

Corporations Act 2001 (Cth)
Public Company Limited by Guarantee

**New South Wales
State Emergency Service
Volunteers Association Ltd.
ACN 163 753 535**

**REGULATIONS RELATING TO THE ESTABLISHMENT
AND CONDUCT OF AREA REPRESENTATION**

Area Regulations

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NSW State Emergency Service Volunteers Association Area Regulations

These regulations are made by the Company pursuant to Clause 53(d) and 53(e) of the Constitution of the Company and will become effective from the date of issue.

Preliminary

1. Definitions

In these Regulations:

Area means the geographic or demographic area as detailed in Schedule 1 of these Area Regulations, subject to approval by the Board, and as amended from time to time.

Area Associate member means a NSW SES volunteer who is accepted by the Board as an Associate member in the relevant Area and has been admitted as an Associate member in accordance with the Associate member Regulations and these Area Regulations.

Area Regulations means the NSW State Emergency Service Volunteers Association Regulations relating to the establishment and conduct of Area representation (or equivalent document, by whatever name called).

Area Representative means the elected individual who represents an Area on the Volunteers Council.

Associate member has the meaning set out in the Constitution.

Associate member Regulations means the NSW State Emergency Service Volunteers Association Regulations relating to the application for and acceptance of Associate members (or equivalent document, by whatever name called).

Board means the Directors of the Company from time to time.

Business Day means a day except a Saturday, Sunday or public holiday in the state or territory in New South Wales.

Company means New South Wales State Emergency Service Volunteers Association (ACN 163 753 535).

Constitution means the constitution of the Company.

Corporations Act means the Corporations Act 2001 (Commonwealth).

Director has the meaning set out in the Constitution.

District means that area covering several SES Units within an Area.

District Coordinator means a person who, being an Associate member, is appointed in the relevant District.

Inconsistent Office means a directorship or senior management position in, or consultancy or similar arrangement with, a company or other legal entity that represents or is a supplier to the Company whereby appointment would be seen as being a conflict of interest by way of receiving fees or benefits from such an association.

Manuals, Policies and Procedures means all manuals, policies, bulletins, directives, guidelines or similar documents in any form, or made available electronically or by any other medium, by the Company in any way relating to the performance, obligations, operation or management of the

Company as advised, updated and replaced from time to time and whether issued before or after the commencement of the Constitution.

Member has the meaning set out in the Constitution.

Notice means a notice given pursuant to, or for the purposes of, the Constitution or the Corporations Act.

NSW SES Volunteer means a volunteer member of the NSW SES.

Office means the registered office of the Company.

Officer has the meaning set out in the Constitution.

President has the meaning set out in the Constitution.

Regulation has the meaning set out in the Constitution.

Secretary or Company Secretary has the meaning set out in the Constitution.

SES and NSW SES means the NSW State Emergency Service.

Unit means those SES locations linked to the membership of NSW SES Volunteers, which includes NSW SES Units and NSW SES Regional Headquarters.

Unit Coordinator means a person who, being an Associate member, is appointed in the relevant SES Unit.

Volunteer Issues has the meaning set out in the Constitution.

Volunteers Council means the body established in accordance with the Constitution and these Area Regulations.

2. Interpretation

Unless the context indicates a contrary intention, in these Area Regulations:

- (a) Headings are for convenience only and do not affect interpretation.
- (b) A word importing the singular includes the plural (and vice versa).
- (c) A word indicating a gender includes every other gender.
- (d) If a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning.
- (e) The words "includes" or "excludes" in any form is not a word of limitation.
- (f) A reference to something being "written" or "in writing" includes that thing being represented or reproduced in any mode in a visible form.
- (g) A notice or document required by these Area Regulations to be signed may be authenticated by any other manner permitted by the Corporations Act or any other law.
- (h) A reference to any law or legislation or legislative provision includes any statutory modification, amendment or re-enactment, and any subordinate legislation or regulations issued under that legislation or legislative provision, in either case whether before, on or after the date of these Area Regulations.
- (i) A reference to any agreement or document is to that agreement or document as amended, novated, supplemented or replaced from time to time.
- (j) A reference to a Clause, part, schedule or attachment is a reference to a Clause, part,

schedule or attachment of or to these Area Regulations unless otherwise stated.

- (k) An expression importing a natural person includes any company, trust, partnership, joint venture, association, body corporate or public authority.
 - (l) A reference to 'dollars' or '\$' means Australian dollars.
 - (m) A reference to a time of day means that time of day in the place where the Office is located.
 - (n) Where a period of time is specified and dates from a given day or the day of an act or event it must be calculated exclusive of that day.
 - (o) A term of these Area Regulations which has the effect of requiring anything to be done on or by a date which is not a Business day must be interpreted as if it required it to be done on or by the next Business day.
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3. Application of Corporations Act

- (a) Unless the context indicates a contrary intention, in these Area Regulations:
 - (i) A reference to the Corporations Act is to the Corporations Act in force in relation to the Company after taking into account any waiver, modification or exemption which is in force either generally or in relation to the Company.
 - (ii) A word or phrase given a meaning in the Corporations Act has the same meaning in these Area Regulations where it relates to the same matters as the matters for which it is defined in the Corporations Act, unless that word or phrase is otherwise defined in these Area Regulations.
 - (b) The replaceable rules in the Corporations Act do not apply to the Company.
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4. Enforcement and Constitutional Changes

- (a) Each Director, Member and Associate member is bound by the terms of these Area Regulations.
- (b) Each Director, Member and Associate member submits to the non-exclusive jurisdiction of the courts of New South Wales, the Federal Court of Australia and the courts competent to determine appeals from those courts with respect to any proceedings that may be brought at any time relating to these Area Regulations.
- (c) If at any time any provision of these Area Regulations is or becomes illegal, invalid or unenforceable in any respect pursuant to the law of any jurisdiction, then that does not affect or impair:
 - (i) The legality, validity or enforceability in that jurisdiction of any other provision of these Area Regulations.
 - (ii) The legality, validity or enforceability pursuant to the law of any other jurisdiction of that or any other provision of these Area Regulations.
- (d) In accordance with Clause 53(d) of the Constitution the Board may (without the approval of the Members) from time to time, make, amend or repeal these Area Regulations as it considers necessary or convenient in relation to the affairs of the Company, but no such regulation or amendment will be of any force or effect unless it is consistent with the Corporations Act and the Constitution.

- (e) In the event of an inconsistency between the Constitution and these Area Regulations, the provisions of the Constitution shall apply to the extent of the inconsistency.

Areas

5. Area Roles

- (a) Each Area is a geographic or demographic area as specified in Schedule 1 to these Area Regulations.
 - (b) The Area Representatives are intended to create consultative groups via their District and Unit Coordinators and will provide input and recommendations to the Volunteers Council.
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6. Creation of New Areas and Changes to Existing Areas

- (a) The Board may vary or replace the existing Areas from time to time, including the addition or deletion of Areas.
- (b) Upon the amendment to any Area, the President and/or the Company Secretary must advise all Members and Associate members who are affected by the amendments.
- (c) In the event of the creation of new Areas and/or changes to existing Areas, the Board has total discretion to:
 - (i) Hold appropriate elections for the appointment of Area Representative(s) for a new or amended Area(s); and/or
 - (ii) Appoint any current Area Representative to a new or amended Area.

Area Representatives

7. Number and Appointment of Area Representatives

- (a) An Area Representative may only hold this one position. However if approved by the Board, an Area Representative may hold up to one other official position in addition to their position as an Area Representative, within those stated below:
 - (i) District Coordinator
 - (ii) Unit Coordinator
 - (b) An Area Representative cannot also be a Director.
 - (c) An Area Representative must be an Associate member from within that Area to be nominated and hold the position of an Area Representative.
 - (d) An Area Representative must not hold an Inconsistent Office.
 - (e) Only one individual may act as an Area Representative per Area.
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8. Area Representative Categories

- (a) Each Area Representative, upon election or appointment (as the case may be), must be assigned a 'category', being either 'Group A', 'Group B' or 'Group C', for the purposes of determining the Area Representative's indicative term of office (subject to the other provisions of this Clause 8 and the manner in which Area Representatives will retire from office) as per the Areas and the categories listed in Schedule 2.
- (b) The Area Representatives of the Company have been assigned categories as per Schedule

2. Subject to Clause 8(c), each subsequent Area Representative who is elected will be assigned the category applicable to the Area Representative whom they are replacing, if applicable. Otherwise, the category to be assigned to the Area Representative will be determined by the Board with reference to the following principles:

- (i) Wherever possible there should be an identical number of Area Representatives assigned to each category holding office.
 - (ii) Where this cannot be achieved (because the number of Area Representatives for the time being is not evenly divisible by three) the category must be assigned as follows:
 - A. Where one category has fewer Area Representatives assigned to it than the other categories, that category.
 - B. Otherwise, the category must be determined randomly from among the least-represented categories for the time being.
- (c) An Area Representative who is re-elected will retain their existing category.
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9. Elections

- (a) For the first Area Representatives on the establishment of the Area Representative positions the position will be assumed by the existing Regional Representative to the Company until their period of appointment as the Regional Representative expires at which time a new Area election will take place in accordance with these Area Regulations.
- (b) For subsequent appointments as Area Representatives, positions will be filled by Area elections in accordance with these Area Regulations.
- (c) For each Area Representative assigned the category that is due to retire at the next annual general meeting of the Company, Area Representative elections must be convened and held at a reasonable period prior to that annual general meeting so as to facilitate the election (or re-election, if applicable). Subject to the Constitution, the Area Representative who is elected (or re-elected) at that election is simultaneously appointed as a Member under the Constitution.
- (d) An Area Representative who is elected will hold office for a period ending at the close of the annual general meeting of the Company determined in accordance with Clause 8 for that category.
- (e) In accordance with Clause 18 of the Constitution:
 - (i) With the exclusion of Directors and Officers who will remain independent of an Area, each Member is elected as an Area Representative of a single Area and is entitled to participate in activities in that Area (including Area meetings) in accordance with the Constitution and these Area Regulations.
 - (ii) In the event of a query or dispute regarding which Area a Member is located in, the Board will make the final determination, which will be binding on all persons.
- (f) Area Representatives will be appointed using a preferential voting system in accordance with the processes detailed within these Area Regulations and the following processes:
 - (i) Each applicant wishing to nominate to become an Area Representative must sign and deliver to the Board a nomination form in the form which the Board determines, and pay any initial fee which the Board determines.
 - (ii) The Board determines in their absolute discretion whether an applicant may

nominate to become an Area Representative.

- (iii) If a nomination to become an Area Representative is accepted by the Board, the Company must give written notice of the acceptance to the applicant and enter the applicant's name on the Area ballot paper for the ensuing election.
- (iv) If an application to become an Area Representative is rejected by the Board, the Board must give written notice of the rejection to the applicant and refund in full the fee (if any) paid by the applicant. The Board is not required to give any reason for the rejection of any nomination to become an Area Representative.
- (v) If there is more than one nomination to become an Area Representative, the Associate members in that Area will elect an Area Representative by ballot using a preferential voting system.
- (vi) Failure by the Board to comply with any notice requirement in this Clause 9 does not invalidate the decision regarding a nomination.

10. Term of Office and Retirement of Area Representatives

- (a) Subject to the other provisions of these Area Regulations, it is intended that:
 - (i) Area Representatives will not retire by rotation.
 - (ii) Area Representatives having the same Area Representative category will retire from office at the close of each third annual general meeting, with only a single Area Representative category falling due for retirement in any calendar year.
 - (iii) At every annual general meeting of the Company, the Area Representatives who must retire from office are all of the Area Representatives for the time being that are assigned the applicable Area Representatives category (namely, 'Group A', 'Group B' or 'Group C') as determined in accordance with Clause 8 and Schedules 1 and 2.
- (b) An Area Representative retiring at an annual general meeting may act as an Area Representative until the conclusion of that meeting and is eligible for re-appointment to the extent permitted by law, and the Constitution and these Area Regulations.
- (c) An Area Representative may retire from office by giving notice in writing to the Board of that Area Representative's intention to retire. A notice of resignation takes effect at the time which is the later of the time of giving the notice to the Board and the expiration of the period, if any, specified in the notice.

11. Termination of Office

A person ceases to be an Area Representative if:

- (a) The person is absent from at least three consecutive Member meetings without the written consent of the Board.
- (b) The person resigns by notice in writing to the Board;
- (c) The person is removed from Membership pursuant to the Corporations Act;
- (d) The person becomes of unsound mind or a person whose property is liable to be dealt with pursuant to a law about mental health;
- (e) The person is not permitted to be a Member, or to manage a corporation, pursuant to the Corporations Act.

- (f) The person ceases to be an Associate member within that Area.
 - (g) The person's office as Area Representative is vacated in accordance with Clause 13.
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12. Alternate Area Representatives

- (a) An Area Representative may, with Board approval, appoint an alternate Area Representative for that Area Representative for any period.
 - (b) The appointing Area Representative may terminate the appointment of their alternate Area Representative at any time.
 - (c) A notice of appointment, or termination of appointment, of an alternate Area Representative by the appointing Area Representative is effective only if the notice is in writing and signed by that Area Representative and is effective when given to the Board.
 - (d) An alternate Area Representative is entitled to receive notice of meetings of Members and, subject to these Area Regulations, the Constitution and the Corporations Act, to attend, speak, be counted in the quorum of, and vote at a meeting of Members at which their appointing Area Representative is not present.
 - (e) Subject to these Area Regulations, the Constitution, the Corporations Act and the instrument of appointment of an alternate Area Representative, an alternate Area Representative may exercise all the powers (except the power pursuant to Clause 12(a)) of an Area Representative, to the extent that their appointing Area Representative has not exercised them. For the avoidance of doubt, an alternate Area Representative is not a Member.
 - (f) The position of an alternate Area Representative is terminated if the appointing Area Representative ceases to be an Area Representative.
 - (g) Subject to Clause 7 of the Constitution, the Company is not required to pay any remuneration or benefit to an alternate Area Representative.
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13. Interests of Area Representatives

- (a) An Area Representative is not disqualified by reason only of being an Area Representative (or the fiduciary obligations arising from that position) from:
 - (i) Holding an office (except auditor) or place of profit or employment in the Company or a related body corporate of the Company.
 - (ii) Holding an office or place of profit or employment in any other company, body corporate, trust or entity promoted by the Company or in which it has an interest.
 - (iii) Being a member, creditor or otherwise be interested in any body corporate (including the Company), partnership or entity, except auditor of the Company.
 - (iv) Entering into any agreement or arrangement with the Company.
 - (v) Acting in a professional capacity (or being a member of a firm which acts in a professional capacity) for the Company, except as auditor of the Company.
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14. Area Representatives – Position Purpose

- (a) An Area Representative is obliged to act in the best interests of the Company as a whole, not just the interests of the Area that elected them.

- (b) An Area Representative must act as the focal point to receive and represent to the Volunteers Council the opinions, views, concerns and suggestions of the NSW SES Volunteers as provided through the Area chain-of-command.
- (c) An Area Representative has responsibility for implementing the Board and Volunteers Council decisions as well as promoting the benefits, objectives and policies of the Company.
- (d) An Area Representative is required to provide a support and mentoring role to the District Coordinators who report to them.
- (e) An Area Representative is required to make efforts to establish a good working relationship with the Region Controller/s and other RHQ staff/volunteers in their Area in order to be able to effectively carry out the duties of this role.

15. Meetings and Decision Making Powers of Area Representatives

- (a) Unless directed otherwise by the Board in relation to a specific matter, each Area Representative may determine, after consultation with the Board, the Area's position themselves or seek input from the Area's District Coordinators, Unit Coordinators or from all or some of the Area Associate members. If input is to be obtained, then this can be conducted in any manner determined by the Area Representative including:
 - (i) A meeting of the Area District Coordinators.
 - (ii) A meeting of the Area District and Unit Coordinators.
 - (iii) A meeting of Area Associate members.
 - (iv) Postal, telephone or other communication and feedback method within this Area covering:
 - A. District Coordinators and/or
 - B. Unit Coordinators and/or
 - C. Area Associate members.
- (b) Where Area District Coordinators, Unit Coordinators or all Area Associate members are asked to vote on a matter, voting rules will be in accordance with any voting methodology advised by the Board.
- (c) Special meetings within an Area can be requested by the Board, which request will not be unreasonably refused.
- (d) Any 3 of the District or Unit Coordinators upon making a written request to the Area Representative may call a special meeting within an Area.
- (e) Wherever possible, District and Unit Coordinators should be notified of any Area meeting that require their involvement giving 10 business days' notice prior to the meeting date.
- (f) Notices of all meetings within an Area shall specify the purposes of the meeting and provide a written agenda.
- (g) Members of the Board may, as observers, attend any meeting within an Area.
- (h) For Area meetings that require voting or the passing of a resolution a quorum for such to occur shall consist of 60% of its members ie; District Coordinators and Unit Coordinators.
- (i) If a quorum is not present within half an hour from the time appointed for the meeting (or a

longer period allowed by the Area Representative), the meeting must stand adjourned to the same day in the next week at the same time and place, or to another day and at another time and place reasonably determined by the Area Representative.

- (j) In the event that a District Coordinator or Unit Coordinator is unable to attend they may give a written proxy to another attending District Coordinator or Unit Coordinator.
 - (k) District Coordinators or Unit Coordinators attending by proxy do count in terms of determining numbers for a quorum.
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16. Unrepresented Area - Filling of Vacancies

- (a) Vacancies occurring within an Area for an Area Representative, for whatever reason, will be filled by a new election among the relevant Associate members within that Area, to be conducted as soon as possible after the vacancy occurs.
- (b) If the vacancy occurs in the position as an Area Representative and cannot be filled in accordance with the above process (e.g. because there are no suitable candidates for election in that Area), as an interim measure the Board may appoint an Associate member from within that Area to serve as the “acting Area Representative” until an Area Representative is elected by the Associate members of the respective Area.
- (c) An acting Area Representative may exercise all of the powers of an Area Representative under these regulations with the exception that an acting Area Representative is not a Member for the purposes of the Constitution.
- (d) The acting Area Representative must assist the Board to facilitate an Area election for that Area if requested.
- (e) The acting Area Representative will cease to hold that position (and all related powers associated with it under these regulations) upon the election of a new Area Representative for that Area.
- (f) The Board may by written notice remove an acting Area Representative from such office at any time, without disruption to any other office that the individual may hold.

Volunteers Council

17. Purpose of Volunteers Council

- (a) The purpose of the Volunteers Council is to:
 - (i) Discuss Volunteer Issues;
 - (ii) Facilitate communication between the Directors and Area Representatives; and
 - (iii) Provide recommendations to the Board on matters including the provision of Unit grants and scholarships.
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18. Composition of Volunteers Council

- (a) The Volunteers Council will consist of:
 - (i) Directors; and
 - (ii) Area Representatives (including any other persons invited in accordance with the Constitution).
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19. Volunteers Council Meetings

- (a) For each meeting of the Volunteers Council, the chairperson will be determined in accordance with the procedure at Clause 26 of the Constitution.
 - (b) The Board may, at its discretion, schedule meetings of the Volunteers Council providing at least 21 days' notice.
 - (c) The Board will schedule a meeting of the Volunteers Council when the majority of the Volunteers Council requests in writing that a meeting be called.
 - (d) A meeting requested in accordance with sub-clause (c) will be held within 21 days of the request.
 - (e) A person's attendance at a Volunteers Council meeting waives any objection which that person may have had to a failure to give notice, or the giving of a defective notice, of the meeting, unless the person at the beginning of the meeting objects to the holding of the meeting.
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20. Activities of the Volunteers Council

- (a) The Volunteers Council will discuss Volunteer Issues only.
- (b) As determined from time to time the Board will consider recommendations of the Volunteers Council at their next meeting of Directors including recommendations on Unit grants and scholarships.

Districts

21. District Roles

- (a) Each District is a geographic or demographic area within an Area.
 - (b) The Associate members in each District may have separate and distinct views on issues from those of other Districts. It is therefore important for the achievement of the Company objectives that the views of Associate members of a District are sought on particular issues and that appropriate levels of communication with Associate members are undertaken.
 - (c) The District Coordinators are intended to create consultative groups via their Unit Coordinators and will provide input and recommendations to their Area Representative.
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22. Creation of New Districts and Changes to Existing Districts

- (a) The Board may vary or replace existing Districts from time to time, either as a result of variations to Areas or independently of any variations to Areas.
- (b) Upon the amendment to any District, the President and/or the Company Secretary must advise all Members and Associate members who are affected by the amendments.
- (c) In the event of the creation of new Districts and/or changes to existing Districts, the Board has total discretion to:
 - (i) Hold appropriate elections for the appointment of District Coordinator(s) for a new or amended District(s); and/or
 - (ii) Appoint any current District Coordinator to a new or amended District.

District Coordinators

23. Number and Appointment of District Coordinators

- (a) A District Coordinator may only hold this one position. However if approved by the Board, a District Coordinator may hold up to one other official position in addition to their position as a District Coordinator, within those stated below:
 - (i) Area Representative
 - (ii) Unit Coordinator
 - (b) A District Coordinator will report to the Area Representative within the relevant Area.
 - (c) A District Coordinator cannot also be a Director.
 - (d) A District Coordinator must be an Associate member from within that District to be nominated and hold the position of a District Coordinator.
 - (e) A District Coordinator must not hold an Inconsistent Office.
 - (f) Only one individual may act as a District Coordinator per District.
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24. District Coordinator Categories

- (a) Each District Coordinator, upon election or appointment (as the case may be), must be assigned a 'category', being either 'Group A', 'Group B' or 'Group C', for the purposes of determining the District Coordinator's indicative term of office (subject to the other provisions of this Clause 24 and the manner in which District Coordinators will retire from office) as per the Areas (within which each District is located) and the categories listed in Schedule 2.
 - (b) The District Coordinators of the Company have been assigned categories as per Schedule 2. Subject to Clause 24(c), each subsequent District Coordinator who is elected will be assigned the category applicable to the District Coordinator whom they are replacing, if applicable. Otherwise, the category to be assigned to the District Coordinator will be determined by the Area grouping and category within which the District is located.
 - (c) A District Coordinator who is re-elected will retain their existing category.
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25. Elections

- (a) For the first District Coordinators on the establishment of the District Coordinators positions, the position will be assumed by the existing District Representative to the Company until their period of appointment as the District Representative expires at which time a new District election will take place in accordance with these Area Regulations.
- (b) For subsequent appointment as District Coordinators, positions will be filled by District elections in accordance with these Area Regulations.
- (c) For each District Coordinator assigned the category that is due to retire at the next annual general meeting of the Company, the District Coordinator elections must be convened and held at a reasonable period prior to that annual general meeting so as to facilitate the election (or re-election, if applicable).
- (d) A District Coordinator who is elected will hold office for a maximum period ending at the close of the annual general meeting of the Company determined in accordance with Clause 24 for that category.

- (e) In the event of a query or dispute regarding which District an Associate member is located in, the Board will make the final determination, which will be binding on all persons.
 - (f) Where elections are conducted, District Coordinators will be appointed using a Preferential voting system, with the processes detailed within these Area Regulations and the following processes:
 - (i) Each applicant wishing to nominate to become a District Coordinator must sign and deliver to the Board a nomination form in the form which the Board determines, and pay any initial fee which the Board determines.
 - (ii) The Board determines in their absolute discretion whether an applicant may nominate to become a District Coordinator.
 - (iii) If a nomination to become a District Coordinator is accepted by the Board, the Board must give written notice of the acceptance to the applicant and enter the applicant's name on the District ballot paper for the ensuing election.
 - (iv) If a nomination to become a District Coordinator is rejected by the Board, the Board must give written notice of the rejection to the applicant and refund in full the fee (if any) paid by the applicant. The Board is not required to give any reason for the rejection of any application to become a District Coordinator.
 - (v) If there is more than one nomination to become a District Coordinator, the Associate members in that District will elect a District Coordinator by ballot using a preferential voting system.
 - (vi) Failure by the Board to comply with any notice requirement in this Clause 25 does not invalidate the decision regarding a nomination.
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26. Term of Office and Retirement of District Coordinators

- (a) Subject to the other provisions of these Area Regulations, it is intended that:
 - (i) District Coordinators will not retire by rotation.
 - (ii) District Coordinators having the same District Coordinator category will retire from office at the close of each third annual general meeting, with only a single District Coordinator category falling due for retirement in any calendar year.
 - (iii) At every annual general meeting of the Company, the District Coordinators who must retire from office are all of the District Coordinators for the time being that are assigned the applicable District Coordinators category (namely, 'Group A', 'Group B' or 'Group C') as determined in accordance with Clause 24 and Schedules 1 and 2.
 - (b) A District Coordinator retiring at an annual general meeting may act as a District Coordinator until the conclusion of that meeting and is eligible for re-appointment to the extent permitted by law, and the Constitution and these Area Regulations.
 - (c) A District Coordinator may retire from office by giving notice in writing to the Board of that District Coordinator's intention to retire. A notice of resignation takes effect at the time which is the later of the time of giving the notice to the Board and the expiration of the period, if any, specified in the notice.
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27. Termination of Office

A person ceases to be a District Coordinator if:

- (a) The person resigns by notice in writing to the Board;
 - (b) The person becomes of unsound mind or a person whose property is liable to be dealt with pursuant to a law about mental health;
 - (c) The person ceases to be an Associate member within that District of the Company.
 - (d) The person's office as District Coordinator is vacated in accordance with Clause 26.
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28. Alternate District Coordinator

- (a) A District Coordinator may, with Board approval appoint an alternate District Coordinator for that District Coordinator for any period.
 - (b) The appointing District Coordinator may terminate the appointment of their alternate District Coordinator at any time.
 - (c) A notice of appointment, or termination of appointment, of an alternate District Coordinator by the appointing District Coordinator is effective only if the notice is in writing and signed by that District Coordinator and is effective when given to the Board.
 - (d) An alternate District Coordinator is entitled to receive notice of Area meetings, subject to these Area Regulations, the Constitution and the Corporations Act, to attend, speak, be counted in the quorum of, and vote at an Area meeting at which their appointing District Coordinator is not present.
 - (e) Subject to these Area Regulations, the Constitution, the Corporations Act, and the instrument of appointment of an alternate District Coordinator, an alternate District Coordinator may exercise all the powers (except the power pursuant to Clause 28(a)) of a District Coordinator, to the extent that their appointing District Coordinator has not exercised them.
 - (f) The position of an alternate District Coordinator is terminated if the appointing District Coordinator ceases to be a District Coordinator.
 - (g) Subject to Clause 7 of the Constitution, the Company is not required to pay any remuneration or benefit to an alternate District Coordinator.
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29. Interests of District Coordinators

- (a) A District Coordinator is not disqualified by reason only of being a District Coordinator (or the fiduciary obligations arising from that position) from:
 - (i) Holding an office (except auditor) or place of profit or employment in the Company or a related body corporate of the Company.
 - (ii) Holding an office or place of profit or employment in any other company, body corporate, trust or entity promoted by the Company or in which it has an interest.
 - (iii) Being a member, creditor or otherwise be interested in any body corporate (including the Company), partnership or entity, except auditor of the Company.
 - (iv) Entering into any agreement or arrangement with the Company.
 - (v) Acting in a professional capacity (or being a member of a firm which acts in a professional capacity) for the Company, except as auditor of the Company.
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30. District Coordinators – Position Purpose

- (a) A District Coordinator is obliged to act in the best interests of the Company as a whole, not just the interests of the District that elected them.
 - (b) A District Coordinator must act as the link between the Area Representative and the Unit Coordinators and to be the conduit for the opinions, views, concerns and suggestions of the NSW SES Volunteers as provided through the Area chain-of-command.
 - (c) A District Coordinator has responsibility for implementing the Board and Volunteers Council decisions as well as promoting the benefits, objectives and policies of the Company.
 - (d) A District Coordinator is required to provide a support and mentoring role to the Unit Coordinators who report to them.
 - (e) A District Coordinator may also be required by the Board to perform the role of Unit Coordinator for Units that do not have a Unit Coordinator within their District.
 - (f) A District Coordinator is required to make efforts to establish a good working relationship with all Local/Unit Controllers located within their District. They are also required to establish working relationships with the Area Representative, Region Controller/s and other RHQ staff/volunteers relevant to their District in order to be able to effectively carry out the duties of this role.
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31. Meetings and Decision Making Powers of District Coordinators

- (a) Unless directed otherwise by the Board in relation to a specific matter, a District Coordinator is to act as the link between the Area Representative and the Unit Coordinators and to be the conduit for the opinions, views, concerns and suggestions of the NSW SES Volunteers as provided through the Area chain-of-command.
- (b) Where District Unit Coordinators or all District Associate members are asked to vote on a matter, voting rules will be in accordance with any voting methodology advised by the Board.
- (c) Special meetings within a District can be requested by the Board, which request will not be unreasonably refused.
- (d) Any 3 of the Unit Coordinators upon making a written request to the Area Representative or District Coordinator may call a special meeting within a District.
- (e) Wherever possible, District and Unit Coordinators should be notified of any Area meeting that require their involvement giving 10 business days' notice prior to the meeting date.
- (f) Notices of all meetings within a District shall specify the purposes of the meeting and provide a written agenda.
- (g) Members of the Board may, as observers, attend any meeting within a District.
- (h) For District meetings that require voting or the passing of a resolution a quorum for such to occur shall consist of 60% of its members ie; Unit Coordinators.
- (i) If a quorum is not present within half an hour from the time appointed for the meeting (or a longer period allowed by the District Coordinator), the meeting must stand adjourned to the same day in the next week at the same time and place, or to another day and at another time and place reasonably determined by the District Coordinator.
- (j) In the event that a Unit Coordinator is unable to attend they may give a written proxy to another person.
- (k) Unit Coordinators sending a proxy do count in terms of determining numbers for a quorum.

32. Unrepresented District - Filling of Vacancies

- (a) Vacancies occurring within a District for a District Coordinator, for whatever reason, will be filled by a new election among relevant Associate members within the District, to be conducted as soon as possible after the vacancy occurs.
- (b) If the vacancy occurs in the position as a District Coordinator and cannot be filled in accordance with the above process (e.g. because there are no suitable candidates for election in that District), as an interim measure the Board may appoint an Associate member from within that District to serve as the “acting District Coordinator” until a District Coordinator is elected by the Associate members of the respective District.
- (c) An acting District Coordinator may exercise all of the powers of a District Coordinator under these regulations.
- (d) The acting District Coordinator must assist the Board to facilitate a District election for that District if requested.
- (e) The acting District Coordinator will cease to hold that position (and all related powers associated with it under these regulations) upon the election of a new District Coordinator for that District.
- (f) The Board may by written notice remove an acting District Coordinator from such office at any time, without disruption to any other office that the individual may hold.

Unit Coordinators

33. Number and Appointment of Unit Coordinators

- (a) A Unit Coordinator may only hold this one position. However if approved by the Board, a Unit Coordinator may hold up to one other official position in addition to their position as a Unit Coordinator, within those stated below:
 - (i) Area Representative
 - (ii) District Coordinator
- (b) A Unit Coordinator will report to the District Coordinator within the relevant Area.
- (c) A Unit Coordinator cannot also be a Director.
- (d) A Unit Coordinator must be an Associate member from within that Unit to be nominated and hold the position of a Unit Coordinator.
- (e) A Unit Coordinator must not hold an Inconsistent Office.
- (f) Only one individual may act as a Unit Coordinator per Unit.

34. Unit Coordinator Categories

- (a) Each Unit Coordinator, upon election, must be assigned a 'category', being either 'Group A', 'Group B' or 'Group C', for the purposes of determining the Unit Coordinator's indicative term of office (subject to the other provisions of this Clause 34 and the manner in which Unit Coordinators will retire from office) as per the Areas defined in Schedule 1 (within which each Unit is located) and the categories listed in Schedule 2.
- (b) The Unit Coordinators of the Company have been assigned categories as per Schedule 2. Subject to Clause 34(c), each subsequent Unit Coordinator who is elected will be assigned

the category applicable to the Unit Coordinator whom they are replacing, if applicable. Otherwise, the category to be assigned to the Unit Coordinator will be determined by the Area grouping and category within which the Unit is located.

- (c) A Unit Coordinator who is re-elected will retain their existing category.
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35. Elections

- (a) For the first Unit Coordinators on the establishment of the Unit Coordinators position, the position will be assumed by the existing Unit Representative to the Company until their period of appointment as the Unit Representative expires at which time a new Unit election will take place in accordance with these Area Regulations.
- (b) For subsequent appointment as Unit Coordinators, positions will be filled by Unit elections in accordance with these Area Regulations.
- (c) For each Unit Coordinator assigned the category that is due to retire at the next annual general meeting of the Company, the Unit Coordinator elections must be convened and held at a reasonable period prior to that annual general meeting so as to facilitate the election (or re-election, if applicable).
- (d) A Unit Coordinator who is elected will hold office for a period ending at the close of the annual general meeting of the Company determined in accordance with Clause 34 for that category.
- (e) In the event of a query or dispute regarding which Unit an Associate member is located in, the Board will make the final determination, which will be binding on all persons.
- (f) Where elections are conducted, Unit Coordinators will be appointed using a preferential voting system in accordance with the processes detailed within these Area Regulations and the following processes:
- (i) Each applicant wishing to nominate to become a Unit Coordinator must sign and deliver to the Board a nomination form in the form which the Board determines, and pay any initial fee which the Board determines.
 - (ii) The Board determines in their absolute discretion whether an applicant may nominate to become a Unit Coordinator.
 - (iii) If a nomination to become a Unit Coordinator is accepted by the Board, the Board must give written notice of the acceptance to the applicant and enter the applicant's name on the Unit ballot paper for the ensuing election.
 - (iv) If a nomination to become a Unit Coordinator is rejected by the Board, the Board must give written notice of the rejection to the applicant and refund in full the fee (if any) paid by the applicant. The Board is not required to give any reason for the rejection of any nomination to become a Unit Coordinator.
 - (v) If there is more than one nomination to become a Unit Coordinator, the Associate members in that Unit will elect a Unit Coordinator by ballot using a preferential voting system.
 - (vi) Failure by the Board to comply with any notice requirement in this Clause 35 does not invalidate the decision regarding a nomination.
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36. Term of Office and Retirement of Unit Coordinators

- (a) Subject to the other provisions of these Area Regulations, it is intended that:
 - (i) Unit Coordinators will not retire by rotation.
 - (ii) Unit Coordinators having the same Unit Coordinator category will retire from office at the close of each third annual general meeting, with only a single Unit Coordinator category falling due for retirement in any calendar year.
 - (iii) At every annual general meeting of the Company, the Unit Coordinators who must retire from office are all of the Unit Coordinators for the time being that are assigned the applicable Unit Coordinators category (namely, 'Group A', 'Group B' or 'Group C'), as determined in accordance with Clause 34 and Schedules 1 and 2.
 - (b) A Unit Coordinator retiring at an annual general meeting may act as a Unit Coordinator until the conclusion of that meeting and is eligible for re-appointment to the extent permitted by law, and the Constitution and these Area Regulations.
 - (c) A Unit Coordinator may retire from office by giving notice in writing to the Board of that Unit Coordinator's intention to retire. A notice of resignation takes effect at the time which is the later of the time of giving the notice to the Board and the expiration of the period, if any, specified in the notice.
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37. Termination of Office

A person ceases to be a Unit Coordinator if:

- (a) The person resigns by notice in writing to the Board;
 - (b) The person becomes of unsound mind or a person whose property is liable to be dealt with pursuant to a law about mental health;
 - (c) The person ceases to be an Associate member within that Unit of the Company.
 - (d) The person's office as Unit Coordinator is vacated in accordance with Clause 36.
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38. Alternate Unit Coordinator

- (a) A Unit Coordinator may, with Board approval, appoint an alternate Unit Coordinator for that Unit Coordinator for any period.
- (b) The appointing Unit Coordinator may terminate the appointment of their alternate Unit Coordinator at any time.
- (c) A notice of appointment, or termination of appointment, of an alternate Unit Coordinator by the appointing Unit Coordinator is effective only if the notice is in writing and signed by that Unit Coordinator and is effective when given to the Board.
- (d) An alternate Unit Coordinator is entitled to receive notice of Area meetings, subject to these Area Regulations, the Constitution and the Corporations Act, to attend, speak, be counted in the quorum of, and vote at an Area meeting at which their appointing Unit Coordinator is not present.
- (e) Subject to these Area Regulations, the Constitution, the Corporations Act, and the instrument of appointment of an alternate Unit Coordinator, an alternate Unit Coordinator may exercise all the powers (except the power pursuant to Clause 38(a)) of a Unit Coordinator, to the extent that their appointing Unit Coordinator has not exercised them.
- (f) The position of an alternate Unit Coordinator is terminated if the appointing Unit Coordinator

ceases to be a Unit Coordinator.

- (g) Subject to Clause 7 of the Constitution, the Company is not required to pay any remuneration or benefit to an alternate Unit Coordinator.
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39. Interests of Unit Coordinators

- (a) A Unit Coordinator is not disqualified by reason only of being a Unit Coordinator (or the fiduciary obligations arising from that position) from:
- (i) Holding an office (except auditor) or place of profit or employment in the Company or a related body corporate of the Company.
 - (ii) Holding an office or place of profit or employment in any other company, body corporate, trust or entity promoted by the Company or in which it has an interest.
 - (iii) Being a member, creditor or otherwise be interested in any body corporate (including the Company), partnership or entity, except auditor of the Company.
 - (iv) Entering into any agreement or arrangement with the Company.
 - (v) Acting in a professional capacity (or being a member of a firm which acts in a professional capacity) for the Company, except as auditor of the Company.
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40. Unit Coordinators – Position Purpose

- (a) A Unit Coordinator is obliged to act in the best interests of the Company as a whole, not just the interests of the Unit that elected them.
- (b) A Unit Coordinator is to act as the link between the District Coordinator and the Unit Associate members and to be the conduit for the opinions, views, concerns and suggestions of the NSW SES Volunteers as provided through the Area chain-of-command.
- (c) A Unit Coordinator has responsibility for implementing the Board and Volunteers Council decisions as well as promoting the benefits, objectives and policies of the Company.
- (d) A Unit Coordinator is required to make efforts to establish a good working relationship with their Local/Unit Controller. They are also required to make efforts to establish good working relationships with their District Coordinator in order to be able to effectively carry out the duties of this role.
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41. Meetings and Decision Making Powers of Unit Coordinators

- (a) Unless directed otherwise by the Board in relation to a specific matter, the position purpose is primarily to act as the link between the District Coordinator and the Unit Associate members and to be the conduit for the opinions, views, concerns and suggestions of the NSW SES Volunteers as provided through the Area chain-of-command.
- (b) Where Unit Associate members are asked to vote on a matter, voting rules will be in accordance with any voting methodology advised by the Board.
- (c) Special meetings within a Unit can be requested by the Board, which request will not be unreasonably refused.
- (d) Wherever possible, Unit Coordinators should be notified of any Area meeting that require their involvement giving 10 business days' notice prior to the meeting date.
- (e) Notices of all meetings within a Unit shall specify the purposes of the meeting and provide a

written agenda.

- (f) Members of the Board may, as observers, attend any meeting within a Unit.
 - (g) For Unit meetings that require voting or the passing of a resolution a quorum for such to occur shall consist of 60% of its Associate members.
 - (h) If a quorum is not present within half an hour from the time appointed for the meeting (or a longer period allowed by the Unit Coordinator), the meeting must stand adjourned to the same day in the next week at the same time and place, or to another day and at another time and place reasonably determined by the Unit Coordinator.
 - (i) In the event that an Associate member is unable to attend they may give a written proxy to another person.
 - (j) Associate members sending a proxy do count in terms of determining numbers for a quorum.
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42. Unrepresented Unit - Filling of Vacancies

- (a) Vacancies occurring within a Unit, for a Unit Coordinator, for whatever reason, will be filled by a new election among relevant Associate members within that Unit, to be conducted as soon as possible after the vacancy occurs.
- (b) If the vacancy occurs in the position as a Unit Coordinator and cannot be filled in accordance with the above process (e.g. because there are no suitable candidates for election in that Unit), as an interim measure the Board may appoint an Associate member from within that Unit to serve as the “acting Unit Coordinator” until a Unit Coordinator is elected by the Associate members of the respective Unit.
- (c) An acting Unit Coordinator may exercise all of the powers of a Unit Coordinator under these regulations.
- (d) The acting Unit Coordinator must assist the Board to facilitate a Unit election for that Unit if requested.
- (e) The acting Unit Coordinator will cease to hold that position (and all related powers associated with it under these regulations) upon the election of a new Unit Coordinator for that Unit.
- (f) The Board may by written notice remove an acting Unit Coordinator from such office at any time, without disruption to any other office that the individual may hold.

General

43. Removal of District Coordinators or Unit Coordinators

- (a) Upon receiving written Board approval and without limiting Clauses 12 to 14 of the Constitution, on the recommendation of the other District Coordinators and/or Unit Coordinators within the Area, the Area Representative of an Area may remove, terminate or suspend a District Coordinator or Unit Coordinator from office.
 - (b) Where necessary the Board will, by means of a by-election appoint another person who satisfies the relevant eligibility requirements as a replacement.
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44. Record Keeping

- (a) As a result of holding Area meetings, copies of all resolutions and recommendations made

by, and actions taken by, the Area Representative, District Coordinators and Unit Coordinators will be retained and maintained by the Area Representative in safe custody.

- (b) Items requiring notification to or consideration by the Volunteers Council shall be forwarded for inclusion in appropriate Volunteers Council business papers when called for.
 - (c) Items requiring notification to or consideration by the Board shall be forwarded within 5 business days to the Company Secretary.
 - (d) The Board may determine whether and to what extent, and at what times and places and under what conditions, such documents are open to the inspection of Area Representatives, District Coordinators, Unit Coordinators, Associate members or any other person, and a person (other than a Director or Paid staff in performing their duties or any person required to inspect such documents in order to meet regulatory requirements) does not have the right to inspect any document of the Area except as authorised by the Board.
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45. Reimbursement of Expenses

- (a) Given sufficient prior notice and approval by the Board, the Company will reimburse the respective Area Representative, District Coordinators and Unit Coordinators for any and all budgeted and reasonable costs associated with the Area Representatives conducting or arranging meetings with an Area.
- (b) The Company will also reimburse the respective Area Representatives, District Coordinators and Unit Coordinators for any and all reasonable costs associated with accommodation and travel expenses, as well as any other reasonable out-of-pocket expenses incurred in attendance at Area meetings called in accordance with these Area Regulations.
- (c) The Company will also reimburse the respective Area Representatives, District Coordinators and Unit Coordinators for any and all costs incurred in carrying out their duties to perform such roles as defined in these Area Regulations, unless such costs are classed as abnormal or unreasonable as defined by the Board, at their discretion, from time to time. To be reimbursed such abnormal expenses require prior approval by the Board in writing.

Schedule 1 – Areas

There are seventeen (17) Areas in NSW. One Area Representative is elected from each Area. Groupings below relate to the election process and tenure for Area Representatives, District Coordinators and Unit Coordinators detailed within these Area Regulations.

Group A:

- Sydney Southern Area
- Illawarra South Coast Area
- Southern Highlands Area
- Murrumbidgee Area
- Murray Area

Group B:

- Sydney Northern Area
- Hunter Area
- Mid North Coast Area
- Clarence-Nambucca Area
- Richmond/Tweed Area
- North West Area

Group C:

- Sydney Western Area
- Central West Area
- Namoi Area
- Macquarie Area
- Far West Area
- Lachlan Area

Schedule 2 – Area Categories

Category	Subsequent term of office
Group A	Until the close of the Company's 2015 annual general meeting or each successive third annual general meeting thereafter (as applicable) ie: 2015; 2018, 2021
Group B	Until the close of the Company's 2016 annual general meeting or each successive third annual general meeting thereafter (as applicable) ie: 2016, 2019, 2022
Group C	Until the close of the Company's 2017 annual general meeting or each successive third annual general meeting thereafter (as applicable) ie: 2017, 2020, 2023
	<p>Note: The above terms of office:</p> <ul style="list-style-type: none"> • apply with respect to any term of office of any subsequent Area Representatives, District Coordinators or Unit Coordinators; and • are indicative only and are subject to the other provisions contained in these Area Regulations.