

Membership Policy and Procedure

1. Purpose

- 1.1. The Home in Place Membership Policy and Procedure (the Policy) sets out a consistent and robust process for receiving and processing applications for membership of Home in Place Limited.
- 1.2. The Policy supports Home in Place's mission and objectives as outlined in the Constitution. It describes the process to apply for membership of Home in Place Limited and how membership applications will be assessed.

2. Scope

- 2.1. This Policy only applies to Home in Place Limited.

3. Policy Statement

Membership Principles

- 3.1. Having suitable and engaged *Members* enhances the governance of Home in Place Limited and its subsidiary entities and strengthens Home in Place's reputation and advocacy capacity.
- 3.2. All Members of Home in Place Limited are bound by the Constitution and the Code of Conduct Policy. This Policy should be read in conjunction with the Constitution and the Code of Conduct Policy.
- 3.3. As a company limited by guarantee, *Members* provide a guarantee under the Constitution in the event of a winding up. The guarantee is currently limited to \$5.
- 3.4. Membership and membership rights are personal to the *Member* and are not transferable. If a Member is a company, the membership rights may be exercised by a representative of that company (only one such representative may exercise such rights at a time).
- 3.5. *Members* must:
 - a. act in the best interests of Home in Place and the communities Home in Place serves;
 - b. act in alignment of the Home in Place's values and strategy;
 - c. promote the safety and well-being of the employees, clients, colleagues, and other stakeholders of Home in Place and the communities Home in Place serves;
 - d. respect individual rights to freedom of expression, self-determination and decision-making to exercise choice and control over their own lives;
 - e. prevent and respond to all forms of violence against, and exploitation, neglect, and abuse of people with disability and vulnerable people; and
 - f. respect and maintain privacy and confidentiality.

Conflicts of interest principles

- 3.6. Home in Place is committed to ensuring high standards of ethical conduct and accordingly places great importance on making clear any actual, perceived, or potential conflicts of interest of Members of Home in Place.
- 3.7. The Board may, at its discretion, cancel the membership of any Member who directly or indirectly or through an interposed entity, undertakes employment or is elected or appointed to the board of a Community Housing Provider, Specialist Disability Accommodation Provider or other entity in competition with Home in Place or any of its subsidiaries.
- 3.8. Acting honestly and with integrity requires the Member to manage conflicts of interest and avoid placing personal interests or the interests of another person before those of the Home in Place Group, our clients, or other stakeholders.
- 3.9. It is important that persons who are applying for membership and current Members identify and disclose a conflict of interest as soon as it arises. This enables Home in Place to:
 - a. address and avoid any issues of potential bias before it becomes a problem;
 - b. protect your reputation and the reputation of Home in Place and its systems and processes; and
 - c. record, resolve and manage the conflict.
- 3.10. The perception of a conflict of interest can do as much damage to the reputation of the Home in Place Group as an actual conflict of interest. All Members must be conscious of when and how a conflict may be perceived by others and take appropriate and immediate action to either avoid or address this risk.
- 3.11. It may not always be clear when a conflict exists. Members must come forward with anything that they think is a conflict. When in doubt, disclose. The NSW Independent Commission Against Corruption (ICAC) has resources, guidance and information on conflicts of interest. (Refer <https://www.icac.nsw.gov.au/prevention/basic-standards/conflicts-of-interest>)
- 3.12. The Disclosure and Management of Conflict of Interest Procedures are set out in Annexure 1. This applies to persons who are applying for membership and current Members.

4. Membership Application Procedures

- 4.1. Any natural person or entity who wants to be a Member of Home in Place must complete a written application (see Home in Place Membership Application Form) and send it to the Company Secretary:
By email: secretary@homeinplace.org OR
By post: Attn: Group Company Secretary, Home in Place, PO Box 58 Wickham NSW 2293
- 4.2. Persons or an entity seeking to be a Member of Home in Place need to provide a written application in the form prescribed by the Board from time to time.
- 4.3. The application for membership must address the Essential Criteria and Desirable Criteria (outlined in clause 6 of this Policy).
- 4.4. The Board (following a recommendation from the Governance, Remuneration and Nominations Committee (GRN)) should decide whether to accept or reject any application for membership at the first Board Meeting after the Company Secretary receives an application. Where the application is received less than two weeks prior to a scheduled GRN Meeting, the Chair may have

discretion to include the application for the Board's consideration at the first GRN Meeting after the receipt of application or the following GRN Meeting.

- 4.5. If the Board accepts an application for membership, the Company Secretary must:
 - a. notify the applicant in writing as soon as practicable; and
 - b. request from the applicant payment of the first annual subscription fee.
- 4.6. A person will only become a Member of Home in Place when the following occurs:
 - a. the person's application is accepted by the Board; and
 - b. the person pays the first annual subscription fee.
- 4.7. The annual subscription fee is \$5.00, unless the Board determines otherwise.
- 4.8. The annual subscription fee is only payable once the Board has approved the application for membership.
- 4.9. Any receipt of payment of the annual subscription fee is to be receipted by head office only and in accordance with Home in Place' policies.
- 4.10. Any payment of the annual subscription fee must only be accepted for the current financial year. No payment of membership fees paid in advance is permitted.
- 4.11. The Home in Place Membership Register, maintained by the Company Secretary, includes information about the payment status of a Member's membership fee for the current financial year.
- 4.12. Any payment of the annual subscription fee received must be provided to the Finance department.

5. Material to Support the Application Process

- 5.1. Membership applicants will be provided with a Prospectus which sets out information about:
 - a. Home in Place (including its mission, values, role and scope of work, operational overview, geographical spread, overview of the board and senior executives, and organisational structure);
 - b. why one should become a Member of Home in Place;
 - c. what being a Member of Home in Place means; and
 - d. opportunities for Members to donate, get involved and/or volunteer.

6. Membership Criteria

- 6.1. Members have certain powers and obligations to an organisation, including the ability to make decisions which may impact the finances and governance of the company. For this reason, Home in Place has established the following criteria to ensure individuals and entities admitted as Members are aligned to Home in Place's purpose and that they possess appropriate qualities to enable them to carry out their duties.
- 6.2. A Persons or an entity seeking to be a Member of Home in Place will be asked to address the following criteria in their application (in a form prescribed by the Board).

Essential Criteria

- 6.3. The applicant makes a declaration and commits to the following Essential Criteria when applying to become a Member of Home in Place:

- 6.4. they are 18 years of age or over, or an organisation;
- 6.5. to uphold the mission, values and purpose of Home in Place and to act at all times in the best interests of Home in Place;
- 6.6. to comply with Home in Place's Constitution, Code of Conduct and Conflict of Interest Policy and any regulations thereunder;
- 6.7. they are not engaged in any activities (professional or otherwise) that would conflict with the interests or reputation of Home in Place, and their personal conduct is aligned with Home in Place's values;
- 6.8. to notify Home in Place, including when applying for membership or at any time while a Member, of any real or perceived conflicts of interest;
- 6.9. they are currently solvent and have not been declared bankrupt in the previous 10 years; and
- 6.10. to receive communications from Home in Place.

Desirable Criteria

- 6.11. The Board will also consider the following 'Desirable Criteria' when considering a membership application:
- 6.12. demonstrated commitment to the issue of housing for all;
- 6.13. academic or professional background relating to social equity of housing and/or housing policy;
- 6.14. academic or professional background relating to competencies identified in the Board Skills Matrix (i.e., a demonstration of corporate decision making and governance processes); and
- 6.15. preparedness to attend and participate in Home in Place general meetings as a Member (in person or by proxy).
- 6.16. Applicants will be asked to address the Desirable Criteria in their application form, however it is not essential that all of the Desirable Criteria be satisfied.
- 6.17. Persons or an entity seeking to be a Member of Home in Place will also be asked to describe or express their support for Home in Place and their reason for applying to become a Member. Examples of ways to commit to supporting the organisation include:
- 6.18. serving on a committee or advisory group if applicable (for example, the Internal Review Committee or Our Voice Tenant Panel);
- 6.19. volunteering with Home in Place;
- 6.20. providing support services to Home in Place tenants during the current or preceding year;
- 6.21. donating to an organisational project or initiative (such as Grow a Star);
- 6.22. attending Home in Place events (for example, Hunter Homeless Connect); and
- 6.23. supporting the mission of Home in Place in another relevant forum (political, community or business).

7. Role of Members

- 7.1. The role of Members is to:
 - a. demonstrate the wider community commitment to housing and Home in Place;
 - b. help grow and spread Home in Place's mission;
 - c. provide and circulate information that helps achieve the Home in Place's mission;
 - d. act and speak in the best interests of Home in Place and its mission; and
 - e. support the democratic oversight of Home in Place's governance.

8. Members Voting Capacity

- 8.1. Members have the capacity to vote on specific matters in accordance with the Corporations Act 2001 and Home in Place's Constitution, including but not limited to:
- election of directors or removal;
 - director remuneration (total pool of remuneration);
 - changes to the Constitution;
 - mergers (approve or block);
 - changing the name of the Company;
 - closure of the company; and
 - removal of a Member.

9. Board Decision-making on a Membership Application

- 9.1. Applications are to be made to the Company Secretary. The Company Secretary will:
- review each application against the criteria;
 - undertake all necessary checks;
 - follow up as necessary; and
 - prepare a report to the GRN with respect to membership applications.
- 9.2. The GRN will receive and must assess the report on the membership application as prepared by the Company Secretary and may at its discretion do any of the following with respect to membership applications:
- seek clarification;
 - provide input; or
 - make a recommendation to the Home in Place Board.
- 9.3. The Home in Place Board will consider the report and recommendation of the GRN and form a view to:
- accept the application; or
 - refuse the applicant; or
 - seek further information for clarification.
- 9.4. The Home in Place Board's decision is to be advised to the applicant by the Company Secretary as soon as reasonably practicable.
- 9.5. Reasons the GRN may not recommend an applicant for membership to the Home in Place Board might include:
- over representation of a category of Member as referred to in clause 10.1(c);
 - failure to meet Essential Criteria;
 - failure to meet Desirable Criteria; and
 - non-disclosure of critical information or conflict.

10. Membership Composition

- 10.1. The Board, on advice from the Governance, Remuneration and Nominations Committee, sets:
- targets for membership for each financial year;

- b. upper limits of membership in total;
- c. categories of Members being Home in Place Directors, tenants, community, employees and corporate members; and
- d. upper limits for categories of members as a percentage of total Members (so no one category has a dominant voting position).

11. Termination of Membership

- 11.1. Membership may be terminated pursuant to clause 3.7 (cancellation of a Member's membership by the Board), clause 8.1(g) (removal of a Member by Members vote), or pursuant to the Constitution and Corporations Act 2001.

12. Home in Place Commitment to Members

- 12.1. Home in Place will comply with the Corporations Act 2001 requirements regarding rights of Members and satisfy ACNC Governance Standard 2: Accountability to Members by undertaking the following (note this list is indicative only and not exhaustive):
- a. providing an annual report and audited financial report to Members each year;
 - b. holding annual general meetings as per the Constitution and Corporations Act;
 - c. seeking questions from Members prior to meetings of Members;
 - d. allowing Members to raise questions of the Board, Management or the Auditor and make comments regarding the management of Home in Place at meetings of Members; and
 - e. providing quarterly newsletters to Members.

13. Implementation and Review

- 13.1. This Policy is listed on Home in Place Controlled Documents Register and is a controlled document requiring approval of any changes. It may not be amended or shared outside Home in Place without approval.
- 13.2. The Policy is reviewed regularly and published on Home in Place SharePoint intranet once approved. Employees receive communications and training on new and reviewed policies and procedures.
- 13.3. Home in Place complies with relevant contractual compliance obligations and jurisdictional laws and regulations when implementing this Policy. Confirmation of internal compliance with this Policy is undertaken regularly.
- 13.4. It is the responsibility of Home in Place Group Executive Services to maintain and update the Home in Place Master Policy Document, Policy Directory and the Policy Review Register, administer the review and approval process and inform and distribute new and amended policies and procedures once approved (refer PROC-011 Policy and Procedure Development Approval).
- 13.5. Home in Place employees should refer to SharePoint for the latest version which takes precedent over any uncontrolled version. If this document is printed, downloaded, or saved elsewhere from this site it becomes an uncontrolled version.

- 13.6. For further information on the implementation and review of QMS documents please click [here](#) or contact the Group Company Secretary: Implementation and Review of QMS Documents
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14. Resources and Related Documents

Related documents

- CON-009 Constitution of Home in Place Limited
- FOR-011 Application for General Membership Form
- Home in Place Membership Prospectus (PENDING)

Related Legislation/Standards

- [Corporations Act 2001](#) (Cth)
- [Australian Charities and Not-for-profits Commission Act 2012](#) (Cth)

15. Definitions

Please refer to Home in Place Glossary of Definitions for Policies and Procedures. [Definitions and Acronyms](#)
Terms and definitions identified below are specific to this Policy and are critical to its effectiveness:

Term	Definition
Constitution	Means the constitution of Home in Place Limited as approved by the <i>Members</i> and amended from time to time.
Home in Place	Means Home in Place Limited, an Australian company limited by guarantee under the Corporations Act 2001.
Home in Place Group	The corporate structure that includes Home in Place Limited, Home in Place (Australia) Limited and their wholly owned subsidiaries and associated companies (including governance committees and advisory groups).
Member	Means a current <i>Member</i> of Home in Place who is a person or entity and has paid their annual membership fee by the time required by the Constitution.
Parent Board	Means Home in Place Limited Board.
Parent Company	Means Home in Place Limited.

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