



**NORTHERN SUBURBS  
HOUSING CO-OPERATIVE INC**

**RULES**

**JANUARY 2007**

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## **INTERPRETATION**

"Act" means the SA Co-operative & Community Housing Act 1991, (as amended from time to time).

"Program Manager" means the South Australian Community Housing Authority (and includes an authorised delegate of that Authority).

"Regulations" means the regulations made under the Act.

"Tenancy Agreement", "Special Resolution" and "Unanimous Resolution" have the meanings defined under the Act.

Where a term used in these rules has been defined for the purposes of the Act, the term will have the same meaning in these rules as it has under the Act.

Footnote: Refer to the Act, Sections 3 - 5 for other interpretations.

## **SECTION A: NAME, ESTABLISHMENT AND POWERS**

### **1 NAME**

- (a) The name of the Co-operative will be NORTHERN SUBURBS HOUSING CO-OPERATIVE INCORPORATED, hereinafter referred to as "THE CO-OPERATIVE".

### **2 COMPLIANCE WITH THE ACT**

- (a) The Co-operative will in all respects comply with the Act and Regulations, and lawful directions of the program Manager.

### **3 OBJECTS**

The objects for which the Co-operative is established are as follows:

- (a) To provide housing on a Co-operative basis for elderly persons on low incomes, and with limited assets particularly those in financial need.
- (b) To operate on the basis of co-operation as follows:
  - i Membership of the Co-operative is voluntary and available without artificial restriction or any discrimination based on sex, sexuality, marital status, pregnancy, race, physical or intellectual impairment, or political opinion to all who can make use of its services and are willing to accept the responsibilities of membership;
  - ii the affairs of the Co-operative will be administered on a fair and democratic basis by persons who are elected or appointed by the members of the Co-operative and who are accountable to them;
  - iii no dividend may be declared on shares in the Co-operative;
  - iv any surplus or savings arising from the operation of the Co-operative belongs to the members of the Co-operative and must be distributed in such a way that no member gains at the expense of others;
  - v the Co-operative will make provision for the education of its members, officers and employees, and of the general public, in the principles and practises of Co-operation (both economic and democratic);

- vi the Co-operative will, in the interests of its members and the community, actively co-operate in every practical way with similar Co-operatives and Organisations at the local, national and international level.
- (c) To involve tenant members in the management of the Co-operative.
- (d) To assist tenant members to gain access to other community resources and services.
- (e) To promote and encourage the formulation of other similar institutions.
- (f) A commitment to democratic values and processes.
- (g) To provide a service to the community in the context of the foregoing principles and objects.
- (h) To do all such lawful things as are incidental or conducive to the attainment of the above objectives.

#### **4 SITUATION**

- (a) The registered address of the Co-operative is situated at 472 Regency Road, Blair Athol 5084 in the State of South Australia.

#### **5 POWERS**

- (a) The Co-operative will have all the powers conferred by the Act and the Regulations.
- (b) The Co-operative may:
  - i acquire, hold, deal with and dispose of real and personal property
  - ii administer property on trust
  - iii establish and operate accounts with financial institutions
  - iv invest money in any manner authorised by the Rules or agreed to by the Authority
  - v borrow money
  - vi enter into contracts of employment and appoint an agent to act on its behalf
  - vii enter into any other contract or transaction it considers necessary or desirable
  - viii do any other thing contemplated by the Act, authorised by the Regulations or the Rules of the Co-operative, or necessary or expedient for the purpose of carrying out its objects

Footnote: Refer to the Act, Sections 28 and 29

## **SECTION B: THE RULES AND BY-LAWS**

### **1 EFFECT OF RULES**

- (a) The Rules of the Co-operative must not contain any provision that is contrary to or inconsistent with the Act.
- (b) The Rules of the Co-operative are binding on the Co-operative, the members of the Co-operative, and insofar as they affect the occupation of premises of the Co-

operative (and as may otherwise be appropriate), occupiers of those premises who may not be members of the Co-operative.

- (c) Notwithstanding anything else in its Rules, the Co-operative must comply with the Act, the Regulations, the Residential Tenancies Act, and any agreement it has entered into with the Program Manager (SACHA).

Footnote: Refer to the Act, Section 26

## **2 ALTERATION OF THE RULES**

- (a) The Rules of the Co-operative may be amended in accordance with the procedures required in the Act and Regulations.

Footnote: Refer to the Act, Section 27

## **3 BY-LAWS**

- (a) The By-laws of the Co-operative must not contain any provision that is contrary to or inconsistent with the Act or the Rules of the Co-operative (as registered under the Act).
- (b) The Co-operative, at a Management Committee or General Meeting at which a quorum is present, will have the power from time to time as it may think fit to pass, alter or rescind By-laws providing for the due management and regulation of the Co-operative.
- (c) By-laws made pursuant to the previous sub-clause will be entered in a book which will be kept for the inspection of members and such By-laws will be printed and circulated to all members of the Co-operative.

Footnote: Refer to the Act, Section 26

## **SECTION C: MEMBERSHIP AND MEMBERSHIP RIGHTS**

Note: Refer to the Act, Part IV, Divisions 1 and 11.

### **1 RIGHT OF INSPECTION**

- (a) Each tenant member of the Co-operative will have the rights of inspection of the Co-operative's records and books specified in the Act.

Footnote: Refer to the Act, Section 50 and Regulation 11.

### **2 MEMBERSHIP ELIGIBILITY CRITERIA**

Applicants may be selected for tenancy with the Co-operative on the basis of:

- (a) be on a low income or in financial need;
- (b) be seeking long-term accommodation in the areas covered by the co-op;
- (c) have housing requirements that can be reasonably met by the co-op;
- (d) be able to meet their responsibilities as a future tenant;
- (e) be aged 55 years or over at the date of tenancy unless he or she is co-habiting with a person of that age;
- (f) be able to care for themselves and their unit (with limited help from friends, relatives or domiciliary services if necessary);
- (g) be willing to meet the criteria below:

- demonstrate an understanding of, and a commitment to, co-operative principles and practice;
- have involvement in the co-op's management processes and activities in an ongoing basis, including attending meetings;
- have an understanding of and meet the obligations of membership;
- demonstrate an ability to work co-operatively with existing members;
- contribute relevant skills and knowledge;
- demonstrate a willingness to learn.

Footnote: Refer to By-law 1 - Tenant Eligibility and Member Selection By-law

### **3 TENANT MEMBER SELECTION**

- (a) The Co-operative will pass a By-law:
- i providing a clear statement of the Tenant Member Eligibility Criteria;
  - ii establishing the procedure required to become a tenant member;

### **4 MEMBERSHIP**

- (a) The following persons shall be members of the Co-operative:
- i Tenant Members – All adults who have been accepted for tenant membership of the Co-operative.
  - ii Associate Members – Any person not applying for housing who subscribes to the Objects of the Co-operative who is approved for Membership by the General Membership of the Co-operative. Associate Members will have voting rights. There can only be up to ten Associate Members at any one time.
  - iii Social Membership – The Management Committee shall have the power to grant social membership to any person but such members shall not be entitled to vote at any meeting of the Co-operative nor to be elected to the Management Committee or any office of the Co-operative.
  - iv Organisational Members – Organisational Members (a body corporate) not applying for housing who subscribes to the Objects of the Co-operative, who is approved for Membership by the General Membership of the Co-operative. Organisational Members shall not be entitled to vote at any meeting of the Co-operative nor to be elected to the Management Committee or any office of the Co-operative.
  - v Honorary Life Members – The Management Committee or the Co-operative shall have the power to grant Honorary Life Membership in special cases, to persons or Organisations it considers to have devoted extraordinary service to the Co-operative. Honorary Life members shall not be entitled to vote at any meeting of the Co-operative nor to hold any Office of the Co-operative, but may be invited to serve on the Management Committee as a non voting Co-opted Member.

Footnote: Refer to the Act, Section 32

## **5 MEMBERSHIP FEES**

- (a) The membership fee will be such as the Management Committee may from time to time determine and will be payable on or before 1<sup>st</sup> September in each year.
- (b) Each person who is a tenant member of the Co-operative will be exempt from the Membership Fee.
- (c) If any member will fail to pay the Annual Membership Fee within two calendar months after it has become due a notice will be sent to the member by the Secretary requesting payment of the Membership Fee and if the Fee is not paid within fourteen (14) days from the posting of such notice the General Membership may resolve that the Member's name be removed from the Register of Members.

Footnote: Refer to the Act, Section 33 (3)

## **6 ADDITIONAL LEVIES**

- (a) The Co-operative may levy members from time to time as agreed by a majority vote at a General Meeting, except in the case of a special resolution where 75% of those present and eligible to vote, exercise their right to vote.

## **7 TENANT MEMBER RESPONSIBILITIES**

- (a) A member must refrain from conduct detrimental to the interests of the Co-operative. A member must:
  - i take reasonable steps to support the objects of the Co-operative.
  - ii with reasonable care and diligence perform any functions assigned by the Rules or By-laws;
  - iii attend meetings whenever it is reasonably practicable to do so, there is an expectation that tenant members will attend at least 5 Tenant Meetings each year, and also the Annual General Meeting;
  - iv comply with conditions of tenancy if applicable;
  - v undertake such tasks and discharge such other obligations of membership as may be reasonably required by the Co-operative.

Footnote: Refer to the Act, Section 35

## **8 VOTING**

- (a) Subject to the Act and these Rules each eligible voting member of the Co-operative who is personally present at a meeting of the Co-operative, is entitled to one vote, and no more than one vote.
- (b) No member may vote by proxy.

Footnote: Refer to the Act, Section 33

## **9 TERMINATION OF MEMBERSHIP**

- (a) The following may constitute grounds for termination or suspension of membership:
  - i If the member breaches obligations of Membership; as defined in the Act, Regulations, Rules or By-laws;
  - ii If the tenant member breaches the conditions of the Tenancy Agreement;

- iii If the tenant member no longer satisfies a condition specified in his/her Tenancy Agreement essential to the continuation of the tenancy;
  - iv If the member engages in conduct detrimental to the interests of the Co-operative;
  - v If the member is no longer eligible for tenant membership of the Co-operative.
- (b) The member will be given notice of intent to terminate or suspend membership in writing by the Management Committee. The notice will set out:
- i The reasons for the proposed termination or suspension of membership;
  - ii The procedures for termination or suspension of membership including rights of appeal;
  - iii Any other information as may be prescribed by the Regulations.
- (c) The question of the termination or suspension of membership will be submitted to and determined by a duly constituted General Meeting of the Co-operative, not less than fourteen (14) days nor more than twenty-eight (28) days after notice of intention to terminate or suspend has been sent or delivered to the member.
- (d) The member will have the right to make representations in writing and personally, or through a representative, to the Management Committee and/or a General Meeting.
- (e) The member will have the right of appeal against a resolution to terminate or suspend his/her membership to the Management Committee or General Meeting in accordance with the appeal procedures set down by the Regulations and/or By-laws.
- (f) The member will cease to be a member or have membership suspended if the Membership has voted for his/her expulsion or suspension by special resolution, but expulsion or suspension will be stayed pending any appeals to which the member is entitled.
- (g) Membership may be suspended for any period up to twelve months.

## **10 EXPULSION FROM MANAGEMENT COMMITTEE**

- (a) Subject to giving a member of the Management Committee an opportunity to be heard or make a written submission, the Management Committee may resolve to expel a member from the committee as a result of misconduct detrimental to the interests of the Co-operative.
- (b) Particulars of the misconduct shall be communicated to the member at least one calendar month before the meeting of the Management Committee at which the matter will be determined.
- (c) The determination of the Management Committee shall be communicated to the member and, in the event of an adverse determination, the member shall, subject to By-law 7, cease to be a member of the Management Committee, fourteen (14) days after the Committee has communicated its determination to him or her.
- (d) It shall be open to a member to appeal to the Co-operative in a General Meeting against the expulsion. The intention to appeal shall be communicated to the Secretary of the Co-operative by the appellant, within fourteen (14) days of the determination of the Committee being communicated to the member.

- (e) In the event of an appeal under By-law 7, the appellant's membership of the Management Committee shall not be terminated, unless the determination of the Management Committee to expel the member is upheld by the members of the Co-operative in a General Meeting after the appellant has been heard. The decision to expel must have the support of 75% of those members present and eligible to vote, and exercise their right to vote.

## **11 APPEALS AND CONFLICT RESOLUTION**

- (a) The Co-operative shall pass a By-law:
  - i constituting an Appeals Committee which may consist of a General Meeting of the Co-operative.
  - ii establishing means to assist in the resolution of conflict between members.
- (b) A member aggrieved by a decision of the Management Committee or the Co-operative has a right:
  - i to attempt to have the dispute resolved through a mediation or conciliation process prescribed under Section 84 of the Act.
  - ii to appeal to the Appeals Committee and to a General Meeting of the Co-operative.
  - iii if the mediation or conciliation process fails to resolve the dispute - to apply for relief under Section 84 of the Act.

Footnote: Refer to the Act, Section 84

## **SECTION D: MANAGEMENT OF THE CO-OPERATIVE**

### **1 MANAGEMENT OF THE CO-OPERATIVE**

Note: Refer to the Act, Part V, Divisions I and II

- (a) The Management of the Co-operative will be vested in a Management Committee consisting of the following persons:
  - i Up to four tenants of the Co-operative who will be elected by the tenants of the Co-operative at each Annual General Meeting. If insufficient tenants are nominated to fill all these vacancies, the position or positions remaining vacant may be filled by any other eligible member of the Co-operative, and the Co-operative will vote as a whole. This clause will not be construed so as to limit the number of tenants who may be members of the Management Committee.
  - ii Up to two other members of the Co-operative whether tenants or not, but not including employees or social members, who will be elected by the voting members of the Co-operative at the Annual General Meeting.
  - iii The officers of the Co-operative will comprise a Chairperson, two Vice-Chairpersons, a Treasurer and a Secretary.  
  
Officers will be elected by the voting members of the Co-operative at the Annual General Meeting. An office will be filled by any eligible voting member of the Co-operative excluding staff and members as per Sec. D 1 (a) ix.
  - iv The Co-operative will attempt to achieve a majority of 65% of the positions on the Committee filled by Tenant members.

- v Any casual vacancy occurring on the retirement of any general Management Member, will be filled by an election by the voting members of the Co-operative.
- vi A Management Committee member may at any time resign from the Management Committee one calendar month after delivering or sending by post to the Chairperson of the Management Committee a written notice of such resignation.
- vii The Management Committee may by letter invite any Management Committee member to resign within the time specified in such letter if the said Management member fails to attend three consecutive Committee meetings, without just cause.  
Footnote: Refer to the Act, Section 38
- viii Membership fees will be paid within twenty-one (21) days of election to the Management Committee.
- ix The members of the Management Committee will be elected from and by the voting members of the Co-operative at the Annual General Meeting (except in the case of casual vacancies). All members of the Management Committee will be eligible for re-election unless otherwise provided for in the By-laws.
- x All members of the Co-operative except Social, Organisational or Honorary Members are eligible to stand for election to the Management Committee and to stand for an office.

No member of the Management Committee can hold more than one position at any one time.

Footnote: Refer to the Act, Section 40

## **2 COMMITTEE MEETINGS**

- (a) The Management Committee will meet not less than six times per annum and at such other times as the Management Committee thinks fit. Meetings must be held at intervals of not more than two months.
- (b) Notice of all Management Committee meetings will be given by the Secretary to all members of the Co-operative not less than seven (7) days prior to the date of the meeting, specifying the place, the day and hour of the meeting, and enclosing minutes of the previous meeting.
- (c) If, in the opinion of a majority of the members of the Management Committee a meeting of the Management Committee should be called to decide urgent business then the requirement of sub-rule (b) above will not apply but all members of the Co-operative will be given notice of the meeting and the agenda.
- (d) A meeting will be called by the Secretary within seven (7) days of the written request of three of the Management Committee members and such meeting will take place within 21 days of the original request.
- (e) The quorum for meetings of the Management Committee will be one half of the Committee members eligible to vote, plus one.
- (f) No business will be transacted at any Management Committee meeting unless a quorum is present at the time the meeting proceeds to business and a quorum will be present from the beginning to the end of any Management Committee Meeting.

- (g) If, within 30 minutes from the time appointed for a meeting, a quorum is not present, the meeting will not take place, and it will be adjourned to a later date and all members of the Co-operative will be given not less than five days written notice of the place, time, and day of the adjourned meeting, and the agenda.
- (h) Any resolution proposed to the Management Committee must have the support of at least [50% + 1], of those Management Committee members present and eligible to vote, and exercise their right to vote, to be passed.
- (i) Each member of the Management Committee will be entitled to one vote and the Chairperson will have a deliberative vote only. In the event of an equality of voting on any question the question will be resolved in the negative.
- (j) All meetings of the Management Committee will be open to all members of the Co-operative unless the Management Committee resolves that the meeting will be closed to consider confidential business.

Footnote: Refer to the Act, Section 43

### **3 THE COMMITTEE AND OFFICE BEARERS**

- (a) Each officer of the Co-operative will hold office for a period of one year from the date of election, but not more than five years in the same office.
- (b) No member will hold more than one position on the Management Committee at any one time.
- (c) Two members from one family should not both hold an office bearing position on any committee at any one time.
- (d) The office of a committee member will become vacant in accordance with the provisions of the Act, or if the office holder is removed from office on the grounds that the office holder has been permanently incapacitated by ill-health, or otherwise in accordance with these Rules.

Footnote: Refer to the Act, Section 39, clause 2

- (e) Any casual vacancy occurring in the general membership of the Management Committee will be filled by a member elected by the Co-operative at a General Meeting.
- (f) An officer of the Co-operative will give one month's written notice of resignation.
- (g) All or any of the offices may be declared vacant by a special resolution of the Co-operative at an Extraordinary General Meeting called to consider the declaration. Any officer whose office is the subject of a proposed declaration under this sub-rule will be given fourteen (14) days notice of the reasons for the declaration, and will have a reasonable opportunity to make representations in writing and personally or through a representative to the Extraordinary General Meeting.

### **4 POWERS AND FUNCTIONS OF OFFICE BEARERS**

- (a) The duties of the Chairperson will be:
  - i to take the Chair at all Management Committee meetings.  
  
In the absence of the Chairperson or if the Chairperson is unwilling to act the Chair will be taken by his/her assistant or some other Management Committee member chosen by the meeting.  
  
The principal duty of the Chairperson is to facilitate the conduct of business of the meeting.

- ii Administration
    - Prepare agendas and documents for meetings in consultation with the Housing Manager
    - Liaise with Housing Manager re administration duties in the office
    - Oversee and sign the Co-operative's correspondence
  - iii Supervision
    - Supervise staff and contractors
  - iv Liaison
    - Liaise with the Housing Minister and other Government Departments or organisations
  - v Co-ordination
    - Co-ordinate all the Co-operative's activities to ensure smooth running.
  - vi Development
    - Plan development of the Co-operative.
- (b) The duties of the Secretary will be:
- i To conduct the correspondence of the Co-operative and have the custody of all records, documents, and the seal of the Co-operative.
  - ii To keep full and accurate minutes of all proceedings of the Co-operative.
  - iii To keep a register of the members comprising the names and addresses of all current members of the Co-operative.
  - iv To do such things as may be directed by the Management Committee or prescribed by the By-laws.
  - v The Secretary may, with the consent of the Management Committee enlist the assistance of an employee of the Co-operative. Such an employee will be subject to the direction of the Management Committee.
- (c) The duties of the Treasurer will be:
- i To receive and bank all monies for the Co-operative and account for the same. The Treasurer's receipt will be sufficient discharge in respect of any payments made to the Co-operative.
  - ii To make all payments under the order of the Management Committee.
  - iii To keep an account of all monies received and disbursed in a book open to the inspection by the members of the Co-operative, the Management Committee at any meeting thereof, and each month prepare a statement showing the progress and the financial position of the Co-operative.
  - iv To prepare and compile the annual financial statements to the 30th June of each year and to submit a report to the Management Committee by the 31st August of each year.
  - v To do other things as may be directed by the Management Committee or prescribed by the By-laws.

- vi The Treasurer may, with the consent of the Management Committee enlist the assistance of an employee of the Co-operative. Such an employee will be subject to the direction of the Management Committee.
- (d) The duties of the Vice-Chairpersons will be:
  - i Assist and relieve as necessary the Chairperson.
  - ii To do such other things as may be directed by the Management Committee or in accordance with the By-laws.
- (e) In the event of any casual vacancy in any office mentioned in Rule 4 above, the Management Committee may elect one of its members to the vacant office and the member so appointed will continue in office until the next succeeding Annual General Meeting of the Co-operative.
- (f) The outgoing Chairperson will have power to conduct elections at the Annual General Meeting.

Footnote: Refer to the Act, Sections 42, 44 and 99 – 101

## **5 THE ADMINISTRATION COMMITTEE**

- (a) There shall be an Administration Committee of the Management Committee consisting of:
  - i The Chairperson
  - ii The Vice-Chairpersons
  - iii The Treasurer
  - iv The Secretary
  - v The Chairperson of the Maintenance Assessment & Appeals Committee or his/her delegate.

The Housing Manager will provide resources and support to the Committee without voting powers.

The Administration Committee is a sub-committee of the Management Committee.

- (b) The quorum for meetings of the Administration Committee will be one-half the number of the filled Office Bearers positions on the Management Committee, plus one.
- (c) The duties of the Administration Committee will be:
  - i Deal with minor administrative matters.
  - ii Planning.
  - iii Discuss and refine issues for the Management Committee to consider.
  - iv Discuss and approve "permissions, approvals and transfer requests" from tenants.
  - v Plan and supervise staff duties and workloads.
- (d) The Administration Committee may meet as frequently as it wishes.

## **6 SUB-COMMITTEES**

- (a) The Management Committee may from time to time appoint from the members of the Co-operative such sub-committees as it may deem necessary and may

delegate or refer to them such of the powers and duties of the Management Committee as the Management Committee may determine.

- (b) Each sub-committee appointed under sub-clause (a) shall report its proceedings to the Management Committee and shall conduct its business in accordance with the directions of the Management Committee which may act itself in any matter, notwithstanding the existence of a sub-committee formed for that purpose.
- (c) The Co-operative or the Management Committee may from time to time appoint from the members of the Co-operative such sub-committees as it may deem necessary and may delegate or refer to them such of the powers and duties of the Co-operative as the Co-operative may determine.
- (d) Each sub-committee appointed under sub-clause (c) shall report its proceedings to the Co-operative and shall conduct its business in accordance with the directions of the Co-operative which may act itself in any matter, notwithstanding the existence of a sub-committee formed for that purpose.

## **7 POWER TO CO-OPT**

- (a) The Management Committee will have the power to co-opt to the Management Committee or any sub-committee any member or members of the Co-operative to assist in the conduct of the business of the Management Committee or any sub-committee as it deems necessary or expedient.
- (b) The Management Committee will have the power and obligation to co-opt to the Management Committee or any sub-committee any person or persons from such other group, Co-operative, Association or body as may in the opinion of the Management Committee be necessary to ensure that the Co-operative has adequate representation on its Management Committee of all necessary groups, Associations or other bodies or expertise to ensure that the Co-operative's objects and activities can be properly carried out. Such co-opted members or persons will not be eligible to vote at the Management Committee meetings, and will retain their position for such period as may be decided by the Management Committee.
- (c) The Co-operative will have the power and obligation to co-opt to the Co-operative or any sub-committee any person or persons from such other group, Co-operative, Association or body as may in the opinion of the Co-operative be necessary to ensure that the Co-operative has adequate representation of all necessary groups, Associations or other bodies or expertise to ensure that the Co-operative's objects and activities can be properly carried out. Such co-opted members or persons will not be eligible to vote at meetings, and will retain their position for such period as may be decided by the Co-operative.

## **8 ASSIGNMENT OF POWERS AND FUNCTIONS**

- (a) Notwithstanding these Rules, a duly constituted Special General Meeting of the Co-operative may, by special resolution, assign all or any of the Co-operative's powers and functions, including the power to pass, alter or rescind By-laws, to the Management Committee.
- (b) Such a delegation may have conditions attached to it and does not derogate from the ability of the Co-operative to exercise its powers and functions under the Act, Regulations and Rules at any time.

## **SECTION E: MEETINGS OF THE CO-OPERATIVE**

### **1 GENERAL MEETINGS OF THE CO-OPERATIVE**

THE VOTING METHOD TO BE USED FOR GENERAL MEETINGS, ANNUAL GENERAL MEETINGS & EXTRAORDINARY GENERAL MEETINGS WILL BE MAJORITY VOTE, EXCEPT IN THE CASE OF A SPECIAL RESOLUTION WHERE 75% OF THOSE PRESENT AND ELIGIBLE TO VOTE, EXERCISE THEIR RIGHT TO VOTE.

- (a) General Meetings may be called by the Management Committee at any time. At least seven (7) days' notice in writing will be given to each eligible voting member of the Co-operative, setting out the date, time, place and the agenda for the meeting, and enclosing the minutes of the previous meeting. The accidental omission to give notice to any eligible voting member will not invalidate the meeting.
- (b) The quorum for a General Meeting will be 20% of the Co-operative's members entitled to vote plus one.
- (c) There will be at least three General Meetings each year, not including the Annual General Meeting.
- (d) All members of the Co-operative have the right to attend General Meetings.

### **2 ANNUAL GENERAL MEETING**

- (a) There will be an Annual General Meeting of the Co-operative by 30th September each year. Members will be given a minimum of ten (10) days written notice of the date of the Annual General Meeting. The business of the meeting will be:
  - i A report by the Chairperson of the Management Committee on the operation and activities of the Co-operative.
  - ii The receipt of nominations for and the election of the Management Committee and officers of the Co-operative or any sub-committees.
  - iii The presentation of the audited accounts of the Co-operative and any financial accounts and reports deemed necessary or expedient by the Management Committee.
  - iv The presentation of any variation of the Co-operative's management plan.
  - v Any other business as determined by the Management Committee.
  - vi Any other business raised by members present at the meeting provided that the consideration of such matters is not opposed by a majority of members present.
  - vii Quorum for the Annual General Meeting will be 20% of the voting members plus one.

Footnote: Refer to the Act, Sections 45 and 48

### **3 EXTRAORDINARY GENERAL MEETINGS**

- (a) An Extraordinary General Meeting will be called by the Secretary:
  - i on the direction of the Management Committee or upon receipt of a written notice specifying the proposed business of such an Extraordinary General Meeting and signed by not less than the number of members of the Co-

operative specified in sub-rule (b). The request should clearly state the reason for the Extraordinary General Meeting.

or

- ii upon receipt of a written request signed by the Chairperson and the subcommittee or person responsible for monitoring rent arrears, for the sole purpose of considering a special resolution to terminate or suspend membership as required by the Rent Arrears By-law.

or

- iii upon receipt of a written request signed by the Chairperson and the Appeals Committee for the sole purpose of considering a report and/or recommendation of that committee.

or

- iv or for any other such reason as members may deem extraordinary.

- (b) The number of members required to sign the notice is:

- i if the Co-operative has 12 or less members – three
- ii if the Co-operative has more than 12 members - ten or one quarter of the members, whichever is the lesser number

- (c) The meeting will take place within fourteen (14) days of the request being received by the Chairperson.

- (d) The Chairperson will give at least seven (7) days' notice in writing of the meeting to each eligible voting member of the Co-operative, setting out the date, time and place and the agenda for the meeting, unless the request is to consider a special resolution in which case fourteen (14) days' notice will be required.

- (e) The quorum for an Extraordinary General Meeting will be the same as for Annual and General Meetings.

## **SECTION F: FINANCE, PROPERTY AND AUDIT**

### **1 FINANCE**

- (a) All monies received will be deposited in the Co-operative's account or accounts at such financial institutions as will be determined from time to time by the Management Committee.
- (b) Cheques or, if savings accounts, withdrawal forms, will be signed by any two of the Office Bearers of Management Committee or Staff as authorised by the Management Committee, provided at least one office bearer signs all cheques or withdrawal forms.
- (c) The Management Committee will prescribe the conditions under which petty cash may be used by the Treasurer.

Footnote: Refer to the Act, Section 46 and 86

### **2 AUDITOR**

- (a) An Auditor will be appointed by the Management Committee.
- (b) A member of the Co-operative may not be appointed as Auditor of the accounts of the Co-operative of which he/she is a member.

- (c) The Auditor will have the powers and duties required of him or her under the Act.
- (d) The Auditor is eligible for re-appointment from year to year.
- (e) The Management Committee will require the Auditor to report in writing thereon to the Co-operative at the next Annual General Meeting after the accounts have been audited.
  - i whether he/she has obtained the information required by him/her
  - ii whether in his/her opinion the accounts are properly drawn up so as to exhibit a true and accurate view of the financial position of the Co-operative according to the information at his/her disposal and the explanations given to him/her and as shown by the books of the Co-operative
  - iii whether the Rules relating to the administration of the funds of the Co-operative have been observed.

Footnote: Refer to the Act, Section 46 to 48

### **3 INCOME AND PROPERTY OF THE CO-OPERATIVE**

- (a) The income and property of the Co-operative, however derived, will be applied solely towards the promotion of the objects and purposes of the Co-operative and no portion thereof will be paid or transferred directly or indirectly by dividend, bonus or otherwise to any member of the Co-operative.
- (b) The Co-operative will not pay to any member any remuneration or other benefit in money or money's worth (other than the payment of out-of-pocket expenses).
- (c) Nothing in the foregoing provisions of this rule will prevent the payment in good faith to a servant or member of the Co-operative of payments authorised under the Act.

Footnote: Refer to the Act, Section 36

### **4 DISPOSAL OF REAL PROPERTY**

- (a) The Co-operative will not dispose of any real property unless the disposal is approved by a special resolution at a duly constituted General Meeting.

## **SECTION G: MISCELLANEOUS**

### **1 SEAL OF THE CO-OPERATIVE**

- (a) The Co-operative will have a Common Seal which will remain in the custody of the Secretary.
- (b) The Common Seal of the Co-operative will only be affixed to any instrument by authority of the Co-operative and every instrument to which the Seal is affixed will be signed by one of the office holders of the Management Committee and countersigned by a second office holder or by some other person appointed by the Co-operative for that purpose.

### **2 MANNER IN WHICH CO-OPERATIVE MAY BE WOUND UP**

The manner in which a registered housing co-operative may be wound up is as follows:

- (a) Voluntarily:
  - i the Co-operative passes a special resolution

or

- (b) by the Supreme Court on the following grounds:
- i that the Co-operative has by a resolution passed that it be wound up by the Supreme Court.
  - ii that the Co-operative is unable to pay its debts.
  - iii that the Supreme Court is satisfied that it would be in the best interests of members or creditors of the Co-operative if the Co-operative were to be wound up.
  - iv that the Supreme Court is of the opinion that it is just and equitable that the Co-operative be wound up.

or

- (c) The Minister may issue a certificate for the winding up of a Co-operative as follows:
- i that the Authority has recommended that the Co-operative be wound up.
  - ii that the registration of the Co-operative was obtained by mistake or fraud.
  - iii that the Co-operative has not, within four months of notice being given by the Minister, transferred its undertakings to another body corporate.

Footnote: Refer to the Act, Section 74, 71 and 76

### **3 DISTRIBUTION OF ASSETS ON WINDING UP**

If at the completion of a winding up of the Co-operative there remains any surplus assets, such surplus assets will be given or transferred, according to the determination of the Minister:

- (a) to the Authority;
- (b) to another registered housing co-operative;
- (c) to another body that has identical or similar aims or objects to the co-operative

Footnote: Refer to the Act, Section 77-80

### **4 AFFILIATION**

The Management Committee may:

- (a) Make applications with such organisations and associations whose objects are consistent with those of the Co-operative and as the Management Committee from time to time thinks fit.
- (b) Elect a representative or representatives to attend meetings of such organisations and associations.
- (c) Invite a representative or representatives from such organisations and associations to attend any meeting of the Management Committee or any General Meeting.

### **5 CIRCUMSTANCES NOT PROVIDED FOR**

- (a) If any circumstances arise as to which these Rules are:
  - i silent,
  - ii incapable of taking effect, or,

iii incapable of being implemented according to their strict provision

the Management Committee will have the power to determine what action may be taken to best give effect to the objects of the Co-operative and to ensure its efficient administration, in accordance with relevant legislation, such as the Residential Tenancy Act 1995, South Australian Co-operative and Community Housing Act 1991, Equal Opportunity Act and Common Law.

- (b) Every act of the Management Committee taken in good faith under this clause will be as valid and effectual as if specifically authorised by these Rules.

## **6 TENANTS' COMMITTEE**

- (a) The Management Committee may authorise the establishment of a Tenants' Committee.
- (b) If the Management Committee authorises the establishment of a Tenants' Committee under the above rule, the Management Committee will pass a By-law regulating the affairs of the Committee, including, among other things, the management of any funds raised or received by the Committee.