

ASSOCIATION RULES OF THE **ESKRIMA** ACADEMY



Australian Business Number (ABN) [22 393 081 190]
An unincorporated association

21st September 2016
Updated: 2 February 2022

1. Definitions

- 1.1 In these rules, words and phrases have the meaning set out below:
- **ACNC** means the Australian Charities and Not-for-profits Commission.
 - **ACNC Act** means *Australian Charities and Not-for-profits Commission Act 2012* (Cth) as amended from time to time.
 - **AGM** means annual general meeting.
 - **committee and committee member(s)** means the Eskrima Academy's **committee** of management and the members of the **committee** of management respectively (see rule 13).
 - **graded student** means a member who has been graded to any student level rank within one or more of the Filipino Martial Arts taught within the **Eskrima Academy**.
 - **instructor** means a member who has been graded to Instructor rank within one or more of the Filipino Martial Arts taught within the **Eskrima Academy**.
 - **master** means a member who has been graded to Master rank within one or more of the Filipino Martial Arts taught within the **Eskrima Academy**.
 - **general meeting** means the meetings of members of the Eskrima Academy as described in rule 17, consisting of AGMs and special general meetings.
 - **purposes** means the aims and purposes of the Eskrima Academy as described in rule 4.1.
 - **special resolution** means a resolution of members:
 - of which at least 21 days' notice of the meeting at which it will be considered has been given to members, and
 - that is passed at a general meeting by 75% or more of the members voting (who are eligible to vote), voting in favour of it.

2. Preliminary

- 2.1 The association was original formed under the name of the Kalisadors Club in September 2016.
- 2.2 Since February 2022 the association has traded under, and is hereby formally renamed, the **Eskrima Academy**.
- 2.3 The **Eskrima Academy** is an unincorporated association.
- 2.4 The **Eskrima Academy** is established to be, and continue as, a non-profit organisation.
- 2.5 These rules are intended to be binding on members of the **Eskrima Academy** and enforceable by courts in New South Wales, Australia.

3. Alteration of rules

- 3.1 Subject to rule 3.2 below, these rules may be changed, added to, or replaced by **special resolution** of the **Eskrima Academy's** members at a **general meeting**. This includes a change to the **Eskrima Academy's** name.
- 3.2 The members must not pass a **special resolution** that amends these rules if passing it causes the **Eskrima Academy** to no longer be a non-profit organisation.

4. Not-for-profit purposes of the Eskrima Academy

- 4.1 The **Eskrima Academy** will pursue the following aims and purposes:
- i. To provide a friendly non-partisan social forum within which members can share their passion for martial arts history, philosophy, culture, and practice;
 - ii. To promote interest in the rich traditions of the Filipino Martial Arts (with a particular emphasis on the Bernas Estocadas system);
 - iii. To encourage the study of the martial arts as a path to health, fitness, well-being, self-development, and self-expression through the provision of fun and safe training opportunities in the Filipino Martial Arts (known variously as Kali, Eskrima, or Arnis).
- 4.2 The **Eskrima Academy** may do all things that help it to achieve these **purposes**, in accordance with these rules.
- 4.3 The **Eskrima Academy** and its **committee** may only do things and use the income and assets of the **Eskrima Academy** (including those held on trust for the **Eskrima Academy** or its **purposes**) for the **purposes**.
- 4.4 The **Eskrima Academy** must operate consistently with legal requirements for **non-profit organisations**.
- 4.5 The **Eskrima Academy** must not distribute any income or assets, directly or indirectly, to its members.
- 4.6 Rule 4.5 does not stop the **Eskrima Academy** from doing the following things, provided they are done in good faith (fairly and honestly):
- i. paying a member for goods or services they have provided or expenses they have properly incurred at fair and reasonable rates or rates more favourable to the **Eskrima Academy**, or
 - ii. making a payment or providing a benefit to a member in carrying out the **Eskrima Academy's** purpose(s).

5. Indemnity

- 5.1 To the extent possible under law, members (including **committee members**) are entitled to be indemnified out of the assets held for the **Eskrima Academy** for any debts or liabilities incurred personally by a member when acting on behalf of the **Eskrima Academy**, so long as the member was:

- i. authorised by the **Eskrima Academy** to take that action, and
 - ii. acting in good faith (fairly and honestly) and in the best interests of the **Eskrima Academy**.
- 5.2 This indemnity is a continuing obligation and is enforceable by a person even if that person is no longer a member of the **Eskrima Academy**. This indemnity only applies to the extent that the person is not otherwise entitled to be indemnified and is not actually indemnified by another person (including an insurer under an insurance policy).
- 5.3 To the extent permitted by law, and if the **committee** considers it appropriate, the **Eskrima Academy** may pay or agree to pay a premium for a contract insuring a person who is or has been a member of the **Eskrima Academy** (including a **committee member**) against any liability incurred by that person as a member of the **Eskrima Academy** (including as a **committee member**).

6. Funds and assets

- 6.1 The **committee** must establish policies about the holding and management of funds and assets on behalf of the **Eskrima Academy** or its **purposes**, and that set out who oversees these funds and assets and who can make decisions about them.
- 6.2 The **Eskrima Academy** must satisfy any obligations that apply to the use of assets over which a trust exists.
- 6.3 The **Eskrima Academy** can receive funding from:
 - i. Joining, annual membership, and tuition fees
 - ii. donations
 - iii. grants
 - iv. fundraising
 - v. interest, and
 - vi. any other lawful sources approved by the **committee** that are consistent with furthering the **Eskrima Academy's purposes**.

7. Financial year

- 7.1 The financial year of the **Eskrima Academy** is from 1 July to 30 June, unless the **committee** passes a resolution to change the financial year.

8. Record-keeping

- 8.1 The **Eskrima Academy** must make and keep written financial records that:
 - i. correctly record and explain the **Eskrima Academy's** transactions and financial position and performance, and
 - ii. enable true and fair financial statements to be prepared and to be audited.
- 8.2 The **Eskrima Academy** must also keep written records that correctly record its operations, and be able to produce these records if required by law.

- 8.3 The **Eskrima Academy** must retain its records for at least seven years, or as otherwise required by the **ACNC Act** or any other laws that may apply (for example, taxation law).
- 8.4 The **committee members** must take reasonable steps to ensure that the **Eskrima Academy's** records are kept safe.

9. Contracts

- 9.1 The **Director**, or another individual appointed by the committee, may enter into contracts on behalf of the **Eskrima Academy** where there is agreement from the committee that a contract should be signed.

10. Membership

- 10.1 Anyone who supports the **purposes** and agrees to be bound by these rules can apply to join the **Eskrima Academy** as a member.
- 10.2 The **committee** decides the process for receiving and approving or rejecting membership applications.
- 10.3 After the **committee** has approved or rejected a membership application, **the committee** must inform the applicant as soon as possible to tell them whether their application was approved or rejected. If an application is rejected, the **Eskrima Academy** does not have to give reasons.
- 10.4 Upon acceptance, members must be provided with a copy of the **Eskrima Academy's code of conduct**.
- 10.5 A member may have their membership suspended or cancelled if they fail to comply with the **Eskrima Academy's code of conduct**.
- 10.6 The **committee** can propose to set or change joining fees, membership fees, and tuition fees for members. Joining, membership, and tuition fee proposals must be approved by a majority of members voting at a **general meeting**.
- 10.7 Members must pay any unpaid joining, membership or tuition fee within one month of being asked. If a member does not pay in time, their membership may be suspended by the **committee**. If the member does not pay all amounts owing within six months of their membership being suspended, their membership may be cancelled by the **committee**.
- 10.8 When membership is suspended, a member cannot exercise their members' rights such as voting at a **general meeting**.
- 10.9 A person immediately stops being a member if:
- i. their membership is cancelled under these rules
 - ii. they resign by writing to the **committee**; or
 - iii. they die.
- 10.10 If a member resigns, the **Eskrima Academy** is not required to refund any joining and membership fees already paid.

11. Register of members

- 11.1 The **Eskrima Academy** must maintain a register of members.
- 11.2 Members' names and contact details (an email address is sufficient instead of other contact details, if the **committee** approve this) must be entered in the register of members when membership is approved. A person becomes a member when their name is entered on the register.
- 11.3 The **committee** must record the date that a person stops being a member of the **Eskrima Academy** in the register of members as soon as possible after the person stops being a member.
- 11.4 If a member requests that access to their details on the register of members be restricted, the **committee** may decide whether access will be restricted and will notify the member of this.

12. Members' access to documents

- 12.1 A member may make reasonable requests to inspect (at a reasonable time) the:
 - i. rules of the **Eskrima Academy**
 - ii. **general meeting** minutes, and
 - iii. register of members.
- 12.2 A member may make reasonable requests for copies of the documents requested under rule 12.1. The **Eskrima Academy** can charge a reasonable fee for providing copies.
- 12.3 Members may only use information that is accessed in accordance with rules 12.1 and 12.2 for lawful and proper purposes related to the **Eskrima Academy**.
- 12.4 Subject to rule 12.6 the **Eskrima Academy** must provide access to documents or copies requested under rules 12.1 and 12.2 within a reasonable time.
- 12.5 The **Eskrima Academy** can refuse to provide access or copies, or provide only limited access, if the documents contain confidential, personal, employment, commercial or legal matters, or if granting the request would breach a law or could cause damage or harm to the **Eskrima Academy**, or if the request is otherwise unreasonable.
- 12.6 Members cannot inspect or get copies of **committee** meeting minutes or parts of the minutes, unless the **committee** specifically allows it.

13. The committee

- 13.1 The **Eskrima Academy** is governed by the **committee** that is made up of **committee members**. The role of the **committee** is to ensure that the **Eskrima Academy** is responsibly managed and pursues its **purposes**.
- 13.2 The **committee** can exercise all powers and functions of the **Eskrima Academy** (consistently with these rules, relevant Australian laws and requirements for **non-profit organisations**), except for powers and functions that the members are required to exercise at a **general meeting** (under these rules, relevant Australian laws or requirements for **non-profit organisations**).
- 13.3 The **committee** can delegate any of its powers and functions to a **committee member**, a sub-**committee**, a staff member or a member, other than the power of delegation or a duty that applies to the **committee** or particular **committee member** under Australian laws.
- 13.4 **Committee members** are either appointed ex-officio by virtue of their **Instructor** rank, or are elected by a ballot of members of the **Eskrima Academy** at a **general meeting**.
- 13.5 The **committee** is made up of:
- i. A minimum of one elected member from the total pool of **graded students**, and
 - ii. All **Instructor** members of the **Eskrima Academy**, who shall be appointed ex-officio to the **committee**, and
 - iii. The senior ranking **Instructor** or **Master** in the Filipino Martial Arts taught within the **Eskrima Academy**, who shall be appointed ex-officio to the **committee** in the role of **Director and Chair**.
- 13.6 The **committee** may appoint and remove elected **committee members** to and from any positions (such as Deputy President, Treasurer and Secretary) and decide their responsibilities in those roles.
- 13.7 Each elected **committee member** finishes their time on the **committee** at the end of the next **AGM** after they were appointed, but they can be elected again.
- 13.8 A member can nominate to be on the **committee** by writing to the **committee** or at a **general meeting** where an election for the **committee** is held. Another member must support their nomination.
- 13.9 To be eligible to be a **committee member**, a person:
- i. must be nominated under rule 13.8
 - ii. must be a **graded student** or of **Instructor rank** in at least one of the Filipino Martial Arts taught within the **Eskrima Academy**
 - iii. must give the **Eskrima Academy** their signed consent to act as a **committee member** of the **Eskrima Academy**
 - iv. must be a financial member in good standing, of the **Eskrima Academy**, at the time of their nomination, appointment, and for the duration of their time on the **committee**
 - v. must not be ineligible to be a responsible person under the **ACNC Act**.

- 13.10 If the number of eligible applicants nominated to be **committee members** is equal to the number of **committee members** required, the chair may declare the positions filled without holding a ballot.
- 13.11 A **committee member** stops being on the **committee** if they:
- i. resign, by writing to the **committee**
 - ii. stop being a financial member of the **Eskrima Academy**
 - iii. are removed by a resolution of members of the **Eskrima Academy**
 - iv. are absent without the consent of the **committee** from all meetings of the **committee** held during a period of six months
 - v. become ineligible to be a responsible entity (**committee member**) under the **ACNC Act**, or
 - vi. die.
- 13.12 If a **committee member** stops being on the **committee** before the next **AGM**, the **committee** can temporarily appoint a member of the **Eskrima Academy** to fill the vacancy on the **committee** until the next **AGM**.

14. Duties of the committee

- 14.1 Among its other responsibilities, the **committee** is responsible for making sure that:
- i. accurate minutes of **general meetings** and **committee** meetings are made and kept
 - ii. other records are kept in accordance with rules 8.1 to 8.4. and
 - iii. documents of the **Eskrima Academy** are made available to members in accordance with rules 12.1 to 12.6.
- 14.2 **Committee members** must:
- i. comply with their legal duties under Australian laws and ensure that the **Eskrima Academy** complies with its duties under Australian laws, and
 - ii. meet the requirements for responsible entities (**committee members**) of **non-profit organisations** and comply with the duties described in governance standard 5 of the regulations made under the **ACNC Act** (as amended or modified from time to time) which are:
 - a. to exercise their powers and discharge their duties with the degree of care and diligence that a reasonable individual would exercise if they were a **committee member**
 - b. to act in good faith (fairly and honestly) in the best interests of the **Eskrima Academy** and to further the charitable purpose(s) of the **Eskrima Academy** set out in rule 4,
 - c. not to misuse their position as a **committee member**
 - d. not to misuse information gained as a **committee member**
 - e. to disclose any perceived or actual material conflicts of interest
 - f. to ensure that the financial affairs of the **Eskrima Academy** are managed responsibly, and
 - g. not to allow the **Eskrima Academy** to operate while it is insolvent.

15. Special Role of the Director

- 15.1 The **Director**, as the **senior-ranked Master** (or **senior-ranked Instructor** if there are no Masters in the **Eskrima Academy**), shall be responsible for maintaining the standard of instruction within the **Eskrima Academy** through:
- i. the design and/or quality assurance of the **Eskrima Academy's** Filipino Martial Arts curriculum, and
 - ii. the assessment of members seeking rank in the Filipino Martial Arts taught within the **Eskrima Academy**.

16. Committee meetings

- 16.1 A **committee member** can call a meeting by giving seven days' notice of a meeting to **committee members** unless the meeting is an urgent meeting (in which case reasonable notice must be given).
- 16.2 The **committee** can decide how often it meets, and the way in which it meets, including by allowing **committee members** to attend through technology, so long as it allows everyone to communicate.
- 16.3 The Chair will chair **committee** meetings. If the Chair does not attend, the **committee members** can choose which **office bearer** will chair that meeting.
- 16.4 A resolution is passed if more than half of the **committee members** voting at the **committee** meeting vote in favour of the resolution.
- 16.5 A majority (more than half) of **committee members** must be present (either in person or through the use of technology) for the meeting to be validly held (this is the quorum for **committee** meetings).
- 16.6 The **committee** can allow circular resolutions. To pass a circular resolution, each **committee member** must agree to it in writing, including by email or other electronic communication, and it is passed once the last **committee member** has agreed to it.

17. General meetings of members

- 17.1 **General meetings** of members can be called by the **committee**. The **committee** must call a **general meeting** if requested by a group of members making up at least 10% of members who are entitled to vote at **general meetings**. The members must state in the request any resolution to be proposed at the meeting.
- 17.2 If the **committee** does not call and hold a meeting where requested to do so under rule 16.1 within two months of the request, 50% or more of the members who made the request may call and arrange to hold a **general meeting**. The meeting must be held within three months from the time the request was made and as far as possible, should follow the procedures for calling **general meetings** set out in these rules. The members are entitled to claim any reasonable expenses that they incur in calling the meeting from the assets of the **Eskrima Academy**.

- 17.3 At least 10% of the members that are entitled to vote at the meeting must be present at a **general meeting** (either in person or through technology that allows for clear and simultaneous (interactive) communication of all meeting participants, for the meeting to be held (this is the quorum for **general meetings**).
- 17.4 Written notice of **general meetings** must be provided to all members (and the **Eskrima Academy's** auditor or reviewer, if one is appointed) at least 21 days before the meeting. Notice to members must be sent to the members' contact addresses listed on the register of members.
- 17.5 Any notice of **general meetings** must include the meeting details (including whether the meeting is to be held in two or more places and the technology that will be used to facilitate this), proposed issues to be discussed and resolutions to be moved at that meeting.
- 17.6 The **Eskrima Academy** must hold its first **AGM** within 18 months of being formed. After that the **Eskrima Academy** must hold an **AGM** at least once in every calendar year, at which it provides reports to members about the financial position and activities of the **Eskrima Academy**.
- 17.7 The ordinary business of the **AGM** is to confirm the minutes of the previous **AGM**, receive reports and statements on the previous financial year, and elect **committee members**. The notice of the **AGM** must include any special business or resolutions to be considered.
- 17.8 A group of at least 10% of members who are eligible to vote at a **general meeting** can propose resolutions to be voted on at a **general meeting** by writing to the **committee** advising them of the proposed resolutions, so long as requirements to notify members of the resolutions prior to the **general meeting** can be met (which will depend on the type of resolution proposed).
- 17.9 Any resolution proposed under rule 17.8 must be considered at the next **general meeting** held no more than two months after the date the **committee** is notified of the request to present a resolution to members. This rule does not limit any other right that a member has to propose a resolution at a **general meeting**.
- 17.10 The Chair (see rule 13.6 and 13.7) will chair **general meetings**. If the Chair does not attend, the members at the meeting can choose another **office bearing committee member** to be the chair for that meeting. The Chair is responsible for the conduct of the **general meeting**, and for this purpose must give members a reasonable opportunity to make comments and ask questions (including to the auditor or reviewer (if any)).
- 17.11 Each member has one vote.
- 17.12 A resolution (other than a **special resolution**) is passed if more than half of the members present at a **general meeting** vote in favour of the resolution.

- 17.13 Votes may be held by a show of hands or written ballot, or another method that the chair decides is fair and reasonable in the circumstances. If a vote is held initially by show of hands, any member can request a vote be held again by written ballot. If a vote of the members is tied, the chair of the meeting does not have an additional, deciding vote and shall declare that the motion has failed.
- 17.14 On a show of hands, the chair's decision is conclusive evidence of the result of the vote.
- 17.15 The chair and the meeting minutes do not need to state the number or proportion of the votes in favour or against on a show of hands.
- 17.16 The chair can adjourn the meeting if there are not enough members at the meeting (a quorum – see rule 17.3) within 30 minutes of the meeting start time, or if there is not enough time at a meeting to consider all business. A new notice must be sent to members for the adjourned meeting (but does not have to comply with time for notice requirements, unless the adjourned meeting is more than 21 days after the original meeting date). Only unfinished business may be dealt with at a resumed meeting. The chair must adjourn the meeting if a majority of members entitled to vote at the meeting direct the chair to do so.

18. Dispute resolution process

- 18.1 If there is a dispute between a member or **committee member** and:
- i. one or more members, and
 - ii. one or more **committee members**
- the parties involved must first attempt to resolve the dispute between themselves within a period of at least 14 days from the date the dispute is known to all parties involved.
- 18.2 If the dispute cannot be resolved between the people involved, the **committee** must be notified, and a dispute resolution process must be put in place by the **committee**. The **committee** may develop a policy regarding dispute resolution.
- 18.3 A dispute resolution process must allow each party a reasonable opportunity to be heard and/or submit arguments in writing, and should first attempt to resolve the dispute by the parties reaching agreement. If agreement cannot be reached, the **committee** may appoint an unbiased person to decide the outcome of the dispute. The unbiased person may be a member, non-member or professional mediator who is not connected with the dispute or the people involved in it.

19. Disciplining members

- 19.1 The **committee** can take disciplinary action against a member of the **Eskrima Academy** if it considers the member has breached these rules or if the member's behaviour is causing (or has caused) damage or harm to the **Eskrima Academy**. The **committee** must follow a disciplinary process in accordance with rule 19.4. The **committee** may choose to adopt a more detailed discipline policy, dealing with issues such as rights to appeal.
- 19.2 Disciplinary action can include warning a member, or suspending or cancelling the member's membership. It cannot include a fine. Membership cannot be suspended for more than 12 months.
- 19.3 The **committee** must write to the member to tell them why they propose to take disciplinary action.
- 19.4 The **committee** must arrange a disciplinary procedure that meets these requirements:
- i. the outcome must be determined by an unbiased decision-maker (who cannot be a **committee member**),
 - ii. the member must have an opportunity to explain or defend themselves, and
 - iii. the disciplinary procedure must be completed as soon as reasonably practical.
- 19.5 The **committee** must notify the member of the outcome of the disciplinary procedure as soon as reasonably practical.
- 19.6 There will be no liability for any loss or injury suffered by a member as a result of any decision made in good faith (fairly and honestly) under rule 19.4.

20. Winding up

- 20.1 The **Eskrima Academy** can be wound up by its members if the members pass a **special resolution** to wind up the **Eskrima Academy** at a **general meeting**.
- 20.2 If the **Eskrima Academy** is wound up, after it has paid all debts and other liabilities (including the costs of winding up), any remaining assets:
- i. must not be distributed to the members or former members of the **Eskrima Academy**, and
 - ii. subject to the requirements of Australian laws and any Australian court order, must be distributed to another organisation or other organisations, with similar **purposes**, which is/are charitable at law, and which is/are not carried on for the profit or personal gain of members.
- 20.3 In making distributions upon winding up, the **Eskrima Academy** must satisfy any obligations that apply to assets over which a trust exists.