

**CONSTITUTION OF THE
AUSTRALIAN INSTITUTE OF BUILDING SURVEYORS**



Advocating a safe, sustainable and equitable built environment

Australian Institute of Building Surveyors Limited

AUSTRALIAN INSTITUTE OF BUILDING SURVEYORS

ACN 004 540 836

CONSTITUTION

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DEFINITIONS

In this Constitution, unless the context otherwise requires:

Associate Member	Associate Member means a person admitted as an Associate Member of the Institute but is not eligible to vote on Institute business.
Board	Board means the Board of Directors for the time being of the Institute.
By-Laws	By-Laws means By-Laws of the Institute made under 26.1 .
Chapter	Chapter means a Chapter of the Institute established under clause 25.1 .
Chapter budget	Chapter budget means the budget approved by the Board for a given Chapter.
Chapter Executive Committee	Chapter Executive Committee means a management committee for a Chapter established for the purpose of clause 25.1 .
Chapter election	Chapter election means the bi-annual election of the Chapter Executive by the Full Members within a Chapter.
Chapter President	Chapter President means the President for the time being of a Chapter.
Chapter rules	Chapter rules means the Chapter rules made under clause 25.2 .
Code of Professional Conduct	Code of Professional Conduct means the Code of Professional Conduct made under clause 26.1 .
Commonwealth	Commonwealth means the Commonwealth of Australia.
Constitution	Constitution means this Constitution and all supplementary constituted or amending Constitutions for the time being in force.
Corporations Act	Corporations Act means the Corporations Act 2001 (Commonwealth), as amended from time to time, and any subsequent, then current legislation replacing that Act as the corporations' legislation of the Commonwealth.
Director	Director means any Person occupying the position of a Director of the Institute by whatever named called.
Directors	Directors mean the Directors for the time being or such number of them as has authority to act for the Institute.
Full Member	Full Member means persons admitted as a Member of the Institute with the right to vote on Institute business.
Financial year	Financial year means the period of 12 months commencing on 1 July in any year and ending on

30 June in the following year.

General Meeting	General Meeting means a General Meeting of the members of the Institute or of a Chapter thereof (as the case may be or the context may require) lawfully convened and held in accordance with this Constitution.
Institute	Institute means the Australian Institute of Building Surveyors Ltd.
Member	Member means a person who has been admitted to the Institute as either a Full Member or Associate Member.
Membership fees	Membership fees mean such membership fees as may be imposed by the Institute from time to time under the By-Laws for Members and Associate Members.
National Policy	National Policy means a matter determined by the Board to have implications for the Institute or the members of the Institute in more than one Chapter and that is to be dealt with and/or implemented through the Board, rather than through the Chapters.
Objectives	Objectives means the Objectives of the Institute set out in clause 3 , as amended from time to time.
Office	Office means the principal place of business for the time being of the Institute.
Person	Person has the meaning ascribed to that term by section 22(1)(a) of the Acts Interpretation Act 1901 (Commonwealth).
President	President means the President for the time being of the Institute.
Register	Register means the register of members of the Institute to be kept pursuant to the Corporations Act.
Secretary	Secretary means any person appointed to perform the duties of Company Secretary of the Institute or any Person appointed to act temporarily as such.
Special Resolution	Special Resolution means a resolution that has been passed by at least 75% of the votes cast by Full Members entitled to vote on the resolution.
Vice President	Vice President means the Vice President for the time being of the Institute.

1 NAME

1.1 Company name

The name of the *Institute* is "Australian Institute of Building Surveyors Ltd".

2 CAPACITY

2.1 Legal capacity

Subject to the *Corporations Act*, the *Institute* has the legal capacity of a natural person including the capacity to exercise the powers set out in Section 124 of the *Corporations Act*. It is the intention that this *Constitution* will not restrict or prohibit the exercise by the *Institute* of any of these powers except as expressly stated.

2.2 Company Limited by Guarantee

The *Institute* is a company limited by guarantee.

3 OBJECTIVES

3.1 Objectives of the Institute

The *Objectives* for which the *Institute* is established are to:

- (a) Advocate a safe, sustainable and equitable built environment to the community, National, State and Local governments, the private sector and the academic community.
- (b) Ensure the public interest of building safety is maintained.
- (c) Ensure the structure and governance of the *Institute* allows continued membership growth through partnerships with allied professions.
- (d) Advance the professional interests of *Members*.
- (e) Establish, administer and review standards of competency amongst *persons* working professionally in the disciplines involved in building surveying.
- (f) Foster and strengthen the technical knowledge and professionalism of *persons* working professionally in the disciplines of building surveying.
- (g) Provide for and encourage the highest levels of competency in the disciplines of building surveying through education and training and the support of national continuous professional development.
- (h) Provide a forum for the exchange of knowledge and views pertaining to the disciplines of building surveying.
- (i) Harness the professions collective knowledge on issues affecting the profession and to collect and disseminate information concerning the disciplines of building surveying.
- (j) Deliver accountability and good corporate governance of the *Institute* to the *Members*.
- (k) Provide a Building Surveying Accreditation service to ensure the provision of the highest standards of service by Building Surveying professionals.
- (l) Do all other lawful things as are incidental or conducive to the attainment of these *Objectives* or any of them or which may advance the interests of the *Institute*.

4 NOT FOR PERSONAL PROFIT

4.1 Dedication to the Objectives

The income, property, resources and staff of the *Institute* shall be applied solely towards the promotion of the *Objectives* of the *Institute* as set out in this *Constitution*.

4.2 Restriction on use of funds

No portion of the income or property of the *Institute* shall be paid or transferred directly or indirectly by way of profit, dividends, bonus or otherwise to *Members*. This does not prevent the payment in good faith:

- (a) of remuneration to any office-bearer, employees or contractors of the *Institute* paid in return for any services rendered to the *Institute*, if such payment is approved by the *Board* in good faith, on arms-length terms; or
- (b) of remuneration to any *Member* or employee of any *Member* in return for any services rendered to the *Institute*, if such payment is approved by the *Board* in good faith, on arms-length terms; or
- (c) for goods supplied in the ordinary and usual course of business on ordinary terms; or
- (d) of interest at a reasonable and proper rate on money borrowed from any *Member* where such borrowing and interest rate is approved by the *Board*; or
- (e) of reasonable and proper rent for premises leased or licensed by any *Member* to the *Institute* as approved by the *Board*; or
- (f) of remuneration to a *Director* for any services rendered to the *Institute*, in a professional or technical capacity if such payment has prior approval of the *Board* and the amount is approved by a resolution of the *Board* and is on reasonable commercial terms; or
- (g) of remuneration to *Directors* for out-of-pocket expenses incurred in carrying out the duties of a *Director* provided that the amount is reasonable in the circumstances and the amount has been approved by the *Board*.

5 MEMBERS' GUARANTEE

5.1 Member contributions

Every *Full Member* undertakes to contribute an amount not exceeding \$20.00 to the property of the *Institute* if it is wound up while they are a *Full Member*, or within one year afterwards for:

- (a) payment of the debts and liabilities of the *Institute* contracted before the time when they ceased to be a *Full Member*;
- (b) the costs charges and expenses of winding up; and
- (c) an adjustment of the rights of contributories among themselves.

6 WINDING UP

6.1 Remaining assets

If the *Institute* is wound up or dissolved and, after the satisfaction of all its debts and liabilities, any assets whatsoever remain, the remaining assets shall not be paid or distributed to the *Members* but shall be given or distributed to some other fund, authority or institution having *Objectives* or purposes similar to the purposes of the

Institute and which is limited in its use of funds in substantially the same manner as provided for in **clause 4.2**, determined:

- (a) at a *General Meeting*; or failing which
- (b) by the liquidator of the Institute acting in good faith and as an officer of the Court and having due regard to the *Objectives*.

7 LIMITED LIABILITY

7.1 Limitation of liability

The liability of the *Full Members* is limited.

8 MEMBERS

8.1 Eligibility of Members

Eligibility for membership of the *Institute* shall be such *persons* who

- (a) at the date of the adoption of this *Constitution*, are *Members* of the *Institute*; or
- (b) the *Board* consider eligible for membership.

8.2 Member classes

(a) Full membership of the *Institute* shall be such *persons* who meet the criteria for admission as a *Full Member* and as defined in the *By-Laws*.

(b) Limited membership of the Institute shall be such persons who meet the criteria for admission as an *Associate Member* and such other categories as defined in the *By-Laws*.

8.3 Admission of Members

(a) The *Board* may admit as a *Member* any *person* who

- (i) satisfies the conditions set out in **clause 8.2**; and
- (ii) signs and forwards an application to be a *Member*, in the form approved from time to time by the *Board*, to the *Secretary*, by which the applicant agrees to be bound by the terms of this *Constitution*, the *By-Laws* and the *Code of Professional Conduct*; and
- (iii) is not otherwise ineligible to be a *Member* under this *Constitution*; and
- (iv) pays the appropriate membership or application fee (if required).

(b) The *Board*, in the process of assessing an application for the admission of an applicant to be a *Member*, may request information from the applicant to determine whether the applicant is suitable to be a *Member* of the *Institute*.

8.4 Misconduct of Member

The *Board* may censure, suspend or expel from the *Institute* any *Member*:

- (a) who does not comply with the provisions of this *Constitution*;
- (b) whose conduct, in the opinion of the *Board*, is unbecoming of a *Member* or prejudicial to the interests, image or welfare of the Institute;
- (c) who makes public statements which, in the opinion of the *Board*, are damaging to the reputation of the *Institute* or its *Board*; or

- (d) who fails to pay to the *Institute* any moneys due by the *Member* to the *Institute* after due notice has been given to the *Member*.
- (e) At least 14 days before the *Board* hold a meeting to censure, suspend or expel a *Member*, the *Board* must send a notice to the *Member* which states:
 - (i) the date, time and place of the meeting;
 - (ii) the allegations against the *Member*;
 - (iii) the resolution proposed by the *Board*; and
 - (iv) that the *Member* has an opportunity to address the allegations either orally at the meeting or in writing.

8.5 Refusal of applications for membership

The *Board* may refuse to admit as a *Member* any person who

- (a) is bankrupt pursuant to The Bankruptcy Act 1966(*Commonwealth*);
- (b) has been convicted of an indictable criminal offence; or
- (c) in the absolute discretion of the *Board*, fails to satisfy any other requirement set by the *Board* under **clause 8.3**

8.6 Chapter membership

Each *Member* shall

- (a) on admission as a *Member*, be admitted to a *Chapter* of the *Institute* according to the address the *Member* has notified to the *Secretary* from time to time;
- (b) be admitted as a *Member* in not more than one *Chapter*;
- (c) notify the *Secretary* of each change of their address and, should their updated address fall within the boundaries of a new *Chapter*, then their *Chapter* membership may be updated accordingly;
- (d) shall be subject to the obligations of a *Member* attached to the *Chapter* to which that *Member* belongs.

8.7 Cessation of membership

- (a) Any *Member* may offer their resignation in writing and they shall remain a *Member* until the *Board* accepts the resignation.
- (b) Any *Member* may be removed as a *Member* in accordance with the *By-Laws*.
- (c) Any *Member* may be removed as a *Member* by the *Board* if
 - (i) the *Member* is bankrupt pursuant to The Bankruptcy Act 1966(*Commonwealth*);
 - (ii) the *Member* is convicted of an indictable criminal offence;
 - (iii) in the opinion of the *Board* the *Member* has not abided by the values, principals and standards set out in the *Institutes* current *Code of Professional Conduct*;
 - (iv) the *Member* is expelled from the *Institute* in accordance with **clause 8.4**.
- (d) Any *Member* that resigns will not be eligible for any refund of fees and any outstanding amounts may be recovered by the *Institute*.

8.8 Continuing liability

A *person* who ceases to be a *Full Member* under **clause 8.7** shall remain liable for the members guarantee in accordance with **clause 5** for a period of twelve months following that cessation.

8.9 Fees

The *Board* may from time to time determine the amount of *Membership fees* payable by *Members* and shall be payable in such manner as the *Board* may determine (including by determining the fees under the *By-Laws*).

8.10 Associate Members rights

Associate Members are not entitled to vote for the purposes of this *Constitution* or the *Corporations Act* but may have such rights and privileges as the *Board* and the *By-Laws* permit.

9 REGISTER OF MEMBERS

9.1 Membership

The *Secretary* shall keep the *Register of Members* at the *Office* and shall enter in the *register* the

- (a) full names and addresses of *Members*;
- (b) principal place of business of each *Member*;
- (c) date on which each *person* becomes a *Member*;
- (d) class of membership to which the *Member* is admitted;
- (e) *Chapter* to which the *Member* is admitted, for the time being;
- (f) date on which any *Member* ceases to be a *Member* or alters their class of membership.

The *register* shall not be used for any other purpose and only the name and membership status shall be open for inspection.

9.2 Address of Members

- (a) Each *Member* must inform the *Secretary* in writing of any change in their address and any such change of address must be entered in the *Register of Members*.
- (b) The latest address in the *Register of Members* is deemed to be the *Member's* registered address.

10 INSTITUTE GENERAL MEETINGS

10.1 Annual General Meeting

An annual *General Meeting* of the *Institute* shall be held once in each calendar year and within 5 months after the end of the financial year unless the *Corporations Act* otherwise provides.

10.2 Holding of General Meetings

Subject to **clause 10.3**, *General Meetings* of *Members* are to be held at the times and places as determined by the *Board*, from time to time.

10.3 Convening of General Meetings

- (a) The *Board* may call a *General Meeting* whenever they think fit.
- (b) In accordance with section 249D the *Directors* must call a *General Meeting* and upon a requisition of the *Corporations Act* by;
 - (i) *Full Members* with at least 5% of the votes that may be cast at the *General Meeting*; or
 - (ii) A request from at least 100 *Full Members* who are entitled to vote at the *General Meeting*.
- (c) The request must be
 - (i) in writing, and
 - (ii) state any resolution to be proposed at the *General Meeting*, and
 - (iii) be signed by the *Full Members* making the request, and
 - (iv) be given to the Chief Executive Officer of the *Institute*.
- (d) Separate copies of a document setting out the request may be used for signing by *Full Members* if the wording of the request is identical in each copy.
- (e) The percentage of votes that *Full Members* have is to be worked out as at the midnight before the request is given to the *Institute*.
- (f) The *Directors* must call the meeting within 21 days after the request is given to the *Institute*. The meeting is to be held not later than 2 months after the request is given to the *Institute*.

10.4 Notice of Institute General Meetings

At least 21 days' notice shall be given of a *General Meeting* unless the *Corporations Act* otherwise provides. The notice shall specify the place, day and hour of meeting and in the case of special business, the business proposed for consideration.

10.5 Calculation of period notice (General Meeting)

In computing the period of notice under **clause 10.4**, both the days on which the notice is given or taken to be given and the day of the *General Meeting* convened by it are to be disregarded.

10.6 Non-receipt of notice (General Meeting)

The non-receipt of notice of a *General Meeting*, or the accidental omission to give notice of a *General Meeting* to a *person* entitled to receive notice does not invalidate any resolution passed at the *General Meeting*.

10.7 Business of meetings (General Meeting)

For the purposes of **clause 10** with the exception of the following, all business transacted at a *General Meeting* shall be special business:

- (a) receipt and consideration of the financial reports of the *Institute*, including the balance sheet and income and expenditure accounts and the reports of the auditors;
- (b) receipt and consideration of reports of the *Board*;
- (c) the appointment or election of *Directors* and office-bearers as required; and
- (d) appointment of the auditors.

10.8 Right of others to attend (General Meeting)

- (a) Any other *person* (whether a *Member* or not) requested by the *Board* to attend any *General Meeting* is entitled to be present and, at the request of the chairperson, to speak at that *General Meeting*.
- (b) The chairperson of a *General Meeting* may take any action the chairperson considers appropriate for the safety of persons attending the *General Meeting* and the orderly conduct of the *General Meeting* and may refuse admission to, or require to leave and remain out of, the *General Meeting* any person:
 - (i) possessing with intent to use a pictorial recording or sound recording device;
 - (ii) possessing a placard or banner;
 - (iii) possessing an article considered by the chairperson to be dangerous, offensive or liable to cause disruption;
 - (iv) who behaves or threatens to behave in a dangerous, offensive or disruptive way; or
 - (v) who is not entitled to receive notice of the meeting.

10.9 Use of technology (General Meeting)

The *Institute* may hold a *General Meeting* at two or more venues using any technology that gives the *Members* as a whole a reasonable opportunity to participate.

11 PROCEEDINGS AT INSTITUTE GENERAL MEETINGS

11.1 Quorum (General Meeting)

- (a) Fifteen (15) *Full Members* personally present or by proxy under **sub-clause 11.1(c)** and entitled to vote, is a quorum for all *General Meetings*.
- (b) Each individual present may only be counted once toward a quorum.
- (c) If a *Full Member* is not present at a *General Meeting* but has appointed:
 - (i) a proxy, that proxy may be counted toward a quorum; and
 - (ii) more than one proxy, only one of them may be counted toward a quorum.
- (d) The quorum must be present at all times during the *General Meeting* except as **clause 11.4** permits.

11.2 Lack of quorum (Institute General Meeting)

- (a) If within 15 minutes after the time appointed for the *General Meeting* a quorum is not present, where the meeting was convened upon the requisition of a *Full Member* the meeting shall be dissolved or in any other case the *General Meeting* will stand adjourned to the same day in the next week at the same time and place or to such other day time and place as the *Directors* determine but not being more than 14 days after the adjourned meeting.
- (b) If at the adjourned *General Meeting* a quorum is not present within 15 minutes after the time appointed for the *General Meeting*, then three (3) *Full Members*, present in person and entitled to vote is a quorum and if such reduced quorum is not then present the *General Meeting* will be dissolved.

11.3 Chairperson (General Meeting)

- (a) The *President* is to preside as chairperson at every *General Meeting*. If the *President* is not present within 15 minutes after the time appointed for the *General Meeting* or is unable or unwilling or refuses to act as chairperson of the *General Meeting*, then the *Vice President* shall preside as chairperson.
- (b) In turn if the *Vice President* is not present within 15 minutes after the time appointed for the *General Meeting* or is unable or unwilling or refuses to act as chairperson of the *General Meeting*, then *Directors* shall choose another *Director* as chairperson.
- (c) If no *Director* is so chosen or present or if the entire *Directors* present decline to take the chair, the *Full Members* present shall, by majority vote, choose one of their own to be chairperson.

11.4 Adjournment (General Meeting)

The chairperson of a *General Meeting* may with the consent of a meeting at which a quorum is present (and shall if directed by the meeting) by majority vote adjourn the meeting from time to time and place to place, but no business is to be transacted at an adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.

11.5 Notice of adjourned meeting (General Meeting)

It is not necessary to give notice of an adjournment or of the business to be transacted at an adjourned *General Meeting*, unless the *General Meeting* is adjourned for 30 days or more, in which case notice of the adjourned *General Meeting* is to be given as in the case of an original *General Meeting*.

11.6 Decision of resolutions (General Meeting)

- (a) A resolution put to the vote at a *General Meeting* (other than the election of the chairperson of a *General Meeting* or the adjournment of a *General Meeting*) is to be decided on a show of hands unless a poll is demanded by
 - (i) the chairperson (before or on the declaration of the result of the show of hands); or
 - (ii) a simple majority (not less than 50 percent plus one) of the *Full Members* present (or by proxy) having the right to vote at the *General Meeting*.
- (b) A resolution put to the vote at a *General Meeting* on the election of the chairperson of a *General Meeting* or the adjournment of a *General Meeting* is to be decided on a show of hands unless a poll is demanded by the chairperson (before or on the declaration of the result of the show of hands).

11.7 Minutes as evidence of result (General Meeting)

Unless a poll is duly demanded, a declaration by the chairperson that a resolution has, on the show of hands, been:

- (a) carried;
- (b) carried unanimously;
- (c) carried by a particular majority; or
- (d) lost or not carried by a particular majority,

and recorded in the minutes of the proceedings of the *Institute* signed by the chairperson, is conclusive evidence of the fact, without proof of the number or proportion of the votes recorded in favour of or against the resolution.

11.8 Taking of poll (General Meeting)

- (a) If a poll is duly demanded it shall be taken in that meeting, in accordance with the *By-Laws* and either at once or after an adjournment.
- (b) The result of the poll will be deemed to be the resolution of the *General Meeting* at which the poll was demanded provided that a poll on the election of a chairperson of a *General Meeting* or on any question of adjournment shall be taken at the *General Meeting* and without adjournment.
- (c) The demand for a poll does not prevent the *General Meeting* continuing for the transaction of any business other than the question on which a poll has been demanded.
- (d) The demand for a poll may be withdrawn.
- (e) In the case of a dispute as to the admission or rejection of a vote on a show of hands or on a poll, the chairperson shall determine the dispute and the determination made in good faith will be final and conclusive.

12 VOTES OF MEMBERS

12.1 Entitlement to vote (General Meetings)

Every *Full Member* who is financial and present in *person* or represented by proxy at a *General Meeting*, is entitled, subject to this *Constitution* to cast one vote, whether on a show of hands or on a poll

12.2 Casting vote (General Meetings)

In the case of an equality of votes cast at a *General Meeting*, the chairperson of the meeting at which the vote is taken is entitled to a casting vote in addition to any votes to which he or she is entitled as a *Full Member*.

12.3 Voting objections (General Meetings)

No objection shall be raised to a *person's* eligibility to vote except at the *General Meeting* or adjourned *General Meeting*. Any *person* not eligible to vote at a *General Meeting* or an adjourned *General Meeting* is not to be permitted to vote.

Any such objection made in due time shall be referred to the chairperson of the *General Meeting* whose decision shall be final and conclusive.

13 PROXIES

13.1 Appointment of proxy

Subject to the *Corporations Act*, a *Full Member* may only appoint one proxy.

13.2 Instrument of proxy

The instrument appointing a proxy shall be in writing signed by the appointer or by their attorney duly authorised in writing and may be for a specified meeting and any adjournment thereof.

13.3 Proxy to be deposited at Office

An instrument appointing a proxy is received when it is received at any of the following:

- (a) the *Office*, 48 hours prior to the commencement of the *General Meeting* or adjourned *General Meeting*;
- (b) a facsimile number at the *Office*, 48 hours prior to the commencement of the *General Meeting* or adjourned *General Meeting*; or
- (c) a place, facsimile number or electronic address specified for the purpose in the notice of *General Meeting*, 48 hours prior to the commencement of the *General Meeting* or adjourned *General Meeting*;
- (d) in *person* to the *Secretary* or the *President* or *Chapter President*, 48 hours prior to the commencement of the *General Meeting* or adjourned *General Meeting*.

13.4 Form of proxy

An instrument appointing a proxy is valid if it is signed by the *Full Member* making the appointment and contains the following information:

- (a) the *Full Member's* name and address;
- (b) the *Institute's* name;
- (c) the proxy's name or the name of the office held by the proxy; and
- (d) the *General Meetings* at which the appointment may be used.

An appointment of a proxy need not be witnessed and a later appointment revokes an earlier one if both appointments could not be validly exercised at the *General Meetings*.

An instrument of proxy in which the name of the appointee is not filled in is taken to be given in favour of the chairperson of the *General Meetings* to which it relates.

13.5 Power to demand poll

The instrument appointing a proxy is taken to confer authority to demand or join in demanding a poll.

13.6 Votes of proxies

A vote given in accordance with the terms of an instrument of proxy is valid despite the previous death or unsoundness of mind of the appointer, or revocation of the instrument or, of the authority under which the instrument was executed, unless notice in writing of the death, unsoundness of mind or revocation is received by the *Institute* at or before the *General Meeting* or adjourned *General Meeting* at which the instrument is used.

A proxy is not revoked by the appointer attending and taking part in any *General Meeting* but if the appointer votes on a resolution, the *person* acting as proxy for that appointer has no vote as proxy on that resolution.

13.7 Identification of proxy

The chairperson of a *General Meeting* may require a *person* acting as a proxy to establish to the satisfaction of the chairperson that they are the *person* nominated as proxy in the form of proxy lodged under this *Constitution*. If the *person* does not comply, that *person* may be excluded from voting.

13.8 Electronic authentication of appointment of proxy

- (a) An electronic authentication of an appointment of a proxy must include;
 - (i) a method of identifying the *Full Member*, and
 - (ii) an indication of the *Full Member's* approval of the information communicated.
- (b) If a *Full Member* appoints a proxy by e-mail or Internet-based voting
 - (i) the *Full Member* must be identified by personal details (for example, the *Full Member's* name, address and date of birth); and
 - (ii) the *Full Member's* approval of the information communicated must be communicated by a form of security protection (for example, the entering of a confidential identification number such as an Institute membership number).

13.9 Power of attorney

If a *Full Member* executes or proposes to execute an instrument or to act by or through an attorney the *Full Member* shall produce to the *Institute* within the time prescribed by **clause 14.3** the instrument appointing the attorney or a certified copy of the instrument.

14 DIRECTORS

14.1 Board composition

The *Board* will comprise:

- (a) One *Director* appointed by each *Chapter* inclusive of the *President* appointed under **clause 14.4**,
- (b) The Immediate Past *President*

14.2 Terms

Subject to **clause 14.3** the terms of office for *Board* members shall be as follows:

- (a) A *Director* appointed by a *Chapter Executive Committee* from the members of the *Chapter Executive Committee*: two years and shall be eligible for re-appointment by the *Chapter Executive Committee* at the end of each such term in accordance with the *By-Laws*;
- (b) The *President*: two (2) years and the *President* shall be eligible for re-appointment at the end of the term subject appointment under **clause 14.2(a)**.

14.3 Retirement

Directors will retire on the completion of their term and each retired *Director* can be presented for re-election or re-appointment subject to compliance with the requirements of **sub-clause 14.2(a)**

14.4 Process for appointment of President

- (a) At the next meeting of the *Board* called in accordance with **clause 19.3** immediately after the Annual *General Meeting* of the *Institute* from which the serving *Directors* are due to retire and the office of *President* is vacant, the *Board* shall, from amongst its *Directors* call for nominations for and elect a *person* to be *President*.

- (b) At the meeting of the *Directors* called in accordance with **clause 14.4(a)** the *Directors* shall elect a chairperson in accordance with **clause 19.5(c)** until such time as the *President* is elected
- (c) In the event of more than one (1) nomination for *President* is received, an election shall occur by secret ballot
- (d) If, on any count of votes, there are two (2) candidates in, or remaining in, the election and the numbers of votes cast for the 2 candidates are equal—the candidate whose name is first chosen by lot is taken to have received an absolute majority of votes and is therefore taken to be elected.
- (e) If, on any count of votes, there are 3 or more candidates in, or remaining in, the election and the numbers of votes cast for 2 or more candidates are equal and those candidates are the ones with the lowest number of votes on the count of the votes—the candidate whose name is first chosen by lot is taken to have the lowest number of votes and is therefore excluded.
- (f) Should no nominations be received, or at the *Board's* discretion, the *Board* may call for nominations from the general body of membership and elect a *person* to be *President*.
- (g) The *President* shall be a *Full Member* of the *Institute*. In the circumstances of a vacancy in the office of *President*, the *Vice President* shall serve as the *President* until the end of the next Annual *General Meeting* of the *Institute*.
- (h) The *President Elect* shall become the *President* of the office of *President* falling vacant from the end of the next Annual *General Meeting* of the *Institute* following the vacancy.

14.5 Full Members election to office

Subject to **clause 14.2** each *Chapter* shall elect a *Director* and the election shall be conducted by secret ballot, and only *Chapter Executive Committee* members are permitted to vote in any such election.

14.6 Commencement of term

- (a) The *Directors* and *President* of the *Institute* appointed at the time of the adoption of this *Constitution* shall continue as *Directors* and *President* until the conclusion of their current term.
- (b) Each subsequent *Board* shall be appointed at each Annual *General Meeting* of the *Institute* and hold office from the close of the Annual *General Meeting* to the close of the Annual *General Meeting* most proximate to the expiry of their term of office, but subject to **clause 14.5**.

14.7 Directors' duty

In accordance with *Corporations Act*, each *Director* shall be bound to act in the interests of the *Institute* as a whole and may not act in the interests of any one or more *Members* or stakeholders who might have assisted their appointment to the *Board* (except to the extent that such interests coincide with the interests of the *Institute* as a whole).

14.8 Process for Chapter appointment

Each *Chapter* shall hold an election of its *Chapter Executive Committee* and its *Director* not less than one clear week prior to the Annual *General Meeting* of the *Institute*.

14.9 Remuneration for Directors

Directors may receive remuneration for their services as a *Director*, but only as permitted in **clause 4.2**.

14.10 Vacancies

- (a) If any vacancy occurs in the *Board* for any reason (including under **clause 15.1** or **16.1**), that vacancy shall be filled within three (3) calendar months (or such longer period as the *Directors* may otherwise resolve) by the *Board* unless an annual *General Meeting* of the *Institute* is anticipated to occur within six (6) calendar months of the vacancy arising.
- (b) The *Full Member* filling the vacancy shall retire at the next occurring Annual *General Meeting* of the *Institute* but may stand for re-election.
- (c) All such appointments shall be made in accordance with **clause 16.2**.
- (d) The continuing *Directors* may act despite any vacancy in the *Board*. If however the number of *Directors* falls below the minimum number fixed under this *Constitution*, the *Directors* may only act:
 - (i) for the purpose of increasing the number of *Directors* to the minimum by summoning an *General Meeting* of the *Institute*; or
 - (ii) in emergencies, but for no other purpose.

15 REMOVAL OF DIRECTORS

15.1 Removal of Directors

- (a) The *Full Members* may by resolution in a *General Meeting* of the *Institute* remove any *Director* from office subject to sub-clause (b) of this clause.
- (b) No resolution for the removal of a *Director* from office is to be put to a *General Meeting* of the *Institute* unless the requirements for the removal of a *Director* under the *Corporations Act* have been met.

16 DISQUALIFICATION OF DIRECTORS

16.1 Disqualification of Directors

The office of *Director* shall be vacated if the *Director*:

- (a) ceases to be or is removed as a *Director* pursuant to the *Corporations Act* or under **clause 15**;
- (b) is no longer a *Full Member* of the *Institute*;
- (c) resigns from office by notice in writing to the *President* or *Secretary* of the *Institute*;
- (d) without the permission of the other *Directors*, is absent from the meetings of the *Directors* for three (3) consecutive *Directors* meetings; or
- (e) is bankrupt pursuant to The Bankruptcy Act 1966 (Commonwealth);
- (f) becomes of unsound mind or a *person* whose *person* or estate is liable to be dealt with in any way under the law relating to mental health;
- (g) is directly or indirectly interested in any contract or proposed contract with the *Institute* and fails to declare the nature of that interest as required by the *Corporations Act*

- (h) is overdue for three (3) months or more in payment of any subscription or levy to the *Institute*;
- (i) is appointed to any salaried office of the *Institute*.

16.2 Replacement of Director

Where the office of *Director* is vacated under **clause 16.1** or **clause 14.10** the relevant *Chapter* may elect another *Chapter Executive Committee* member to stand in the *Directors* position for the remainder of the original *Director's* term of office.

16.3 Replacement of Immediate Past President

Where the office of Immediate Past *President* is vacated under **clause 16.1** or by reason of disability or any other cause, the *Board* may appoint some other Past *President*. The person appointed shall hold office for the balance of the unexpired term of the person being replaced.

17 POWERS AND DUTIES OF DIRECTORS

17.1 Management of the Institute

- (a) The management of the business and affairs of the *Institute* is vested in the *Directors*.
- (b) The powers of the *Directors* are subject to the *Corporations Act* and this *Constitution*.

17.2 Cheques, negotiable instruments and receipts.

All cheques and other negotiable instruments and receipts for money paid to the *Institute* shall be signed, drawn, accepted, endorsed or otherwise executed by the *persons* and in the manner as the *Board* determines.

17.3 Sale of undertaking

The decision of the *Board* to merge the operations of the *Institute* with any other body or to transfer the operations of the *Institute* to any other body shall be by a *Special Resolution* at a *General Meeting*.

At the meeting to ratify any merger or disposal, any *person* who may benefit from the sale or disposal shall not vote on the resolution.

18 DIRECTORS' CONTRACTS

18.1 Directors' interests

Subject to the *Corporations Act* and **clause 18.2**:

- (a) No *Director* or proposed *Director* is disqualified by that office from:
 - (i) entering into a contract, agreement or arrangement with the *Institute*;
 - (ii) becoming or remaining a *Director* of any company in which the *Institute* is in any way interested or which is in any way interested in the *Institute*;
- (b) No contract, agreement or arrangement in which a *Director* is in any way interested, entered into by or on behalf of the *Institute* can be avoided merely because of that *Director's* interest; and
- (c) No *Director* who:

- (i) enters into a contract, agreement or arrangement in which the *Director* has an interest; or
- (ii) is a *Director* of the other company with which the *Institute* has entered into the contract, agreement or arrangement,

is liable to account to the *Institute* for any profits or remuneration realised by that *Director* as a result of his or her being interested or being a *Director* of the other company.

18.2 Declaration of interest

- (a) The nature of a *Director's* interest in any contract, agreement or arrangement shall be declared by that *Director* at a meeting of the *Directors* in accordance with the *Corporations Act* as soon as practicable after the relevant facts have come to their knowledge.
- (b) A general notice that a *Director* is a member of any specified firm or corporation and is to be regarded as interested in all transactions with that firm or corporation is a sufficient declaration under this clause as regards the *Director* and the transactions.
- (c) After giving the general notice it is not necessary for the *Director* to give any special notice relating to any particular transaction with that firm or corporation.
- (d) The *Secretary* shall record in the minutes any declaration made or any general notice given by a *Director* under this clause.

18.3 Votes by interested Directors

Subject to the *Corporations Act*, a *Director* who has a material personal interest in a matter that is being considered at a meeting of *Directors*:

- (a) shall not vote on the matter (or in relation to a proposed resolution under **clause 19.3(b)(ii)** in relation to the matter, whether in relation to that or a different *Director*); and
- (b) shall not be present while the matter (or a proposed resolution of that kind) is being considered at the meeting, unless:
 - (i) the matter applies to an interest that the *Director* has as a *Full Member* in common with the other *Full Members*; or
 - (ii) the *Directors* have passed a resolution that specifies the *Director*, the interest and the matter, and states that the *Directors* voting for the resolution are satisfied that the interest does not disqualify the *Director* from considering or voting on the matter.

19 PROCEEDINGS OF DIRECTORS

19.1 Procedure generally

The *Directors* may meet together for the dispatch of business and adjourn and otherwise regulate their meetings as they think fit, but shall meet at least once every year and may meet using such technology and at any number of places as determined by the *Board*.

19.2 Quorum (Board meetings)

The quorum for a meeting of the *Board* is the next whole number after one-half of the number of *Directors* in office, or such higher number as determined by the *Board* from time to time.

19.3 Calling of Board meetings

A *Director* may at any time call a meeting of the *Board* by notice to the other *Directors*. Notice may be given to a *Director* either personally, by electronic mail or by posting it in a prepaid envelope or wrapper addressed to the *Director* at any address supplied by them for that purpose.

19.4 Notice of Board meetings

Notice of a meeting of the *Board* is to be given to all *Directors* except to a *Director* whom the *Secretary* when giving notice to the other *Directors* reasonably believes that *Director* is not able to be contacted.

19.5 Chairperson of meetings

- (a) Subject to **clause 19.5(b)** and **(c)**, the *President* will be the chairperson of *Board* meetings.
- (b) If the *President* is not present within 30 minutes of the time appointed for the holding of the meeting without explanation or is unable or unwilling or refuses to act, the *Vice President* shall chair the *Board* meeting.
- (c) If in the absence of the *President*, the *Vice President* is also not present within 30 minutes of the time appointed for the holding of the meeting without explanation or is unable or unwilling or refuses to act, the *Directors* present shall elect a chairperson of their *Board* meeting from among themselves.

19.6 Determinations at Board meetings

- (a) Subject to **clause 19.7**, questions arising at any meeting of the *Board* are to be decided by a majority of votes.
- (b) Each *Director* has one vote and a determination by a majority of the *Directors* will for all purposes be deemed a determination of the *Directors*.
- (c) If there is equality of votes at a meeting at which a quorum is present the chairperson has a second or casting vote in addition to a deliberative vote.

19.7 Validation of irregular acts

Any act done by any meeting of the *Board* or by a *Committee* or by any *person* acting as a *Director* will be valid even if it is later discovered:

- (a) that there was some defect in the appointment or continuance in office of a *Director* or such other *person*; or
- (b) that any of them was disqualified or had vacated office or were not entitled to vote.

19.8 Written resolutions

- (a) A resolution in writing, forwarded to every *Director*, signed by not less than three fourths of the *Directors* or other written evidence of consent given by all *Directors* for the time being in Australia (not being less than a quorum) is as valid and effectual as if it had been passed at a meeting of *Directors* duly held. That resolution may consist of several copies of a document each

signed (including by “email” under the account of a *Director*) by one or more *Directors*.

- (b) The signed copies of the resolutions must be returned to the *Secretary* within 28 days of the date of dispatch from the *Office*.

19.9 Voting authority (Board meetings)

A *Director* who is unable to attend a meeting of the *Board* may authorise another *Director* to vote at that meeting and the *Director* authorised will have one vote for each *Director* by whom they are so authorised in addition to his or her own vote. Any such authority shall be in writing (including by email or fax) and shall be produced at the meeting at which it is to be used and be left with the *Secretary* for retention with the *Institute's* records.

20 AMENDMENT OF THIS CONSTITUTION

20.1 Amending the Constitution

The *Constitution* of the *Institute* may only be added to, or amended, rescinded or replaced by a *Special Resolution* of the *Full Members*.

21 BORROWING POWERS

21.1 Borrowing

The *Directors* may exercise all the powers of the *Institute* to:

- (a) borrow money;
- (b) mortgage or charge all or part of its undertaking and assets; and
- (c) issue debentures, debenture stock and other securities outright or as security for any debt, contract, guarantee, engagement, obligation or liability of the *Institute* or of any third party, on the terms and conditions as the *Directors* think fit.

22 MINUTES

22.1 Keeping minutes

The *Directors* shall cause minutes to be kept in accordance with the *Corporations Act*:

- (a) of the names of the *Directors* present at each meeting of the *Board* and of any committee; and
- (b) of all resolutions and proceedings of *General Meetings* and of meetings of the *Board* and of committees.
- (c) The minutes shall be signed by the chairperson of the *General Meeting* at which the proceedings were held or by the chairperson of the next *General Meeting*.

23 FINANCIAL RECORDS

23.1 Financial and other records

The *Directors* shall cause proper financial and other records to be kept and provide annual financial reporting to *Full Members* as required by the *Corporations Act*.

23.2 Time for financial reports

The interval between the end of a *Financial Year* of the *Institute* and the annual financial reporting to *Full Members* shall not exceed the period (if any) prescribed by the *Corporations Act*.

24 INSTITUTE ADMINISTRATION

24.1 Chief Executive Officer

- (a) The *Board* shall appoint a Chief Executive Officer of the *Institute* and they shall be the *Institute's* Secretary.
- (b) The *Board* may terminate a Chief Executive Officers employment contract.

24.2 Powers of the Chief Executive Officer

Subject to the Law and to this *Constitution*, the *Board of Directors* may vest in the Chief Executive Officer such powers and authorities as it may from time to time determine and the Chief Executive Officer shall exercise all such powers and authorities' subject at all times to the control of the *Board*.

24.3 Attendance at meetings

The Chief Executive Officer shall not be a member of the *Board* but shall be entitled, subject to conflicts of interest and directions by the *Board*, to attend all meetings thereof, meetings of its committees and approved sub-committees and all *General Meetings* of the *Institute* and may be heard on any matter but shall not be entitled to vote.

24.4 Appointment of committees

The *Board* may delegate any of its powers to committees consisting of *Directors* or other *persons* as the *Board* thinks fit. Any committee formed shall comply with the regulations that may be imposed on it by the *Board* in exercising the committee's delegated power.

24.5 Procedure of committees

The meetings of Committees consisting of more than one *person* are governed by the clauses of this *Constitution* regulating the meetings of the *Directors* so far as they are applicable.

24.6 Specific committees

Without limiting **clause 24.4**, the *Board* may appoint committees to deal with the following services but not limited to:

- (a) Strategic Directions;
- (b) Finance;
- (c) Risk;
- (d) Governance;
- (e) Policy;
- (f) Advocacy;
- (g) Education;
- (h) Technical;

- (i) Accreditation, and
- (j) Continuing Professional Development.

25 CHAPTER ADMINISTRATION

25.1 Chapters

- (a) The *Institute* may have *Chapters* in each State and Territory of the *Commonwealth* or in such other place as the *Board* may determine.
- (b) The *Board* may:
 - (i) include any part of any State, Territory or place in a *Chapter* established in some other State, Territory or place;
 - (ii) include in an any *Chapter* any place not situated in such other State, Territory or place;
 - (iii) create a new *Chapter* in any place; or
 - (iv) terminate any *Chapter*

25.2 Chapter affairs

Each *Chapter* shall

- (a) be subject to the direction and control of the *Board*;
- (b) be subject to the conditions imposed by the *Constitution* and *By-Law*;
- (c) have a *Chapter Executive Committee* elected by the *Full Members* of that *Chapter* from the membership of that *Chapter*;
- (d) be responsible for the election of its *Chapter Executive Committee* in accordance with the *By-Laws*;
- (e) be responsible for the conduct of the *Institute's* business within the *Chapter* boundaries, with the exception of any program reserved by the *Board* for *National Policy* implementation;
- (f) assist in the preparation of the *Institute* budget.

26 BY-LAWS

26.1 Power to make, repeal or amend By-Laws

- (a) The *Board* shall have the power to make, amend and repeal *By-Laws* of the *Institute*:
 - (i) for the purpose of giving effect to the *Objectives* of the *Institute*, and
 - (ii) to provide for the governance of the *Institute*, its *Chapters* and its *Members*;
 - (iii) to provide for the recognition of Fellows and Life Fellows;
 - (iv) to provide for an AIBS *Code of Professional Conduct* to which all *Members* shall comply; and
 - (v) to provide for fees payable by *Members* and applicants for membership.
- (b) Any such *By-Laws* will be notified in writing to the *Members* and shall be valid and binding on them, as applying from time to time.

- (c) The *Board* shall have the power to make, amend and repeal *Chapter Rules* or *Operational Guidelines*, to provide for the governance of the *Chapter*, its *Members* and the *Chapters* conduct and accountability.
- (d) Any such *Chapter Rules* or *Operational Guidelines* will be notified in writing to the *Chapter* members and shall be valid and binding on them and their *Chapter Executive Committee*.
- (e) Each *Chapter Executive Committee* shall be responsible to oversee the application and implementation of the *Chapter Rules*, at first instance.

27 COMPANY SEAL

27.1 Use of common seal

- (a) The *Institute* may have a common seal. If the *Institute* does have a common seal, the *Institute* shall set out on it:
 - (i) if the *Institute* has an Australian Company Number (ACN) in its name – the *Institute's* name: or
 - (ii) otherwise – the *Institute's* name, the expression “Australian Company Number” and the *Institute's* ACN provided however if by law the ACN is replaced, repealed or substituted then the *Board* shall by resolution adopt such features in the common seal as it sees fit to comply with the law.
- (b) The *Institute* may have a duplicate common seal. The duplicate shall be a copy of the common seal with the words “duplicate seal”, “share seal” or “certificate seal” added.
- (c) A *person* shall not use, or authorise the use of, a seal that purports to be the common seal of the *Institute* or a duplicate, if the seal does not comply with the requirement set out in **clauses 27.1(a)** and **27.1(b)**.
- (d) The *Institute* may execute a document without using a common seal if the document is signed by:
 - (i) two (2) *Directors* of the *Institute*; or
 - (ii) a *Director* and a *Secretary* of the *Institute*.
- (e) The *Institute* may execute a document with a common seal if the seal is fixed to the document and the fixing of the seal is witnessed by:
 - (i) two (2) *Directors* of the *Institute*; or
 - (ii) a *Director* and a *Secretary* of the *Institute*.
- (f) The *Institute* may execute a document as a deed if the document is expressed to be executed as a deed and is executed in accordance with **clause 27.1(d)** or **27.1(e)**.

28 NOTICES

28.1 Notices to Members

The *Institute* may give notice to a *Full Member*:

- (a) Personally;
- (b) By sending it by post to the *Full Member* at their registered address;

- (c) By sending it to the fax number or electronic mail address (if any) nominated by the *Full Member*, or
- (d) In any other way allowed under the *Corporations Act*.

28.2 Deemed service

- (a) If a notice is sent by post, service of the notice is deemed to be effected by properly addressing, prepaying and posting a letter containing the notice and to have been effected at the time at which the letter would be delivered in the ordinary course of post;
- (b) A notice sent by fax is deemed to be received on production of a transmission report by the machine from which the fax was sent which indicates that the fax was sent in its entirety to the fax number of the recipient if produced before 5pm on a Business Day, otherwise on the next *working day*.
- (c) A notice sent by electronic mail is deemed to be received on the day of transmission, if transmitted before 5pm on a *working day*, otherwise on the next *working day*.
- (d) A notice sent by electronic mail is deemed not to be served only if the computer system used to send it reports that delivery failed.

28.3 Persons entitled to notice of General Meeting

Notice of every *General Meeting* shall be given in the manner authorised to:

- (a) every *Member*;
- (b) the Auditor for the time being (if any) of the *Institute*.

No other *person* is entitled to receive notices of *General Meetings*.

29 FUNDS

29.1 Application of funds

- (a) All monies received on account of the Institute shall be paid into an account of the *Institute* at its Bankers.
- (b) The funds of the *Institute* shall be applied in accordance with the Budget approved by the *Board* subject to any directions that may be given from time to time by the *Board*.

30 PRIVILEGED COMMUNICATIONS

30.1 Communications privacy

Subject to the Privacy Act 2000, all communications, correspondence, reports, minutes and other papers and documents relative to

- (a) any application of the *Board* or a *Chapter Executive Committee*;
- (b) the admission or advancement of *Members*;
- (c) complaints or investigations;
- (d) the suspension or forfeiture of membership of any *Member*;
- (e) proceedings of any committee appointed under the provisions of this *Constitution*
- (f) communications in confidence

(g) staff members

shall be privileged and confidential and shall not be passed out of the custody of the Chief Executive Officer and shall not be disclosed outside either the *Board* or *Chapter Executive Committee* save on the express authority of the *Board* or *Chapter Executive Committee* as the case may be as recorded in the minutes or save as may be considered necessary to give a *Member* concerned any required notice.

31 INDEMNITY

31.1 Indemnity

Subject to section 199A of the *Corporations Act*, a *person* who is or has been an officer (as defined in the *Corporation Law*) or auditor of the *Institute* is indemnified, (to the maximum extent permitted by law), out of the assets of the *Institute* against any liability incurred by the *person* as such an officer or auditor:

- (a) to another *person* (other than the *Institute* or a related body corporate) unless the liability:
 - (i) is for a pecuniary penalty order under section 1317G of the *Corporations Act* or a compensation order under section 1317H of the *Corporations Act*; or
 - (ii) arises out of conduct involving a lack of good faith; and
- (b) for legal costs and expenses incurred by the *person*, unless the costs and expenses are incurred:
 - (i) in defending or resisting proceedings in which the *person* is found to have a liability for which they could not be indemnified under section 199A(2) of the *Corporations Act*;
 - (ii) in defending or resisting criminal proceedings in which the *person* is found guilty;
 - (iii) in defending or resisting proceedings brought by Australian Securities and Investment Commission or a liquidator for a court order if the grounds for making the order are found by the court to have been established; or
 - (iv) in connection with proceedings for relief of the *person* under the *Corporations Act* in which the court denies the relief.

31.2 Insurance

Except to the extent precluded by the *Corporations Act* including section 199B, the *Institute* may pay or agree to pay a premium in respect of a contract insuring a *person* who is or has been an officer (as defined in the *Corporations Act*) or auditor of the *Institute* or of a related body corporate of the *Institute* against any liability:

- (a) incurred by the *person* as such an officer or auditor which does not arise out of contravention of sections 182 or 183 of the *Corporations Act*; or
- (b) for costs and expenses incurred by the *person* in defending proceedings as such an officer, whether civil or criminal and whatever their outcome.

32 INTERPRETATION

32.1 Replaceable rules inapplicable

The replaceable rules in the *Corporations Act* do not apply to the *Institute* unless repeated in this *Constitution* or specifically made applicable to this Company by a provision of this *Constitution*.

32.2 Construction

In this *Constitution* unless the context otherwise requires:

- (a) words in the singular include the plural and vice versa;
- (b) any gender include(s) the other genders;
- (c) if a word or phrase is defined, its other grammatical forms have corresponding meanings;
- (d) “**includes**” means includes without limitation;
- (e) a reference to:
 - (i) a *person* includes a partnership, joint venture, unincorporated association, corporation and a government or statutory body or authority;
 - (ii) any legislation or subordinate legislation includes any corresponding later legislation or subordinate legislation;
 - (iii) writing includes any mode of representing or reproducing words in tangible and permanently visible form, and includes facsimile transmission; and
 - (iv) month means a period commencing on any day of a calendar month and ending on:
 - A. the corresponding day in the next succeeding calendar month; or
 - B. (if a corresponding day does not occur in the next succeeding calendar month), the last day of the next succeeding calendar month;
 - (v) this *Constitution* includes any schedules and annexures; and
 - A. subject to this **clause 32.2**, Division 10 of Part 1.2 of the *Corporations Act* applies in relation to this *Constitution* as if this *Constitution* were an instrument referred to in section 110B of the *Corporations Act*.
- (f) in the case of any conflict, or inconsistency between the terms of this *Constitution* and:
 - (i) the *By-Laws*;
 - (ii) the *Chapter Rules*; or
 - (iii) the terms of any other agreement or document relating to or affecting the business or affairs of the *Institute*,
 the terms of this *Constitution* will prevail to the extent of the inconsistency.
- (g) the decision of the *Board* shall be final and conclusive provided such decision is in writing and recorded as proceedings of the *Board*.

32.3 Jurisdiction

This *Constitution* is governed by the laws of New South Wales.