

CORPORATIONS ACT 2001

CONSTITUTION

of

INSTITUTE OF INDUSTRIAL ENGINEERS

A Company limited by Guarantee

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1. NAME OF COMPANY

The name of the Company is the Institute of Industrial Engineers.

2. LIABILITY OF MEMBERS

The liability of members is limited.

3. INTERPRETATION

3.1 In this Constitution:

"**Act**" means the Corporations Act 2001 including any delegated legislation made thereunder;

"**Approved course of Study**" means a course of study conducted by an educational authority recognised and approved as a qualification for election to a specific class of membership by the Board;

"**Associate Member**" means any person or body who is accepted as being an Associate Member in accordance with Rule 9.1 of this Constitution and includes the nominated representative of an Associate Member where the context requires;

"**Attorney**" means any person duly appointed by Power of Attorney and any duly appointed substitute of any such Attorney;

"**Board**" means the Board of Directors of the Company;

"**Company**" means Institute of Industrial Engineers.

"**Corporate Member**" means any person or body who is accepted as being a Corporate Member in accordance with Rule 9.1 of this Constitution and includes the nominated representative of a Corporate Member where the context requires;

"**Director**" means any person appointed or elected to the Board;

"**Division**" means a division of the Company under Rule ??? of this Constitution;

"**Divisional Council**" means the Council of a Division constituted under Rule ??? of this Constitution;

"**Divisional President**" means the President of a Division under Rule ??? of this Constitution;

"**Divisional Secretary**" means any person appointed to perform the duties of a Secretary of the Division, including any acting or assistant Divisional Secretary;

"**General Meeting**" means a general meeting of the members of the Company or a Division (as the context requires) lawfully convened and held in accordance with these Rules;

"**Individual Member**" means any person who is accepted as being an Individual Member in accordance with Rule 9.1 of this Constitution;

"Institute" means the Institute of Industrial Engineers;

"Member" means an Individual Member or a Corporate Member or an Associate Member;

"Prescribed Examinations" means the examinations prescribed by the Board for candidates for admission as members of the Company in accordance with the Rules or Regulations;

"President" means the President of the Board elected in accordance with Rule 17.2 of this Constitution;

"Register" means the register of Members of the Company kept under the Act and these Rules;

"Regulations" means the regulations of the Company as determined by the Board from time to time;

"Replaceable Rules" means all or any of the replaceable rules contained in the Act as at the date of registration of the Company and any replaceable rules that were or may become a provision of the Act;

"Rules" means the rules of this Constitution as altered or added to from time to time;

"Secretary" means any person appointed to perform the duties of a secretary of the Company, including any acting or assistant Secretary;

"Vice President" means the Vice President of the Board elected in accordance with Rule 17.2 of this Constitution;

Words which are given a special meaning by the Act shall have the same meaning in this Constitution.

A reference to the Act or any section thereof shall be read as though the words or any statutory modification thereof or any statutory provisions substituted therefor were added to such reference.

Words importing the singular include the plural and vice versa and words importing a gender shall include the other genders.

The headings contained in the Constitution are included for convenience of reference only and shall in no way affect or be taken into account in connection with the construction of this Constitution.

The time prescribed or allowed in these Rules for the doing of a particular thing shall unless the contrary intention appears be taken to exclude the day of the act or event from or after which the time is to be reckoned but to include the day for the doing of that thing PROVIDED ALWAYS HOWEVER that where that day falls on a Sunday or any day which is at the time a public or bank holiday throughout New South Wales only (or in the case of matters and things concerning a Division only a public holiday throughout the State or Territory in which that Division is situated) the thing may be done on the first day following which is not a Sunday or a public or bank holiday, or other proclaimed day.

If any doubt shall arise as to the proper construction or meaning of any of these Rules or any Regulations made thereunder or any of them or any expression used therein the decision of the Board thereon shall be final and conclusive provided such decision be reduced to writing and recorded in the Minute Book of the proceedings of the Board.

3.2 Except to the extent the Act makes a Replaceable Rule apply mandatorily to the Company, the Replaceable Rules do not apply to the Company.

4. **OBJECTS OF THE COMPANY**

4.1 The objects for which the Company is established are:-

- (a) for the association of persons interested in improving the standard of Industrial Engineering. Industrial Engineering means the analytical study and arrangements of means of production (both human and mechanical) with the object of ensuring their employment in the most effective and economical manner;
- (b) to promote the art and practice of Industrial Engineering in all its branches and the education, skill, ability, usefulness and efficiency of persons engaged therein;
- (c) to increase the confidence of the industrial, mercantile and general community in the employment of its members by admitting to the Institute such persons only as shall have satisfied the Board that they have a satisfactory knowledge of both the theory and practice of Industrial Engineering;
- (d) to raise the character and status and advance the interests of members, to grant certificates of competency, and to provide for the registration by the Institute of the holders of such certificates, provided that every certificate on the face of it shall show that it is merely a certificate granted on an examination by the Institute or upon other qualifications prescribed by the Rules and Regulations for the time being in force and that it is not granted under any statutory or public power;
- (e) to encourage the study of the principles and practice of Industrial Engineering and elevate the general and technical knowledge of persons engaged therein, or intending to engage therein, and for such purposes to test by examination or otherwise the competence of such persons and to donate on such terms and conditions as may from time to time be prescribed prizes or other awards or distinctions and institute and establish scholarship grants or other benefactions for such persons;
- (f) to collect and circulate statistics and other information relative to Industrial Engineering in all its branches;
- (g) to provide for the delivery and holding of lectures exhibitions, public meetings, classes and conferences, calculated to advance education in Industrial Engineering whether general, professional or technical and to employ lecturers, teachers and other persons for these purposes and to pay all expenses, professional or otherwise, in connection therewith;
- (h) in furtherance of the objects of the Institute to establish, form, furnish and maintain libraries, museums and laboratories or other service departments for the provisions of facilities for members, and to meet the requirements of Industry;
- (i) to communicate to members and others information on all matters affecting Industrial Engineering and to print, publish, issue and circulate such papers, periodicals, books,

circulars, leaflets and other literary undertakings as may seem conducive to any of the objects of the Institute, and to join with any other institute, company, association or person in doing any of the foregoing things;

- (j) in furtherance of the objects of the Institute to establish, promote or assist in establishing or promoting, and to subscribe to, amalgamate with, affiliate with or become a member of any other company, institute or association, whose objects are similar or in part similar to the objects of this Institute, or the establishment or promotion of which may be beneficial to this Institute. Provided that no subscription be paid to any such other company or association out of the funds of this Institute, except bona fide in furtherance of the objects of this Institute and provided further that every company, institute or association established or promoted by the Institute or with which the Institute shall amalgamate shall prohibit the distribution of its income and property among its members to an extent at least as great as is imposed on the Institute under or by virtue of Rules 5.1 to 7.2 and 28 hereof;
- (k) to purchase, take on lease or in exchange, or otherwise acquire any lands, buildings, easements, right of common or property - real or personal - which may be requisite for the purposes of or conveniently used in connection with any of the objects of the Institute, and so far as the law may from time to time allow, to sell, demise, mortgage, give in exchange, or dispose of the same;
- (l) in furtherance of the objects of the Institute to provide offices, conference rooms, libraries, reading rooms, clubs, workshops, laboratories or other buildings and conveniences in connection therewith, and to furnish, equip and maintain and conduct the same, and to permit the same and other property of the Institute to be used by members and other persons either gratuitously or for payment;
- (m) in furtherance of the objects of the Institute to purchase, hire, make or provide and maintain all kinds of aircraft, vehicles, horses, livestock, furniture, implements, tools, machinery, utensils, plate, glass, linen, books, papers, periodicals, stationery, and all other things required or which may conveniently be used in connection with the offices, conference libraries, reading rooms, clubs, workshops or laboratories and other premises of the Institute by persons frequenting the same, whether members of the Institute or not;
- (n) to represent generally the views of persons engaged in Industrial Engineering, to preserve and maintain ethical standards and to consider and deal with all matters affecting the common interests of members of the Institute.
- (o) to hire and employ registrars, secretaries, clerks, managers, servants and workmen, and subject to Rules 5.1 to 7.2 and 28 hereof to pay to them and to other persons in return for services rendered to the Institute salaries, wages, bonuses, gratuities and pensions;
- (p) to apply for any Royal Charter and to enter into any arrangements with any Government or local authority or any association, company or persons which may seem to be conducive to the objects of the Institute and to acquire or obtain from any such Government or authority, association, company or person any charters, decrees,

rights, privileges and concessions which may be conducive to any such objects and accept, make payments under, carry out, exercise and comply with any such arrangements, charters, contracts, decrees, rights, privileges and concessions;

- (q) to invest the moneys of the Institute, not immediately required, upon such securities as may from time to time be determined by the Board provided that any such moneys shall be invested only in such forms of investment as are permitted by law for the investment of trust funds;
- (r) to make, draw, accept, endorse, discount, execute and issue promissory notes, bills of exchange, bills of lading, warrants, debentures and other negotiable or transferable instruments;
- (s) to borrow or raise and secure payment of money in such manner as the Institute shall think fit, and in particular by the issue of or upon bonds, debentures or debenture stock, perpetual or otherwise, charged upon all or any of the Institute's property (both present and future), bills of exchange, promissory notes, or other obligations or securities of the Institute, or by mortgage or charge upon all or any part of the property of the Institute, both present and future, and to purchase, redeem or pay off any such security or part thereof;
- (t) to sell, improve, lease, mortgage, dispose of or otherwise deal with all or any part of the property of the Institute;
- (u) to take any gift of property, whether subject to any special trust or not, for any one or more of the objects of the Institute. In case the Institute shall take or hold any property which may be subject to any trusts the Institute shall deal with same only in such manner as is allowed by law having regard to such trusts;
- (v) to take such steps by personal or written appeals, public meetings or otherwise as may from time to time be deemed expedient for the purpose of procuring contributions to the funds of the Institute in the shape of donations, annual subscriptions or otherwise;
- (w) in furtherance of the objects of the Institute to enter into any arrangement or agreement with any other Institute or associations having objects similar to the Institute and to join any association or amalgamation of institutes or associations having such similar objects and to grant affiliation to any institute or association having such similar objects. Provided that the Institute shall not amalgamate with any institute or association unless such institute or association shall prohibit the distribution of its income and property among its members to an extent at least as great as is imposed on the Institute under or by virtue of Rules 5.1 to 7.2 and 28 hereof;
- (x) to purchase or otherwise acquire and undertake all of the property, assets, liabilities and engagements of any one or more of the companies, institutes or associations with which the Institute is authorised to amalgamate;
- (y) in furtherance of the objects of the Institute to transfer all of the property, assets, liabilities or engagements of this Institute to any one or more companies, institutes or associations with which this Institute is authorised to amalgamate;

- (z) to undertake and execute any trusts or any agency business which may seem directly or indirectly conducive to any of the objects of the Institute. In case the Institute shall take or hold any property which may be subject to any trusts the Institute shall deal with same only in such manner as is allowed by law having regard to such trusts;
- (aa) from time to time to subscribe or contribute to any patriotic or charitable benevolent or useful object;
- (bb) to do all such other things as are incidental or conducive to the attainment of the above objects provided that the Institute shall not support with its funds any object or endeavour to impose or procure to be observed by tis members or others any regulation or restriction which if an object of the Institute would make it a trade union.

5. INCOME AND PROPERTY OF COMPANY

- 5.1 The income and property of the Company shall be applied solely towards the promotion of the objects of the Company as set out in this Constitution and no portion shall be paid or transferred, directly or indirectly by way of dividend, bonus or otherwise to the Members of the Company or to any Director except as detailed below.

6. REMUNERATION, PUBLICATIONS AND PRIZES

- 6.1 Rule 5.1 shall not prevent the payment in good faith of remuneration to any Member of the Company in return for any services actually rendered to the Company or for goods supplied in the ordinary and usual way of business nor prevent the payment of interest at a rate not exceeding the rate for the time being payable by the Company's bankers for commercial overdrafts on money borrowed from any Member of the Company or reasonable and proper rent of the premises leased by any Member to the Company.
- 6.2 Rule 5.1 shall not prevent the gratuitous distribution among or sale at a discount to subscribers to the funds of the Institute of any books or other publications relating to any of its objects nor prevent any Member from receiving a prize or other recognition as a competitor or exhibitor at any competition, exhibition or examination held, promoted or contributed to by the Institute.

7. PAYMENTS TO DIRECTORS

- 7.1 No Director of the Company shall be appointed to any salaried office of the Company or any office of the Company paid by fees and no payment shall be made or other benefit in money or money's worth shall be paid or given by the Company to any Director except:
 - (a) repayment of expenses incurred by the Director in the performance of any duty as a director of the Company in accordance with Rule 7.2;
 - (b) payment 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 Directors and where the amount payable is approved by the Directors and is not more than an amount which commercially would be a reasonable payment for the service;

PROVIDED that the prohibition herein contained shall not apply to any remuneration deemed to be paid or provided to any Director in accordance with Section 211 and Section 212 of the Act.

- 7.2 Every Director may be reimbursed from Company funds all reasonable travel, accommodation and other expenses incurred by the Director in attending meetings of the Company or of the Board or of any committees of the Board or while engaged on business of the Company. Such payment of Directors' expenses is to be subject to the approval of the Board.

8. **LIABILITY OF MEMBERS**

Every Member of the Company undertakes to contribute to the assets of the Company if the Company is wound up during the time it is a Member, or within one year afterwards, for payments of the debts and liabilities of the Company contracted before the time at which it ceases to be a Member and of the costs, charges and expenses of winding up the same and for the adjustment of the rights of contributories amongst themselves, such amount as may be required not exceeding twenty dollars (\$20.00).

9. **MEMBERS**

- 9.1 There shall be three classes of Members of the Company, namely:

- (a) **Corporate Members** consisting of persons (other than natural persons) who agree to accept the objects of the Company and apply for and are admitted to such membership of the Company;
- (b) **Individual Members** consisting of individuals who agree to accept the objects of the Company and who are accepted by the Board as Individual Members; and
- (c) **Associate Members** consisting of individuals or bodies (incorporated or unincorporated) who agree to accept the objects of the Company and who are accepted by the Board as Associate Members and who shall not be entitled to vote.

- 9.2 It shall be a precondition to the admission of a person to membership of the Company that such person has paid all membership fees which may be set by the Board from time to time.

- 9.3 The Board may establish various levels of Individual Members including honorary members but the granting of such status will be at the sole discretion of the Board.

- 9.4 Every Member shall furnish particulars of his address and of the type of membership he holds and any changes thereto to the Secretary.

- 9.5 The names of all Members shall be entered in the Register.

10. **CONDITIONS GOVERNING MEMBERSHIP**

- 10.1 Admission to membership of the Company shall be decided by the Board.

- 10.2 When an applicant has been accepted for membership the Secretary shall send to the applicant written notice of his acceptance. Any annual levy, contribution or subscription shall become

due and payable in advance on the first day of January in every year or on such other date as the Board may determine.

11. CESSATION OF MEMBERSHIP

A person shall cease to be a Member:

- (a) upon, in the case of a natural person, the death or bankruptcy of the Member;
- (b) if, in the case of a Member which is not a natural person:
 - (i) it has a receiver, or receiver and manager, administrator or similar appointed to it or any of its assets and that appointment is not revoked within 28 days; or
 - (ii) an application or order is made for the winding up or dissolution of the Member and remains undismissed for 28 days;
- (c) if the annual subscription of the Member is in arrears for more than 6 months after the due date for payment thereof or such time as may be decided by the Board; or
- (d) upon written notice of resignation being received at the Company's registered office from the Member.

12. DISCIPLINARY POWERS

- 12.1 Subject to the provisions of Rule 12.2, the Board shall have power by resolution and at its option to suspend or expel a Member at any time if in the opinion of the Board, such Member is acting in a manner which may bring the Member or the Company into disrepute.
- 12.2 The Board shall not be empowered to pass a resolution to suspend or expel any Member pursuant to Rule 12.1 unless at least one week before the meeting of the Board at which such a resolution is to be considered the Member is given notice of the meeting and of what is alleged against that Member and of the intended resolution. The Member shall at such meeting and before the passing of such resolution be given an opportunity of giving orally or in writing any explanation or defence the Member may think fit.
- 12.3 If the membership of any person is terminated (for whatever reason), that person shall remain liable to pay any entrance fee or annual subscription in arrears due and unpaid at the date of the termination.

13. GENERAL MEETINGS

- 13.1 An annual general meeting of the Company shall be held in accordance with the provisions of the Act. All meetings of the Company other than the annual general meeting shall be called general meetings.
- 13.2 The Board may, by giving appropriate notice call a general meeting. Every notice shall specify the purpose for which such a meeting is called.

- 13.3 Subject to the provisions of the Act relating to special resolutions and agreements for shorter notice, at least fourteen (14) days notice of each general meeting (exclusive of the date on which the notice is served or deemed to be served and exclusive of the day for which notice is given) specifying the place the day and the hour of meeting and in case of special business the general nature of that business shall be given to such persons as are entitled to receive notice of the meeting.
- 13.4 All business shall be special that is transacted at a general meeting and all that is transacted at an annual general meeting shall be special with the exception of the consideration of the accounts, balance sheets and the report of the Board and auditors and the appointment of the auditors, if necessary.
14. **PROCEEDINGS AT GENERAL MEETINGS**
- 14.1 No business shall be transacted at any general meeting unless a quorum of Members present in person is present at the time when the meeting proceeds to business. Unless otherwise provided in this Constitution, ten (10) Members present in person and entitled to vote shall be a quorum. No business, except the adjournment of the meeting, shall be transacted unless a quorum is present.
- 14.2 If within half an hour from the time appointed for the meeting a quorum is not present, the meeting shall stand adjourned to no earlier than the same day in the next week at the same time and place, or to such other day and at such other time and place as the Board may determine and if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting the Members present (being not less than four (4)) shall be a quorum.
- 14.3 The President shall preside as Chairman at every general meeting of the Company or if there is no President or if he is not present within fifteen (15) minutes after the time appointed for the holding of the meeting or is unwilling to act, the Vice President shall be the Chairman or if the Vice President is not present or is unwilling to act then the members present shall elect a Board Member to be the Chairman of the meeting.
- 14.4 The Chairman may with the consent of any meeting at which a quorum is present (and shall if so directed by the meeting) adjourn the meeting from time to time and from place to place but no business shall be transacted at any adjourned meeting other than business left unfinished at the meeting from which the adjournment took place. When a meeting is adjourned for thirty (30) days or more notice of the adjourned meeting shall be given as in the case of an original meeting. Save as aforesaid it shall not be necessary to give any notice of an adjournment or the business to be transacted at an adjourned meeting.
- 14.5 At any general meeting a resolution put to the vote of the meeting shall be decided on a show of hands together with the counting of postal votes unless a poll is (before or on the declaration of the result of the show of hands) demanded by at least four (4) present in person. Unless a poll is so demanded a declaration by the Chairman that a resolution has on show of hands been carried or carried unanimously or by a particular majority or lost and an entry to that effect in the book containing the minutes of the proceedings of the Company shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the resolution. The demand for a poll may be withdrawn.

- 14.6 If a poll is duly demanded it shall be taken in such a manner and either at once or after an interval or adjournment or otherwise as the Chairman directs and the result of the poll shall be the resolution of the meeting at which the poll was demanded but a poll demanded on the election of a Chairman or on a question of adjournment shall be taken forthwith.
- 14.7 In the case of an equality of votes whether on a show of hands or on a poll the Chairman of the meeting at which the show of hands takes place or at which the poll is demanded shall be entitled to a second or casting vote.
- 14.8 Each Member (except Associate Members) including representatives of Corporate Members may vote in person or by proxy or by postal vote. On a show of hands or on a poll, every such Member (or representative) present in person or by proxy who is eligible to vote shall have one (1) vote.
- 14.9 Unless all sums payable by any Member to the Company have been paid such eligible Member shall not, unless the Board otherwise determines, be entitled to vote at a general meeting either personally or by postal vote, representative, proxy or attorney or as representative, proxy or attorney for another Member or to exercise any privilege as a Member.
- 14.10 Any instrument appointing a proxy shall be in writing under the hand of the Member or of his or its attorney duly authorised in writing. A Member shall be entitled to instruct his or its proxy in favour of or against any proposed resolutions. Unless otherwise instructed the proxy may vote as he thinks fit.
- 14.11 The instrument appointing a proxy may be in the following form or in a common or usual form:

Form of General Proxy

I,

of

being a *Individual Member/Corporate Member of the Institute of Industrial Engineers hereby

appoint

of

or failing him, the Chairman of the meeting as my proxy to vote for me on my behalf

at the general meeting of the Company, to be held on the _____ day

of _____ 200 and at any adjournment thereof.

My proxy is hereby authorised to vote *in favour of/against the following resolution/s:

Signed this _____ day of _____ 200

Signature

NOTE: If the Member desires to vote for or against any resolution the Member shall instruct the proxy accordingly. Unless otherwise instructed, the proxy may vote as he thinks fit.

* Delete whichever is not desired.

14.12

- (a) The instrument appointing a proxy and the power of attorney or other authority (if any) under which it is signed or a notarially certified copy of that power or authority shall be deposited with the designated authority of the Company not less than forty eight (48) hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote or in the case of a poll, not less than forty eight (48) hours, or such other time as the Board may determine, before the time appointed for the taking of the poll and in default the instrument of proxy shall not be valid.
- (b) Any Member who is eligible to vote and is or intends to be absent or resident abroad may deposit in the office an instrument duly stamped (if necessary) appointing a proxy which will be valid for all meetings whatsoever during such absence or residence or until revocation.

14.13 A vote given in accordance with the terms of an instrument of proxy or attorney shall be valid notwithstanding the previous death or unsoundness of mind of the principal (or in the case of a Corporate Member if it is wound up) or revocation of the instrument or of the authority under which the instrument was executed provided that no notification in writing of such death, unsoundness of mind, winding up or revocation as aforesaid has been received by the Company at the registered office before the commencement of the meeting or adjourned meeting at which the instrument is used.

14.14 Any Member eligible to vote who is not present or represented at a general meeting of the Company may vote by forwarding written notice of his or its vote to the designated authority of the Company not less than twenty four (24) hours before the time for holding the meeting or adjourned meeting or in the case of a poll, not less than twenty four (24) hours, or such other time as the Board may determine, before the time appointed for the taking of the poll and in default the postal vote shall not be valid. The notice must specify each resolution on which the Member intends to vote and the vote for or against each resolution. If in the opinion of the Chairman of the meeting the notice is not sufficiently precise to establish the vote of the Member on a resolution, the postal vote is invalid in relation to that resolution.

14.15 The Regulations shall include provisions:

14.15.1 providing opportunity for proponents or candidates to prepare cases stating their views or supporting their election as appropriate;

14.15.2 requiring the direct mailing of voting and explanatory material including the respective cases or policy statements and relevant curriculum vitae material to voters, the provision of return addressed envelopes and the return of ballot papers without charge to the voter if posted in Australia;

14.15.3 specifying the time, not being less than twenty one (21) days, within which votes must be made;

- 14.15.4 setting out other matters which are necessary or desirable for the efficient conduct of postal ballots in the interests of The Institute, including the means which are to be used to advise members of the issues under consideration and the timing of voting.
- 14.15.5 requiring that ballot papers not be opened before the close of the ballot; and
- 14.15.6 providing, if a proponent or candidate requests it, for the presence of scrutineers at the opening and counting of the votes.

15. **THE BOARD**

15.1

- (a) The members of the Federal Council under the previous Memorandum and Articles of Association of the Company shall be the Directors of the Board. They shall continue in office until the first election of Directors held after the adoption of these Rules by the Company, at which time they shall all retire but shall (if qualified) be eligible for re-election.
- (b) A Corporate Member may nominate a representative to serve as a Director.
- (c) Any Member of the Company wishing to nominate another Member as a Director at an annual general meeting shall lodge with the Secretary 72 hours before the time fixed for the annual general meeting, a form proposing such person for election signed by two additional financial Members and with the consent of the person endorsed. The person nominated shall be elected if approved by a majority of valid votes received or made at such annual general meeting.
- (d) All Directors must be Individual Members or representatives of Corporate Members.
- (e) Not more than one (1) director or employee of any one company or organisation shall be eligible to be Directors at the same time.

15.2 The continuing members of the Board may act notwithstanding any vacancy in their body. The minimum number of Directors shall be five (5) and the maximum number shall be ten (10). Such minimum and maximum numbers may be altered by resolution passed at any general meeting of the Company provided that the minimum number is not reduced below the number of five (5).

15.3 If there is an insufficient number of candidates nominated, the Directors may appoint a financial Member or financial Members to fill the vacancy or vacancies but so that the total number of Directors shall not exceed the maximum number fixed.

15.4 The office of a Director shall ipso facto be vacated:

- (a) if he ceases to be an Individual Member or the nominated representative of a Corporate Member;
- (b) if he resigns;

- (c) if, in the case of a Director who is a representative of a Corporate Member, the Corporate Member is in arrears for more than 6 months or such time as decided by the Board after the due date for payment of its annual subscription;
- (d) if, in the case of a Director who is an Individual Member, he is in arrears for more than 6 months or such time as decided by the Board after the due date for payment of his annual subscription;
- (e) if he becomes bankrupt or insolvent or makes any assignment for the benefit of his creditors or takes or attempts to take the benefit of any statutory provisions for liquidation of his affairs and fails to satisfy the Board when required that his inability to pay his debts arose from misfortune and that no discreditable conduct can be imputed to him in connection therewith;
- (f) if he becomes of unsound mind or is a person whose person or estate is liable to be dealt with in any way under the law relating to mental health;
- (g) if he is convicted of a felony;
- (h) if he is removed from office by a resolution of the Company in general meeting;
- (i) if he is removed from office under the provisions hereof;
- (j) if he becomes prohibited from being a Director of a company by reason of any order made under the Act or other law;
- (k) if he ceased to be a Director by operation of Section 201 B(1) or Section 201 C of the Act;
- (l) if he holds any undeclared office of profit under the Company;
- (m) if he holds any undeclared direct or indirect interest in any contract or proposed contract with the Company,
- (n) if he is a representative of a Corporate Member which has ceased to be a Corporate Member;
- (o) if he is absent from two (2) consecutive meetings in a continuous six (6) month period without the consent of the Board.

15.5 Each Director who is appointed to the Board shall be appointed a Director for a term of two (2) years. At all annual general meetings (after the annual general meeting governed by Rule 15.1 (a)) one half of the members of the Board then in office (or if the number of such members of the Board is not a multiple of two then the nearest one half) shall retire and the meeting shall elect new members of the Board to replace those retiring. Any retiring member of the Board shall be eligible for re-election, and shall continue in office until the new Board is elected. The members of the Board to retire in each year shall be those who have been longest in office, but as between those who became members on the same day those to retire shall (unless they otherwise agree among themselves) be determined by ballot.

15.6 Until new Directors are appointed under Rule 15.5 in place of those retiring, the Directors or such of them as have not had their places filled shall continue in office in every respect as though they had been duly appointed at the due time.

16. **POWERS AND DUTIES OF THE BOARD**

16.1 Unless otherwise provided in this Constitution, the management and control of the Company are expressly conferred on the Board, which may exercise all such powers and do all such acts and things as may be exercised and done by the Company and which are not hereby expressed directed or required to be exercised or done by the Company in general meeting.

16.2 Without prejudice to the general powers conferred by the last preceding Rule and the other powers conferred by this Constitution, the Board shall have the following powers:

- (a) It may determine from time to time the Company's fees and charges as may be appropriate.
- (b) It may make vary or repeal Regulations for the administration of the Company and the powers exercisable by them and may make and from time to time amend enlarge or revoke and make new Regulations ancillary to but not inconsistent with this Constitution on all matters whether the same be expressed amongst its powers or not and it may from time to time prescribe all forms which it may consider necessary or expedient for the purpose of carrying out its duties.
- (c) It may establish prizes or scholarships with such conditions attached as it may think fit.
- (d) It may publish or approve and supervise the publication of journals books and papers and utilise any other means of communication.
- (e) It may at its discretion appoint remove or suspend such secretaries officers clerks agents servants and contractors for permanent temporary or special services as it may from time to time think fit and may determine their duties and fix their salaries or emoluments and may require security in such instances and to such amounts as it shall think fit. It may also appoint from time to time the bankers and legal advisers of the Company.
- (f) It may purchase rent or otherwise acquire and furnish suitable premises for the use of the Company.
- (g) It may take cognisance of anything affecting the Company and shall have power to bring before it or its Committees or before general meetings of the Company any matters which it considers material to the Company and may make any recommendation in relation thereto. It may initiate or superintend an investigation under the Constitution or Regulations of the Company.
- (h) So far as it may concern the Company it may institute conduct defend or abandon any legal proceedings by and against the Company or its officers or otherwise concerning

the affairs of the Company and also may compound and allow time for payment or satisfaction of any debts due or of any claims or demands by or against the Company.

- (i) It may make and give receipts releases and other discharges for moneys payable to the Company and for the claims and demands of the Company.
- (j) It may invest and deal with any moneys of the Company upon such security and in such manner as it may be determined from time to time.
- (k) It may establish maintain and conduct libraries for the use of Members of the Company and such other persons as the Board may from time to time approve.
- (l) It may adopt and give effect to a scheme for the payment of pensions or other retiring allowances to employees of the Company.
- (m) It may engage such officers and servants of the Company which it considers necessary and shall regulate their duties and determine their salaries.
- (n) It may make Regulations in regard to the making of awards and the graduation of students.
- (o) It may establish branches of the Company which will operate in accordance with this Constitution and regulations made by the Board.
- (p) It may make such other Regulations as it may determine from time to time.

17. **PROCEEDINGS OF THE BOARD**

- 17.1 Questions arising at a meeting of the Board shall be decided by a majority of votes of Directors present and entitled to vote with each Director being entitled to one vote. In the case of equality of votes the President shall have a second or casting vote.
- 17.2 The Board shall elect from among its members a President and a Vice President each of whom shall hold office for a term of one (1) year but shall be eligible for re-election PROVIDED THAT no President or Vice President shall hold office for more than three (3) terms in succession without the approval of the Board.
- 17.3 The President or Vice President may be removed from that office if three-quarters of the Directors agree by resolution in writing. Otherwise, the President and Vice President shall each respectively hold office until his successor is appointed and any casual vacancy occurring in these offices may be filled by a resolution of the Board of which notice shall have been given to all members of the Board. Any successor so appointed to fill a casual vacancy shall hold office only as long as the person in whose place he is appointed would have held office if the casual vacancy had not occurred.
- 17.4 A meeting of the Board for the time being at which a quorum is present shall be competent to exercise all or any of the authorities powers and discretions vested in it by any means whatsoever.
- 17.5 The Board may delegate any of its powers or functions (not being duties imposed on such Board as the Directors of the Company by the Act or the general law) to one or more

committees consisting of such person or persons as the Board thinks fit including non-Members of the Company. Any committee so formed shall conform to any Regulation that may be imposed by the Board and subject thereto shall have the power to co-opt any Individual Member or Corporate Members of the Company and all members of such committees shall each have one (1) vote.

- 17.6 The meetings and proceedings of every such committee consisting of two (2) or more Members shall be governed by the provisions herein contained for regulating the meetings and proceedings of the Board so far as the same are applicable thereto, but in the case of an equality of votes, the chairman of a meeting of a committee shall not have a second or casting vote.
- 17.7 No resolution of any committee shall bind the Board until adopted by the Board.
- 17.8 The Board shall cause minutes to be regularly kept for the purpose of recording the proceedings of its meetings or of meetings of its committees and of the name of all those present thereat and of all general meetings of the Company. The minutes of any meeting signed by the Chairman of that meeting or of the next succeeding meeting of the Board or of any committee thereof or the Company as the case may be shall be conclusive evidence of the transactions recorded in such minutes.
- 17.9 A resolution of the Board shall be a resolution passed at a meeting of the Board and shall be passed by a majority of the votes as hereinbefore provided.
- 17.10 The Board may meet together, either in person or by telephone, facsimile or any other form of instantaneous communication, for the dispatch of business, adjourn and otherwise regulate its meetings as it thinks fit.
- 17.11 A meeting of the Board shall be convened at any time upon the request of two (2) Directors.
- 17.12 A quorum shall consist of five (5) members of the Board.
- 17.13 If there is a vacancy or vacancies in the office of a Director or offices of Directors, the remaining Directors may act but, if the number of remaining Directors is not sufficient to constitute a quorum at a meeting of Directors, they may act only for the purpose of increasing the number of Directors to a number sufficient to constitute such a quorum or of convening a general meeting of the Company.
- 17.14 The President shall preside as chairman at every meeting of the Board or if there is no President or if at any meeting he is not present within fifteen (15) minutes after the time appointed for holding the meeting, the Vice President shall be chairman or in the absence of both then the Directors may choose one of their number to be chairman of the meeting.
- 17.15 The Board may appoint one or more advisory committees or councils which shall act in an advisory capacity only. They shall conform to any Regulations that may be imposed by the Board and subject thereto shall have power to co-opt any Member or non-Member of the Company and all members of such advisory committees or councils shall each have one (1) vote.

- 17.16 An advisory committee or council may meet and adjourn as it thinks proper. Questions arising at any meeting shall be determined by a majority of votes of the members present, and in the case of an equality of votes the chairman shall not have a second or casting vote.
- 17.17 All acts done by any meeting of the Board or of a committee or by any person acting as a Director shall notwithstanding that it is afterwards discovered that there was some defect in the appointment of any Director or person acting as aforesaid or that the Director or any of them were disqualified, be as valid as if every person had been duly appointed and was qualified to be a member of the Board or committee.
- 17.18 A resolution in writing signed by three-fourths of the Directors for the time being entitled to receive notice of a meeting of the Board shall be as valid and effectual as if it had been passed at a meeting of the Board duly convened and held. Any such resolution may consist of several documents in like form each signed by one or more directors.

18. **DIRECTORS MAY CONTRACT WITH COMPANY**

- 18.1 No Director shall be disqualified by his office from contracting or entering into any arrangement with the Company either as vendor, purchaser or otherwise, nor shall any such contract or arrangement or any contract or arrangement entered into by or on behalf of the Company in which any Director shall be in any way interested be avoided, nor shall any Director so contracting or being so interested be liable to account to the Company for any profit realised by any such contract or arrangement, by reason of such Director holding that office or of the fiduciary relationship thereby established, but every Director shall as soon as practicable after the relevant facts come to the Director's knowledge, disclose at a meeting of the Board any interest in contracts or proposed contracts with the Company or of any office or property held by the Directors which may create duties or interests in conflict with their duties or interests as Directors.
- 18.2 A Director who has a material personal interest in any contract or arrangement may not vote on the matter and must not be present while the matter is being considered by the Board unless the Board has passed a resolution pursuant to section 195 of the Act. A Director who is interested in any contract or arrangement or proposed contract or agreement may notwithstanding such interest attest the affixing of the Seal to any document evidencing or otherwise connected with such contract or arrangement.

19. **ALTERNATE DIRECTORS**

- 19.1 A Director may, with the approval of the majority of Directors, appoint a person to be an alternate Director in his place during such period as he thinks fit.
- 19.2 An alternate Director is entitled to notice of meetings of the Directors and, if the appointor is not present at such a meeting, is entitled to attend and vote in his stead.
- 19.3 An alternate Director may exercise any powers that the appointor may exercise and the exercise of any such power by the alternate Director shall be deemed to be the exercise of the power by the appointor.
- 19.4 An alternate Director shall not be of a lesser membership classification than the appointor.

19.5 The appointment of an alternate Director may be terminated at any time by the appointor notwithstanding that the period of appointment of the alternate Director has not expired and terminates in any event if the appointor vacates office as a Director.

19.6 An appointment, or termination of an appointment, shall be effected by a notice in writing signed by the Director who makes or made the appointment and served on the Company.

20. REGULATIONS

20.1 The Board may from time to time make, amend and repeal Regulations (subject to the Act and to this Constitution) in respect of any matter authorised by this Constitution and in respect of any subject or matter for the general order of the Company and the management and conduct of its affairs and whether or not such subject or matter is expressly referred to in this Constitution or one concerning which Regulations may be made.

20.2 Every Regulation when enforced shall be binding upon all Members of the Company and shall have the same effect as this Constitution. The decision of the Board on the construction or interpretation of any Regulation shall be conclusive and shall bind all Members.

20.3 Notwithstanding the foregoing provisions of this Constitution, the Company by resolution may amend or repeal Regulations made by the Board provided however that no such amendment or repeal of any Regulation made by the Board shall affect the validity of any act, matter or thing done or permitted to be done by the Board or by any member of the Board under the Regulations then in force.

21. SECRETARY

21.1 The Secretary shall in accordance with the Act be appointed by the Board for such term upon such conditions as it thinks fit and any Secretary so appointed may be removed by it. Nothing herein shall prevent the Board from appointing a Member of the Company as Secretary.

22. DIVISIONS

22.1 The Board may establish a Division of the Institute at any centre it considers suitable, and shall define the area of such Division.

22.2 The board may determine that a Member not resident in the area of a Division be attached to that Division.

22.3 Each Division shall be governed by a Divisional Council comprised of a minimum of four (4) and maximum of seven (7) Members. A Divisional Council shall manage its own affairs subject to the control of the Board.

22.4 General Meetings shall be conducted in accordance with these Rules (with all necessary alterations) as if the Division were the Company, and the members of a Divisional Council shall be elected in accordance with these Rules (with all necessary alterations) as if the Divisional Council were the Board, excepting that the annual general meeting shall be held by 31 July of each year.

22.5 A Divisional Council may, with the consent of the Board, establish or discontinue Branches of the Division, and may make regulations for the Branches provided that they are first approved by the Board.

23. SEAL

23.1 The company may adopt a seal.

23.2 If the Company has a seal then the directors must provide for the safe custody of the seal. The seal is to be used only by the authority of the directors, or of a committee of the directors authorised by the directors to authorise the use of the seal, and every document to which the seal is affixed is to be signed by a director and countersigned by another director, a secretary or another person appointed by the directors to countersign that document or a class of documents in which that document is included.

23.3 The Company may execute a document, including a deed, by having the document signed by:

23.3.1 two directors; or

23.3.2 a director and the company secretary; and

if the Company executes a deed, the document is to be expressed to be executed as a deed and be executed in accordance with the appropriate procedures set out in rule 22.2 or this rule.

23.4 Notwithstanding the provisions of rules 22.2 and 22.3, any document including a deed, may also be executed by the Company in any other manner permitted by law.

24. ACCOUNTS

24.1 The Board shall cause proper accounts and other records to be kept and shall distribute copies of every profit and loss account and balance sheet (including every document required by law to be attached thereto) accompanied by a copy of the auditor's report thereon as required by the Act **PROVIDED HOWEVER** that the Board shall cause to be made out and laid before each annual general meeting a balance sheet and profit and loss account made up to a date not more than five (5) months before the date of the meeting.

24.2 A copy of each balance sheet (including every document required by law to be annexed thereto) which is laid before the Company in annual general meeting, together with a copy of the auditor's report, shall not less than fourteen (14) days before the date of the general meeting be sent to all persons entitled to receive notice of the general meeting.

24.3 The financial year for the Company shall end on 30 June.

24.4 The Board shall from time to time determine at what times and places under what conditions or Regulations the accounting and other records of the Company shall be open to inspection by the Members.

25. AUDIT

25.1 A qualified auditor or qualified auditors shall be appointed and his or their duties will be regulated in accordance with the Act.

26. **NOTICES**

26.1 Any notice required by law or by or under this Constitution to be given to any Member shall be given by sending it by post or electronically to the address given to the Company by that Member.

26.2 Notice of every general meeting of the Company shall be given to:

(a) every Member except those Members who have not supplied to the Company an address for the giving of notices to them; and

(b) each Director.

27. **INDEMNITY**

27.1 The Company is to indemnify each officer of the Company out of the assets of the Company to the relevant extent against any liability incurred by the officer in or arising out of the conduct of the business of the Company or in or arising out of the discharge of the duties of the officer unless the liability was incurred by the officer through his or her own dishonesty, negligence, lack of good faith or breach of duty.

27.2 In addition to Rule 27.1, an officer of the Company, an officer of a subsidiary of the Company and any member of a committee established under this Constitution may be indemnified as deemed necessary by the Board to the relevant extent out of the assets of the Company against any liability incurred by the officer or member of such committee in or arising out of the conduct of the business of the Company or of the subsidiary or in or arising out of the discharge of the duties of the officer.

27.3 Where the Board considers it appropriate to do so, the Company may pay amounts by way of premium in respect of any contract effecting insurance on behalf or in respect of an officer of the Company or a subsidiary against liability incurred by the officer in or arising out of the conduct of the Business of the Company or of the subsidiary or in or arising out of the discharge of the duties of the officer.

27.4 In this Constitution:

(a) "**officer**" means:

(i) a director, secretary, executive officer or employee; or

(ii) a person appointed as a trustee by, or acting as a trustee at the request of, the Company or any member of a committee established under this Constitution,

and includes a former officer.

- (2) "**duties of the officer**" includes, in any particular case where the Board considers it appropriate, duties arising by reason of the appointment, nomination or secondment in any capacity of an officer by the Company or, where applicable, any member of a committee established under this Constitution to any other corporation.
- (3) "to the relevant extent" means:
- (i) to the extent the Company is not precluded by law from doing so;
 - (ii) to the extent and for the amount that the officer is not otherwise entitled to be indemnified and is not actually indemnified by another person (including, in particular, an insurer under any insurance policy); and
 - (iii) where the liability is incurred in or arising out of the conduct of the business of another corporation or in the discharge of the duties of the officer in relation to another corporation, to the extent and for the amount that the officer is not entitled to be indemnified and is not actually indemnified out of the assets of that corporation;
- (4) "**liability**" means all costs, charges, losses, damages, expenses penalties and liabilities of any kind including, in particular, legal costs incurred in defending any proceedings (whether criminal, civil, administrative or judicial) or appearing before any court, tribunal, government authority or otherwise.

28. **DISSOLUTION**

- 28.1 If in the event of the winding up or dissolution of the Company there remains after the satisfaction of all its debts and liabilities any property whatsoever the same shall not be paid to or distributed among the members of the Company but shall be given or transferred to some other institution or institutions having objects similar to the objects of the Company and which shall prohibit the distribution of its or their income and property among its or their members to an extent at least as great as is imposed on the Company under these Rules such institution or institutions to be determined by the members of the Company at or before the time of dissolution and in default thereof by the Chief Judge in Equity of the Supreme Court of New South Wales or such other Judge of that Court as may have or acquire jurisdiction in the matter and if and so far as effect cannot be given to the aforesaid provision then to some charitable object.