

CONSTITUTION

Sports Taekwondo

Queensland Inc.

IA56164

ABN 54 759 665 642



T/A Australian Taekwondo Qld.



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1. DEFINITIONS AND INTERPRETATIONS

1.1 Definitions

In this Constitution unless the context requires otherwise:

Act means the *Associations Incorporation Act 1981 - Queensland* as modified and amended from time to time and includes any regulations made under that Act and any exemption or modification to that Act applying to the Association.

Affiliated Member means a sport club or association Registered with the Association and admitted to the Association under **clause 6** and the Policies.

AGM or **Annual General Meeting** means the Annual General Meeting of the Association required to be held by the Association in each calendar year under **section 55** of the Act.

Association means Sports Taekwondo Queensland Inc., an incorporated association pursuant to the Act.

ATQ means Australian Taekwondo Queensland and is the trading name for Sports Taekwondo Queensland Inc. (STQ)

Board means the Management Committee, as defined in the Act, of the Association.

Chairperson or **Chair** means the person appointed as the Chair of the Association under **clause 15.8**.

Constitution means this Constitution as amended from time to time, and a reference to a particular clause is a reference to a clause of this Constitution.

Delegate means the persons elected or appointed from time to time by the Association to act for and on behalf of the Association, and to represent the Association including at Sports Taekwondo Australia Limited (STAL) general meetings.

Director means a member of the Board of the Association.

General Manager means a person appointed as executive officer of the Association by the Directors.

General Meeting means a general meeting of Members and includes the AGM.

Independent Director means a person who does not:

- (a) hold an Official Position with the STAL or with an Affiliated Member;
- (b) work (as either an employee or contractor) with the STAL or the Association or an Affiliated Member;
- (c) have a business relationship or family relationship with any of the Directors; and
- (d) participate in Taekwondo (either as an athlete or as a parent or partner of an athlete).

Life Member means a person admitted to the Association as a life member under **clause 6.5**.

Member means a member of the Association under **clause 6**.

Member State has the same meaning as in the STAL Constitution.

National Sporting Organisation means STAL who is the governing body for Taekwondo in Australia and recognised as such by WT.

Nominations Committee means the sub-committee of the Board, validly formed pursuant to a by-law of the Association, tasked with managing the election of Directors.

Objects means the objects of the Association set out in **clause 3**.

Official Position means, in connection with a body corporate or organisation, a person who:

- (a) holds a position, whether elected or appointed, as president, vice president, secretary, treasurer, director or equivalent of that body corporate or organisation; or
- (b) has, directly or indirectly, a material ownership or financial interest in that body corporate or organisation.

Policy means a policy made by the Association under this Constitution and/or by STAL, as the case may be.

Queensland Sporting Organisation means STQ Inc. T/A ATQ who is the governing body for Taekwondo in the State of Queensland and recognised as such by STAL.

Registration means registration of a Member with the Association, such registration being in the form of a signed application and, in the case of Individual Members, their consent to membership of the Association as required by **clause 6.2** and Registered has a corresponding meaning.

Relevant Business Connection relates to an organisation that is, or is being considered for, Affiliate Membership and means an organisation that is connected to an association member in an appropriate way, as determined and monitored by the Association's Board. Examples include a company for which a member is a Director, an association for which a member is on the management committee and a partnership where a member is one of the partners. In all instances the organisation seeking to be an Affiliate Member would be relevant to Taekwondo, either in direct delivery or as a supporter's club.

Secretary means a person appointed as the secretary of the Association by the Directors under **clause 18**.

Special Resolution means a resolution that must be passed by a majority of at least 75% of votes exercisable by Voting Members present and entitled to vote at the relevant General Meeting in accordance with this Constitution and/or the Act.

Sport means Taekwondo as recognised and regulated in Australia by STAL from time to time and includes Taekwondo for athletes with disabilities.

SSO means the State Sporting Organisation for the State of Queensland.

STAL means TKD Sports Taekwondo Australia Limited a Company Limited by Guarantee under the *Corporations Act* or its successor.

STAL Board means the board of directors of STAL.

STAL Constitution means the constitution of STAL as amended from time to time.

State means the States of Australia, which shall be deemed to include each of the Northern Territory and the Australian Capital Territory.

Statutes and Regulations mean the statutes and regulations of the World Taekwondo (WT) in force from time to time.

Sub-Committee means a sub-committee established by the Directors under **clause 20**.

Telecommunications Meeting means a meeting held by telephone, video, any other technology (or any combination of these technologies), which permits each Director at a meeting of Directors or each Voting Member at a meeting of members to communicate with any other participant.

Voting Member means, in relation to a General Meeting, those Members entitled to vote in person or by proxy.

WT means World Taekwondo, the International Federation (IF) governing the sport of Taekwondo and is a member of the Association of Summer Olympic International Federations (ASOIF) and International Paralympic Committee (IPC).

1.2 Interpretation

In this Constitution unless the context requires otherwise:

- (a) **(Presence of a Member)** a reference to a Member present at a General Meeting means the Member present in person, by proxy or by technology, in the case of a Telecommunications Meeting;
- (b) **(Document)** a reference to a document or instrument includes any amendments made to it from time to time and, unless the contrary intention appears, includes a replacement;
- (c) **(Gender)** words importing any gender include all other genders;
- (d) **(Person)** the word person includes a firm, a body corporate, a partnership, a joint venture, an unincorporated body or association or an authority;
- (e) **(Successors)** a reference to an organisation, club or association or other entity includes a reference to its successors;
- (f) **(Singular includes plural)** the singular includes the plural and vice versa;
- (g) **(Instruments)** a reference to a law includes regulations and instruments made under it;
- (h) **(Legislation)** a reference to a law or a provision of a law includes amendments, re-enactments or replacements of that law or the provision, whether by a State or the Commonwealth or otherwise;
- (i) **(Include)** the words include, includes, including and for example are not to be interpreted as words of limitation;
- (j) **(Signed)** where, by a provision of this Constitution, a document including a notice is required to be signed, that requirement may be satisfied in relation to an electronic communication of the document in any manner permitted by law or by any State or Commonwealth law relating to electronic transmissions or in any other manner approved by the Directors; and
- (k) **(Writing)** writing and written includes printing, typing and other modes of reproducing words in a visible form including, without limitation, any representation

of words in a physical document or in an electronic communication or form or otherwise.

1.3 Associations Incorporation Act

- (a) In this Constitution, unless the context requires otherwise, an expression has, in a provision of this Constitution that deals with a matter dealt with by a particular provision of the Act, the same meaning as in that provision of the Act.
- (b) The provisions of the Act that apply as model rules are displaced by this Constitution and accordingly do not apply to the Association.

1.4 Headings

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

2. NAME

The name of the incorporated association is Sports Taekwondo Queensland Inc.

3. OBJECTS

3.1 STAL

The Association, as a Member State of STAL, shall be guided by the STAL Constitution and Policies.

3.2 Objects of the Association

The Objects of the Association are to:

- (a) be the SSO for Taekwondo in Queensland and act in accordance with the Statutes and Regulations;
- (b) conduct, encourage, promote, advance and manage all levels and aspects of Taekwondo in Queensland with Members and others;
- (c) encourage the provision and development of appropriate events and facilities for participation in Taekwondo;
- (d) maintain and enhance standards, quality and reputation of Taekwondo for the collective and mutual benefit and interests of Taekwondo and members in an environment free from performance enhancing drugs and an environment of integrity and equity, promoting health and safety;
- (e) promote Taekwondo for commercial, government and public recognition; and
- (f) have regard to the public interest in its operations.

4. POWERS

Solely for furthering the Objects under **clause 3**, the Association has the powers of an individual.

5. INCOME AND PROPERTY OF THE ASSOCIATION

5.1 Sole Purpose

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

5.2 Payments to Members

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

- (a) in return for any services rendered or goods supplied in the ordinary and usual course of business to the Association; or

- (b) of interest at a rate not exceeding current bank overdraft rates of interest for moneys lent to the Association; or
- (c) for reasonable rent for premises let to the Association by them.

6. MEMBERS

6.1 Categories of Members

Members of the Association shall fall into one of the following categories:

- (a) **Full Members** which have the right to receive notice, attend and vote at General Meetings of the Association, where the Full Member is over 18 years of age;
- (b) **Affiliated Members** which do not have any voting rights at General Meetings, nor any rights to receive notice or attend such meetings;
- (c) **Life Members** who have the right to receive notice and attend and debate at, but do not have the right to vote at, General Meetings of the Association, unless they are full Members;

6.2 Admission of Members

A person will become a Member, and the Directors will direct the Secretary to record their name in the register of Members kept by the Association, only upon meeting the criteria applicable to the relevant category of membership set out in this Constitution and provided the Member has submitted an application, which is accepted by the Directors, in which the Member undertakes to:

- (a) be bound by this Constitution, the Statutes and Regulations and the Policies (including Policies specific to the relevant category of Membership);
- (b) pay the fees and subscriptions determined to apply to the Member under **clause 9**; and
- (c) support the Association in the encouragement and promotion of its Objects.

6.3 Full Members

Full Members are those individual Members who are a member of STAL.

6.4 Affiliated Members

Affiliated Members are legal entities, other than individuals, that are a member of STAL or have a Relevant Business Connection with a Full Member and are registered with the Association.

6.5 Life Members

- (a) Life Membership is the highest honour that can be bestowed by the Association for longstanding and valued service to Taekwondo in the State of Queensland.
- (b) Any Member may forward a proposed nomination to the Directors for consideration by the Board.
- (c) On the nomination of the Directors, any individual may be elected as a Life Member at any AGM by Special Resolution.
- (d) The Policies may set out the:
 - (i) criteria to be met; and
 - (ii) privileges and benefits of Life Membership which shall include right to receive notice and attend, but not the right to vote at, General Meetings, unless a full member.
- (e) A person may be posthumously recognised as a Life Member.

6.6 Association Discretion

The Association may at its discretion refuse to accept a person or corporate entity as a Member and shall not be required or compelled to provide any reason for such rejection.

6.7 Member Obligations

Each Member will:

- (a) do all that is reasonably necessary to enable the Objects to be achieved;
- (b) be bound by this Constitution and the Policies, Statutes and Regulations;
- (c) act in good faith and loyalty to maintain and enhance the Association and the sport of Taekwondo, its standards, quality and reputation for the collective and mutual benefit of the Members and Taekwondo;
- (d) operate with and promote mutual trust and confidence between the Association and the Members, promoting the economic and sporting success, strength and stability of each other and work cooperatively with each other in the pursuit of the Objects; and
- (e) not undertake or permit to be undertaken any act or thing which might adversely affect or derogate from the standards, quality and reputation of the Association or Taekwondo and its maintenance and development.

6.8 Member Entitlement

A Member is entitled to any benefits of membership prescribed to apply to the relevant category of Membership in the Policies and this Constitution.

6.9 General

- (a) The number of Members of any category of membership is unlimited.
- (b) No Member whose membership ceases has any claim against the Association or the Directors for damages or otherwise arising from cessation or termination of membership.
- (c) Membership is personal to each Member. No Member shall, or purport to, assign the rights comprising or associated with membership to any other person and any attempt to do so shall be void.
- (d) A Member must not act in a manner unbecoming of a Member or prejudicial to the Objects and interests of the Association or Taekwondo or both.

6.10 Member Register

- (a) The Board must keep a register of Members of the Association.
- (b) The register must include the following particulars for each member:
 - (i) full name of the member;
 - (ii) postal or residential address of the member;
 - (iii) date of admission as a member;
 - (iv) category of membership;
 - (v) date of death or time of resignation of the member;
 - (vi) details about the termination or reinstatement of membership; and
 - (vii) any other particulars the Board or members at a general meeting decide.
- (c) The register must be open for inspection by Members of the Association at all reasonable times.
- (d) A Member must contact the secretary to arrange an inspection of the register.
- (e) However, the Board may, on the application of a Member of the Association, withhold information about the Member (other than the Member's full name) from the register available for inspection if the Board has reasonable grounds for believing the disclosure of the information would put the Member at risk of harm.

7. CESSATION OF MEMBERSHIP

7.1 Cessation

Membership of the Association ceases on:

- (a) resignation;
- (b) death;
- (c) conviction for an indictable offence or an offence against the Association;
- (d) having membership fees in arrears for at least 2 months;
- (e) a Member no longer meeting the requirements for membership according to **clause 6**; or
- (f) the Association being dissolved.

7.2 Right of Appeal

A member whose membership is terminated has no right of appeal but may subsequently reapply for membership with the Association after 12 months.

7.3 Resignation

For the purposes of **clause 7.1(a)**, a Member may resign as a Member by giving up to 14 days written notice to the Association pursuant to **clause 25.3**.

7.4 Forfeiture of Rights

A Member who or which ceases to be a Member shall forfeit all rights in and claim upon the Association or the Directors for damages or otherwise, or claim upon its property including its intellectual property rights.

8. GRIEVANCES AND DISCIPLINE OF MEMBERS

8.1 Jurisdiction

All Members will be subject to, and submit to, the jurisdiction, procedures, penalties and appeal mechanisms of the Association whether under the Policies or under this Constitution.

8.2 Policies

- (a) The Directors may make a Policy or Policies:
 - (i) for the hearing and determination of:
 - (A) grievances by any Member who feels aggrieved by a decision or action of the Association or a Member; and
 - (B) disputes between Members relating to the conduct or administration of Taekwondo in Queensland;
 - (ii) for the discipline of Members;
 - (iii) for the formation and administration of an appeals tribunal ("**Appeals Tribunal**") which must be independent of any party before it on the matter which is the subject of the appeal in question;
 - (iv) for the termination of Membership; and
 - (v) for other purposes.
- (b) The Directors in their sole discretion may refer an allegation (which in the opinion of the Directors is not vexatious, trifling or frivolous) by a complainant (including a Director or a Member) that a Member has:
 - (i) breached, failed, refused or neglected to comply with a provision of this Constitution, the Policies or any other resolution or determination of the Directors or any duly authorised committee; or
 - (ii) acted in a manner unbecoming of a Member or prejudicial to the Objects and interests of the Association or Taekwondo, or both; or

- (iii) prejudiced the Association or Taekwondo or brought the Association or Taekwondo or themselves into disrepute;
for investigation or determination either under the procedures set down in the Policies or by such other procedure and/or persons as the Directors consider appropriate.
- (c) During investigatory or disciplinary proceedings under this **clause 8**, a respondent may be required to not participate in Taekwondo or activities associated with the Association, pending the determination of such proceedings (including any available appeal) unless the Directors decide continued participation is appropriate having regard to the matter at hand.
- (d) The Directors shall include in any Policy or Policies a final right of appeal to the Appeals Tribunal.
- (e) Before termination of membership, the committee must give the member a full and fair opportunity to show why the membership should not be terminated.

9. FEES AND SUBSCRIPTIONS

9.1 Membership Fee

- (a) The Board must determine from time to time:
 - (i) the amount (if any) payable by an applicant for membership;
 - (ii) the amount of the annual subscription fee payable by each Member, or any category of Members;
 - (iii) any other amount to be paid by each Member, or any category of Members, whether of a recurrent or any other nature; and
 - (iv) the payment method and the due date for payment.
- (b) Each Member must pay to the Association the amounts determined under this **clause 9** in accordance with **clause 9.1(a)(iv)**.

9.2 Non-Payment of Fees

The right of a Member to attend and vote at a General Meeting is suspended while the payment of any subscription or other amount determined under this **clause 9** is in arrears greater than 30 days.

9.3 Deferral or reduction of subscriptions

- (a) The Directors may defer the obligations of a Member to pay a subscription or other amount, or reduce (including to zero) the subscription or other amount payable by a Member, if the Directors are satisfied that:
 - (i) there are reasonable grounds for doing so;
 - (ii) the Association will not be materially disadvantaged as a result; and
 - (iii) the Member agrees to pay the deferred or (if greater than zero) the reduced subscription or other amount within a time fixed by the Directors.
- (b) If the Directors defer or reduce a subscription or other amount payable by a Member under this **clause 9.3**, that Member will retain their rights to attend and vote at a General Meeting, unless otherwise specified by the Directors.

10. GENERAL MEETINGS

10.1 Annual General Meeting

Annual General Meetings of the Association are to be held:

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

10.2 Power to convene General Meeting

- (a) The Directors may convene a General Meeting when they think fit and must do so if required by the Act.
- (b) The Voting Members may convene a General Meeting by requisition to the Board signed by at least one third of the total number of Voting Members. Upon receipt of a valid requisition the Board must convene a General Meeting within 60 days. If the Secretary does not issue Notice of General Meeting in terms of **clause 10.3** then the Members may determine the time and location for a meeting and issue a Notice of General Meeting in terms of **clause 10.3**.

10.3 Notice of a General Meeting

- (a) Notice of a General Meeting of Members must be given:
 - (i) to all Members entitled to attend the General Meeting, the Directors, and the auditor of the Association; and
 - (ii) in accordance with **clause 25** and the Act.
- (b) At least 30 days prior to the proposed date of the AGM, the Secretary will request from Voting Members notices of motions, which must be received no less than 21 days prior to the AGM.
- (c) At least 14 days' notice of the time and place of a General Meeting must be given, together with:
 - (i) all information required to be included in accordance with the Act;
 - (ii) in the case of a proposed Special Resolution, the intention to propose the Special Resolution and the terms of the proposed Special Resolution; and
 - (iii) where applicable, a list of all nominations received for positions to be elected at the relevant General Meeting.

10.4 No other business

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

10.5 Cancellation or postponement of General Meeting

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

- (a) Members according to the Act; or
- (b) the Directors at the request of Members.

10.6 Written notice of cancellation or postponement of General Meeting

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

- (a) member entitled to attend the General Meeting; and
- (b) other person entitled to notice of a General Meeting under the Act.

10.7 Contents of notice postponing General Meeting

A notice postponing a General Meeting must specify the:

- (a) new date and time for the meeting; and
- (b) place where the meeting is to be held, which may be either the same as or different to the place specified in the notice originally convening the meeting.

10.8 Number of clear days for postponement of General Meeting

The number of clear days from the giving of a notice postponing a General Meeting to the date specified in that notice for the postponed meeting must not be less than the number of clear days' notice of that General Meeting required to be given by **clause 10.3** or the Act.

10.9 Business at postponed General Meeting

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

10.10 Proxy or attorney at postponed General Meeting

Where:

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

10.11 Non-receipt of notice

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

10.12 Right to appoint proxy

- (a) A Voting Member entitled to attend a General Meeting of the Association is entitled to appoint a person as their proxy to attend the meeting in their place in accordance with the Act.
- (b) A proxy may be revoked by the appointing Member at any time by notice in writing to the Association.

10.13 Form of proxy

The instrument appointing a proxy may be in form determined by the Directors from time to time.

10.14 Attorney of Member

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

10.15 Lodgement of proxy or attorney documents

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

- (b) An undated proxy is taken to be dated on the day that it is received by the Association.

10.16 Authority given by appointment

- (a) Unless the terms of the appointment specify to the contrary, an appointment by a Voting Member confers authority on a proxy or attorney to:
 - (i) agree to a General Meeting being convened by shorter notice than is required by the Act or by this Constitution;
 - (ii) speak to any proposed resolution; and
 - (iii) demand or join in demanding a poll on any resolution.
- (b) Unless the terms of the appointment specify to the contrary, even if the instrument of appointment refers to specific resolutions and directs the proxy or attorney on how to vote on those resolutions, the appointment is taken to confer authority to:
 - (i) vote on any amendment moved to the proposed resolutions and on any motion that the proposed resolutions not be put or any similar motion;
 - (ii) vote on any procedural motion; and
 - (iii) act generally at the meeting.
- (c) Unless the terms of the appointment specify to the contrary, if the instrument of appointment refers to a specific meeting to be held at a specified time or venue and the meeting is postponed or adjourned or changed to another venue, then the appointment confers authority to attend and vote at:
 - (i) the postponed or adjourned meeting; or
 - (ii) the new venue.
- (d) An appointment of a proxy may be a standing proxy — that is, the appointment under the proxy remains valid until it is revoked by the Voting Member that made the appointment.
- (e) The instrument appointing a proxy may provide for the Chairperson to act as proxy in the absence of any other appointment or if the person or persons appointed fails or fail to attend the meeting.
- (f) The instrument appointing a proxy may direct the manner in which the proxy is to vote in respect of a particular resolution.
- (g) If a proxy is appointed to vote on a particular resolution by more than one Voting Member and the instruments appointing the proxy direct the proxy to vote on the resolution in different ways, then the proxy must not vote on a show of hands taken on the resolution.

11. PROCEEDINGS AT GENERAL MEETING

11.1 Number for a quorum

The number of Full Members who must be present and eligible to vote for a quorum to exist at a General Meeting is the number of Directors of the Association plus one.

11.2 Requirement for a quorum

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

11.3 Quorum and time

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

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

11.4 Adjourned meeting

If a quorum is not present within 30 minutes after the time appointed for the adjourned meeting, those members then present shall constitute a quorum.

11.5 Chairperson to preside over General Meetings

- (a) The Chairperson is entitled to preside as Chair at General Meetings.
- (b) If a General Meeting is convened and there is no Chair, or the Chair is not present within 15 minutes after the time appointed for the meeting, or is unable or unwilling to act, the following may preside as Chair (in order of entitlement):
 - (i) a Director (or other person) chosen by a majority of the Directors present;
 - (ii) the only Director present; or
 - (iii) a Voting Member who is entitled to vote and is chosen by a majority of the Voting Members present.

11.6 Conduct of General Meetings

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

11.7 Adjournment of General Meeting

- (a) The Chair may, with the consent of any meeting at which a quorum is present, and must if so directed by the meeting, adjourn the meeting or any business, motion, question, resolution, debate or discussion being considered or remaining to be considered by the meeting.
- (b) The adjournment may be either to a later time at the same meeting or to an adjourned meeting at any time and place agreed by vote of the members present.
- (c) Only unfinished business is to be transacted at a meeting resumed after an adjournment.

11.8 Notice of adjourned meeting

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

11.9 Questions decided by majority

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

11.10 Equality of votes and Chair's casting vote

Where an equal number of votes are cast in favour of and against a resolution, the Chair may not exercise a casting vote and the resolution does not pass.

11.11 Declaration of results

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

11.12 Poll

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

11.13 Objection to voting qualification

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

11.14 Chair to determine any poll dispute

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

11.15 Minutes

- (a) The Secretary must ensure full and accurate minutes of all questions, matters, resolutions and other proceedings of each general meeting are entered in a minute book.
- (b) To ensure the accuracy of the minutes, the minutes of each General Meeting must be signed by the chairperson of the meeting, or the chairperson of the next meeting of the association that is a General Meeting or AGM, verifying their accuracy.

12. VOTES OF MEMBERS

12.1 Votes of Members

- (a) At a General Meeting, on a show of hands and on a poll, each of the Voting Members shall have the votes set out in this **clause 12.1**.
- (b) Each Full Member will receive one vote.
- (c) No Member other than Full Members shall be entitled to vote at General Meetings.

12.2 Election of Directors

Elections for Elected Directors shall be by a show of hands and on a poll.

13. DIRECTORS

13.1 Number of Directors

There must be seven Directors, five from the membership and two independent Directors.

13.2 Directors and Officers

- (a) The Directors will be elected in accordance with the provisions of this Constitution.
- (b) Office bearers shall be elected by the Board, from among the Directors at the first Board meeting following the AGM and they shall have the powers, duties and authorities as delegated by the Board and their term shall be subject to **clause 13.2(c)** and **clause 13.7**, for the following positions:
 - (i) Chairperson (who may be the same person as the President)
 - (ii) President
 - (iii) Treasurer
 - (iv) Secretary
- (c) Should the Board wish to remove a Director from an office held in accordance with **clause 13.2(b)**, then the Directors may resolve to remove that Director from office and elect a new Director to the office vacated by such resolution.

13.3 Nomination for election

- (a) At least 30 days prior to the proposed date of the AGM at which a resolution or resolutions will be proposed to fill a vacancy in a Director's position, the Board will request from Members nominations (which comply with this **clause 13.3** for elections to positions falling vacant, which must be received no less than 21 days prior to the AGM.
- (b) Any Member may nominate a person to fill a vacancy in a Director's position that is to be the subject of an election at the next AGM.
- (c) A nomination must be:
 - (i) in the form required by the Directors; and
 - (ii) signed by the nominator and nominee.

13.4 Term of office of Directors generally

Subject to **clauses 13.2, 13.7** and **13.8**, a Director will hold office for a term of two years.

13.5 Office held until end of meeting

A retiring Director holds office until the end of the meeting at which that Director retires but, subject to the requirement of this Constitution, including **clause 13.7**, is eligible for re-election.

13.6 Director elected at General Meeting

- (a) At a General Meeting:
 - (i) at which a Director retires; or
 - (ii) at the commencement of which there is a vacancy in the office of a Director, there will be a vote of the Members conducted in accordance with **clause 12.2** to fill the vacancy by electing someone to that office.
- (b) Subject to **clauses 13.7** and **13.11**, a Director elected under this **clause 13.6** takes office at the end of the meeting at which they are elected, for a period of two years.

13.7 Maximum term of office for Directors

- (a) A Director may not serve more than three consecutive terms as a Director.

- (b) For the purpose of **clause 13.7(a)**, service by a person filling a casual vacancy in a Director position under **clause 13.8(b)** for any period will be treated as a term.
- (c) A Director who has served a maximum term in accordance with **clause 13.7(a)** shall not be eligible to be a Director for two years following the completion of their maximum term.

13.8 Casual vacancy in ranks of Elected Directors

- (a) The Directors may at any time appoint a person to fill a casual vacancy (as defined in **clause 13.11**) in the rank of the Directors.
- (b) A person appointed under **clause 13.8(a)** holds office for the remainder of the term of the casual vacancy being filled at which time they can offer themselves for re-election.

13.9 Remuneration of Directors

A Director may not be paid for services as a Director but, with the approval of the Directors and subject to the Act, may be reimbursed by the Association for their reasonable travelling, accommodation and other expenses when:

- (a) travelling to or from meetings of the Directors, a Sub-Committee or the Association; or
- (b) otherwise engaged in the affairs of the Association.

13.10 Removal of Director

- (a) Subject to the provisions of the Act, the Association may in General Meeting by ordinary resolution remove any Director prior to the expiration of that Director's term of office.
- (b) Unless otherwise resolved at a General Meeting, a Director removed in accordance with **clause 13.10(a)** cannot be re-appointed as a Director within two years of their removal.
- (c) A Director removed under this **clause 13.10** has no right of appeal.

13.11 Vacation of office

The office of a Director becomes vacant when the Act says it does and also if the Director:

- (a) is removed in accordance with **clause 13.10**;
- (b) becomes of unsound mind or a person whose person or estate is liable to be dealt with in any way under a law relating to mental health;
- (c) resigns from office by notice in writing to the Association;
- (d) accepts appointment to, or becomes ineligible and does not resign from that position within 30 days;
- (e) is not present at three consecutive Directors' meetings without leave of absence from the Directors; or
- (f) is directly or indirectly interested in any contract or proposed contract with the Association and fails to declare the nature of the interest as required by the Act or policy or Director's code of conduct of the Association.

13.12 Alternate Director

A Director cannot appoint an alternate.

14. POWERS AND DUTIES OF DIRECTORS

14.1 Directors to manage the Association

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

14.2 Specific powers of Directors

Without limiting **clause 14.1**, the Directors may exercise all the Association's powers to borrow or raise money, to charge any property or business or give any other security for a debt, liability or obligation of the Association or of any other person.

14.3 Appointment of attorney

The Directors may appoint any person to be the Association's attorney for the purposes, with the powers, authorities and discretions, for the period and subject to the conditions they think fit.

14.4 Provisions in power of attorney

A power of attorney granted under **clause 14.3** may contain any provisions for the protection and convenience of persons dealing with the attorney that the Directors think fit and may also authorise the attorney to delegate (including by way of appointment of a substitute attorney) all or any of the powers, authorities and discretions of the attorney.

14.5 Delegation of powers

- (a) Without limiting **clause 17.3**, the Directors may, by resolution or by power of attorney or writing under seal, delegate any of their powers to the General Manager or the Secretary or any committee of the Board.
- (b) Any delegation by the Directors of their powers:
 - (i) must specify the powers delegated, any restrictions on, and conditions attaching to, the exercise of those powers and the period during which that delegation is to be in force; and
 - (ii) may be either general or limited in any way provided in the terms of the delegation.
- (c) If exercising a power depends on a person's opinion, belief or state of mind, then that power may be exercised by the delegate on the delegate's opinion, belief or state of mind about that matter.

14.6 Code of Conduct

The Directors must:

- (a) adopt a code of conduct for Directors; and
- (b) periodically review the code of conduct in light of the general principles of good corporate governance.

15. PROCEEDINGS OF DIRECTORS

15.1 Charter

The Directors will agree to a Board Charter that defines the respective roles, responsibilities, behaviours and authority of the Board, the Directors and Management in setting the direction and the operations of the organisation.

15.2 Directors meetings

- (a) Subject to **clause 15.1**, the Directors may meet for conducting business, adjourn and otherwise regulate their meetings as they think fit.
- (b) The Directors must meet at least once every two calendar months.

15.3 Questions decided by majority

A question arising at a Directors' meeting is to be decided by a majority. Each Director entitled to vote and present, has one vote on a matter arising for decision by Directors.

15.4 Chair's casting vote

The Chair of the meeting does not have a casting vote in addition to their deliberative vote.

15.5 Quorum

Four Directors constitutes a quorum.

15.6 Effect of vacancy

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

15.7 Convening meetings

- (a) A Director may, and the Secretary on the request of a Director must, convene a Directors' meeting.
- (b) Notice of a meeting of Directors must be given individually to each Director (except a Director on leave of absence approved by the Directors). Notice of a meeting of Directors may be given in person, or by post or other electronic means.
- (c) A Director may waive notice of a meeting of Directors by giving notice to that effect to the Association in person or by post or by telephone or other electronic means.
- (d) A person who attends a meeting of Directors waives any objection that person may have in relation to a failure to give notice of the meeting.
- (e) The non-receipt of a notice of a meeting of the Directors or the accidental omission to give notice of a meeting to a person entitled to receive notice does not invalidate anything done (including the passing of a resolution) at a meeting of Directors.

15.8 Chairperson

- (a) The Chairperson appointed pursuant to **clause 13.2(b)** will remain Chairperson until the following AGM and shall chair any meeting of Directors unless the resolution electing a person as the Chairperson specifies a fixed term for the appointment.
- (b) Despite **clause 15.8(a)**, if:
 - (i) the Chair is not present within 15 minutes after the time appointed for the holding of the meeting; or
 - (ii) the Chair is unwilling to actthe Directors present may elect one of their number to be Chair of the meeting.

15.9 Circulating resolutions

The Directors may pass a resolution without a Directors' meeting being held if notice in writing of the resolution is given to all Directors and all Directors entitled to vote on the resolution (not being less than the number required for a quorum at a meeting of Directors) sign a

document containing a statement that they are in favour of the resolution set out in the document.

15.10 Validity of acts of Directors

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

15.11 Directors' Interests

- (a) A Director shall declare to the Directors any material personal interest or related party transaction as soon as practicable after that Director becomes aware of their interest in the matter.
- (b) Where a Director declares a material personal interest or in the event of a related party transaction, that Director must absent himself or herself from discussion of such matter and shall not be entitled to vote in respect of such matter unless otherwise determined by the Directors.
- (c) In the event of any uncertainty in this regard, the issue shall immediately be determined by a vote of the Directors or, if this is not possible, the matter shall be adjourned or deferred to the next meeting.
- (d) The Board Secretary shall maintain a register of declared interests.

15.12 Minutes

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

16. TELECOMMUNICATION MEETINGS OF THE ASSOCIATION

16.1 Telecommunication Meeting

- (a) A General Meeting or a Directors' Meeting may be held by means of a Telecommunication Meeting, provided that the:
 - (i) number of Members or Directors (as applicable) participating is not less than a quorum required for a General Meeting or Directors' Meeting (as applicable); and
 - (ii) meeting is convened and held in accordance with the Act.
- (b) All provisions of this Constitution relating to a meeting apply to a Telecommunication Meeting in so far as they are not inconsistent with the provisions of this **clause 16**.

16.2 Conduct of Telecommunication Meeting

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

- (a) all persons participating in the meeting must be linked by telephone, audio-visual or other instantaneous means for the purpose of the meeting;
- (b) each of the persons taking part in the meeting must be able to hear and be heard by each of the other persons taking part at the commencement of the meeting and each person so taking part is deemed for the purposes of this Constitution to be present at the meeting;
- (c) at the commencement of the meeting each person must announce his or her presence to all other persons taking part in the meeting;
- (d) a person may not leave a Telecommunication Meeting by disconnecting his or her telephone, audio-visual or other communication equipment unless that person has previously notified the Chair;

- (e) a person may conclusively be presumed to have been present and to have formed part of a quorum at all times during a Telecommunication Meeting unless that person has previously notified the Chair of leaving the meeting; and
- (f) a minute of proceedings of a Telecommunication Meeting is sufficient evidence of the proceedings and of the observance of all necessary formalities if the minute is certified to be a correct minute by the Chair.

17. GENERAL MANAGER

17.1 Appointment of General Manager

The Directors may appoint a General Manager.

17.2 Powers, duties and authorities of General Manager

The General Manager holds office on the terms and conditions (including as to remuneration) and with the powers, duties and authorities, delegated to them by the Directors.

17.3 Delegation by Directors to General Manager

The Directors may delegate to the General Manager the power to conduct the day-to-day management and control of the business and affairs of the Association. The delegation will include the power and responsibility to:

- (a) develop business plans, budgets, strategies, policies, processes and codes of conduct for consideration by the Directors and to implement them to the extent approved by the Directors;
- (b) manage the financial and other reporting mechanisms of the Association;
- (c) approve and incur expenditure subject to specified expenditure limits;
- (d) sub-delegate his or her powers and responsibilities to employees or internal management committees of the Association; and
- (e) any other powers and responsibilities which the Directors consider appropriate to delegate to the General Manager.

18. SECRETARY

18.1 Appointment of Secretary

The Secretary will be appointed by the Board, including subject to **clause 26**, from among the Directors.

18.2 Powers, duties and authorities of Secretary

A Secretary holds office on the terms and conditions (subject to **clause 13.10**) and with the powers, duties and authorities, as delegated by the Directors.

19. DELEGATE TO STAL

The Delegate represents the Association and:

- (a) must not be an employee of the Association or STAL or provide personal services of an employment nature under contract to the Association or STAL; and
- (b) must be a Full Member however described of the Association; and
- (c) is appointed by the Directors and holds office on the terms and conditions (including as to reimbursement subject to **clause 13.9**) and with the powers, duties and authorities as delegated by the Board.

20. SUB-COMMITTEES

20.1 Sub-Committees

- (a) The Directors may delegate any of their powers to Sub-Committees consisting of those persons they think fit (including Directors, individuals and consultants), and may vary or revoke any delegation.
- (b) Each committee of the Association will have an operational charter agreed by the Directors.

20.2 Powers delegated to Sub-Committees

- (a) A Sub-Committee must exercise the powers delegated to it according to the terms of the delegation and in accordance with any directions of the Directors.
- (b) Powers delegated to and exercised by a Sub-Committee are taken to have been exercised by the Directors.

20.3 Sub-Committee meetings

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

21. POLICIES

21.1 Making and amending Policies

- (a) In addition to Policies made under **clause 8.2**, the Directors may from time to time make Policies:
 - (i) that are required to be made under this Constitution; and
 - (ii) which in their opinion are necessary or desirable for the control, administration and management of the Association's affairs and may amend, repeal and replace those Policies from time to time.
- (b) The Policies referred to in **clauses 8.2 and 21.1(a)** take immediate effect after the service of the Policy on the Members and shall be of force and effect on that date.

21.2 Effect of Policies

A Policy:

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

22. COMMON SEAL

The Board must ensure the Association has a common seal. The common seal must be kept securely and used only under the authority of the Board. Each instrument to which the seal is attached must be signed by a member of the Board and countersigned by the Secretary, or another member of the Board or someone authorised by the Board.

23. CUSTODY AND INSPECTION OF RECORDS

23.1 Custody of Records

The Board is responsible for ensuring the safe custody of books, documents, instruments of title and securities of the Association.

23.2 Right of the Members to Inspect Records

A Member does not have the right to inspect any document of the Association (including registers kept by the Association) except as required by law and in particular the Act.

24. ACCOUNTS AND FINANCIAL MATTERS

24.1 Accounting Records

The Directors will cause proper accounting and other records to be kept and will provide copies of audited financial statements as required by the Act.

24.2 Payments

Payments of the Association will be authorised by two Directors in terms of the Association's Financial Policy. One of the authorising Directors must be either the President, Secretary or Treasurer.

24.3 Financial Year

The Financial Year of the Association will end on 31 December.

24.4 Auditor

A properly qualified auditor or auditors shall be nominated by the Directors for the Members vote at the AGM and the remuneration of such auditor or auditors fixed and duties regulated in accordance with the Act or the Directors.

25. SERVICE OF DOCUMENTS

25.1 Document includes notice

In this **clause 25**, document includes a notice.

25.2 Methods of service on a Member

The Association may give a document to a Member:

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

25.3 Methods of service on the Association

A Member may give a document to the Association by:

- (a) delivering it to the Registered Office;
- (b) sending it by post to the Registered Office; or
- (c) sending it to an electronic address nominated by the Association.

25.4 Post

A document sent by post if sent to an address:

- (a) in Australia, may be sent by ordinary post; and
- (b) outside Australia, or sent from an address outside Australia, must be sent by airmail, and in either case, is taken to have been received one week after the date of its posting.

25.5 Electronic Transmission

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

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

26. INDEMNITY

26.1 Indemnity of officers

- (a) This **clause 26** applies to every person who is or has been:
 - (i) a Director, CEO, General Manager or Officer of the Association; and
 - (ii) to any other officers, employees, former officers or former employees of the Association or of its related bodies corporate as the Directors in each case determine.

Each person referred to in this paragraph (a) is referred to as an “Indemnified Officer” for the purposes of the rest of this **clause 26**.

- (b) The Association will indemnify each Indemnified Officer out of the property of the Association against:
 - (i) every liability (except a liability for legal costs) that the Indemnified Officer incurs as an Officer of the Association or of a related body corporate of the Association; and
 - (ii) legal costs incurred in defending or resisting (or otherwise in connection with) proceedings, whether civil or criminal or of an administrative or investigatory nature, in which the Indemnified Officer becomes involved as an officer of the Association or of a related body corporate of the Association;
 - (iii) in regard to legal costs referred to in **clause 26.1(b)(ii)**, should the Indemnified Officer plead or be found guilty in the proceedings then the indemnity applies only to the extent covered by applicable insurances;

Unless:

- (iv) the Association is forbidden by statute to indemnify the person against the liability or legal costs; or
- (v) an indemnity by the Association of the person against the liability or legal costs would, if given, be made void by statute.

26.2 Insurance

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

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

26.3 Deed

The Association may enter into a deed with any Indemnified Officer or a deed poll to give effect to the rights conferred by **clause 26.1** on the terms the Directors think fit (as long as they are consistent with **clause 26**).

27. ALTERATION OF RULES

- (a) Subject to the Act, these rules may be amended, repealed or added to by a special resolution carried at a general meeting.
- (b) However, an amendment, repeal or addition is valid only if it is registered by the Qld Office of Fair Trading.

28. WINDING UP

28.1 Contributions of Members on winding up

- (a) Each Voting Member must contribute to the Association's property if the Association is wound up while they are a Member or within one year after their membership ceases.

- (b) The contribution is for:
 - (i) payment of the Association's debts and liabilities contracted before their membership ceased;
 - (ii) the costs of winding up;
 - (iii) adjustment of the rights of the contributories among themselves; and
 - (iv) the amount is not to exceed \$1.00.
- (c) No other Member is required to contribute to the Association's property if the Association is wound up.

28.2 Excess property on winding up

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