

# **Queensland Alliance for Mental Health**

## Alliance Rules

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## **1 Definitions and interpretation**

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- 1.1 The words and phrases used in these Alliance Rules have the meanings set out at Schedule 1 to the Alliance Rules.
- 1.2 In the interpretation of these Alliance Rules the rules set out at Schedule 1 apply.

## **2 Effect**

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- 2.1 Each of the Parties will use reasonable efforts to do or cause to be made or done all acts, events, matters and things within its power or control to ensure that:
  - (a) the terms of these Alliance Rules are carried out and given full effect; and
  - (b) the Parties comply with their obligations under these Alliance Rules.

## **3 Objectives**

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- 3.1 The objectives of the Alliance are to:
  - (a) promote mental health and positive attitudes to mental health by operating as a state-wide alliance of mental health community organisations;
  - (b) increase the quality of life of people with mental illness by supporting, consulting with, coordinating and representing community organisations working in mental health;
  - (c) develop and provide resources that promote mental health, recovery, social inclusion and human rights, to prevent or reduce the negative impact of mental illness on individuals, their families, carers and the community in general;
  - (d) provide broad-based education to individuals, carers and service providers including health care workers and other organisations to enable them to appropriately support individuals experiencing mental illness;
  - (e) undertake research that addresses issues relevant and timely to the mental health community sector to increase the effectiveness and responsiveness of community-based mental health organisations.
  - (f) influence, improve or change public policy and legislation that affects people with experience of mental health problems, their carers and the organisations that support them.
  - (g) raise community awareness of the importance of mental health and promote positive representations of mental health.
  - (h) contribute to civil society debate about mental health and psychiatric disability by research, study, writing and speaking.
  - (i) promote culturally appropriate responses to mental health in diverse communities.

## **4 Relationship**

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- 4.1 During the continuance of the Alliance, the relationship between the Company and each of the Alliance Members is that of contractors and will not constitute a

partnership, trust or agency relationship for any purpose unless expressly provided otherwise.

## **5 Term of the Alliance**

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- 5.1 Unless otherwise agreed by the Parties, these Alliance Rules will commence operation on the Commencement Date and will remain in force until the earlier of:
- (a) no Alliance Members remain;
  - (b) the Company is wound up by law; or
  - (c) the Alliance is terminated by Special Resolutions of an Alliance Meeting and the Board and written notice of the termination is provided by the Company to each Alliance Member.

## **6 Types of Membership**

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- 6.1 There are two mutually exclusive categories of Alliance membership:
- (a) General Alliance Members; and
  - (b) Associate Alliance Members.
- 6.2 A General Alliance Member is an Alliance Member who:
- (a) has a significant role in serving the needs of people affected by mental illness or psychiatric disability as determined by the Board in its sole discretion;
  - (b) subscribes to the Objectives;
  - (c) was a member of the Queensland Alliance for Mental Health Inc. immediately prior to it being transitioned to the Company or has been approved as a General Alliance Member under clause 16;
  - (d) agrees to be bound by these Alliance Rules; and
  - (e) pays the Annual Membership Fee.
- 6.3 A General Alliance Members is entitled to:
- (a) send up to two (2) representatives to Alliance Meetings;
  - (b) one vote at Alliance Meetings;
  - (c) nominate one (1) person to be eligible for election as an Elected Director on the Board;
  - (d) one vote in the election of the Elected Directors in accordance with the Constitution;
  - (e) nominate persons to be eligible for appointment by the Board as a Skills-based Director;
  - (f) represent itself as a member of the Alliance; and
  - (g) receive regular Alliance Member communications and access to Alliance Member resources.
- 6.4 An Associate Alliance Member is an Alliance Member who:
- (a) subscribes to the Objectives;
  - (b) is approved as an Associate Alliance Member under clause 16;

- (c) agrees to be bound by these Alliance Rules; and
  - (d) pays the Annual Membership Fee.
- 6.5 An Associate Alliance Member is entitled to:
- (a) send one (1) representative to Alliance Meetings but does not have a right to vote;
  - (b) nominate persons to be eligible for appointment by the Board as a Skills-based Director;
  - (c) represent itself as an associate member of the Alliance; and
  - (d) receive regular Alliance Member communications and access to Alliance Member resources.

## **7 Membership Fees**

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- 7.1 The Annual Membership Fee for each category of Alliance Members on establishment of the Alliance will be determined by Special Resolution of the Board.
- 7.2 Thereafter, the Annual Membership Fee payable by each category of Alliance Members to the Company will be determined by Special Resolution of the Board.
- 7.3 If a new Alliance Member joins the Alliance more than three months after the commencement of a Financial Year, the Annual Membership Fee payable by that Alliance Member to the Company in its first year of membership will be pro-rated for the period remaining in the Financial Year.
- 7.4 Each Alliance Member must pay to the Company its Annual Membership Fee initially on joining the Alliance and thereafter at the beginning of each Financial Year within thirty (30) days of receipt of an invoice from the Company in the manner specified on the invoice.
- 7.5 An Alliance Member who paid an annual membership fee to the Queensland Alliance for Mental Health Inc. prior to its transition to the Company will be credited with the amount of that fee and that amount will be deducted from its Annual Membership Fee on joining the Alliance.
- 7.6 If an Alliance Member fails to pay the Annual Membership Fee within 90 days of the due date for payment, then the Alliance Member's nominated representative may not vote at an Alliance Meeting unless and until the Annual Membership Fee has been paid in full.

## **8 Undertakings of Alliance Members**

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- 8.1 Each Alliance Member must:
  - (a) support the Company in pursuit of the Objectives and observe and perform its obligations set out in these Alliance Rules;
  - (b) not unreasonably delay any action, approval, direction, determination or decision which is required of it under these Alliance Rules; and
  - (c) ensure that its employees, agents, officers and other representatives involved in any way with the Alliance or the Alliance Activities, give full force and effect to and honour the terms of these Alliance Rules.

## **9 Role of the Company**

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- 9.1 The Company will govern, operate, manage and administer the Alliance in accordance with these Alliance Rules and the Constitution.
- 9.2 The Board may delegate any of the functions required of it under these Alliance Rules in accordance with the Board's powers of delegation under the Constitution.

## **10 Alliance meetings**

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- 10.1 Once each Financial Year, the Company must convene a meeting open to all Alliance Members (**Annual Alliance Meeting**).
- 10.2 The Company:
  - (a) may convene a meeting of Alliance Members at such other times it considers appropriate at its discretion; and
  - (b) must convene a meeting of Alliance Members on written request of five or more Alliance Members.
- 10.3 Alliance Members must be given at least fifteen (15) Business Days' notice of an Alliance Meeting or such shorter period as the Alliance Members agree.
- 10.4 The purpose of the Annual Alliance Meeting is to:
  - (a) report to the Alliance Members on the Alliance Activities undertaken in the previous Financial Year;
  - (b) table the Annual Report, including the Financial Statements; and
  - (c) discuss potential future Alliance Activities and the Alliance strategic plan.
- 10.5 The Company will facilitate discussion and interaction between the Alliance Members, the Alliance Meeting and the Board through the establishment of permanent and/or ad hoc committees, steering groups, roundtables and other forum.

## **11 Financial Management and Reporting**

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- 11.1 The Annual Membership Fees and other funding will only be used by the Company for the purpose of pursuing the Objectives.
- 11.2 The Company must keep proper financial records and accounts in accordance with Australian accounting standards.
- 11.3 The Company must, within four (4) months after the end of each Financial Year, prepare an annual report on the Alliance Activities conducted in the previous Financial Year, including information regarding:
  - (a) activities undertaken;
  - (b) achievements that are material to the fulfilment of the Objectives; and
  - (c) a copy of the Financial Statements of the Company.
- 11.4 Without limiting the statutory obligations of the Company, the Company must, within three (3) months of the end of each Financial Year, prepare financial statements on the financial position of the Company, including:
  - (a) the income and expenditure of the Company during the Financial Year;
  - (b) its assets and liabilities as at the end of the Financial Year; and

- (c) a cashflow statement.
- 11.5 The Alliance Members must provide the information and such other assistance and cooperation as reasonably requested by the Company to enable the preparation of the reports required under these Alliance Rules.
- 11.6 The Annual Report may be sent to Alliance Members by post or email or by providing the Alliance Members with access to a web version.

## **12 Confidentiality**

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- 12.1 Subject to clause 12.4, each Party agrees to keep confidential and not disclose to any person, the Confidential Information of another Party disclosed to it or which becomes known to it through the conduct of the Alliance Activities.
- 12.2 The onus of showing that information is not Confidential Information will rest on the receiving Party.
- 12.3 Each Party must use reasonable efforts:
  - (a) to ensure that the Party and the Party's officers, employees, agents, consultants, advisers and contractors who participate in the Alliance Activities or acquire access to Confidential Information, comply with the obligations of confidentiality and use as if parties to these Alliance Rules; and
  - (b) to minimise the risks of disclosure of Confidential Information by any of its officers, employees, agents, consultants, advisers or contractors who cease to be employed or contracted by the Party and to ensure they continue to be bound by such obligations of confidentiality.
- 12.4 Each Party may:
  - (a) use Confidential Information of another Party only for the purposes of the Alliance Activities;
  - (b) disclose Confidential Information to another Party as reasonable required to meet its obligations under these Alliance Rules;
  - (c) disclose Confidential Information to its:
    - (i) employees, agents, consultants and contractors;
    - (ii) directors and officers; and
    - (iii) legal, financial and other professional advisers, who have a need to know for the purposes of the Alliance Activities (and only to the extent that each has a need to know), provided that the disclosure is made subject to an obligation of confidentiality on the same terms as this clause 12; and
  - (d) disclose Confidential Information to the extent required by law, subject to giving prior notification to the Party whose Confidential Information is required to be disclosed.
- 12.5 The obligations of confidentiality imposed on a Party under this clause 12 survive cessation of the Alliance or an Alliance Member's expulsion or withdrawal from the Alliance until such time as the Confidential Information is no longer confidential.

## **13 Publications and Public Announcements**

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- 13.1 The Board will determine guidelines for the making of publications, public disclosures and public announcements relating to the Alliance and the Alliance Activities. The guidelines will recognise the desire of Alliance Members to publicise their participation in the Alliance, to protect their interests and reputations, and to comply with the obligations of confidentiality set out in clause 12.
- 13.2 The Parties will comply with the guidelines developed by the Board under clause 13.1.
- 13.3 The Parties acknowledge and agree that the responsibility for public announcements in relation to the Alliance and Alliance Activities vests in the Company.
- 13.4 The CEO or Chair must authorise any publications, public disclosure or public announcements on behalf of the Company.
- 13.5 A Party (other than the Company) must not make any publications, public disclosures or public announcements on behalf of the Company or in relation to the Alliance or the Alliance Activities outside of the guidelines established by the Board without first obtaining the approval of the CEO.

## **14 Withdrawal or expulsion**

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- 14.1 Subject to the provisions of this clause 14:
- (a) an Alliance Member may withdraw from the Alliance by giving twelve (12) months' notice to the Company;
  - (b) an Alliance Member may be expelled or suspended from the Alliance by a Special Resolution of the Board provided:
    - (i) Due Cause has been shown;
    - (ii) the Alliance Member has been given at least thirty (30) days' notice by the Company of the existence of Due Cause; and
    - (iii) the Alliance Member has failed within that thirty (30) days to remedy the default the subject of the Due Cause, where that default is capable of remedy.
- 14.2 For the purposes of this clause 14, Due Cause means:
- (a) failure to pay the Annual Membership Fee by the due date for payment where such failure is not remedied within 60 days or such other reasonable time agreed with the Company;
  - (b) infringement or deliberate unauthorised use of Reports, Confidential Information or the Queensland Alliance for Mental Health Trademarks;
  - (c) engaging in public acts or omissions that have or are reasonably likely to cause damage or harm directly to the Alliance;
  - (d) breach of these Alliance Rules;
  - (e) becoming insolvent, bankrupt or being subject to the appointment of a mortgagee, a receiver or manager or an investigator to investigate its affairs, or making any arrangement or composition for the benefit of creditors or being the subject of winding up proceedings;
  - (f) failure to resolve to the satisfaction of the Board a conflict of interest;

- (g) failure to comply with any policy or procedure set by the Board in relation to the Alliance;
- (h) has committed any act or omission that will, in the opinion of the Board be injurious to the reputation or interests or activities of the Company or the Alliance;
- (i) causes harm or threatens to cause harm to a Director, another Alliance Member or an employee of the Company;
- (j) makes false representations to the Company;
- (k) steals from the Company;
- (l) misuses, damages or destroys property belonging to the Company;
- (m) the failure to satisfy any conditions relating to the Alliance Member's suspension as an Alliance Member within the required timeframe set by the Board;
- (n) makes any unauthorised comment to the media in relation to the Company or the Alliance; or
- (o) fails to appear or to provide a substantive response to a request from the Board to appear and/or show cause in respect of allegations of misconduct.

14.2 If the Board resolves to suspend or expel an Alliance Member, the Secretary must promptly give written notice of the suspension or expulsion to the Alliance Member.

14.3 An Alliance Member suspended or expelled by the Board may appeal the suspension or expulsion by giving notice to the Secretary within 30 days of the issue of the notice of suspension or expulsion.

14.4 At the next Alliance Meeting held after the Alliance Member gives notice under clause 14.3:

- (a) the Alliance Member appealing the suspension or expulsion will be given an opportunity at the general meeting to present the Alliance Member's case fully, either in person or through another Alliance Member nominated for the purpose and a representative of the Board may present the Board's case in response; and
- (b) the Alliance Meeting will vote to either:
  - (i) lift the suspension;
  - (ii) affirm the suspension; or
  - (iii) terminate the Alliance Member's membership,and the decision of the Alliance Meeting is final.

14.5 An Alliance Member will remain suspended until the earlier of:

- (a) the date the Alliance Meeting resolves to lift the suspension or terminate the Members membership under clause 14.4(b);
- (b) if a period of suspension is imposed with no conditions, the date the period of suspension lapses;
- (c) if conditions must be satisfied to lift the suspension, the date that the conditions are satisfied; or

- (d) when the Alliance Member ceases to be an Alliance Member pursuant to these Alliance Rules.
- 14.6 Any Alliance Member suspended in accordance with this clause 14, during suspension is not permitted to:
- (a) vote at Alliance Meetings;
  - (b) vote on the appointment of Directors;
  - (c) use the Company's premises;
  - (d) use any of the Company's property; or
  - (e) participate in any of the activities of the Company other than in the way non-members are permitted to participate in such activities.
- 14.7 If the Alliance Member is expelled or withdraws from the Alliance:
- (a) the Alliance Member must pay to the Company any unpaid Annual Membership Fees or other monies due and owing on or before the date the expulsion or withdrawal takes effect;
  - (b) except for the purposes of this clause 14.2, the Alliance Member ceases to be an Alliance Member and subject to these Alliance Rules;
  - (c) the expulsion or withdrawal does not affect the enforceability of any other rights or obligations the Parties have accrued at that time;
  - (d) there will be no entitlement to any refund of any part of the Annual Membership Fee paid by the Alliance Member; and
  - (e) the expulsion or withdrawal does not relieve the Alliance Member of the obligations imposed on it under this clause 14 and clauses 12 [Confidentiality], 13 [Publications etc], and 17 [Settlement of Disputes].
- 14.8 Withdrawal or expulsion of any Alliance Member does not relieve the remaining Alliance Members of their obligations under these Alliance Rules. Remaining Alliance Members must continue to participate in the Alliance Activities and perform their obligations under these Alliance Rules.

## **15 Cessation of the Alliance**

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- 15.1 Unless the Parties otherwise agree, the Alliance will cease immediately on termination of these Alliance Rules under clause 5.
- 15.2 Cessation of the Alliance for any reason is without prejudice to the continuing enforceability of any rights or obligations of the Parties accrued at the date of cessation.
- 15.3 Cessation of the Alliance does not relieve the Parties of the obligations imposed on them under this clause 15 and clauses 12 [Confidentiality], 13 [Publications etc], and 17 [Settlement of Disputes].

## **16 Entry of New Alliance members**

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- 16.1 An organisation applying to join the Alliance as an Alliance Member must complete, sign and submit to the Company, an application in the Approved Form and specify the category of membership for which it is applying and agree that if it is admitted as an Alliance Member it will participate in the Alliance in accordance with these Alliance Rules.

16.2 The Company will consider all applications from organisations seeking to join the Alliance. Following consideration as to the suitability of such applicants, the Company may approve or reject (at its discretion) admission of the organisation as an Alliance Member.

## **17 Settlement of Disputes**

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17.1 If a dispute arises between any of the Parties in relation to the Alliance, the Alliance Activities or any matter under these Alliance Rules (**Dispute**), the Parties to the Dispute agree to negotiate in good faith to resolve the Dispute, including participating in any dispute resolution process or protocols established by a resolution of the Board.

## **18 Amendment of Alliance Rules**

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18.1 These Alliance Rules may be amended only by a Special Resolution of the Board.

18.2 The Company must notify the Alliance Members of the amendment to the Alliance Rules within ten (10) Business Days of the approval of the amendment by the Board.

## **19 Notices**

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19.1 Any notice, request, consent or other communication in connection with the Alliance Rules:

- (a) must be in writing; and
- (b) must be:
  - (i) left at the physical address of the addressee; or
  - (ii) sent by:
    - A. prepaid ordinary post (airmail if posted to or from a place outside Australia);
    - B. facsimile transmission; or
    - C. email transmission

to the physical or email address or facsimile number of the addressee specified in the Alliance Member's application for membership or if the addressee has given written notice of an alternative physical or email address or facsimile number, then to that address or facsimile number.

19.2 A notice, request, consent or other communication takes effect from the time it is received unless a later time is specified in it.

19.3 A notification of a change of physical or email address or facsimile number is not effective until:

- (a) in the case of the Company, the Company notifies all Alliance Members; and
- (b) in the case of an Alliance Member, the Alliance Member notifies the Company.

19.4 A letter, email or facsimile is taken to be received:

- (a) in the case of a posted letter, on the third (or seventh, if posted to or from a place outside Australia) day after posting;
- (b) in the case of a facsimile transmission, on production of a transmission report by the machine from which the facsimile was sent which indicates that the facsimile was sent in its entirety to the facsimile number of the recipient provided that if the transmission is completed after 5.00pm on a Business Day or is sent on a day that is not a Business Day, the message will not be deemed to have been received until the next Business Day; or
- (c) if sent by email transmission, at the time that would be the time of receipt under the *Electronic Transactions Act 1999* (C'th).

## **Schedule 1 – Definitions and interpretation**

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### **Definitions**

<b>Alliance</b>	means the alliance between the Company and the Alliance Members established under these Alliance Rules.
<b>Alliance Activities</b>	means the activities undertaken by the Company by itself or in conjunction with Alliance Members to fulfil the Objectives.
<b>Alliance Meeting</b>	means the Annual Alliance Meeting and any other meetings of the Alliance Members called by the Company under clause 10.
<b>Alliance Members</b>	means an organisation subscribing to these Alliance Rules other than an organisation that has withdrawn from or has been expelled from the Alliance under clause 14.
<b>Alliance Rules</b>	means these rules.
<b>Annual Membership Fee</b>	means the membership fee payable by an Alliance Member under clause 7.
<b>Annual Alliance Meeting</b>	means the annual meeting of Alliance Members under clause 10.1.
<b>Annual Report</b>	means the annual report to be provided by the Company to the Alliance Members under clause 11.3.
<b>Approved Form</b>	means in a form approved by the Company.
<b>Associate Alliance Member</b>	means an Alliance Member described in clause 6.4.
<b>Board</b>	means the board of directors of the Company.
<b>Business Day</b>	means any day other than Saturdays, Sundays and public holidays in Brisbane, Queensland.
<b>CEO</b>	means the person appointed by the Board to act as chief executive officer of the Company.
<b>Chair</b>	means the chairperson of the Board.
<b>Commencement Date</b>	means the date the Alliance is formally established by the Company.
<b>Company</b>	means the Queensland Alliance for Mental Health Limited.

**Confidential Information**

means all information which is:

- (a) by its nature confidential;
- (b) indicated by one of the Parties to be confidential; or
- (c) reasonably likely to be of a confidential nature, including:
  - (d) technical, strategic or commercial information of a Party;
  - (e) all trade secrets and all financial accounting, marketing and any other information belonging to, used by or relating to any Party in the conduct of its business operations,

but excluding:

- (f) the interpretation, analysis and application of general information in the public domain;
- (g) information that, before disclosure, is in the public domain or in published literature or after disclosure becomes part of the public domain or is published other than as a result of a breach of these Alliance Rules;
- (h) information that is received by the recipient of the Confidential Information under these Alliance Rules (**Recipient**) from a third party without any obligation to hold in confidence and which has not been obtained by that third party directly or indirectly from the person disclosing it under these Alliance Rules (**Discloser**);
- (i) information that is independently developed by an employee or officer engaged by the Recipient while having no knowledge of the Discloser's Confidential Information; or
- (j) information the Discloser has identified in writing to the Recipient as being released from the obligation of confidentiality.

**Constitution**

means the constitution of the Company.

**Director**

means a director of the Company.

**Due Cause**

means an event described in clause 14.2.

**Elected Director**

has the meaning given to that term in the Constitution.

**Financial Statements**

means the financial statements to be prepared by the Company under clause 11.4.

**Financial Year**

means a period of 12 months beginning on 1 January and ending on 31 December.

**General Alliance Member**

means an Alliance Member described in clause 6.2.

<b>Objectives</b>	means the objectives of the Alliance set out in clause 3.
<b>Parties</b>	means the Alliance Members and the Company and “ <b>Party</b> ” means any one of them.
<b>Special Resolution</b>	means a decision of the Board or Alliance Meeting (as applicable) passed by at least 75% of the votes cast.
<b>Skills-based Director</b>	has the meaning given to that term in the Constitution.

## **Interpretation**

In these Alliance Rules, unless the contrary intention appears:

- (a) headings are for ease of reference only and do not affect the meaning of these Alliance Rules and do not form part of the clause;
- (b) the singular includes the plural and vice versa and words importing a gender include other genders;
- (c) words used in these Alliance Rules and defined in the dictionary will have the meaning set out in the dictionary. Other grammatical forms of defined words or expressions have corresponding meanings;
- (d) a reference to a clause, paragraph, schedule or annexure is a reference to a clause or paragraph of or schedule or annexure to these Alliance Rules and a reference to these Alliance Rules includes any schedules and annexures attached to these Alliance Rules;
- (e) a reference to a document or agreement, including these Alliance Rules, includes a reference to that document or agreement as novated, altered or replaced from time to time;
- (f) words and expressions importing natural persons include partnerships, bodies corporate, associations (whether incorporated or not), firms, joint ventures, trusts, authorities, governments and governmental, semi-governmental and local authorities and agencies;
- (g) words such as includes or including will not be construed as words of limitation;
- (h) a reference to writing includes typewriting, printing, lithography, photography and any other method of representing or reproducing words, figures or symbols in a permanent and visible form;
- (i) if the day on which:
  - (i) anything, other than a payment, is to be done is not a Business Day, that thing must be done on the preceding Business Day;
  - (ii) a payment is to be made is not a Business Day it shall be made on the next Business Day but if the next Business Day falls in the next calendar month it must be made on the preceding Business Day; and
  - (iii) if an act, other than a payment or the giving of a communication, is required to be done on a particular day and the act is done after 5:00pm on that day, it will be deemed to have been done on the following day.