

**RULES  
OF  
NGARRINDJERI REGIONAL AUTHORITY INC.**

**PREAMBLE**

The Ngarrindjeri Nation remains committed to the creation of respectful and interactive relationships with governments, whether they are the South Australian Government or the Australian Government, and it remains committed to continually engage in a respectful manner, to communicate honestly and to act in all its dealings in good faith. The Ngarrindjeri Nation consider this is consistent with, and accords with, their honour and dignity as a first nation of Australia, and they remain committed in the future to these principles in the same manner as they have performed them in the past.

To this end, the Ngarrindjeri Regional Authority Inc was established to be the peak body of the Ngarrindjeri Nation. Its specific purpose was and continues to be to build our nation, to secure our future, to care for our people, lands, waters and all living things. Its responsibilities as endorsed by the Ngarrindjeri Nation are:

- To develop strategic planning and policy for the Ngarrindjeri region
- To develop long-term, representative and skilled governance for the Ngarrindjeri Nation
- To respect existing Ngarrindjeri governance and organisational expertise
- To build economic self-sustainability
- To care for Ngarrindjeri lands, waters, ~~and sky~~ and all living things
- To ensure a future for Ngarrindjeri people on Ngarrindjeri Ruwe
- To develop partnerships with Indigenous and non-Indigenous people and organisations to fulfil these responsibilities.

It has challenged through its advocacy, agreement making and treaty strategy, the existing legal structure and social arrangements being pursued by governments which adversely impact on Ngarrindjeri for the purpose of establishing a better future for the Ngarrindjeri Nation based upon the idea of the existence of a just relationship.

In 2017 the Ngarrindjeri Regional Authority began negotiating the first treaty between an Indigenous nation and the Crown in Australia. A formal agreement to negotiate a treaty between the Crown in the Right of South Australia and the Ngarrindjeri nation was signed on the 16th February 2018.

**1. NAME**

The name of the Association is:

**Ngarrindjeri Regional Authority Inc.**

## 2. INTERPRETATION

In these Rules:

“Act” means the *Associations Incorporation Act 1985 (SA)* (as amended);

“Association” means the Ngarrindjeri Regional Authority Inc.;

“Commission” means the Commission appointed under the *Associations Incorporation Act 1985 (SA)* (as amended);

“Individual Members” refers to the Members defined in Clause 8;

“Members” means the Individual Members and Organisation Members of the Association;

“Named Applicants” means those who are named as applicants in the Native Title Application;

“Native Title” has the same meaning as referred to in the Native Title Act;

“Native Title Act” means the *Native Title Act 1993 (Cth)* (as amended);

“Native Title Application” means:

- (a) Native Title Application Number SG 6027/98;
- (b) such other Ngarrindjeri Native Title Applications as may be managed by the Association from time to time;

“Ngarrindjeri Lands” means all the land and waters described in the maps annexed hereto as Schedule 1 and such other land and waters as the Ngarrindjeri People, in accordance with the law and customs of the Ngarrindjeri People, are entitled to use or occupy irrespective of whether or not that use or occupation is qualified as to place, time, circumstances, purpose or permission;

“Ngarrindjeri People” means the members of the Native Title Claim group as more fully described in Attachment A of the Native Title Application as extracted herein as Schedule 2;

“Organisation Members” refers to the Members defined in Clause 9;

“Public Officer” means the person appointed by the Committee to be the Public Officer as described by the Act;

Unless otherwise stated:

1. words in the singular include the plural and vice versa;
2. expressions used in these Rules have the same meaning as those given in the Act;
3. any inconsistency between these Rules and the Act shall be resolved in favour of the Act.

### 3. TYPE OF ASSOCIATION

The Association is an incorporated Association under the Act.

### 4. REGISTERED OFFICE

The registered office of the Association shall be at the official address of the Public Officer notified to the Commission in accordance with the Act.

### 5. LIABILITY OF MEMBERS

The Members of the Association shall not be liable to contribute towards the payment of the debts and liabilities of the Association.

### 6. OBJECTS

6.1. The Association is established and will be maintained for charitable purposes as the Committee may from time to time determine concerning Ngarrindjeri People by establishing and maintaining suitable and appropriate services, facilities, enterprises, property, infrastructure and other similar benefits which collectively benefit of Ngarrindjeri People or any of their funds, trusts, authorities, or institutions whose ordinary income and statutory income is exempt from income tax under Division 50 of Part 2-15 of the *Income Tax Assessment Act 1997*.

6.2. Subject to and without limiting the generality of clause 6.1, the purpose of the Association is to:

6.2.1. promote the welfare well-being of the Ngarrindjeri People;

6.2.2. relieve poverty, sickness and distress of the Ngarrindjeri people;

6.2.3. assist the Ngarrindjeri People with housing and transport;

6.2.1.6.2.4. assist the Ngarrindjeri People with the advancement of their education at primary, secondary, tertiary and post-tertiary levels;

6.2.2.6.2.5. assist the Ngarrindjeri People to protect areas of special significance to them in accordance with tradition and custom;

6.2.6. promote and advance the health and welfare of the Ngarrindjeri People;

6.2.3.6.2.7. secure for justice for Ngarrindjeri People;

6.2.8. to assist the Ngarrindjeri People with medical expenses;

~~6.2.4-6.2.9.~~ improve and increase the economic opportunities of the Ngarrindjeri People with a view to alleviating poverty and promoting other charitable purposes;

~~6.2.5-6.2.10.~~ facilitate and assist the Ngarrindjeri People in community projects and social welfare programs benefiting Aboriginal people;

~~6.2.11.~~ advance, promote, encourage, develop and teach the knowledge, language, understanding, appreciation and enjoyment of the tradition, culture, heritage and environment of the Ngarrindjeri People including the involvement of Ngarrindjeri People in ceremonial activities;

~~6.2.12.~~ to unite the Ngarrindjeri People seeking to have their Native Title rights and interests recognised in respect of lands and waters which comprise or form part of Ngarrindjeri Lands and Waters including pursuing the Native Title Application;

~~6.2.13.~~ advance matters in respect to making further or other claims for recognition of native title, the resolution of native title claims, the advance and protection of laws, customs, traditional and culture of the Ngarrindjeri People;

~~6.2.6-6.2.14.~~ receive, hold, or manage traditional Indigenous rights of ownership, occupation, use or enjoyment of lands and waters, including native title, for the Ngarrindjeri People;

~~6.2.7-6.2.15.~~ to initiate legal proceedings or seek any administrative remedies, if appropriate, to protect, preserve and prevent interference with places of historical, social, cultural and spiritual significance for the Ngarrindjeri People, as well as for the purposes of protecting and preserving the Native Title rights and interests of the Ngarrindjeri People;

~~6.2.8-6.2.16.~~ to conduct research and gather information necessary for the assertion of traditional rights and interests over Ngarrindjeri Lands including Native Title rights and interests;

~~6.2.9-6.2.17.~~ to enter into agreements with other entities, including, but not limited to, other Aboriginal Peoples and Aboriginal Associations, the Commonwealth or State Governments, private corporations and individuals, in relation to land, cultural knowledge, heritage, or any other rights or interests connected or associated with the Ngarrindjeri People;

~~6.2.10-6.2.18.~~ to manage land of traditional or cultural significance to the Ngarrindjeri People and to hold any interest in such land as trustee or otherwise for the Ngarrindjeri People;

~~6.2.19.~~ to act as the trustee under any trust established for the benefit of the Ngarrindjeri People;

~~6.2.11-6.2.20.~~ to advance, foster and negotiate (or continue to negotiate) the rights and interests of the Ngarrindjeri People by way of any form of accord, treaty or agreement with the Commonwealth or State Government from time to time;



~~6.2.12.6.2.21.~~ to protect the intellectual property rights of the Ngarrindjeri People, including but not limited to:

~~6.2.12.1.6.2.21.1.~~ traditions, observances, customs and beliefs;

~~6.2.12.2.6.2.21.2.~~ songs, music, dances, stories, ceremonies, symbols, narratives and designs;

~~6.2.12.3.6.2.21.3.~~ languages;

~~6.2.12.4.6.2.21.4.~~ spiritual knowledge;

~~6.2.12.5.6.2.21.5.~~ traditional economies and resources management;

~~6.2.12.6.6.2.21.6.~~ scientific, spatial, agricultural, technical, biological and ecological knowledge;

and includes documentation or other forms of media arising therefrom including but not limited to archives, films, photographs, videotape or audiotape.

- 6.3. The assets and income of the Association shall be applied solely in furtherance of its above-mentioned objects and no portion shall be distributed directly or indirectly to the members of the organisation except as bona fide compensation for services rendered or expenses incurred on behalf of the Association

## **7. POWERS AND DUTIES**

- 7.1. Subject to Clause 7.2, the Association shall have power to do all such lawful things as may seem to the Committee necessary or convenient for carrying out the objects of the Association and in particular may exercise all powers conferred upon it as trustee under the terms of any trust for the benefit of the Ngarrindjeri People.
- 7.2. The Association shall not, without obtaining a Special Resolution of Members, make any decision, or do any act, relating to the sale, transfer or disposal of any part of the Ngarrindjeri Lands that may affect any Native Title rights and interests of Ngarrindjeri People.
- 7.3. For the purpose of carrying out its objects, the Association may, subject to the Act and these rules:
- 7.3.1. acquire, hold, deal with, and dispose of, any real or personal property; and
  - 7.3.2. administer any property on trust; and
  - 7.3.3. open and operate ADI (Authorised Deposit Taking Institution) accounts; and
  - 7.3.4. invest its money:
    - 7.3.4.1. in any security which trust money may, by Act of Parliament, be invested; or

- 7.3.4.2. in any other manner authorised by these rules of the Association; and
- 7.3.5. borrow money upon which terms and conditions as the association thinks fit; and
- 7.3.6. give such security for the discharge of liabilities incurred by the Association as the Association thinks fit; and
- 7.3.7. appoint agents to transact any business of the Association on its behalf; and
- 7.3.8. enter into any other contract it considers necessary or desirable.

## **8. INDIVIDUAL MEMBERSHIP**

- 8.1 To be eligible to become an Individual Member of the Association a person must be:
  - 8.1.1 an individual who is a descendant of one of the persons named in Attachment A of the Native Title Claim as extracted herein as Schedule 2; and
  - 8.1.2 over the age of fifteen (15) years.
- 8.2 An eligible individual may apply in writing to become an Individual Member of this Association by completing the form in Schedule 6 and lodging it with the Secretary of the Association.
- 8.3 An Individual Member shall cease to be an Individual Member:
  - 8.3.1 upon death; or
  - 8.3.2 by notice of resignation from the Association.
- 8.4 The Individual Members of the Association shall be those persons included on the register of Members as Individual Members.
- 8.5 All Individual Members shall be entitled to attend, speak and vote at general meetings of the Association and from the first general meeting shall be eligible for appointment as Individual Members of the Committee. All Individual Members shall have one (1) vote. The Association encourages all Individual Members, regardless of whether they live on or off country, whether they are young or old, to seek appointment to be a member of the Committee.
- 8.6 There shall be no fee for becoming an Individual Member of the Association.

## **9. ORGANISATION MEMBERSHIP**

- 9.1 The founding members of the Association are the Organisation Members listed in Schedule 3. The active Organisation Members are listed in Schedule 3A. Each founding member shall complete the consent form in Schedule 4.
- 9.2 To become an eligible Organisation Member of the Association an organisation must:

- 9.2.1 be an incorporated or unincorporated association or company with no less than twenty (20) Ngarrindjeri persons as members; and
- 9.2.2 undertake activities on Ngarrindjeri Lands or provide services to Ngarrindjeri People; and
- 9.2.3 have objects substantially similar to the objects of the Association; and
- 9.2.4 be accepted by a resolution of the Committee of the Association.
- 9.3 An eligible organisation may apply in writing to become an Organisation Member of this Association by completing the form in Schedule 5 and lodging it with the Secretary of the Association.
- 9.4 An Organisation Member is accepted as a Member of the Association upon a resolution being passed by the Committee endorsing the application, and the rights of membership as an Organisation Member shall come into effect at such time.
- 9.5 All Organisation Members will be entitled to attend, speak and vote at general meetings of the Association. Each Organisation Member shall have one (1) vote at any general meeting of the Association.
- 9.6 An Organisation Member shall be entitled to appoint at the time of becoming a Member (and thereafter from time to time) one (1) representative to the Committee of the Association by notice in writing to the Secretary. The Organisation Member can change or substitute its representative at any time by providing notice in writing to the Secretary.
- 9.7 An Organisation Member may cease to be an Organisation Member:
  - 9.7.1 If the Organisation ceases to be eligible under the criteria listed in Clause 9.2; or
  - 9.7.2 If the Organisation Member goes into liquidation or is wound up; or
  - 9.7.3 if that Organisation Member shall by notice resign as an Organisation Member.
- 9.8 An Organisation Member may resign in writing as a member of the Committee. An Organisation Member may seek to appoint a representative at any time thereafter in accordance with the process referred to in Clause 9.6.
- 9.9 There shall be no fee for becoming an Organisation Member of the Association.
- 9.10 If a decision of an Organisation Member may affect the Ngarrindjeri Nation in terms of its inherent responsibilities and rights, or its honour and dignity as a first nation of Australia, it shall be raised by the Organisation Member with the Committee for discussion.

## **10. ASSOCIATE MEMBERSHIP**

- 10.1 Associate Membership of the Association shall be extended to all those persons who would be eligible for Individual Membership in accordance with Clause 8.1, but have not attained the age of fifteen (15) years of age. An

application to become an Associate Member shall be in the form as prescribed in Schedule 7.

- 10.2 Associate Members shall be entitled to attend and speak at general meetings of the Association but may not vote or stand for appointment as Individual Members of the Committee.
- 10.3 A register of Associate Members, including their date of their birth, shall be kept by the Public Officer.
- 10.4 Upon reaching the age of fifteen (15) years an Associate Member shall automatically become a full voting Member of the Association and the register of Individual Members shall be altered accordingly by the Public Officer.



## **11. COMMITTEE**

- 11.1 There shall be a Committee of the Association ("Committee").
- 11.2 The first Committee of the Association to the time of the first general meeting shall comprise representatives of the founding Organisation Members referred to in Clause 9.1.
- 11.3 The Committee may exercise all the powers of the Association.
- 11.4 Subject to Clause 11.2, the Committee shall comprise of:
  - 11.4.1 one (1) representative from each of the Organisation Members; and
  - 11.4.2 four (4) Individual Members.
- 11.5 The term of office for a member of the Committee shall be:
  - 11.5.1 For Organisation Members from their appointment as referred to in Clause 9.6 until such cease to be a Member under Clause 9.7 or resign as a member of the Committee pursuant to Clause 9.8;
  - 11.5.2 For Individual Members from the first meeting of the Committee occurring after a general meeting at which they were elected until the next annual general meeting or as otherwise contemplated in these Rules.
- 11.6 A person cannot be elected to hold office as a Member of the Committee, whether as an Individual or Organisation Member, if he has been convicted within or outside the State:
  - 11.6.1 on an indictment of an offence in connection with the promotion, formation or management of a body corporate: or
  - 11.6.2 of an offence involving fraud or dishonesty punishable on conviction by imprisonment for a period of not less than three (3) months; or
  - 11.6.3 of an indictable offence; or
  - 11.6.4 of –
    - 11.6.4.1 an offence against section 39A of the Act; or
    - 11.6.4.2 an offence against a provision applied by section 41B of the Act; or
    - 11.6.4.3 an offence against section 60 of the Act.
- 11.7 The conviction does not prevent the person from standing for election or being elected if at least five (5) years have passed since the date of conviction, or, if he was sentenced to imprisonment, five (5) years after his release from prison or if the person has been granted exemption by the Commission under section 30 of the Act.
- 11.8 For each Member of the Committee there shall be an alternate member, who shall take the place of the Member only when the Member is unable to be present. Any such alternative Member of the Committee shall be nominated

by the Member of the Committee. The rights duties and responsibilities of any alternate Member are identical to the rights duties and responsibilities of the Member whose place they have taken on the Committee.

- 11.9 The Committee shall appoint as office bearers a Chairperson, Vice Chairperson, Treasurer and Secretary. These officers shall be elected at the first meeting of the Committee which takes place after each annual general meeting of the Association and shall be eligible for re-election as office bearers.
- 11.10 Any casual vacancy in the office of an office bearer shall be filled by a Member of the Committee. The Member of the Committee shall retain that position until the next election of office bearers and shall be eligible for re-election.
- 11.11 The Committee shall manage the affairs of the Association in accordance with these Rules and with the Act.
- 11.12 No person shall make any public statement on behalf of the Association unless authorised by the Committee.

## 12. MEETINGS OF THE COMMITTEE

- 12.1 The Committee shall meet to attend to its business as often as it considers necessary, but at least once every three (3) months and so far as practicable once every month.
- 12.2 A quorum at a Committee Meeting will be the total number of persons entitled to attend, divided by two, disregarding any fraction, and adding one. A quorum for a meeting of the Committee shall be **five (5) members of the Committee**, which must include at least **one (1) Office Bearer**. If a quorum is not present within thirty (30) minutes of the scheduled start time, the meeting shall be adjourned to a date, time, and place determined by the Chairperson. Notice of the adjourned meeting shall be given to all Committee members. Any decision made at the adjourned meeting, shall be endorsed by a subsequent meeting of the committee, which shall comprise of the minimum quorum as specified above.
- 12.3 Meetings may be held using any medium that allows real-time interactions such as the telephone.
- 12.4 The Chairperson shall call all Committee meetings, except for those called pursuant to Clause 12.5.
- 12.5 Any ten (10) members of the Committee may call for a Committee meeting to be held at any time.
- 12.6 The Secretary shall give reasonable notice of each meeting of the Committee to each Member of the Committee.
- 12.7 The Committee shall cause minutes of general meetings as well as all Committee meetings to be made by the Secretary (or such other persons as the Committee appoints). The Committee shall ensure that the minute book is open for inspection at all reasonable times by Members of the Association.

- 12.8 The minute book shall be kept at the registered office of the Association or by the Secretary.

**13. ELECTION OF INDIVIDUAL MEMBERS TO THE COMMITTEE**

- 13.1 The Individual Members of the Committee shall be elected by majority vote at the annual general meetings of the Association and shall be eligible for re-election. If there are more than four (4) nominations for the Committee a ballot shall be held. The ballot shall be a secret ballot conducted by an independent person.
- 13.2 Except as otherwise provided Individual Members of the Committee shall hold office until the first meeting of the Committee after the annual general meeting or special general meeting at which their successors are determined.
- 13.3 An Individual Member of the Committee shall cease to hold office if the Member:
- 13.3.1.1 resigns his office;
  - 13.3.1.2 ceases to be an Individual Member of the Association;
  - 13.3.1.3 becomes incapable in the opinion (expressed in a Special Resolution) of the Committee of performing the duties of office because of mental or physical infirmity;
  - 13.3.1.4 is absent from three consecutive meetings without reasonable excuse being provided to the Committee;
  - 13.3.1.5 becomes bankrupt;
  - 13.3.1.6 becomes incapable of holding office because of a civil penalty disqualification by a court.
- 13.4 At any general meeting of the Association the Members may by Special Resolution remove any Individual Member of the Committee, including office bearers, before the expiration of his period of office provided that such person has been advised of any allegation against them and the Individual Member of the Committee has had an opportunity to answer and be heard in relation to those allegations at the general meeting
- 13.5 If at any time there is a vacancy on the Committee of any position of an Individual Member it shall be filled by another Individual Member. A new Individual Committee member appointed pursuant to this clause shall hold office until the annual general meeting next held and shall be eligible for re-election.

**14. DISCLOSURE OF INTEREST**

- 14.1 Any person on the Committee must disclose any interest in a contract or arrangement or proposed contract or arrangement with the Association at a meeting of the Committee and a record of such disclosure shall be made in the minutes of that meeting.
- 14.2 A person on the Committee who has disclosed an interest may not vote on the Committee or any motion relating to the contract or proposed contract or arrangement.

## 15. NAMED APPLICANTS

- 15.1 Each Named Applicant in the Native Title Application ~~shall~~ has been be invited by the Committee to become a founding Individual Member of the Association.

*For the sake of history, it is noted in these Rules of the Association that the Named Applicants have to date, and will continue to do so in the future, for the benefit of all Ngarrindjeri People shouldered significant responsibility in progressing the Native Title Application, and although the Named Applicants would see such responsibility as their obligation and duty to the past, present and future community of Ngarrindjeri People; it is acknowledged that all Ngarrindjeri People owe a debt of gratitude to the Named Applicants.*

- 15.2 Each Named Applicant:

15.2.1 has a duty to act in that position with honesty, diligence and reasonable care;

15.2.2 shall not make improper use of information or opportunities received through that position;

15.2.3 shall act in accordance with these Rules; and

15.2.4 shall act in accordance with decisions and directions of the Committee.

- 15.3 Named Applicants are not Members of the Committee unless elected in accordance with Clause 13 or appointed in accordance with Clause 9.

~~15.3~~

- 15.4 The Committee's powers include making decisions on matters requiring the action of the Named Applicants in exercise of their responsibilities under the *Native Title Act* and the Named Applicants are by this clause required to act in a timely and co-operative manner in compliance with such decisions and directions as may be made and given by the Committee.

- 15.5 On 14 December 2017 a limited area of the Native Title Application, which is known as Part A, was recognised by a decision of the Federal Court of Australia, and consequently a prescribed body corporate for that area, being the Ngarrindjeri Aboriginal Corporation RNTBC, was registered and became responsible as agent to the Ngarrindjeri People for the approximately 500 allotments within that limited area for which native title rights are recognised, and such corporation shall operate in the same manner as referred to in Clause 15.4.

- ~~15.4~~15.6 Part B of the Native Title Application is being considered by the Federal Court of Australia, and a new prescribed body corporate will be created relating to that limited area, known as Part B, and such corporation will be invited to become an Organisation member and shall operate in the same manner as referred to in Clause 15.4

## 16. SUB-COMMITTEES

- 16.1 The Committee may at any time appoint and determine the responsibilities of any Sub-Committee. Such Sub-Committees (if appointed) shall meet to

discuss issues as briefed, shall keep minutes of matters discussed and decisions made and shall report on the same and make representations to the Committee for endorsement and implementation.

16.2 Unless otherwise decided by the Committee, Sub-Committees:

16.2.1 shall have a quorum of three for their meeting unless the Committee resolves that a larger number shall be the quorum;

16.2.2 shall appoint one of their Members to be responsible for calling meetings and inform the Committee of the name of the responsible person;

16.2.3 may include Members of the Association who are not Members of the Committee.

## **17. DISPUTES**

17.1 Where any dispute arises, either between the Members, or between the Association and its Members, the matter shall be decided by the Committee.

17.2 Where the Committee exercises its powers of adjudication the rules of natural justice must be observed.

## **18. PUBLIC OFFICER**

18.1 The Committee shall, within 3 weeks after incorporation of the Association appoint a person to be the Public Officer of the Association in accordance with section 56 of the Act. The Public Officer need not be a Member of the Association but, if he is a member, he may be the secretary or another office bearer of the Association.

18.2 Where for any reason there is a change of Public Officer the Committee shall within one month after the appointment of the new Public Officer notify to the Commission the full name and official address of the Public Officer.

## **19. REGISTER OF MEMBERS**

19.1 The Public Officer shall keep at his official address a register showing the name and address of every Member of the Association the date on which each Member joins the Association and the date on which each Member ceases to be a Member of the Association.

19.2 The Public Officer must ensure that the register of Members is open for inspection to Members of the public at all reasonable times.

19.3 As soon as practicable after each 30<sup>th</sup> of June but no later than the next 31<sup>st</sup> of December the Committee must give the Registrar a copy of the Register of Member or a list of the names and addresses of all the persons who are Members of the Association.

## **20. GENERAL MEETINGS**

20.1 The first general meeting of Association shall be held within three (3) months of incorporation to undertake any business contemplated by the rules of this Association.



- 20.2 Subject to these Rules, the place, date and hour of every general meeting shall be determined by the Committee and notice of the meeting, including the purpose of the meeting, shall be given to the Members at least seven (7) days prior to the date of the meeting, by any means the Committee considers appropriate.
- 20.3 No business shall be transacted at any general meeting unless a quorum of Members is present in person. A quorum shall be twenty-five percent (25%) of the Organisation Members of the Association and no less than fifty (50) Individual Members.

## **21. ANNUAL GENERAL MEETINGS**

- 21.1 The first annual general meeting of the Association shall be held within fifteen (15) months of incorporation. Subsequent annual general meetings shall be held within three (3) months of each 30<sup>th</sup> of June.
- 21.2 The following business may be conducted at the annual general meeting:-
  - 21.2.1 confirmation the minutes of the last general meeting;
  - 21.2.2 receiving from the Committee the committee report, which will include information concerning, but not limited to:
    - 21.2.2.1 the activities of the Association;
    - 21.2.2.2 Financial Report of the Association prepared under Clause 28.3;
    - 21.2.2.3 a copy of the register of Members;
  - 21.2.3 non-binding recommendations to the Committee in relation to affairs of the Association;
  - 21.2.4 electing the Individual Members of the Committee
  - 21.2.5 any other matter referred to or contemplated in these Rules.
- 21.3 In the event that the Association becomes a prescribed association:
  - 21.3.1 at each annual general meeting, the Members shall appoint a person to be auditor of the Association.
  - 21.3.2 The auditor shall hold office until the next annual general meeting and
  - 21.3.3 is eligible for re-appointment.

If an appointment is not made at an annual general meeting, the Committee shall appoint an auditor for the current financial year.

## **22. SPECIAL GENERAL MEETINGS**

- 22.1 The Committee may call general meetings in addition to the first general meeting and the annual general meeting.

22.2 Any general meeting other than the first general meeting and the annual general meeting shall be called a special general meeting. The order of business at a special general meeting shall be:

22.2.1 to confirm the minutes of the last general meeting;

22.2.2 to deal with all matters for which the meeting was called.

22.3 The Chairperson shall, on the written request of forty (40) or more Members or no fewer than ten per cent (10%) of the total number of Members of the Association, whichever number is greater, call a special general meeting to be held as soon as practicable but not later than one (1) month after the Chairperson receives the request. Any such request shall state the subject matter of the meeting and must be signed by the persons making the request.

22.4 If the Committee does not proceed to cause a special general meeting to be held within twenty-one (21) days from the date on which the request was made, those persons making the request or any of them may convene the meeting, but any meeting so convened shall not be held after three (3) months from the date the request was lodged. Notice of such meeting, including the purpose of the meeting, shall be given to the Members of the Association at least seven (7) days prior to the date of the meeting.

## **23. VOTING AT GENERAL MEETINGS AND COMMITTEE MEETINGS**

23.1 Motions arising at any general meeting of the Association or any meeting of the Committee shall be decided by a majority of votes (except where otherwise indicated by these Rules). Voting shall be by show of hands of all Individual and Organisation Members present, unless the meeting or these Rules otherwise decides or directs.

23.2 After a vote by show of hands referred to in Clause 23.1, any Member of the Association at any general meeting of the Association or any member of the committee at any meeting of the Committee may request the chairperson to conduct a poll. In such circumstances any resolution shall be determined by the result of the poll and the preceding vote by show of hands shall be void and have no effect. The poll shall be conducted by secret ballot under the control and direction of the chairperson.

23.3 The chairperson shall be the chairperson of all meetings at which he or she is present, but if he or she is not present or does not wish to take the chair the vice chairperson shall take the chair and if he or she is not present or does not wish to take the chair the Members present shall elect a chair person for the meeting.

23.4 At general meetings of the Association or any meeting of the Committee any Individual Member or Organisation Member shall be entitled to appoint another Member as proxy by notice given to the secretary at least 24 hours before the meeting advising the proxy appointed. No Member shall hold more than 3 proxy votes. The notice appointing the proxy shall be in a form set out in Schedule 8 to these Rules. A person who intends to exercise a proxy vote or votes shall declare the number of proxy votes he intends to exercise to the meeting chairperson prior to the counting of the votes on the matter. For the purposes of determining a quorum, no proxy shall be counted. Proxy votes shall not count in any vote conducted by a show of hands.

- 23.5 The general meetings of the Association or at any meeting of the Committee shall pass all or any resolutions by Ordinary Resolution unless otherwise stated in these Rules or the Act.

## **24. NOTICES**

- 24.1 A Notice may be given by the Association to any Member by sending it by post to the address specified in the register of Members.
- 24.2 Service shall be deemed to be effected by properly addressing, pre-paying and posting a letter containing the notice.
- 24.3 If a Member has not supplied an address to the Association (and that Member's address is not otherwise known), a notice advertised in a newspaper circulating State wide shall be deemed to be notice duly given to the Member on the date on which the advertisement appears.
- 24.4 Notice of a general meeting shall occur by the publication in the Advertiser Newspaper and any other means deemed appropriate by the Committee.

## **25. COMMON SEAL**

- 25.1 The Association shall have a common seal which shall be kept in the safe custody of the secretary.
- 25.2 The common seal of the Association shall be in the form of a rubber stamp or any other form approved by the Committee with the full name of the Association inscribed in legible characters.
- 25.3 The common seal shall not be used or placed on any document unless authorised by the Committee. If the common seal is placed on any document, two (2) Members of the Committee shall sign the document.
- 25.4 The Secretary shall keep a register of use of the common seal.

## **26. BANKING**

- 26.1 Official receipts shall be issued for all monies received by the Association.
- 26.2 All funds of the Association shall in the first instance be deposited in a bank or investment account of the Association no later than the first working day following the day of receipt or as soon as possible thereafter.
- 26.3 Any authority to draw a cheque for any amount over \$2000.00 shall be by resolution of the Committee, such cheque may thereafter be signed jointly by at least two (2) Members of the Committee or by at least one Committee member and one other person to whom the Committee has delegated this responsibility. The Association's bank must be informed in writing by the Committee of change to the names of those persons authorised to sign cheques.
- 26.4 The Committee may, in writing, give authority to a properly qualified person to provide financial advice to the Association for the purpose of investing funds in low-risk investments.

- 26.5 Nothing contained in this Clause 26 is intended to limit the ability of the Association to make electronic transfer to employees or service provider of the Association.

## **27. APPLICATION OF FUNDS AND PROPERTY**

- 27.1 All funds or property of the Association not subject to any special trusts shall be available at the discretion of the Committee for the purpose of carrying out the objects of the Association, provided that no portion thereof shall be paid or applied directly or indirectly by way of dividend bonus or otherwise howsoever by way of profit to any member, but nothing herein contained shall prevent the payment in good faith of reasonable and proper remuneration to any Member of the Association, officer, servant, agent or employer of the Association for or in return for services actually rendered to the Association.

## **28. ACCOUNTS AND AUDITS**

- 28.1 Proper accounts and records shall be kept by the treasurer or any such person as the Committee appoints, of the transactions and affairs of the Association. The Committee shall do all things necessary to ensure all payments out of the monies of the Association are correctly made and properly authorised and that adequate control is maintained over the assets of, or in the custody of the Association and over the incurring of liability by the Association.

- 28.2 Accounts shall be passed for payment by the Committee or under the authority of a delegation approved by the Committee for this purpose.

- 28.3 After the end of the financial year, the Committee must:-

28.3.1 cause accounts in respect of the financial year to be prepared; and

28.3.2 cause the accounts to be audited by a registered company auditor, a firm of registered company auditors, a person who is a member of the Australian Society of Certified Practising Accountants or the Institute of Chartered Accountants in Australia or such other person who may be approved by the Commission as an auditor of the accounts of the Association;

28.3.3 cause to be attached to the accounts, before the auditor reports on the accounts, a statement made in accordance with a resolution of the Committee of the Association and signed by two (2) or more members of the Committee –

28.3.3.1 stating whether or not –

28.3.3.1.1 the accounts present fairly the results of the operations of the Association for the financial year and the state of affairs of the Association as at the end of the financial year; and

28.3.3.1.2 the Committee has reasonable grounds to believe that the Association will be able to pay its debts when the fall due; and

28.3.3.2 giving particulars –

28.3.3.2.1 of any body corporate that is a subsidiary of the Association; and

28.3.3.2.2 of any trust of which the association is a trustee;

and compile these into a Financial Report

## **28A. GIFT FUND**

28A.1 Provided the Committee has passed a resolution endorsing the establishment of the Gift Fund, the Association will establish and maintain a Gift Fund.

28A.2 Donations will be deposited into the Gift Fund. These monies will be kept separate from other funds of the Association and will only be used to further the principal purpose of the Association. Investment of monies in this fund will be made in accordance with guidelines for gift funds as specified by the Australian Taxation Office.

28A.3 The fund will be administered by a management committee or a subcommittee of the management committee, the majority of whom, because of their tenure of some public office or their professional standing, have an underlying community responsibility, as distinct from obligations solely in regard to the objectives of Association.

28A.4 In relation to the fund created under this Clause 28A, no monies or other assets in this fund will be distributed to members or office bearers of the Association, except as reimbursement of out-of-pocket expenses incurred on behalf of the fund or proper remuneration for administrative services.

28A.5 Receipts for gifts to the Gift Fund must state:

28A.5.1 the name of the Gift Fund;

28A.5.2 the Australian Business Number of the Association;

28A.5.3 the fact that the receipt is for a gift; and

28A.5.4 any other matter required to be included the *Income Tax Assessment Act 1997*.

28A.6 In the event of the Gift Fund being dissolved, the amount that remains after such dissolution shall be transferred to some other fund, authority or institution with similar purposes which are not carried on for the profit or gain of its individual members.

28A.7 If the Gift Fund is wound up or its endorsement as a deductible gift recipient is revoked (whichever occurs first), any surplus of the following assets shall be transferred to another organisation, fund, authority or institution to which income tax deductible gifts can be made:

28A.7.1. gifts of money or property for the principal purpose of the Association;

28A.7.2 contributions made in relation to an eligible fundraising event held for the principal purpose of the Association; and



28A.7.3 money received by the Association because of such gifts and contributions.

## **29. EXPULSION OR SUSPENSION OF MEMBERS**

- 29.1 Subject to giving a Member an opportunity to be heard or to make a written submission, the Committee may resolve to expel or suspend a Member upon a charge of misconduct detrimental to the interests of the Association.
- 29.2 A reasonable level of particulars of the charge shall be communicated to the Member at least one (1) month before the meeting of the Committee at which the matter will be determined.
- 29.3 The determination of the Committee shall be communicated to the Member, and in the event of a determination to expel the Member shall, subject to Clause 29.4, cease to be a member fourteen (14) days after the Committee has communicated its determination to the Member.
- 29.4 It shall be open to a member to appeal to the Association in general meeting against the expulsion. The intention to appeal shall be communicated to the secretary or public officer of the Association within fourteen (14) days after the determination of the Committee has been communicated to the Member.
- 29.5 In the event of an appeal under Clause 29.4, the appellant's membership of the Association shall not be terminated unless the determination of the Committee to expel the Member is upheld by the Members of the Association in general meeting after the appellant has been heard by the Members of the Association, and in such event membership will be terminated at the date of the general meeting at which the determination of the Committee is upheld.
- 29.6 In the event that the Member is suspended by the Committee there shall be no right of the Member to seek to appeal the decision of the Committee provided that natural justice has applied to the process of imposing the suspension. All rights of the Member shall be suspended while the Member is suspended.
- 29.7 All communications or discussions related to any matter falling within this Clause shall be and remain confidential.

## **30. ALTERATIONS OF OBJECTS AND RULES**

- 30.1 The objects and Rules of the Association may be altered by a Special Resolution of Members (in person or by proxy) at a general meeting. The proposed alterations must be specified in the notice of the general meeting at least twenty-one (21) days prior to that meeting.
- 30.2 The Public Officer shall, pursuant to Section 24 of the Act, within one (1) month after the making of the alteration, file with the Commission notification of the alteration.

## **31. WINDING UP**

- 31.1 The winding up of the Association shall be in the accordance with the Act.

31.2 The Association may be dissolved by a Special Resolution of the Members of the Association present and voting at a general meeting especially

convened for that purpose. The resolution of dissolution shall specify an Association or Fund established for the benefit of Ngarrindjeri People generally to which the property and funds of the Association shall be transferred. Such Association or Fund shall be one which meets the requirements of ~~section 50-5 of the Income Tax Assessment Act 1997~~as prescribed in Clause 31.3.

31.3 If the Association is wound up or its endorsement as a deductible gift recipient is revoked (whichever occurs first), and consistently with Clause 28A..7, any surplus of the following assets shall be transferred to another organisation with similar objects, which is charitable at law, to which income tax deductible gifts can be made:

31.3.1 gifts of money or property for the principal purpose of the organisation

31.3.2 contributions made in relation to an eligible fundraising event held for the principal purpose of the organisation

31.3.3 money received by the organisation because of such gifts and contributions.

31.2

~~31.3 It is anticipated by the Association that, in the event of a determination of Native Title in favour of the Native Title Claim group in respect of the Ngarrindjeri Lands or any part of them, this entity may convert to an entity capable of being a registered Native Title body corporate and have the functions of a registered Native Title body corporate as set out in the Native Title (Prescribed Bodies Corporate) Regulations,~~

**SCHEDULE 1**  
**NGARRINDJERI LANDS**

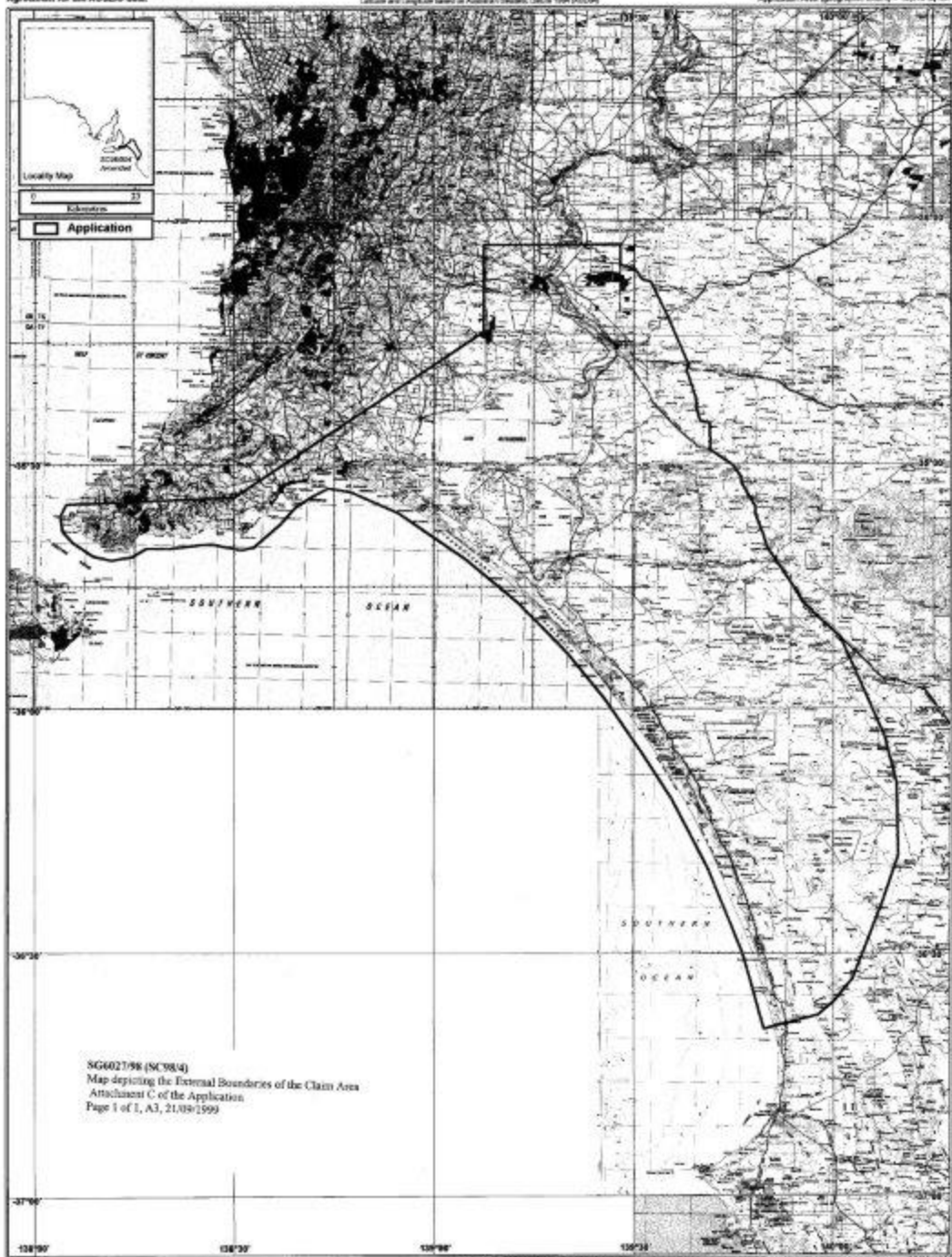
# NATIVE TITLE APPLICATION

This map product MUST NOT be sold,  
given away, traded, lent, hired or otherwise dealt with.  
This is a condition of the Data Licensing  
Agreement for the AUSLID data.

Application Boundary data sourced from Resource Information, DEHAA  
and modified by Geospatial Analysis & Mapping Branch, NNTT  
Topographic image maps (1:250,000) sourced from AUSLID  
Latitude and longitude based on Australian Geodetic Datum 1984 (AGD84)

SC98/004 (SG6027/98) Amended  
Ngarrindjen #2

Application Area (geographic extent) = 10,210 sq km



SG6027/98 (SC98/4)  
Map depicting the External Boundaries of the Claim Area  
Attachment C of the Application  
Page 1 of 1, A3, 21/08/1999

**SCHEDULE 2  
NGARRINDJERI PEOPLE  
NATIVE TITLE CLAIM GROUP**



"ATTACHMENT A"

NATIVE TITLE CLAIM GROUP

The Native Title Claim Group (the claim group) comprises those people, Ngarrindjeri and others, who hold in common the body of traditional law and custom governing the area that is the subject of the claim and who;

1. Are related by means of a traditional principle of descent to the following apical ancestors:
  - 1.1 Jim Gibson and his wife Katherine (also known as Caroline);
  - 1.2 Kitty Russell who is the mother of Amy Russell;
  - 1.3 Turtaminyeri and her husband Whympie (also written as Wirimpie);
  - 1.4 Maggie Dixon who is the mother of Jack, Harry and Alf Watson;
  - 1.5 Lousia Karpany, nee Kontinyeri (also known as 'Queen' Louisa, Louisa Ngewatainindjeri);
  - 1.8 Dick Dath (also known as Old Jack Fisherman and Fisherman Jack – also written as Death and Dat) and his wife Mutinda (also known as Maltinda);
  - 1.9 The man Wiwat-tateri (also known as Old Bull) and his wife;
  - 1.10 The woman who is the mother of George Walker and Joe Walker;
  - 1.11 Joe Walker and his wife Emily (also known as Emma Yriandinyeri);
  - 1.12 Kini and her husband;
  - 1.13 Reuben Walker (also known as Reuben Rankine);
  - 1.14 Mary Cameron and her husband;
  - 1.15 The sibling set Elizabeth (Libby), Charlotte, Mary, Tom, Lucy and Christina;
  - 1.16 Old Gollan;
  - 1.17 Bill Hunter;

- 1.18 Sandy (also known as Old Sandy) and his wife;
- 1.19 John Hodgkiss;
- 1.20 John Davison;
- 1.21 Minora and his wife Mary Ann,
- 1.22 Jim Felix (also known as Charlie) and his wife;
- 1.23 Grote (also written as Groot) and his wife who are parents of Albert Kartinyeri;
- 1.24 Benjamin Sumner who is the father of Eva (also known as Darpung), John and Ellen Sumner;
- 1.25 Kinduruwar who is the mother of Eva (also known as Darpung), John and Ellen Sumner;
- 1.26 Mulparini who is the mother of Philip Sumner and Isabella Sumner;
- 1.27 John Rankine;
- 1.28 George Harris;
- 1.29 Jack Liliwar and his wife;
- 1.35 Minkuluti,
- 1.36 Tripp husband of Kundiwe;
- 1.37 Eliza Tripp who is the mother of Bertie Tripp;
- 1.38 The mother of Charlotte Varcoe;
- 1.39 Pi:wi:ngangke (also known as Jumbo Campbell and Yulukipald) and his wife Renungi;
- 1.40 Ngakun who is the father of Pulami (also known as King Peter or King Pullum) and his wives;
- 1.41 Nangowane;
- 1.42 James Jackson and his wife;
- 1.43 Old Kropinyeri and his wife;
- 1.44 Old Giles (also known as James Giles and Old Henry Giles) and his wife Nyaikinyeri;
- 1.45 Donald Gollan (also known as Dan Gollan);
- 1.46 The woman who is the mother of Alf Gollan;
- 1.47 Old man Stephens;

- 1.48 Ada Stephens wife of Bob Stephens;
- 1.49 Old Carter;
- 1.50 George Spender;
- 1.51 James Spender and his wife Betty Campbell;
- 1.52 Long Billy;
- 1.53 The woman Li:wuni (also known as Lewinne) who is the mother of Dorothy and Emily Lewinne;
- 1.54 Fanny (also known as Cockeyed Fan);
- 1.55 Bewes (also known as Willie and Eli);
- 1.56 George Taylor;
- 1.57 The man Wasa and his wife Petembetepiri;
- 1.58 Priscilla Wasa mother of Fred Wasa and others;
- 1.59 Old Dick Martin (also known as Jack Martin and Ku:jap) and his wife;
- 1.60 Old Paddy Smith and his wife Louisa;
- 1.61 Fred Long and his wife Matilda (also known as Lena Weyantali);
- 1.62 George Beck and wife Mary Jane;
- 1.63 Ngunaitponi (also known as Unaipon) and his wife;
- 1.64 Dodd and his wife Margaret;
- 1.65 The mother of Hannah Lawson;
- 1.66 Tommy Lawson;
- 1.67 Old Mary Lampard,
- 1.68 Crofton Boothby and his wife Euphemia;
- 1.69 Wanditinyeri (also known as Jenny Ponggi, Nelly Muldugine and Paleliwal; also written as Pongge and Pondji);
- 1.70 Edward and his wife Maggie;
- 1.71 Bill Rollison;
- 1.72 The man Pinkie and his wife;
- 1.73 John Dunn;
- 1.74 George Pantoni and his wife Amelia (nee Rankine);
- 1.75 Monarta (also known as Queen Monarta) and her husband 'King' John;

- 1.76 Buffalo and his wife;
- 1.77 Old Makeri, father of George Makeri (also known as Muckray, Mukary) and;
- 1.78 William Poole (also written Pool) and his wife Lizzie.

2. The principles of incorporation into the claim group according to traditional law and custom also include:

- 2.1 being of Aboriginal descent; and;
- 2.2 having a connection with the claim area in accordance with the traditional law and custom of the claim group which includes a principle of descent from their ancestors.

Note: The traditional laws and customs include the adoption of persons of Aboriginal descent.

3. Where, despite the application of the principles set out in paragraphs 2 and 3 above, there remains any uncertainty as to whether a person can be identified as part of the claim group:

- 3.1 The Ngarrindjeri and others Native Title Claim Group Management Committee have the authority acknowledged by the claim group to determine, in accordance with the traditional laws and customs of the claim group, whether a person of Aboriginal descent has a connection to the claim area in accordance with 2.2 above;
- 3.2 the principle of authority set out in paragraph 3.1, acknowledged by the claim group according to traditional law and custom, incorporates the potential transfer of this authority to appropriate persons in the claim group.

4. The following individuals, namely Allan Bell Campbell jnr and his brother John Campbell and their children who are descendants of Ngakun (see point 1.40 above) have specifically requested that they be excluded from the claim group description.

### **SCHEDULE 3**

#### **LIST OF FOUNDING ORGANISATION MEMBERS**

NGARRINDJERI TENDI INCORPORATED;  
NGARRINDJERI NATIVE TITLE MANAGEMENT COMMITTEE;  
LOWER MURRAY NUNGAS CLUB INCORPORATED;  
NGARRINDJERI LAND AND PROGRESS ASSOCIATION INCORPORATED;  
[RAUKKAN ABORIGINAL COMMUNITY INCORPORATED](#)  
KALPARRIN COMMUNITY INCORPORATED;  
TANGGLUN PILTENGI YUNTI ABORIGINAL CORPORATION;  
MANNUM ABORIGINAL COMMUNITY ASSOCIATION INCORPORATED;  
DARPUNG TALKINYERI;  
NGARRINDJERI HERITAGE COMMITTEE INCORPORATION;  
FLEURIEU ABORIGINAL PROGRESS ASSOCIATION.

### **SCHEDULE 3A**

#### **LIST OF ACTIVE ORGANISATION MEMBERS AS AT 30 JUNE 2025**

[NGARRINDJERI NATIVE TITLE MANAGEMENT COMMITTEE;](#)  
[NGARRINDJERI LAND AND PROGRESS ABORIGINAL CORPORATION ICN 9624;](#)  
[MANNUM ABORIGINAL COMMUNITY ASSOCIATION INCORPORATED;](#)  
[DARPUNG TALKINYERI;](#)  
[NGARRINDJERI ABORIGINAL CORPORATION RNTBC ICN 8743](#)  
[NGARRINDJERI RUWE EMPOWERED COMMUNITIES ABORIGINAL AND TORRES](#)  
[STRAIT ISLANDER CORPORATION ICN 9138](#)  
[KUTI CO PTY LTD](#)  
[MOORUNDI ABORIGINAL COMMUNITY CONTROLLED HEALTH SERVICE LTD](#)



## SCHEDULE 4

## CONSENT TO BECOME A FOUNDING ORGANISATION MEMBER

I, \_\_\_\_\_  
(full name)

of \_\_\_\_\_

(address)

being a person authorised by:

---

[Name of Organisation]

hereby consent to become a founding Organisation Member of the Ngarrindjeri Regional Authority. It is acknowledge that at all time the organisation shall act in accordance with the rules of the Association and the Act.

Signed: \_\_\_\_\_

Chairperson: \_\_\_\_\_

Date:      /      /

**SCHEDULE 5**  
**ORGANISATION MEMBER APPLICATION FORM**

The \_\_\_\_\_  
*(Name of Organisation)*

of \_\_\_\_\_

\_\_\_\_\_  
*(Registered address)*

hereby applies to become a member of the Ngarrindjeri Regional Authority Inc. I certify that the Organisation complies with all criteria for membership referred to in Clause 9 of the Rule.

The following person is appointed as our representative on the Committee of the Association:

Name:

Address:

Telephone:

I certify that I am authorised to make this application for membership of the Ngarrindjeri Regional Authority Inc for and on behalf of the Organisation. The Organisation agrees to comply with the rules of the Ngarrindjeri Regional Authority Inc. and the Act.

Signed: \_\_\_\_\_  
*(Signature)*

Chairperson: \_\_\_\_\_

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

**SCHEDULE 6**  
**INDIVIDUAL MEMBER APPLICATION FORM**

I, \_\_\_\_\_  
*(full name)*

of \_\_\_\_\_

\_\_\_\_\_  
*(address)*

hereby apply to become a member of the Ngarrindjeri Regional Authority Inc. I certify that I am eligible to become an individual member of the Ngarrindjeri Regional Authority Inc. I agree to abide by all rules of the Ngarrindjeri Regional Authority Inc. and the Act.

Signed: \_\_\_\_\_

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

## ASSOCIATE MEMBER APPLICATION FORM

I, \_\_\_\_\_  
(full name)

of \_\_\_\_\_

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*(address)*

hereby apply to become an Associate Member of the Ngarrindjeri Regional Authority Inc. I certify that I am eligible to become a member of the Ngarrindjeri Regional Authority Inc., save for the fact that I am under fifteen (15) years of age. I agree to abide by all rules of the Ngarrindjeri Regional Authority Inc. and the Act.

Signed: \_\_\_\_\_

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

**SCHEDULE 8**  
**APPOINTMENT OF PROXY FORM**

I, \_\_\_\_\_  
*(full name)*

of \_\_\_\_\_

\_\_\_\_\_  
*(address)*

being a member of the Ngarrindjeri Regional Authority Inc. hereby appoint

\_\_\_\_\_  
*(full name of proxy)*

of \_\_\_\_\_

\_\_\_\_\_  
*(address of proxy)*

being a member of that Association, as my proxy to vote for me on my behalf at the general meeting of the Association (annual general meeting or other general meeting, as the case may be) to be held on the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, and at any adjournment of that meeting.

Signed: \_\_\_\_\_  
*(Signature of member appointing proxy)*

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

**NOTE:** A proxy vote may not be given to a person who is not a member of the Association.