

Company Limited by Guarantee

CONSTITUTION

of

**NATIONAL PRECAST CONCRETE ASSOCIATION
AUSTRALIA LIMITED**

ACN 051 987 181

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of
NATIONAL PRECAST CONCRETE ASSOCIATION AUSTRALIA LIMITED

Company Limited by Guarantee

1. Name

The name of the company is National Precast Concrete Association Australia Limited (hereinafter called “**the Company**”).

2. Objects and Powers

2.1 Objects

The objects for which the Company is established are:-

- 2.1.1 To promote industry, science and commerce by representing the manufacturers of precast concrete products, where such representations will be in their interests, by promoting the use of precast concrete in all its forms.
- 2.1.2 To provide marketing, technical and construction information to the building and construction industries and to any other industry or section of the public and to initiate research into all aspects of precast concrete materials.
- 2.1.3 To exchange with other persons and organisations having the same interests information on all aspects of precast concrete and its applications.
- 2.1.4 To provide such facilities as may be required to establish a data base of information relating to management skills, legal matters including contracts relating to the precast concrete industry, employee skills and industry standards.
- 2.1.5 To provide facilities and a secretariat to enable exchange of information within the precast concrete industry and to any other person, group or organisation.
- 2.1.6 To exchange with other persons and organisations, whether within Australia or elsewhere having in whole or in part similar interests, experience and information on all facets of building, planning, erection, operation and management involving precast concrete.
- 2.1.7 To collect, collate, publish and distribute either by way of sale, gift or otherwise information and statistics or other educational material on the design and performance of precast concrete.
- 2.1.8 To implement programmes for education of members and others (whether or not on a discriminatory basis as to fees charged for such programmes) relating to the foregoing matters and to conduct seminars and forums for the discussion and dissemination of information concerning the foregoing matters of interest or relevance to the Company and its members.

- 2.1.9 To subscribe to and/or become a member of and/or become affiliated with and/or co-operate with any other association or organisation, whether incorporated or not, whose objects are altogether or in part similar to those of the Company, provided that the Company shall not subscribe to or support with its funds an association or organisation which does not prohibit the distribution of its income and property among its members to an extent at least as great as that imposed on the Company under or by virtue of Clause 5 of this Constitution.

2.2 Powers

In furtherance of the objects of the Company, the Company shall have the following powers:

- 2.2.1 To amalgamate and/or affiliate with the companies, institutions, societies or associations having objects altogether or in part similar to those of the Company and which shall prohibit the distribution of its or their income and property among its or their members to an extent at least as great as that imposed upon the Company under or by virtue of Clause 5 of this Constitution.
- 2.2.2 To invest and deal with the money of the Company not immediately required by it in such manner as may be permitted from time to time by the Corporations Act 2001 as amended.
- 2.2.3 To make payment of honoraria to such person or bodies who shall at the request of the Company render to it work or services associated with the objects of the Company.
- 2.2.4 To initiate research into the design and performance of materials and products used and consumed by the precast concrete industry.
- 2.2.5 To promote and foster good relations and co-operation between members for their mutual benefit.
- 2.2.6 To appoint, employ, remove or suspend such directors, managers, clerks, secretaries, servants, workmen and other persons as may be necessary or convenient for the purpose of the Company.
- 2.2.7 In furtherance of the objects of the Company to purchase or otherwise acquire and undertake all or any part of the property, assets, liabilities and engagements of any one or more of the companies, institutions, societies or associations with which the Company is authorised to amalgamate.
- 2.2.8 In furtherance of the objects of the Company to transfer all or any part of the property, assets, liabilities and engagements of the Company to any one or more of the companies, institutions, societies or associations with which the Company is authorised to amalgamate.
- 2.2.9 Subject to the Constitution to impose and collect from any member subscriptions, funds, levies or other moneys required for the purpose of carrying on or furthering the objects of the Company and to apply the same for such purposes.

- 2.2.10 To purchase, take on lease or in exchange, hire and otherwise acquire any lands, buildings, easements or property, real and personal, and any rights or privileges which may be requisite for the purposes of, or capable of being conveniently used in connection with, any of the objects of the Company provided that in case the Company shall only deal with the same in such manner as is allowed by law having regard to such trusts.
- 2.2.11 In furtherance of the objects of the Company to sell, improve, manage, develop, exchange, lease, dispose of, turn to account or otherwise deal with all or any part of the property and rights of the Company.
- 2.2.12 To make, draw, accept, endorse, discount, execute and issue promissory notes, bills of exchange, bills of lading and other negotiable or transferable instruments.
- 2.2.13 In furtherance of the objects of the Company to keep records and render services of every description to members in respect of matters of common interest.
- 2.2.14 To establish and maintain or procure the establishment and maintenance of any contributory or non-contributory pension or superannuation funds for the benefit of and give or procure the giving of donations, gratuities, pensions, allowances or emoluments to any persons who are or were at any time in the employment or service of the Company and the wives, widows, families and dependants of any such persons and also to establish and support or aid in the establishment of associations, institutions, funds, trusts and conveniences calculated to benefit employees or past employees of the Company or the dependants or connections of any such persons and to grant pensions and allowances and to make payments towards insurance and to subscribe or guarantee money for charitable or benevolent objects or for any exhibitions or for any public, general or useful objects.
- 2.2.15 Subject to the provisions of Clause 5 to remunerate any person or company for services rendered or to be rendered in placing or assisting to place or guaranteeing the placing of any debentures or other securities of the Company or in or about the organisation, formation or promotion of the Company or the conduct of its business.
- 2.2.16 In furtherance of the objects of the Company to apply for, secure, acquire by grant, legislative enactment, assignment, transfer, purchase or otherwise and to exercise, carry out and enjoy any charter, licence, power, authority, franchise, concession, right or privilege which any Government or authority or any corporation or other public body may be empowered to grant, to pay for, aid in, and contribute towards carrying the same into effect and to appropriate any of the Company's debentures or other securities and assets to defray the necessary costs, charges and expenses thereof.
- 2.2.17 To enter into any arrangements with any Government or authority, supreme principal, local or otherwise, that may seem conducive to the Company's objects or any of them and to obtain from any such Government or authority any rights, privileges and concessions which the Company may think it desirable to obtain and to carry out, exercise and comply with any such arrangements, rights, privileges and concessions.

- 2.2.18 To procure the Company to be registered or recognised in any country or place outside the State.
- 2.2.19 To take or hold mortgages, liens and charges to secure payment of the purchase price of any part of the Company's property of whatsoever kind sold by the Company or any money due to the Company from purchasers and others.
- 2.2.20 To insure with any person or company against losses, damages, risks and liabilities of any kinds which may affect the Company either wholly or partly and to insure any employee of the Company against accident in the course of his employment and insure the lives of any Directors and other employees of the Company for the benefit of the Company and to effect insurance for the purpose of indemnifying the Company in respect of loss of profits and claims involving allegations of negligence or breach of duty on the part of the Company or any of its employees and to pay the premiums in respect of all such insurances.
- 2.2.21 To carry out all or any of the objects of the Company and do all or any of the above things in any part of the world and either as principal, agent, contractor or trustee or otherwise and by or through trustees or agents or otherwise and either alone or in conjunction with others and to do all such things as are incidental or conducive to the attainment of the objects and the exercise of the powers of the Company.
- 2.2.22 To construct, improve, maintain, develop, work, manage, carry out, alter or control any houses, buildings, grounds, works or conveniences which may seem calculated directly or indirectly to advance the Company's interests and to contribute to, subsidise or otherwise assist and take part in the construction, improvement, maintenance, development, working, management, carrying out, alteration or control thereof.
- 2.2.23 To take any gift of property whether subject to any special trust or not, for any one or more of the objects of the Company but subject always to the proviso in paragraph (a) of this Clause.
- 2.2.24 To take such steps by personal or written appeals, public meetings or otherwise, as may from time to time be deemed expedient for the purpose of procuring contributions to the funds of the Company in the shape of donations, annual subscriptions or otherwise.
- 2.2.25 To print and publish any newspapers, periodicals, books or leaflets that the Company may think desirable for the promotion of its objects.
- 2.2.26 To borrow or raise or secure the payment of money in such manner as the Company may think fit and to secure the same or the repayment or performance of any debt, liability, contract, guarantee or other engagement incurred or to be entered into by the Company in any way and in particular by the issue of debentures, perpetual or otherwise, charged upon all or any of the Company's property (both present and future) and to purchase, redeem or pay off any such securities.
- 2.2.27 To make donations for patriotic or charitable purposes.

- 2.2.28 To do all such other things as the Board of Directors of the Company shall from time to time consider to be reasonably incidental or conducive to attainment of the objects and the exercise of the powers of the Company.

3. **Members Liability and Members Classes**

The liability of the members is limited.

4. **Contribution by Members**

Every member of the Company undertakes to contribute to the assets of the Company in the event of its being wound up while he is a member or within one year afterwards for payment of the debts and liabilities of the Company contracted before he ceases to be a member and the costs charges and expenses of winding-up and for the adjustment of the rights of the contributories among themselves such amount as may be required not exceeding one hundred dollars (\$100.00).

5. **Application and Income of Property**

The income and property of the Company, however derived, shall be applied solely towards the promotion of the objects of the Company as set forth in this Constitution; and no portion thereof shall be paid or transferred, directly or indirectly, by way of dividend, bonus or otherwise howsoever by way of profit, to the members of the Company.

Provided that nothing herein shall prevent the payment, in good faith, of reasonable and proper remuneration to any officer or servant of the Company, or to any member of the Company, in return for any services actually rendered to the Company, nor prevent the payment of interest at a rate not exceeding interest at the rate for the time being charged by Bankers in Sydney or overdrawn accounts on money lent, or reasonable and proper rent for premises demised or let by any member to the Company; but so that no member of the Board of the Company shall be appointed to any salaried office of the Company or any office in the Company paid by fees, and that no remuneration or other benefit in money or money's worth shall be given by the Company to any member of the Board except repayment of out-of-pocket expenses and interest at the rate aforesaid on money lent or reasonable and proper rent for premises demised or let to the Company. Provided that the provision last aforesaid shall not apply to any payment to any company of which a member of the Board may be a member and in which such member shall not hold more than one-hundredth part of the capital, and such member shall not be bound to account for any share of profits he may receive in respect of such payment.

6. **Winding up or Dissolution of the Company**

If upon the winding-up or dissolution of the Company there remains, after satisfaction of all its debt and liabilities, any property whatsoever, the same shall not be paid to or distributed among the members of the Company, but shall be given or transferred to some other institution or institutions having objects similar to the objects of the Company, and which shall prohibit the distribution of its or their income and property among its or their members to an extent at least as great as is imposed on the Company under or by virtue of Clause 5 hereof, such institution or institutions to be determined by the members of the Company at or before

the time of dissolution, and if and so far as effect cannot be given to the aforesaid provision, then to some charitable object.

7. Amendment of Constitution

The Constitution may be amended by a resolution passed by three-quarter majority of members present at any Annual General Meeting at which notice of the proposed amendment shall have been given or at a special general meeting convened for that purpose.

8. Accounts

True accounts shall be kept of the sums of money received and expended by the Company and the matter in respect of which such receipts and expenditure takes place and of the property, credits and liabilities of the Company; and subject to any reasonable restrictions as to time and manner of inspecting the same as may be imposed in accordance with the Constitution of the Company for the time being in force shall be open to the inspection of the members who may request such accounts be made available to them in either electronic form or hard copy. Once at least in every year the accounts of the Company shall be examined and the correctness of the balance sheet ascertained by one or more properly qualified auditor or auditors.

9. Company Rules

9.1 Replaceable Rules

Replaceable Rules contained in the Act shall not, to the extent allowed by the Act, apply to the Company where they are modified by or are in conflict with this Constitution.

10. Interpretation

10.1 In these regulations:-

10.1.1 “the Act” means the Corporations Act 2001 (Cth);

10.1.2 “the Company” means National Precast Concrete Association of Australia Limited ACN 051 987 181;

10.1.3 “the Board” means the Board of Directors of the Company;

10.1.4 “Chairman” means the person appointed for the time being as chairman of a meeting of the Board in accordance with clause 27.6 or the person appointed for the time being as chairman of a meeting of the members in accordance with clause 30.4, whoever is relevant in the context;

10.1.5 “Chief Executive Officer” means the person, who is not a member of the Board, appointed by the Board to conduct the day to day business and management of the Company;

- 10.1.6 “Company Secretary” or “Secretary” means the Secretary of the Company appointed by the Board;
- 10.1.7 “Director” means a director of the Board;
- 10.1.8 “General Meeting” means a general meeting of the members of the Company of which all members entitled to vote have been given notice;
- 10.1.9 “member” means a member of the Company in good standing duly admitted to the membership either as a subscriber to the Memorandum or by the Board in accordance with this constitution, and in the case of a member who is a corporation includes the Representative of such member;
- 10.1.10 “Ordinary Resolution” means a resolution of which notice of the meeting has been given to members in accordance with this Constitution and that has been passed by a majority of the votes cast by members entitled to vote on the resolution;
- 10.1.11 “President” means the person appointed for the time being as the President in accordance with clause 25.6.1;
- 10.1.12 “registered address” means the address of a member recorded in the register of members which in the case of an individual shall be his business address and in the case of a corporation shall be the registered office or principal place of business of the corporation;
- 10.1.13 “Representative” means a person appointed as representative of a member in accordance with clause 30.8;
- 10.1.14 “Vice President” means the person appointed for the time being as the Vice President in accordance with clause 25.7;
- 10.1.15 “year” means a fiscal year commencing on 1st July and ending on the 30th June;
- 10.1.16 Unless the context otherwise requires:
 - 10.1.13.1 words importing the masculine gender shall include the feminine and neuter gender and words importing the singular shall include the plural, and vice versa;
 - 10.1.13.2 words or expressions contained in these regulations shall be interpreted in accordance with the provisions of the Act in force on the date when those regulations shall be approved by the Company;
 - 10.1.13.3 headings and sub-headings have been included for the sake of ease of reference and none of the rules herein appearing are to be construed or interpreted by reference to such headings or sub-headings.

11. Purpose

- 11.1 The Company is established for the purposes set out in clause 2.

12. **Number and Classes of Membership**

12.1 There shall be ten (10) classes of member, including but not limited to:

- 12.1.1 **Precaster Members**, who shall include Australian firms engaged in the manufacture of factory made precast concrete in Australia;
- 12.1.2 **Overseas Precaster Members**, who shall include non-Australian firms engaged in the offshore manufacture of factory made precast concrete;
- 12.1.3 **Provisional Precaster Members**, who shall include Australian firms engaged in the manufacture of factory made precast concrete in Australia and who wish to access a defined range of membership benefits for a limited period;
- 12.1.4 **Industry Supplier Members**, who shall be firms engaged in a business of supplying precast-specific goods or services to the precast concrete industry;
- 12.1.5 **Industry Partners**, who shall be firms engaged in a business of supplying goods or services to the precast concrete industry;
- 12.1.6 **Professional Associate Members**, who shall be firms or individuals working with or studying to work with the precast industry in a specifying, influencing or collaborative role, such as engineers, architects, builders, draftspersons and quantity surveyors;
- 12.1.7 **Association Members**, who shall be professional or industry associations, institutes or societies that are allied to the precast concrete industry;
- 12.1.8 **Tertiary Institution Members**, who shall be educational institutions that wish to develop relationships with the precast concrete industry;
- 12.1.9 **Government Members**, who shall be government or semi-government bodies that wish to develop relationships with the precast concrete industry; and
- 12.1.10 **Life Members**, who shall be individuals who have made or are making an outstanding long term contribution to the precast concrete industry.

12.2 Only Precaster Members may attend, speak and vote at General Meetings of the Company and shall be eligible for election as a Director.

12.3 All members other than Precaster Members may attend and speak at General Meetings of the Company but may not vote and shall not be eligible for election as a Director.

13. **Application for Membership**

13.1 An Application for membership shall be in the form and be accompanied by such documents and information as shall be prescribed by the Board.

- 13.2 The application shall be submitted to be considered and decided by the Board and shall give notice of its decision to the Company Secretary who shall without delay inform the applicant of such decision.
- 13.3 When informing an applicant of the Board's decision, the Company Secretary shall give notice to the applicant (if accepted for membership) of the amount, date and place for payment of the subscription due by him and that failing such payment his application will lapse.
- 13.4 Notwithstanding the foregoing, the Board may postpone a resolution or decision, as the case may be, for a reasonable time pending investigation or inquiry as to an applicant's suitability for membership, provided that the application shall be decided and a decision notified to the applicant within ninety (90) days of the date the application was first received by the Company Secretary.
- 13.5 The Board may delegate all or any of its powers in regard to applications for membership.
- 13.6 No reason for any decision given by the Board in regard to an application for membership shall be required of or given by the Board, and the Board (where powers have been delegated to it), shall have absolute discretion as to the grant or refusal of applications for membership.

14. Subscriptions

- 14.1 No class of member shall be admitted to membership until he shall have paid his subscription, the amount of which shall be determined by the Board from time to time.
- 14.2 At the discretion of the Board:
 - 14.2.1 a new member may be granted a pro rata reduction in the subscription payable by him during the year of his admission equivalent to the proportion which the expired portion of that year up to the date of his acceptance for membership bears to a year; and
 - 14.2.2 subject to Clause 19.1, allow subscriptions to be paid by instalments provided that a member who fails to make an instalment payment shall be suspended from membership and lose all rights and privileges associated with such membership in accordance with clause 22.1 until the subscription payments are paid up to date.

15. Certificate of Membership

- 15.1 The Company Secretary shall post to each member a notice of his acceptance to the Company within thirty (30) days of the latter's admission to membership and a certificate recording the class of membership to which he belongs issued by the Company pursuant to Clause 26.7.

16. Compliance with Rules

- 16.1 All members shall comply with all the terms of the Constitution of the Company for the time being and with any rules from time to time made by the Board as hereinafter provided.

17. Register of Members

17.1 In addition to the requirements of the Act the register of members shall contain the following particulars:

17.1.1 the name and registered address of each member;

17.1.2 a member's class of membership;

17.1.3 the date on which each member is admitted to membership;

17.1.4 the date upon which any member ceases to be a member; and

17.1.5 the name of any Representatives, delegates, substitutes or alternatives appointed to attend meetings and vote on behalf of a member.

18. Change of Address or Representatives

18.1 Any member who shall at any time change his registered address or Representative shall immediately give notice thereof to the Company Secretary.

19. Lapse of Membership

19.1 If a member shall fail by the due date to pay in full his subscription, or any levy or other amount due by him to the Board, and if he shall persist in such failure notwithstanding one calendar month's notice to him from the Company Secretary requiring payment, his membership shall at the discretion of the Board, lapse.

20. Termination of Membership

20.1 A member shall automatically and forthwith cease to be a member of the Company if he shall:

20.1.1 give notice of resignation provided that such notice shall not absolve the member from liability for the payment of subscriptions or any other amounts then due by him to the Board;

20.1.2 cease to be engaged in a profession or business associated with the industry;

20.1.3 become bankrupt or make any arrangement or composition with his creditors;

20.1.4 enter into a deed of arrangement or assign his estate for the benefit of his creditors;
or

20.1.5 being a corporation go into liquidation (otherwise than for the purpose of reconstruction).

21. Expulsion of Member

21.1 Any member who fails to observe any of the rules or regulations of the Company or who is deemed guilty of any act, practice or conduct calculated to bring discredit on the Company or

its members may, if he persists in such conduct after having been given notice by the Board to desist, be expelled by resolution of the Board. Notice of the motion for expulsion together with particulars of the reasons for expulsion shall be furnished to any such member not less than fourteen (14) days prior to the meeting at which the motion is to be made and any such member may attend such meeting either in person or by his Solicitor or Counsel for the purpose of defending himself but should he neglect to attend such meeting or to defend himself the meeting shall proceed in his absence to vote upon the motion. Such notice for the expulsion of a member shall be dealt with at an annual general meeting or an extraordinary general meeting of the Company and shall require a simple majority of those present to sustain the expulsion.

22. Forfeiture of Rights

- 22.1 Any member who ceases to be a member of the Company for any reason whatsoever shall forfeit all rights and privileges of membership and all claims to participation in and use of the assets and funds of the Company or any part thereof but shall nevertheless be liable to pay to the Board, all arrears of the annual subscription together with the full subscription for the year in which he ceases to be a member together with the amount of any levies or other amounts which may be in arrears including any contribution for which he may be liable in terms of Clause 4.

23. Levies

- 23.1 The Board of the Company shall have power to raise additional levies from members in such amounts and payable at such times as it may determine, provided that:
- 23.1.1 subject to Clause 23.2 no additional levy or combination of levies payable by such member in any year shall exceed 50% of the annual subscription comprising basic fee and levy on annual turnover payable by that member;
 - 23.1.2 levies shall not be raised more often than once each calendar month; and
 - 23.1.3 levies may be raised for special projects from those members who have agreed to contribute.
- 23.2 At a General Meeting of which special notice has been given, the Board may impose levies on its members in proportion to their respective annual subscriptions in excess of the aggregate amount referred to in Clause 23.1.1.

24. Pre-Payment of Levies

- 24.1 Any member who shall at his option contribute to the funds of the Company in anticipation of future levies may set off the amount of any such pre-payment against levies as and when they fall due.

25. National Board

- 25.1 The governing body of the Company shall be the Board who shall:

- 25.1.1 determine the general policy for the time being of the Company;
 - 25.1.2 have overall management and control of the Company; and
 - 25.1.3 exercise their powers and discharge their duties in a manner that is representative of all members.
- 25.2 The Directors (including the officers of the Board) shall exercise only such powers and perform only such function as shall be specifically granted to them by this Constitution or by the Board, or as otherwise provided to them at law including under all applicable legislation and regulations.
- 25.3 The situation of the head office of the Company shall be as determined from time to time by the Board, but meetings of the Board shall be held at such places in Australia as the President of the Board shall decide, it being the intention so far as reasonably possible that meetings shall take place in the main centres of the Company's activities throughout Australia.
- 25.4 The number of Directors shall be no greater than ten (10), except that the members may from time to time by Ordinary Resolution resolve to increase or reduce the maximum number of Directors in such manner as the members shall decide.
- 25.5 The Directors shall consist of senior representatives of Precaster Members who are nominated annually in accordance with Clause 25.8 and who are elected by an Ordinary Resolution of members at the Annual General Meeting in accordance with clause 30.
- 25.6 The officers of the Board shall include:
- 25.6.1 President, who shall be appointed by the Board and who shall, subject to he being reelected as a Director after his first year of office at the Annual General Meeting, hold office for a period of two years;
 - 25.6.2 Immediate Past President (or if he shall die, be disqualified or be or become unwilling or unable to act, the Immediate Past President who most recently preceded him and who is qualified, willing and able to act) who shall hold office ex-officio; and
 - 25.6.3 Vice President,
- and each such officer of the Board must be a Director.
- 25.7 No earlier than twelve (12) months prior to the expiry of each President's two year term of office as President, the Directors may also appoint a Director to hold the office of Vice President.
- 25.8 Each Director shall hold office from the time of their appointment until the following Annual General Meeting when they shall retire but be eligible for re-election at the Annual General Meeting if otherwise qualified. All nominations for the Board, including retiring Directors wishing to be re-elected, shall nominate for election at least thirty (30) days before the Annual General Meeting.

- 25.9 Notwithstanding any vacancy in the Board, the Board may continue to act provided that there shall remain on the Board not less than one third of the permitted number of Directors.
- 25.10 A vacancy on the Board caused by an officer ceasing to be a Director shall be replaced as soon as reasonably possible by the Board. Nominations to fill the vacancy will be accepted from Representatives of Precaster Members who have been a member for a minimum of two (2) years at the date of the nomination. The period of appointment shall not extend beyond the next Annual General Meeting held after the date of the appointment.
- 25.11 A Director shall cease to hold his position on the Board, and his appointment shall become vacant, if:
- 25.11.1 the member who has appointed him ceases to be a member;
 - 25.11.2 he becomes prohibited from being a director of a company by reason of any order made under the Act;
 - 25.11.3 he becomes of unsound mind or a person whose person or estate is liable to be dealt with in any way under the law relating to mental health;
 - 25.11.4 he resigns by notice to the Board;
 - 25.11.5 for more than six (6) months he is absent, without the permission of the Board, from meetings of the Board held during that period;
 - 25.11.6 without the consent of the Board, he holds any office of profit under the Company;
 - 25.11.7 he is directly or indirectly interested in any contract or proposed contract with the Company provided, however, that a director shall not vacate his office by reason of his being a member of any corporation, society or association which has entered or proposes to enter into a contract with the Company if such corporation, society or association is among the class of companies referred to in the provisions of Clause 5 of the Constitution of the Company and if he shall have declared the nature of his interest in a manner required by the Act. Provided always that nothing in this clause shall effect the operation of Clause 5 of the Constitution of the Company; and
 - 25.11.8 he ceases to be the duly appointed Representative of a Member.

26. Powers of the Board

- 26.1 The Board may pay all expenses incurred in promoting and registering the Company, and may exercise all such powers of the Company as are not by the Act or by this Constitution required to be exercised by the Company in General Meeting, subject, nevertheless, to any of these clauses, to the provisions of the Act, and to such regulations being not inconsistent with the aforesaid clauses or provisions as may be prescribed by the Company in General Meeting. Provided that any rule or regulation of the Company made by the Directors may be disallowed by the Company in General Meeting but further provided no regulation made by the Company in General Meeting shall invalidate any prior act of the Board or the Directors which would have been valid if that clause had not been made.

- 26.2 The Board may exercise all the powers of the Company to borrow money and to mortgage or charge its property or any part thereof and to issue debentures and other securities whether outright or as security for any debt, liability, or obligation of the Company.
- 26.3 The Board may from time to time by power of attorney appoint any corporation, firm or person or body of persons whether nominated directly or indirectly by the Board to be the attorney or attorneys of the Company for such purposes and with such powers, authorities and discretions (not exceeding those vested in or exercisable by the Board under these regulations) and for such period and subject to such conditions as it may think fit and any such powers of attorney may contain such provisions for the protection and convenience of persons dealing with any such attorney to delegate all or any of the powers, authorities and discretions vested in him.
- 26.4 The Board may from time to time in furtherance of the objects of the Company make grants.
- 26.5 The Board may affiliate, combine or enter into an association or arrangement, upon such terms as the Board shall decide, with such persons, bodies, institutions or societies as it shall consider will advance the interests of the Company.
- 26.6 The Board shall endeavor to ensure that each member faithfully complies with this Constitution, the Board's rules hereinafter mentioned and the policy of the Company as determined from time to time by the Board.
- 26.7 All certificates of membership and such other certificates as may from time to time be granted or made by the Company shall be issued at the direction of the Board.
- 26.8 The Board may from time to time make rules which are consistent with provisions of these regulations and shall have the power to vary or revoke any such rules so made.
- 26.9 The Board shall cause all rules made by it to be printed and published in such a manner as shall be deemed by it to be appropriate.
- 26.10 All cheques, promissory notes, drafts, bills of exchange, and other negotiable instruments and all receipts for money paid to the Board shall be signed, drawn, accepted, endorsed or otherwise executed as the case may be by any two members of the Board duly authorised thereto, or in such other manner as the Board from time to time may determine.
- 26.11 Subject to Clause 26.12, the Board may appoint and may remove and determine the duties, salary and emoluments of a Chief Executive Officer and such other staff or personnel as may be necessary to administer a principal office of the Company, whether by way of permanent, temporary, part or full-time employment, agents, consultants or other persons to enable the Company to carry out its objects and the Board shall determine the security, if any, to be taken from any such staff personnel, agents or employees.
- 26.12 Where the Board has appointed a person as the Chief Executive Officer, or to an equivalent position, that person shall:
- 26.12.1 act at arm's length to the Board and shall not be a member of the Board;
- 26.12.2 act as the Company Secretary if there is a vacancy in the position of Company Secretary or no other Company Secretary has been appointed by the Board; and

26.12.3 act as Treasurer for the Company if there is a vacancy in the position of Treasurer or if no other Treasurer has been appointed by the Board.

26.13 The Directors shall cause minutes to be made:

26.13.1 of all appointments of officers and servants;

26.13.2 of names of Directors present at all meetings of the Company and Directors; and

26.13.3 of all proceedings at all meetings of the Company and Directors. Such minutes shall be signed by the Chairman of the meeting at which the proceedings were held or by the Chairman of the next succeeding meeting.

27. Proceedings of the Board

27.1 The Board may meet, adjourn and otherwise regulate its meetings as it shall think fit provided that the Board shall meet at least once a year. Guests shall not be permitted to attend meetings of the Board unless specifically requested by the Chairman or Chief Executive Officer to do so, and with prior agreement by a majority of all Board members.

27.2 A meeting of the Board shall be convened at any time upon the request of the President or of any two (2) Directors.

27.3 Subject to this Constitution, questions arising at any meeting of the Board shall be decided by a majority of votes and a determination by a majority of the Directors shall for all purposes be deemed a determination of the Board. In case of an equality of votes, the Chairman of the meeting shall have a casting vote.

27.4 A Director shall not vote in respect of any contract or proposed contract with the Company in which he is interested, or any matter arising thereof, and if he does so his vote shall not be counted.

27.5 The quorum necessary for the transaction of the business of the Directors shall be three or such other number as may be fixed by Directors.

27.6 The person elected as President shall preside as Chairman at every meeting of the Directors, or if there is no such person, or if at any meeting he is not present within ten minutes after the time appointed for holding the meeting, the members may choose one of their number to be Chairman of the Meeting.

27.7 A resolution in writing signed by all the Directors for the time being entitled to receive notice of meeting of Directors shall be as valid and effectual as if it has been passed at a meeting of Directors duly convened and held. Any such resolution may consist of several documents in like form, each signed by one or more Directors.

27.8 All acts done by any meeting of the Directors or of a committee formed under Clause 28 or by any person acting as a Director shall, notwithstanding that it is afterward discovered that there was some defect in the appointment of any such Director or person acting as above, or that the Directors or any of them were disqualified, be as valid as if every such person had been duly

appointed and was qualified to be a Director.

28. Committees

- 28.1 The Board of the Company may appoint Committees from its own members or from members of the Company who are not members of the Board and may delegate to such Committees such powers as the Board may think fit, provided such powers be not in excess of those of the Board. The Board may from time to time delegate to a Committee such powers as may be considered necessary or expedient for control and management of the Company during such times as the Board may not be able to meet and may at any time revoke any or all of the powers so delegated.
- 28.2 The meeting and proceedings of every such Committee consisting of two or more members shall be governed by the provisions herein contained for regulating the meetings and proceedings of the Board as far as the same are applicable thereto.
- 28.3 No resolution of any Committee shall bind the Board until confirmed by the Board was appointed unless at the time of the appointment power to do so was expressly given to such committee.

29. General Meetings of the Company

- 29.1 An Annual General Meeting of the Company shall be held by the end of the calendar year, and at such place as the Board shall from time to time appoint. All General Meetings, other than the Annual General Meetings, shall be called Extraordinary General Meetings.
- 29.2 The Board may at any time and it shall within twenty-one (21) days of the receipt of a requisition in writing stating the object and purpose of such meeting and signed by more than half of members who are entitled to vote at such Meetings convene an Extraordinary General Meeting of the Company. Failing action by the Board within the time allowed aforesaid the requisitionists may convene a Meeting in the Capital City of the State or Territory in which the registered office for the time being of the Company is situated.
- 29.3 Subject to the provisions of the Act relating to Special Resolutions, Resolutions requiring special notice and Agreements for shorter notice, twenty-one (21) days notice at the least (exclusive of the day on which the notice is served or deemed to be served, but inclusive of the day for which notice is given) specifying the place, the day and the hour of the Meeting, and in the case of Special Business the general nature of that business shall be given to such persons as are entitled to receive such notices from the Company.
- 29.4 All business shall be Special that is transacted at an Extraordinary General Meeting, and also all that is transacted at an Annual General Meeting that is not Ordinary Annual Business as defined in Clause 30.1.
- 29.5 A member wishing to bring before an Annual General Meeting of the Company any motion or business not relating to the ordinary annual business of an Annual General Meeting of the Company shall give notice thereof in writing to the Company Secretary not later than twenty-one (21) days prior to that meeting, and no motion or business other than the business brought

forward by the Board shall come before the Meeting unless notice thereof has been so given.

30. Proceedings at General Meetings of the Company

- 30.1 The “Ordinary Annual Business” of any Annual General Meeting of the Company shall be to receive and consider the Accounts and the Balance Sheet and Report of the Board and Auditors for the preceding year, the election of Directors in place of those retiring and the appointment of the Auditors, and the consideration of such other business as the Board may bring before it.
- 30.2 No business shall be transacted at any General Meeting of the Company unless a quorum of members is present at the time when the meeting proceeds to business. Save as hereinafter otherwise provided, twenty five per cent (25%) of members entitled to vote at a meeting present in person or by proxy shall be a quorum.
- 30.3 If, within half an hour from the time appointed for the Meeting, a quorum is not present, the Meeting, if convened upon the requisition of members, shall be dissolved and stand adjourned to such other day and at such other time and place as the Chairman of the Meeting may appoint. If at such adjourned meeting a quorum is not present within half an hour from the time appointed for the Meeting, the members present (being not less than ten per cent (10%) of members entitled to vote at the meeting) shall be a quorum.
- 30.4 At every General Meeting of the Company, the President, or in his absence the Vice-President, the Immediate Past President or any Director, may be chosen by the members present to take the Chair. If at any meeting no person entitled to take the Chair shall be present within fifteen (15) minutes after the time appointed for holding such meeting, or if all such persons present decline to take the Chair, then the members present shall choose one of their number to be Chairman.
- 30.5 The Chairman may, with the consent of any meeting at which a quorum is present (and shall if so directed by the meeting), adjourn the meeting from time to time and from place to place but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place. When a meeting is adjourned for thirty (30) days or more, notice of the original meeting shall be given. Save as aforesaid it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.
- 30.6 At any General Meeting a resolution put to the vote of the meeting shall be decided on a show of hands unless a poll is (before or on the declaration of the result of the show of hands) demanded: -
- 30.6.1 by the Chairman; or
- 30.6.2 by at least three (3) members entitled to vote at the meeting present in person or by proxy.
- 30.7 Unless a poll is so demanded, on a show of hands, a declaration by the Chairman that a resolution has been carried, carried unanimously, carried by a particular majority, or lost, and an entry to that effect in the book containing the minutes of the proceedings shall be conclusive

evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the resolution. The demand for a poll may be withdrawn.

- 30.8 A member which is a Corporation shall appoint in writing one or more individuals as the representative or representatives of such member and shall give notice in writing the Board of such appointee or appointees stating their seniority and shall also give notice of any changes therein. An individual shall not be, or continue to be an appointee, if he is a person who would be disqualified from membership pursuant to Clauses 14.2.2, 19.1, 20.1 and 21.1 but need not otherwise be a person qualified for membership. In the case of more than one appointee any one of them may attend and vote at any General Meeting as such representative, but if more than one should attend, the senior shall displace his juniors. The member, through its Representative, shall be entitled to one vote only.
- 30.9 If a poll is duly demanded it shall be taken in such manner and either at once or after an interval or adjournment or otherwise as the Chairman directs, and the result of the poll shall be the resolution of the meeting at which the poll was demanded, but a poll demanded on the election of the Chairman or on a question of adjournment shall be taken forthwith.
- 30.10 In the case of an equality of votes, whether on a show of hands or on a poll, the Chairman 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.
- 30.11 A member may vote in person or by proxy or by attorney and on a show of hands every person present who is a member, or the Representative of a member, shall have one (1) vote, subject however to this Constitution.
- 30.12 A member who is of unsound mind or whose person or estate is liable to be dealt with in any way under the law relating to mental health may vote, whether on a show of hands or on a poll, by his Committee or by his trustee or by such other person as properly has the management of his estate, and any such Committee trustee or other person may vote by proxy or attorney.
- 30.13 A member otherwise entitled to vote shall not be entitled to vote at any General Meeting if his annual subscription shall be more than one month in arrears and notice has been given in accordance with Clause 19.1 at the date of the meeting.
- 30.14 The instrument appointing a proxy shall be in writing (in the common or usual form) under the hand of the appointer or his attorney duly authorised in writing or, if the appointer is a corporation, either under seal or under the hand of an officer or attorney duly authorised. A proxy may but need not be a member. The instrument appointing a proxy shall be deemed to confer authority to demand or join in demanding a poll.
- 30.15 Where it is desired to afford members an opportunity of voting for or against a proposed resolution, the instrument appointing a proxy shall be in the following form or a form as near thereto as circumstances admit: -

I, _____ being a member entitled to vote at the meeting of the above-named Company, hereby appoint _____ of _____ as my proxy to vote for me on my behalf at the (annual

or extraordinary, as the case may be) general meeting of the Company to be held on the _____ day of _____ 20____ and at any adjournment thereof.

Signed this _____ day of _____ 20____

*in favour of

This form to be used _____ the proposed resolution

*against

*Strike out whichever is not desired.

(Unless otherwise instructed, the proxy may vote as he thinks fit).

30.16 The instrument appointing a proxy and the power of attorney or other authority, if any, under which it is signed or a notarially certified copy of that power or authority, shall be deposited at the registered office of the Company or at such other place as is specified for that purpose in the notice convening the meeting, not less than forty-eight (48) hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote, or, in the case of a poll, not less than twenty-four (24) hours before the time appointed for the taking of the poll, and in default the instrument of proxy shall not be treated as valid.

30.17 A vote given in accordance with the terms of an instrument of proxy or attorney shall be valid notwithstanding the previous death or unsoundness of mind of the principal or revocation of the instrument or of the authority under which the instrument was executed, if no intimation in writing of such death, unsoundness of mind or revocation as aforesaid has been received by the Company at the registered office before the commencement of the meeting or adjourned meeting at which the instrument is used.

31. **Secretary**

31.1 The Company Secretary shall in accordance with the Act be appointed by the Board for such term, at such remuneration and upon such conditions as it thinks fit, and any Secretary so appointed may be removed by it. Nothing herein shall prevent the Board from appointing a member of the Company as an Honorary Secretary and any member so appointed shall forthwith become an officer ex officio of the Board and he shall be subject to the provisions of Clause 5.

32. **Honoraria**

32.1 The Board may from time to time make payment of honoraria to such persons and bodies who, at the request of the Board or Division, render work or services for the benefit of the Company.

33. **Seal**

33.1 The Board shall provide for the safe custody of the Common Seal of the Company, which shall only be used by the authority of the Board, or by a subcommittee of members of the Board which has been authorised by the Board. Every instrument to which the Seal is affixed shall be signed by two members of the Board and shall be counter-signed by the Company Secretary or

by a third member or by some other person appointed by the Board for the purpose.

34. Funds

- 34.1 All moneys when received on account of the Company by the Board, the Company Secretary or any officer of the Company, shall be paid into an account of the Company at its bankers approved by the Board and such of those moneys as are not immediately required by the Board for any purpose of the Company may be invested by the Board or deposited with such organisations or institutions and according to such terms and conditions as the Board may from time to time approve.
- 34.2 The Board shall otherwise have control over the expenditure and investment of all moneys received by the Company in accordance with this Constitution.

35. Accounts

- 35.1 The Board shall cause proper accounting and other records to be kept. The Board shall distribute to members in electronic form or in hard copy, copies of the accounts and balance sheet (including every document required by the Act or applicable law to be attached thereto) accompanied by a copy of the Auditor's report thereon as required by the Act, provided however that the Board shall cause to be made out and laid before each Annual General Meeting a Balance Sheet and Profit and Loss account made up to a date not more than six (6) months before the date of the meeting.
- 35.2 The Board shall from time to time determine in accordance with Clause 8 of the Constitution at what times and places and under what conditions or rules the accounting and other records of the Company shall be open to the inspection of members not being members of the Board and no member (not being a member of the Board) shall have any right of inspecting any account or paper of the Company except as conferred by law or by Clause 8 of the Constitution or authorised by the Board.

36. Audit

- 36.1 A properly qualified auditor or auditors shall be appointed in accordance with the Act as amended and Clause 8 of the Constitution.

37. Notices

- 37.1 A reference to notice in this Constitution shall mean written notice and may be given to any party either:
- 37.1.1 personally;
 - 37.1.2 by sending it by post to the party's registered address;
 - 37.1.3 by facsimile to a party's facsimile number; or
 - 37.1.4 by e-mail or equivalent electronic transmission to a party's e-mail or equivalent address for receipt of electronic communications.

- 37.2 A notice is given to a party in accordance with clause 37.1 is treated as having been duly given and received:
- 37.2.1 when delivered (in the case of personal delivery);
 - 37.2.2 on the third business day after posting (in the case of delivery by post);
 - 37.2.3 on the day of transmission (if given by facsimile and the receiving party's facsimile answerback of successful transmission being received by the sender);
 - 37.2.4 on the day of transmission (if given by e-mail or electronic equivalent and the recipient's system sends back confirmation of successful delivery); or
 - 37.2.5 on the second business day after transmission (if given by e-mail and the recipient's system does not provide confirmation of delivery and no message has been received by the sender's system informing them of a delivery failure of the electronic communication).
- 37.3 If any communication is sent after 5pm on any day it will be deemed delivered the next business day.
- 37.4 Notice of every general meeting shall be given in any manner set out above to:
- 37.4.1 every current and financial member except for those members who have not supplied to the Company a registered address; and
 - 37.4.2 the auditor or auditors for the time being of the Company.
- 37.5 No other person shall be entitled to receive notices of general meetings.

38. **Publicity**

- 38.1 No communication, oral or in writing, shall be made by any member in relation to the Company or its officers, whether to a representative of the press or other public media or to any person save by the President of the Board or a member duly authorised thereto by such President.

39. **Winding-Up**

- 39.1 The provisions of Clause 6 of the Constitution relating to the winding-up or dissolution of the Company shall have effect and be observed as if the same were repeated in these rules.

40. **Indemnity**

- 40.1 Every Director, auditor, secretary and other officer for the time being of the Company shall be indemnified out of the assets of the Company against any liability incurred by him in defending any proceedings, whether civil or criminal, in which judgment is given in his favour or in which he is acquitted or in connection with any application under the Act in which relief is granted to him by the Court in respect of any negligence, default, breach of duty or breach of

trust.

41. Internal Disputes

41.1 The Directors shall ensure that a mechanism is established for resolving internal disputes within its membership, including but not limited to:

41.1.1 the appointment of an independent person to arbitrate the dispute;

41.1.2 a process to bring disputing parties together to resolve the dispute at any early stage;

41.1.3 a process to ensure that all parties receive a full and fair opportunity of presenting their case; and

41.1.4 where the dispute cannot be resolved internally by mediation or arbitration, to refer the matter to a Community Justice Centre, or equivalent which functions as “a centre for dispute settlement”.

42. Complaints

42.1 The Directors shall ensure that a mechanism is established that will deal with complaints made by members of the public in relation to the Company’s principal objects.