



QUEENSLAND LIVED
EXPERIENCE
WORKFORCE
CONSTITUTION
2022

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Constitution of the Queensland Lived Experience Workforce Network (Inc.)

1 DEFINITIONS

In this Constitution, unless the contrary intention appears:

‘Q-LEWN’ means the Queensland Lived Experience Workforce Network (Inc.) formed under and by virtue of the provisions of this Constitution.

‘Lived Experience workforce’ includes people working in diverse roles across a variety of settings including private practice; public or private hospital and allied health services; community-based support services (mainstream or peer operated); education and research institutions; and government agencies at local, state, and national levels. Identified Lived Experience roles may also include unpaid roles if a person with Lived Experience is required to fill a structured role that is formalised within an organisation or group. For example, Lived Experience representatives on hospital committees are often unpaid. Some peer support groups are entirely operated by volunteers, but are formally structured (e.g. GROW or AA). These unpaid roles are recognised by Q-LEWN as identified Lived Experience roles.

‘Identified roles’ includes formal roles (paid or unpaid) that specifically require Lived Experience as an essential requirement for the role. Roles may include offering peer support to others; advocating Lived Experience perspectives on committees and boards; participating in service development and/or policy development; and/or as managers, advocates, educators, or researchers.

‘Non-identified roles’ in mental health, alcohol and other drugs services, allied health or other relevant professions include psychiatrists, psychologists, mental health nurses, social workers, occupational therapists, case managers, case workers, community support workers and others. People working in these roles may still identify privately or in public as having a Lived Experience, but they are not employed specifically to work from a Lived Experienced perspective. As such, people with Lived Experience working in non-identified roles are not recognised by Q-LEWN as Members of the Lived Experience workforce.

‘Financial Member’ means any member who has paid an annual Q-LEWN membership fee and whose membership has been accepted by the Management Committee. Financial members include Full Members, Associate Members, Organisational Members and Reciprocal Peak Body Members.

‘Values and Vision’ means
Our Values,
Respect, Equity, Authenticity, and Inclusion

Our Vision

QLEWN's vision is to enable Lived Experience workers to lead the ongoing development of and support for the Lived Experience workforce across the state.

'Management Committee' means the Queensland Lived Experience Workforce Network committee of management formed under and by virtue of this Constitution.

2 NAME

The name of the incorporated association is **Queensland Lived Experience Workforce Network (Inc.)**, referred to in this Constitution as 'Q-LEWN'.

3 NATURE OF ORGANISATION

3.1. Q-LEWN acts as a not-for-profit organisation. As such it prohibits the distribution of its income and property among its Members and operates under the [Associations Incorporation Act 1981](#), which includes amendments to the Act introduced with the passing of the [Associations Incorporation and Other Legislation Amendment Act 2020](#).

4 PURPOSE

4.1. Informed by its members, and consistent with its Values and Vision, Q-LEWN aims to establish directions and voice positions that promote the interests of the Queensland Lived Experience workforce and thereby contribute to social and cultural change in the mental health, alcohol and other drugs, and suicide prevention sector/s.

4.2. The purpose of Q-LEWN is to establish a state peak body for the Lived Experience Workforce of Queensland to enable Lived Experience workers to lead the ongoing development of and support for the Lived Experience workforce across the state.

5 OBJECTS

The objects of Q-LEWN are:

5.1. To provide **sector leadership** by:

- 5.1.1. Consulting with and representing the voices of the Lived Experience workforce.
- 5.1.2. Championing and Supporting the Lived Experience workforce.
- 5.1.3. Promoting Lived Experience workforce networking.

5.1.4. Disseminating relevant Lived Experience workforce information to the Lived Experience workforce

5.2. To provide **opportunities for skills development of the Lived Experience workforce** by:

5.2.1. Promoting and facilitating accredited training and ongoing professional development.

5.2.2. Promoting and facilitating supervision and mentoring.

5.3. To provide **systems advocacy** by:

5.3.1. Leading processes for enabling a collective voice for the Lived Experience workforce.

5.3.2. Advocating to key decision-making bodies (government, peak bodies etc.) to advance Lived Experience workforce agendas.

5.3.3. Influencing and undertaking Lived Experience research and policy development to support the Lived Experience workforce

5.3.4. Supporting and promoting implementation of the Queensland Health, Mental Health Framework, Peer Workforce Support and Development, released by the Queensland Mental Health Commission in 2019.

Q-LEWN may use and employ such lawful methods as the Management Committee sees fit to achieve these Objects whilst remaining accountable to its members.

6 POWERS

6.1. Q-LEWN has the powers of an individual.

6.2. Q-LEWN may, for example: enter into contracts; acquire, hold, deal with, and dispose of property; make charges for services and facilities it supplies; and do other things necessary or convenient to be done in carrying out its affairs.

6.3. Q-LEWN may take over the funds and other assets and liabilities of the present unincorporated association known as the Q-LEWN Roundtable.

6.4. Q-LEWN may also issue secured and unsecured notes, debentures, and debenture stock for the association.

In furtherance of its Objects, Q-LEWN may also:

6.5. Subscribe to, become a member of, or cooperate with any other association, club, or organisation, whether incorporated or not, whose objects are altogether or in part like those of Q-LEWN, provided that Q-LEWN does not subscribe to or support with its funds any club, association or organisation which does not prohibit the distribution of its income and property among its members.

6.6. Buy, sell, and deal in all kinds of articles, commodities, services and provisions, both liquid and solid, for the members of Q-LEWN.

6.7. Purchase, take or lease or in exchange, hire and otherwise acquire any lands, buildings, easements or property, real and personal, and any rights or privileges which may be requisite for the purpose of, or capable of being conveniently used in connection with, any of the Objects of Q-LEWN, provided that in case Q-LEWN may take or hold any property which may be subject to any trusts, Q-LEWN will only deal with the same in such manner as is allowed by law having regard to such trusts.

6.8. Enter into arrangements or contracts with any government, or authority, that are incidental or conducive to the attainment of the Objects and the exercise of powers of Q-LEWN; to obtain from any such government or authority any rights, privileges and concessions which Q-LEWN may think is desirable to obtain, and to carry out, exercise and comply with any such arrangements, rights, privileges and concessions, such contracts should be permitted with any government Commonwealth, State or Local, any authority, organisation or any entity whatsoever.

6.9. Appoint, employ, remove or suspend such staff, workers, members and other persons as may be necessary or determined at the sole discretion of the Management Committee for the purpose of Q-LEWN. [See 7, 8, & 9]

6.10. Take any gift or property, whether subject to any special trust or not, for any one or more of the objects of Q-LEWN.

6.11. Remunerate any person or body corporate for services rendered, or to be rendered, and whether by way of brokerage or otherwise in placing or assisting to place or guaranteeing the placing of any unsecured notes, debentures, or other securities of Q-LEWN, or in or about Q-LEWN or promoting of Q-LEWN or in the furtherance of its objects.

6.12. Construct, improve, maintain, develop, work, manage, carry out, alter, or control any houses, buildings, grounds, works or conveniences which may advance Q-LEWN's interests, and to contribute to, subsidise or otherwise assist and take part in the construction, improvement, maintenance, development, working, management, carrying out alternation or control thereof.

6.13. Invest and deal with the money of Q-LEWN not immediately required in such manner as may from time to time be thought fit.

6.14. Draw, make, accept, endorse, discount, execute and issue promissory notes, bills of exchange and other negotiable or transferable instruments, and to mortgage or charge any asset or thing.

6.15. In furtherance of its Objects, Q-LEWN may sell, improve, manage, develop, exchange, lease, dispose of, turn to account, or otherwise deal with all or any part of the property and rights of Q-LEWN.

7 MEMBERSHIPS

7.1. A member of Q-LEWN is an individual or organisation who employees people with a Lived Experience who holds a current financial membership that has been approved by the Management Committee via the process described in 7.7 - 7.12.

7.2. Membership may be granted to any individual or organisation who employees people with a Lived Experience and supports and endorses the Objects and Values and Vision of Q-LEWN. They must also have paid the prescribed membership fee and signed the membership application form to confirm they have received a copy of this constitution.

7.3. The following categories of membership of Q-LEWN apply with no limitation in numbers of members in any category:

7.3.1. **'Full Member'** is any individual who: is currently working in an identified Lived Experience role in Queensland at the time of membership; supports the Objects and Values and Vision of Q-LEWN; and maintains a current financial Membership. Full Members are the only members entitled to vote; or nominate and/or be nominated for Management Committee positions.

7.3.2. **'Associate Member'** is any individual who: is not currently working in an identified Lived Experience role in Queensland; supports the Objects, Values and Vision of Q-LEWN; and maintains a current financial membership.

7.3.3. **'Small Organisational Member'** is any organisation: with an annual income of less than \$250,000 per year; that employs Lived Experience workers and supports the Objects, Values and Vision of Q-LEWN and maintains a current financial membership.

7.3.4. **'Large Organisational Member'** is any organisation: with an annual income of greater than \$250,000 per year; that employs Lived Experience workers and supports the Objects, Values and Vision of Q-LEWN; and maintains a current financial membership.

7.3.5. **'Reciprocal Peak Body Member'** is a state or national peak body: that supports the work of Q-LEWN; and offers Q-LEWN free membership of their organisation in return for Reciprocal Peak Body Membership of Q-LEWN. For the purpose of 7.5, these members will have status equivalent to Large Organisational Member

7.4. The fees for membership of Q-LEWN will be:

7.4.1. Such sum as the Management Committee determines and subject to review.

7.4.2. Payable at such time and in such manner as the Management Committee determine.

7.5. All members have a right to receive notices of, attend and be heard at any General Meeting, inclusive of Special General and Annual General Meetings.

7.6. Full Members are the only financial members who have a right to:

7.6.1. Nominate or be nominated for membership to the Management Committee.

7.6.2. Cast one vote in person; cast one vote by proxy; or hold one proxy for another Full Member at any General Meeting.

7.7. An application requesting membership can be made electronically via the Q-LEWN website www.qlewn.com.au Applications may be in such form as the Management Committee prescribes.

7.8. Any fully completed request for membership of Q-LEWN accompanied by the relevant fee will be tentatively accepted until the Membership applications are reviewed by the Membership Subcommittee, at which time the Membership Subcommittee will either: endorse the admission; request further information; or reject tentatively accepted applicants within 30 days of receiving the application.

7.9. The Management Committee can reject an application for new membership on the basis of: appropriate individual membership dependent on employment in an identified Lived Experience role; disproportionate membership by a particular organisation or interest group; or, a history of behaviour contrary to the interests of Q-LEWN.

7.10. Members will notified within 30 days of the outcome of their membership application by the Secretary of the Membership Subcommittee.

7.11. If further information is required from the applicant to make a final decision, the Secretary for the Membership subcommittee will contact the applicant in writing to request the required information. Once received, it will be reviewed by the Management Committee and a final decision will be communicated to the applicant within 30 days of receiving the required information.

7.12. If an application for membership is rejected, the Secretary for the Membership Subcommittee will give the applicant notice in writing advising of the rejection of their application, clearly outlining the reasons for rejection and the appeals mechanism. Any membership fees paid by the applicant will be refunded within 14 business days of the date of rejection letter.

8 TERMINATIONS OF MEMBERSHIP

8.1. A Member can resign from Q-LEWN at any time by giving notice to the Secretary. Such resignation will take effect at the time such notice is received by the Secretary unless a later date is specified in the notice when it will take effect on that later date.

8.2. The Management Committee may consider whether membership will be terminated if a member:

8.2.1. fails to comply with any of the provisions of this Constitution, or,

8.2.2. has membership fees in arrears for a period of three (3) months or more, or,

8.2.3. behaves in a manner considered to be injurious or prejudicial to the character or interest of Q-LEWN, or,

8.2.4. behaves in a manner inconsistent with Q-LEWN's Values and Vision, or,

8.2.5. is convicted of an indictable offence, or

8.2.6. discloses to another person, body or organisation, confidential, private or copyright information without first obtaining, verbally or in writing, the consent of the Management Committee.

8.3. Where the Management Committee is inclined to terminate a membership, the Secretary will advise the member in writing, providing at least four (4) weeks' notices that the membership will be formally terminated at the next Management Committee Meeting. If the Management Committee resolves to terminate the Membership at that next Management Committee Meeting, the Secretary for the Management Committee will advise the member in writing, accordingly, clearly outlining the reasons for termination and the appeals mechanism.

9 APPEALS BY REJECTED APPLICANTS AND TERMINATED MEMBERS

9.1. Any applicant or member has the right to appeal a rejection of membership application or termination of membership and have a support person present through the appeals process. Q-LEWN may provide an interpreter if required on the request of the applicant or Member.

9.2. Any person or group whose application for membership has been rejected or whose membership has been terminated may (within one (1) month of receiving written notification thereof) lodge, with the Secretary, written notice of intention to appeal against the decision of the Management Committee.

9.3. Upon receipt of a notification of intention to appeal, the matter will be reconsidered at a subsequent Management Committee Meeting within three (3) months of the date on which such notice was sent by email or posted by registered mail to the applicant or

member. At this meeting the applicant or member will be given the opportunity to fully present their case and the Management Committee will likewise have the opportunity to present its case. The appeal will be determined by a 2/3 majority vote at least 5 Management Committee Members present at this meeting.

9.4. An applicant or member who remains dissatisfied with the outcome of the appeal to Management Committee is entitled to have the matter reconsidered at a General Meeting of Q-LEWN, within three (3) months. At this meeting the applicant or member will be given the opportunity to fully present their case and the Management Committee (who rejected the application or proposed the termination) will likewise have the opportunity to present their case. The appeal must be determined by a 2/3 majority vote of Full Members present at this meeting and their proxy votes where applicable.

9.5. Where a person or group whose application is rejected does not appeal against the decision of the Management Committee within the time prescribed by this Constitution, or so appeals but the appeal is unsuccessful, the Secretary will forthwith refund the balance of any fee paid, within two weeks of the appeal decision.

9.6. Q-LEWN will not be under any obligation to reconsider an application of membership of a rejected applicant or terminated member for a period of five (5) years. The Management Committee may waive the five (5) year period in its absolute discretion.

10 REGISTERS OF MEMBERS

10.1. The Management Committee will cause a Register to be kept secure in a locked file in accordance with the Privacy Act of the following:

10.1.1. The names, organisational affiliations and email addresses of all individual persons admitted to membership of Q-LEWN and the date of their admission.

10.1.2. The organisational names and addresses of all organisations admitted to membership of Q-LEWN and the date of their admission.

10.1.3. Particulars of deaths, resignations, terminations and reinstatements of membership may also be entered into the Register and any further particulars as the Management Committee or the members at any General Meeting may require from time to time.

10.1.4. The date a member stopped being a member must be entered in the register within fourteen (14) days of the cessation date contained within the notice to resign.

10.1.4. All other information about that person (other than their name and date they stopped being a member) must be removed from the register within fourteen (14) days of when the membership ceased.

10.2. The Register will be available for inspection, at a reasonable time no less than fourteen (14) days, by any member who previously applies in writing to the Secretary for such inspection.

10.3. A member of Q-LEWN must not:

10.3.1. use information obtained from the Register to contact, or to send material to, another member of Q-LEWN for the purpose of advertising for political, religious, charitable or commercial purposes; or

10.3.2. disclose information obtained from the register to someone else, knowing that the information is likely to be used to contact, or send material to, another member of the association for the purpose of advertising for political, religious, charitable or commercial purposes.

10.4. A member of Q-LEWN who is an individual can apply to the Management Committee to limit the recording of their details in certain circumstances, such as if they have been granted a family violence or personal safety intervention order.

11 MEMBERSHIPS OF THE MANAGEMENT COMMITTEE

11.1. The Management Committee will consist of:

11.1.1. Not less than five (5) nor more than seven (7) voting members standing in their own right as individuals (not representing an organisation).

11.1.2. At least one member of the Management Committee members will reside and work in a region outside the Greater Brisbane region.

11.1.3. The Coordinator of Q-LEWN, as a non-voting attendee.

11.2. Positions may be reserved for members who are Aboriginal or Torres Strait Islander; from a non-English speaking background; under the age of twenty-five (25); and/or who identify as a member of the LGBTIQ+ communities.

11.3. Eligibility to be nominated to the Management Committee is limited to people who are:

11.3.1. Full Members (individuals), and

11.3.2. are at least 18 years of age, and

11.3.3. are not permanently or regularly employed by Q-LEWN, and

11.3.4 have not been convicted of an indictable offence and meet the criteria for eligibility for people with convictions as per the Incorporation Act, amended into law on 22nd June 2020. People convicted of certain offences can sit on a management committee after 5 years (reduced from 10 years) and when the rehabilitation period for the conviction has not expired. The 5-year period begins on the later of the following dates:

- the day the conviction is recorded
- the day the person is released from prison (if applicable)
- the day any other court order relating to the conviction or term of imprisonment is satisfied.

Whether a conviction affects a person's eligibility to sit on your committee depends on the offence and how they were convicted. A person may be ineligible if:

- they have been convicted of any indictable offence
- they have been convicted of a summary offence and sentenced to a period of imprisonment (other than in default of payment of a fine).

11.3.5. no more than two (2) people who are members of the Management Committee can be employed by the same organisation.

11.4. Management Committee member positions are limited to two (2) year terms.

11.5. Members can undertake two (2) terms consecutively.

11.5 Where two (2) terms have been completed, previous Management Committee members can, after a period of twelve (12) months, re-nominate for Management Committee membership at the next Annual General Meeting where vacancies exist.

12 ELECTION OF MANAGEMENT COMMITTEE MEMBERS

12.1. The election of Management Committee Members will take place in the following manner:

12.1.1. The Management Committee will appoint a Returning Officer for the election prior to the Annual General Meeting.

12.1.2. Nomination forms will be forwarded electronically to all financial members of Q-LEWN at least one month prior to the Annual General Meeting.

12.1. 2. Only Full Members of Q-LEWN will be at liberty to nominate or to second a nomination of any Full Member of Q-LEWN to serve as a member of the Management Committee, except those members who have been removed from office or membership of the Management Committee as provided for in section 16 of this Constitution shall be ineligible for election.

12.1.3. All nominations must:

12.3.1. be in writing and signed by the nominated full QLEWN members, proposer and seconder, and

13.3.2. include a candidate profile of no more than one hundred (100) words.

12.1.4. Nominations must be lodged with the Secretary at least fourteen days before the Annual General Meeting.

12.1.5. A list of nominations, in alphabetical order and with respect to the regional representation category detailed in 11.1.2 and any category listed in 11.2, including nominees' profiles and the names of the proposer and seconder, shall be posted on the Q-LEWN website for at least fourteen (14) days prior to the Annual General Meeting.

12.1.16. In the event of the Secretary receiving more than one (1) nomination for regional representation, a ballot for that particular section must take place.

12.1.17. Balloting lists will be prepared, containing the nominations by name in alphabetical order for the one (1) member living outside the Greater Brisbane region and the remaining nominees.

12.1.18. Ballot papers will be electronically forwarded to all financial members at least fourteen (14) days prior to the Annual General Meeting.

12.1.19. Completed ballot papers must be received by the Secretary prior to 5pm three (3) working days prior to the Annual General Meeting.

12.1.20. Any individual financial Full Member will be entitled to vote for any number of nominations, not exceeding the number of vacancies.

12.1.21. The election will be declared closed at 5pm three (3) working days prior to the Annual General Meeting.

12.1.22. Vacant positions on the Management Committee will be filled by those nominated candidates securing the highest total number of votes and will be announced at the Annual General Meeting by the Returning Officer.

12.1.23. In the event of two candidates receiving the same number of votes, the elected person may be determined by lot, except where a vacant position exists in another category for which a candidate qualifies, in which case, both candidates may be declared elected. *Determined by lot means each person in the group takes a piece of paper or object from a container. One of the pieces of paper/object is different from the others, and the person who takes the different one is chosen.*

12.2. If less than three (3) members are elected to the Management Committee prior to the Annual General Meeting, continuing and newly elected Management Committee members will be entitled to appoint the required number of additional Q-LEWN members to the Management Committee, provided that appointed members maintain Full Membership of

Q-LEWN and fit within the categories of Management Committee membership as per 11.1.2 and 11.2.

12.3. Where during the term of the Management Committee, the number of voting members falls below three (3) members, the Management Committee can appoint the required number of additional Members to the Management Committee to fill these casual vacancies, provided that appointed Members are eligible for nomination as per 11.3 in this Constitution and a majority of voting full members approve.

12.4. The continuing members of the Management Committee may act notwithstanding any casual vacancy on the Management Committee but if and so long as their number is below the number fixed by this Constitution as the necessary quorum of the Management Committee, the continuing members may act for the purpose of increasing the number of members of the Management Committee to that number or of summoning a General Meeting of Q-LEWN, but for no other purpose.

12.5. All members of the Management Committee will be required to sign an agreement to work within the Values and Vision, Objects, and Policies of Q-LEWN, and a Confidentiality Agreement, before being entitled to vote as members of the Management Committee.

12.6. New members to the Management Committee will be required to participate in an orientation, which will include the Values and Vision of Q-LEWN and the role and responsibilities of Management Committee members.

13 ROLE AND POWERS OF THE MANAGEMENT COMMITTEE

13.1. Except as otherwise provided by this Constitution and subject to resolutions of the members of Q-LEWN carried at any General Meeting, the Management Committee:

13.1.1. will have the general control and management of the administration of the affairs, property and funds of Q-LEWN, and,

13.1.2. has the authority to interpret the meaning of this Constitution and any matter relating to Q-LEWN on which this Constitution is silent, acknowledging these interpretations will be carried out in line with the laws and regulations by which Q-LEWN bound.

13.2. The Management Committee will be responsible for:

13.2.1. Promoting the Values, Vision and Objects of Q-LEWN.

13.2.2. Decision making in progressing the objects of Q-LEWN.

13.2.3. Identification of policy issues and determining strategic responses.

13.2.4. Advocating on behalf of the Queensland Lived Experience workforce to the

Government or other relevant bodies.

13.2.5. The facilitation and organisation of all Management Committee and General Meetings of Q-LEWN.

13.2.6. Providing guidance and support for the Coordinator of Q-LEWN.

13.2.7. The establishment of working groups or sub-committees on specific issues.

13.3. The Management Committee may delegate any of its powers to a working group or sub-committee consisting of such members of Q-LEWN as the Management Committee thinks fit. Any working group or sub-committee so formed will in the exercise of the powers so delegated conform to any regulations that may be imposed on it by the Management Committee.

13.4. All decisions made by any working group or sub-committees established by the Management Committee must be in accordance with the Values and Vision, Objects and policies of Q-LEWN.

13.5 A working group or sub-committee may elect a chairperson at its meetings, and may meet and adjourn as it thinks proper. The chairperson/or representative must provide a monthly report to the management committee.

13.6 All acts done by any meeting of the Management Committee or of a working group or sub-committee or by any person acting on behalf of the Management Committee, may, notwithstanding that it is afterwards discovered that there was some defect in the appointment of such member of the Management Committee or person acting as aforesaid, or that the member of the Management Committee or any of them were disqualified, be as valid as if every such person had been duly appointed and was qualified to be a member of the Management Committee.

14 CONFLICTS OF INTEREST

14.1. A member of the Management Committee must declare their interest in any matter in which they are interested or arising therefrom at and from the time of Management Committee application, and will:

14.1.1. not speak on a matter in which they have a pecuniary interest, except at the express request of the majority of Management Committee members present at a Management Committee Meeting, and,

14.1.2. not block consensus or vote in respect of any matter in which they have a pecuniary interest, and,

14.1.3. will agree to have their conflicts of interest recorded in the Q-LEWN Conflicts of Interest Register, and,

14.1.4. will agree to advise of potential conflicts of interest as they arise.

14.2 Conflicts of Interest will be a standing Management Committee Meeting agenda item and will be noted at every Management Committee Meeting.

14.3. Conflicts, and how the Management Committee deal with them, will be recorded in the Conflicts of Interest Register.

15 EXECUTIVE OFFICERS OF THE MANAGEMENT COMMITTEE

15.1. The Executive will comprise:

15.1.1. Four (4) office bearers, elected by the Management Committee at the first meeting following the Annual General Meeting each year, from amongst Management Committee Members, and as such may have been appointed for a (two) 2 year term.

15.1.2. The Coordinator of Q-LEWN, as a non-voting member.

15.2. The officer bearers shall be:

15.2.1. the Chairperson of Q-LEWN, and

15.2.2. the Vice-Chairperson of Q-LEWN, and

15.2.3. the Treasurer of Q-LEWN, and

15.2.4. the Secretary of Q-LEWN.

15.3. The Secretary must be an individual residing in Queensland, or in another State but not more than 65km from the Queensland border, who is:

15.3.1. A member of Q-LEWN elected by the association as Secretary; or

15.3.2. any of the following persons appointed by the Management Committee as Secretary:

(i) a member of the Q-LEWN Management Committee; or

(ii) another Full Member of Q-LEWN;

(iii) another person.

15.4. If Q-LEWN did not elect an interim officer as Secretary before incorporation, the members of the Management Committee will ensure a secretary is elected within one (1) month after incorporation.

15.5. If a vacancy happens in the office of Secretary, the members of the Management Committee must ensure a secretary is appointed or elected for the association within one (1) month after the vacancy happens.

15.6. If the Management Committee appoints a Full Member mentioned in 15.3.2 (ii) as Secretary, other than to fill a casual vacancy on the Management Committee, the Full Member does not become a member of the Management Committee.

15.7. However, if the Management Committee appoints a Full Member mentioned in 15.3.2 (ii) as Secretary to fill a casual vacancy on the Management Committee, the Full Member becomes a member of the Management Committee.

15.8. If the Management Committee appoints a person mentioned in 15.3.2 (iii) as Secretary, the person does not become a member of the Management Committee.

15.9. In this rule 'casual vacancy' on a Management Committee means a vacancy that happens when an elected member of the Management Committee resigns, dies or otherwise stops holding office.

15.10. The Management Committee may at any time remove a person appointed by the Management Committee as the Secretary. [See 16]

15.11. If the Management Committee removes a secretary who is a person mentioned in rule 15.3.2 (i), the person remains a member of the Management Committee.

15.12. If the Management Committee removes a secretary who is a person mentioned in rule 15.3.2 (ii) and who has been appointed to a casual vacancy on the Management Committee under rule 15.7, the person remains a member of the Management Committee.

15.13. At their first Management Committee meeting each year, the Secretary will:

15.13.1 be responsible for ensuring that all communication required under the Associations Incorporation Act 1981 is carried out, and,

15.13.2 be responsible for providing for the safe custody of the Common Seal of the Q-LEWN.

15.14. The Secretary's functions include, but are not limited to:

15.14.1. calling meetings, including preparing notices of a meeting and of the business to be conducted at the meeting in consultation with the Chairperson, and

15.14.2. keeping minutes of each meeting, and

15.14.3. keeping copies of all correspondence and other documents relating to Q-LEWN, and

15.14.4. maintaining the register of the members of Q-LEWN.

15.15. The Executive will be responsible for:

15.15.1. ensuring the organisation of regular meetings of the Management Committee, and,

15.15.2. establishing the agenda of Management Committee and General Meetings, and,

15.15.3. responding to any urgent issues affecting Q-LEWN, which arise between Management Committee Meetings, and

15.15.4. liaison with the waged staff of Q-LEWN.

15.3. The Chairperson will act as spokesperson for Q-LEWN, unless an alternative spokesperson has been appointed by the Management Committee.

16 RESIGNATION OR REMOVAL FROM OFFICE OF MEMBERS OF THE MANAGEMENT COMMITTEE

16.1. A member can resign from membership of the Management Committee or Executive at any time by giving notice to the Secretary. Such resignation will take effect at the time such notice is received by the Secretary unless a later date is specified in the notice when it will take effect on that later date. If the resigning member is the Secretary, notice is to be given to the Chairperson.

16.2. If a member of the Management Committee:

16.2.1. ceases to be a financial Full Member of Q-LEWN, or,

16.2.2. fails to attend three (3) consecutive Management Committee Meetings without the approval of the Management Committee, or,

16.2.3. fails to sign an agreement to work within the Values and Vision, Objects and policies of Q-LEWN within eight (8) weeks of the commencement of their Membership of the Management Committee,

their membership of the Management Committee is deemed to have lapsed. In these circumstances, the Management Committee member has the right to appeal pursuant to 16.4 and 16.5.

16.3. If a member of the Management Committee:

16.3.1. fails to comply with any of the provisions of this Constitution, or,

16.3.2. behaves in a manner considered to be injurious or prejudicial to the character or interest of Q-LEWN, or,

16.3.3. behaves in a manner inconsistent with the Values and Vision, Objects or policies of Q-LEWN,

the Management Committee will consider whether their membership of the Management Committee will be terminated.

16.4. Where the Management Committee is inclined to terminate membership, the voting rights of the Management Committee member may be suspended, and the Secretary shall advise the member in writing within seven days. If the member is the Secretary, the Chairperson shall advise the member in writing accordingly. The Member concerned must be given a full and fair opportunity to present their case prior to a final decision on the matter being made by the Management Committee.

16.5. A terminated Management Committee member (who remains a member of Q-LEWN and who is dissatisfied with the decision of the Management Committee) is entitled to have the matter reconsidered at a General Meeting within three (3) months of the Management Committee Meeting at which the decision was made. At this meeting the member must be given the opportunity to fully present their case and the Management Committee or those members thereof who supported the termination of the member's Management Committee membership must likewise have the opportunity to present its case. The appeal will be determined by a 2/3 majority vote of financial Full Members present at this meeting.

16.6. A suspended or terminated Management Committee member is automatically deemed to be suspended or terminated from their position on the Executive.

16.7. Q-LEWN will not be under any obligation to consider the nomination of a person who has had their Management Committee membership terminated for another appointment to the Management Committee for a period of five (5) years. The Management Committee may waive the five (5) year period in its absolute discretion.

17 MANAGEMENT COMMITTEE MEETINGS

17.1. The Management Committee must meet at least six (8) times each year to exercise its functions.

17.2. At a Management Committee Meeting, more than 50% of the members elected to the Committee as at the close of the last Annual General Meeting of the members form a quorum.

17.3. If there is no quorum within 30 minutes after the time fixed for a Management Committee Meeting called on the request of members of the Committee, the meeting lapses.

17.4. If there is no quorum within 30 minutes after the time fixed for a Management Committee Meeting called other than on the request of the members of the Committee:

- (a) the meeting is to be adjourned for at least 1 day; and
- (b) the members of the Management Committee who are present are to decide the day, time and place of the adjourned meeting.

17.5. If, at an adjourned meeting mentioned in 17.4 there is no quorum within 30 minutes after the time fixed for the meeting, the meeting lapses.

17.6. The dates of Management Committee Meetings will be decided at a Management Committee Meeting or by the Executive and will be communicated to Management Committee members at the commencement of each calendar year.

17.6. Voting at Management Committee Meetings is limited to Management Committee members who may hold only one proxy from another member of the Management Committee.

17.8. The Chairperson may, at their discretion, invite people who are not members of the Management Committee to attend and speak, but such persons may not vote.

17.9. A Special Management Committee Meeting may be convened by the Secretary as determined in any previous meeting or if requested in writing and signed by at least three members of the Management Committee. Such a request must clearly state the reasons why a Special Management Committee Meeting is being convened and the nature of the business to be transacted.

17.10. Not less than seven (7) days' notice will be given by the Secretary to members of the Management Committee of any Special Management Committee Meeting. Such notice must clearly state the nature of the business to be discussed.

17.11. The Management Committee may meet together and regulate its proceedings as it thinks fit, provided that decisions made at any meeting of the Management Committee are decided by consensus, in a manner consistent with Q-LEWN decision making policy. Where the Management Committee does not reach consensus, the issue may be held over for further discussion at a subsequent meeting of the Management Committee. If the matter is urgent, the motion may be voted upon.

17.12. An inter-sessional resolution in writing signed by a simple majority of current Management Committee members will be as valid and effectual as if it had been passed at a meeting of the Management Committee duly convened and held. Any such resolution may consist of several documents in like form, each signed by one or more members of the

Management Committee. For the purposes of clarity this resolution is termed a 'Flying Minute'.

18 GENERAL MEETINGS

18.1 The Secretary will convene Q-LEWN General Meetings by giving not less than fourteen (14) days' notice of any such meeting to all financial members of Q-LEWN.

18.2. The manner by which such notice will be given may be determined by the Management Committee provided that:

18.2.1 notice of any General Meeting convened for the purpose of hearing and determining the appeal of a member against the rejection or termination of their membership by the Management Committee will be given in writing, and,

18.2.2 notice of a General Meeting must clearly state the nature of the business to be discussed thereat.

18.3. Unless otherwise provided by this Constitution, at every General Meeting:

18.3.1. The Management Committee will appoint a chairperson to facilitate the meeting.

18.3.2. The chairperson will maintain order and conduct the meeting in a proper manner consistent with this Constitution and Q-LEWN policies.

18.3.3. An opportunity must be made available for the full and fair discussion and exploration of every matter to be decided at the meeting.

18.3.4. All financial members will be entitled, subject to the lawful procedure of the Meeting, to speak upon any motion at any General Meeting, except that financial Full Members present at the meeting may vote to allow a non-member to speak. However financial Full Members are the only members entitled to vote upon any motion at any General Meeting.

18.4. At a General Meeting the number of members required to constitute a quorum will be double the number of members presently on the Management Committee plus one.

18.5. No business will be transacted at any General Meeting unless a quorum of members is present at the time when the meeting proceeds to business. For the purposes of this rule a 'member' includes proxies held by financial Full Members.

18.6. If within half an hour from the time appointed for the commencement of a General Meeting a quorum is not present, the meeting, if convened upon the requisition of members of the Management Committee or Q-LEWN members, will lapse. In any other case it may

stand adjourned to the same day in the next week at the same time and place, or to such other day at such other place as the Management Committee may determine. If at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting, the members present shall be a quorum.

18.7. The chairperson may, with the consent of the meeting at which a quorum is present (and will if so, directed by the meeting) adjourn the meeting from time to time and from place to place, but no business will be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place. When a meeting is adjourned for twenty-eight (28) days or more, notice of the adjourned meeting will be given as in the case of an original meeting.

18.8. Save as aforesaid it will not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.

18.9. A General Meeting includes a Special General Meeting.

19 VOTING AT GENERAL MEETINGS

19.1. Only Full Members of Q-LEWN can vote at a General Meeting.

19.2 Each Full Member can hold a proxy for no more than one other Full Member.

19.3. Each Full Member present may be able to cast a total of no more than two votes.

19.4. Following discussion, decisions will be made by a simple majority vote of Full Members present at the meeting including their proxy votes where applicable, except where otherwise provided in this Constitution.

19.5. The Chairperson will have both a personal deliberative vote and a casting vote where the number of votes are equal.

19.6. Generally voting may be by show of hands, but a secret ballot may be taken if so determined by a simple majority of financial Full Members present, including their proxy votes where applicable.

19.7. The instrument appointing a proxy must be in writing, in the common or usual form at the hand of the appointment or their attorney duly authorised in writing, or, if the appointer is an organisation, either under seal or under the hand of an officer or attorney duly authorised provided that:

19.7.1 a person holding a proxy must be a financial Full Member of Q-LEWN, and,

19.7.2 the instrument appointing a proxy will be deemed to confer authority to demand or join in demanding a secret ballot, and,

19.7.3 the instrument appointing the proxy will be in the following form or a form as near thereto as circumstances permit:

I
of
being a Full Member of the Q-LEWN, hereby appoint
.....
of
or failing him/her,
of
as my proxy to vote on my behalf at the (Annual) General Meeting of Q-LEWN to be held
on the day of and at any adjournment thereof.
Signed this day of (month) (year)
..... (Signature).

19.8. Where it is desired to afford Full Members an opportunity of voting for or against a resolution in the instrument appointing a proxy, the form may include:

This form is to be used in favour of/against* the resolution (strike out whichever is not desirable).

* (Unless otherwise instructed the proxy may vote as she/he thinks fit.)

19.9 The instrument appointing a proxy will be deposited with the Secretary prior to the commencement of any General Meeting or adjourned General Meeting at which the person named in the instrument proposes to vote.

20 ANNUAL GENERAL MEETINGS

20.1. The first Annual General Meeting (AGM) will be held within six (6) months of the close of Q-LEWN's first reportable financial year.

20.2. Each subsequent AGM must be held:

20.2.1. at least once each year; and

20.2.2. within 6 months after the end date of Q-LEWN's reportable financial year.

20.3. Attendees at AGMs may be members of Q-LEWN and invited guests.

20.4 The business to be transacted at every AGM will be:

20.4.1 outlining the activities of the year before, and,

20.4.2. receiving a report from the Management Committee and the statement of income and expenditure, assets and liabilities and mortgages, charges and securities affecting the property of Q-LEWN for the preceding financial year, and,

20.4.3 receiving the auditor's report upon the books and accounts for the preceding financial year (if required), and,

20.4.4. announcing the results of the election for the Management Committee for the following year, and,

20.4.5 appointing an auditor for the current financial year (if required), and,

20.4.6. any other such business as may be determined by the Management Committee such as the passing of special resolutions.

20.5. Special resolutions relate to changes Q-LEWN's legal status such as adding to, removing or changing the Constitution.

20.6. For a special resolution to be accepted, 75% of those Full Members present must vote to accept it.

21 SPECIAL GENERAL MEETINGS

The Secretary may convene a Special General Meeting:

21.1 when directed to do so by the Management Committee, or,

21.2 on the requisition in writing signed by not less than one third of the members presently on the Management Committee or not less than the number of Full Members of Q-LEWN which equals double the number of members presently on the Management Committee plus one. Such requisition shall clearly state the reasons why such a Special General Meeting is being convened and the nature of the business to be transacted thereat, or,

21.3 on being given a notice in writing of an intention to appeal against the decision of the Management Committee to reject an application for membership or to terminate the membership of Q-LEWN or the Management Committee of any person as stated in sub-sections 9.4 and 16.5.

21.4 Sections 18 and 19 above will apply to Special General Meetings.

22 CONVENING MEETINGS

22.1. Meetings include Management Committee Meetings and General Meetings.

22.2. The Secretary will convene all General Meetings of Q-LEWN as per 18.1 and 18.2.

22.3. The manner by which notice of meetings will be given may be determined by the Management Committee provided that:

22.3.1. The notice is provided to all current financial Q-LEWN members.

22.3.3. The notice clearly states the nature of the business to be discussed.

22.3.4. Notice of any meeting convened for the purpose of hearing and determining the appeal of a member (against the rejection or termination of their membership by the Management Committee) will be provided to that member in writing giving at least fourteen (14) days' notice, and, attended only by Management Committee members, the member appealing a decision and a support person they have nominated.

22.4. Any Full Member may request to attend a Management Committee Meeting by written request to the Secretary.

22.5. Full Members are entitled (subject to the lawful procedure of the meeting) to vote upon any motion at a General Meeting of QLEWN, which they are attending and/or have provided a proxy vote.

22.6. No business will be transacted at any meeting unless a simple majority of Management Committee members are in attendance to represent a quorum at the time when the meeting proceeds to business. This includes proxies provided by absent Management Committee members.

22.7. If within half an hour from the time appointed for the commencement of any meeting a quorum is not present, the meeting, if convened upon the requisition of members of the Management Committee or Q-LEWN, will lapse. In any other case it may stand adjourned to the same day in the next week at the same time and place, or to such other day at such other place as the Management Committee may determine. If at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting, the members present shall be a quorum.

22.8. Unless otherwise provided by this Constitution, at any Q-LEWN meeting the Chairperson will either facilitate the meeting or appoint a chairperson to do so.

22.9. The chairperson will maintain order and conduct the meeting in a proper manner consistent with this Constitution and the policies of Q-LEWN.

22.11. An opportunity must be made available for the full and fair discussion and exploration of every matter to be decided at the meeting.

22.12. The chairperson may, with the consent of the meeting at which a quorum is present (and will if directed by the meeting) adjourn the meeting from time to time and from place to place, but no business will be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place. When a meeting is adjourned for twenty-eight (28) days or more, notice of the adjourned meeting will be given as in the case of an original meeting. Save as aforesaid it will not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.

23 CONDUCTING MEETINGS

23.1. The Chairperson of the Management Committee is the chairperson for any Q-LEWN meeting, or in their absence, the Vice-Chairperson or another person appointed by the Chairperson.

23.2. A simple majority of the current number of Management Committee members will constitute a quorum at any Q-LEWN meeting. Proxies are included for the purpose of determining if a quorum is present.

23.3. Only Management Committee members may vote or hold a proxy (for no more than one) other member at Management Committee Meetings.

23.4. Only Full Members may vote or hold a proxy (for no more than one) other Full Member at General Meetings.

23.5. Associate, Organisational or Reciprocal Peak Body Members have the right to speak, but are not entitled to vote at General Meetings.

23.6. Following discussion, consensus decisions will be confirmed by a simple majority vote of voting members present (including their proxy votes where applicable).

23.7. The Chairperson will have both a personal deliberative vote and a casting vote where the number of votes are equal.

23.8. Generally voting may be by show of hands, but a secret ballot may be taken if so determined by a simple majority of voting Full Members present including their proxy votes where applicable.

23.9. Appointing a proxy must be in writing and provided to the Secretary prior to the commencement of any meeting or adjourned meeting at which the person named in the proxy proposes to vote.

23.10. A written proxy appointment should be formatted as per the example below:

I of
being a financial Full Member of the Queensland Lived Experience Workforce Network,
hereby appointof
or failing him/her, of
as my proxy to vote on my behalf at the (Annual) General Meeting of Q-LEWN to be held on
the day of (month) (year) and at any
adjournment thereof.

Signed this day of (month) (year)
..... (Signature).

This form is to be used in favour of/against* the resolution (strike out whichever is not desirable).

* Unless otherwise instructed the proxy may vote as she/he thinks fit.

24 RECORDS OF Q-LEWN

24.1. The Secretary will record full and accurate minutes of all questions, matters, resolutions and other proceedings of every Management Committee Meeting, General Meeting, Special General Meeting or Annual General Meeting to be maintained and open for inspection at all reasonable times by any financial member who previously applies, verbally or in writing, to the Secretary for that inspection.

24.2. For the purposes of ensuring the accuracy of the recording of such minutes, the Minutes of every Management Committee Meeting will be signed by the chairperson of that meeting or the chairperson of the next succeeding Management Committee Meeting verifying their accuracy.

24.3. Similarly, the minutes of every General Meeting will be signed by the chairperson of that meeting, or the chairperson of the next succeeding General Meeting, providing that the minutes of any Annual General Meeting may be signed by the chairperson of that meeting or the chairperson of the next succeeding General Meeting or Annual General Meeting.

24.3. The Management Committee will provide for the safe custody of books, documents, instruments of title and securities of Q-LEWN.

25 AMENDMENTS TO THIS CONSTITUTION

25.1. Subject to the provisions of the *Association Incorporation Act 1981*, this Constitution may be amended, repealed, or added to from time to time by a special resolution carried at a General Meeting. However, an amendment, repeal or addition is valid only if it is registered by the chief executive and approved by the relevant state department with administrative oversight of the Associations Incorporation Act 1981:

25.2. Proposals for amendments must be submitted in writing to the Secretary of Q-LEWN not less than twenty-eight (28) days prior to the General Meeting, for circulation to the membership not less than fourteen (14) days prior to the General Meeting.

25.3. Any change to this Constitution shall require a 2/3 majority vote of financial members present including their proxy votes where applicable.

26 COMMON SEAL

26.1 The Management Committee must ensure the association has a common seal.

26.2 The common seal must be kept securely by the Management Committee and used only under authority of the Management Committee.

26.3 Each instrument to which the seal is attached must be signed by a member of the Management Committee and countersigned by

- a) The secretary; or
- b) Another member of the Management Committee; or
- c) Someone authorised by the Management Committee

27 FINANCIAL MANAGEMENT OF Q-LEWN

27.1. The financial year of Q-LEWN will close on 30 June each year.

27.2. The funds of Q-LEWN will be deposited in the name of Q-LEWN in such bank or financial institution as the Management Committee may from time to time direct.

27.3. The bank or financial institution where the funds of Q-LEWN are held will require two signatories to withdraw funds or write cheques as the Management Committee directs.

27.4. Proper books of account will be kept and maintained by the Treasurer either in written or printed form in the English language correctly showing the financial affairs of Q-LEWN and the particulars usually shown in books of a like nature.

27.5. The Management Committee will approve an Annual Budget at the commencement of each financial year.

27.6. All expenditure requiring a variation to this Annual Budget will be approved in advance by the Management Committee.

27.7. The Treasurer will ensure that an accurate report of the financial situation of the Network is presented at each meeting of the Management Committee.

27.8. As soon as practicable after the end of each financial year the Treasurer will:

27.8.1 cause to be prepared a statement containing particulars of the income and expenditure for the financial year just ended, and,

27.8.2 the assets and liabilities and all mortgages, charges and securities affecting the property of Q-LEWN at the close of that year.

27.9. All such statements must be examined by the Auditor who shall present her/his report upon such audit to the Secretary prior to the holding of the next Annual General Meeting following the financial year in respect of which such audit was made.

27.10. The income and property of Q-LEWN will be used and applied solely in promotion of its objects and in the exercise of its powers as set out herein and no portion thereof may be distributed, paid or transferred directly or indirectly by way of dividend, bonus or otherwise by way of profit to or amongst the members of Q-LEWN provided that nothing herein will prevent in good faith or interest payment to any member in respect of monies advanced by them to Q-LEWN or otherwise owing by Q-LEWN to them or of remuneration to any officers or servants of Q-LEWN or to any member of Q-LEWN or other person in return for any services rendered to Q-LEWN provided further that nothing herein contained shall be construed so as to the prevent repayment to any member of out-of-pocket expenses, money lent, reasonable and proper charges for goods hired by Q-LEWN or reasonable and proper rent for premises demised or let to Q-LEWN.

27.11. The custody of the books, documents, instruments of title and securities of the incorporated association will be held by the Treasurer.

28 DISTRIBUTION OF SURPLUS ASSETS

28.1 If Q-LEWN shall be wound up in accordance with the provisions of the Associations Incorporation Act 1981 and there remains after satisfaction of all its debts and liabilities any property whatsoever, the same will not be paid to or distributed among the members of Q-LEWN, but may be given or transferred to some other institution or institutions having objects similar to the Objects of Q-LEWN, and which will prohibit the distribution of its or their income and property amongst its or their members to an extent at least as great as is

imposed on Q-LEWN under or by virtue of sub-section 23.9, such institution or institutions to be determined by the members of Q-LEWN at a General Meeting.

29 INDEMNIFICATIONS OF STAFF AND MEMBERS

29.1 Q-LEWN will be responsible for the authorised acts of its employees, officers, agents and Management Committee Members and will indemnify them in respect of payments made and liabilities incurred by them, if the acts, payment and liabilities were:

29.1.1 performed, made or incurred by them within the scope of their authority, and

29.1.2 in the ordinary and proper conduct of Q-LEWN business, and,

29.1.3 in or about anything done by them for the preservation of the activities, property, management or business of Q-LEWN.

29.2. Q-LEWN may, subject to the provisions contained in section 29.1 of this Constitution, indemnify any of the persons mentioned in that paragraph against liability for any loss or damage which may occur whilst they are acting in good faith and within the scope of their authority though the loss or damage may have occurred by reason of negligence, a reasonable mistake, error or oversight or omission on their part.