

# NEIGHBOURHOOD WATCH NEW SOUTH WALES INCORPORATED



## OPERATING CHARTER FOR INDEPENDANT AFFILIATED GROUPS

### Introduction

- Neighbourhood Watch is a community-based crime prevention program which works in partnership with New South Wales Police to reduce the incidence of preventable crime and provide a safer community for all New South Wales Neighbourhoods.
- The purpose of this Charter is to establish and define the relationship between Neighbourhood Watch New South Wales Incorporated, as the coordinating body for the Neighbourhood Watch program in New South Wales, and groups across New South Wales who wish to participate (or continue participating) in the program
- Local groups are organised at a Local Government Area Region (LGAR) level wherever possible and such other subordinate levels within the LGAR as may be determined by the committee of the relevant LGAR group. LGAR groups, or other approved groups at the discretion of the Board, will affiliate with Neighbourhood Watch New South Wales and operate independently and in accordance with this Charter (the Charter)
- Neighbourhood Watch New South Wales Incorporated is a not-for-profit organisation and as such the assets and income of the organisation shall be applied solely to further its objects and no portion shall be distributed directly or indirectly to the members of the organisation except as genuine compensation for services rendered or expenses incurred on behalf of the organisation.

### Definitions

1. In this Charter **“the Rules”** means the Rules (also know as the Constitution) of ‘Neighbourhood Watch New South Wales Incorporated (NHW NSW) (as amended from time to time) and **“the Board”** and **“voting member”** have the **same meaning as in the rules.**
2. In this Charter **“the relevant Policies”** means the following Policies of NHW NSW as approved by the Board and available on the NHW NSW website

[www.nhw NSW.org.au](http://www.nhw NSW.org.au). Compliance with these Policies is a condition of affiliation.

The Relevant Policies are:

- (a) Privacy Policy
- (b) Membership Policy
- (c) Communications Policy
- (d) Code of Conduct

The board may amend or add relevant Policies if required by legislative or regulatory changes. If the Board deems it necessary to make other changes to the relevant Policies or add other policies to this list, such policies shall first be circulated to all Affiliated Groups for comment. The new or revised policy shall be considered by a Special Forum Meeting if requested by 10% or more of Affiliated Groups.

3. In this Charter **“The Operations Guide”** means the Operations Guide available in the Volunteer Toolkit on the NHW NSW website, as approved by the Board and amended from time to time.

## The “Four Faces” Logo

4. NHW Victoria is the owner of the NHW “Four Faces” logo. NHW Victoria has granted NHW NSW licensing rights to this logo. Within NSW, this logo may only be used by affiliated groups or in other situations if approved by the Board. The logo may not be changed or altered in any way without the prior written approval of the Board

## Affiliation

5. The preferred structure for Affiliated Groups is at a Local Government Area Region (LGAR) level. Any LGAR group which supports the objectives of Neighbourhood Watch may apply to be affiliated with NHW NSW by completing the “Application for Affiliation Form” (Schedule 1 of the Rules).
6. Local are groups within an LGAR, however designated or described, will be deemed to be part of the appropriate LGAR group unless NHW NSW State Office is otherwise notified by that LGAR group.

7. If there is only one group in an LGAR the Board, at its discretion, and in accordance with the rules, may affiliate that group. Alternatively, the board may allow that group to be part of another affiliated LGAR.
8. In special circumstances, the Board, at its discretion, and in accordance with the rules, may affiliate more than one group in an LGAR.
9. An affiliated group may be de-affiliated in circumstances specified in the rules. The Board will always use its best endeavors to resolve issues that may arise, de-affiliation will be a last resource.
10. Affiliated groups may continue to use the Neighbourhood Watch name, logo, and other program material and to receive and share information about project/program implementation, including bulk purchases of printed material and signage. They will also be entitled to the protection of public liability insurance and to access volunteer accident insurance. They will be supported by NHW NSW, as appropriate, in grant applications.
11. No subscriptions are charged by NHW NSW State Office for the facilities and services provided by NHW NSW State Office.

### Representation of Affiliated groups in NHW NSW

12. Every affiliated LGAR group is entitled to nominate one of its accredited volunteers to be its delegate at NHW NSW general meetings and forums as a voting member of NHW NSW in accordance with the rules.
13. If there is no LGAR group in an area but the Board, under clause 7, has affiliated a local group, that local group is entitled to nominate one of its accredited volunteers to be its delegate at NHW NSW general meetings and forums as a voting member of NHW NSW in accordance with the rules.
14. If, under clause 7, the Board has affiliated more than one group in an LGAR, those groups may collectively nominate among their accredited volunteers one person to be their delegate at NHW NSW general meetings and State Forums as a voting member of NHW NSW in accordance with the rules.

## Finances

15. LGAR and local groups will retain control over their finances. Local groups which are part of an affiliated group must provide financial information to their affiliated group to enable statutory accounts to be prepared annually
16. In the event of an affiliated group or LGAR being dissolved, all assets that remain after such dissolution and the satisfaction of all debts and liabilities shall be transferred to NHW NSW who has the same purposes, which is charitable at law, and which has rules prohibiting the distribution of its assets and income to its members.  
A maximum of \$1,000, or the full amount of the dissolved groups finances if less, will be held in trust until the earlier of:
  - (a) Another group becoming operative in the inactive area, in which event the funds will be remitted to that new affiliated group and no longer held by NHW NSW
  - (b) A period of one (1) year from the cessation of the affiliated groups operations, in which event NHW NSW will assume full and permanent ownership of those funds to use while supporting other NHW groups across New South Wales

## Undertakings by NHW NSW to affiliated groups

17. NHW NSW undertakes:
  - (a) To comply with its legal and governance requirements as an incorporated charitable organisation
  - (b) To manage the relationship with New South Wales Police at a senior level
  - (c) To arrange and fund the provision of public liability insurance to cover the activities of NHW NSW and affiliated groups
  - (d) To coordinate the provision of bulk volunteer personal accident insurance for groups requesting and paying for cover for their volunteers.
  - (e) Where appropriate, to provide support for grant applications made by affiliated groups
  - (f) To promote and market the Neighbourhood Watch program throughout the general community.
  - (g) To assist in the establishment of new Neighbourhood Watch groups, as deemed necessary and appropriate.
  - (h) To develop guidelines and policies for the operation of affiliated and local groups (These are available on the NHW NSW website [www.nhwsw.org.au](http://www.nhwsw.org.au))

- (i) To provide access to a range of resources and materials such as membership application form, service certificates, etc.
- (j) To provide and maintain the NHW NSW website and social media platforms.
- (k) To provide email support for affiliated and local groups.

### Undertakings by affiliated groups to NHW NSW

18. To ensure that the reputation and integrity of the Neighborhood Watch program is maintained each affiliated group agrees to undertake the following:
- (a) To abide by this Charter and the relevant policies of NHW NSW
  - (b) To comply with all relevant State and Federal laws
  - (c) To adopt the Model Rules in the “Associations Incorporation Reform Act 2012” or if changes to the Model Rules are desired, to ensure that such changes are not inconsistent with the rules of NHW NSW
  - (d) Subject to (b) and (c) (as the case may be), to conduct its operations having regard to the Operations Guidelines on the NHW NSW website ([www.nhwnsw.org.au](http://www.nhwnsw.org.au)), as varied from time to time
  - (e) To provide annually to NHW NSW a financial Statement
  - (f) To provide quarterly to NHW NSW a membership list in the required format (*Note: Affiliated groups will be given advance notice of reporting requirements and due dates*).
  - (g) To notify NHW NSW of any changes in the office bearers of the affiliated group within one (1) month of such occurring.
  - (h) To comply with the Neighbourhood Watch Membership Policy and to ensure as far as possible:
    - (i) That applicants for membership of the affiliated group and local groups within the affiliated groups are of good character
    - (j) That any member or applicant for membership of the affiliated group requiring a National Police Check under the policy submits to such a check
    - (k) That if it becomes apparent that a member is no longer of good character, to take all necessary steps to terminate that person’s membership
    - (l) If requested by the Board on reasonable grounds, to appropriately discipline/terminate the membership of a member who is not of good character or who has conducted himself/herself in a manner harmful to the reputation of the Neighbourhood Watch program

This affiliation agreement is signed on behalf of and with the authority of (name of affiliated group)

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On the ..... Day of ..... 20..

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Signature

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Office held in affiliated group

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Signature

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Office held in affiliated group

Signed on behalf of and with the authority of Neighbourhood Watch New South Wales Incorporated.

On the ..... Day of ..... 20..

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Signature

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Office held in Neighbourhood Watch  
New South Wales Incorporated