

Constitution

(Amended on 23 September 2021)

TABLE OF CONTENTS

Page no.

| | | |
|-----------|---|-----------|
| 1 | Definitions and interpretation | 1 |
| 1.1 | Definitions..... | 1 |
| 1.2 | Words and expressions | 3 |
| | In this Constitution | 3 |
| 2 | Objects..... | 4 |
| 2.1 | The principal objects of the Company are to | 4 |
| 3 | Powers of the Company..... | 5 |
| 4 | Gift Fund..... | 6 |
| 5 | Membership and eligibility | 7 |
| 5.1 | Number and classes of Membership | 7 |
| 5.2 | Admission to Membership | 7 |
| 5.3 | Subscription..... | 8 |
| 5.4 | Nominee | 9 |
| 5.5 | Undertaking | 9 |
| 5.6 | GST | 9 |
| 5.7 | Distribution of membership fees to State Divisions..... | 9 |
| 5.8 | Distribution of membership fees to State Chapters | 10 |
| 6 | Rights of Members | 10 |
| 6.1 | Rights and privileges | 10 |
| 6.2 | Voting Rights | 10 |
| 6.3 | Variation of Rights | 10 |
| 6.4 | Effect of new class of Membership | 10 |
| 7 | Register of Members | 10 |
| 7.1 | Information in Register | 10 |
| 7.2 | Inspection and copies | 11 |
| 8 | Default by members | 11 |
| 9 | Cessation of Membership..... | 11 |
| 9.1 | Ceasing to be a Member | 11 |
| 9.2 | Continuing liability..... | 11 |
| 9.3 | Power to censure, suspend or expel..... | 11 |
| 10 | Resignation of Membership | 13 |
| 11 | General meetings | 13 |
| 11.1 | Annual General Meeting..... | 13 |
| 11.2 | General meetings | 13 |
| 11.3 | Calling | 13 |
| 11.4 | Notice | 14 |
| 11.5 | Content of notice | 14 |
| 11.6 | Failure to give notice | 14 |
| 11.7 | Postponement or cancellation or change of general meeting | 14 |
| 12 | Proceedings at general meetings | 14 |
| 12.1 | Quorum | 14 |
| 12.2 | Determining quorum | 14 |
| 12.3 | Quorum not present..... | 15 |
| 12.4 | Chairing meetings..... | 15 |
| 12.5 | Function of President..... | 15 |
| 12.6 | Adjournment by President | 15 |
| 12.7 | Adjourned meeting | 15 |
| 12.8 | Show of hands | 15 |
| 12.9 | Demanding a poll..... | 16 |
| 12.10 | When and how polls must be taken | 16 |
| 12.11 | Equal number of votes..... | 16 |
| 13 | Voting at general meetings..... | 16 |
| 13.1 | Number of votes | 16 |
| 13.2 | Voting by guardians..... | 16 |
| 13.3 | Unpaid Subscription | 16 |

| | | |
|-----------|---|-----------|
| 13.4 | Objections..... | 16 |
| 14 | Proxies, attorneys and representatives | 17 |
| 14.1 | Proxies | 17 |
| 14.2 | Number of proxies | 17 |
| 14.3 | Proportion of votes exercisable by proxies | 17 |
| 14.4 | Rights of proxies..... | 17 |
| 14.5 | Voting rights of proxies | 17 |
| 14.6 | Attorneys and representatives | 17 |
| 14.7 | Rights of attorneys and representatives | 17 |
| 14.8 | No membership requirement..... | 17 |
| 14.9 | Standing appointments | 17 |
| 14.10 | Instrument of appointment of proxies..... | 17 |
| 14.11 | Instrument of appointment of attorneys and representatives | 18 |
| 14.12 | Alternative method of appointment | 18 |
| 14.13 | Company must receive appointments..... | 18 |
| 14.14 | Definition of receipt..... | 18 |
| 14.15 | Additional documents | 18 |
| 14.16 | President may declare appointment valid..... | 18 |
| 14.17 | Adjourned meetings..... | 19 |
| 14.18 | Rights of proxies and attorneys if Member present..... | 19 |
| 14.19 | Priority of conflicting appointments | 19 |
| 14.20 | Continuing authority..... | 19 |
| 15 | Class meetings | 19 |
| 16 | Directors and the Board..... | 19 |
| 16.2 | Term of office..... | 20 |
| 16.3 | Casual vacancy or addition to Board | 20 |
| 16.4 | Increase or reduce number of Directors | 20 |
| 16.5 | Remuneration of Directors..... | 21 |
| 16.6 | All payments made to Directors under clause 16.5(c) and 16.5(d) must be approved by the Board..... | 21 |
| 16.7 | Vacation of office | 21 |
| 16.8 | Removal of Director..... | 21 |
| 17 | Election of Directors | 21 |
| 18 | Alternates | 22 |
| 18.1 | Appointment | 22 |
| 18.2 | Membership requirement..... | 22 |
| 18.3 | Powers and duties | 22 |
| 18.4 | Cessation of appointment | 22 |
| 18.5 | Written notice..... | 22 |
| 19 | Powers and duties of Directors | 22 |
| 19.1 | Management of the Company | 22 |
| 19.2 | Specific powers | 23 |
| 19.3 | Appointment of <i>Australian Law Librarian</i> Editor | 23 |
| 19.4 | Duties under the Corporations Act..... | 23 |
| 19.5 | No disqualification | 23 |
| 19.6 | Disclosure of interests | 23 |
| 19.7 | Voting if Director has an interest..... | 23 |
| 19.8 | Confidentiality | 24 |
| 20 | Delegation of Directors' powers | 24 |
| 20.1 | Power to delegate..... | 24 |
| 20.2 | Terms of delegation..... | 24 |
| 20.3 | Delegate to comply with directions | 24 |
| 20.4 | Board may revoke delegation | 24 |
| 20.5 | Advisory board..... | 24 |
| 20.6 | Proceedings of committees and advisory board | 24 |
| 21 | Board meetings | 25 |
| 21.1 | Procedure | 25 |
| 21.2 | Calling | 25 |
| 21.3 | Notice | 25 |
| 21.4 | Telephone and audio visual communications | 25 |

| | | |
|-----------|--|-----------|
| 21.5 | Quorum | 26 |
| 21.6 | When a Director is treated as present | 26 |
| 21.7 | President | 26 |
| 21.8 | Decisions | 26 |
| 21.9 | Too few Directors..... | 26 |
| 21.10 | Written resolutions passed by multiple Directors | 26 |
| 21.11 | Signing written resolutions..... | 27 |
| 21.12 | Valid proceedings | 27 |
| 22 | Treasurer | 27 |
| 22.1 | Appointment | 27 |
| 22.2 | Obligations of Treasurer | 27 |
| 23 | Secretary | 27 |
| 23.1 | Appointment | 27 |
| 24 | Minutes | 27 |
| 24.1 | Board must keep minutes | 27 |
| 24.2 | Minutes must be signed..... | 28 |
| 24.3 | Minutes as evidence..... | 28 |
| 24.4 | Access to minutes..... | 28 |
| 25 | Seal and execution of documents | 28 |
| 25.1 | Common seal | 28 |
| 25.2 | Use of seals..... | 28 |
| 25.3 | Executing documents | 28 |
| 25.4 | Negotiable instruments | 28 |
| 26 | Accounts. | 28 |
| 26.1 | Obligations..... | 28 |
| 26.2 | Inspection | 28 |
| 27 | Audit..... | 29 |
| 28 | Notices..... | 29 |
| 28.1 | Method | 29 |
| 28.2 | Receipt | 29 |
| 28.3 | Evidence of service..... | 29 |
| 29 | Winding up | 29 |
| 30 | Indemnity and insurance | 30 |
| 30.1 | Indemnity and insurance..... | 30 |
| 30.2 | Survival of indemnity | 30 |
| 30.3 | Indemnity and insurance subject to law | 30 |

CONSTITUTION OF AUSTRALIAN LAW LIBRARIANS' ASSOCIATION LIMITED ("Company")

1 Definitions and interpretation

1.1 Definitions

In this Constitution, unless the context requires otherwise:

"Alternate " means a person appointed as an alternate Director under clause 18.

"Australian Law Librarian" means the official journal of the Australian Law Librarians' Association referred to in clause 2.1(f).

"Australian Law Librarian Editor" means the person appointed from time to time pursuant to the provisions of clause 19.3.

"Board" means the board of Directors of the Company from time to time established under clause 16.

"Commercial Member" means an employee or owner of a business that is a vendor of services and products to libraries, interested in the objectives of the Company that is recorded as a Member in the Register. A Commercial Member is not entitled to vote and is not eligible to be nominated as a Director.

"Commissioner" means the Commissioner of Taxation, a second Commissioner of Taxation or a Deputy Commissioner of Taxation or other delegate of the Commissioner of Taxation for the purposes of the Tax Act.

"Company" means the company defined at the beginning of this Constitution.

"Constitution" means this Constitution as supplemented, substituted or amended from time to time and includes any rules, regulations and by-laws of the Company for the time being in force.

"Corporations Act" means the *Corporations Act 2001* (Cth).

"Director" means a person occupying the position of director of the Company and includes any person acting as an Alternate.

"Eligible Charity" means a fund, authority or institution –

- (a) which is charitable at law; and
- (b) gifts or contributions to which are deductible under item 1 of the table in section 30-15 of the Tax Act; and
- (c) if required under the Tax Act, which has objects and purposes similar to the objects and purposes of the Company.

"First Resolution" has the meaning given to that term in clause 9.3(a).

"Full-time" means a person who is employed working 20 hours or more per week.

“General Member” means a person who is interested in the objectives of the Company and/or who currently works with legal information in a library or information centre, and who is recorded as an Ordinary Member in the Register.

“General Board Member” means a Director elected to the Board as a general member.

“Gift Fund” means the Gift Fund established for the purposes of the Tax Act in accordance with clause 4.

“GST” has the same meaning as in the GST Act.

“GST Act” means *A New Tax System (Goods and Services Tax) Act 1999*.

“Life Member” means a person appointed to be a Life Member by the Directors, and who is recorded as a Life Member in the Register. There are no membership fees for Life Members. Life Members have voting rights and can be nominated for a Director position.

“Member” means each person who is recorded as a Member in the Register and includes:

- (a) each Ordinary Member;
- (b) each Commercial Member;
- (c) each Life Member; and
- (d) each other classification of member as may be established by the Board in accordance with clause 5.1(d).

“Membership” means the contractual rights of a person to membership of the Company, being the rights attaching to the class of membership conferred on that person.

“Membership Year” means each period of 12 months commencing 1 July and ending on the next ensuing 30 June.

“Memorandum of Understanding” means a document describing a bilateral or multilateral agreement between the Company and another party. It expresses a convergence of will between the parties, indicating an intended common line of action.

“Month” means calendar month.

“National Incorporated Association” means the incorporated body known as Australian Law Librarians’ Association Inc whose funds and other assets, including the *Australian Law Librarian*, and liabilities vested in the Company on the date of registration of the Company in accordance with clause 24.1 of the Company’s former rules.

“Nominee” means in respect of a Member who is not a natural person, the natural person nominated in accordance with the provisions of clause 5.4 who is authorised to exercise all the rights of that Member under this Constitution.

“Office” means the Company’s registered office.

“Ordinary Member” means a person who is recorded as an Ordinary Member in the Register and includes General Members, Student Members, Retired Members, and Life Members. Ordinary Members are entitled to vote on resolutions of the Company and can be nominated for a Director position.

“Part-time” means a person who is employed working less than 20 hours per week.

"Past President" means the person entitled from time to time to fill that office pursuant to the provisions of clause 16.

"Present" when used in relation to a Member at a meeting means present in person, or by electronic means authorised by the Board from time to time, or by proxy, or by attorney.

"President" means the person elected from time to time pursuant to the provisions of clause 16.

"Register" means the register of members of the Company.

"Responsible Person" means an individual who –

- (a) performs a significant public function;
- (b) is a member of a professional body having a code of ethics or rules of conduct;
- (c) is a director of a company whose shares are listed on the ASX Limited;
- (d) has received formal recognition from government for services to the community;
or
- (e) is approved as a Responsible Person by the Commissioner.

"Retired Member" means a person who is interested in the objectives of the Company who has retired from employment and who is recorded as an Ordinary Member in the Register.

"Seal" means the common seal of the Company.

"Secretary" means a person appointed from time to time pursuant to clause 23.1.

"State Divisions or State Chapters" means any incorporated and/or unincorporated law librarians' association entity existing from time to time in a State or Territory of Australia that has signed an operational Memorandum of Understanding with the Company.

"Student Member" means a person who is interested in the objectives of the Company and who is currently enrolled in full time tertiary studies, and who is recorded as an Ordinary Member in the Register.

"Subscription" means the annual subscription fee payable by Members pursuant to clause 5.3.

"Tax Act" means the *Income Tax Assessment Act 1997 (Cth)*.

"Treasurer" means a person appointed from time to time pursuant to the provisions of clause 22.

"Vice President" means the person elected from time to time pursuant to the provisions of clause 16.

1.2 Words and expressions

In this Constitution:

- (a) references to any officer of the Company includes any person acting for the time being as such officer;
- (b) words importing the singular include the plural and vice versa;

- (c) words importing any gender shall mean and include the other gender;
- (d) where appropriate, words importing persons include companies, corporations, partnerships, associations, institutions, bodies and entities (whether incorporated or not) and vice versa;
- (e) words or expressions defined in the Law but not defined in this Constitution shall, if not inconsistent with the subject or context, bear the same meaning in this Constitution; and
- (f) all references in this Constitution to any statutory enactment or law shall mean and be construed as references to that enactment or law as amended or modified or re-enacted from time to time and to the corresponding provisions of any similar enactment or law of any other relevant jurisdiction and includes regulations and statutory instruments there under.

1.3 The headings to clauses or groups of clauses shall not affect the construction or interpretation of this Constitution.

1.4 To the extent permitted by law, the replaceable rules contained in the Corporations Act do not apply to the Company.

2 Objects

2.1 The principal objects of the Company are to:

- (a) promote law librarianship and provide a national focus for the law librarianship profession;
- (b) address issues that affect law librarianship;
- (c) promote the interests of law libraries, law collections, legal information services and associated staff, in the wider community;
- (d) provide access for members of the wider community to information about law librarianship;
- (e) communicate to Members of the Company as a whole about matters of relevance to law librarianship generally and to the Company specifically;
- (f) manage the production and publication of the *Australian Law Librarian* and or other publications and the funds that may be required for and derived from that production and publication;
- (g) liaise with, and disseminate information among, the State Divisions and State Chapters;
- (h) benefit Members and enhance the status of the profession by the further education and training of law librarians, legal information officers, and others including by the organisation of meetings and conferences, the publication of information of interest to Members, and the encouragement of bibliographical study and research in law and law librarianship;
- (i) promote fair and equitable business relationships between Members and publishers;
- (j) provide scholarships and grants for Members to attend relevant library and legal information conferences and other professional development opportunities;
- (k) provide support and assistance for law libraries in the Asia Pacific region;
- (l) promote cooperation with other organisations or societies with similar objectives;
- (m) administer one or more funds into which all gifts, donations and bequests to the Company for the purposes of the Company will be credited;

- (n) conduct public programs including education programs, social and community programs and research programs;
- (o) disseminate information relating to education and community programs and to produce, edit, publish, issue, sell, circulate and preserve such papers, periodicals, books, circulars and other literary matters as are conducive to these objects;
- (p) establish and maintain relationships and close communications with corporations, entities, associations, foundations, institutions, organisations and groups including Federal, State and Local Government instrumentalities, authorities and professionals that may have related interests to the Company and utilise their resources and facilities to provide and achieve the objects of the Company;
- (q) seek and co-ordinate funding from Federal, State and Local Government and the private sector in the form of grants, gifts, donations and bequests committed to the objects of the Company;
- (r) encourage and promote and generally to create greater community awareness in the knowledge and understanding of the objects of the Company;
- (s) provide or attract funds for the facilitation of any of the objects especially for the conduct of public programs including education and community programs;
- (t) take over the funds and other assets and liabilities of the National Incorporated Association, including those of the *Australian Law Librarian*; and
- (u) do all such other things as are incidental or conducive to the attainment of the objects and aims of the Company and its Members.

2.2 The objects of the Company will be pursued principally in Australia.

2.3 Not for profit

- (a) The objects of the Company will not be carried on for the purpose of profit or gain to its Members and the income and property of the Company, from whatever sources derived, will be applied solely towards the promotion of the objects of the Company. No income or property of the Company will be paid or transferred, directly or indirectly, by way of dividend, bonus or otherwise by way of profit to the Members of the Company.
- (b) Notwithstanding anything contained in clause 2.3(a), nothing contained in that clause will prevent the payment, in good faith, of remuneration to any officers or servants of the Company or to any Member in return for any services actually rendered to the Company or for goods supplied in the ordinary or usual way of business, or prevent the payment of interest at a rate not exceeding the rate fixed for the purposes of this clause 2.3(b) by the Board on money borrowed from any Member or reasonable and proper rent for premises demised or let by any Member to the Company.

3 Powers of the Company

3.1 The Company has, subject to the Corporations Act, power to do all things necessary or convenient to be done for, or in connection with, the performance of its objects.

3.2 Without limiting the generality of clause 3.1, the Company has all the rights, powers and privileges and the legal capacity of a natural person including, but not limited to, the powers to:

- (a) accept gifts, devise, bequests or assignments made to the Company, whether on trust or otherwise, and whether unconditionally or subject to a condition and, if a gift, devise, bequest or assignment is accepted by the Company for the Company

on trust or subject to a condition, to act as trustee or to comply with the condition, as the case may be;

- (b) make available (whether in writing or in any other form and whether by sale or otherwise) information relating to the Company and its functions;
- (c) occupy, use and control any land or building owned or held under lease by any other person made available to the Company;
- (d) acquire, hold and dispose of real and personal property;
- (e) lease the whole or any part of any land or building for the purpose of the Company;
- (f) enter into contracts;
- (g) erect buildings;
- (h) employ managers and other staff to implement the objects of the Company and pay such fees, salaries, emoluments and expenses as the Board considers reasonable to such persons;
- (i) purchase or take on hire, or to accept as a gift or on deposit or loan, and to dispose of or otherwise deal with furnishings, equipment and other goods;
- (j) act as trustee of moneys or other property vested in the Company on trust; and
- (k) do anything incidental to any of the Company's objects.

3.3 Notwithstanding anything contained in this Constitution, any money or other property held by the Company for the Company on trust or accepted by the Company for the Company subject to a condition, will not be dealt with except in accordance with the obligations of the Company as trustee or as the person who has accepted the money or other property subject to the condition, as the case may be.

3.4 It is intended that the public will contribute to the Gift Fund and the Company will invite the general public to make gifts to the Gift Fund for the purpose of carrying out the objects of the Company.

4 Gift Fund

- (a) The Company may (and will, if required under the Tax Act), establish and maintain, for the specific purposes set out in clause 2, the Gift Fund:
 - (i) to which gifts of money, contributions or property for those purposes are to be made;
 - (ii) to which any money received by the Company because of those gifts, contributions or property is to be credited; and
 - (iii) that does not receive any other money, contributions or property.
- (b) The Gift Fund will not be maintained for the purpose of profit or gain to the Members of the Company.
- (c) All gifts or contributions made to the Gift Fund and any money received because of those gifts or contributions will be applied solely towards the promotion of the objects of the Company set out in clause 2 and no portion of the Gift Fund will be paid or transferred, directly or indirectly, by way of dividend, bonus or otherwise by way of profit to the Members of the Company.
- (d) The Company must maintain a separate bank account for the Gift Fund and must comply with subdivision 30-BA of the Tax Act with respect to the administration of the Gift Fund.

- (e) The Gift Fund will be administered by a committee of not less than three persons appointed by the Board, a majority of which must be Responsible Persons. The Gift Fund committee will have the sole responsibility for decisions regarding the use and application of all gifts or contributions made to the Gift Fund and any money received because of those gifts or contributions for the purposes set out in clause 2.
- (f) In accordance with the Tax Act, receipts issued for gifts must state:
 - (i) the name of the Company;
 - (ii) the ABN applicable to the Company; and
 - (iii) the fact that the receipt is for a gift.
- (g) Clauses 4(b) to 4(f) (both inclusive) apply only if the Company is required to establish a Gift Fund by the Tax Act unless otherwise determined by the Board.

5 Membership and eligibility

5.1 Number and classes of Membership

- (a) The number of Members shall be not less than one nor more than the maximum number (if any) which the Board may from time to time prescribe, comprising:
 - (i) Ordinary Members, being:
 - (A) General Members;
 - (B) Student Members;
 - (C) Retired Members;
 - (D) Life Members
 - (ii) Commercial Members;
 - (iii) such other classification of Membership as may be established by the Board, from time to time, in accordance with clause 5.1(d).
- (b) The Members of the Company will, subject to the provisions of this clause 5, consist of such persons as the Directors admit to Membership in accordance with this Constitution.
- (c) A person seeking admission to Membership who is not a natural person must nominate a natural person to be its Nominee in accordance with clause 5.4.
- (d) The Board may, at any time and from time to time subject to clauses 6.3 and 6.4, establish different classifications of Membership and may prescribe the qualifications, rights and privileges of persons admitted to Membership in, or transferred into, such classifications of Membership but in the event that a new class of Membership is established, the qualifications, rights and privileges of that Membership must be approved in accordance with clause 6.3.

5.2 Admission to Membership

- (a) Every person who, at the date of registration of the Company, is a member of the National Incorporated Association and has paid the Subscription for the current Membership Year will be a Member of the Company.
- (b) A person who is not a member of the National Incorporated Association at the time of registration of the Company (or who was a Member at that time but has ceased to be a Member) shall not be admitted to Membership unless:
 - (i) they apply for Membership in accordance with clause (c) and
 - (ii) the admission as a Member is approved by the Directors.

- (c) Every person seeking admission to Membership of the Company must:
 - (i) sign a written application addressed to the Secretary, in the form prescribed by the Board;
 - (ii) specify the class of Membership sought and such other particulars as the Board may either generally or, in a particular case, require;
 - (iii) provide the undertaking referred to in clause 5.5;
 - (iv) submit the application, undertaking and payment for the first year's Subscription (if any) with, or for, the Secretary of the Company;
 - (v) Members residing in Australia must nominate a State Division or State Chapter for the attendance of ALLA localised activities and events and for State Division or State Chapter re-imburement pursuant to clause 5.7 and 5.8; and
 - (vi) Members residing outside of Australia may nominate a State Division or State Chapter for the attendance of ALLA localised activities and events and for State Division or State Chapter reimbursement pursuant to clause 5.7 and 5.8.
- (d) As soon as practicable after receipt of an application referred to in clause 5.2(c) or, a nomination or notice referred to in clause 5.4, the Secretary must refer the application, nomination or notice to the Directors.
- (e) On an application, nomination or notice being referred to the Directors, the Directors shall determine, in their absolute discretion, whether to approve or to reject the application, nomination or notice.
- (f) The Directors may decline to accept an application for Membership or nomination or notice with respect to a Nominee, without assigning any reason.
- (g) Upon an application being approved by the Directors, the Secretary must, as soon as practicable:
 - (i) if the applicant is a natural person, notify the applicant in writing that he has been approved for Membership;
 - (ii) if the applicant is not a natural person, notify the applicant and its Nominee in writing that the applicant has been approved for Membership and that the Nominee has been approved as its authorised representative.
- (h) An applicant for Membership becomes a Member and is entitled to exercise the rights of Membership when their name is entered into the Register.
- (i) The Secretary must, within 28 days after approval by the Directors and receipt of the amounts referred to in clause 5.3 (if any) enter the applicant's name in the Register.
- (j) If an application has been rejected by the Directors, the Secretary must, as soon as practicable:
 - (i) notify the applicant in writing that his application has been rejected; and
 - (ii) return to the applicant the first year's Subscription (if any) which accompanied the application.

5.3 Subscription

- (a) Subject to the following provisions of this clause 5.3, the Subscription per Membership Year shall be as determined by the Directors from time to time.
- (b) The Directors shall be entitled to determine, in their absolute discretion, that the Subscription payable in any Membership Year by any Members, or class of Members, may be different from the Subscription payable by any other Members, or class of Members.

- (c) If a person seeking admission to Membership is so admitted at any time between 1 January and 30 June, inclusive, the first year's Subscription payable by that person shall be half the Subscription otherwise payable.
- (d) The Subscription shall be payable by each Member, in advance at the commencement of each financial year, addressed to the Treasurer, or to such other person as the Board shall, from time to time, determine for that purpose.

5.4 Nominee

- (a) A nomination for the purpose of clause 5.1(c) must:
 - (i) be in writing;
 - (ii) be signed or executed by the body corporate or entity seeking Membership;
 - (iii) be delivered to the Secretary, or to such other person as the Board determines, from time to time; and
 - (iv) accompany the application referred to in clause 5.2(c).
- (b) A Nominee may be removed or replaced by written notice to the Secretary, signed or executed by the body corporate or entity which nominated that Nominee.
- (c) If the body corporate or entity which nominated a Nominee gives notice to the Secretary that it wishes its Nominee to be removed or replaced (for whatever reason), the Secretary will, subject to approval of the Board in accordance with clause 5.2(e) as soon as practicable, make the appropriate entries in the Register.

5.5 Undertaking

- (a) Every Member shall provide an undertaking, in writing, in accordance with the provisions of clause 5.5(b).
- (b) Every Member of the Company undertakes to contribute to the property of the Company in the event of the Company being wound up while he is a Member, or within one year after he ceases to be a Member, for payment of the debts and liabilities of the Company (contracted before he ceases to be a Member) and of the costs, charges and expenses of winding up and for the adjustment of the rights of the contributors among themselves such amount as may be required, not exceeding, in any event, \$10.00 per Member.

5.6 GST

- (a) All payments that are required to be made by a Member under this Constitution (including but not limited to Subscriptions) are exclusive of GST.
- (b) If any payment referred to in clause 5.6(a) is for, or is in connection with, a supply made by the Company under this Constitution on which the Company is liable to pay GST, then such payment will be increased by the prevailing rate of that GST and the Member will pay that increased amount to the Company at the same time and in the same manner as all other payments required to be made.
- (c) The Company must issue to the Member a tax invoice for the increased amount referred to in clause 5.6(b) within 14 days from the date that the increased amount is required to be paid by the Member.

5.7 Distribution of membership fees to State Divisions

- (a) For each financial year, the Treasurer shall calculate the annual payment amount to be paid to each State Division. This calculation shall be made within 3 months of the end of the previous financial year and the annual payment amount shall be calculated as follows:

A*B

where:

- A is the total amount of Subscriptions collected from members resident in the state or territory of the relevant State Division as at the last day of the end of the previous financial year.
 - B is the percentage for disbursement as set out in each relevant MOU.
- (b) The Treasurer shall pay the annual payment amount calculated to each relevant State Division within 4 months of the end of the previous financial year.

5.8 Distribution of membership fees to State Chapters

- (a) For each financial year, the Treasurer shall pay all expenses incurred by each State Chapter up to the calculated annual payment amount. This calculation shall be made within 3 months of the end of the previous financial year and the annual payment amount shall be calculated as follows:

A*B

where:

- A is the total amount of Subscriptions collected from members resident in the state or territory of the relevant State Chapter as at the last day of the end of the previous financial year.
 - B is the percentage for disbursement as set out in each relevant MOU.
- (b) Each State Chapter shall provide the Treasurer with the relevant invoices for the expenses as soon as practicable after they are received by the State Chapter.
- (c) Each State Chapter may request the Company pay additional expenses above the calculated annual payment amount in clause 5.8(a). The Company may grant or refuse such a request in its total discretion. A request made under this clause must be made prior to the expense being incurred by the State Chapter.
- (d) Any amount received as a grant, gift or by other means that is given for the use of a particular State Chapter will be allocated to that State Chapter, in addition to the annual payment amount, to be used as determined by the State Chapter.

6 Rights of Members

6.1 Rights and privileges

- (a) Subject to this Constitution, the Members are entitled to all the rights and privileges of Membership of the Company.
- (b) A right, privilege, or obligation of a person by reason of his Membership:
- (i) is not capable of being transferred or transmitted to another person; and
 - (ii) terminates on cessation of Membership whether by death or resignation or otherwise as set out in clause 9.

6.2 Voting Rights

Subject to this Constitution and the Law, only Ordinary Members are entitled to vote on resolutions of the Company.

6.3 Variation of Rights

If at any time the Directors exercise the powers under clause 5.1 (d) the rights, restrictions or obligations of Members or any class of Members may be varied with either:

- (a) the written consent of not less than 75% of the existing Members entitled to vote

- on resolutions of the Company; or
- (b) the sanction of a special resolution passed at a separate general meeting of the existing Members entitled to vote on resolutions of the Company.

6.4 Effect of new class of Membership

If the Board establishes a new class of Membership that has the same rights, restrictions or obligations as an existing class of Membership, the establishment of that new class of Membership is not treated as a variation of the rights attaching to that class.

6.5 Transfer of State Divisional or State Chapter Membership to another State Division or State Chapter

A Member may transfer their Membership from a State Division or State Chapter to another State Division or State Chapter upon providing written notice to the Board of their intention to do so and subject to approval by the Directors.

7 Register of Members

7.1 Information in Register

The Secretary must keep and maintain a Register containing:

- (a) the name and address of each Member;
- (b) the date on which each Member's name was entered in the Register;
- (c) in the case of a Member who is not a natural person, the name and address of its authorised Nominee;

- (d) the class of Membership;
- (e) the nominated State Division or State Chapter; and
- (f) any other information which the Board considers necessary.

7.2 Inspection and copies

Subject to the Corporations Act:

- (a) the Register will be made available for inspection, free of charge, to any Member on request; and
- (b) a Member may make a copy of entries in the Register but shall not use the information contained in the Register for improper purposes including marketing and sales.

8 Default by members

- (a) If a Member fails to pay his Subscription, in whole or in part, in any Membership Year for more than 60 days after the due date for payment:
 - (i) all of the rights and privileges of that Member will be automatically suspended until the Subscription, or such part which is payable and remains outstanding, is paid or until his Membership has been determined in accordance with clause 8(b); and
 - (ii) the Secretary will give notice to that Member requiring payment of the Subscription, or such part of the Subscription which is payable and remains outstanding.
- (b) If any Member fails to pay his Subscription in accordance with clause 8(a), or any part which is payable and remains outstanding for more than 60 days after service of the notice to the Member in accordance with clause 8(a)(ii), the Member will automatically cease to be a Member pursuant to clause 9 and the Secretary must notify that Member accordingly.

9 Cessation of Membership

9.1 Ceasing to be a Member

A person ceases to be Member of the Company if:

- (a) he resigns his Membership as provided in clause 10.1; or
- (b) the provisions of clauses 8(a) and 8(b) or the succeeding provisions of this clause 9 become applicable to that Member.

9.2 Continuing liability

A Member who resigns his Membership continues to be liable for any Subscription and all arrears due and unpaid at the date of his resignation and for all other moneys due by him to the Company and for any sum not exceeding \$10.00 for which he may become liable as a Member under clause 5.5(b).

9.3 Power to censure, suspend or expel

- (a) If any Member:
 - (i) fails to comply with this Constitution; or
 - (ii) fails to comply with any of the rules, regulations or by-laws of the Company; or

- (iii) is guilty of any conduct which, in the opinion of the Directors, is unbecoming of a Member or prejudicial to the interests of the Company or its Members, the Board may, subject to clause 9.3(b), by resolution of the Directors (the “**First Resolution**”) censure, suspend or expel that Member.
- (b) A First Resolution under clause 9.3(a):
 - (i) does not take effect unless the Board, at a meeting held not earlier than 14 days and not later than 21 days after the service on the Member of a notice in accordance with clause 9.3(c), confirms the First Resolution in accordance with that clause; and
 - (ii) if the Member exercises a right of appeal to the Company, does not take effect unless the Members confirm the First Resolution in accordance with clause 9.3(h).
- (c) Where the Directors pass a First Resolution in accordance with clause 9.3(a), the Secretary must, as soon as practicable, serve on the Member, a notice in writing:
 - (i) setting out the First Resolution and the grounds on which it is based;
 - (ii) stating that the Member may address the Board at a meeting to be held not earlier than 14 days and not later than 21 days after service of the notice;
 - (iii) stating the date, place and time of that meeting;
 - (iv) informing the Member that he may:
 - (A) attend the meeting; or
 - (B) give to the Board, before the date of the meeting, a written statement seeking revocation of the First Resolution.
- (d) At a meeting of the Directors held in accordance with clause 9.3(c), the Board must:
 - (i) give the Member, or his representative, an opportunity to be heard; and
 - (ii) give due consideration to any written statement submitted by, or on behalf of, the Member; and
 - (iii) by resolution, determine whether to confirm or to revoke the resolution.
- (e) If the Directors confirm the First Resolution, the Secretary must notify the Member of the confirmation and the Member may, not later than 48 hours after the date of the meeting of the Directors held in accordance with clause 9.3(c), lodge with the Secretary a notice to the effect that he wishes to appeal to the Company in general meeting against the First Resolution.
- (f) If the Secretary receives a notice under clause 9.3(e), the Secretary must notify the Board and the Directors must call a general meeting of Members within 21 days after the date on which the Secretary received the notice and the general meeting must be held not later than two calendar months after the Secretary received the notice.
- (g) At a general meeting of the Members called in accordance with clause 9.3(f):
 - (i) no business other than the question of the appeal shall be transacted;
 - (ii) the Directors may place before the meeting details of the grounds for the First Resolution and the reasons for the passing of the First Resolution;
 - (iii) the Member, or his representative, must be given an opportunity to be heard; and

- (iv) the Members Present must vote by secret ballot on the question whether the First Resolution should be confirmed or revoked.
- (h) If at the general meeting:
 - (i) a majority of the Members Present and voting, vote in favour of the confirmation of the First Resolution, the First Resolution will stand confirmed; and
 - (ii) in any other case, the First Resolution will be revoked.
- (i) No Member is entitled to vote at any general meeting called in accordance with clause 9.3(f) unless all amounts then due and payable to the Company by that Member have been paid.
- (j) If the First Resolution is confirmed by Members, the Member concerned will immediately cease to be entitled to exercise any rights or privileges as a Member and, in the case of a resolution to expel the Member concerned, that Member will be immediately expelled.

10 Resignation of Membership

- 10.1** A Member who has paid all amounts due and payable by him to the Company may resign from the Company by first giving one month's notice in writing to the Secretary of his intention to resign and on the expiration of that period of notice, the Member will cease to be a Member. No refund of amounts paid to the Company will be payable.
- 10.2** Upon the expiration of a notice given under clause 10.1, the Secretary shall make an entry in the Register recording the date on which the Member by whom the notice was given, ceased to be a Member.

11 General meetings

11.1 Annual General Meeting

- (a) If the Company is required by the Corporations Act to hold an annual general meeting, it will be held within five months after the end of the Company's financial year in accordance with this Constitution and the Corporations Act.
- (b) To the extent applicable to the Company, the business of the annual general meeting may include:
 - (i) the election of the Directors;
 - (ii) the consideration of the financial reports of the Company, the Directors' report and the auditor's report; and
 - (iii) such other business as may be properly transacted at the annual general meeting.

11.2 General meetings

All general meetings other than the annual general meeting will be called general meetings.

11.3 Calling

The Board may call a general meeting at any time. The ability of Members to:

- (a) request that the Board call a general meeting; and
- (b) call and arrange to hold a general meeting themselves,

is limited to the powers set out in the Corporations Act.

11.4 Notice

Subject to the provisions of the Corporations Act allowing general meetings to be held on shorter notice, at least 21 days written notice of a general meeting must be given to:

- (a) each Member;
- (b) each Director;
- (c) any auditor of the Company; and
- (d) any other person required by law.

No other person is entitled to receive notice of a general meeting.

11.5 Content of notice

A notice of a general meeting must:

- (a) set out the place, date and time for the meeting (and, if the meeting is to be held in two or more places, the technology that will be used to facilitate this);
- (b) state the general nature of the meeting's business;
- (c) if a special resolution is to be proposed at the meeting, set out an intention to propose the special resolution and the special resolution itself; and
- (d) contain a statement specifying that:
 - (i) the Member has a right to appoint a proxy;
 - (ii) the proxy does not need to be a Member; and
 - (iii) a Member entitled to cast two or more votes may appoint two proxies and may specify the proportion or number of votes each proxy is appointed to exercise.

11.6 Failure to give notice

The failure or accidental omission to send notice of a general meeting to, or the non- receipt of a notice by, any person entitled to notice does not invalidate the proceedings or any resolution passed at the meeting.

11.7 Postponement or cancellation or change of general meeting

Subject to the Corporations Act, the Board may at any time prior to the time at which a general meeting is to be held, postpone or cancel any general meeting or change the place of any general meeting. Any such postponement, cancellation or change must be communicated to each Member of the Company and each other person to whom notice was given, in any manner permitted under clause 28.

12 Proceedings at general meetings

12.1 Quorum

No business shall be transacted at any annual general meeting or any other general meeting unless a quorum of twenty five of the Members is Present at the time when the meeting proceeds to business.

12.2 Determining quorum

Each individual present at a general meeting may only be counted once toward a quorum. If a Member has appointed more than one proxy, attorney or representative, only one of them may be counted towards a quorum.

12.3 Quorum not present

If a quorum is not present within 15 minutes after the time appointed for a general meeting:

- (a) if the meeting was convened at the request Members, it is automatically dissolved; and
- (b) in any other case:
 - (i) it will stand adjourned to the same time and place one week after the meeting or to such other time and place as the Board may determine; and
 - (ii) if a quorum is not present within 15 minutes from the time appointed for the adjourned meeting, the Members Present (being not less than two) will comprise a quorum.

12.4 Chairing meetings

The President (or, in the President's absence, the Vice President) will chair every meeting of the Members. If:

- (a) there is no President or Vice President;
- (b) neither the President nor the Vice President is present within 15 minutes after the time appointed for holding the meeting; or
- (c) both the President and the Vice President are unwilling to act as chair of the meeting,

the Members present and entitled to vote will elect a Member or Director to chair the meeting.

12.5 Function of President

The President of a general meeting is responsible for the general conduct and procedures to be adopted at the meeting.

12.6 Adjournment by President

The President of a general meeting at which a quorum is present

- (a) may, with the consent of the meeting; and
- (b) must, if directed by resolution of the meeting,

adjourn the meeting to another time and place.

12.7 Adjourned meeting

The only business that can be transacted at an adjourned meeting is the unfinished business of the initial meeting. Notice of the adjourned meeting must be given if the meeting is adjourned for one month or more.

12.8 Show of hands

Unless a poll is demanded under clause 12.9:

- (a) a resolution put to a vote at a general meeting must be decided on a show of hands; and
- (b) a declaration by the President that a resolution has been carried, carried by a particular majority or lost and an entry to that effect in the minutes of the meeting will be conclusive evidence of that fact without proof of the number or proportion of votes recorded in favour or against the resolution.

12.9 Demanding a poll

Either before or on declaration of the result of a show of hands, a poll may be demanded by:

- (a) the President;
- (b) at least five Members entitled to vote on the resolution; or
- (c) Members with at least 5% of the votes that may be cast on the resolution on a poll.

The demand for a poll does not affect the continuation of the meeting for the transaction of other business and may be withdrawn.

12.10 When and how polls must be taken

A poll will be taken when and in the manner the President directs, except for:

- (a) a poll demanded on the election of a President; or
- (b) a poll demanded on the adjournment of a meeting,

which must be taken immediately. The result of the poll will be the resolution of the meeting at which the poll was demanded.

12.11 Equal number of votes

In the case of an equality of votes, whether on a show of hands or on a poll, the President of the meeting at which the show of hands takes place or at which the poll is demanded shall be entitled to a second or casting vote

13 Voting at general meetings

13.1 Number of votes

Subject to this Constitution and any rights or restrictions imposed on or attached to a class of Membership, every Member who is Present at a general meeting and entitled to vote on a show of hands and on a poll, has one vote.

13.2 Voting by guardians

Subject to the Corporations Act, if the Board is satisfied at least 24 hours before the time fixed for a general meeting that a person has the power to manage a Member's property under a law relating to the management of property of the mentally incapable, that person may vote and exercise any other rights in relation to the general meeting as if it were the Member entered on the Register and the Board must not count the vote of the actual registered Member.

13.3 Unpaid Subscription

A Member is not entitled to vote at a general meeting if any Subscription owing by that Member is more than one month in arrears at the date of the meeting.

13.4 Objections

An objection to the qualification of any voter:

- (a) may only be raised at the meeting or adjourned meeting at which the voter tendered its vote; and
- (b) must be determined by the President, whose decision, if made in good faith, will be final and conclusive.

A vote that the President does not disallow pursuant to an objection is valid for all purposes.

14 Proxies, attorneys and representatives

14.1 Proxies

A Member entitled to attend and vote at a general meeting may appoint a proxy to attend and vote for the Member at the meeting. A proxy may be an individual or a body corporate.

14.2 Number of proxies

A Member entitled to one vote at a general meeting may appoint one proxy. A Member entitled to more than one vote may appoint no more than two proxies.

14.3 Proportion of votes exercisable by proxies

If a Member appoints two proxies, the appointment may specify the proportion or number of the Member's votes each proxy may exercise. If the appointment does not specify this, each proxy may exercise half of the votes and any fractions of votes will be disregarded.

14.4 Rights of proxies

Subject to this Constitution and the proxy's terms of appointment, a proxy has the same rights as the appointing Member to speak at a general meeting, to vote and to join in and demand a poll.

14.5 Voting rights of proxies

A proxy may vote either on a show of hands or a poll, unless a Member has appointed two proxies at a meeting, in which case neither may vote on a show of hands. If a proxy's appointment specifies the way in which the proxy must vote, the proxy must follow those instructions in accordance with the Corporations Act.

14.6 Attorneys and representatives

A Member may:

- (a) appoint an attorney; or
- (b) if the Member is a body corporate, appoint a representative,

to act for the Member at general meetings or to appoint a proxy to act for the Member at general meetings.

14.7 Rights of attorneys and representatives

Unless restricted by the terms of appointment or the Corporations Act, an attorney or representative may exercise the same powers on the Member's behalf that the Member could exercise at a general meeting or in voting on a resolution.

14.8 No membership requirement

A proxy, attorney or representative may, but need not be, a Member.

14.9 Standing appointments

A Member may appoint a proxy, attorney or representative to act at a particular general meeting or make a standing appointment. A Member may revoke any appointment.

14.10 Instrument of appointment of proxies

Subject to clause 14.12, the instrument of appointment of a proxy must be in a written form approved by the Board and must be signed or executed:

- (a) if the appointing Member is an individual, by the appointing Member or that Member's attorney; and

- (b) if the appointing Member is a body corporate, by the body corporate in accordance with the Corporations Act or by the body corporate's duly authorised attorney or representative or Nominee.

14.11 Instrument of appointment of attorneys and representatives

Subject to clause 14.12, the instrument of appointment of an attorney or a representative must be in a written form and must:

- (a) if an individual Member appoints an attorney, consist of a valid power of attorney signed by the appointing Member in the presence of at least one witness; and
- (b) if a body corporate appoints an attorney or representative, consist of a valid power of attorney or, in the case of a representative, valid certificate of appointment executed by the appointing Member in accordance with the Corporations Act.

14.12 Alternative method of appointment

Notwithstanding clauses 14.10 and 14.11, the instrument of appointment of a proxy, attorney or representative will be valid if it is in a form and is authenticated in any manner prescribed by the Corporations Act.

14.13 Company must receive appointments

The appointment of a proxy, attorney or representative is only effective in relation to a general meeting if the Company receives the instrument effecting the appointment and any additional documents required by clause 14.15:

- (a) in the case of a proxy or attorney, at least 48 hours before the time for holding the meeting or adjourned meeting (unless the notice of meeting specifies a shorter time period); and
- (b) in the case of a representative, before the commencement of the meeting or adjourned meeting.

14.14 Definition of receipt

The Company receives the documents referred to in clause 14.13 when they are received:

- (a) at the Office;
- (b) at a fax number at the Office;
- (c) at a place, fax number or electronic address specified in the notice of meeting; or
- (d) if the notice of meeting specifies other electronic means by which a Member may give the documents, by those means in accordance with the Corporations Act.

14.15 Additional documents

If an appointment purports to be executed under a power of attorney or other authority, the original power or authority or a certified copy of it must be received by the Company along with the appointment.

14.16 President may declare appointment valid

If:

- (a) the instrument of appointment of a proxy, attorney or representative does not comply with the terms of this Constitution; or
- (b) the appointment and any additional documents are not received by the Company in accordance with the terms of this Constitution,

the appointment will be treated as invalid unless the President declares otherwise.

14.17 Adjourned meetings

An appointment of a proxy, attorney or representative for a particular general meeting is valid at the adjourned meeting.

14.18 Rights of proxies and attorneys if Member present

A proxy or attorney has no power to act for a Member at a general meeting at which the Member is present in person or, in the case of a body corporate, by representative. A proxy has no power to act for a Member at a general meeting at which the Member is present by attorney.

14.19 Priority of conflicting appointments

The following rules govern conflicting appointments:

- (a) an appointment of a proxy is revoked (or suspended for the particular general meeting if a standing appointment) if the Company receives a further proxy appointment that would result in the Member having more proxies than the Member is entitled to under clause 14.2;
- (b) the proxy appointment made first in time under clause 14.19(a) is the first to be treated as revoked or suspended under that clause; and
- (c) if more than one attorney or representative appointed by a Member is present at a general meeting and the Company has not received notice of revocation of any of the appointments:
 - (i) an attorney or representative appointed to act at that particular meeting may act to the exclusion of an attorney or representative appointed under a standing appointment; and
 - (ii) subject to clause 14.19(c)(i), the more recently appointed attorney or representative may act to the exclusion of an attorney or representative appointed earlier in time.

14.20 Continuing authority

A vote cast by a proxy, attorney or representative at a general meeting will be valid even if, before the vote, the appointing Member:

- (a) dies or becomes mentally incapacitated; or
- (b) revokes the appointment or the authority under which the appointment was made by a third party,

unless the Company has received written notification of the matter before the start or resumption of the meeting.

15 Class meetings

The provisions of this Constitution relating to general meetings apply, with any necessary modifications, to separate meetings of a class of Members except that the necessary quorum will be two Members of the relevant class entitled to vote at the meeting, unless there is only one such Member, in which case the quorum is one.

16 Directors and the Board

16.1 Number of Directors

- (a) Subject to the Corporations Act and the remaining provisions of this clause 16, the number of members of the Board will not be less than eight, the relevant number of whom shall be elected by and from among the Ordinary Members in

accordance with clause 17 and who shall hold one of the offices on the Board of Directors referred to in clause 16.1(b).

- (b) The Board shall comprise:
 - (i) a President;
 - (ii) a Vice President;
 - (iii) a Past President
 - (iv) a Secretary;
 - (v) a Treasurer; and
 - (vi) at least three General Board Members

16.2 Term of office

- (a) Subject to the remaining provisions of this clause 16.2, each member of the Board shall hold office for a period of two years from the date of appointment but is eligible for re-appointment by Members for a maximum of two further terms of two years.
- (b) The maximum term of service in the same position is six years.
- (c) At the conclusion of the annual general meeting at which the election of Directors is to occur in accordance with clause 17, the retiring Vice President will automatically assume the role of President.
- (d) At the conclusion of the annual general meeting at which the election of Directors is to occur in accordance with clause 17, the retiring President will automatically assume the role of Past President.

16.3 Casual vacancy or addition to Board

- (a) In the event of a casual vacancy in any office referred to in clause 16.1(b), the Directors may appoint one of the Members to the vacant office and the Member so appointed may continue in office up to and including the conclusion of the annual general meeting next following the date of the appointment.
- (b) The Directors may appoint a Member as an addition to the Board but so that the total number of Directors shall not, at any time, fall below the minimum of eight in accordance with this Constitution.
- (c) A Director appointed in accordance with clauses 16.3(a) or 16.3(b) shall hold office:
 - (i) in the case of an appointment to fill a casual vacancy – for the remainder of the term of office of the Director whose office has become vacant; and
 - (ii) in any other case – only until the next following annual general meeting, at which time he shall retire but shall be eligible for re-appointment by Members.

16.4 Increase or reduce number of Directors

The Company may, from time to time, by resolution passed at a general meeting of Members:

- (a) increase or reduce the number of Directors; or
- (b) determine the qualifications or experience necessary for eligibility as a Director.

16.5 Remuneration of Directors

- (a) The Directors (excluding those who are salaried employees of the Company) shall be honorary.
- (b) No Directors (excluding those who are salaried employees of the Company) will be entitled to any remuneration for their services.
- (c) The President, Vice President, Treasurer and Secretary will be entitled to be paid travelling and other expenses properly incurred by them in attending the Annual General Meeting.
- (d) All Directors will be entitled to be paid travelling and other expenses properly incurred by them in attending meetings of the Company or conducting the business of the Company.

16.6 All payments made to Directors under clause 16.5(c) and 16.5(d) must be approved by the Board.

16.7 Vacation of office

The office of Director shall be vacated if the Director:

- (a) ceases to be a Director pursuant to any provision of the Law;
- (b) becomes bankrupt or makes any arrangement or composition with his creditors generally;
- (c) becomes prohibited from being a Director by reason of any order made under the Law;
- (d) becomes of unsound mind or a person whose person or estate is liable to be dealt with in any way under any relevant law relating to mental health;
- (e) resigns his office by notice in writing to the Company;
- (f) ceases to be an Ordinary Member;
- (g) is removed from office pursuant to this Constitution;
- (h) is absent without permission of the Board from three consecutive meetings of the Board.

16.8 Removal of Director

The Company may, by resolution of which notice in accordance with the Law has been given, remove any Director before the expiration of his term of office and may, by resolution, appoint another person in his place. The person so appointed will hold office in accordance with the provisions of clause 16.3(c).

17 Election of Directors

17.1 Subject to clause 16.2, the election of Directors, excluding Directors who are required to retire in accordance with clause 16.2 and 16.3 but are to be considered for re- appointment, will take place in the following manner:

- (a) any Ordinary Member wishing to serve as a Director and, if applicable, to hold one of the offices on the Board referred to in clause 16.1(b) must be nominated by any two other existing Members;
- (b) the written nomination, signed by the nominee and his proposer and seconder, must be lodged with the Secretary at least 14 days before the annual general meeting at which the election is to take place;
- (c) a list of the candidates' names in alphabetical order with the proposers' and seconds' names will be posted on the Company's official website from time to

time for not less than seven days immediately preceding the annual general meeting at which the election is to take place;

- (d) should there be only one nomination the candidate nominated will be deemed to be elected to that position and the result announced at the annual general meeting;
- (e) if the number of candidates standing for election exceeds the number of vacancies, balloting lists shall be prepared containing the names of the candidates in alphabetical order and each Member Present (excluding the candidates with respect to whom a vote is being taken) at the Annual General Meeting shall be entitled to vote for any number of such candidates not exceeding however the number of vacancies to be filled on the Board of Directors; and
- (f) in the event that there shall not be a sufficient number of candidates nominated, the Directors may fill the remaining vacancy or vacancies from the Members as they think fit.

18 Alternates

18.1 Appointment

With the approval of the Board, a Director may appoint an Alternate to act in the appointing Director's place for a specified period and may terminate that appointment at any time.

18.2 Membership requirement

An Alternate must be an Ordinary Member.

18.3 Powers and duties

An Alternate is entitled to the same rights and powers as a Director while acting in that capacity (including the right to receive notice of and to attend and vote at Directors' meetings) and is subject to the same duties.

18.4 Cessation of appointment

An Alternate's appointment ceases if:

- (a) the appointing Director terminates it;
- (b) the appointing Director ceases to be a Director; or
- (c) an event occurs that would cause the Alternate to cease to be a Director under clause 16.7 if the Alternate were a Director.

18.5 Written notice

The appointment of an Alternate or its termination by the appointing Director is only effective when it is in writing signed by the appointing Director and a copy is given to the Company.

19 Powers and duties of Directors

19.1 Management of the Company

The business of the Company will be managed by the Board. The Board may exercise all the powers of the Company except any powers that are required by this Constitution or the Corporations Act to be exercised by the Company in general meeting.

19.2 Specific powers

Without limiting the generality of clause 19.1, the Board may exercise all the powers of the Company to:

- (a) borrow money
- (b) charge any of the Company's property or business;
- (c) give any security for a debt, liability or obligation of the Company or any other person;
- (d) guarantee or become liable for the payment of money or the performance of any obligation by or of any other person; and
- (e) pay out of the Company's funds all expenses of the promotion, formation and registration of the Company and the vesting in it of the assets acquired by the Company,

on any terms determined by the Board.

19.3 Appointment of *Australian Law Librarian Editor*

The Australian Law Librarian Editor shall be appointed by the Directors from among the Ordinary Members to hold office for a period of three years from the date of appointment but is eligible for re-appointment by the Directors.

19.4 Duties under the Corporations Act

A Director must comply with the Corporations Act and fulfil any duties prescribed in it.

19.5 No disqualification

A Director is not disqualified by reason only of being a Director from:

- (a) holding any office, place of profit or position of employment with the Company;
- (b) acting in a professional capacity for the Company;
- (c) being a member or creditor of any corporation (including the Company) or partnership; or
- (d) entering into any agreement or arrangement with the Company.

19.6 Disclosure of interests

If required by the Corporations Act, a Director must disclose to the Board any material personal interest the Director has in a matter relating to the affairs of the Company. The Secretary must record details of any such disclosures in the minutes of the relevant Board meeting.

19.7 Voting if Director has an interest

If a Director discloses a material personal interest in a matter being considered at a Board meeting or the interest is not one requiring disclosure under the Corporations Act:

- (a) the Director may vote on matters that relate to the interest and may be counted towards a quorum;
- (b) any transactions that relate to the interest may proceed and the Director may participate in the execution of any relevant document; and
- (c) if disclosure is made before the transaction is entered into:
 - (i) the Director may retain benefits under the transaction; and
 - (ii) the Company cannot avoid the transaction merely because of the existence of the interest.

19.8 Confidentiality

Every Director and other agent or officer of the Company must:

- (a) keep the transactions and affairs of the Company confidential, except:
 - (i) to the extent necessary to enable the person to perform his or her duties to the Company;
 - (ii) as required by the Board or the Company in general meeting; and
 - (iii) as required by law; and
- (b) if requested by the Board, sign a confidentiality undertaking consistent with this clause 19.8(a).

20 Delegation of Directors' powers

20.1 Power to delegate

The Board may delegate any of its powers to:

- (a) a committee of Directors;
- (b) a Director;
- (c) an employee or adviser of the Company; or
- (d) an attorney.

20.2 Terms of delegation

A delegation of powers under clause 20.1 may be made:

- (a) for a specified period or without specifying a period; and
- (b) on the terms (including the power to delegate further) and subject to any restrictions that the Board determines.

A document of delegation may contain provisions for the protection and convenience of those who deal with the delegate that the Board thinks appropriate.

20.3 Delegate to comply with directions

A delegate under clause 20.1 must exercise its powers subject to any direction from the Board.

20.4 Board may revoke delegation

The Board may revoke a delegation of its powers at any time.

20.5 Advisory board

- (a) The Board may establish one or more advisory boards comprising such persons as the Board thinks fit. A member of an advisory board may, but need not be, a Director or Member.
- (b) An advisory board will act in an advisory capacity only and in the exercise of the powers delegated in accordance with this clause 20, conform to any direction from the Board.

20.6 Proceedings of committees and advisory board

Subject to the terms on which power is delegated to a committee or advisory board and any directions from the Board:

- (a) a committee or advisory board is free to determine the rules that regulate its meetings and proceedings; and

- (b) in the absence of such a determination, the rules will be the same as those that govern Board meetings in this Constitution, so far as they are applicable,
- and the Board may change any of the powers, duties and functions of a committee or advisory committee, may remove any member of a committee or advisory board or dissolve a committee or advisory board at any time.

21 Board meetings

21.1 Procedure

Subject to this Constitution and the Corporations Act, the Board may meet, adjourn and otherwise regulate its meetings as it determines. The Board may invite any other person it considers necessary or appropriate to attend and speak at any meeting but that person is not entitled to vote.

21.2 Calling

A Director may at any time, and the Secretary must on request from a Director, convene a Board meeting.

21.3 Notice

Each Director must be given reasonable, and in any event not less than two days', notice of a Board meeting or the resumption of an adjourned Board meeting. Notice may be given in any manner determined or adopted by the Board from time to time.

21.4 Telephone and audio visual communications

- (a) For the purpose of this Constitution the contemporaneous linking together by telephone or by such other method of audio or audio visual communication system of a number of the Directors, not less than the quorum specified in clause 21.5 (whether or not any one or more of the Directors is out of Australia) shall constitute a meeting of the Directors and all the provisions in this Constitution as to meetings of the Directors shall apply to such meetings subject to the following conditions namely:
- (i) all the Directors for the time being entitled to receive notice of a meeting, shall be entitled to notice of a meeting by telephone or by such other method of audio or audio visual communication system and to be linked by telephone or such other audio or audio visual communication system;
 - (ii) each of the Directors taking part in the meeting by telephone or such other audio or audio visual communication system must be able to hear each of the other Directors taking part at the commencement of the meeting; and
 - (iii) at the commencement of the meeting each such Director must acknowledge his presence for the purpose of a meeting of the Directors to all other Directors taking part.
- (b) A notice of a meeting of the Directors may be given by telephone or by such other method of audio or audio visual communication system as the Directors may, from time to time, determine or as provided in clause 28.
- (c) For the purposes of clause 21.4(a) a Director may not leave the meeting by disconnecting his telephone or such other audio or audio visual communication system unless he has previously obtained the express consent of the chairperson of the meeting and a Director shall be conclusively presumed to have been present and to have formed part of the quorum at all times during the meeting by telephone unless he has previously obtained the express consent of the chairperson to leave the meeting.

- (d) A minute of the proceedings at such meeting by telephone by such other method of audio or audio visual communication system shall be sufficient evidence of such proceedings and of the observance of all necessary formalities if certified to be a correct minute by the chairperson of the meeting.

21.5 Quorum

The quorum necessary for transaction of the business of the Directors may be fixed by the Directors and, unless fixed, will be five.

21.6 When a Director is treated as present

If a Board meeting is held by audio or audio-visual technology:

- (a) a Director is treated as present if the Director is able to hear and be heard by all others attending; and
- (b) unless the President is notified that a Director is leaving the meeting, the Director will be assumed to have been present for the duration of the meeting.

If a meeting is held using any other technology consented to by all Directors, the Board must determine the basis on which Directors are treated as present.

21.7 President

The President (or, in the President's absence, the Vice President) will chair every meeting of the Board. If:

- (a) there is no President or Vice President;
- (b) neither the President nor the Vice President is present within 15 minutes after the time appointed for holding the meeting; or
- (c) both the President and the Vice President are unwilling to act as chair of the meeting,

the Directors present and entitled to vote will elect a Director to chair the meeting.

21.8 Decisions

A resolution of the Board must be passed by a majority of votes cast by Directors. If an equal number of votes is cast for and against a resolution:

- (a) the President does not have a casting vote in addition to the President's vote as a Director; and
- (b) the resolution is not passed.

21.9 Too few Directors

The Directors may continue to act even if there are vacancies on the Board. If the number of Directors is reduced below the minimum required under clause 16.1, the continuing Directors may act as a Board only:

- (a) to convene a general meeting of Members; or
- (b) in emergencies.

21.10 Written resolutions passed by multiple Directors

The Directors may pass a resolution without holding a Board meeting if all the Directors entitled to vote on the resolution sign a document containing a statement that they are in favour of the resolution set out in the document. Separate copies of a document may be used for signing by Directors if the wording of the resolution and statement is identical in each copy. The resolution is passed when the last Director signs.

21.11 Signing written resolutions

For the purposes of clause 21.10, the Company may accept a copy of a signed document sent by facsimile or electronic means.

21.12 Valid proceedings

Each resolution passed or other thing done by or with the participation of a person acting as a Director or member of a committee is valid even if it is later discovered that:

- (a) there was a defect in the appointment of the person; or
- (b) the person was disqualified from continuing in office, voting on the resolution or doing that thing.

22 Treasurer

22.1 Appointment

- (a) If a Treasurer is not appointed pursuant to clause 16.1, the Directors may appoint a Treasurer for such period and on such terms as the Directors thinks fit and the Directors may revoke any such appointment.
- (b) The Treasurer must be a Director.

22.2 Obligations of Treasurer

- (a) The Treasurer shall:
 - (i) collect and receive all moneys due to the Company and make all and only payments authorised by the Board; and
 - (ii) keep correct accounts and books showing the financial affairs of the Company with full details of all receipts and expenditure connected with the activities and functions of the Company.
- (b) The accounts and books referred to in clause 22 (a) (ii) shall be available for inspection by the auditor and such other persons as authorised by the Law or as otherwise directed by the Board.

23 Secretary

23.1 Appointment

- (a) If a Secretary is not appointed pursuant to clause 16.1, the Directors may appoint a Secretary for such period and on such terms as the Directors thinks fit and the Directors may revoke any such appointment.
- (b) The Secretary must be a Director.

24 Minutes

24.1 Board must keep minutes

The Board must cause minutes to be kept of:

- (a) the proceedings and resolutions of meetings of Members, Directors and committees of Directors;
- (b) the names of Directors present at each meeting of Directors or committees of Directors;
- (c) any resolutions passed by Members or Directors without a meeting;

- (d) any disclosures or notices of Directors' interests; and
- (e) any other matters for which the Corporations Act requires minutes to be kept.

24.2 Minutes must be signed

Minutes must be signed in accordance with the Corporations Act. Minutes of a meeting must be signed within a reasonable time after the meeting by:

- (a) the President or the chair of that meeting; or
- (b) the President or the chair of the next meeting.

24.3 Minutes as evidence

A minute recorded and signed in accordance with the Corporations Act is evidence of the proceeding, resolution or declaration to which it relates, unless the contrary is proven.

24.4 Access to minutes

The Company must ensure that the minute books for meetings of Members and for resolutions passed by Members without meetings are open for inspection by Members free of charge.

25 Seal and execution of documents

25.1 Common seal

The Board may decide whether or not the Company has a common seal. The Board is responsible for the safe custody of a common seal and any duplicate seals.

25.2 Use of seals

A common seal or duplicate seal may only be used with the authority of the Board.

25.3 Executing documents

Every document to which a common seal or duplicate seal is affixed must be signed by:

- (a) two Directors or a Director and a Secretary; or
- (b) any other person or combination of persons appointed by the Board to attest to the fixing of the seal.

If a document is not required at law to be executed under seal, it will be binding on the Company if signed by two Directors or a Director and a Secretary or some other person or combination of persons appointed by the Board for that purpose.

25.4 Negotiable instruments

All cheques, promissory notes, drafts, bills of exchange and other negotiable instruments and all receipts for money paid to the Company shall be signed, drawn, accepted, endorsed or otherwise executed (as the case may be) by two Directors.

26 Accounts

26.1 Obligations

The Company must keep written financial records in accordance with the Corporations Act and prepare any reports required by the Corporations Act.

26.2 Inspection

A Member who is not a Director does not have any right to inspect the Company's financial records except:

- (a) as authorised by the Board on terms determined by the Board; or
- (b) as required by the Corporations Act.

27 Audit

The Board must appoint an auditor unless the Members at a general meeting have appointed an auditor or unless otherwise required or permitted by the Corporations Act.

28 Notices

28.1 Method

A notice is properly given by the Company to a person if it is:

- (a) in writing signed on behalf of the Company (by original or printed signature); and
- (b) either:
 - (i) delivered personally;
 - (ii) sent by post to that person's registered address or an alternative address nominated by that person; or
 - (iii) sent electronically or by fax to an electronic address or fax number nominated by that person.

28.2 Receipt

A notice given in accordance with clause 28.1 is taken as having been given and received:

- (a) if hand delivered, on delivery;
- (b) if sent by prepaid post:
 - (i) within Australia, on the second business day after the date of posting;
 - (ii) to or from a place outside Australia, on the seventh business day after the date of posting;
- (c) if transmitted by e-mail, on transmission; or
- (d) if transmitted by facsimile, at the time recorded on the transmission report indicating successful transmission of the entire notice,

but if the delivery or transmission is not on a business day or is after 5.00pm (recipient's time) on a business day, the notice is taken to be received at 9.00am (recipient's time) on the next business day.

28.3 Evidence of service

A certificate in writing signed by a Director that a notice was sent is conclusive evidence of service.

29 Winding up

29.1 Distribution of Company's assets

On the first to occur of:

- (a) the winding up or deregistration of the Company; or
- (b) the Company ceasing to be a fund under item 1 of the table contained in section 30-15 of the Tax Act;

any surplus assets of the Company after satisfaction of all debts and liabilities of the Company must be paid, distributed or transferred to:

- (c) one or more Eligible Charities; or
- (d) to the extent required or permitted by the Tax Act, funds, charitable at law, which comply with the requirements of item 2 of the table in section 30-15 of the Tax Act.

29.2 Distribution of Gift Fund assets

On the first to occur of the winding up or dissolution of the Gift Fund or the revocation of the endorsement of the Gift Fund as a deductible gift recipient under subdivision 30-BA of the Tax Act, if there remains any money or property in the Gift Fund, the remaining money or property must be transferred to one or more Eligible Charities.

29.3 Conditions of distribution to Eligible Charities

Where gifts to an Eligible Charity are deductible only if, among other things, the conditions set out in the relevant table item in subdivision 30-B of the Tax Act are satisfied, a transfer under this clause 29 must be made in accordance with those conditions.

29.4 Identity of Eligible Charities

The identity of an Eligible Charity for the purposes of this clause 29 will be determined by the Board at or before the time of winding up or deregistration of the Company, the Company ceasing to be a fund under item 1 of the table contained in section 30-15 of the Tax Act, winding up or dissolution of the Gift Fund or revocation of the endorsement of the Gift Fund as a deductible gift recipient and (where applicable) approved by a Commissioner and, in default, will be determined by the Supreme Court of Victoria.

30 Indemnity and insurance

30.1 Indemnity and insurance

Subject to and to the maximum extent permitted under the law, the Company:

- (a) indemnifies each of its officers; and
- (b) may enter into and pay premiums on a contract insuring any of its officers, against any liability incurred by an officer in that capacity, including any legal costs incurred in defending an action for such a liability.

30.2 Survival of indemnity

The indemnity in clause 30.1 will continue notwithstanding that an officer ceases to be an officer of the Company.

30.3 Indemnity and insurance subject to law

For the avoidance of doubt:

- (a) the indemnity in clause 30.1 does not apply so as to indemnify an officer from any liability for which the Company is prohibited from indemnifying the officer under the Corporations Act; and
- (b) the Company may not insure an officer against any liability for which the Company is prohibited from indemnifying the officer under the Corporations Act.