of any sub-committee appointed by the committee (including the person presiding at the meeting) is entitled to one vote but, in the event of an equality of votes on any question, the person presiding may exercise a second or casting vote.
- (3) Subject to clause 23 (5), the committee may act despite any vacancy on the committee.
- (4) Any act or thing done or suffered, or purporting to have been done or suffered, by the committee or by a sub-committee appointed by the committee, is valid and effectual despite any defect that may afterwards be discovered in the

appointment or qualification of any member of the committee or sub-committee.

## **Part 5 - General meetings**

### ***28. Annual general meetings - holding of***

- (1) The Association must hold its first annual general meeting within 18 months after its registration under the Act.
- (2) The Association must hold its annual general meetings:
  - (a) within 6 months after the close of the Association's financial year, or
  - (b) within such later time as may be allowed by the Director-General or prescribed by the Regulation.

### ***29. Annual general meetings - calling of and business at***

- (1) The annual general meeting of the Association is, subject to the Act and to clause 26, to be convened on such date and at such place and time as the committee thinks fit.
- (2) In addition to any other business which may be transacted at an annual general meeting, the business of an annual general meeting is to include the following:
  - (a) to confirm the minutes of the last preceding annual general meeting and of any special general meeting held since that meeting,
  - (b) to receive from the committee reports on the activities of the Association during the last preceding financial year,
  - (c) to elect office-bearers of the Association and ordinary committee members,
  - (d) to receive and consider any financial statement or report required to be submitted to members under the Act.
- (3) An annual general meeting must be specified as such in the notice convening it.

### ***30. General meetings - calling of***

- (1) The committee may, whenever it thinks fit, convene a general meeting of the association.
- (2) The committee must, on the requisition of at least 5% of the total number of members, convene a general meeting of the association.
- (3) A requisition of members for a general meeting:
  - (a) must be in writing, and
  - (b) must state the purpose or purposes of the meeting, and
  - (c) must be signed by the members making the requisition, and
  - (d) must be lodged with the secretary, and
  - (e) may consist of several documents in a similar form, each signed by one or more of the members making the requisition.
- (4) If the committee fails to convene a general meeting to be held within 1 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 general meeting to be held not later than 3 months after that date.

- (5) A general meeting convened by a member or members as referred to in subclause (4) must be convened as nearly as is practicable in the same manner as general meetings are convened by the committee.
- (6) For the purposes of subclause (3):
  - (a) a requisition may be in electronic form, and
  - (b) a signature may be transmitted, and a requisition may be lodged, by electronic means.

### **31. Notice**

- (1) Except if the nature of the business proposed to be dealt with at a general meeting requires a special resolution of the Association, the secretary must, at least 14 days before the date fixed for the holding of the general meeting, give a notice to each member specifying the place, date and time of the meeting and the nature of the business proposed to be transacted at the meeting.
- (2) If the nature of the business proposed to be dealt with at a general meeting requires a special resolution of the Association, the secretary must, at least 21 days before the date fixed for the holding of the general meeting, cause notice to be given to each member specifying, in addition to the matter required under subclause (1), the intention to propose the resolution as a special resolution.
- (3) No business other than that specified in the notice convening a general meeting is to be transacted at the meeting except, in the case of an annual general meeting, business which may be transacted under clause 27 (2).
- (4) A member desiring to bring any business before a general meeting may give notice in writing of that business to the secretary who must include that business in the next notice calling a general meeting given after receipt of the notice from the member.

### **32. Quorum for general meetings**

- (1) No item of business is to be transacted at a general meeting unless a quorum of members entitled under this constitution to vote is present during the time the meeting is considering that item.
- (2) Five members present (being members entitled under this constitution to vote at a general meeting) constitute a quorum for the transaction of the business of a general meeting.
- (3) If within half an hour after the appointed time for the commencement of a general meeting a quorum is not present, the meeting:
  - (a) if convened on the requisition of members, is to be dissolved, and
  - (b) in any other case, is to stand adjourned to the same day in the following week at the same 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.
- (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 at least 3) are to constitute a quorum.

### **33. Presiding member**

- (1) The president or, in the president's absence, a Committee member, is to preside as chairperson at each general meeting of the Association.
- (2) If the president is absent or unwilling to act, the members present must elect one of their number to preside as chairperson at the meeting.

### **34. Adjournment**

- (1) The chairperson of a general meeting at which a quorum is present may, with the consent of the majority of members present at the meeting, adjourn the meeting from time to time and place to place, but no business is to be transacted at an adjourned meeting other than the business left unfinished at the meeting at which the adjournment took place.
- (2) If a general meeting is adjourned for 14 days or more, the secretary must give written or oral notice of the adjourned meeting to each member of the Association stating the place, date and time of the meeting and the nature of the business to be transacted at the meeting.
- (3) Except as provided in subclauses (1) and (2), notice of an adjournment of a general meeting or of the business to be transacted at an adjourned meeting is not required to be given.

### **35. Making of decisions**

- (1) A question arising at a general meeting of the Association is to be determined by either:
  - (a) a show of hands, or
  - (b) if on the motion of the chairperson or if 5 or more members present at written ballot—a written ballot.
- (2) A decision will be made by a simple majority, that is, more than 50% of the persons eligible to vote and voting.
- (3) If the question is to be determined by a show of hands, a declaration by the chairperson that a resolution has, on a show of hands, been carried or carried unanimously or carried by a particular majority or lost, or an entry to that effect in the minute book of the Association, is evidence of the fact without that resolution.
- (4) If the question is to be determined by a written ballot, the ballot is to be conducted in accordance with the directions of the chairperson.

### **36. Special resolutions**

A special resolution may only be passed by the Association in accordance with section 39 of the Act.

### **37. Voting**

- (1) On any question arising at a general meeting of the Association a member has one vote only.
- (2) In the case of an equality of votes on a question at a general meeting, the

chairperson of the meeting is entitled to exercise a second or casting vote.

- (3) 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.
- (4) When a meeting is being conducted for the purposes of Accredited Community Forum business, then any resident or ratepayer of the local community may participate in the discussion at general meetings. If a vote is required, only members of the Association are entitled to vote.

### **38. *Proxy votes not permitted***

Proxy voting must not be undertaken at or in respect of an annual or general meeting.

### **39 *Postal or electronic ballots***

- (1) The association may hold a postal or electronic ballot (as the committee determines) to determine any issue or proposal (other than an appeal under Clause 12)
- (2) A postal or electronic ballot is to be conducted in accordance with Schedule 3 to the Regulation.

### **40. *Use of technology at general meetings***

- (1) A general meeting may be held at 2 or more venues using any technology approved by the committee that gives each of the association's members a reasonable opportunity to participate.
- (2) A member of an association who participates in a general meeting using that technology is taken to be present at the meeting and, if the member votes at the meeting, is taken to have voted in person.

## **Part 6 – Miscellaneous**

### **41. *Insurance***

The Association may effect and maintain insurance.

### **42. *Funds - source***

- (1) The funds of the Association are to be derived from entrance fees and annual subscriptions of members, donations and, subject to any resolution passed by the Association in general meeting, such other sources as the committee determines.
- (2) All money received by the Association must be deposited as soon as practicable and without deduction to the credit of the Association's bank or other authorised deposit-taking institution account.
- (3) The Association must, as soon as practicable after receiving any money, issue an appropriate receipt.

#### **43. Funds - management**

- (1) Subject to any resolution passed by the Association in general meeting, the funds of the Association are to be used in pursuance of the objects of the Association in such manner as the committee determines.
- (2) All cheques, drafts, bills of exchange, promissory notes and other negotiable instruments must be signed by any 2 members of the committee or employees of the Association, being members or employees authorised to do so by the committee.

#### **44. Association is non-profit**

Subject to the Act and the Regulation, the association must apply its funds and assets solely in pursuance of the objects of the association and must not conduct its affairs so as to provide a pecuniary gain for any of its members.

**Note.** Section 5 of the Act defines **pecuniary gain** for the purpose of this clause.

#### **45. Distribution of property on winding up of association**

- (1) Subject to the Act and the Regulations, in a winding up of the association, any surplus property of the association is to be transferred to another organisation with similar objects and which is not carried on for the profit or gain of its individual members.
- (2) In this clause, a reference to the surplus property of an association is a reference to that property of the association remaining after satisfaction of the debts and liabilities of the association and the costs, charges and expenses of the winding up of the association.

**Note.** Section 65 of the Act provides for distribution of surplus property on the winding up of an association.

#### **46. Change of name, objects and constitution**

An application to the Director-General for registration of a change in the Association's name, objects or constitution in accordance with section 10 of the Act is to be made by the public officer or a committee member.

#### **47. Custody of books etc**

Except as otherwise provided by this constitution, all records, books and other documents relating to the association must be kept in New South Wales:

- (1) at the main premises of the association, in the custody of the public officer or a member of the association (as the committee determines), or
- (2) if the association has no premises, at the association's official address, in the custody of the public officer.

#### **48. Inspection of books etc**

- (1) The following documents must be open to inspection, free of charge, by a member of the association at any reasonable hour:

- (a) records, books and other financial documents of the association,
  - (b) this constitution,
  - (c) minutes of all committee meetings and general meetings of the association.
- (2) Inspection of all or any documents may be provided in an electronic form and a copy of any document may be provided in an electronic form.
- (3) A member of the association may obtain a copy of any of the documents referred to in subclause (1) on payment of a fee of not more than \$1 for each page copied.
- (4) Despite subclauses (1) and (2), the committee may refuse to permit a member of the association to inspect or obtain a copy of records of the association that relate to confidential, personal, employment, commercial or legal matters or where to do so may be prejudicial to the interests of the association.

#### **49. Service of notices**

- (1) For the purpose of this constitution, a notice may be served on or given to a person:
- (a) by delivering it to the person personally, or
  - (b) by sending it by pre-paid post to the address of the person, or
  - (c) by sending it by facsimile transmission or some other form of electronic transmission to an address specified by the person for giving or serving the notice.
- (2) For the purpose of this constitution, a notice is taken, unless the contrary is proved, to have been given or served:
- (a) in the case of a notice given or served personally, on the date on which it is received by the addressee, and
  - (b) in the case of a notice sent by pre-paid post, on the date when it would have been delivered in the ordinary course of post, and
  - (c) in the case of a notice sent by facsimile transmission or some other form of electronic transmission, on the date it was sent or, if the machine from which the transmission was sent produces a report indicating that the notice was sent on a later date, on that date.

#### **50. Financial year**

The financial year of the Association is:

- (1) the period of time commencing on the date of incorporation of the Association and ending on the following 30 June, and
- (2) each period of 12 months after the expiration of the previous financial year of the Association, commencing on 1 July and ending on the following 30 June.

#### **51. Conflict of Interest Relating to Both Committee and General Meetings**

If there is perceived or actual conflict of interest raised prior to a matter being voted on, then the person/persons should declare their conflict of interest, abstain from voting and remove themselves from the room where voting is to take place until the result of the vote has been declared. The meeting minutes should reflect the name of the person/persons who abstained.

**Appendix 1 –  
Application for membership of Association**

(Clause 6 (1))

APPLICATION FOR MEMBERSHIP OF ASSOCIATION

.....  
Bawley Point & Kioloa Community Association Incorporated  
(incorporated under the *Associations Incorporation Act 2009*)  
(authorised under Shoalhaven Council as the Accredited  
Community Forum for Bawley Point, Kioloa, Termeil)

I, .....

*[full name of applicant]*

of .....

*[address]*

.....

*[email]*

hereby apply to become a member of the above named incorporated Association. In the event of my admission as a member, I agree to be bound by the constitution and the Code of Conduct of the Association for the time being in force.

.....

*Signature of applicant*

.....

Date

I do not want my name or my address included on the public register of members or made available at any time to any person for inspection.

Signature

Date

## Appendix 2 – Map of local area of Association's boundaries

The boundary of the Association is the area between and including Termeil Point and Durras Mountain along the coast and west to the Princes Highway together with the community of Termeil on the western side of the Princes Highway.

