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CONSTITUTION

RULES OF ASSOCIATION

Incorporated May 2024
Revised November 2025

BUSINESS WOMEN'S COLLECTIVE

Incorporated as Regional Business Women's Collective WA Inc.

Registration Number | A1045101P
ABN | 43 827 995 885

CONTENTS

PART 1 POWERS, INTERPRETATION AND PURPOSE	3
1 Name.....	3
2 Definitions and Interpretations.....	3
3 Purpose of the Association.....	4
4 Not for Profit Clause.....	4
5 Powers of the Association.....	4
6 Registered Address.....	5
PART 2 MEMBERSHIP	5
7 Membership.....	5
8 Application for Membership.....	5
9 Voting Rights.....	5
10 Subscriptions and Fees.....	6
11 Register of Members.....	6
12 Termination/Resignation of Membership.....	6
PART 3 MEETINGS	6
13 Meetings.....	6
14 Quorums.....	7
15 Notice of Meetings.....	7
16 Adjournment of Meetings.....	7
17 Minutes of Meetings.....	7
PART 4 MANAGEMENT COMMITTEE/BOARD	8
18 Management Committee.....	8
19 Governance.....	9
PART 5 FINANCIAL	9
20 Financial Year.....	9
21 Finance.....	10
22 Custody of Books and Securities.....	10
PART 6 DISCIPLINARY ACTION AND DISPUTE RESOLUTION	10
23 Suspension or Expulsion of Members.....	10
24 Resolving Disputes.....	10
25 Mediation.....	11
PART 7 MISCELLANEOUS	12
26 Amendments to Constitution.....	12
27 Dissolution of the Association.....	12

PART 1 POWERS, INTERPRETATION AND PURPOSE

1 NAME

The name of the Association shall be Regional Business Women's Collective Incorporated (Inc). Also known as Business Women's Collective or BWC

2 DEFINITIONS AND INTERPRETATIONS

In this Constitution, unless the contrary intention appears:

2.1 Definitions

- 2.1.1 **Act** means the Associations Incorporation Act 2015 (WA).
- 2.1.2 **Association** means the Regional Business Women's Collective Inc.
- 2.1.3 An **Auditor** means a person who inspects, reviews and verifies the accuracy of the association's accounts to ensure the validity and legality of its operational and/or financial records. The auditor must not be an employee of, nor otherwise have had any direct or indirect relationship with the Association.
- 2.1.4 The **Management Committee** refers to the elected members of the Association.
- 2.1.5 **Committee Members** are persons elected or appointed to the Management Committee.
- 2.1.6 Member means a member who has paid the prescribed fee.
- 2.1.7 A **General Meeting** refers to a meeting of the Association to which all members are entitled to receive notice and attend, including Annual General Meetings and Special General Meetings.
- 2.1.8 **Grievance** procedures mean the procedures set out in Clause 24 Resolving Disputes of this Constitution.
- 2.1.9 **Incorporated Association** means an association incorporated under the Act.
- 2.1.10 **Member** means a person or organisation accepted as a Member of the Association.
- 2.1.11 **Office Bearer** means a person elected to an office-bearer position on the Management Committee under Clause 18 of this Constitution.
- 2.1.12 **Representative** means a person appointed by a Member under Clause 7 of this Constitution.
- 2.1.13 **Special Resolution** means a resolution passed by the Members at a General Meeting in accordance with section 51 of the Act.
- 2.1.14 **Books** include registers, financial records, and other documents required under the Act.
- 2.1.15 **By-laws** means by-laws made by the Association under these Rules.

2.2 Interpretation

In this Constitution, except where the context otherwise requires:

- 2.2.1 The singular includes the plural and vice versa.
- 2.2.2 Language is gender neutral.
- 2.2.3 A reference to a clause is a reference to a clause of this Constitution.
- 2.2.4 A reference to a document or instrument includes the document or instrument as novated, altered, supplemented or replaced from time to time.

3 PURPOSE OF THE ASSOCIATION

The purpose of the Association shall be:

The Business Women's Collective (BWC) is a dynamic network of like-minded and ambitious business and professional women, dedicated to fostering connections, mutual support and community impact. BWC opens doors for women to attend a diverse array of events tailored to address the specific needs of its community and the broader local business landscape. Beyond networking opportunities, the BWC actively engages in philanthropy by partnering with and supporting initiatives led by its own members. BWC stands out as a powerful embodiment of women supporting women, not only in their professional pursuits but also in giving back to the community that fuels their collective success.

4 NOT FOR PROFIT CLAUSE

4.1 The property and income of the Association must be applied solely towards the promotion of the purposes of the Association, and no part may be paid or distributed, directly or indirectly, to any Member, except in good faith in the promotion of those purposes.

4.2 A payment may be made to a Member out of the funds of the Association if it is:

- 4.2.1 reasonable remuneration for any services provided to the Association, or for goods supplied in the ordinary course of business; or
- 4.2.2 interest on money borrowed from the Member at a rate not greater than the cash rate published by the Reserve Bank of Australia; or
- 4.2.3 reasonable rent for premises leased by the Member to the Association; or
- 4.2.4 the reimbursement of reasonable expenses incurred by the Member on behalf of the Association.

5 POWERS OF THE ASSOCIATION

The Association has the powers conferred by section 14 of the Act, including the power to:

- 5.1 Acquire, hold, deal with and dispose of any real or personal property.
- 5.2 Open and operate bank accounts.
- 5.3 Invest its money in any security in which trust money may be invested in any other manner as authorised by a General Meeting from time to time.
- 5.4 Borrow money up to an amount approved by a General Meeting from time to time, upon such terms and conditions as the Association thinks fit.
- 5.5 Give such security for the discharge of liabilities incurred by the Association as the Association thinks fit.
- 5.6 Appoint agents to transact any business of the Association on its behalf.
- 5.7 Enter into any other contract it considers necessary or desirable.
- 5.8 Make By-Laws and regulations, providing they are not contrary to this Constitution or the provisions of the Act.
- 5.9 Delegate powers to standing committees, sub-committees, task groups, working parties and so on, as decided by the Association from time to time.
- 5.10 To do all things necessary or convenient for carrying out the Purposes of the Association.

6 REGISTERED ADDRESS

The registered address of the Association shall be at such place as determined by the Management Committee from time to time.

PART 2 MEMBERSHIP

7 MEMBERSHIP CATEGORIES

- 7.1 Membership is open to women and individuals who identify as women
- 7.1.1 who support the purpose of advancing women in business and leadership, and
 - 7.1.2 who are aged 18 and over, or
 - 7.1.3 who belong to any organisation (including incorporated or unincorporated associations, not-for-profit organisations, corporations, or government agencies) that supports the Association's Purpose.
- 7.2 Categories of membership, membership benefits and fees may be determined from time to time by the Management Committee.
- 7.3 Representation:
- 7.3.1 Individual Members attend and vote in person.
 - 7.3.2 Organisation Members may nominate up to three (3) individuals to participate in Association activities and must appoint one (1) representative in writing to exercise their voting rights at General Meetings. The appointment remains valid until the organisation changes it.

8 APPLICATION FOR MEMBERSHIP

- 8.1 Membership application must be in writing and accompanied by payment of the appropriate fee.
- 8.2 Applications are subject to approval by the Management Committee. If refused, the applicant will be notified in writing.
- 8.3 An applicant who has been refused membership may appeal at the next Annual General Meeting of the Association.

9 VOTING RIGHTS

- 9.1 Each financial Member has one (1) vote at each General Meeting.
- 9.1.1 Individual members vote directly.
 - 9.1.2 Organisation Members vote through their appointed representative.
 - 9.1.3 Voting is by secret ballot unless deemed unnecessary by the Chair.
- 9.2 Proxy Voting:
- 9.2.1 Any Member (individual or organisation's representative) may appoint another Member as their proxy for a specific meeting.
 - 9.2.2 Proxy appointments must be made in writing and received by the Secretary at least 24 hours before the meeting.
 - 9.2.3 A Member may not be appointed as proxy for more than five (5) other members.
- 9.3 The Chair has a casting vote in the event of a tie.

10 MEMBERSHIP FEES

- 10.1 The Management Committee determines annual membership fees.
- 10.2 Membership fees are payable on the anniversary of joining unless otherwise decided by the Management Committee.
- 10.3 Membership rights are automatically suspended if fees are unpaid within 28 days of the due date.
- 10.4 The Management Committee may, at its discretion, waive all or part of the membership fee or agree to payment of the membership fee by instalments.
- 10.5 Members with unpaid fees cannot vote, be nominated for the Management Committee or hold office until payment is made.

11 REGISTER OF MEMBERS

- 11.1 The Secretary (or a delegated officer) must maintain a register of Members as required by the Act, including:
 - 11.1.1 The name, contact details, and category of each Member,
 - 11.1.2 The date membership commenced, and
 - 11.1.3 The date membership ceased.
- 11.2 The register must be kept securely and made available for inspection by Members in accordance with the Act and applicable privacy laws.

12. TERMINATION/RESIGNATION OF MEMBERSHIP

- 12.1 A Member may resign by giving written notice to the Secretary or Chair. Resignation takes effect upon receipt.
- 12.2 Membership automatically terminates if:
 - 12.2.1 The Member dies (individual) or the organisation is dissolved/wound up; or
 - 12.2.2 Subscriptions remain unpaid for 28 days after the due date.
- 12.3 The Management Committee may suspend or expel a Member if, in its reasonable opinion, the Member's conduct is detrimental to the Association.
- 12.4 Before suspension or expulsion, the Member must be given at least 30 days' written notice stating the grounds and the time and place of the meeting at which the decision will be considered. The Member may attend and present their case.
- 12.5 A Member may appeal a suspension or expulsion to the next General Meeting, where Members may affirm or overturn the decision.

PART 3 MEETINGS

13 MEETINGS

- 13.1 Annual General Meetings shall be held within six (6) months of the end of the financial year.
- 13.2 The business of the Annual General Meeting shall include the following:
 - 13.2.1 Adoption of the Association's Annual Report,
 - 13.2.2 Adoption of the financial report or audited financial statement, whichever is relevant, for the preceding financial year,
 - 13.2.3 Election of Members to the Management Committee as determined by this Constitution,

- 13.2.4 Appointment of the Auditor, where required,
- 13.2.5 Motions of which notice has been given, and
- 13.2.6 Any other business accepted by the Chair.
- 13.3 Management Committee Meetings shall be held at least six (6) times a year, no more than ten (10) weeks apart.
- 13.4 Special General Meetings shall be convened by the Chair within twenty-one (21) days of receiving a written request from not less than twenty (20) Members or 10% of the membership, whichever is the lesser, specifying the purpose for such a meeting.
- 13.5 Notice in writing of a Special General Meeting shall be sent to all Members within seven (7) days of receipt of a request for such a meeting.
- 13.6 A Special General Meeting may also be convened upon a resolution of a majority of the Management Committee.
- 13.7 Special Resolutions shall be notified and resolved in accordance with the requirements of the Act.

14 QUORUMS

- 14.1 The quorum for General Meetings shall be the lesser of twenty (20) Members or 10% of the membership present or by proxy.
- 14.2 The quorum for a Management Committee Meeting shall be four (4) voting Members.
- 14.3 The quorum to amend the constitution or dissolve the Association by special resolution shall be 20% of the membership or twenty (20) Members, present in person or by proxy, whichever is the lesser.
- 14.4 If a quorum is not present within thirty (30) minutes of the specified start time, the meeting shall be adjourned to a time, date and place stated.
- 14.5 If a quorum is not present within thirty (30) minutes of the commencement time specified for any reconvened meeting, members present or by proxy may proceed with the business of that General Meeting, notwithstanding Clause 14.1.

15 NOTICE OF MEETINGS

- 15.1 Fourteen (14) days' notice is required for Annual General Meetings.
- 15.2 Twenty-one (21) days' notice is required for Special Resolutions.
- 15.3 Seven (7) days' notice is required for Management Committee Meetings.
- 15.4 Notices of motions are expected to be circulated with the notice of the meeting.

16 ADJOURNMENT OF MEETINGS

- 16.1 General and Management Committee Meetings may be adjourned and rescheduled by the Chair, with the consent of the Members present, to enable completion of any unfinished business.
- 16.2 The re-scheduled meeting may not conduct any business other than that which remains unfinished from the meeting that was adjourned.
- 16.3 Notice of the adjournment is required if the meeting is to be adjourned for fourteen (14) days or more.

17 MINUTES OF MEETINGS

- 17.1 The Management Committee must ensure that minutes are taken and kept of each General meeting and Management Committee Meeting.
- 17.2 The minutes must record the following:

- 17.2.1 The names of the Management Committee members present at the meeting;
- 17.2.2 The name of any person attending the meeting;
- 17.2.3 The business was considered at the meeting; and
- 17.2.4 Any motion on which a vote is taken at the meeting, and the result of the vote.
- 17.3 The minutes of a Management Committee Meeting must be recorded within thirty (30) days after the meeting is held and stored on the Association's cloud drive or in a secure location.
- 17.4 The Secretary must ensure that the minutes of a Management Committee Meeting are reviewed and signed as correct by the Chair of the meeting.
- 17.5 When the minutes of a Management Committee Meeting have been signed as correct, they are, unless the contrary is proved, evidence that:
 - 17.5.1 The meeting to which the minutes relate was duly convened and held;
 - 17.5.2 The matters recorded as having taken place at the meeting took place as recorded; and
 - 17.5.3 Any appointment purportedly made at the meeting was validly made.

PART 4 MANAGEMENT COMMITTEE/BOARD

18 MANAGEMENT COMMITTEE

- 18.1 The Management Committee shall be responsible for managing the affairs of the Association.
- 18.2 The Management Committee shall consist of the Office Bearers plus at least one General Committee Member, and the maximum number shall be determined by the Management Committee.
- 18.3 General Committee Members
 - 18.3.1 General Committee Members shall be elected at the Annual General Meeting and shall serve a term of three (3) years.
 - 18.3.2 A General Committee Member may serve no more than two (2) consecutive terms (a total of six consecutive years) and is not eligible for re-election until they have been out of office for one (1) full year.
 - 18.3.3 To maintain continuity, the Management Committee may implement staggered terms so that approximately one-third of positions become vacant each year. If no positions are vacant at an Annual General Meeting, no election is required.
- 18.4 Office Bearers
 - 18.4.1 Office Bearers shall comprise the Chair, Deputy Chair, Secretary and Treasurer.
 - 18.4.2 Office Bearers shall be elected from among the Management Committee Members at the first Management Committee Meeting following the Annual General Meeting, which shall be held within four (4) weeks of the Annual General Meeting.
 - 18.4.3 Office Bearers shall serve a term of two (2) years and may serve no more than two (2) consecutive terms (a total of four consecutive years) in the same position.
 - 18.4.4 The Management Committee may, by resolution, adjust the initial term of one or more Office Bearers to create staggered elections and ensure continuity of governance.
 - 18.4.5 An Office Bearer who has completed their maximum consecutive term in one role may, subject to eligibility, nominate for a different Office Bearer position or as a General Committee Member.
- 18.5 Nomination by Members for election to the Management Committee shall be made in writing in the form prescribed by the Management Committee from time to time and signed by one (1) voting

- Member other than the Member being nominated, and with the signed consent of the Member nominated.
- 18.6 Nominations for election to the Management Committee must be made in writing and sent to the Secretary at least twenty-eight (28) days before the Annual General Meeting.
- 18.7 The Management Committee has the power to co-opt eligible Members to fill casual vacancies until the next Annual General Meeting.
- 18.8 All Management Committee Members are required to endorse and sign the Association's Code of Conduct.
- 18.9 Each Management Committee Member is entitled to one (1) vote at all meetings of the Management Committee. All resolutions at meetings of the Management Committee will be passed by a simple majority, except for resolutions calling for the suspension or expulsion of Members, which will require a two-thirds majority. If there is no majority, the person presiding at the Management Committee Meeting will have a casting vote in addition to their deliberative vote.
- 18.10 Membership of the Management Committee shall cease if a Management Committee Member fails to attend three (3) consecutive Management Committee Meetings without the consent of the Management Committee.
- 18.11 A Management Committee Member who delivers notice in writing of resignation from the Management Committee to the Chair or Secretary ceases upon that delivery to be a Management Committee Member.
- 18.12 The Chair shall chair meetings of the Management Committee, unless unable to act, in which case the Deputy Chair shall chair the Management Committee Meeting. Failing this, the Management Committee Members shall elect an acting Chair from among their number.
- 18.13 The Chair or at least half the Management Committee Members of the Management Committee may, at any time, convene a meeting of the Management Committee.
- 18.14 To be eligible for election or appointment to the Management Committee of the Association, a Member must be an Individual Member or a nominated representative of an Organisation or NFP Membership.

19 GOVERNANCE

- 19.1 Should one or more Office Bearers resign or vacate office for some other reason, the Management Committee shall at the earliest opportunity elect a replacement.
- 19.2 Duties of the Office Bearers shall be prescribed in duty statements approved from time to time by the Management Committee.
- 19.3 In the event an Office Bearer delivers notice in writing of resignation from office to the Chair, the duties of that Office Bearer shall fall to the Chair until a replacement for that Office Bearer is elected.
- 19.4 Where a conflict of interest concerning a Management Committee Member arises or may arise, or where a Management Committee Member may have a material personal interest in the outcome of a decision to be taken by the Management Committee, that interest shall be disclosed to the Chair immediately and at the discretion of the Chair that Management Committee Member shall withdraw from the meeting until the subject under discussion has been dealt with. The Chair must cause every disclosure made under this rule by a Management Committee Member to be recorded in the minutes of the Management Committee Meeting at which it is made.

- 19.5 Where a situation arises between Management Committee Meetings, which requires immediate action, the Office Bearers may act as an Executive Committee in the interest of the Association. Such action must be reported at the next Management Committee Meeting for ratification.

PART 5 FINANCIAL

20 FINANCIAL YEAR

- 20.1 The financial year of the Association shall be from the first (1st) day of July to the thirtieth (30th) day of June in the following year.

21 FINANCE

- 21.1 The Treasurer shall cause accounts to be kept of all monies received and expended by the Association and of the matters in respect of which such receipt and expenditure take place.
- 21.2 All accounts shall be audited and certified annually by the Auditor, where required.
- 21.3 Funds of the Association shall be kept in the name of the Association at a bank or other approved financial institution as approved by the Management Committee.
- 21.4 Financial transactions shall be conducted by two (2) Office Bearers, as determined by the Management Committee.

22 CUSTODY OF BOOKS AND SECURITIES

- 22.1 Subject to subrule (2), the books and any securities of the Association must be kept in the Secretary's custody or under the Secretary's control.
- 22.2 The Secretary must maintain a record of all Management Committee Members and persons authorised to act on behalf of the Association, as required by section 58(2) of the Act.
- 22.3 The financial records and, as applicable, the financial statements or financial reports of the Association must be kept in the Treasurer's custody or under the Treasurer's control.
- 22.4 Subrules (1) and (2) have effect except as otherwise decided by the Management Committee.
- 22.5 The books of the Association must be retained for at least seven (7) years.

PART 6 DISCIPLINARY ACTION AND DISPUTE RESOLUTION

Division 1 – Disciplinary Action

23 SUSPENSION OR EXPULSION OF MEMBERS

- 23.1 The Management Committee may decide to suspend a Member's membership or expel a Member from the Association if the Member contravenes any of these Rules or acts in a manner detrimental to the interests of the Association.
- 23.2 The Secretary must give the Member written notice of the proposed suspension or expulsion at least twenty-eight (28) days before the Management Committee Meeting at which the proposal is to be considered.
- 23.3 The notice must state the grounds for the proposed action and inform the Member that they may attend the meeting and will be given a reasonable opportunity to make written or oral submissions.

- 23.4 At the meeting, the Management Committee must give the Member a reasonable opportunity to be heard, give due consideration to any submissions, and decide whether to suspend or expel the Member.
- 23.5 A decision to suspend or expel takes immediate effect. The Management Committee must give the Member written notice of the decision and the reasons for it within seven (7) days.
- 23.6 A Member whose membership is suspended or who is expelled may, within fourteen (14) days of receiving notice, request the appointment of a mediator under Division 3 of this Part.
- 23.7 During a period of suspension, the Member loses all rights (including voting rights) arising from membership and is not entitled to a refund of membership fees.

Division 2 – Dispute Resolution (Grievance Procedure)

24 RESOLVING DISPUTES

- 24.1 The procedure set out in this Division applies to disputes between:
 - 24.1.1 Members; or
 - 24.1.2 between one or more Members and the Association.
- 24.2 The parties to a dispute must attempt to resolve the conflict between themselves within fourteen (14) days after the dispute has come to the attention of each party.
- 24.3 If the dispute remains unresolved within the time required under Clause 23.2, any party may start the grievance procedure by giving written notice to the Secretary, outlining the parties to and matters of the dispute.
- 24.4 Within twenty-eight (28) days of receiving the notice, a Management Committee Meeting must be convened to consider and determine the dispute. Each party must be given at least seven (7) days' notice of this meeting and of their right to attend and make submissions.
- 24.5 At the meeting, the Management Committee must give each party a reasonable opportunity to be heard, give due consideration to submissions, and determine the dispute.
- 24.6 The Management Committee must give each party to the dispute written notice of its determination within seven (7) days after the Management Committee Meeting at which the determination is made.
- 24.7 A party to the dispute may, within fourteen (14) days of receiving the Management Committee's determination, request the appointment of a mediator under Division 3 of this Part.

Division 3 - Mediation

25 MEDIATION

- 25.1 This Division applies if a mediator has been requested under Clause 23.6 or 24.7.
- 25.2 The mediator must be a person chosen by agreement between the parties to the dispute. If no agreement is reached, the Management Committee must appoint a mediator who has no personal interest in the matter.
- 25.3 The parties to the mediation must attempt in good faith to settle the matter.
- 25.4 In conducting the mediation, the mediator must give each party every opportunity to be heard and ensure that natural justice is provided throughout the mediation process.
- 25.5 The mediation must be confidential, and any information given at the mediation cannot be used

in other proceedings.

- 25.6 The costs of the mediation are to be paid by the party or parties that requested the appointment of the mediator.

PART 7 MISCELLANEOUS

26 AMENDMENTS TO THE CONSTITUTION

26.1 The Rules of the Association

These Rules may be amended by special resolution in accordance with section 51 of the Act.

26.2 Proposed amendments shall be circulated in writing with the notice of the meeting.

26.3 A copy of every alteration, variation, rescission or addition to this Constitution will be lodged with Associations Online within one (1) month of the special resolution, as required in the Act.

26.4 Such a copy shall also be given to the Australian Taxation Office, should the Association have charitable institution status.

27 DISSOLUTION OF THE ASSOCIATION

27.1 The Association may be dissolved by Special Resolution of twenty (20) Members or 20% of the membership of the Association, whichever is the lesser, who are entitled to vote under the rules of the Association, and who vote in person or by proxy at any General Meeting of the Association.

27.2 The Association may also be dissolved under Part 9 Division 2 of the Act.

27.3 If, on the winding up of the Association, any property of the Association remains after satisfaction of the debts and liabilities of the Association and the costs, charges and expenses of that winding up (surplus assets), that property shall, subject to section 24 of the Act and sub-clause 26.5, be distributed:

27.3.1 to another NFP or NFPs having purposes similar to those of the Association; and

27.3.2 which also prohibits the distribution of any surplus assets to its members at least to the same extent as the Association.

27.4 The decision as to the NFP or NFPs to be given the surplus assets must be made by a special resolution of Members at or before the time of winding up. If the Members do not make this decision, the Association may apply to the Supreme Court of WA to make this decision.

27.5 If the Association is endorsed as a deductible gift recipient in accordance with Division 30 of the Income Tax Assessment Act 1997 (Cth) (ITAA97) and the Association is wound up or its endorsement as a deductible gift recipient is revoked, any surplus:

27.5.1 Gifts of money or property received by the Association for the Association;

27.5.2 Contributions which are deductible under items 7 and 8 of the table in subsection 30-15(2) of the ITAA97 (Deductible Contributions) made in relation to a fundraising event held for the Association; and

27.5.3 Money received by the Association because of such gifts or Deductible Contributions, including, without limitation, any money received because of investment of those gifts or Deductible Contributions, must be transferred to another fund, authority or institution, gifts to which can be deducted under Division 30 of the ITAA97



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