

**CONSTITUTION**  
**OF**  
**AUSTRALIAN ORGANISATION**  
**FOR QUALITY LIMITED**

**A COMPANY LIMITED BY GUARANTEE**

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# 1. Definitions and Interpretations

## 1.1 Definitions

In this Constitution unless the context requires otherwise:

- (a) **Annual General Meeting** means the Annual General Meeting of the Company required to be held by the Company in each calendar year under the Corporations Act;
- (b) **Appointed Director** means a Director appointed under clause 12.10;
- (c) **Board** means the Board of Directors referred to in clause 12.1.
- (d) **Committee** means a committee established by the Directors under clause 18;
- (e) **Commonwealth** means the Commonwealth of Australia;
- (f) **Company** means Australian Organisation for Quality Limited;
- (g) **Company Secretary** means a person appointed as a company secretary of the Company by the Directors under clause 17;
- (h) **Conflicts Register** means the register of conflicts declared by Directors maintained by the Company Secretary in accordance with clause 14.10;
- (i) **Constitution** means this Constitution as amended from time to time, and a reference to a particular clause is a reference to a clause of this Constitution;
- (j) **Corporations Act** means the *Corporations Act 2001 (Cth)* as modified and amended from time to time and includes any regulations made under that Act and any exemption or modification to that Act applying to the Company;
- (k) **Delegations Register** means a register of delegations made by the Directors in accordance with clause 13.6(b)(v) maintained by the Company Secretary;
- (l) **Directors** means, as the case requires, all or some of the Directors (being both Elected Directors and Appointed Directors) acting together in accordance with their powers and authority under this Constitution;
- (m) **Dispatch** shall have the meaning attributed to it by the *Electronic Transactions Act 2000 (SA)*.
- (n) **Elected Director** means a Director elected under clause 12;
- (o) **Executive Officer** means a person appointed as executive officer of the Company by the Directors pursuant to clause 15 or the person who undertakes that role pursuant to clause 15.

- (p) **Fee** means any money owed by a Member to the Company as set out in this Constitution or other Policies;
- (q) **First Appointed Directors** means the persons referred to in clause 7(c) of Schedule 1;
- (r) **First Elected Directors** means the persons referred to in clause 7(b) of Schedule 1;
- (s) **General Meeting** means a general meeting of Members and includes the Annual General Meeting;
- (t) **Interim Directors** means the persons named in clause 6 of Schedule 1;
- (u) **Member** means a person admitted to the Company as a member under clause 5;
- (v) **Objects** means the objects of the Company in clause 2;
- (w) **Policy** means a policy made under clause 19;
- (x) **President** means the President from time to time;
- (y) **Register of Members** means the membership register maintained by the Company Secretary pursuant to clause 8.1;
- (z) **Representative** means a person (other than a proxy) appointed in accordance with the *Corporations Act* to represent a Voting Member at a General Meeting of the Company.
- (aa) **Special Resolution** means a resolution that must be passed by a majority of at least 75% of votes exercisable by Voting Members at the relevant General Meeting in accordance with this Constitution and/or the *Corporations Act*;
- (bb) **State** means the States of Australia, which shall be deemed to include each of the Northern Territory and the Australian Capital Territory;
- (cc) **Subscription** means any money owed by a Member to the Company as set out in this Constitution or Policies;
- (dd) **Telecommunication Meeting** means a meeting held by telephone, video, any other technology (or any combination of these technologies), which permits each Director at a meeting of Directors or each Voting Member at a meeting of members to communicate with any other participant;
- (ee) **Terms of Reference** means terms of reference for any Committee established in accordance with clause 18;



- (ff) **Transitional Provisions** means the provisions referred to in clause 12.2 and as set out at Schedule 1 to this Constitution;
- (gg) **Voting** means voting by way of ballot, poll, electronic means or any other method determined by the Directors or as set out in the Policies from time to time;
- (hh) **Voting Member** means:
  - (i) in relation to a General Meeting, those Members present in person, by telecommunications technology or by proxy and entitled to vote; and
  - (ii) in relation to a ballot held by post or electronically, means those Members entitled and eligible to vote on the day the ballot is issued.

## 1.2 Interpretation

In this Constitution unless the context requires otherwise:

- (a) a reference to the Company is a reference to Australian Organisation for Quality Limited, a company limited by guarantee;
- (b) a reference to a document or instrument includes any amendments made to it from time to time and, unless the contrary intention appears, includes a replacement;
- (c) words importing any gender include all other genders;
- (d) the word person includes a firm, a body corporate, a partnership, a joint venture an unincorporated body or association or an authority;
- (e) a reference to an organisation includes a reference to its successors;
- (f) the singular includes the plural and vice versa;
- (g) a reference to a law includes regulations and instruments made under it;
- (h) a reference to a law or a provision of a law includes amendments, re-enactments or replacements of that law or the provision, whether by a State or the Commonwealth or otherwise;
- (i) the words include, includes, including and for example are not to be interpreted as words of limitation;
- (j) where, by a provision of this Constitution, a document including a notice is required to be signed, that requirement may be satisfied in relation to an electronic communication of the document in any manner permitted by law or

by any State or Commonwealth law relating to electronic transmissions or in any other manner approved by the Directors; and

- (k) writing and written includes printing, typing and other modes of reproducing words in a visible form including, without limitation, any representation of words in a physical document or in an electronic communication or form or otherwise.

### 1.3 **Corporations Act**

In this Constitution:

- (a) unless the context requires otherwise, in a provision of this Constitution that deals with a matter dealt with by a particular provision of the Corporations Act, an expression has the same meaning as in that provision of the Corporations Act;
- (b) the provisions of the Corporations Act that apply as replaceable rules are displaced by this Constitution and accordingly do not apply to the Company;
- (c) in the event that any of the provisions in this Constitution are in breach of any of the provisions of the Corporations Act then the provisions will be read down to the extent that they will comply with the Corporations Act and unable to be read down and any provision that is in breach of the Corporations Act will be deemed to be struck out and will not form part of this Constitution; and
- (d) in the event that the Corporations Act permits an act to be done, a decision to be made or a meeting to be held in a way that is more convenient for the Company or the Directors or is more favourable to the Members or the Directors than as required or permitted by this Constitution then the Directors may, but will not be obliged to, make the decision, take the action, give the notice or hold the meeting or do the particular thing as permitted and in the time and in the manner permitted by the Corporations Act.

### 1.4 **Headings**

Headings are inserted for convenience and do not affect the interpretation of this Constitution.

## **2. Objects**

### **2.1 Objects of the Company**

The Objects of the Company are to provide leadership in quality that drives a strong, competitive Australia, including by means that:

- (a) promote and contribute to the science and practice of Quality Management in any of its forms;
- (b) recognise and advance the status of natural persons engaged in management or technology or both related to the science and practice of Quality Management in any of its forms;
- (c) recognise, promote, encourage and advance the status of Australian organisations, in the public and private sectors, in the application of Modern Quality Principles in all aspects of business management;
- (d) promote Professional Development and further education in Quality Management and related fields;
- (e) represent Members and the Company internationally;
- (f) promote and facilitate communications between Members, and between overseas parties and Members via the Company;
- (g) recognise outstanding individual contributions to the achievement of the objects of the Company, and in other relevant fields and to make appropriate awards;
- (h) provide advocacy with key industry stakeholders in the areas of influential relationships, legislative design and standards of Quality Management in both the private and public sectors;
- (i) provide services for Members in the area of Quality Management including, but not limited to, access to information, access to international quality bodies, networking both nationally and internationally, technical meetings and conferences;
- (j) develop, maintain and uphold professional standards in the area of Quality Management; and
- (k) undertake any other actions or activities necessary, incidental or conducive to advance these Objects and the conduct of the business activities of the Company, and by so doing make quality meaningful, compelling and

satisfying, so that the Company is recognised globally as the intellectual and practical heart of quality in Australia.

### **3. Powers**

Solely for furthering the Objects of the Company under clause 2, in addition to any other powers it has under the Corporations Act, the Company has the legal capacity and powers of a company limited by guarantee as set out under section 124 of the Corporations Act.

### **4. Income and Property of Company**

#### **4.1 Sole Purpose**

The income and property of the Company will only be applied towards the promotion of the Objects of the Company.

#### **4.2 Payments to Members**

No income or property will be paid or transferred directly or indirectly to any Member except for payments to a Member:

- (a) in return for any services rendered or goods supplied in the ordinary and usual course of business to the Company; or
- (b) as reimbursement for expenses properly incurred on behalf of the Company; or
- (c) of interest at a rate not exceeding current bank overdraft rates of interest for moneys lent; or
- (d) in return for services as a Director but only in accordance with the provisions of this Constitution;
- (e) of reasonable rent for premises let to the Company by the Member.

### **5. Membership**

#### **5.1 Categories of Members and right to attend, speak and vote**

Members of the company shall fall into one of the following categories with the criteria specified for the category by Policy of the Board under Clause 19:

- (a) Individual Members of various grades, who have the right to attend, speak and vote at General Meetings of the Company;

- (b) Corporate Members (which may be a company or partnership) which have the right to appoint a representative to attend, speak and vote at General Meetings of the Company;
- (c) Affiliates (being organisations that have an interest in quality management and have established a formal membership arrangement with AOQ) which have the right to appoint a representative to attend and speak but not to vote at a General Meeting of the Company;
- (d) Life Members;
- (e) such other category of Member with the criteria specified as may be created by the Board.

## 5.2 **Application for Membership**

- (a) Subject to this Constitution and any relevant Policies, an application for membership by a person must:
  - (i) be in writing in the form determined by the Board from time to time;
  - (ii) provide such information in relation to the person and the qualifications of that person for admission to membership to a specified category as may be required by the Board;
  - (iii) if requested by the Board, provide such other information as may be required to satisfy the Board that the person is a fit and proper person to be a Member of the Company;
  - (iv) be accompanied by the appropriate fee or fees, if any; and
  - (v) be lodged with the Executive Officer.
- (b) As soon as practicable after the receipt of an application under clause 5.2(a) the Executive Officer must refer the application to the Board.
- (c) Upon an application for membership being referred to the Board, the Board must, as soon as practicable, determine whether to approve or reject the application in its absolute discretion.
- (d) If the Board approves the application for membership, the Board shall determine the appropriate category of membership and the Executive Officer shall, as soon as practicable, notify the applicant in writing that the application for membership is approved and for which category of membership, which membership shall commence on entry into the Register in accordance with clause 5.2(g).

- (e) The Board may delegate its authority under clauses 5.2(c) and 5.2(d) to the Executive Officer and/or such other person or persons as it sees fit.
- (f) If the Board does not approve an application for membership, the Executive Officer shall, as soon as practicable, notify the applicant in writing that the application has not been approved. The Board shall not be required to give reasons for its decision.
- (g) If the application for membership is approved and the relevant subscriptions and fees paid, the Executive Officer shall enter the applicant's name, category of membership and other required details in the Register, and upon the name of the applicant being so entered the applicant becomes a Member.
- (h) A Member in any category who gains qualifications or experience which meets the criteria of any other category may apply to the Board to change categories and upon payment of any additional fee or subscription may be admitted by the Board into another category of membership.
- (i) A Member in any category who ceases to hold the requirements of the criteria for that category but who holds qualifications or experience which meet the criteria of any other category may apply to the Board to change categories and upon payment of any additional fee or subscription may be admitted by the Board into another category of membership.
- (j) No application for new membership shall be approved from the time of issuing any notice convening a General Meeting until after the conclusion of the Meeting.

### **5.3 Effect of Membership**

- (a) In the application for membership the person applying must acknowledge and agree that if the application is successful:
  - (i) the Member is bound by this Constitution and the Policies (including Policies specific to the relevant category of Membership) and that the Constitution and any Policies constitute a contract between each of the Member and the Company;
  - (ii) he or she will comply with and observe this Constitution and any Policies which may be made or passed by the Company or the Board;
  - (iii) by submitting to this Constitution and any Policies he or she will be subject to the jurisdiction of the Company;

- (iv) the Constitution and the Policies are necessary and reasonable for promoting the Company's purposes;
- (v) he or she will be entitled to all benefits, advantages, privileges and services of membership.

#### **5.4 General**

- (a) No Member whose membership ceases has any claim against the Company or the Directors for damages or otherwise arising from cessation or termination of Membership or any claim upon the property of the Company including intellectual property rights.
- (b) Membership is personal to each Member. No Member shall, or purport to, assign the rights comprising or associated with Membership to any other person and any attempt to do so shall be void.

#### **5.5 Limited Liability**

Members have no liability in that capacity except as set out in clause 25.1.

#### **5.6 Cessation**

A person ceases to be a Member on:

- (a) resignation;
- (b) death;
- (c) the termination of their membership according to this Constitution or the Policies;
- (d) without limiting the foregoing, that Member no longer meeting the requirements for membership according to clause 5.1.

#### **5.7 Resignation**

For the purposes of clause 5.6(a), a Member may resign as a member of the Company by giving 14 days written notice to the Executive Officer but the Member remains liable for all subscriptions and other fees or amounts due to the date upon which the resignation becomes effective.

#### **5.8 Life Members**

A person who has rendered long and exemplary service to the Company may be appointed a Life Member of the Company by the Board.

#### **5.9 Awards for Outstanding Service**

A person who has rendered outstanding service to the Company may, be given an award on such terms as the Board thinks fit for that outstanding service to the Company. The Board may make a Policy under Section 18 to set criteria for and/or to govern this process.

## **6. Standards and Discipline of Members**

### **6.1 Jurisdiction**

All Members will be subject to, and submit unreservedly to, the jurisdiction, procedures, penalties and appeal mechanisms of the Company whether under this Constitution or under the Policies made by the Board.

### **6.2 Breach of Discipline by Member**

A Member shall not:

- (a) be in breach of, fail, refuse or neglect to comply with a provision in this Constitution or any Policies;
- (b) act in a manner unbecoming of a Member or prejudicial to the Objects and interests of the Company;
- (c) bring the Company into disrepute;
- (d) cease to be a fit and proper person eligible for Membership of the Company;
- (e) treat all staff, contractors and representatives of the Company with other than respect and courtesy.

### **6.3 Report of disciplinary matter**

- (a) A Member, Director or any other person in this clause called the complainant may give written notice of a complaint relating to the conduct or otherwise of a Member to the President (or if the President unavailable to the Executive Officer), or if the complaint relates to the conduct of the President, to the Executive Officer.
- (b) The President or Executive Officer shall as soon as practicable, but within 14 days, forward written details of the complaint to the Chair of the Disciplinary Committee.

### **6.4 Disciplinary Committee**

- (a) The Board shall appoint from time to time a Disciplinary Committee comprising at least 3 persons, which persons shall not be Directors, to hear or determine



any complaint referred to it and one of those persons will be nominated as the Chair of the Committee.

- (b) Members of the Disciplinary Committee may be appointed at any time including after receipt of a complaint.
- (c) If any member of the Disciplinary Committee is disqualified by conflict of interest then the Board may appoint another person in his or her place.
- (d) The members of the Disciplinary Committee may but need not necessarily be Members of the Company.

#### **6.5 Consideration of complaint**

- (a) The Disciplinary Committee shall, as soon as reasonably practicable after receiving a notice under clause 6.3(b), be convened by the Chair of the Disciplinary Committee to review the matter and shall determine whether:
  - (i) the matter should be dismissed because there has been no relevant breach of discipline or the matter is trifling or vexatious; or
  - (ii) there are reasonable grounds to believe that there may have been a breach of clause 6.2 and accordingly the matter warrants review and determination in accordance with the principles of natural justice.
- (b) If the Disciplinary Committee determines the complaint should be dismissed under clause 6.5(a)(ii) it shall, as soon as reasonably practicable, give written notice of such dismissal to the complainant.
- (c) If the Disciplinary Committee determines the matter warrants further review under clause 6.5(a)(ii) it shall, as soon as reasonably practicable, serve a notice in writing on the Member:
  - (i) setting out the grounds on which there may have been a breach of clause 6.2;
  - (ii) stating that the Member (personally or by his or her representative) may address the Disciplinary Committee at a hearing to be held not earlier than 21 days and not later than 35 days after service of the notice;
  - (iii) stating the date, place and time of that hearing (which hearing may be held by teleconference or similar medium);
  - (iv) informing the Member that the Member may do one or both of the following:

- (A) attend or participate in that hearing and make submissions personally or by his or her representative; or
- (B) give Disciplinary Committee, before the date of that hearing, a written statement setting out relevant information surrounding the complaint, and (if appropriate) seeking dismissal of the complaint.

**6.6 No grievance procedure to be initiated**

A Member who is the subject of a complaint must not initiate a grievance procedure under clause 7 in relation to the matter which is the subject of the complaint until the matter has been resolved by the Disciplinary Committee under clause 6.9 and, if applicable, any appeal under clause 6.12 has been heard and resolved by the Board.

**6.7 Preliminary Directions and Adjournment**

The Chair of the Disciplinary Committee may prior to the proposed hearing before the Disciplinary Committee give to all parties preliminary directions relating to the conduct of the proposed hearing and may, at the request of the Member, adjourn the proposed hearing from the date and time specified in the Notice given under clause 6.5(c) to another date and time convenient to the Member and to the Disciplinary Committee.

**6.8 Meeting of Disciplinary Committee**

The Disciplinary Committee may conduct the hearing convened in accordance with clause 6.5(c) in such manner as it sees fit, but shall:

- (a) give to the Member every opportunity to be heard either orally or in writing;
- (b) give due consideration to any oral submission or written statement submitted by the Member;
- (c) allow the Member to have a representative including a legal practitioner; and
- (d) by resolution determine whether to dismiss or uphold the complaint;

and may:

- (e) request and/or require the complainant or any other witness to attend the hearing and/or provide (wherever practicable, in writing) such evidence as is available.

**6.9 Disciplinary Committee resolution**

The Disciplinary Committee may, having had regard to any submission or evidence of the Member, by resolution:

- (a) expel a Member from the Company;
- (b) suspend a Member from Membership of the Company for a specified period;
- (c) fine a Member an amount not exceeding \$1,000.00 which is payable to the Company in such time as the Disciplinary Committee may determine;
- (d) give such warning or reprimand as is appropriate;
- (e) suspend any penalty imposed for a period of time which penalty may then be waived if the Member commits no further breach of discipline; or
- (f) take such other action as it deems reasonable in all the circumstances,

if the Disciplinary Committee determines that the Member has committed a breach of discipline contrary to clause 6.1 above and shall notify the Member in writing at the address set out in the Register within 7 days of the resolution of the Disciplinary Committee.

#### **6.10 Effect of resolution**

If the Member exercises a right of appeal to the Board under this clause 6, a resolution of the Disciplinary Committee under clause 6.9 takes effect until and unless the Board revokes the determination in accordance with this clause.

#### **6.11 Notice of appeal to the Board**

A Member may, within 7 days of notice of an adverse finding being given under clause 6.9, appeal the decision of the Disciplinary Committee, by forwarding notice in writing to the Executive Officer, indicating that the Member wishes to appeal and setting out the grounds on which the Member appeals. Where the Executive Officer receives a notice under this clause 6 indicating the Member wishes to appeal to the Board, the Board shall convene a meeting in accordance with these clauses, to be held within 28 days of the date on which the Executive Officer received such notice.

#### **6.12 Proceedings of Board Meeting on Hearing Appeal**

At a Board Meeting convened under clause 6.11:

- (a) no business other than the question of the appeal shall be transacted;
- (b) the Disciplinary Committee may place before the meeting details of the grounds for the resolution and the reasons for the passing of the resolution;
- (c) the Member, and the complainant, or through their representatives shall be given every opportunity to be heard; and

- (d) the Directors present shall, following consideration of the matter, vote by secret ballot on the question of whether the resolution should be confirmed or revoked.

#### **6.13 Decision of Board**

At a Board meeting convened under clause 6.11, the Board shall either:

- (a) pass a resolution confirming the resolution of the Disciplinary Committee under clause 6.9; or
- (b) pass a resolution that the resolution of the Disciplinary Committee be revoked immediately or be varied to impose a different penalty or suspend the penalty for such period as the Board thinks fit.

Decisions of the Board will be binding upon the Company and the Member.

## **7. Grievance Procedure**

### **7.1 Notice of Dispute**

- (a) Any Member or Director may give written notice of a dispute under these clauses (not being a complaint of a disciplinary matter within the meaning of clause 6.2) between:

- (i) Members; or
- (ii) a Member or Members and the Board;

to the President, or if the President is unavailable or the dispute relates to the President, to the Executive Officer.

- (b) The President or Executive Officer shall, as soon as practicable, but within 14 days, forward written details of the dispute to all parties to the dispute, requiring the parties to meet to discuss and attempt to resolve the dispute in good faith, within 14 days of the notice of dispute being forwarded to all parties or such other time as the parties agree.
- (c) If requested by any one or more parties to the dispute, the President or Executive Officer shall act to facilitate the arrangements of the meeting referred to in clause 7.1(b).

### **7.2 Dispute referred to mediation**

If the parties are unable to resolve the dispute at the meeting referred to in clause 7.1(b) or if any party fails to attend that meeting, or the meeting does not occur, then,

unless all parties agree to continue attempts to resolve the dispute in good faith, the parties shall proceed to mediate the dispute in accordance with this clause 7.

### 7.3 **Appointment of mediator**

If the matter proceeds to mediation in accordance with clause 7.2, an independent mediator (who may be a Member or associated with a Member) shall be appointed to mediate the dispute within 14 days of the meeting (or the time for the meeting) referred to in clause 7.1(b), which mediator shall be:

- (a) a person having knowledge and expertise in relation to mediation; and
- (b) a person agreed by the parties; or
- (c) in the absence of agreement:
  - (i) in the case of a dispute between Members, a Director appointed by the President; or
  - (ii) in the case of a dispute between a Member and the Board, a mediator appointed by such independent mediation service as is determined to be appropriate by the President.

### 7.4 **Mediation procedure**

- (a) The mediation shall be administered by the mediator. In particular, the mediator shall have control of the timetable for the undertaking of the mediation, and if practicable the mediation shall be completed within 30 days of the appointment of the mediator.
- (b) The mediator shall conduct the mediation in accordance with current and established principles of mediation, and shall:
  - (i) give to the parties every opportunity to be heard;
  - (ii) allow due consideration by all parties of any written statement submitted by any party;
  - (iii) allow each of the parties to appoint any person to act on their behalf in respect of the mediation; and
  - (iv) otherwise ensure natural justice is accorded to the parties to the dispute throughout the mediation process.
- (c) The costs of the mediation including any fees payable to the mediator, shall be equally borne by the parties.

- (d) The parties to the dispute shall, in good faith, attempt to settle the dispute by mediation. No determination of the dispute shall be made by the mediator.
- (e) If the dispute referred to mediation in accordance with clause 7.2 is not resolved, there shall be no further right of complaint or appeal under these clauses, but the parties may seek other means of resolving the dispute in accordance with law.

## **8. Register of Members**

### **8.1 Register of Members**

The Executive Officer must keep a Register of Members in accordance with the Corporations Act which contains:

- (a) the name and address and other contact details including telephone number, facsimile number and electronic mail address, if so provided, of each Member and the category of Membership of each Member;
- (b) the date upon which each Member was admitted to Membership of the Company and if the category of the Membership changed, the date of change of category;
- (c) the subscriptions payable and paid by the Member; and
- (d) if applicable, the date of and reasons for termination of membership.

### **8.2 Inspection and copying**

The Register of Members is available for inspection and copying free of charge by any Member but such Member may not use the information for any commercial purpose.

## **9. Fees and Subscriptions**

### **9.1 Directors to determine fees and subscriptions**

The Directors may determine from time to time:

- (a) the amount (if any) payable by an applicant for Membership;
- (b) the amount of the annual Subscription fee payable by each Member (including a reduced fee for part of a subscription year for any person who is admitted to Membership during a subscription year);

- (c) any other amount to be paid by each Member whether of a recurrent or any other nature including any levy which may be imposed upon Members generally or upon any category of Member for a special purpose; and
- (d) the payment method and the due date for payment.

## 9.2 **Payment of fees and subscriptions**

Each Member must pay to the Company the amounts determined under clause 9.1.

## 9.3 **Non-Payment of Fees**

Subject to clause 9.4(a), the right of a Member to attend and vote at a General Meeting is suspended while the payment of any subscription or other amount determined under clause 9.1 is in arrears greater than 30 days.

## 9.4 **Deferral or reduction of Subscriptions**

- (a) The Directors may defer the obligations of a Member to pay a Subscription or other amount, or reduce (including to zero) the subscription or other amount payable by a Member, if the Directors are satisfied that:
  - (i) there are reasonable grounds for doing so;
  - (ii) the Company will not be materially disadvantaged as a result; and
  - (iii) the Member agrees to pay the deferred or (if greater than zero) the reduced Subscription or other amount within a time fixed by the Directors.
- (b) If the Directors defer or reduce a Subscription or other amount payable by a Member under this clause 9.4, that Member will retain their rights to attend and vote at a General Meeting, unless otherwise specified by the Directors.

# 10. **General Meetings**

## 10.1 **Annual General Meeting**

Annual General Meetings of the Company are to be held:

- (a) according to the Corporation Act; and
- (b) at a date and venue determined by the Directors.

## 10.2 **Power to convene General Meeting**

- (a) The Directors may convene a General Meeting when they think fit and must do so if required by the Corporations Act.

- (b) Twenty Voting Members may request the Company to convene a General Meeting to consider and vote on a resolution proposed by those Members by giving a request in writing to the Executive Officer signed by the Members making the request.
- (c) Separate copies of the document setting out the request may be used for signing by Members if the wording of the request is identical in each copy.
- (d) If a request is given to the Executive Officer as per clause 10.2(b), the Board must convene a General Meeting to be held within 2 months of receiving the request for the purpose of considering and voting on the resolution contained in the request.
- (e) If within 1 month of the date of the request the Board fails to convene a General Meeting to be held within 2 months of the date of the request, the Members who signed the request may convene a General Meeting of Members to consider and vote on the resolution.

### **10.3 Notice of a General Meeting**

- (a) Notice of a General Meeting of Members must be given:
  - (i) to all members entitled to attend the General Meeting, the Directors, and the auditor of the Company; and
  - (ii) in accordance with clause 23 and the Corporations Act.
- (b) At least 45 days prior to the proposed date of the Annual General Meeting, the Executive Officer will request from Members who have the right to attend and vote at the meeting, notices of motions, which must be received no less than 28 days prior to the Annual General Meeting.
- (c) At least 21 days' notice of the time and place or places of a General Meeting must be given, together with:
  - (i) all information required to be included in accordance with the Corporations Act;
  - (ii) in the case of a proposed Special Resolution, the intention to propose the Special Resolution and the terms of the proposed Special Resolution;
  - (iii) where applicable, any notice of motion received from any Member, who have the right to attend and vote at the meeting, or any Director in accordance with the Corporations Act;



- (iv) if the meeting is to be held in two or more places, the technology that will be used to hold the meeting in that manner.

#### **10.4 No other business**

No business other than that stated in the notice of meeting may be transacted at a General Meeting.

#### **10.5 Cancellation or postponement of General Meeting**

Where a General Meeting (including an Annual General Meeting) is convened by the Directors they may, if they think fit, cancel the meeting or postpone the meeting to a date and time they determine. This clause does not apply to a General Meeting convened by:

- (a) Members according to the Corporations Act or this Constitution;
- (b) the Directors at the request of Members; or
- (c) a court.

#### **10.6 Written notice of cancellation or postponement of General Meeting**

Notice of the cancellation or postponement of a General Meeting must state the reasons for doing so and be given to:

- (a) each Member entitled to attend the General Meeting; and
- (b) each other person entitled to notice of a General Meeting under the Corporations Act or this Constitution.

#### **10.7 Contents of notice postponing General Meeting**

A notice postponing a General Meeting must specify:

- (a) the new date and time for the meeting;
- (b) the place where the meeting is to be held, which may be either the same as, or different, to the place specified in the notice originally convening the meeting; and
- (c) if the meeting is to be held in two or more places, the technology that will be used to hold the meeting in that manner.

#### **10.8 Number of days for postponement of General Meeting**

The number of days from the giving of a notice postponing a General Meeting to the date specified in that notice for the postponed meeting must not be less than the

number of days' notice of that General Meeting is required to be given by clause 10.3(c) or the Corporations Act.

#### **10.9 Business at postponed General Meeting**

The only business that may be transacted at a postponed General Meeting is the business specified in the notice originally convening the meeting.

#### **10.10 Representative, proxy or attorney at postponed General Meeting**

Where:

- (a) by the terms of an instrument appointing a Representative, a proxy or attorney that appointed person is authorised to attend and vote at a General Meeting on behalf of the appointing Member to be held on a specified date or at a General Meeting or General Meetings to be held on or before a specified date; and
- (b) the date for the meeting is postponed to a date later than the date specified in the instrument,

then that later date is substituted for the date specified in the instrument appointing that appointed person, unless the appointing Member notifies the Company in writing to the contrary at least 48 hours before the time at which the postponed meeting is to be held.

#### **10.11 Non-receipt of notice**

The non-receipt of a notice convening, cancelling or postponing a General Meeting, or the accidental omission to give a notice of that kind to, a person entitled to receive it, does not invalidate any resolution passed at the General Meeting or at a postponed meeting or the cancellation or postponement of the meeting.

#### **10.12 Appointed Representative**

In accordance with the Corporations Act, each Voting Member is entitled to appoint an individual as their Representative to attend General Meetings, provided that the Voting Member has not appointed a proxy under clause 10.13 and to exercise the powers of the Voting Member in relation to a General Meeting or resolutions passed without meetings.

#### **10.13 Right to appoint proxy**

- (a) A Voting Member entitled to attend a General Meeting of the Company is entitled to appoint a person as their proxy to attend the meeting in their place in accordance with the Corporations Act.

- (b) A proxy may be revoked by the appointing Member at any time by notice in writing to the Company.

#### **10.14 Form of proxy**

The instrument appointing a proxy may be in a form determined by the Directors from time to time provided it complies with the requirements under the Corporations Act which proxy instrument will be sent out with the Notice of Meeting.

#### **10.15 Attorney of Member**

A Member may appoint an attorney to act on the Member's behalf at all or any meetings of the Company.

#### **10.16 Lodgement of proxy or attorney documents**

- (a) A proxy or attorney of a Voting Member may vote at a General Meeting or adjourned or postponed meeting (as the case may be) only if the instrument appointing the proxy or attorney, and the original or a certified copy of the power of attorney or other authority (if any) under which the instrument is signed, are received by the Company:
  - (i) at the office or the electronic address specified for that purpose in the notice of meeting; and
  - (ii) at least 48 hours before the scheduled commencement time for the meeting or adjourned or postponed meeting (as the case maybe) at which the person named in the instrument proposes to vote. The scheduled commencement time is as specified in the notice of meeting.
- (b) An undated proxy is taken to be dated on the day that it is received by the Company.

#### **10.17 Authority given by appointment**

- (a) Unless the terms of the appointment specify to the contrary, an appointment by a Voting Member confers authority on a proxy or attorney:
  - (i) to agree to a General Meeting being convened by shorter notice than is required by the Corporations Act or by this Constitution;
  - (ii) to speak to any proposed resolution; and
  - (iii) to demand or join in demanding a poll on any resolution.
- (b) Unless the terms of the appointment specify to the contrary, even if the instrument of appointment refers to specific resolutions and directs the proxy

or attorney on how to vote on those resolutions, the appointment is taken to confer authority:

- (i) to vote on any amendment moved to the proposed resolutions and on any motion that the proposed resolutions not be put or any similar motion;
  - (ii) to vote on any procedural motion; and
  - (iii) to act generally at the meeting.
- (c) Unless the terms of the appointment specify to the contrary, if the instrument of appointment refers to a specific meeting to be held at a specified time or venue and modes and the meeting is postponed or adjourned or changed to another venue or mode, then the appointment confers authority to vote:
- (i) at the postponed or adjourned meeting; or
  - (ii) at the new venue.
- (d) An appointment of a proxy may be a standing proxy – that is, the appointment under the proxy remains valid until it is revoked by the Voting Member that made the appointment.
- (e) The instrument appointing a proxy may provide for the Chair to act as proxy in the absence of any other appointment or if the person or persons nominated fails or fail to attend the meeting.
- (f) The instrument appointing a proxy may direct the manner in which the proxy is to vote in respect of a particular resolution.
- (g) If a proxy is appointed to vote on a particular resolution by more than one Voting Member and the instruments appointing the proxy directs the proxy to vote on the resolution in different ways, then the proxy must not vote on a show of hands taken on the resolution.

## **11. Proceedings at General Meeting**

### **11.1 Number of quorum**

The number of Voting Members who must be present in person, by telecommunications technology or by proxy for a quorum to exist at a General Meeting is twenty.

### **11.2 Requirement for a quorum**

An item of business may not be transacted at a General Meeting unless a quorum is present at the commencement of, and remains throughout, the General Meeting.

### **11.3 Quorum and time**

If, within 30 minutes after the time appointed for a General Meeting, a quorum is not present, the meeting:

- (a) if convened by, or on requisition of, Members, is dissolved; and
- (b) in any other case stands adjourned to such other day, time and place as the Chair determines.

### **11.4 Adjourned meeting**

If a quorum is not present within 30 minutes after the time appointed for the adjourned meeting, those Members then present in person, by telecommunication technology or by proxy shall constitute a quorum.

### **11.5 Chair to preside over General Meetings**

The President will preside as Chair of any General Meeting or in his or her absence the President-Elect or if both are absent or unwilling to act as the Chair at a meeting of the Company, then any Director present chosen by a majority of the Directors present or in the absence of all Directors any Member present may be elected as the Chair of the meeting;

### **11.6 Conduct of General Meetings**

- (a) The Chair of the General Meeting:
  - (i) has charge of the general conduct of the meeting and of the procedures to be adopted;
  - (ii) may require the adoption of any procedure which in his or her opinion is necessary or desirable for proper and orderly debate or discussion or the proper and orderly casting or recording of votes; and
  - (iii) may, having regard where necessary to the Corporations Act, terminate discussion or debate on any matter whenever the Chair considers it necessary or desirable for the proper conduct of the meeting.
- (b) A decision by the Chair under this clause 11.6 is final.

### **11.7 Adjournment of General Meeting**

- (a) The Chair may, with the consent of any meeting at which a quorum is present, and must if so directed by the meeting, adjourn the meeting or any business,

motion, question, resolution, debate or discussion being considered or remaining to be considered by the meeting.

- (b) The adjournment may be either to a later time at the same meeting or to an adjourned meeting at any time and place agreed by vote of the Voting Members present.
- (c) Only unfinished business is to be transacted at a meeting resumed after an adjournment.

#### **11.8 Notice of adjourned meeting**

- (a) It is not necessary to give any notice of an adjournment or of the business to be transacted at any adjourned meeting unless a meeting is adjourned for 30 days or more.
- (b) Where a meeting is adjourned for 30 days or more, at least the same period of notice as was originally required for the meeting must be given for the adjourned meeting.

#### **11.9 Questions decided by majority**

Subject to the requirements of the Corporations Act and except in the case of a Special Resolution, a resolution is carried if a simple majority of the votes cast on the resolution are in favour of it.

#### **11.10 Equality of votes**

Where an equal number of votes are cast in favour of and against the resolution, the Chair may not exercise a second and casting vote in addition to the Chair's deliberative vote and the resolution is lost.

#### **11.11 Declaration of results**

- (a) At any General Meeting a resolution put to the vote of the meeting must be decided on a show of hands unless a poll is properly demanded and the demand is not withdrawn.
- (b) A declaration by the Chair that a resolution has on a show of hands been lost or carried or lost or carried unanimously, or by a particular majority and an entry to that effect in the minutes of the meetings of the Company, is conclusive evidence of the fact.
- (c) Neither the Chair nor the minutes need state, and it is not necessary to prove, the number or proportion of the votes recorded for or against the resolution.

#### **11.12 Poll**

- (a) If a poll is properly demanded in accordance with the Corporations Act or by the Chair of the meeting, it must be taken in the manner and at the date and time directed by the Chair, and the result of the poll is the resolution of the meeting at which the poll was demanded.
- (b) A poll demanded on the election of a Chair or on a question of adjournment must be taken immediately.
- (c) A demand for a poll may be withdrawn.
- (d) A demand for a poll does not prevent the General Meeting continuing for the transaction of any business other than the question on which the poll was demanded.

#### **11.13 Objection to voting qualification**

- (a) An objection to the right of a person to attend or vote at a General Meeting (including an adjourned meeting):
  - (i) may not be raised except at that meeting; and
  - (ii) must be referred to the Chair, whose decision is final.
- (b) A vote not disallowed under the objection, is valid for all purposes.

#### **11.14 Chair to determine any poll dispute**

If there is a dispute about the admission or rejection of a vote, the Chair must decide it and the Chair's decision made is final.

#### **11.15 Telecommunication Meetings of Members**

- (a) A General Meeting may be held by technology as a Telecommunication Meeting, provided that:
  - (i) the number of Voting Members participating is not less than a quorum required for a General Meeting (as applicable); and
  - (ii) the meeting is convened and held in accordance with the Corporations Act and this Constitution.
- (b) All provisions of this Constitution relating to a meeting apply to Telecommunication Meeting in so far as they are not inconsistent with the provisions of this clause 11.15.

#### **11.16 Conduct of Telecommunication Meeting**

The following provisions apply to a Telecommunication Meeting of the Members:

- (a) all persons participating in the meeting must be linked by telephone, audio-visual or other instantaneous means for the purpose of the meeting;
- (b) each of the persons taking part in the meeting must be able to hear and be heard by each of the other persons taking part at the commencement of the meeting and each person so taking part is deemed for the purposes of this Constitution to be present at the meeting.

## 12. Directors

### 12.1 The Board and number of Directors

- (a) The Board of Directors will comprise:
  - (i) the President;
  - (ii) not less than five (5) nor more than seven (7) other Elected Directors;
  - (iii) not more than 4 Appointed Directors.
- (b) Subject to clause 12.1(a), in addition to the President not more than seven (7) directors are to be elected by the members (**Elected Directors**), and not more than four (4) Directors are to be appointed under clause 12.10 (**Appointed Directors**).
- (c) The Voting Members may by ordinary resolution at a General Meeting increase or decrease the minimum or maximum number of Elected Directors provided that the minimum number must not fall below five (5) Elected Directors.
- (d) Where the number of Elected Directors is varied by the Voting Members, then the Board will determine any issues concerning rotation subject to clause 12.5.
- (e) Not more than two (2) Elected Directors (excluding the President) who reside in the one State are eligible to be elected.
- (f) All Elected Directors shall ordinarily reside in Australia.
- (g) The appointment of the Interim Directors and the procedure for election of the First Elected Directors and First Appointed Directors shall be as set out in the Transitional Provisions.

### 12.2 Transitional Provisions



In relation to the election and appointment of Directors at and from the commencement of this Constitution, the Transitional Provisions will be in force until such time as they have no effect.

### 12.3 **Eligibility**

An Elected Director must be a Member of the Company, but cannot be an employee of the Company.

### 12.4 **President, President-Elect and Company Secretary and Treasurer**

- (a) At the expiration of the term of a President, the President-Elect assume the office of President and will hold office for a term expiring at the conclusion of the Second Annual General Meeting following the assumption of that role. At the expiration of the term of office, the President will be entitled to stand for re-election as a Director or appointment as an Appointed Director.
- (b) The President-Elect will be appointed by the Board from amongst the Elected Directors which appointment will be made at the first Board meeting after the first Annual General Meeting during the term of the President.
- (c) The provisions concerning the term of office of any Director will cease to apply to the person appointed as President-Elect.
- (d) The Company Secretary, who may also be Treasurer, will be appointed by the Board, and may be from amongst the Directors, which appointment will be made at the first Board meeting after the Annual General Meeting and the term of office will expire at the commencement of the first Board meeting following the next Annual General Meeting but the incumbent shall be eligible for reappointment to that position.
- (e) The Treasurer, if not the same person as the Company Secretary, will be appointed by the Board, and may be from amongst the Directors, which appointment will be made at the first Board meeting after the Annual General Meeting and the term of office will expire at the commencement of the first Board meeting following the next Annual General Meeting but the incumbent shall be eligible for reappointment to that position.
- (f) A person holding the position of President, or President-Elect cease to hold that position if his or her office as a Director is vacated in accordance with this Constitution.

- (g) If, for any reason, the President-Elect is unable to take up the position of President at the time referred to above, or if no Director is willing to accept appointment as President-Elect, the President will remain in office until such time as the Board may appoint another Elected Director as President.
- (h) If the office of President is vacated prior to the expiration of the term, the President-Elect will assume the role of President for the remainder of the current term of office of the President, and will continue for the subsequent term as President as if he or she assumed that role as provided in clause 12.4(a).
- (i) If the office of President-Elect becomes vacant, the Board may appoint another Elected Director as President-Elect.
- (j) The Board may from time to time determine the roles or tasks of the President, the President-Elect and the Treasurer.

#### **12.5 Term of office of Directors generally**

Subject to clauses 12.1, 12.2, 12.4, 12.9, 12.12 and 12.13 an Elected Director will hold office for a term expiring at the end of the Annual General Meeting second occurring after the Annual General Meeting at which the Elected Director was elected but, subject to the requirement of this Constitution, including clause 12.1, is eligible for re-election, provided that an Elected Director will cease to hold office if his or her office becomes vacant pursuant to clauses 12.3 and 12.4.

#### **12.6 Elected Director elected at General Meeting**

- (a) Where at an Annual General Meeting:
  - (i) an Elected Director is to retire; or
  - (ii) at the commencement of which there is a vacancy in the office of an Elected Director,there will be a vote of the Voting Members conducted in accordance with clause 12.8 to fill the vacancy.
- (b) Subject to clauses 12.1 and 12.12, an Elected Director under this clause 12.6 takes office at the end of the Annual General Meeting at which he or she is declared elected.

#### **12.7 Nomination for election**

- (a) By not later than 31 July each year, the Board must appoint a date and time by which nominations for Directors and notice of any business to be brought

forward at the Annual General Meeting are to be delivered to the Executive Officer.

- (b) The Executive Officer must provide notice to Members as soon as reasonably practicable of the date and time at which nominations close or notice of business is to be provided.
- (c) At least 45 days prior to the proposed date of the Annual General Meeting at which a resolution or resolutions will be proposed to fill a vacancy in an Elected Director position, the Executive Officer will request from Members nominations (which comply with this clause 12.6) for elections to positions falling vacant, which must be received no less than 28 days prior to the Annual General Meeting.
- (d) Any Member may nominate himself or herself to fill a vacancy in an Elected Director position that is to be the subject of an election at the next Annual General Meeting.
- (e) A nomination for election as an Elected Director must:
  - (i) be in the form required by the Directors or this Constitution;
  - (ii) be signed as a form of consent by the nominee who must be a financial Member of the Company at the time of nomination;
  - (iii) be given to the Executive Officer before the due date and time for closing of nominations.

## 12.8 Election of Directors

- (a) Elections for Elected Directors shall be by ballot in accordance with this clause 12.8 prior to the relevant Annual General Meeting such that the result of the election will be declared at the Annual General Meeting.
- (b) The ballot for an election to fill one or more Elected Director positions will be conducted in accordance with the following procedure:
  - (i) the Board will appoint a person or persons who are not candidates for election as the Returning Officer/s;
  - (ii) if at the close of nominations the number of nominees is equal to or less than the number of positions to be filled, then no election is to take place and those eligible nominees will be taken to be elected to fill one or more of the Elected Director positions;

- (iii) if at the close of nominations there are more nominees than the number of positions to be filled, a ballot will be conducted electronically and the nominee/s who receives the highest number of votes will be elected to fill the Elected Director positions;
- (iv) the Returning Officer/s must, not less than 21 days before the date fixed for the Annual General Meeting arrange to give to each Member who is eligible to vote at the election the following:
  - (A) the names of the nominated candidates for election;
  - (B) instructions including the number of candidates to be elected, the method of voting, the closing date and time by which votes must be lodged and any other materials relevant to the election;
- (v) at the conclusion of the election the Returning Officer/s is to ensure that the election is conducted in a manner that the integrity of the process is not compromised, determine the number of votes for each candidate and certify to the Chair at the Annual General Meeting the validity of the process and the number of votes recorded by each candidate;
- (vi) at the Annual General Meeting the Chair will declare the results of the election and announce which candidates have been elected to fill the Elected Director positions. If two or more eligible nominees get the same number of votes and at the relevant time there is only one Elected Director position to be filled, the result will be decided by drawing a lot.

#### **12.9 Casual vacancy in ranks of Elected Directors**

- (a) The Board may at any time appoint a person to fill a casual vacancy (as caused pursuant to clause 12.13) in the rank of the Directors.
- (b) A person appointed under clause 12.9(a) holds office for the balance of the term of the Director whom the person has replaced at which time they can offer themselves for re-election or in the case of an Appointed Director they can offer themselves for re-appointment by the Directors.

#### **12.10 Appointed Directors**

- (a) In addition to the Elected Directors, the Elected Directors may themselves appoint up to four (4) persons to be Directors, who because of their background, experience, special or technical skills or business acumen will

enhance the ability of the Board to better discharge its role, duties and responsibilities, which persons will be known as the Appointed Directors.

- (b) If none of the Elected Directors is a member of the College of Juran Medallists, a member of the College should be appointed as an Appointed Director.
- (c) The First Appointed Directors as set out in the Transitional Provisions will be appointed by the Directors in accordance with the criteria determined by the Directors.
- (d) Subject to clauses 12.1 and 12.12, an Appointed Director holds office for a term specified in the appointment and expiring no later than the conclusion of the Second Annual General Meeting after the appointment and the appointment will be on such other terms as the Elected Directors may determine.
- (e) A person may only serve three (3) terms as an Appointed Director but, subject to clause 12.1(a) and any other requirements of this Constitution, are otherwise eligible to be elected to an Elected Director position if they meet the eligibility criteria outlined in clause 12.3.
- (f) The Elected Directors may at any time appoint a person to fill a casual vacancy (as defined in clause 12.9) in the rank of the Appointed Directors for the unexpired term of the retiring Appointed Director and to ensure the continuity of the rotation of Appointed Directors.

#### **12.11 Remuneration of Directors**

- (a) Subject to clause 12.13, a Director may be paid for services as a Director provided the following conditions are satisfied:
  - (i) disclose to Members in the financial statements as required by Section 202B of the Corporations Act proposed remuneration to be paid to any Director;
  - (ii) provide to Members with the financial statements the recommendations of an external report commissioned by the Directors into board remuneration which shall be conducted by suitably qualified person or organisation;
  - (iii) a resolution is approved by the Members in General Meeting; and
  - (iv) such payment complies with the Corporations Act.

- (b) Directors of the Company may also, with the approval of the Directors, and subject to the Corporations Act be paid or reimbursed as the case may be, by the Company for:
  - (i) services rendered to it other than as a Director; and
  - (ii) their reasonable travelling, accommodation and other expenses when:
    - (A) travelling to or from meetings of the Directors, a Committee of the Company; or
    - (B) otherwise engaged in the affairs of the Company.

#### 12.12 Removal of Director

- (a) Subject to the provisions of the Corporation Act, the Company may in General Meeting by ordinary resolution remove any Director prior to the expiration of that Director's term of office.
- (b) Unless otherwise resolved at a General Meeting, a Director removed in accordance with clause 12.12(a) cannot be re-elected or re-appointed as a Director within three (3) years of their removal.

#### 12.13 Vacation of Office

The office of a Director becomes vacant in accordance with the Corporations Act and also if the Director:

- (a) is removed in accordance with clause 12.12;
- (b) becomes of unsound mind or a person whose person or estate is liable to be dealt with in any way under a law relating to mental health;
- (c) resigns from office by notice in writing to the Company;
- (d) accepts appointment to, or becomes the holder of, an employed position within the Company and does not resign from that position within 30 days;
- (e) is not present at three (3) consecutive Directors' meetings without leave of absence from the Directors; or
- (f) is directly or indirectly interested in any contract or proposed contract with the Company and fails to declare the nature of the interest as required by the Corporations Act;
- (g) in the case of an Elected Director, ceases to be a Member of the Company.

#### 12.14 **Alternate Director**

A Director cannot appoint an alternate.

### **13. Powers and Duties of Board of Directors**

#### 13.1 **Board of Directors to manage the Company**

The Board is to manage the Company's business and may exercise those of the Company's powers that are not required, by the Corporations Act or by this Constitution, to be exercised by the Company in General Meeting.

#### 13.2 **Specific powers of Board of Directors**

Without limiting clause 13.1, the Board may exercise all the Company's powers to borrow or raise money, to charge any property or business or give any other security for a debt, liability or obligation of the Company or of the other person and in all cases to do all things necessary in pursuance of the Company's Objects.

#### 13.3 **Time, etc**

Subject to the Corporations Act, where this Constitution requires that something be done by a particular time, or within a particular period, or that an event is to occur or a circumstances is to change on or by a particular date, the Board may at its absolute discretion extend that time, period or date as it thinks fit.

#### 13.4 **Appointment of attorney**

The Board may appoint any person to be the Company's attorney for the purposes, with the powers, authorities and discretions, for the period and subject to the conditions it thinks fit.

#### 13.5 **Provisions in power of attorney**

A power of attorney granted under clause 13.4 may contain any provisions for the protection and convenience of persons dealing with the attorney that the Board thinks fit and may also authorise the attorney to delegate (including by way of appointment of a substitute attorney) all or any of the powers, authorities and discretions of the attorney.

#### 13.6 **Delegation of powers**

- (a) Without limiting clause 16.4 the Board may, by resolution or by power of attorney, delegate any of its powers to the Executive Officer or any employee of the Company or any other person as it thinks fit.

- (b) Any delegation by the Board of its powers:
  - (i) must specify the powers delegated, any restrictions on, and conditions attaching to, the exercise of those powers and the period during which that delegation is to be in force;
  - (ii) may be either general or limited in any way provided the terms of the delegation;
  - (iii) need not be to a specified person but may be to any person holding, occupying or performing the duties of a specified office or position;
  - (iv) may include the power to delegate; and
  - (v) must be entered into the Delegations Register which shall be maintained by the Company Secretary.
- (c) If exercising a power depends on a person's opinion, belief or state of mind, then that power may be exercised by the delegate on the delegate's opinion, belief or state of mind about that matter.
- (d) Any power exercised by a delegate is as effective as if it had been exercised by the Board.

### **13.7 Code of Conduct and Board Charter**

The Board may:

- (a) adopt a code of conduct and board charter for directors; and
- (b) periodically review the code of conduct and board charter in light of the general principles of good corporate governance but in any event such review must be conducted annually.

### **13.8 Other Office Bearers**

**The Board may appoint from its Directors such other Office Bearers as it considers necessary.**

## **14. Proceedings of Directors**

### **14.1 Directors meetings**

- (a) Subject to clause 14.1(b), the Directors may meet together for conducting business, adjourn and otherwise regulate their meetings as they think fit.
- (b) The Directors must meet as a Board at least four (4) times in each calendar year.



#### 14.2 **Questions decided by majority**

A question arising at a Board meeting is to be decided by a majority of votes of the directors present in person and entitled to vote. Each Director present has one vote on a matter arising for decision by the Board.

#### 14.3 **No casting vote**

The Chair of the meeting will not have a casting vote in addition to the Chair's deliberative vote. Where an equal number of votes are cast in favour of and against a resolution, the resolution is lost.

#### 14.4 **Quorum**

The quorum is necessary for the transaction of business at a meeting will be at least one half of the total number of Directors.

#### 14.5 **Effect of vacancy**

- (a) The continuing Directors may act despite a vacancy in their number.
- (b) However, if the number of Directors is reduced below the number required for a quorum, the remaining Directors may act only for the purpose of filling the vacancies to the extent necessary to bring their number up to that required for a quorum or to convene a General Meeting.

#### 14.6 **Convening meetings**

- (a) A Director may, and the Executive Officer on the request of a Director must, convene a Board meeting.
- (b) Notice of a Board meeting must be given individually to each Director (except a Director on leave of absence approved by the Directors). Except in the case of an emergency, at least 48 hours notice of a Board meeting must be given and the notice may be given in person, or by post or by telephone or other electronic means.
- (c) A Director may waive notice of a Board meeting by giving notice to that effect to the Company in person or by post or by telephone or other electronic means.
- (d) A person who attends a Board meeting waives any objection that person may have in relation to a failure to give notice of the meeting.
- (e) The non-receipt of a Notice of Meeting of the Board or the accidental omission to give notice of a meeting to a person entitled to receive notice does not

invalidate anything done (including the passing of a resolution) at a Board meeting.

#### 14.7 **Chair of Meetings**

The President or in his or her absence the President-Elect will be Chair of a Board Meeting. In the absence of both the President and the President-Elect or their unwillingness to act, the Directors then present may elect one of their number to be Chair of that meeting.

#### 14.8 **Circulating resolutions**

- (a) The Directors may pass a resolution without a Board meeting being held if notice in writing of the resolution is given to all Directors and a majority of the Directors, subject to the quorum set out in clause 14.4 being satisfied, vote in favour of the resolution and sign a document containing a statement that they are in favour of the resolution set out in the document.
- (b) Separate copies of the document may be used for signing by the Directors if the wording of the resolution and statement is identical in each copy. A document produced by electronic means under the name of a Director with the Director's authority is taken to be a document signed by the Director for the purposes of clause 14.8(a) and is taken to be signed when received by the Company in legible form.
- (c) The resolution is passed when the last Director required to achieve a majority signs and submits the resolution pursuant to this clause 14.

#### 14.9 **Validity of acts of Directors**

Everything done at a Board meeting or a Committee meeting, or by a person acting as a Director, is valid even if it is discovered later that there was some defect in the appointment, election or qualification of any of them or that any of them were disqualified or had vacated office.

#### 14.10 **Directors' Interests**

- (a) A Director shall declare to the Directors any material personal interest or related party transaction (**Conflict of Interest**), as defined by the Corporations Act, as soon as practicable after that Director becomes aware of their Conflict of Interest in the matter.

- (b) Where a Director declares a Conflict of Interest that Director must absent himself or herself from discussion of such matter unless otherwise determined by the Directors and shall not be entitled to vote in respect of such matter.
- (c) In the event of any uncertainty in this regard, the issue shall immediately be determined by a vote of the Directors or, if this is not possible, the matter shall be adjourned or deferred to the next meeting.
- (d) The Conflict of Interest shall be entered into the Conflict Register which shall be maintained by the Company Secretary.

#### **14.11 Minutes**

The Directors must cause minutes of meetings to be made and kept according to the Corporations Act.

#### **14.12 Telecommunication Meetings of the Board of Directors**

- (a) A Board Meeting may be held by technology as a Telecommunication Meeting, provided that:
  - (i) the number of Directors (as applicable) participating is not less than a quorum required for a Directors' Meeting (as applicable); and
  - (ii) the meeting is convened and held in accordance with the Corporations Act.
- (b) All provisions of this Constitution relating to a meeting apply to Telecommunication Meeting in so far as they are not inconsistent with the provisions of this clause 14.12.

#### **14.13 Conduct of Telecommunication Meeting**

The following provisions apply to a Telecommunication Meeting of the Directors:

- (a) all persons participating in the meeting must be linked by telephone, audio-visual or other instantaneous means for the purpose of the meeting;
- (b) each of the persons taking part in the meeting must be able to hear and be heard by each of the other persons taking part at the commencement of the meeting and each person so taking part is deemed for the purposes of this Constitution to be present at the meeting;
- (c) at the commencement of the meeting each person must announce his or her presence to all other persons taking part in the meeting;

- (d) a person may not leave a Telecommunication Meeting by disconnecting his or her telephone, audio-visual or other communication equipment unless that person has previously notified the Chair;
- (e) a person may conclusively be presumed to have been present to have formed part of a quorum at all times during the Telecommunication Meeting unless that person has previously notified the Chair of leaving the meeting; and
- (f) a minute of proceedings of a Telecommunication Meeting is sufficient evidence of the proceedings and observance of all necessary formalities if the minute is certified to be a correct minute by the Chair.

## **15. Patron of Australian Organisation for Quality**

The Board may appoint a suitable person as Patron of Australian Organisation for Quality for such period and upon such terms and conditions and with such duties or responsibilities as the Board by resolution may determine.

## **16. Executive Officer**

### **16.1 Appointment of Executive Officer**

The Board may appoint a person as Executive Officer upon such terms and conditions and with any restrictions the Board sees fit.

### **16.2 Powers, duties and authorities of Executive Officer**

- (a) The Board may, by resolution recorded in the minutes of the Board Meeting, delegate to the Executive Officer such powers, duties and authorities as it sees fit but may not delegate any powers essential to the fiduciary duties owed by the Directors to the Company or to Members or required by the Corporations Act. Any delegation must be recorded in the Delegations Register.
- (b) The exercise of those powers and authorities, and the performance of those duties, by the Executive Officer are subject at all times to the control of the Board.
- (c) The Executive Officer will:
  - (i) Act consistently with the Objects of the Company;
  - (ii) use his or her best endeavours at all times to enhance the good name of the Company;

- (iii) in so far as the resources available permit, implement the policies of the Board;
- (iv) prepare an annual report for the Board on the work and activities of the Company during the preceding Financial Year;
- (v) exercise such other functions duties and responsibilities as may be determined from time to time by the Board.

### **16.3 Termination, suspension and removal of Executive Officer**

- (a) The appointment of the Executive Officer terminates:
  - (i) At the expiration of a fixed term if so defined in a written contract; or
  - (ii) if the Board removes the Executive Officer from that office (which, subject to any contract between the Company and the Executive Officer, the Board has power to do, whether or not the appointment was expressed to be for a specified term).
- (b) Subject to the terms and conditions of the appointment, the Board may suspend or remove the Executive Officer from that office.

### **16.4 Delegation by the Board to Executive Officer**

The Board may delegate to the Executive Officer the power (subject to such reservations on the power as are decided by the Directors) to conduct the day-to-day management and control of the business and affairs of the Company, which powers in the delegation may be revoked or varied from time to time. The delegation will include the power and responsibility to:

- (a) develop business plans, budgets, strategies, policies, processes and codes of conduct for consideration by the Board and to implement them to the extent approved by the Board;
- (b) employ and terminate the employment of employees of the Company;
- (c) manage the financial and other reporting mechanisms of the Company;
- (d) approve and incur expenditure subject to specified expenditure limits and delegations entered into the Delegations Register;
- (e) sub-delegate his or her powers and responsibilities to employees or internal management committees of the Company; and

- (f) any other powers and responsibilities which the Board considers appropriate to delegate to the Executive Officer.

#### **16.5 Executive Officer to attend meetings**

The Executive Officer is entitled, subject to a determination otherwise by the Directors, to attend all meetings of the Company, all meetings of the Directors and any Committees and may speak on any matter that is being discussed in the meeting, but does not have a vote.

#### **16.6 Acting Executive Officer**

If the person appointed as Executive Officer is absent or unable to perform the duties or if the position is otherwise vacant, the Board may appoint a person as Acting Executive Officer on such terms as the Board thinks fit and the person will have the powers and obligations of the Executive Officer.

#### **16.7 Company Secretary to be Executive Officer if no appointment made**

If no appointment of an Executive Officer or Acting Executive Officer is made by the Board under clauses 16.1 or 16.6 then the role of Executive Officer will be undertaken by the Company Secretary.

### **17. Company Secretary**

#### **17.1 Appointment of Company Secretary**

There must be at least one Company Secretary who is to be appointed by the Board.

#### **17.2 Suspension and removal of Company Secretary**

The Board may suspend or remove a Company Secretary from that office.

#### **17.3 Powers, duties and authorities of Company Secretary**

- (a) A Company Secretary holds office on the terms and conditions (including as to remuneration) and with the powers, duties and authorities, delegated to the Company Secretary by the Board.
- (b) A Company Secretary shall be responsible to carry out all of the obligations of a Company Secretary required by the Corporations Act or any law or specified in this Constitution.

#### **17.4 Registers**

The Company Secretary shall establish and maintain the Delegations Register, the Conflicts Register and the Register of Members.

## **18. Committees**

### **18.1 Committees**

- (a) The Board may, by resolution recorded in the minutes of the Board Meeting, establish any standing or ad hoc committee with such membership (including Directors, individuals and consultants) and terms of reference as the Board thinks fit and may delegate any of its powers to Committees , and may vary or revoke any delegation. Any delegation must be recorded in the Delegations Register.
- (b) The membership of a Board Committee may include persons who are not Directors or Members of the Company.
- (c) The Board may vary the membership of a committee and or dissolve a committee at any time.
- (d) The Committees of the Board may include, but will not be limited to:
  - (i) Finance, Audit and Risk Committee;
  - (ii) Awards Committee;
  - (iii) Governance and Strategy Committee; and
  - (iv) Disciplinary Committee.
- (e) The Committees formation and functions will be set out in the Policies as determined by the Board from time to time.
- (f) The Board will approve the Terms of Reference in respect of each Committee with the Terms of Reference reviewed as required but in any event no less than annually.
- (g) Each Committee must comply with any directions of the Board, provide such reports as are requested by the Board and otherwise conduct its meetings and proceedings in accordance with any Policy or direction of the Board.
- (h) Each Committee specified in this clause or constituted by the Board in accordance with this clause, will comprise persons as determined by the Board and with the Chair of the Committee also appointed by the Board.
- (i) The President and Executive Officer shall be entitled to attend the meeting of any Committee.

### **18.2 Powers delegated to Committees**

- (a) A Committee must exercise the powers delegated to it according to the terms of the delegation and set out in the relevant Terms of Reference and any directions of the Board.
- (b) A Committee must act in accordance with the Terms of Reference of that Committee as determined by the Board.
- (c) Powers delegated to and exercised by a Committee are taken to have been exercised by the Board.

### **18.3 Committee meetings**

Unless otherwise determined by the Board, Committee meetings are governed by the provision of this Constitution dealing with Directors' meetings, as far as they are capable of application.

## **19. Establishment of Groups**

### **19.1 Establishment**

- (a) The Board may establish any Group as a branch, chapter, section or interest group based on criteria set out by the Board which may include geographical area, type of industry or area of interest.
- (b) On receipt of a proposal from Members with a common interest in a particular facet of quality management, the Board may, at its discretion, establish a Special Interest Group and then establish a Committee from within the members of the group to administer the affairs of that Special Interest Group. The terms of reference, the rights and the powers of a Special Interest Group Committee are stated in the resolution of the Board and may be amended by the Board. The members of each Special Interest Group Committee having been duly elected by the Group members will then be endorsed by the Board.
- (c) The formation and function of the Group established under clause 19.1 will be on the basis determined by the Board or as set out in a Policy or Policies approved by the Board.
- (d) The Board may specifically for the Group or generally for all Groups determine the Terms of Reference or powers and procedures of the group and will review those powers as required but in any event no less than annually.



## 19.2 **Reporting by Group**

Each Group will report on its operations and on any other matter requested by the Board to the Board either in writing or by a representative of the Group as required by the Board and at least annually.

## 19.3 **No Incorporation**

Each Group will be associated with the Company and no Group will establish a separately incorporated entity.

## 19.4 **Financial**

Each Group will conduct its financial affairs as directed by the Board which directions may include the power to operate a bank account and to provide financial reports as required by the Board.

## 19.5 **Variation of Winding Up of Group**

The Board may, from time to time, vary the rules under which a Group is established and may in its discretion wind up or disestablish a Group.

# 20. **Policies**

## 20.1 **Making and amending Policies**

- (a) The Board may from time to time make Policies:
  - (i) that are required to be made under this Constitution; and
  - (ii) which in its opinion are necessary or desirable for the control, administration and management of the Company's affairs and may amend, repeal and replace those Policies.
- (b) The Policies take effect 14 days after the service of notice of the Policy on the Members and shall be in force and effect on and from that date.

## 20.2 **Effect of Policies**

A Policy:

- (a) is subject to this Constitution;
- (b) must be consistent with this Constitution; and
- (c) when in force, is binding on all Members and has the same effect as a provision in this Constitution.

### **20.3 Types of Policies**

- (a) The Board must make Policies in relation to Awards including the Juran Medal Award.
- (b) The Board may make policies in relation to post nominals which may be used by Members including the occasions when Members are entitled to use or not use such post nominals.

## **21. Inspection of Records**

### **21.1 Right of the Members to inspect records**

A Member does not have the right to inspect any document of the Company (including registers kept by the Company) except as required by law and permitted by this Constitution.

## **22. Accounts**

### **22.1 Accounting Records**

The Board will cause proper accounting and other records to be kept and will distribute copies of the financial statements as required by the Corporations Act.

### **22.2 Auditor**

- (a) The Board must appoint an auditor of the Company within one (1) month after the day on which the Company is registered as a company, unless the Company at a General Meeting has appointed an auditor, which auditor will hold office until the Company's first Annual General Meeting.
- (b) A properly qualified auditor or auditors shall be appointed or removed by the Company in General Meeting in accordance with the Corporations Act and the remuneration of such auditor or auditors will be fixed and duties regulated in accordance with the Corporations Act. The report of the auditor or auditors will be distributed to members in accordance with the Corporations Act.

## **23. Service of Documents**

### **23.1 Documents includes notices**

In this clause 23, document includes a notice.

### **23.2 Methods of service on a Member**

The Company may give a document to a Member:

- (a) personally;
- (b) by sending it by an electronic transmission to the electronic mail address nominated by the Member; or
- (c) by sending it by post to the postal address of the Member in the Register of Members or an alternative address nominated by the Member.

### 23.3 **Methods of service on the Company**

A Member may give a document to a Company:

- (a) by delivering it to the registered office of the Company (the **Registered Office**);
- (b) by sending it by post to the Registered Office; or
- (c) by sending it by an electronic transmissions to the electronic address nominated by the Company.

### 23.4 **Post**

A document sent by post if sent to an address:

- (a) in Australia, may be sent by ordinary post; and
- (b) outside Australia, or sent from an address outside Australia, must be sent by airmail,

and in either case is taken to have been received on the fifth business day after the date of its posting.

### 23.5 **Electronic transmission**

If a document is sent by electronic transmission, delivery of the document is taken to:

- (a) be effected by properly addressing and transmitting the electronic transmission; and
- (b) have been delivered on the business day following its Dispatch.

## **24. Indemnity**

### 24.1 **Indemnity of officers**

- (a) This clause 24 applies to every person who is or has been:
  - (i) a Director, Company Secretary or Executive Officer of the Company;and

- (ii) to any other officers, employees, former officers or former employees of the Company or of its related bodies corporate as the Directors in each case determine.
- (b) Each person referred to in paragraph 24.1(a) is referred to an **Indemnified Officer** for the purposes of the rest of clause 24.
- (c) The Company will indemnify each Indemnified Officer out of the property of the Company against:
  - (i) every liability that the Indemnified Officer incurs as an officer of the Company or of a related body corporate of the Company; and
  - (ii) all legal costs incurred in defending or resisting (or otherwise in connection with) proceedings, whether civil or criminal or of an administrative or investigatory nature, in which the Indemnified Officer becomes involved as an officer of the Company or of a related body corporate of the Company,unless:
  - (iii) the Company is forbidden by statute to indemnify the person against the liability or legal costs; or
  - (iv) an indemnity by the Company of the person against the liability or legal costs would, if given, be made void by statute.

#### 24.2 **Insurance**

The Company may pay or agree to pay, whether directly or through an interposed entity, a premium for a contract insuring an Indemnified Officer against liability that the Indemnified Officer incurs as an officer of the Company or of a related body corporate of the Company including a liability for legal costs, unless:

- (a) the Company is forbidden by statute to pay or agree to pay the premium; or
- (b) the contract would, if the Company paid the premium, be made void by statute.

#### 24.3 **Deed**

The Company may enter into a deed with any Indemnified Officer or a deed poll to give effect to the rights conferred by clause 24.1 on the terms the Board thinks fit (as long as they are consistent with clause 24).

#### 24.4 **Indemnity Continues**

An indemnity given by the Company under clause 24.1 continues to apply after any change to or deletion of that clause but only in relation to acts and omissions before the change or deletion.

## **25. Winding up**

### **25.1 Contributions of Members on winding up**

- (a) Each Member must contribute to the Company's property if the Company is wound up while they are a Member or within one year after their membership ceases.
- (b) The contribution is for:
  - (i) payment of the Company's debts and liabilities contracted before their membership ceased;
  - (ii) the costs of winding up; and
  - (iii) adjustment of the rights of the contributories among themselves, such amount not exceeding \$1.00.

### **25.2 Excess property on winding up**

- (a) If on the winding up or dissolution of the Company, and after satisfaction of all its debts and liabilities, any property remains, that property must be given or transferred to another body or bodies:
  - (i) having objects similar to those of the Company; and
  - (ii) whose constitution prohibits (or each of whose constitutions 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 under this Constitution.
- (b) That body is, or those bodies are, to be determined by the Voting Members at or before the time of dissolution or, failing that determination, by a judge who had or acquires jurisdiction in the matter.

## **26. Amendments to Constitution**

- 26.1 This Constitution may be amended or repealed in accordance with this Constitution and the Corporations Act.

26.2 Amendments to this Constitution will be made by Special Resolution passed at either an Annual General Meeting or General Meeting.

26.3 A Special Resolution amending, adopting or repealing the Constitution takes effect:

- (a) If no later date is specified in the Special Resolution, then on the date on which the resolution is passed; or
- (b) On a later date specified in, or determined in accordance with, the Special Resolution.

# **SCHEDULE 1 – Transitional Provisions**

## **1. Definitions in Transitional Provisions**

In these Transitional Provisions unless the context otherwise requires:

- 1.1 Interim Directors means the persons named as Interim Directors in these Transitional Provisions.
- 1.2 Opening General Meeting means the Opening General Meeting referred to in these Transitional Provisions to be held on 8 July 2016.

## **2. Transfer of Existing Membership from State Organisations**

2.1 Any person who is a current financial member of:

- (a) Australian Organisation for Quality (South Australia) Incorporated;
- (b) Australian Organisation for Quality (Victoria) Incorporated

and who, not later than 30 June 2016:

- (c) Completes and returns to the Executive Officer an Application for Membership Form in the form prescribed by the Company;
- (d) Pays the relevant subscription for 2016/17

will be admitted to Membership of the Company in the most relevant category of Membership to the category to which the person is currently a Member of the State Organisation.

2.2 Any person who is a member of an Association which agrees to wind up and transfer its assets to the Company and who by date no later than that prescribed by the Directors:

- (a) Completes and returns an Application for Membership Form as provided by the Company without being required to undergo any further approval;
- (b) Pays the relevant subscription, if required, for the forthcoming Membership year will be admitted to Membership of that Company in the most relevant category of Membership to the category of which that person is a member of his or her State Organisation at the time of the Application for Membership of the Company without being required to undergo any further approval.

### **3. Transfer of Life Member Status**

Any person who has Life Member status with any organisation which is wound up and transfers its assets to the Company will be automatically granted Life Member status in the Company.

### **4. Transfer of Awards Status**

Any person who has been granted an award (for example, Juran Medal or Shilkin Award) will have that award recognised in the awards Policy of the Company.

### **5. Initial Members of Company**

The Initial Members of the Company will be Jeffrey Edmund Ryall, Martin Howard Andrew and Craig Timothy Ottoway.

### **6. Interim Directors**

6.1 The Interim Directors of the Company will be Jeffrey Edmund Ryall (Chair), Martin Howard Andrew and Colin Timothy Ottoway.

6.2 Until the election of the First Board of Directors, the Interim Directors may exercise all powers of the Directors or the Board exercisable pursuant to this Constitution.

### **7. First Board of Directors**

The First Board of Directors will comprise:

- (a) The Interim Directors;
- (b) Three Directors elected in accordance with these Transitional Provisions;
- (c) Not more than four Directors appointed at the First Board Meeting held after the Opening General Meeting by the persons in sub-paragraphs (a) and (b) in accordance with the provision relating to Appointed Directors.

### **8. President and Terms of Office of First Board Members**

8.1 The terms of office of the Members of the First Board of Directors will be:

- (a) Jeffrey Edmund Ryall, will be President and his term of office will expire at the conclusion of the second Annual General Meeting held after registration of the Company;



- (b) Martin Howard Andrew and his term of office will expire at the conclusion of the First Annual General Meeting held after registration of the Company;
  - (c) Craig Timothy Ottoway and his term of office will expire at the conclusion of the Second Annual General Meeting held after the registration of the Company;
- 8.2 Of the three persons declared as Elected Directors at the Opening Annual General Meeting:
- (i) The two persons recording the highest number of votes will be declared to be elected for terms expiring at the conclusion of the Second Annual General Meeting after the registration of the Company.
  - (ii) The person recording the third highest number of votes will be declared to be elected for a term expiring at the conclusion of the First Annual General Meeting held after registration of the Company.
  - (iii) In the event that no election is necessary for the positions of Elected Director or two candidates record an equal number of votes the terms of office of those persons will be decided by lot.
  - (iv) The terms of office of each Appointed Director will be fixed in the resolution making his or her appointment.

## **9. Opening General Meeting**

- 9.1 The Interim Directors will convene a General Meeting referred to as the "Opening General Meeting" on 8 July 2016 at a time and location to be determined by the Interim Directors.
- 9.2 Notice of the Opening General Meeting will be given in accordance with the provisions of this Constitution to all persons who apply to transfer and who have been admitted to Membership on or before a date determined by the Interim Directors being at least 28 days prior to the date of the Opening General Meeting.
- 9.3 The business of the Opening General Meeting will be:
- (a) Report from the President;
  - (b) Declaration of Results of Election for Elected Directors;
  - (c) Any other business permitted by the Chair of the meeting to be brought forward.

**10. Voting Procedure for Elected Directors for First Board**

- 10.1 The Interim Directors will appoint a Returning Officer/s for the conduct of an election for the Elected Directors of the First Board which Returning Officer/s is not a person/s standing for election and who may be one or more of the Interim Directors.
- 10.2 The Interim Directors will fix a date by which nominations for election for a position of Elected Director of the First Board must be lodged with the Returning Officer.
- 10.3 Only those persons who are provided with a Notice of the Opening General Meeting will be entitled to vote for the position of Elected Director.
- 10.4 Subject to the foregoing, the election for the Elected Directors on the First Board will be conducted as far as possible in accordance with the Election Provisions of the Constitution.

We the several persons whose names and addresses and occupations are subscribed hereto are desirous of being formed into a Company in pursuance of this Constitution and we agree to this Constitution as the constitution of the Company.

Dated the \_\_\_\_\_ day of \_\_\_\_\_ 2016

Name: Jeffrey Edmund Ryall  
Signature of Member: \_\_\_\_\_  
Address of Member: 73 Kett Street, Blackburn VIC 3130  
Occupation of Member: \_\_\_\_\_  
Signature of Witness: \_\_\_\_\_

Name: Martin Howard Andrew  
Signature of Member: \_\_\_\_\_  
Address of Member: 132 Kensington Road, Toorak Gardens SA 5065  
Occupation of Member: \_\_\_\_\_  
Signature of Witness: \_\_\_\_\_

Name: Craig Timothy Ottaway

Signature of Member: \_\_\_\_\_

Address of Member: 272 Main Road, Blackwood SA 5051

Occupation of Member: \_\_\_\_\_

Signature of Witness: \_\_\_\_\_