

Constitution of The Australian  
Association of Practice  
Managers Ltd.

# Contents

<b>1</b>	<b>Name of Corporation</b>	<b>1</b>
<b>2</b>	<b>Status of the Constitution</b>	<b>1</b>
2.1	This is the constitution of The Australian Association of Practice Managers Ltd.	1
2.2	Replaceable Rules	1
<b>3</b>	<b>Interpretation</b>	<b>1</b>
3.1	Definitions	1
	Auditor means the person appointed for the time being as the auditor of The Australian Association of Practice Managers Ltd	1
	Company means The Australian Association of Practice Managers Ltd	1
3.2	Interpretation	2
<b>4</b>	<b>Objects and purpose</b>	<b>2</b>
4.1	The objects for which the Company is established are:	2
<b>5</b>	<b>Powers of the Company</b>	<b>3</b>
<b>6</b>	<b>Modification or repeal of this Constitution</b>	<b>4</b>
6.1	Modifying or repealing Constitution	4
6.2	Date of effect of modification or repeal	4
<b>7</b>	<b>Member's liability</b>	<b>4</b>
7.1	Liability to contribute	4
7.2	Limited liability	4
<b>8</b>	<b>Members</b>	<b>4</b>
8.1	Number of Members	4
8.2	Pre-condition to Membership	4
8.3	Becoming a Member	4
8.4	Categories of Membership	4
8.5	Eligibility for Membership	5
8.6	Application for Membership	5
8.7	Consideration for application for Membership	5
8.8	Registration as Member	5
8.9	Conduct of Members	5
8.10	Annual fees	6
<b>9</b>	<b>Rights of Members are non-transferable</b>	<b>6</b>
<b>10</b>	<b>State Branches</b>	<b>6</b>
<b>11</b>	<b>Cessation of Membership</b>	<b>7</b>
11.1	Cessation of Membership of a natural person	7
11.2	Cessation of Membership of Body Corporate	8
11.3	Resignation of Member	8
11.4	Expulsion of Member	8

<b>12</b>	<b>Maintenance of Register of Members</b>	<b>8</b>
	12.1 Register of Members	8
	12.2 Inspection of Register of Members	9
<b>13</b>	<b>General meetings</b>	<b>9</b>
	13.1 Annual General Meetings	9
	13.2 Business at Annual General Meeting	9
	13.3 Director convening a general meeting	9
	13.4 Meetings requested by Members	9
	13.5 Notice of general meeting	9
	13.6 Shorter notice of general meeting	10
	13.7 Notice of resumption of an adjourned meeting	10
	13.8 General meetings at two or more places	10
	13.9 Postponement or cancellation of general meeting	10
	13.10 Notice of change, postponement or cancellation of meeting	10
	13.11 Omission to give notice relating to general meeting	11
<b>14</b>	<b>Proceedings at general meetings</b>	<b>11</b>
	14.1 Quorum	11
	14.2 Lack of quorum	11
	14.3 Chairing general meetings	12
	14.4 Conduct of general meetings	12
	14.5 Adjournment	12
<b>15</b>	<b>Proxy</b>	<b>13</b>
	15.1 Appointment of proxy	13
	15.2 Proxy instruments	13
	15.3 Proxy to be received by the Company	13
	15.4 Power to demand poll	14
	15.5 Revocation of proxy	14
	15.6 Validity of votes of proxy	14
	15.7 No liability	14
	15.8 Appointment of corporate representative	14
	15.9 Authority to act as corporate representative	15
	15.10 Instrument to be received by the Company	15
	15.11 Revocation and appointment of corporate representative	15
	15.12 Validity of votes of corporate representative	15
	15.13 No liability	16
<b>16</b>	<b>Voting</b>	<b>16</b>
	16.1 Entitlement to vote	16
	16.2 Casting vote	16
	16.3 Proxy vote to be identified	16
	16.4 Voting on resolution	16
	16.5 Objection to right to vote	16
	16.6 Written resolutions	16
	16.7 Minutes	16

<b>17</b>	<b>Poll</b>	<b>17</b>
17.1	Chair may determine to take a poll	17
17.2	Right to demand poll	17
17.3	Procedure for demanding poll	17
<b>18</b>	<b>Appointment and removal of Directors</b>	<b>18</b>
18.1	Number of Directors	18
18.2	Appointment of Directors	18
18.3	Confirmation of appointment	18
18.4	Removal of Director	18
18.5	Cessation of Directorship	19
18.6	Term of Directors	19
18.7	Term of President and Immediate Past President	20
18.8	Resignation of Directors	20
<b>19</b>	<b>Powers and duties of Board</b>	<b>20</b>
<b>20</b>	<b>Negotiable instruments</b>	<b>21</b>
<b>21</b>	<b>Alternate Directors</b>	<b>21</b>
21.1	Appointment and terms of appointment	21
21.2	No liability	22
21.3	Remuneration of alternate	22
21.4	Notice and attendance at Board meetings	22
21.5	Voting of alternate	22
21.6	Termination of appointment of alternate	22
21.7	Cessation of appointment of alternate	22
<b>22</b>	<b>Remuneration and reimbursement for expenses</b>	<b>22</b>
22.1	Remuneration of Director	22
22.2	Reimbursement of expenses	22
<b>23</b>	<b>Board meetings</b>	<b>22</b>
23.1	Convening meetings	23
23.2	Notice of meetings	23
23.3	Omission to give notice	23
23.4	Use of technology	23
23.5	Quorum at meetings	23
23.6	Chair of meetings	23
23.7	Passing resolutions at meetings	24
23.8	Casting vote	24
23.9	Conduct of meetings	24
23.10	Written resolutions	24
23.11	Minutes of meetings	24
23.12	Committee meetings	25
<b>24</b>	<b>Directors' interests</b>	<b>25</b>
24.1	Declaration of interest	25
24.2	Voting by interested Directors	25

<b>25</b>	<b>Appointment of Secretary</b>	<b>25</b>
<b>26</b>	<b>Removal and remuneration of Auditor</b>	<b>25</b>
26.1	Remuneration of Auditor	25
26.2	Removal of Auditor	26
26.3	Auditor's attendance at general meetings	26
<b>27</b>	<b>Seal</b>	<b>26</b>
<b>28</b>	<b>Financial records</b>	<b>26</b>
28.1	Member's access to financial records	26
28.2	Directors' access to financial records	27
28.3	Access to financial records after ceasing to be a Director	27
<b>29</b>	<b>Notices</b>	<b>27</b>
29.1	General	27
29.2	How to give a communication	27
29.3	Communications by post	27
29.4	Communications by fax	27
29.5	Communications by email	27
29.6	After hours communications	28
<b>30</b>	<b>Indemnity and Insurance</b>	<b>28</b>
30.1	Indemnity	28
30.2	Documenting indemnity	28
30.3	Insurance	28
<b>31</b>	<b>Winding up</b>	<b>29</b>

# 1 Name of Corporation

The name of the Company is **The Australian Association of Practice Managers Ltd.**

# 2 Status of the Constitution

## 2.1 **This is the constitution of The Australian Association of Practice Managers Ltd.**

## 2.2 **Replaceable Rules**

This Constitution displaces the Replaceable Rules; accordingly none of the Replaceable Rules apply.

# 3 Interpretation

## 3.1 **Definitions**

In this Constitution:

**Auditor** means the person appointed for the time being as the auditor of The Australian Association of Practice Managers Ltd

**Board** means the Directors and alternates present at a meeting, duly convened as a Board meeting, at which a quorum is present.

**Body Corporate** means a Body Corporate which is a company or other body registrable under the Corporations Act and includes an unincorporated registrable body

**Business Day** means a day which is not a Saturday, Sunday or bank or public holiday.

**Company** means The Australian Association of Practice Managers Ltd

**Constitution** means the constitution for the time being of the Company as constituted by this document and any resolutions of the Company modifying this document.

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

**Director** means a person who is a director for the time being of the Company and **Directors** means more than one Director and in relation to rules applying to meetings of the Board, including voting by Directors and material personal interests, references to Directors include alternates.

**Executive Officer** means any person appointed for the time being as an Executive Officer of the Company.

**Member** means a person who is, or who is registered as, a Member of the Company and **Members** means more than one Member.

**Members Guarantee Amount** means an amount equal to **\$50.00**

**Membership** means being a Member of the Company.

**O.R.** means Ordinary Resolution

**Register of Members** means the register of Members maintained pursuant to the Corporations Act.

**Replaceable Rules** means the replaceable rules applicable to a public Company limited by guarantee set out in the Corporations Act.

**Seal** means the common seal for the time being of the Company.

**Secretary** means any person appointed for the time being as, or to perform the functions of, secretary of the Company.

### **3.2 Interpretation**

In this Constitution:

- (a) the words “including”, “include” and “includes” are to be construed without limitation;
- (b) a reference to legislation is to be construed as a reference to that legislation, any subordinate legislation under it and that legislation and subordinate legislation as amended, re-enacted or replaced for the time being;
- (c) a reference to a “person” includes a corporate representative appointed pursuant to section 250D of the Corporations Act;
- (d) headings are used for convenience only and are not intended to affect the interpretation of this Constitution; and
- (e) a word or expression defined in the Corporations Act and used but not defined, in this Constitution has the same meaning given to it in the Corporations Act.

## **4 Objects and purpose**

### **4.1 The objects for which the Company is established are to:**

- (a) represent and unite practice managers and others within the profession of practice management throughout the Healthcare industry
- (b) promote and advance professional development and leadership
- (c) promote and advance ethical behaviour within the profession
- (d) promote and advance advocacy of practice management
- (e) raise the profile and status of its Members in order to provide appropriate professional recognition
- (f) contribute to a sustainable and socially responsible healthcare system

- (g) promote the need for appropriately qualified personnel to fulfil the requirements of the profession
- (h) promote the AAPM Code of Ethical Conduct
- (i) provide the educational framework to achieve the appropriate qualifications and maintain a continuing professional development program
- (j) promote the achievement and maintenance of practice management skills and knowledge through continuing professional development
- (k) provide effective methods of delivery of professional development to encourage networking for education, discussion and debate
- (l) award grants, scholarships or other incentives to support continuing professional development
- (m) provide regular and accurate information that supports and advances professional recognition
- (n) participate in the development of education and research programs in the healthcare environment
- (o) establish strategic alliances in pursuit of the objectives of the Company
- (p) foster communication between the profession and the community in order to enhance recognition of the profession.

## 5 Powers of the Company

5.1 Pursuant to section 124 of the *Corporations Act*, a Company has the legal capacity and powers of an individual both in and outside Australia including the power to:

- (a) give security by charging uncalled capital;
- (b) grant a floating charge over any or all of the Company's property;
- (c) arrange for the Company to be registered or recognised as a body corporate in any place outside Australia; and
- (d) do anything that it is authorised to do by any other law.

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

## **6 Modification or repeal of this Constitution**

### **6.1 Modifying or repealing Constitution**

This Constitution may be modified or repealed only by a special resolution of the Company in a general meeting unless a clause is notated **O.R.** where the clause may be modified by Ordinary Resolution

### **6.2 Date of effect of modification or repeal**

Any modification or repeal of this Constitution takes effect on the date the special resolution is passed or any later date specified, or provided for, in the resolution.

## **7 Member's liability**

### **7.1 Liability to contribute**

Subject to this Constitution, each person who is a Member and each person who was a Member during the year ending on the day of the commencement of the winding up of the Company, undertakes to contribute to the property of the Company for:

- (a) payment of debts and liabilities of the Company;
- (b) payment of the costs, charges and expenses of winding up; and
- (c) any adjustment of the rights of the contributories among Members.

### **7.2 Limited liability**

The amount that each Member or past Member is liable to contribute is limited to the amount of the Member's Guarantee Amount.

## **8 Members**

### **8.1 Number of Members**

The Company must have at least one Member.

### **8.2 Pre-condition to Membership**

A person is entitled to become a Member if that person agrees to assume the liability to pay the Member's Guarantee Amount.

### **8.3 Becoming a Member**

Subject to the Corporations Act, a person becomes a Member on the registration of that person's name in the Register of Members.

### **8.4 Categories of Membership. O.R.**

The membership categories of the Company shall be as outlined below and the criteria associated with each category of membership shall be determined by the Board.

- (a) **Full Member**
- (b) **Fellow**
- (c) **Associate Fellow**
- (d) **Life Member**
- (e) **Associate Member**
- (f) **Honorary Member**
- (g) **Affiliate Member**
- (h) **Retiree Member**

### **8.5 Eligibility for Membership**

Any person or Body Corporate is eligible to become a Member of the Company

### **8.6 Application for Membership**

- (a) Only a person satisfying the eligibility requirements for Membership may apply for Membership.
- (b) The Board may prescribe the form of the application for Membership.
- (c) An application for Membership must be:
  - (i) proposed by a Member and seconded by another Member
  - (ii) in writing signed by the applicant, the proposer and the seconder; and / or
  - (iii) if the Board has prescribed the form of the application for Membership, be in that prescribed form.

### **8.7 Consideration for application for Membership**

The Board may appoint nominee/s to consider and either accept or reject applications for Membership to the Company.

At the first meeting of the Board after an application for Membership has been received the Board must ratify the nominee/s decision or if no nominee/s has been appointed the Board must consider the application and either accept, accept subject to conditions or reject the application.

### **8.8 Registration as Member**

If the Board ratifies or accepts an application for Membership, as soon as practicable, the Board must register or cause to be registered the name of the person or the Body Corporate in the Register of Members and record any conditions imposed on that person's Membership.

### **8.9 Conduct of Members**

The Board may regulate the conduct of the Members and in doing so may:

- (a) make by-laws and issue a code of ethical conduct for the continuation of sound practice; and
- (b) investigate the conduct of any Member and provide sanctions for those Members who wilfully refuse or neglect to comply with the rules of any such by-law or code of conduct.

#### **8.10 Annual fees**

- (a) The Board may determine the amount of annual Membership fees.
- (b) Each Member must pay the annual Membership fee to the Company within 30 days of the due date

### **9 Rights of Members are non-transferable**

The rights and obligations of a Member are personal and are not transferable.

## **10 State Branches**

### **10.1**

- (a) Members of the company shall comprise all those persons entered in the register.
- (b) The register shall be divided into separate branches described as follows:
  - (i) New South Wales Branch - comprising members from the geographical area of the State of New South Wales
  - (ii) Queensland Branch - comprising members from the geographical area of the State of Queensland.
  - (iii) South Australian Branch - comprising members from the geographical area of the State of South Australia
  - (iv) Tasmanian Branch - comprising members from the geographical area of the State of Tasmania.
  - (v) Victorian Branch - comprising members from the geographical area of the State of Victoria.
  - (vi) Western Australian Branch - comprising members from the geographical area of the State of Western Australia.
  - (vii) National – comprising members from outside the geographical area of Australia
- (c) The geographical area of the Territory of the Australian Capital Territory shall be assigned to New South Wales (O.R.)
- (d) The geographical area of the Territory of the Northern Territory shall be assigned to South Australia (O.R.)

## 10.2

- (a) Each Member will become a Member of one only State Branch.
- (b) The State Branch will be determined by the geographic location of the Member's workplace or, if not applicable, the geographic location of the Member's residence.
- (c) Each State Branch must maintain a register of its Members
- (d) There will be a Branch Committee to manage the affairs of the Branch
- (e) The number of Members on a Branch Committee shall be not less than 4
- (f) The affairs of each Branch Committee shall be managed in accordance with the Constitutional requirements of the Company and as directed by the Directors of the Company.
- (g) There is no maximum term for Members of a Branch Committee.
- (h) The term for position of Branch President shall be for a maximum of 3 consecutive years
- (i) A member who has completed three years as Branch President may be reappointed as Branch President after a lapse of one year, and may serve upon re-election as Branch President for a further three consecutive years.

## 11 Cessation of Membership

### 11.1 Cessation of Membership of a natural person

A person ceases to be a Member if:

- (a) the person is subject to assessment or treatment under any mental health law and the Board resolves that the person should cease to be a Member; or
- (b) the person's whereabouts are unknown for more than six months and the Board resolves that the person should cease to be a Member; or
- (c) the person becomes a bankrupt;
- (d) the person fails to pay their annual Membership fee and is determined to be unfinancial; or

- (e) the person is found to be in breach of the Code of Ethical Conduct and the Board resolves that the person should cease to be a Member

## **11.2 Cessation of Membership of Body Corporate**

A body Corporate ceases to be a Member if: -

- (a) the Body Corporate resigns as a Member in accordance with this Constitution
- (b) the Body Corporate ceases to satisfy the eligibility of requirements under eligibility for Membership under this Constitution;
- (c) the Body Corporate is expelled as a Member in accordance with this Constitution;
- (d) the Body Corporate fails to pay any amount payable to the Company within thirty days of being required to do so and the Board resolves that Membership of the Member be terminated;
- (e) the Body Corporate is placed under external administration or makes any composition or arrangement with its creditors;
- (f) the Body Corporate is the subject of an Order by a Court of competent jurisdiction directing the Body Corporate to be wound up.

## **11.3 Resignation of Member**

- (a) A Member may resign from the Company by giving the Board at least 30 days' notice.
- (b) Any Member having given notice of resignation in accordance with this Constitution must continue in a Membership in all respects until the expiration of the current Membership Year and is liable for all dues, assessments, expenses and other charges accruing to the Company during that Membership Year or such portion thereof as may be determined by the Board in its absolute discretion.
- (c) All annual subscriptions are due and payable for the forthcoming year within 30 days of the due date.

## **11.4 Expulsion of Member**

If the Board resolves that it is not in the best interests of the Company for a person or a Body Corporate to remain as a Member, that person or Body Corporate is automatically expelled as a Member.

# **12 Maintenance of Register of Members**

## **12.1 Register of Members**

The Secretary or Board Nominee must maintain a Register of Members setting out:

- (a) the name and address of each Member;

- (b) the date on which each person became a Member;
- (c) in respect of each person who has ceased to be a Member, the date on which that person ceased to be a Member.

## **12.2 Inspection of Register of Members**

The Register of Members must be kept at the Company's registered office. A Member may inspect the Register of Members between the hours of 9.00 am and 5.00 pm on any Business Day. No amount may be charged for inspection.

# **13 General meetings**

## **13.1 Annual General Meetings**

The Company must hold an Annual General Meeting at least once in each calendar year and within five calendar months after the end of the relevant financial year.

## **13.2 Business at Annual General Meeting**

The business that may be dealt with at an Annual General Meeting of the Company (even if not referred to in the Notice of Meeting) is:

- (a) the consideration of the annual financial report, directors' report and auditor's report;
- (b) the election of the directors;
- (c) the appointment of the auditor;
- (d) any other business of which notice has been given.

## **13.3 Director convening a general meeting**

Any Director may convene a general meeting.

## **13.4 Meetings requested by Members**

- (a) If the Board receives a request from a Member or Members with at least five percent of the votes that may be cast at any general meeting or at least 100 Members who are entitled to vote at that general meeting, the Board must convene a general meeting within 21 days after the date of receipt of that request.
- (b) The request must detail any proposed resolution, the names of the Members requesting the meeting and be signed by all of the Members making the request. For this purpose, signatures of the Members may be contained in more than one document.
- (c) A general meeting requested by the Members must be held no later than two calendar months after the request is received.

## **13.5 Notice of general meeting**

At least 21 days' notice of a general meeting must be given to the Members, Directors and Auditor. The notice must state:

- (a) the date, time and place (or places) of the meeting;

- (b) the general nature of the business to be conducted at the meeting;
- (c) any proposed resolutions;
- (d) the names of proxies that have been appointed (if any); and
- (e) contain a statement informing the Members of the right to appoint a proxy.

### **13.6 Shorter notice of general meeting**

Subject to the Corporations Act, shorter notice of a general meeting may be given if the calling of the notice of the general meeting on shorter notice is agreed to:

- (a) in the case of an Annual General Meeting, by all Members entitled to attend and vote at the meeting; and
- (b) in the case of any other general meeting, by 95% of the Members entitled to attend and vote at the general meeting agree before the meeting,

and accordingly, any such general meeting will be treated as having been duly convened.

### **13.7 Notice of resumption of an adjourned meeting**

If a general meeting is adjourned for 30 days or more, at least 30 days' notice must be given to the Members, Directors and Auditor of the day, time and place (or places) for the resumption of the adjourned general meeting.

### **13.8 General meetings at two or more places**

A general meeting may be held in two or more places. If a general meeting is held in two or more places, the Company must use technology that gives Members a reasonable opportunity to participate at that general meeting.

### **13.9 Postponement or cancellation of general meeting**

- (a) Subject to this Constitution and the Corporations Act, the Board may change the place (or places) of, postpone or cancel a general meeting.
- (b) If a general meeting is convened pursuant to a request by Members, the Board may not postpone or cancel the general meeting without the consent of the requesting Members.

### **13.10 Notice of change, postponement or cancellation of meeting**

- (a) If the Board changes the place (or places) of a general meeting, notice must be given to each Member and each person entitled to receive notice of the meeting of the new place (or places) of the meeting.
- (b) If the Board postpones a general meeting, notice must be given to each Member and each other person entitled to receive notice of the new date, time and place (or places) of the meeting.

- (c) If the Board cancels a general meeting, notice must be given to each Member and each other person entitled to receive notice of general meetings.

### **13.11 Omission to give notice relating to general meeting**

No resolution passed at or proceedings at any general meeting will be invalid because of any unintentional omission or error in giving or not giving notice of:

- (a) that general meeting;
- (b) any change of place (or places) of that general meeting;
- (c) postponement of that general meeting including, the date, time and place (or places) for the resumption of the adjourned meeting; or
- (d) resumption of that adjourned general meeting.

## **14 Proceedings at general meetings**

### **14.1 Quorum**

- (a) A quorum at a general meeting is **30** or more Members present in person or by proxy. The quorum must be present at all times during the general meeting.
- (b) If a Member has appointed more than one proxy and two or more proxies attend a general meeting, only one proxy will be counted for the purposes of determining whether there is a quorum.

### **14.2 Lack of quorum**

If a quorum is not present within 30 minutes after the time appointed for a general meeting (or any longer period of time as the chair may allow) or ceases to be present at any time during the general meeting, the general meeting:

- (a) if convened by a Director on the request of Members, is dissolved; or
- (b) in any other case:
  - (i) is adjourned to be resumed on a day, time and place (or places) as the chair determines or if the chair is not present as the Directors at the meeting may determine; or
  - (ii) if the Directors do not so determine, no Director is present or no Director present determines:
    - (A) the date for the resumption of the adjourned general meeting will be on the same day in the next week;
    - (B) the time for the resumption of the adjourned general meeting will be at the same time as the adjourned meeting; and

- (C) the place (or places) for the resumption of the adjourned general meeting, will be at the same place (or places) as the adjourned meeting.
- (c) If a quorum is not present within 30 minutes after the time appointed for the resumption of the adjourned general meeting or ceases to be present during the meeting, the general meeting is dissolved.

### **14.3 Chairing general meetings**

- (a) At the first general meeting of the Company (following the adoption of this Constitution by special resolution), the Directors will elect a chair. The person elected as chair may chair each subsequent general meeting. At any subsequent general meeting a new chair may be elected. On the election of a new chair, the new chair will chair each subsequent general meeting.
- (b) If the chair is not present within 15 minutes after the time appointed for any general meeting or if the chair is unwilling or unable to act as chair for the whole or any part of that general meeting, the Directors present may elect a Director present to chair that general meeting.
- (c) If no Director is elected or if all the Directors present decline to take the chair for the whole or any part of that general meeting, the Members present (whether in person or by proxy) may elect a Member present (in person) to chair for the whole or any part of that general meeting. If the Members do not so elect a chair, the meeting will be adjourned to be resumed on the same day, at the same time and at the same place (or places) in the following week.

### **14.4 Conduct of general meetings**

The chair of each general meeting has charge of conduct of that meeting, including the procedures to be adopted and the application of those procedures at that meeting.

### **14.5 Adjournment**

- (a) The chair of a general meeting at which a quorum is present may, with the consent of the Members present in person or by proxy adjourn the general meeting.
- (b) If a majority of Members present at a general meeting in person or by proxy determine that the meeting should be adjourned, the chair must adjourn the meeting to a date, time and place (or places) determined by the Members.
- (c) No business may be transacted on the resumption of the adjourned general meeting other than the business referred to in the notice convening the adjourned general meeting.

## **15 Proxy**

### **15.1 Appointment of proxy**

- (a) A Member who is entitled to attend and to vote at a general meeting of the Company may appoint another Member as proxy to attend, speak and vote for that Member. The instrument appointing a proxy may provide for the exercise by the proxy of the same rights as that Member including the right to speak at the Meeting, to vote, (but only to the extent allowed by the appointment) and join in a demand for a poll.
- (b) An appointment of a proxy may be a standing one.
- (c) A proxy is not entitled to vote if the Member who has appointed the proxy is present in person at the meeting.
- (d) If a Member is entitled to cast two or more votes at a meeting, the Member may appoint two proxies. If the Member appoints two proxies and the appointment does not specify the proportion or the number of votes each proxy may exercise, each proxy may exercise half the votes.

### **15.2 Proxy instruments**

- (a) An appointment of a proxy must be in writing and be signed by the Member appointing the proxy or by the duly authorised attorney of the Member and state:
  - (i) the Member's name and address;
  - (ii) the Company's name;
  - (iii) the proxy's name or the name of the office held by the proxy; and
  - (iv) the general meeting at which the proxy may be used, or if the appointment is a standing one, a clear statement to that effect.
- (b) Where a proxy is signed pursuant to a power of attorney, a copy of the power of attorney (certified as a true copy of the original) must be attached to the proxy instrument sent to the Company.
- (c) An instrument appointing a proxy may direct the way in which a proxy is to vote on a particular resolution. If an instrument contains a direction, the proxy is not entitled to vote on the proposed resolution except as directed in the instrument.

### **15.3 Proxy to be received by the Company**

An instrument purporting to appoint a proxy is not effective unless it is received, together with any additional documentation, including a copy of the power of attorney (certified as a true copy of the original), by the Company at least 48 hours before the general meeting or, as the case may be, the resumption of an adjourned general meeting, at any of the following:

- (a) the registered office;
- (b) a facsimile number at the registered office; or
- (c) a place, facsimile number or electronic address specified for that purpose in the notice of the general meeting.

#### **15.4 Power to demand poll**

A proxy may demand, or join in demanding, a poll in accordance with this Constitution.

#### **15.5 Revocation of proxy**

The appointment of a proxy may be revoked by the Member who appointed the proxy by notice to the Company from the Member or, as the case may be, the duly authorised attorney of the Member, stating that the appointment of a proxy is revoked or by appointing a new proxy.

#### **15.6 Validity of votes of proxy**

A vote cast by a proxy will be valid unless before the start of a general meeting (or, in the case of an adjourned general meeting, before the resumption of the adjourned general meeting) at which a proxy votes:

- (a) the Member who appointed the proxy ceases to be a Member; or
- (b) the Company receives notice of:
  - (i) the revocation of the instrument appointing the proxy;
  - (ii) the appointment of a new proxy; or
  - (iii) the revocation of any power of attorney under which the proxy was appointed.

#### **15.7 No liability**

The Company is not responsible for ensuring that any directions provided in the instrument appointing the proxy or the way in which a proxy is to vote on a particular resolution are complied with and accordingly is not liable if those directions are not complied with.

#### **15.8 Appointment of corporate representative**

- (a) If a Member is a body corporate, it may appoint another Member as its representative to exercise on its behalf any or all of the powers it may exercise:
  - (i) at meetings of the Members;
  - (ii) at meetings of creditors or debenture holders; or
  - (iii) relating to resolutions to be passed without meetings.
- (b) The appointment of a corporate representative may be a standing one.

### **15.9 Authority to act as corporate representative**

- (a) An appointment of a corporate representative must be in writing and be signed by the body corporate appointing the representative and state:
  - (i) the Member's name and address;
  - (ii) the Company's name;
  - (iii) the representative's name or the name of the office held by the representative; and
  - (iv) the general meeting at which the representative may act, or if the appointment is a standing one, a clear statement to that effect.
- (b) The instrument appointing the corporate representative may restrict the exercise of any power.

### **15.10 Instrument to be received by the Company**

- (a) An instrument purporting to appoint a corporate representative is not valid unless it is received by the Company at least 48 hours before the general meeting or, in the case of an adjourned meeting, at least 48 hours before the resumption of an adjourned general meeting.
- (b) An instrument appointing a corporate representative must be received by the Company at any of the following:
  - (i) the registered office;
  - (ii) a facsimile number at the registered office; or
  - (iii) a place, facsimile number or electronic address specified for that purpose in the notice of the general meeting.

### **15.11 Revocation and appointment of corporate representative**

The appointment of a corporate representative may be revoked by the Member who appointed the corporate representative by notice to the Company from the Member stating that the appointment of the corporate representative is revoked or by appointing a new corporate representative.

### **15.12 Validity of votes of corporate representative**

A vote cast by a corporate representative will be valid unless before the start of the general meeting (or, in the case on an adjourned general meeting, before the resumption of the adjourned general meeting) at which a corporate representative votes:

- (a) the Member who appointed the corporate representative ceases to be a Member; or
- (b) the Company has received notice of:
  - (i) the revocation of the instrument appointing the corporate representative; or
  - (ii) the appointment of a new corporate representative.

### **15.13 No liability**

The Company is not responsible for ensuring that the terms of appointment of a corporate representative are complied with and accordingly is not liable if those terms are not complied with.

## **16 Voting**

### **16.1 Entitlement to vote**

Each Member entitled to vote at a general meeting may vote in person or by proxy. Each Member has one vote, whether on a show of hands, or on a poll.

### **16.2 Casting vote**

If on any ordinary resolution an equal number of votes are cast for and against a resolution, the chair has a casting vote in addition to any vote cast by the chair as a Member.

### **16.3 Proxy vote to be identified**

Before a vote is taken the chair must inform the Members present whether any proxy votes have been received and, if so, how the proxy votes are to be cast.

### **16.4 Voting on resolution**

At any general meeting, a resolution put to a vote must be decided by a show of hands unless a poll is demanded in accordance with this Constitution.

### **16.5 Objection to right to vote**

- (a) A challenge to a right to vote at a general meeting:
  - (i) may only be made at that general meeting; and
  - (ii) must be determined by the chair.
- (b) A decision made by the chair in relation to a challenge to a right to vote is final.

### **16.6 Written resolutions**

Members may pass a resolution without a general meeting being held if all the Members entitled to vote on the resolution sign a document containing a statement that they are in favour of the resolution set out in the document. For this purpose, signatures of the Members may be contained in more than one document.

### **16.7 Minutes**

- (a) Unless a poll is demanded in accordance with this Constitution, a declaration by the chair that a resolution has, on a show of hands, been:
  - (i) carried;

- (ii) carried unanimously;
  - (iii) carried by a particular majority; or
  - (iv) lost or not carried by a particular majority,  
is conclusive evidence of the fact declared. An entry to that effect made in the minute's book of the Company signed by the chair is evidence of that fact unless the contrary is proved.
- (b) Within one month after each general meeting, the Directors must record or cause to be recorded in the minutes book:
    - (i) the proceedings and resolutions of each general meeting;
    - (ii) any declarations at each general meeting; and
    - (i) all resolutions passed by Members without a general meeting.
  - (c) The chair, or the chair of the next meeting, must sign the minutes within one month after the general meeting.
  - (d) The minute books must be kept at the registered office.
  - (e) Members may inspect the minute books between the hours of 9.00 am and 5.00 pm on any Business Day. No amount may be charged for inspection.

## **17 Poll**

### **17.1 Chair may determine to take a poll**

The chair of a general meeting may determine that a poll be taken on any resolution.

### **17.2 Right to demand poll**

A poll may be demanded on any resolution at a general meeting other than the election of a chair or the question of an adjournment by:

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

### **17.3 Procedure for demanding poll**

- (a) A poll may be demanded:
  - (i) before a vote on a show of hands is taken;
  - (ii) before the result of a vote on a show of hands is declared; or
  - (iii) immediately after the result of a vote on a show of hands is declared.
- (b) If a poll is demanded it may be taken in the manner and at the time and place (or places) as the chair directs.

- (c) A demand for a poll may be withdrawn at any time by the person or persons who demanded it. A demand for a poll which is withdrawn does not invalidate the result of a show of hands declared before the demand for the poll was made.
- (d) A demand for a poll does not prevent the general meeting continuing for the transaction of any business.

## **18 Appointment and removal of Directors**

### **18.1 Number of Directors**

- (a) The number of Directors must not be more than 9 or less than 6 unless the Company so resolves. (O.R.)
- (b) All Directors must ordinarily reside in Australia

### **18.2 Appointment of Directors (O.R.)**

- (a) The Board shall prescribe the eligibility criteria for nomination of members as Directors of the Company
- (b) Each State Branch of Australia shall nominate one eligible member of the Company for the appointment to the position of Director of the Company.
- (c) The Directors so nominated who become Directors of the Company shall appoint from their number a President. The President shall be a Fellow or the equivalent of the Company.
- (d) The Directors may appoint a maximum of 2 Independent Directors at any time. The term of an Independent Director shall be the same as for a Director of the Company except that the period shall not be less than 12 months
- (e) Upon the election of a President the State that Director was nominated by may nominate a further eligible member to take up a position of Director of the Company.

### **18.3 Confirmation of appointment**

If a person is appointed as a Director by the Board, the Company must confirm the appointment at the next Annual General Meeting. If the appointment is not confirmed, the person ceases to be a Director at the conclusion of the Annual General Meeting.

### **18.4 Removal of Director**

- (a) The Company may remove a Director by resolution at a general meeting.
- (b) At least two months' notice must be given to the Company of the intention to move a resolution to remove a Director at a general meeting.

- (c) If notice of intention to move a resolution to remove a Director at a general meeting is received by the Company, a Director must be given a copy of the notice as soon as practicable.
- (d) The Director must be informed that the Director:
  - (i) may submit a written statement to the Company for circulation to the Members before the meeting at which the resolution is put to a vote; and
  - (ii) may speak to the motion to remove the Director at the general meeting at which the resolution is to be put to vote.
- (e) At least 21 days' notice must be given to the Members of a general meeting at which the resolution for the removal of a Director is proposed. The notice must set out the proposed resolution and the grounds for the proposed resolution.

### **18.5 Cessation of Directorship**

A person ceases to be a Director and the office of Director is vacated if the person:

- (a) is removed from office as a Director by a resolution of the Company at a general meeting;
- (b) resigns as a Director in accordance with this Constitution;
- (c) if the person is subject to assessment or treatment under any mental health law and the Board resolves that the person should cease to be a Member;
- (d) dies;
- (e) is disqualified from acting as a Director under the Corporations Act; or
- (f) is absent from Board meetings for a continuous period of six months without leave of absence from the Board and the Board does not resolve that the Director should not cease to be a Director.
- (g) Is found to have breached the Code of Ethical Conduct

### **18.6 Term of Directors (O.R.)**

- (a) Each member nominated by a State Branch who takes the position of Director in the Company shall be appointed for a period of three years.
- (b) No member nominated by any State and who takes up the position of Director in the Company shall occupy the position of Director for more than three consecutive terms, that is a maximum of nine years.
- (c) At the end of each three year term, the incumbent Director may be nominated by a State for re-election as Director of the Company provided that any re-election shall not cause a Director to occupy the position of Director for more than nine consecutive years.

- (d) A Director who has completed nine years as Director of the Company may be reappointed as a Director after a lapse of one year, and may serve upon re-election as Director for a further nine consecutive years.
- (e) A Director may serve more than one term of nine consecutive years provided always that at the expiration of each set of nine consecutive years that Director does not serve as such for a period of one year

### **18.7 Term of President and Immediate Past President (O.R.)**

- (a) The term for the position of President shall be for a maximum of three consecutive years
- (b) following the nomination by the State Branches of members to be elected as Directors of the Company and the election of President, all Directors may meet and determine that the immediate past President remains a Director on the Board of Directors of the Company for a maximum period of one year;
- (c) the decision by the Directors of the Company enabling the immediate past President to serve a further twelve months on the Board must be carried by at least 2/3 majority vote by the Directors;
- (d) the Immediate Past President shall have no vote in respect to 18.7(b) above

### **18.8 Resignation of Directors**

A Director may resign from the office of Director by giving notice of resignation to the Company at its registered office.

## **19 Powers and duties of Board**

- (a) Subject to this Constitution and the Corporations Act, the activities of the Company are to be managed by, or under the direction of, the Board.
- (b) Subject to this Constitution and the Corporations Act, the Board may exercise all powers of the Company that are not required to be exercised by the Company in a general meeting.
- (c) The powers of the Board include the power to:
  - (i) borrow or otherwise raise money;
  - (ii) mortgage, charge (including in the form of a floating charge) any of the Company's assets (both present and future); and
  - (iii) issue debentures and other securities and any instrument (including any bond).
- (d) The Board may delegate any of its powers to:
  - (i) a Director;

- (ii) a committee of Directors;
- (iii) an employee of the Company; or
- (iv) any other person.

## 20 Negotiable instruments

All negotiable instruments and all receipts for money paid to the Company must be signed, drawn, accepted, endorsed or otherwise executed in such manner as the Board may determine.

## 21 Alternate Directors

### 21.1 Appointment and terms of appointment

- (a) If a Director wishes to appoint a member as an alternate, that Director must give notice to the Company detailing:
  - (i) the name, experience and qualifications of the member ;
  - (ii) the terms upon which the Director intends to appoint the member as an alternate, including whether the person is to exercise some or all of the powers of the Director and the proposed terms notified; and
  - (iii) whether or not the alternate is to get notice of each meeting the Director is entitled to attend.
- (b) The Board may ask for further information from the alternate in relation to the alternate's qualifications and experience.
- (c) If the alternate is a Director, the appointment will take effect immediately.
- (d) If the alternate is not a Director, at the first meeting of the Board after the notice of the proposed appointment has been received by the Board, the Board must consider the proposed appointment and either accept or reject the appointment. If the Board accepts the appointment of the alternate, the Director may appoint the person on the terms of appointment.
- (e) Where the alternate is not a Director, an appointment of a member as an alternate is not effective until a signed consent to the appointment is provided by that person to the Company. Accordingly, such an appointment will take effect on the later of the date of appointment and the date on which the Company received the signed consent.
- (f) An alternate is not an agent of the Director appointing the alternate.

## **21.2 No liability**

The Company is not responsible for ensuring that the terms of appointment of an alternate are complied with and accordingly, is not liable if those terms are not complied with.

## **21.3 Remuneration of alternate**

An alternate is not entitled to receive any fee (or other remuneration) from the Company for services performed as an alternate.

## **21.4 Notice and attendance at Board meetings**

If the notice appointing the alternate provides that the alternate is to receive notice of Board meetings, the Company must provide each alternate with notice. .

## **21.5 Voting of alternate**

An alternate is entitled to a vote for each Director that the alternate represents in addition to any vote the alternate may have as a Director in the alternate's own right.

## **21.6 Termination of appointment of alternate**

- (a) A Director who appointed an alternate may terminate the appointment of the alternate at any time by notice to the alternate, the Directors and the Company.
- (b) An alternate may terminate the alternate's appointment at any time by notice to the Directors and the Company.
- (c) A termination of appointment does not take effect until the Company has received notice of termination.

## **21.7 Cessation of appointment of alternate**

An alternate ceases to be an alternate if the person who appointed that alternate ceases to be a Director.

# **22 Remuneration and reimbursement for expenses**

## **22.1 Remuneration of Director**

The Company may pay a Director any fee (or other remuneration) it determines by resolution for services performed as a Director.

## **22.2 Reimbursement of expenses**

Directors and alternates are entitled to be reimbursed by the Company for reasonable costs and expenses incurred or to be incurred in connection with attendance at meetings of the Board and committees of the Board or other activities performed as directed by the Board.

# **23 Board meetings**

### **23.1 Convening meetings**

- (a) In the ordinary course, the Secretary or Board Nominee will convene Board meetings in accordance with the determinations of the Board.
- (b) A Director may at any time convene a Board meeting by notice to the other Directors.

### **23.2 Notice of meetings**

- (a) Reasonable notice of each Board meeting must be given to the Directors and each alternate entitled to receive notice (if any)
- (b) Each notice must state:
  - (i) the date, time and place (or places) of the Board meeting;
  - (ii) the general nature of the business to be conducted at the Board meeting; and
  - (iii) any proposed resolutions.

### **23.3 Omission to give notice**

No resolution passed at or proceedings at any Board meeting will be invalid because of any unintentional omission or error in giving or not giving notice of:

- (a) that Board meeting;
- (b) any change of place (or places) of that Board meeting;
- (c) postponement of that Board meeting; or
- (d) resumption of that adjourned Board meeting.

### **23.4 Use of technology**

A Board meeting may be convened or held using any technology consented to by all Directors. The consent may be a standing one. A Director may withdraw consent to the use of a particular technology within a reasonable time period before a meeting.

### **23.5 Quorum at meetings**

At least 70 % of eligible Directors must be present to constitute a valid quorum to commence a Board meeting.

During a Board meeting a quorum is at least 75% of the Directors and does not include alternatives. The Directors must be present in person. The quorum must be present at all times during the meeting.

### **23.6 Chair of meetings**

- (a) At the first meeting following the adoption of this Constitution by Resolution of the Company the President will be elected and act as chair.
- (b) In the event of a tied vote in respect to the election of the President, the Immediate Past President shall have one vote in the capacity as

Immediate Past President and if the Immediate Past President is a Director one vote in the capacity as Director.

- (c) The President will chair each subsequent Board meeting.
- (d) The President may nominate another director to chair part or all of a Board meeting.
- (e) If the chair is not present within 30 minutes after the time appointed for a Board meeting or if the chair is unwilling or unable to act as chair for the whole or any part of that Board meeting, the Directors present may elect a Director present to chair that Board meeting.

### **23.7 Passing resolutions at meetings**

- (a) A resolution of the Board must be passed by a majority of the votes cast by the Directors entitled to vote on the resolution.
- (b) Each Director present in person or by alternate is entitled to vote and has one vote.

### **23.8 Casting vote**

If on any resolution an equal number of votes are cast for and against a resolution, the chair has a casting vote in addition to any vote cast by the chair as a Director.

### **23.9 Conduct of meetings**

The chair of each Board meeting has charge of conduct of that meeting, of the procedures to be adopted and the application of those procedures at that meeting.

### **23.10 Written resolutions**

The Board may pass a resolution without a Board meeting being held if all the Directors entitled to vote on the resolution sign a document containing a statement that they are in favour of the resolution set out in the document. For this purpose, signatures can be contained in more than one document.

### **23.11 Minutes of meetings**

- (a) Within one month after each Board meeting, the Directors must record or cause to be recorded in the minute books:
  - (i) the proceedings and resolutions of each Board meeting; and
  - (ii) all resolutions passed without a Board meeting.
- (b) The chair, or the chair of the next Board meeting, must sign the minutes within one month after the meeting.
- (c) The minute books must be kept at the registered office.
- (d) The Directors may inspect the minute books between the hours of 9.00 am and 5.00 pm on any Business Day. No amount may be charged for inspection.

## **23.12 Committee meetings**

The rules of this Constitution relating to meetings (including resolutions and minutes) and proceedings of the Board with any necessary modifications apply to the meeting of any committee of the Board except that a quorum for a meeting of any committee is from time to time to be determined by the Board

## **24 Directors' interests**

### **24.1 Declaration of interest**

- (a) Any Director who has a material personal interest in a contract or proposed contract of the Company holds any office or owns any property such that the Director might have duties or interests which conflict or may conflict either directly or indirectly with the Director's duties or interests as a Director, must give the Board notice of the interest at a Board meeting.
- (b) A notice of a material personal interest must set out:
  - (i) the nature and extent of the interest; and
  - (ii) the relation of the interest to the affairs of Company.
- (c) The notice must be provided to the Board at a Board meeting as soon as practicable.

### **24.2 Voting by interested Directors**

A Director who has a material personal interest in a matter that is being considered at a Board meeting:

- (a) must not vote on the matter at a meeting; and
- (b) must not be present while the matter is being considered at the meeting and accordingly will not count for the purposes of determining whether there is a quorum.

## **25 Appointment of Secretary**

- (a) The Company must have at least one Secretary. The Board has the power to appoint a natural person to act as secretary on the terms and for such period as the Board may determine.
- (b) Any Secretary appointed may be removed at any time by the Board.

## **26 Removal and remuneration of Auditor**

### **26.1 Remuneration of Auditor**

The remuneration of the Auditor may be determined by the Company at a general meeting. If the remuneration is not determined at a general meeting, it may be determined by the Directors at a Board meeting.

## **26.2 Removal of Auditor**

- (a) The Company may remove an Auditor by resolution at a general meeting.
- (b) At least two months' notice must be given to the Company of the intention to move a resolution to remove an Auditor at a general meeting.
- (c) If notice of an intention to move a resolution to remove the Auditor at a general meeting is received by the Company the Auditor must be given a copy of the notice as soon as practicable.
- (d) The notice of an intention must also inform the Auditor that the Auditor:
  - (i) may submit written representations to the Company within seven days after receiving the notice and that the Auditor may request the Company to send a copy of the written representations to the Members before the resolution is voted upon; and
  - (ii) may speak at the general meeting or request that the written representations be read at the general meeting at which the resolution is to be put to a vote.

## **26.3 Auditor's attendance at general meetings**

The Auditor must be notified of and may attend, any general meeting. The Auditor is entitled to be heard at any general meeting it attends on any part of the business of the general meeting which concerns the Auditor.

## **27 Seal**

- (a) If the Company has a Seal the Directors must provide for the safe custody of the Seal (and any duplicate of it).
- (b) The Seal (and any duplicate of it) must not be used without the prior authority of the Board and when used, the Seal must be used in accordance with any direction of the Board.
- (c) If a document is to be executed by the use of the Seal, the fixing of the Seal must be witnessed by two Directors or a Director and Secretary.

## **28 Financial records**

### **28.1 Member's access to financial records**

The Board may determine whether and, if so, the extent to which and at what times and which place and under what conditions any financial record or other records of the Company may be inspected by Members.

## **28.2 Directors' access to financial records**

Any Director may at any time access and inspect any financial record and any other record of Company

## **28.3 Access to financial records after ceasing to be a Director**

The Board may determine that any person who is to cease or has ceased to be a Director may continue to have access to and inspect any financial record and any other record of the Company relating to the time during which the person was a Director.

# **29 Notices**

## **29.1 General**

Any notice, statement or other communication under this Constitution must be in writing, except that any notice convening a Board meeting does not need to be in writing.

## **29.2 How to give a communication**

In addition to any other way allowed by the Corporations Act, a notice or other communication may be given by being:

- (a) personally delivered;
- (b) left at the person's current address as recorded in the Register of Members;
- (c) sent to the person's address as recorded in the Register of Members by pre-paid ordinary mail or, if the address is outside Australia, by pre-paid airmail;
- (d) sent by fax to the person's current fax number for notices; or
- (e) sent by email to the person's current email address for notices.

## **29.3 Communications by post**

A communication is given if posted:

- (a) within Australia to an Australian address, three Business Days after posting;
- (b) outside Australia to an address outside Australia, ten Business Days after posting.

## **29.4 Communications by fax**

A communication is given if sent by fax, when the sender's fax machine produces a report that the fax was sent in full to the addressee. That report is conclusive evidence that the addressee received the fax in full at the time indicated on that report.

## **29.5 Communications by email**

A communication is given if sent by email, when the information system from which the email was sent produces a confirmation of delivery report which

indicates that the email has entered the information system of the recipient, unless the sender receives a delivery failure notification, indicating that the email has not been delivered to the information system of the recipient.

## **29.6 After hours communications**

If a communication is given:

- (a) after 5:00 pm in the place of receipt; or
- (b) on a day which is a Saturday, Sunday or bank or public holiday in the place of receipt,

it is taken as having been given at 9:00 am on the next day which is not a Saturday, Sunday or bank or public holiday in that place.

## **30 Indemnity and Insurance**

### **30.1 Indemnity**

- (a) To the extent permitted by the Corporations Act and subject to the Corporations Act, the Company must indemnify each officer, or any person who has been an officer, of the Company out of the assets of the Company against any liability, loss, damage, cost or expense incurred or to be incurred by the officer, in or arising out of the conduct of any activity of the Company or in or arising out of the proper performance of the officer's, duties including any liability, loss, damage, cost, charge and expense incurred by that officer, in defending any proceedings, whether civil or criminal, which relate to anything done or omitted to be done or alleged to have been done or omitted to be done by the officer, in which judgment is given in the officer's, favour or in which the officer, is acquitted or in connection with any application in relation to any such proceedings in which relief is granted by the court to the officer.
- (b) This indemnity is not intended to indemnify any officer, in respect of any liability in respect of which the Company must not give an indemnity and should be construed and, if necessary, read down accordingly.

### **30.2 Documenting indemnity**

The Company may enter into an agreement containing an indemnity in favour of any officer, Director or Secretary. The Board will determine the terms of the indemnity contained in the agreement.

### **30.3 Insurance**

- (a) To the extent permitted by the Corporations Act and subject to the Corporations Act, the Company may pay any premium in respect of a contract of insurance between an insurer and an officer, Director or Secretary or any person who has been an officer, Director or Secretary of the Company in respect of the liability suffered or incurred in or arising out of the conduct of any activity of the

Company and the proper performance by the officer, Director or Secretary of any duty.

- (b) If the Board determines, the Company may execute a document containing rules under which the Company agrees to pay any premium in relation to such a contract of insurance.

## 31 Winding up

If the Company is wound up any property that remains (after satisfaction of all debts and liabilities of the Company, the payment of the costs, charges and expenses of winding up) shall be transferred to another organisation with similar purposes and which has rules prohibiting the distribution of its assets and income to its members.