PERFORMING ARTS (GOONDIWINDI) INC.

CONSTITUTION

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RULES OF ASSOCIATION

1. NAME AND PURPOSE

(a) The name of the incorporated association shall be Performing Arts (Goondiwindi) Inc. (in these Rules called "the Association").

(b) Type of Association: The Association is a not-for-profit incorporated association established to pursue charitable purposes.

(c) Charitable Purposes: The Association's purpose is to promote and support the performing arts in the Goondiwindi region for the benefit of the community.

(d) Compliance with Laws: The Association must comply with all applicable laws, including the Associations Incorporation Act 1981 (QLD), the Australian Charities and Not-for-profits Commission Act 2012 (Cth), and any other relevant legislation.

2. OBJECTS

(a) To promote, foster, and practise the arts of choral music, orchestral music, drama, musical theatre, and related disciplines (collectively referred to as "the respective Arts").

(b) To promote public awareness, understanding, and appreciation of the respective Arts.

(c) To provide opportunities for individuals of all ages to participate in the practice and presentation of the respective Arts.

(d) To facilitate community access to performances and presentations of the respective Arts.

(e) To support education, tuition, and training in the respective Arts, and to provide a forum for open discussion on matters related to the Association's objectives.

(f) To co-operate, co-ordinate, and affiliate with groups, organisations, agencies, and individuals whose interests align with the Association's objectives.

(g) To provide or secure venues, facilities, and resources for activities related to the Association's objectives, including collaboration with other cultural organisations where appropriate.

(h) To pursue excellence in all activities and objectives of the Association.

(i) To undertake any actions that are expedient, incidental, or conducive to achieving the above object

3. POWERS

(a) Subject to the *Associations Incorporation Act 1981*, the Association has all the powers of an individual and a body corporate to carry out its purposes.

(b) To subscribe to, become a member of, and co-operate with any other association, club, or organisation, incorporated or not, whose purposes are wholly or partly aligned with those

of the Association, provided that such organisation operates on a not-for-profit basis and prohibits the distribution of income and property to its members.

(c) In furtherance of the Association's objects, to buy, sell, and deal in all kinds of articles, commodities, and provisions, both liquid and solid, for members or persons frequenting the Association's premises.

(d) To purchase, lease, exchange, hire, or otherwise acquire any land, buildings, easements, or property (real or personal), and any rights or privileges necessary or convenient for the Association's purposes. Where property is subject to trust, the Association shall only deal with it as permitted by law.

(e) To enter into arrangements with any government or authority that are incidental or conducive to achieving the Association's objects and exercising its powers; to obtain any rights, privileges, or concessions deemed desirable; and to comply with such arrangements.

(f) To appoint, employ, remove, or suspend managers, clerks, secretaries, staff, contractors, or other persons as necessary or convenient for the Association's operations.

(g) To remunerate any person or body corporate for services rendered, including brokerage or assistance in placing or guaranteeing securities, or in promoting the Association or furthering its objects.

(h) To construct, improve, maintain, develop, manage, alter, or control any buildings, grounds, or facilities that may advance the Association's interests, and to contribute to or assist in such works.

(i) To invest and deal with funds not immediately required, in any manner deemed appropriate by the Management Committee.

(j) To acquire and hold shares, debentures, or other securities in any company or body corporate.

(k) In furtherance of the Association's objects, to lend or advance money, give credit, or provide guarantees or indemnities for the payment of money or performance of obligations by any person or body corporate.

(l) To borrow or raise money, alone or jointly with others, and to secure such borrowings by issuing notes, debentures, or other securities, or by mortgage, charge, lien, or other security over any part of the Association's property or assets.

(m) To draw, make, accept, endorse, discount, execute, and issue promissory notes, bills of exchange, leases, and other instruments; and to dispose of or otherwise deal with the Association's property and rights.

(n) In furtherance of the Association's objects, to sell, improve, manage, develop, exchange, lease, or otherwise deal with any part of the Association's property and rights.

(o) To take or hold mortgages, liens, or charges to secure payment of the purchase price or any unpaid balance of property sold by the Association, or any money owed to the Association.

(p) To accept gifts of property, whether or not subject to special trust conditions, provided such gifts align with the Association's purposes and can be lawfully managed.

(q) To raise funds through appeals, public meetings, donations, subscriptions, or other means as deemed appropriate.

(r) To print and publish newspapers, periodicals, books, or leaflets that promote the Association's objects.

(s) To amalgamate with one or more incorporated associations with similar purposes, provided that any such association:

- **i)** Is not-for-profit; and
- **ii)** Prohibits the distribution of income and assets to its members.

(t) In furtherance of the Association's objects, to acquire the property, assets, liabilities, and engagements of any incorporated association with which it is authorised to amalgamate.

(u) To transfer any part of the Association's property, assets, liabilities, and engagements to any incorporated association with which it is authorised to amalgamate.

(v) To make donations for charitable or community purposes.

(w) To do all other things incidental or conducive to the attainment of the Association's objects and the exercise of its powers.

4. MEMBERSHIP CLASSES, APPLICATIONS, AND FEES

(a) The Association shall have two classes of membership: Ordinary Members and Life Members. The number of members in each class is unlimited.

(b) Membership is open to any person approved by the Management Committee upon payment of the applicable membership fee.

(c) Applications for membership must be submitted in writing or electronically, in the form prescribed by the Management Committee, and accompanied by the membership fee. Endorsements are not required for ordinary membership.

(d) Life membership may be granted:

- **i)** Upon payment of a fee determined by the Management Committee, allowing the member to retain all privileges without further annual fees; or
- **ii)** By appointment of the Association in recognition of meritorious service. In both cases, the application or nomination must be endorsed by two current members.

(e) Membership fees shall be determined by members at a general meeting and shall apply equally to all classes unless otherwise resolved.

(f) Fees are payable at the time and in the manner determined by the Management Committee.

(g) Each member must contribute an amount not more than $10 to the property of the Association if it is wound up while the member is a member, or within 12 months after they stop being a member, and their contribution is required to pay for the debts and liabilities of the Association incurred before the member stopped being a member, or costs of winding up.

(h) The Association shall maintain adequate insurance coverage, including public liability insurance, to protect its members, volunteers, and assets.

(i) A formal process for resolving disputes between members, or between members and the committee, shall be maintained in accordance with the Association's policies.

(j) All volunteers engaged by the Association must adhere to the Association's Volunteer Code of Conduct Policy. This policy outlines the expected standards of behaviour, responsibilities, and ethical conduct for volunteers acting on behalf of the Association.
The Management Committee shall ensure that all volunteers are provided with access to the policy and are made aware of its contents prior to commencing their duties.
Breaches of the Volunteer Code of Conduct may result in disciplinary action, including termination of volunteer engagement, in accordance with the Association's grievance and disciplinary procedures.

5. ADMISSION PROCESS

(a) Applications for membership must be submitted in writing or electronically, signed by the applicant, and in the form prescribed by the Management Committee. The application must be accompanied by the applicable membership fee.

(b) The Management Committee shall consider each membership application at its next scheduled meeting and decide by majority vote whether to approve or reject it.

(c) The Secretary shall notify the applicant of the outcome in writing or electronically as soon as practicable.

6. TERMINATION OF MEMBERSHIP

(a) A member may resign at any time by giving written notice to the Secretary. Resignation takes effect upon receipt unless a later date is specified.

(b) The Management Committee may consider terminating a member's membership if the member:

i) Is convicted of an indictable offence;

ii) Breaches the Association's rules;

iii) Has fees in arrears for two months or more; or

iv) Acts in a way that harms the Association's reputation or interests.

(c) Before termination, the member must be given a fair opportunity to present their case. If termination is approved, the Secretary must notify the member in writing.

7. APPEALS

(a) A person whose membership application is rejected or whose membership is terminated may appeal by submitting written notice to the Secretary within one month of receiving the decision.

(b) The Secretary must convene a general meeting within three months to hear the appeal. Both the appellant and the Management Committee must be given the opportunity to present their case. The outcome is decided by a vote of members present.

(c) If the appeal is not lodged within the timeframe or is unsuccessful, any membership fee paid must be refunded.

8. REGISTER OF MEMBERS

(a) The Management Committee must maintain a Register of Members, recording names, residential addresses, and dates of admission.

(b) The Register must also include details of resignations, terminations, reinstatements, and other relevant changes as determined by the Committee or general meeting.

(c) The Register must be available for inspection by any member upon written request to the Secretary, at reasonable times.

(d) The Association shall maintain a formal grievance and dispute resolution procedure to address conflicts that may arise between members, or between members and the Management Committee. This procedure shall be documented in the Association's Grievance and Dispute Resolution Policy, which must be approved by the Management Committee and made available to all members and volunteers.

The procedure must:

i) Be based on principles of natural justice, confidentiality, and fairness;
ii) Outline steps for informal resolution, formal complaints, and mediation;
iii) Specify timeframes for lodging and responding to grievances;
iv) Identify the roles of the Secretary, President, and any independent mediators in the process;
v) Allow for escalation to an external body if internal resolution fails.

All members and volunteers are expected to follow the procedure outlined in the policy. The Management Committee must ensure that grievances are handled promptly, respectfully, and in accordance with the documented process.

9. MEMBERSHIP OF MANAGEMENT COMMITTEE

(a) The Management Committee of the Association shall consist of a President, one Vice-President, Secretary, and Treasurer, all of whom shall be members of the Association, and such number of other members as the members of the Association at any general meeting may from time to time elect or appoint, provided that the total number of persons appointed to the Management Committee shall be an even number.

(b) At the Annual General Meeting of the Association, all members of the Management Committee shall retire from office but shall be eligible for re-election upon nomination.

(c) The election of officers and other members of the Management Committee shall take place in the following manner:

- **i)** Any two members may nominate another member for a committee position.
- **ii)** Nominations must be submitted in writing to the Secretary at least 14 days before the Annual General Meeting (AGM), signed by the nominee, proposer, and seconder.
- **iii)** A list of nominees shall be displayed at the Association's meeting place for at least 7 days prior to the AGM.
- **iv)** If required, a ballot shall be held at the AGM. Members may vote for as many candidates as there are vacancies.
- **v)** If there are insufficient nominations prior to the meeting, additional nominations may be accepted from the floor during the AGM.

(d) Any member of the Management Committee may resign at any time by giving written notice to the Secretary. The resignation shall take effect upon receipt unless a later date is specified. A member may also be removed from office at a general meeting of the Association, where they shall be given the opportunity to present their case. The question of removal shall be determined by a vote of the members present at that meeting.

(e) A person is not eligible to be elected or appointed to the Management Committee if they are an undischarged bankrupt or have been convicted of a disqualifying offence within the past five years.

(f) Newly elected committee members shall be provided with an induction outlining their duties, responsibilities, and the Association's governance framework.

(g) Committee members must exercise their powers and discharge their duties with care and diligence, act in good faith in the best interests of the Association, not misuse their position or information, disclose conflicts of interest, manage financial affairs responsibly, and not allow the Association to operate while insolvent.

(h) Term Limits for Management Committee Members:

- **i)** Each member of the Management Committee shall serve a term of one (1) year from the date of their election or appointment.
- **ii)** A member may be re-elected or re-appointed for up to five (5) consecutive one-year terms. After serving five consecutive terms, a member may only be re-elected for up to an additional five (5) consecutive one-year terms if approved by a special resolution of the members at the AGM.
- **iii)** This clause is intended to promote renewal and diversity within the Management Committee while allowing flexibility for the continued service of experienced members.

10. VACANCIES ON MEMBERSHIP COMMITTEE

(a) The Management Committee shall have the power at any time to appoint any member of the Association to fill any casual vacancy on the Management Committee until the next Annual General Meeting.

(b) The continuing members of the Management Committee may act notwithstanding any casual vacancy. However, if their number is reduced below the number fixed by the Committee, the continuing member(s) may act only for the purpose of increasing the number of members or summoning a general meeting of the Association.

11. FUNCTIONS OF THE MANAGEMENT COMMITTEE

(a) Except as otherwise provided by these Rules and subject to resolutions of the members of the Association carried at any general meeting, the Management Committee:

- **i)** Shall have general control and management of the administration of the affairs, property, and funds of the Association; and
- **ii)** Shall have authority to interpret the meaning of these Rules and any matter relating to the Association on which these Rules are silent.

(b) The Management Committee may exercise all powers of the Association, including:

- **i)** Borrowing, raising, or securing the payment of money in such manner as the members may think fit, including issuing debentures charged upon any part of the Association's property; and
- **ii)** Investing funds as determined by the members of the Association.

(c) The President, Vice President, Secretary, and Treasurer (collectively referred to as the Executive Officers) may, by unanimous agreement, make decisions on behalf of the Association between meetings of the Management Committee, provided such decisions are reported to and ratified by the Committee at its next meeting. These circular resolutions may be passed digitally with unanimous consent from the Executive Officers.

(d) The Treasurer shall also serve as the Public Officer of the Association. In this capacity, the Treasurer is responsible for lodging documents with the Office of Fair Trading and

ensuring compliance with statutory obligations under the Associations Incorporation Act 1981 (QLD).

(e) Indemnity of Committee Members: To the extent permitted by law, the Association indemnifies each member of the Management Committee against any liability incurred in good faith in their role as a committee member.

12. MANAGEMENT COMMITTEE MEETINGS

(a) The Management Committee must meet at least once every two calendar months to carry out its functions.

(b) A special meeting may be convened by the Secretary upon written request from at least one-third of Committee members. The request must clearly state the reason for the meeting and the business to be discussed.

(c) A quorum for Management Committee meetings is a simple majority of the total number of members elected or appointed at the last general meeting.

(d) The Committee may regulate its own proceedings. Decisions are made by majority vote. In the event of a tie, the motion is deemed lost.

(e) All Committee members must disclose any conflicts of interest and abstain from voting on matters where a conflict exists.

(f) The President shall chair each meeting. If the President is absent or unwilling to act within ten minutes of the scheduled start, the Vice President shall chair. If both are unavailable, members present may elect a chairperson from among themselves.

(g) Meetings may be held using technology that allows real-time participation. Members attending via such technology are considered present.

(h) If a quorum is not present within 30 minutes of the scheduled start time:

- **i)** For meetings convened by requisition, the meeting lapses.
- **ii)** For other meetings, it is adjourned to the same time and place the following week, or another time and place as determined by the Committee. If a quorum is still not present at the adjourned meeting, it lapses.

(i) Any decisions made at a meeting of the Management Committee or sub-committee, or by a person acting as a Committee member, remain valid even if it is later discovered that there was a defect in their appointment or qualification.

(j) A resolution signed in writing by all Committee members entitled to receive notice of a meeting is valid as if passed at a duly convened meeting. Such resolutions may be signed in counterparts.

13. SUB-COMMITTEES

(a) The Management Committee may delegate any of its powers to a sub-committee consisting of members of the Association as it sees fit. Any sub-committee formed must operate in accordance with any regulations imposed by the Management Committee.

(b) A sub-committee may elect a Chairperson for its meetings. If no Chairperson is elected, or if the Chairperson is not present within ten minutes of the scheduled start time, the members present may elect one of their number to chair the meeting.

(c) A sub-committee may meet and adjourn as it sees fit. Decisions shall be made by a majority vote of members present. In the event of a tie, the motion shall be deemed lost.

(d) Sub-committees must report their activities, findings, and recommendations to the Management Committee at each scheduled meeting or as otherwise directed. Reports may be submitted electronically or presented verbally and must include sufficient detail to support informed decision-making.

(e) Sub-committees may make recommendations but shall not make binding decisions on behalf of the Association unless explicitly authorised by the Management Committee. Such authorisation must specify the scope and duration of the delegated decision-making authority.

14. ANNUAL GENERAL OR GENERAL MEETINGS

(a) The Annual General Meeting (AGM) must be held within three months of the close of the financial year.

(b) Business to be transacted at the AGM includes:

- **i)** Receiving the Management Committee's report and the financial statement of income, expenditure, assets, liabilities, and any mortgages, charges, or securities affecting Association property;
- **ii)** Receiving the auditor's report;
- **iii)** Electing members of the Management Committee;
- **iv)** Appointing an auditor.

(c) The Secretary must convene a Special General Meeting:

- **i)** When directed by the Management Committee;
- **ii)** Upon written request from at least one-third of current Committee members or a number of ordinary members equal to twice the number of Committee members plus one. The request must clearly state the reason and business to be discussed;
- **iii)** Upon receiving notice of appeal against rejection or termination of membership.

(d) A quorum for a general meeting is the number of members elected or appointed to the Management Committee at the last general meeting plus one. As of the latest amendment, this number is five (5).

(e) No business may be transacted unless a quorum is present when the meeting begins. “Member” includes proxies and corporate representatives.

(f) If a quorum is not present within 30 minutes of the scheduled start:

- **i)** meetings convened by requisition, the meeting lapses;
- **ii)** For other meetings, it is adjourned to the same time and place the following week, or another time and place as determined by the Committee. If a quorum is still not present, the members present shall constitute a quorum.

(g) The Chairperson may adjourn a meeting with the consent of members present. Only unfinished business may be transacted at the adjourned meeting. If adjourned for 30 days or more, notice must be given as for an original meeting.

(h) Notices for meetings must specify the date, time, venue (or technology platform), and nature of business. Notice periods are:

- **i)** At least 14 days for AGMs;
- **ii)** At least 14 days for meetings with special resolutions;
- **iii)** At least 7 days for regular general meetings.

(i) Meetings may be held using technology that enables real-time participation. Members attending via such technology are considered present in person.

(j) Electronic voting may be used for resolutions, provided it is secure, accessible, and approved by the Management Committee.

(k) Notices may be given electronically, as determined by the Management Committee. Appeals against membership decisions must be notified in writing.

(l) At every general meeting:

- **i)** The President shall preside as Chairperson. If unavailable or unwilling, the Vice-President shall preside. If both are unavailable, members present shall elect a Chairperson;
- **ii)** The Chairperson shall maintain order and conduct the meeting appropriately;
- **iii)** Resolutions shall be decided by majority vote. In the case of a tie, the Chairperson has a casting vote;
- **iv)** Members may vote in person, by proxy, or by attorney. No member may vote if their subscription is more than one month in arrears;

v) Voting is by show of hands unless one-fifth of members present request a secret ballot. The Chairperson shall appoint two members to conduct the ballot;

vi) Proxy appointments must be in writing (including electronically), signed by the appointor or authorised representative. Proxies need not be members;

vii) Proxy forms must clearly indicate voting intention and be submitted at least 48 hours before the meeting.

(m) Proxy Form Template

ASSOCIATION:
I, [Name] of [Address], being a member of the abovenamed Association, hereby appoint [Name] of [Address], or failing them, [Alternate Name] of [Alternate Address], as my proxy to vote for me on my behalf at the (Annual) General Meeting of the Association to be held on [Date] and at any adjournment thereof.

Signed on the [Day] of [Month], [Year]
Signature: _____

This form is to be used:
☐ in favour of
☐ against
the resolution.

(Strike out whichever is not desired. Unless otherwise instructed, the proxy may vote as they think fit.)

(n) Proxy forms must be submitted at least 48 hours before the meeting and may be submitted electronically.

(o) The instrument appointing a proxy must be lodged with the Secretary prior to the commencement of the meeting or adjourned meeting at which the proxy intends to vote.

(p) Meeting Records and Attendance: The Secretary must keep accurate minutes of all Management Committee and general meetings. These minutes must be available for inspection by any financial member upon written request. To confirm their accuracy:

i) Minutes of Management Committee meetings must be signed by the Chairperson of that meeting or the next;
ii) Minutes of general meetings must be signed by the Chairperson of that meeting or the next general meeting;
iii) Minutes of Annual General Meetings must be signed by the Chairperson of that meeting or the Chairperson of the following AGM.

(q) The Association may hold general meetings at two or more venues using technology that enables members to hear and be heard. Members participating via such technology are considered present in person.

15. BY-LAWS

(a) The Management Committee may from time to time make, amend or repeal by-laws, not inconsistent with these Rules, for the internal management of thy Association and any by-laws may be set aside by a general meeting of members.

16. ALTERATION OF RULES

(a) Subject to the provisions of the Associations Incorporation Act 1981, these rules may be amended, rescinded or added to from time to time by a special resolution carried at any general meeting.

(b) However an amendment, rescission or addition is valid only if it is registered and lodged with the Office of Fair Trading within 3 months by the Public Officer (Treasurer).

(c) Amendment Safeguards: Amendments must not jeopardise the Association's charitable status under ACNC regulations if registered for charitable status.

17. FUNDS AND ACCOUNTS

(a) The funds of the Association must be banked in the name of the Association at a financial institution approved by the Management Committee.

(b) Proper books and accounts must be maintained in written, printed, or electronic form in English, accurately reflecting the financial affairs of the Association.

(c) All money received must be banked as soon as practicable.

(d) *Electronic Banking and Payment Authorisation:*
All financial transactions should be conducted via electronic banking where possible. Cheques may only be issued or accepted with specific authorisation from the Management Committee. All payments must be authorised by two approved signatories, either through dual electronic authorisation or other secure methods approved by the Committee.

(e) The Management Committee shall determine the amount of petty cash to be maintained under the imprest system.

(f) All expenditure must be approved or ratified at a Management Committee meeting.

(g) As soon as practicable after the end of each financial year, the Treasurer must prepare a financial statement including:

- **i)** Income and expenditure for the financial year just ended; and
- **ii)** Assets, liabilities, and any mortgages, charges, or securities affecting the Association's property at year-end.

(h) The financial statements must be audited, and the auditor's report presented to the Secretary prior to the Annual General Meeting.

(i) The income and property of the Association must be used solely to promote its objects and exercise its powers. No portion shall be distributed to members by way of profit. However, this does not prevent:

- **i)** Payment of interest on loans made by members;
- **ii)** Reasonable remuneration for services rendered;
- **iii)** Reimbursement of out-of-pocket expenses;
- **iv)** Payment for goods or rent supplied to the Association on fair terms.

(j) The assets and income of the Association must be applied solely in furtherance of its objects. No portion may be distributed to members except as bona fide compensation for services rendered or expenses incurred.

(k) The Treasurer must ensure that annual financial statements and the Association's annual return are submitted to the Office of Fair Trading within the required timeframe.

(l) Deductible Gift Recipient (DGR) Status

If the Association is endorsed as a Deductible Gift Recipient (DGR) under Subdivision 30-BA of the Income Tax Assessment Act 1997 (Cth), the following provisions apply:

- **i)** Gifts of money or property for the principal purpose of the Association must be used for that purpose.
- **ii)** The Association must maintain a gift fund:
    1. to which gifts of money or property for that purpose are to be made,
    2. to which any money received by the Association because of such gifts is to be credited, and
    3. that does not receive any other money or property.
- **iii)** The Association must use the gift fund only for its principal purpose.
- **iv)** The Association must maintain proper records of the gift fund and comply with any relevant requirements of the Australian Taxation Office.
- **v)** In the event the Association's DGR endorsement is revoked or the gift fund is wound up, any surplus assets of the gift fund must be transferred to another fund, authority or institution that is endorsed as a DGR.

18. CUSTODY AND ACCESS TO DOCUMENTS

(a) The Management Committee shall ensure the safe custody of all books, documents, instruments of title, and securities belonging to the Association.

(b) Records may be stored electronically, including minutes, financial documents, and member registers, using secure cloud-based systems. Members may request access to these records in writing, subject to privacy and confidentiality requirements.

(c) The Association may use electronic communication tools, such as email and messaging platforms, for distributing documents, sharing decisions, conducting electronic votes, and providing access to records.

(d) Execution of documents (no common seal)

The Association does not have a common seal. A document is validly executed by the Association if it is:

(i) signed by **two members of the Management Committee**; or

(ii) signed by **one member of the Management Committee and the Secretary**; or

(iii) executed in any other manner authorised by a **resolution of the Management Committee**, including by **electronic means** where permitted by law.

19. FINANCIAL YEAR

The financial year of the Association shall close on the 31st day of December in each year.

Note: The Association must apply to the ACNC for a substituted accounting period if retaining 31 December as the financial year end. ACNC default financial year ends 30 June. Substitution requires approval.

20. DISSOLUTION CLAUSE

(a) In the event of the winding up or dissolution of the Association, any remaining assets, after the satisfaction of all debts and liabilities, must not be distributed to members. Instead, such surplus assets shall be transferred to another organisation:

- **i)** with similar charitable purposes,
- **ii)** that is not carried on for the profit or gain of its individual members, and
- **iii)** whose governing documents prohibit the distribution of income and assets to members to an extent at least as great as is imposed on this Association.

21. DEFINITIONS

Association: Refers to Performing Arts (Goondiwindi) Inc., the incorporated not-for-profit entity governed by this constitution.

Member: An individual admitted to membership of the Association in accordance with the rules set out in this constitution.

Life Member: A member granted lifetime membership either through payment of a prescribed fee or by appointment for meritorious service, as endorsed by two current members.

Management Committee: The governing body of the Association, comprising elected members responsible for managing its affairs.

General Meeting: A meeting of the members of the Association, including Annual General Meetings (AGMs) and Special General Meetings.

Special Resolution: A resolution passed by at least 75% of the votes cast by members entitled to vote at a general meeting.

Quorum: The minimum number of members required to be present at a meeting to validate its proceedings.

DGR (Deductible Gift Recipient): An entity endorsed by the Australian Taxation Office to receive tax-deductible donations under Subdivision 30-BA of the Income Tax Assessment Act 1997.

Charitable Purpose: The principal objective of the Association—to promote and support the performing arts in the Goondiwindi region for the benefit of the community.

Executive Officers: The President, Secretary, and Treasurer of the Association, who may act jointly on behalf of the Management Committee between meetings.

Electronic Communication: Includes email, messaging apps, and other digital platforms approved by the Management Committee for notices, meetings, and document sharing.