

# Draft RULE AMENDMENTS

With the introduction of Infrastructure Shares the following rule amendments are required. These amendments require a Special Resolution for member approval, and then need to be submitted to the Department of Fair Trading for approval by the Registrar.

## 1. Definitions

In these rules, unless the context otherwise requires:

**active member** means a member who is in active membership within the provisions of Rule 10.

**alter** or similar word or expression used in relation to a rule amendment includes add to, substitute, and rescind.

**auditor** means an auditor or auditors of the co-operative appointed in accordance with [Rule 67](#).

**board** means the whole or any number of the directors assembled at a meeting of the directors, being not less than a quorum or a majority.

**business day** means a day that is not a Saturday or Sunday or a public holiday or bank holiday in New South Wales.

**by-law** means a by-law of the co-operative adopted in accordance with Rule 9.

**co-operative** means Goolawah Co-operative Limited.

**director** means any director of the co-operative and any alternate director acting in the absence of a nominating director under [Rule 38](#).

**existing member** means a member who joined the co-operative before the Special Resolution Rules amendments 11 March 2023 under Rules 11 and 14.

**financial year** means the financial year of the co-operative as specified in [Rule 64](#).

**general or special general meeting** means any meeting in which an active member may vote as specified in [Rule 42](#) and [Rule 44](#).

**joint membership** is a single membership held by no more than two persons.

**jointly held shares** shall represent two memberships if two joining fees have been paid.

**Law** means the Co-operatives National Law (CNL).

**licence to occupy** means any licence deemed to be granted under [Rule 18](#).

**may** or a similar word or expression used in relation to a power of the board indicates that the power may be exercised or not exercised at the board's discretion.

**member** means a member of the co-operative.

**month** means a calendar month.

**new member** means a member who joined the co-operative **after** the Special Resolution Rules amendments of 11 March 2023 under Rules 11 and 14.

**ordinary resolution** means a resolution which is not a special resolution under **Rule 47**.

**poll** means a secret ballot.

**prescribed** means prescribed by the Law or under the Law by Regulation.

**principal place of residence** means the definition used by the Australian Taxation Office.

**provision** in relation to the Law, means words or other matter that form part of the Law, and includes:

- a. a chapter, part, division, subdivision, section, subsection, paragraph, subparagraph, sub- sub paragraph or schedule of or to the Law; and
- b. a section, clause, sub clause, item, column, table, or form of or in a schedule to the Law; and
- c. the long title and any preamble to the Law.

**Registrar** means the Registrar of Co-operatives, or any person delegated the Registrar's functions.

**regulation** means a regulation, including transitional regulations made under the Law.

**regulations** mean the Co-operative National Regulations (CNR).

**rules** mean the registered rules of the co-operative as amended from time to time and reference to particular rules has a corresponding meaning.

**secretary** means a person appointed by a general meeting as secretary of the co-operative pursuant to **Rule 35**.

**shall** or a similar word or expression used in relation to a power of the board indicates that the power must be exercised, subject to the Law or the rule granting the power.

**share** means share in the capital of the co-operative **and are of two classes, Site Shares and infrastructure Shares**.

**special resolution** means a resolution which is passed in accordance with **Rule 47**.

**State** means the State of New South Wales.

**writing** includes printing, typing, lithography and other modes of representing or reproducing words in a visible form and "written" has a corresponding meaning.

**Words** signifying one gender include the other genders.

**Words** or expressions used have the same meaning as those given to them by the Law.

**Words** in the singular include the plural, and vice versa.

## **11. Qualifications for membership**

- a. All members must be a natural person (i.e., not a company) and be eighteen years of age or over.
- b. Every **existing** member (definition Rule 1), including **existing** joint members shall hold **a minimum one fully paid Site Share.**
- c. **Every new member (definition Rule 1), including new joint members shall hold a minimum of one fully paid Site Share and one fully paid Infrastructure Share.**
- d. A person is not qualified to be admitted to membership of the co-operative unless the co-operative has reasonable grounds for believing that the person will be an active member under Rule 10.
- e. A person does not gain membership of the co-operative until they have completed the membership process, and paid the full cost of the shares allocated, joining fee and levies.

## **14. Capital and shares**

**(CNLss76-82)**

- a. The capital of the co-operative is raised by the issue of shares of nominal value which shall be of two classes;
  - i. Site Shares with a nominal value of \$7000.
  - ii. Infrastructure Shares with a nominal value of \$6000.
- b. The share capital shall vary in amount according to the nominal value of shares from time to time subscribed.
- c. The Site Share confers a licence to occupy a designated portion of land and is allotted when 100% of the nominal value of the share has been paid.
- d. The Infrastructure Share is:
  - i. Used for infrastructure and road improvements.
  - ii. Optional for existing members (definition Rule 1) and is allotted when 10% of the nominal value has been paid. The remainder shall be paid by a subscription amount or a call on shares.
  - iii. Compulsory for new members (definition Rule 1) and is allotted when 100% of the nominal value has been paid.
- e. Members, including joint members, shall not hold more than two Site Shares and two Infrastructure Shares.

- f. Infrastructure Shares can only be issued on a one for one basis to Site Shares.
- g. Shares of the co-operative shall not be quoted for sale or purchase at any stock exchange or in any other public manner whatever, within the meaning of the Income Tax Assessment Act 1936 (Commonwealth of Australia).

## **Additional rule**

### **15. Calls on shares**

### **(Model Rule 17)**

- a. The board may from time to time make calls on the members for any amounts unpaid on the shares of the members (whether on the nominal value of the shares or by way of premium), regardless of the share subscription amount (if any) specified in the terms of issue of the shares.
- b. Each member must, on receiving at least 14 days' notice of the time and place of payment, pay to the co-operative, at the time and place specified, the amount called on the shares.
- c. The directors may revoke or postpone a call.
- d. A call is taken to have been made when the resolution of the directors authorising the call was passed and may be required to be paid by instalments.
- e. The joint holders of a share are jointly and severally liable to pay all calls for the share.
- f. If an amount called for a share is not paid before or on the day fixed for payment of the amount, the person from whom the amount is due must pay interest on the amount from the day fixed for the payment of the amount to the time of actual payment at the rate, not more than 16% per annum, the directors decide, but the directors may waive payment of all or part of the interest.
- g. An amount that, under the terms of issue of a share, becomes payable on allotment or at a fixed date, whether on account of the nominal value of the share or by way of premium, is for these rules taken to be a call made and payable on the day that, under the terms of issue, the amount becomes payable. If the amount is not paid, all relevant provisions of these rules about payment of interest and expenses, forfeiture or otherwise apply as if the amount had become payable under a call properly made and notified.
- h. The board may, in relation to the issue of shares, differentiate between the holders in the amount of calls to be paid and the times of payment.
- i. The board may accept from a member all or part of the money uncalled and unpaid on shares held by the member.
- j. The board may authorise payment by the co-operative of interest on all or part of an amount accepted under subrule (i) until the amount becomes payable, at a rate agreed between the board and the member paying the amount, of not more than 8% per annum or another rate fixed by the co-operative by special resolution.

## 16. Certificate of shares

- a. Every person whose name is entered as a member in the register of members shall be given, after application and without payment, a certificate under the seal of the co-operative specifying the shares held by the person and the amount paid up on those shares.
- b. Where shares are held jointly or as joint members the co-operative shall issue one certificate **per share**, and delivery of a certificate to one of the joint holders shall be sufficient delivery to all.
- c. If a share certificate is defaced, lost, or destroyed a duplicate may be issued by the co-operative without payment, on such terms as to evidence and indemnity as the board thinks fit.

## 17. Transfer and transmission of shares (CNL ss100, 101, 232)

- a. The instrument of transfer of any shares shall be executed by or on behalf of the transferor and the transferee. The transferor shall be deemed to remain the holder of the shares until the name of the transferee is entered in the register of members.
- b. Shares shall be transferred in a form which the board shall approve.
- c. A share may not be sold or transferred except:
  - i. with the consent of a general meeting, and to a person who is qualified to be admitted to membership of the co-operative under Rules 10 and 11; or
  - ii. as otherwise provided by these rules or the Law.
- d. Once eligibility for membership is approved, and **total share capital** and joining fee are paid to the co-operative, the general meeting shall ratify the share transfer.
- e. The value of the improvements to the designated portion of land shall be negotiated between the transferor and transferee.
- f. The board may decline to register any transfer of shares to a person not qualified to be a member under Rule 11. The board may also decline to register any transfer of shares on which the co-operative has a lien or charge. If the board refuses to register a transfer of shares it shall send notice of the refusal to the transferee within 2 weeks after the date on which the board co-operative declined to register the transfer.
- g. The board of the co-operative shall not consent to the sale or transfer of shares to a person in contravention of Rule 14.f.
- h. The board may decline to recognise any instrument of transfer unless the instrument of transfer is accompanied by the certificate (if any) of the shares to which it relates, and such other evidence as the board may reasonably require to show the right of the transferor to make the transfer.
- i. The board shall have a record of all transfers made in the co-operative register of members.
- j. The board may suspend the registration of transfers during the fourteen days immediately preceding the annual general meeting in each year.

## 18. Licences granted by the co-operative to occupy land

- a. **Site** shares confer a licence to occupy a designated portion of land owned by the co-

operative, and approval by resolution passed at a general meeting to transfer shares pursuant to Rule 17, implies transfer of such a licence.

- b. The licence shall operate in accordance with these rules, by-laws and the agreements of the co-operative as permitted under the Law.
- c. Should a person's membership of the co-operative cease (in accordance with Rule 29), any licence granted by the co-operative to occupy land shall also cease, effective from the date of occurrence, if any, of the contingencies referred to in Rule 29.
- d. The licence shall allow a member to occupy a designated portion of land (approximately 0.5ha) as principal place of residence, upon which improvements shall be permitted subject to Council development application approval.

## **20.Fees and levies**

### **a. Annual levy**

Members are required to pay an annual levy **per site share** which shall be:

- i. in addition to any other charges payable under the rules;
- ii. determined by a general meeting resolution from time to time;
- iii. payable within the period set by the members.

### **b. Joining fee**

- i. The members at an annual general meeting shall be entitled to determine a joining fee payable by joining members to a maximum sum of \$10,000.
- ii. The joining fee is non-refundable to members leaving the co-operative.

### **c. Infrastructure levy**

Members are required to pay an infrastructure levy **per site share**, which shall:

- i. be in addition to any other charges payable under the rules;
- ii. be determined by a general meeting resolution from time to time;
- iii. be payable within the period set by the members.
- iv. not exceed \$1200 in any financial year or such lesser amount as members may determine.

### **d. Work levy**

Members are required to pay a work levy **per site share**, with the amount to be determined by a general meeting from time to time. The levy is dischargeable by work hours contributed to the co-operative in accordance with the approved jobs list.

## **30.Death of member**

**(CNL ss93, 102-106)**

The legal personal representative of a deceased member may apply to the board for a transfer of the deceased member's shares in the following form:

I, ....., am the legal personal representative of.....(a member of the co-operative)  
who died on .....

Copies of my appointment as executor/administrator of the estate are attached.

I request that the board transfer all shares attaching to the membership of..... ~~being~~  
~~shares numbered~~.....in the cooperative, to me.

Circle as appropriate;

- a. I intend to hold the shares subject to the deceased member's last will and testament / letters of administration and will notify the board of any proposal to transfer the shares to any beneficiary/ies

OR

- b. I am also the beneficiary of the estate of the deceased member and I am aware of the requirements for active membership under the rules of the co-operative.

NOTE: The beneficiary shall satisfy the co-operative's membership requirements within twelve months of settlement of the estate.

Dated .....

Signed by .....

Legal personal representative

In the presence of.....witness.