



Constitution of the Australasian Society of Association Executives

A Public Company Limited by Guarantee

Revised Wednesday, 10 May 2017

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The Australasian Society
of Association Executives

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1. Name of the Company

The name of the Company is Australasian Society of Association Executives.

2. Type of Company

- a. The Company is a not-for-profit public company limited by guarantee.
- b. 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:
 - i. payment of debts and liabilities of the Company;
 - ii. payment of the costs, charges and expenses of winding up; and
 - iii. any adjustment of the rights of the contributories among Members.
- c. The amount that each Member or Past Member is liable to contribute is limited to \$30.00.

3. Replaceable Rules

This Constitution displaces the Replaceable Rules to the extent that it is inconsistent with any Replaceable Rules.

4. Definitions and Interpretation

4.1 Definitions

In this Constitution, unless there is something in the subject or context which is inconsistent:

Act means the *Corporations Act* 2001. *Association* means a not-for-profit organisation (including an industry and professional association, member benefit organisation and charity).

Board means the board of Directors.

By-Laws means the by-laws adopted and amended by the Board from time to time in accordance with clause 52.

Chairman means the person holding that office under this Constitution and includes any assistant or acting chairman.

Committee means a committee established in accordance with clause 46.

Company means Australasian Society of Association Executives.

Company Secretary means the person appointed as the Company Secretary of the Company and includes any assistant or acting Company Secretary

Constitution means this constitution as amended or supplemented from time to time.

Director means any person holding the position of a director of the Company; and

Director's means the directors for the time being of the Company or, as the context permits, such number of them as have authority to act for the Company.

Entrance Fee means the entrance fee payable by Members pursuant to clause 12.

Financial Voting Member means a Voting Member who has paid his Entrance Fee and annual Subscription within the time limits specified in clause 13(a)(v), namely, at the latest, within thirty (30) days after having been notified by the Company that the Voting Member is in arrears to the Company.

Member means a member of the Company pursuant to clause 6 and clause 7 and

Membership has the corresponding meaning.

Member Present means in connection with a meeting of Members, a Financial Voting Member being present in person or by proxy or attorney or, in the case of a body corporate, by a Representative.

Member's Guarantee Amount means the amount referred to in clause 2(c).

Objects mean the objects of the Company as set out in clause 5.1.

Office means the registered office for the time being of the Company.

Officer has the same meaning as given to that term in section 9 of the Act.

Organisational Member means a Member of the Company which is a body corporate.

Region means a geographical area of Members as decided by the Board from time to time.

Regional Director means the Regional Member elected to the office of Regional Director in accordance with the By-Laws.

Register means the register of Members to be kept pursuant to the Act.

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

Representative means a person authorised in accordance with section 250D of the Act to act as a representative of a body corporate, as described in clause 11.

Special Resolution has the meaning given to it by the Act.

Subscription means the subscription fees payable by Members pursuant to clause 12.

Voting Members are those Members who, pursuant to the By-Laws, are entitled to vote at meetings of the Members.

4.2 Interpretation

- a. In this Constitution, unless there is something in the subject or context which is inconsistent:
 - i. the singular includes the plural and vice versa;
 - ii. each gender includes the other two genders;
 - iii. the word person means a natural person and any partnership, association, body or entity whether incorporated or not;
 - iv. the words writing and written include any other mode of representing or reproducing words, figures, drawings or symbols in a visible form;
 - v. where any word or phrase is defined, any other part of speech or other grammatical form of that word or phrase has a cognate meaning;
 - vi. a reference to any clause or schedule is to a clause or schedule of this Constitution; and
 - vii. a reference to any statute, proclamation, rule, code, regulation or ordinance includes any amendment, consolidation, modification, re-enactment or reprint of it or any statute, proclamation, rule, code, regulation or ordinance replacing it.
- b. An expression used in a particular Part or Division of the Act that is given by that Part or Division a special meaning for the purposes of that Part or Division has, unless the contrary intention appears, in any clause that deals with a matter dealt with by that Part or Division the same meaning as in that Part or Division.
- c. Headings do not form part of or affect the construction or interpretation of this Constitution.

5. Objects and Purposes

5.1. Objects

- a. The Objects of the Company are to:
 - i. educate and inform:
 - (A) The Association management sector; and
 - (B) Association executives; on effective and best practice Association management;
 - ii. serve the community by promoting and facilitating the effective management of Associations;
 - iii. advance the purpose and effectiveness of Associations;
 - iv. advance the standard of Association management;
 - v. enhance the professional standing of Association executives;
 - vi. support and mentor Association executives;
 - vii. provide opportunities for exchange of experiences and opinions through discussion, study, publications, meetings and conventions at a national and international level; and
 - viii. anything ancillary to the Objects referred to in clause 5.1(a).
- b. The Company can only exercise the powers in section 124(1) of the Act to:
 - i. carry out the Objects of the Company; and
 - ii. do all things incidental or convenient in relation to the exercise of power under clause 5.1(b)(i).

5.2. Income and Property

- a. The income and property of the Company will only be applied towards the promotion of the Objects of the Company.
- b. No income or property of the Company will be paid, transferred or distributed, directly or indirectly, by way of dividend, bonus or otherwise to any Member of the Company. However nothing in this Constitution will prevent payment in good faith to a Member:
 - i. in return for any services rendered or goods supplied in the ordinary and usual course of business to the Company;
 - ii. of interest at a rate not exceeding current bank overdraft rates of interest for moneys lent to the Company; or
 - iii. of reasonable and proper rent for premises leased by any Member to the Company.

5.3. Remuneration of Directors

No payment shall be made to any Director (except any executive Directors in their capacity as an employee of the Company) other than the payment:

- a. of out of pocket expenses incurred by the Director in the performance of any duty as a Director where the amount payable does not exceed an amount previously approved by the Board; and
- b. for any service rendered to the Company by the Director in a professional or technical capacity, other than in the capacity as Director, where the provision of the service has the

prior approval of the Board and where the amount payable is approved by the Board and is not more than an amount which commercially would be reasonable for the service.

MEMBERSHIP

6. Admission to Membership

6.1. 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 and otherwise satisfies the criteria for the relevant class of Membership.

6.2. Becoming a Member

Subject to the Act, a person or body corporate becomes a Member on the registration of that person's **or the body corporate's name in the Register.**

7. Classes of Membership

The Board may, at its discretion, determine in accordance with the By-Laws from time to time:

- a. the various classes of Membership of the Company;
- b. any restriction in the number of Members or the number of Members within each class;
- c. the qualifications for admission to, continuance in, or transfer between each Membership class; and
- d. the rights attached to each Membership class.

8. Eligibility for Membership

Any person or body corporate is entitled to become a Member if the person or body corporate:

- a. **is, in the Board's opinion, of good character;**
- b. complies with the criteria set out in the By-Laws;
- c. lodges an application form in accordance with clause 9; and
- d. subject to clause 12(c), pays the Entrance Fee in accordance with clause 12.

9. Applications for Membership

9.1. Applications for Membership

The Board may admit any person who:

- a. Satisfies the conditions set out in clause 8;
- b. Signs and forwards an application to be a Member, in the form approved from time to time by the Board, to the Company Secretary by which the applicant agrees to be bound by the terms of this Constitution and the By-Laws; and
- c. Is approved as a Member by the Board; and
- d. is not otherwise ineligible to be a Member under this Constitution;
- e. pays the appropriate membership or application fee (if required),

noting that in the process for approving the admission of an applicant to be a Member the Board may request information from the applicant to determine whether the applicant is suitable to be a Member of the Society.

10. Membership Entitlements Not Transferable

A right, privilege or obligation which a person has by reason of being a Member of the Company:

- a. is not capable of being transferred or transmitted to another person or organisation; and
- b. **Terminates on cessation of the person's Membership.**

11. Representative

- a. This clause 11 only applies to Members and applicants for Membership which are Organisational Members.
- b. Where a Member or an applicant for Membership is not an individual person, it must appoint as its Representative a natural person.
- c. The name and address of the Representative will be entered in the Register as the representative of the Organisational Member.
- d. All correspondence and notices from the Company will be served on that Representative and any notice served on a Representative will be deemed to be service on the Organisational Member which is represented by that particular Representative.
- e. If the appointment of a Representative by the Organisational Member is made by reference to a position held, the appointment must identify the position.
- f. Despite clause 10, an Organisational Member may remove and replace a Representative where the Organisational Member gives written notice to the Board in a form approved by the Board.
- g. A signature by a Representative of an Organisational Member on behalf of that Organisational Member is taken to be the signature of that Organisational Member for the purposes of this Constitution.
- h. Any power or right of an Organisational Member as granted by this Constitution can be exercised by the Representative of that particular Organisational Member.
- i. Organisational Members are represented at meetings of Members by their Representatives, subject to the right of a Representative to appoint a proxy pursuant to clause 30.
- j. The actions of a Representative bind the Organisational Member which is represented by that particular Representative.
- k. Each Representative will comply with the terms of this Constitution in all matters pertaining to the Company as if a Member himself or herself.

12. Entrance Fee and Subscriptions

- a. There may be an Entrance Fee and annual Subscription payable by each Member to the Company.
- b. Subject to clause 12(c), the amount of the Entrance Fee and annual Subscription shall be payable by Members at such times and in such manner as determined by the Board from time to time.
- c. The Board may in its discretion:
 - i. determine that no Entrance Fee or annual Subscription is payable by a Member or Members (in whole or in part) in a given year; and
 - ii. extend the time for payment of the Entrance Fee or annual Subscription by any

Member.

- d. No part of any Entrance Fee or annual Subscription shall be refunded to a Member who ceases to be a Member in accordance with clause 13.

13. Cessation of Membership

a. **A Member's Membership will cease:**

- i. on the date that the Company Secretary receives written notice of resignation from that Member;
 - ii. where that Member is an individual, upon that Member dying;
 - iii. upon that Member no longer satisfying the criteria for its respective class of Membership (unless transferred to another class of Membership by the Board);
 - iv. upon that Member becoming bankrupt or insolvent or making an arrangement or **composition with creditors of the person's joint or separate estate generally;**
 - v. subject to clause 12(c), if that Member fails to pay an Entrance Fee or annual Subscription:
 - (A) within thirty (30) days after it falls due; and
 - (B) then fails to rectify this default within thirty (30) days of being notified of the default by the Company;
 - vi. if the Member is expelled from the Company pursuant to clause 14;
 - vii. if, being a body corporate Member:
 - (A) that Member is dissolved or otherwise ceases to exist;
 - (B) that Member has:
 - (1) a receiver;
 - (2) a receiver and manager;
 - (3) a liquidator;
 - (4) an administrator;
 - (5) an administrator of a deed of company arrangement; or
 - (6) a trustee of other person administering a compromise or arrangement between the Member and someone else appointed to it; or
 - viii. if the Company in general meeting resolves by Special Resolution to terminate the Membership of a Member whose conduct or circumstances in the opinion of the Company renders it undesirable that that Member continue to be a Member of the **Company. The Member must be given at least twenty one (21) days' notice of the proposed resolution and must be given the opportunity to be heard at the meeting at which the resolution is proposed.**
- b. A Member may at any time, pursuant to clause 13(a)(i), resign as a Member but shall continue to be liable for:
- i. any other monies due by the Member to the Company;
 - ii. any sum for which the Member is liable as a Member of the Company under clause 2(b); and
 - iii. **if applicable, the Member's Guarantee Amount.**

14. Disciplining of Members

14.1. Disciplining of Members

- a. Where the Board is of the opinion that a Member has:
 - i. persistently refused or neglected to comply with a provision or provisions of this Constitution; or
 - ii. persistently and wilfully acted in a manner prejudicial to the interests of the Company;
 - iii. the Board may:
 - iv. expel the Member from the Company; or
 - v. suspend the Member from Membership of the Company for a specified period.
- b. A resolution of the Board pursuant to clause 14.1 is of no effect unless the Board confirms the resolution in accordance with this clause 14.1(b) at a Board meeting held not earlier than fourteen (14) days and not later than twenty eight (28) days after service on the Member of a notice pursuant to clause 14.1(c).
- c. If the Board resolves under clause 14.1 to expel or suspend any Member, the Company Secretary must serve the Member with a notice in writing:
 - i. setting out the resolution of the Board and the grounds upon which it is based;
 - ii. stating that the Member may address the Board at a Board meeting to be held not earlier than fourteen (14) days and not later than twenty eight (28) days after service of the notice;
 - iii. stating the date, place and time of that meeting; and
 - iv. informing the Member that the Member may do either or both of the following:
 - (A) attend and speak at that meeting;
 - (B) submit to the Board at or prior to the date of the meeting, written representations relating to the resolution.
- d. At a meeting of the Board held as referred to in clause 14.1(c), the Board must:
 - i. give the Member an opportunity to make oral representations and allow the Member to use any technology (reasonably available to the Board) that gives the Member a reasonable opportunity to do so;
 - ii. give due consideration to any written representations submitted to the Board by the Member at or prior to the Board meeting; and
 - iii. by a 75% majority, determine whether to confirm or to revoke the resolution.
- e. The Member must be notified in writing of the decision of the Board within seven (7) days. If the Board resolves to confirm the expulsion or suspension, the Member must also be notified of the right of appeal available under clause 14.2.
- f. A resolution confirmed by the Board under clause 14.1(d) does not take effect:
 - i. until the expiration of the period within which the Member is entitled to appeal against the resolution where the Member does not exercise the right of appeal within that period; and
 - ii. where, within that period, the Member exercises the right of appeal, unless and until the Disciplinary Committee confirms the resolution pursuant to clause 14.2.

14.2. Right of Appeal of Disciplined Member

- a. The Board will establish a committee for the purpose of conducting disciplinary proceedings against a Member (Disciplinary Committee). The Disciplinary Committee will comprise of an independent panel of three experts, all chosen by the Board. The experts will be chosen based upon the nature of the alleged misconduct by the Member. The Disciplinary Committee may seek advice from any relevant source.
- b. A Member may appeal to the Disciplinary Committee against a resolution of the Board, which is confirmed under clause 14.1(d). Written notice of such an appeal must be lodged with the Company Secretary within seven (7) days of service of the notice required under clause 14.1(e).
- c. Within thirty-five (35) days after receipt of a notice of appeal from the Member pursuant to clause 14.2(b), the Disciplinary Committee must convene a meeting.
- d. At the Disciplinary Committee meeting convened under clause 14.2(c):
 - i. the Member must be given the opportunity to state their case orally or in writing, or both using any technology (reasonably available to the Board) that gives the Member a reasonable opportunity to do so; and
 - ii. the Disciplinary Committee must vote by ballot on the question of whether the resolution will be confirmed.
- e. **The Disciplinary Committee's decision, pursuant to clause 14.2(d)(ii) is final. The Member is not entitled to appeal the Disciplinary Committee's decision.**
- f. The Member the subject of these disciplinary procedures is entitled to:
 - i. subject to clause 14.2(f)(ii), bring a support person to any meeting with the Disciplinary Committee or the Board, which meetings are being held pursuant to this clause 14; and
 - ii. if the support person is legally qualified, the Member must notify the Disciplinary Committee or the Board (as the case may be) at least five (5) business days before the meeting that the support person attending the meeting will be legally qualified.
- g. Natural justice will be applied during every disciplinary process under this clause 14, requiring the Board and Disciplinary Committee to act fairly, in good faith and without bias or conflict of interest when making its decision.

GENERAL MEETINGS

15. Convening of General Meetings

- a. Any three (3) Directors may, whenever those Directors think fit, convene a general meeting of the Company.
- b. Members shall be entitled to require a general meeting to be convened in accordance with the provisions of the Act.
- c. A general meeting of the Company may be convened at two (2) or more venues using any technology that gives the Members a reasonable opportunity to participate in the meeting.

16. Notice of General Meeting

- a. Subject to consent to shorter notice being given in accordance with the Act, at least twenty one (21) **days' notice** of any general meeting must be given specifying:
 - i. the place, day and hour of the meeting;
 - ii. the general nature of any business to be transacted at the meeting;

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- iii. if a Special Resolution is to be proposed, the details of and intention to propose it;
 - iv. if the meeting is to be held in two or more places, the technology that will be used to facilitate this; and
 - v. any other information required by the Act.
- b. The accidental omission to give notice of any general meeting to or the non-receipt of notice of a meeting by any person entitled to receive notice will not invalidate the proceedings at or any resolution passed at the meeting.

17. Cancellation or Postponement of General Meeting

- a. Subject to the provisions of the Act and this Constitution the Board may cancel a general meeting of the Company:
- i. convened by the Board; or
 - ii. which has been convened by a Member or Members pursuant to the Act upon receipt by the Company of a written notice withdrawing the requisition signed by that Member or those Members.
- b. The Board may postpone a general meeting or change the venue at which it is to be held. No business shall be transacted at any postponed meeting other than the business stated in the notice to the Members relating to the original meeting.
- c. Where any general meeting is cancelled or postponed or the venue for a general meeting is changed:
- i. the Board must endeavour to notify in writing each person entitled to receive notice of the meeting of the cancellation, the change of venue or the postponement of the meeting by any means permitted by this Constitution and in the case of the postponement of a meeting, the new place, date and time for the meeting; and
 - ii. any failure to notify in writing any person entitled to receive notice of the meeting or failure of a person to receive a written notice shall not affect the validity of the cancellation, the change of venue or the postponement of the meeting.

PROCEEDINGS AT GENERAL MEETINGS

18. Quorum

- a. No business may be transacted at any general meeting unless there is a quorum of Members Present at all times during the meeting.
- b. Ten (10) Members Present and entitled to vote constitute a quorum for all general meetings.
- c. If within thirty (30) minutes after the time appointed for holding a general meeting a quorum is not present:
- i. the meeting, if convened upon the requisition of Members, shall be dissolved;
 - ii. in any other case:
 - (A) it 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 Board may by notice to the Members appoint; and
 - (B) if at such adjourned meeting a quorum is not present within thirty (30) minutes after the time appointed for the holding of the meeting, the meeting shall be dissolved.

19. Chairman

- a. The President will be the Chairman for all general meetings.
- b. Where a general meeting is held and the President is:
 - i. unable or unwilling to act as Chairman; or
 - ii. not present within fifteen (15) minutes after the time appointed for the holding of the meeting,
 - iii. then the following person will be Chairman in lieu of the President in the order of availability set out below:
 - iv. Vice-President;
 - v. Company Secretary;
 - vi. another Director chosen by the Directors by two-thirds majority, or if their number is not three or a multiple of three, then the nearest number to two-thirds; and
 - vii. a Member chosen by a majority of the Members Present.
- c. The rulings of the Chairman of a general meeting on all matters relating to the order of business, procedure and conduct of the meeting shall be final and no motion of dissent from such rulings shall be accepted.

20. Adjournments

- a. The Chairman of a general meeting at which a quorum is present:
 - i. may adjourn a meeting with the consent of the meeting; and
 - ii. must adjourn the meeting if the meeting so directs; to a time and place as determined.
- b. No business may be transacted at any adjourned general meeting other than the business left unfinished at the meeting from which the adjournment took place.
- c. A resolution passed at a meeting resumed after an adjournment is passed on the day it was passed.
- d. It is not necessary to give any notice of an adjournment of a general meeting or of the business to be transacted at the adjourned meeting except if the meeting is adjourned for thirty (30) days or more in which case notice of the adjourned meeting must be given as in the case of an original meeting.

21. Determination of Resolutions

- a. At any general meeting a resolution to be considered at the meeting shall be decided on a show of hands unless a poll is demanded by:
 - i. the Chairman of the meeting;
 - ii. at least two (2) Members Present.
- b. Before a vote on a resolution is taken, the Chairman must inform the meeting whether any proxy votes have been received and how the proxy votes are to be cast.
- c. A declaration by the Chairman of the result of a vote on a resolution by a show of hands and an entry to that effect contained in the minutes of the proceedings of the Company which has been signed by the Chairman of the meeting or the next succeeding meeting shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the resolution.

22. Polls

- a. A poll may be demanded:
 - i. before a vote on a resolution is taken;
 - ii. before the voting results on a show of hands are declared; or
 - iii. immediately after the voting results on a show of hands are declared.
- b. If a poll is demanded it must be taken in such manner and at such time and place as the Chairman of the meeting directs subject to clause 22(e).
- c. The result of the poll shall be taken to be the resolution of the meeting at which the poll was demanded.
- d. The demand for a poll shall not prevent the continuance of a meeting for the transaction of any business other than the question on which a poll has been demanded.
- e. A poll demanded on the election of a Chairman or any question of adjournment of the meeting must be taken immediately.
- f. The demand for a poll may be withdrawn.

23. Voting Rights

A Financial Voting Member has one (1) vote, both on a show of hands and a poll.

24. Disqualification

No person other than:

- a. a Financial Voting Member;
- b. a proxy of a:
 - i. Financial Voting Member; or
 - ii. Representative of a Financial Voting Member; and
- c. a Representative of a body corporate Member that is also a Financial Voting Member; shall be entitled to a vote at a general meeting.

25. Objection to Qualification to Vote

Any challenge as to the qualification of a person to vote at a general meeting or the validity of any vote tendered may only be raised at the meeting and must be determined by the Chairman whose decision shall be final and conclusive and a vote allowed by the Chairman shall be valid for all purposes.

26. Persons of Unsound Mind and Minors

- a. A Financial Voting Member:
 - i. of unsound mind; or
 - ii. whose person or estate is liable to be dealt with in any way under the law relating to mental health; or
 - iii. who is a minor;

may vote whether on a show of hands or on a poll by that Financial Voting Member's committee or by such other person as properly has the management or guardianship of that Financial Voting Member's estate or by the public trustee (as the case may be) and the committee or other person or trustee may vote by proxy or representative.

- b. Any person having the right of management or guardianship of the person or estate in respect of a Financial Voting Member as referred to in clause 26(a) must not exercise any of the rights conferred under that clause unless and until the person has provided to the Board satisfactory evidence of the appointment of the person accordingly.

27. Casting Vote

In the case of an equality of votes whether on a show of hands or on a poll the Chairman of the meeting at which the show of hands is taken or at which the poll is demanded is entitled to a casting vote.

28. Right of Non-Members to Attend General Meeting

- a. The Chairman of a general meeting may invite any person who is not a Member to attend and address a meeting.
- b. Any auditor of the Company shall be entitled to attend and address a general meeting.

PROXIES

29. Right to Appoint Proxies

- a. A Financial Voting Member who is entitled to attend and vote at a general meeting of the **Company may appoint a person as the Member's proxy to attend and vote for the Member** at the meeting.
- b. If a Financial Voting Member appoints a proxy, the proxy is entitled to vote on a show of hands and on a poll.

30. Appointing a Proxy

30.1. Appointing a Proxy

The instrument appointing a proxy must be in writing signed by the appointor or the appointor's attorney duly authorised in writing or, if the appointor is a corporation, signed by an authorised officer or attorney of the corporation.

30.2. Instrument of Proxy

- a. The instrument of proxy is valid if it contains the information required by the Act which at the date of this Constitution is the following information:
 - i. the name and address of the Financial Voting Member (and Representative, if applicable);
 - ii. the name of the Company;
 - iii. **the proxy's name or the name of the office of the proxy; and**
 - iv. the meetings at which the instrument of proxy may be used.
- b. An instrument of proxy may be expressed to be a standing appointment. An instrument of proxy for a specified meeting is only valid for that meeting and any postponement or adjournment of that meeting.
- c. An instrument of proxy shall not be treated as invalid merely because it does not specify all of the information required by clause 30.2(a).
- d. An instrument of proxy may be revoked at any time by notice in writing to the Company.

31. Lodgement of Proxies

- a. An instrument appointing:
 - i. a proxy and the power of attorney or other authority (if any) under which it is signed or executed or a certified copy of that power or authority; or
 - ii. an attorney to exercise a Financial Voting Member's voting rights at a general meeting or a certified copy of that power of attorney, must be deposited at the Office or at such other place as is specified for that purpose in the notice convening the general meeting not less than twenty four (24) hours (or such shorter period as the Board may allow) before the time appointed for the holding of the meeting or adjourned meeting as the case may be at which the person named in the instrument proposes to vote. In default, the instrument of proxy or the power of attorney will not be treated as valid.
- b. For the purposes of this clause 31 it will be sufficient that any document required to be lodged by a Member be received in legible form by facsimile at the place at which the document is required to be delivered by the Member and the document shall be regarded as received at the time the facsimile was received at that place.
- c. For the purposes of this clause 31 it will be sufficient that any document required to be lodged by a Member be received in legible form by email if the notice of meeting so permits at the address and in the form specified in the notice and the proxy shall be regarded as received at the time of the receipt of the email transmission by the Company.

32. Validity of Proxies

- a. A vote exercised pursuant to an instrument of proxy, a power of attorney or other instrument of appointment is valid notwithstanding:
 - i. the death or unsoundness of mind of the Financial Voting Member or Representative;
 - ii. the bankruptcy or liquidation of the Financial Voting Member;
 - iii. the revocation of the instrument of proxy or the power of attorney or any instrument under which the instrument or the power was granted,

if the Company has not received at its Office written notice of the death, unsoundness of mind, bankruptcy, liquidation or revocation at least forty eight (48) hours (or such shorter period as the Board may allow) prior to the time appointed for the holding of the general meeting or adjourned meeting, as the case may be, at which the instrument of proxy or the power of attorney is exercised.

- b. A proxy who is not entitled to vote on a resolution as a Financial Voting Member may vote as a proxy for another Financial Voting Member who can vote if the appointment specifies the way the proxy is to vote on the resolution and the proxy votes that way.

33. Rights of Proxies and Attorneys

- a. The instrument appointing a proxy will be taken to confer authority to demand or join in demanding a poll.
- b. Unless a Financial Voting Member or Representative by the instrument of proxy directs the proxy to vote in a certain manner the proxy may vote as the proxy thinks fit on any motion or resolution. Otherwise the proxy shall follow the voting instructions contained in the instrument of proxy.

- c. A proxy will not be revoked by the appointor attending and taking part in any general meeting but if the appointor votes on a resolution either on a show of hands or on a poll the person acting as proxy for the appointor shall not be entitled to vote in that capacity in respect of the resolution.
- d. The Chairman of a general meeting may require any person acting as a proxy to establish to the satisfaction of the Chairman that he is the person nominated as proxy in the form of proxy lodged under this Constitution. If the person is unable to establish his identity he may be excluded from voting either upon a show of hands or upon a poll.

APPOINTMENT AND REMOVAL OF DIRECTORS

34. Number and Appointment of Directors

34.1. Number of Directors

- a. The Board of Directors shall consist of not less than four (4) and not more than ten (10) persons.
- b. The Board may by resolution vary the number of Directors holding office from that referred to in clause 34.1(a).

34.2. Constitution of Board

- a. Subject to clause 34.3, the Board shall consist of:
 - i. one (1) Regional Director appointed by each Region; and
 - ii. any number of Co-Opted Directors appointed by the Board from time to time (provided that the total number of Directors does not exceed the maximum fixed by clause 34.1).
- b. (b) With the exception of Co-Opted Directors, a Director must be a Member at all times that he or she is holding office as a Director.

34.3. Regional Director

- a. Each Region shall appoint one of their Members to the office of Regional Director, in accordance with the procedure set out in the By-Laws.
- b. All Regional Directors will, by virtue of the office of Regional Director, automatically be appointed to the Board.
- c. Upon a Director, who has been appointed to the Board pursuant to clause 34.4(b), no longer being a Regional Director, that Director will vacate his office on the Board and the new Regional Director for that Region will be appointed to that vacant office as Director.

34.4. Co-Opted Director

- a. The Board can appoint Co-Opted Directors to the Board.
- b. A Co-Opted Director shall be a person who will bring skills and experience to the Board to enable the Board to advance the Objects.
- c. A Co-Opted Director may be, but need not be, a Member.

34.5. Term

- a. A Director shall hold office for a term of two (2) years, but shall be eligible for reappointment for a further term of two (2) years in accordance with this Constitution and the By-Laws.
- b. Directors shall not hold office for more than six (6) consecutive years.

34.6. Office Bearers

- a. The Board shall, at the first meeting of the Board held after an annual general meeting of the Company where an office bearer has retired, appoint from amongst the Directors sitting on the Board at the time of the Board meeting:
 - i. a President;
 - ii. Vice-President; and
 - iii. such additional office bearer positions as the Board deems necessary from time to time.
- b. The office bearers shall hold office for a term of two (2) years but shall be eligible for reappointment for a further term of two (2) years. Office bearers shall not hold office:
 - i. for more than six (6) consecutive years; or
 - ii. beyond their retirement or removal from the Board as a Director.

35. General Right to Appoint and Remove Directors

The Board may act despite any vacancy in their body but if the number falls below the minimum fixed in accordance with clause 34.1 the Board may act:

- a. for the purpose of:
 - i. increasing the number of Directors to the minimum; or
 - ii. convening a general meeting; or
- b. in emergencies;
- c. but for no other purpose.

36. Vacation of Office

- a. Any Director may retire from office on giving written notice to the Company at the Office of his intention to retire and the resignation shall take effect at the time expressed in the notice (provided the time is not earlier than the date of delivery of the written notice to the Company).
- b. The office of a Director shall become vacant if the Director:
 - i. dies;
 - ii. ceases to be a Member;
 - iii. being a Regional Director, ceases to be a Regional Director;
 - iv. becomes bankrupt or makes any arrangement or composition with creditors generally;
 - v. becomes prohibited from being a director of a company by reason of any order made under the Act;
 - vi. becomes of unsound mind or a person whose personal estate is liable to be dealt

- with in any way under the law relating to mental health;
- vii. is removed from office by the Company in general meeting;
- viii. resigns by notice in writing to the Company; or
- ix. is absent without permission of the Board from two (2) consecutive meetings of the Board.

POWERS AND DUTIES OF DIRECTORS

37. Powers of Directors

The control, management and conduct of the Company shall be vested in the Board who shall exercise all such powers of the Company as are not by the Act or by this Constitution required to be exercised in any other manner.

38. Negotiable Instruments

All cheques, promissory notes, drafts, bills of exchange and other negotiable instruments and all receipts for money paid to the Company must be signed, drawn, accepted, endorsed or otherwise executed as the case may be by two (2) persons authorised by the Board in writing. The Board may authorise:

- a. a Director(s);
- b. the Company Secretary;
- c. the chief executive officer of the Company; or
- d. another Company staff member, to sign such instruments.

39. Conferment of Powers

- a. The Board may from time to time confer upon any Director for the time being or any other person as they may select such of the powers exercisable under this Constitution by the Board as it may think fit for such time and to be exercised for such purposes and on such terms and conditions and with such restrictions as it may think expedient.
- b. Powers conferred under this clause 39 may be exercised concurrently with the powers of the Board in that regard and the Board may from time to time withdraw, revoke or vary all or any of such powers.

DIRECTORS' DISCLOSURE OF INTEREST

40. Contracts

- a. The Company may enter into contracts or arrangements with other companies or bodies in which a Director has an interest, provided it does so according to the usual commercial terms and conditions which apply to such contracts or arrangements.
- b. A Director must disclose an interest in accordance with the Act and the Company Secretary must record all declarations in the minutes of the relevant meeting.
- c. A Director who has an interest in a contract or arrangement made by the Company and has disclosed this interest to the Board subject to compliance with section 195 and related provisions of the Act, may still, with the consent of the majority of the Board:
 - i. vote on the matter;
 - ii. be counted in determining whether or not a quorum is present at any meeting of

- Directors considering that contract or arrangement or proposed contract or arrangement;
- iii. sign or countersign any document relating to that contract or arrangement or proposed contract or arrangement; and
 - iv. vote in respect of, or in respect of any matter arising out of, the contract or arrangement or proposed contract or arrangement.
- d. The Company shall not make any payment for services rendered by a Director in a professional or technical capacity, except where the provision of such services and the amount payable have prior approval of the Board and where the amount does not exceed an amount that is commercially reasonable for those services.
- e. **A Director's failure to make disclosure** under this clause 40 does not render void or voidable a contract or arrangement in which the Director has a direct or indirect interest.
- f. A general notice given to the Board by a Director that the Director is an officer, a member of, or otherwise interested in any specified corporation or firm stating the nature and the extent of the Director's interest in the corporation or firm shall, in relation to any matter involving the Company and that corporation or firm after the giving of the notice, be a sufficient disclosure of the Director's interest, provided that the extent of the interest is no greater at the time of first consideration of the relevant matter by the Board than was stated in the notice.

PROCEEDINGS OF DIRECTORS

41. Meetings of Directors

- a. The Board may meet together for the despatch of business, adjourn and otherwise regulate their meetings and proceedings as it thinks.
- b. A Director may at any time and the Company Secretary upon the request of a Director shall convene a meeting of the Board by giving at least twenty four (24) hours notice of the meeting to all Directors, provided that the Director or Company Secretary has used its best endeavours to ensure that the notice was properly served and received.
- c. Notice of a meeting of the Board need not be in writing.
- d. Subject to clause 41(e), a Board meeting may be convened or held using any technology consented to by a majority of 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 Board meeting.
- e. The particular technology used to convene or hold a Board meeting, pursuant to clause 41(d), must be available and accessible to all Directors who wish to attend the Board meeting.
- f. All resolutions of the Directors passed at a meeting of Board where a quorum is present but where notice of the meeting has not been given as required to each Director, or any act carried out pursuant to such resolution, shall, provided each Director to whom notice was not given subsequently agrees to waive the same, be as valid as if notice of the meeting had been duly given to all Directors.

42. Quorum

- a. **The quorum necessary for the transaction of the Board's business is a majority of Directors** being personally present (or in conference in accordance with clause 41).
- b. A quorum must be present at all times during the meeting.

- c. A Director who is disqualified from voting on a matter pursuant to clause 40 shall be counted in the quorum despite that disqualification.

43. Chairman

- a. The President shall, if present, preside as Chairman of every meeting of the Board.
- b. If a meeting of Board is held and the President is:
 - i. unable or unwilling to act as Chairman; or
 - ii. not present within fifteen (15) minutes after the time appointed for the holding of the meeting,
 - iii. then the Vice-President will be Chairman in lieu of the President. If the Vice-President is:
 - iv. unable or unwilling to act as Chairman; or
 - v. not present within fifteen (15) minutes after the time appointed for the holding of the meeting, the other Directors present may choose another Director as Chairman of the meeting by two-thirds majority, or if their number is not three or a multiple of three, then the nearest number to two-thirds.

44. Voting

- a. A resolution of the Board must be passed by a majority of votes of the Directors present at the meeting who vote on the resolution. A resolution passed by a majority of the votes cast by the Directors will for all purposes be taken to be a determination of the Board.
- b. Each Director shall have one (1) vote.
- c. In case of an equality of votes at a meeting of the Board, the Chairman will have a casting vote in addition to a deliberative vote.

45. Resolutions by Directors

- a. The Board may pass a resolution without a Board meeting being held if a majority of 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.
- b. A facsimile transmission which is received by the Company and which purports to have been signed by a Director shall for the purposes of this clause 45 be taken to be in writing and signed by that Director at the time of the receipt of the facsimile transmission by the Company in legible form.
- c. An email transmission which is received by the Company and which purports to have been sent by a Director shall for the purposes of this clause 45 be taken to be in writing and signed by that Director at the time of the receipt of the email transmission by the Company.

46. Committee of Directors

- a. The Board may form and delegate any of its powers to a Committee consisting of such Directors and other persons as it thinks fit and may from time to time revoke such delegation.
- b. A Committee must in exercise of the powers delegated to it conform to any directions and restrictions that may be imposed on it by the Board. A power so exercised shall be taken to be exercised by the Board.
- c. The meetings and proceedings of any Committee consisting of more than one person will

be governed by the provisions for regulating the meetings and proceedings of the Board contained in this Constitution.

- d. A minute of all the proceedings and decisions of every Committee shall be made, entered and signed in the same manner in all respects as minutes of proceedings of the Board are required by the Act and this Constitution to be made entered and signed. A copy of such Committee minutes shall be tabled at the next Board meeting.

47. Validation of Acts of Directors

All acts done:

- a. at any meeting of the Board; or
- b. by any person acting as a Director,

shall, even if it is discovered afterwards that there was a defect in the appointment or continuance in office of any such Director or person or that they or any of them were disqualified or were not entitled to vote, be as valid as if every such person had been duly appointed or had continued in office and was duly qualified to be a Director and had been entitled to vote.

MINUTES

48. Minutes

- a. The Board must cause minutes to be kept in accordance with the Act for the purposes of recording:
 - i. the names of the Directors present at each meeting of the Board and of Directors present at each meeting of a Committee;
 - ii. all orders, resolutions and proceedings of general meetings and of meetings of the Board and of Committees;
 - iii. such matters as are required by the Act to be recorded in the record books of the Company including without limitation all declarations made or notices given by any Director of his interest in any contract or proposed contract or the holding of any office or property whereby any conflict of duty or interest may arise.
- b. Such minutes shall be signed by the Chairman of the meeting, or the Chairman of the next succeeding meeting and minutes which purport to be signed accordingly shall be received in evidence without any further proof as sufficient evidence that the matters and things recorded by such minutes actually took place or happened as recorded and of the regularity of such matters and things and that the same took place at a meeting duly convened and held.

COMPANY SECRETARY

49. Appointment and Tenure

- a. There must be at least one Company Secretary appointed by the Board for a term and on conditions determined by the Board.
- b. The Board may remove any Company Secretary so appointed.

REGIONS

50. Regions

- a. The Members are grouped into Regions.
- b. The Board may in its discretion:
 - i. authorise the formation of Regions and grant to them the right to be and to function as such for so long as the Board deems fit;
 - ii. dissolve Regions; or
 - iii. change the geographical area represented by a Region.
- c. A Region shall conduct its affairs and programmes in accordance with this Constitution, the By-Laws and such other directions and limitations declared by the Board from time to time.
- d. The Board shall have the power to amend the By-Laws and:
 - i. define the powers and responsibilities of; and
 - ii. exercise control over; the Regions.

BY-LAWS

51. By-Laws

- a. The Board may from time to time to make such By-Laws as are in its opinion necessary and desirable for the proper control, administration and management of the Company's affairs, operations, finances, interests, effects and property and to amend and repeal those By-Laws from time to time.
- b. A By-Law must be subject to this Constitution and must not be inconsistent with any provision contained in this Constitution.
- c. When in force, a By-Law is binding on all Members and has the same effect as this Constitution.
- d. Subject to clause 51(e), the Board will adopt such measures as it deems appropriate to bring to the notice of Members all By-Laws, amendments and repeals.
- e. The Board will provide Members with reasonable notice of any proposed changes to the By-Laws regarding the:
 - i. eligibility requirements for Membership classes; and
 - ii. voting rights of a Membership class; prior to the changes being implemented.

EXECUTION OF DOCUMENTS

52. Execution of Documents

- a. Without limiting the manner in which the Company may execute any contract, including as permitted under section 126 of the Act, the Company may execute any agreement, deed or other document by:
 - i. two Directors signing the same; or
 - ii. one Director and one Company Secretary signing the same.
- b. Nothing in this Constitution requires the Company to execute any agreement, deed or other document under common seal for the same to be effectively executed by the Company.

ACCOUNTS AND INSPECTION OF RECORDS

53. Accounts and Inspection

- a. The Board shall:
 - i. cause proper financial records to be kept and must, where required by the Act, **distribute copies of the financial reports of the Company and a Director's report in** accordance with the requirements of the Act; and
 - ii. from time to time determine whether and to what extent and at what times and places and under what conditions or regulations the accounting and other records of the Company or any of them will be open to the inspection of Members.

NOTICES

54. Service of Notices

- a. A notice may be given by the Company to any Member by:
 - i. serving it on the Member personally;
 - ii. sending it by post to the Member or leaving it at the Member's address shown in the Register or otherwise the address supplied by the Member to the Company for the giving of notices;
 - iii. facsimile to the facsimile number supplied by the Member to the Company for the giving of notices; or
 - iv. sending it to the electronic address supplied by the Member to the Company for the giving of notices.
- b. Any Member who has not left at or sent to the Office his place of address for inclusion in the Register as the place at which notices may be given to the Member shall not be entitled to receive any notice.
- c. Where a notice is sent by post, service of the notice shall be taken to be effected by properly addressing, prepaying and posting a letter containing the notice and shall be deemed to have been effected on the day after the date of posting. Service of a notice to a Member outside Australia shall be deemed to have been made in the ordinary course of the post.
- d. Where a notice is sent by facsimile or other electronic means, service of the notice shall be taken to be effected by properly addressing and sending the notice and in such case shall be taken to have been effected on the business day after it is sent.
- e. A notice may be given by the Company to the persons entitled to a share in consequence of the death, lunacy or bankruptcy of a Member by:
 - i. service on the Member personally;
 - ii. sending it by post addressed to the person by name or by the title of the representative of the deceased or lunatic or the assignee of the bankrupt or by any like description at the address, if any, supplied for the purpose by the person claiming to be entitled;
 - iii. by giving the notice in any manner in which the same might have been given if the death, lunacy or bankruptcy had not occurred.
- f. Evidence of service of a notice may be established by proving that the envelope containing

the notice and stamped appropriately was properly posted and a certificate given by any Officer of the Company to that effect shall be conclusive evidence of service.

55. Notices of General Meeting

Subject to clause 54(b), notice of every general meeting must be given in any manner authorised by this Constitution to:

- a. every Member; and
- b. the auditor (if any) for the time being of the Company.

WINDING UP

56. Winding Up

- a. Subject to clause 56(c), if any surplus remains following the winding up of the Company, the surplus will not be paid to or distributed amongst Members, but will be given or transferred to another institution(s) or corporation(s) which has:
 - i. objects which are similar to the Objects;
 - ii. a constitution which requires its income and property to be applied in promoting its objects; and
 - iii. a constitution which prohibits it from paying or distributing its income and property amongst its Members to an extent at least as great as imposed on the Company by clause 5.2(b).
- b. The identity of the corporation(s) or institution(s) referred to in clause 56(a) is to be determined by the Members in writing at or before the time of dissolution and failing such determination being made, by application to the Supreme Court (in the State of incorporation of the Company) for determination.
- c. Where legally possible, any surplus shall be distributed:
 - i. to corporations and institutions that are resident in countries that have Members that ordinarily reside in that country and are represented by a Region or Regions of the Company; and
 - ii. on a pro-rata basis in accordance with the percentage of Members that are resident within each country.

INDEMNITY

57. Indemnity

To the extent permitted by law every Officer (and former Officer) of the Company shall be indemnified out of the funds of the Company against all costs, expenses and liabilities incurred as such an Officer or employee (or former Officer or employee). However, no such Officer (or former Officer) shall be indemnified out of the funds of the Company under this clause unless:

- a. it is in respect of a liability to another person (other than the Company or a related body corporate to the Company) where the liability to the other person does not arise out of conduct involving a lack of good faith; or
- b. it is in respect of a liability for costs and expenses incurred:
 - i. in defending proceedings, whether civil or criminal, in which judgment is given in favour of the Officer (or former Officer) or in which the Officer (or former Officer) is acquitted; or

- ii. in connection with an application, in relation to such proceedings, in which the court grants relief to the Officer (or former Officer) under the Act.

58. Payment of Indemnity Policy Premium

- a. To the extent permitted by law the Company may at the discretion of the Board enter into and/or pay a premium in respect of a policy of insurance insuring an Officer (or former Officer) of the Company against any liability incurred by such person in that capacity (whether in respect of acts or omissions prior to or after the date of the issue of the policy or both) except for:
 - i. a liability arising out of conduct involving a wilful breach of duty in relation to the Company; or
 - ii. a contravention of sections 182 or 183 of the Act.
- b. The Board shall have the discretion to approve the terms and conditions of any such policy of insurance.
- c. Where an Officer (or former Officer) has the benefit of an indemnity pursuant to an insurance policy in respect of his actions or omissions then the Company shall not be required to indemnify the Officer under clause 57 except to the extent that the indemnity **affected by the insurance policy does not fully cover the person's liability.**

59. Indemnity to Continue

The indemnity granted by the Company contained in clauses 57 and 58 shall continue in full force and effect notwithstanding the deletion or modification of that clause, in respect of acts and omissions occurring prior to the date of the deletion or modification.

ADMINISTRATION

61. Powers of the CEO

- a. Subject to the Law and to this Constitution, the Board of Directors may delegate to 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 of Directors.

Annexure A Form of Appointment of Proxy

AUSTRALASIAN SOCIETY OF ASSOCIATION EXECUTIVES

(incorporated under the *Corporations Act 2001*)

PROXY FORM

1. Your details

(Please print your name and address)

Name of Member/Representative:

Organisation (where applicable):

Address:

City:

State:

Postcode:

Telephone:

2. Appoints

Name:

(Please print name of proxy)

or failing the person so named, or if no person is named, the Chairman of the Meeting to vote in accordance with the following directions or, if no directions have been given, as the proxy or the Chairman sees fit at the (Annual) General Meeting of Australasian Society of Association Executives to be held on *[insert date]* commencing at *[insert time]* and at any adjournment thereof.

1. Directions

2. Signature

3. Date