

CONSTITUTION

of THE AUSTRALIAN HAND SURGERY SOCIETY (a company limited by guarantee)

1 August 2001

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1. PRELIMINARY

1.1 Definitions

In this constitution:

Active Member means a person referred to in clause 4.1 (b)

Chairman means the *President*, *President Elect* or other person elected to chair meetings.

Corresponding Member means a person referred to in clause 4.1 (d).

Director means a *director* of the *Society* and includes an alternate *director*.

Foundation Member means a person referred to in clause 4.1 (a).

Honorary Member means a person referred to in clause 4.1 (c).

Law means the Corporations Law.

Member means any person who is for the time being registered as a member of the *Society*.

Objects means the objects of the *Society* set out in clause 2.2

Officer means the officers of the *Society* elected under clause 6.3

President means the president of the *Society* from time to time.

President Elect means the president elect of the *Society* from time to time.

Immediate Past President means the immediate past president of the *Society* from time to time.

Provisional Member means a person referred to in Clause 4.1(g)

Retired Member means a person referred to in clause 4.1 (f)

Senior Member means a person referred to in Clause 4.1 (e)

Secretary means the secretary of the *Society* from time to time.

Society means The Australian Hand Surgery Society

Special Resolution means a resolution of the *Society* which, to be passed, requires a majority which comprises at least three-quarters of such *Voting Members* of the *Society* as vote in person or by proxy at a general meeting of which at least one month's written notice, or in the case of the annual general meeting three months written notice, specifying the intention to propose the

resolution as a Special Resolution has been given in accordance with this Constitution, provided that such votes represent at least 50% of the Voting Membership.

Treasurer means the treasurer of the *Society* from time to time.

Voting Member means any person who is for the time being registered as a *member* of the *Society* whether as a *Foundation Member*, an *Active Member* or a *Senior Member* but does not include an *Honorary Member*, a *Corresponding Member*, a *Provisional Member* or a *Retired Member*.

1.2 Interpretation

In this constitution, unless it is stated to the contrary:

- (a) the singular includes the plural and conversely;
- (b) where a word or phrase is given a defined meaning in this agreement, any other part of speech or other grammatical form of that word or phrase has a corresponding meaning;
- (c) a reference to any legislation includes any amendment or replacement and all subordinate legislation;
- (d) words following the word **include** are not limited by anything preceding that word; and
- (e) references to **agree**, **approve** or **consent** are references to agreement, approval or consent (as the case may be) in writing.

1.3 Headings

Headings in this constitution do not affect interpretation.

2. NAME, OBJECTS and POWERS

2.1 Name

The name of the company governed by this constitution is “The Australian Hand Surgery Society”.

2.2 Objects

The objects of the *Society* are:

- (a) the advancement of the standards of hand surgery;
- (b) to aid and stimulate interest in hand surgery for the benefit of society;
- (c) to promote hand surgery research;

- (d) to promote the improvement of the science of hand surgery;
- (e) to promote and encourage the study and practice of the art and science of hand surgery; and
- (f) to form associations with other organisations having similar objects.

2.3 Powers

- (a) Subject to the Law, the *Society* has the rights, powers and privileges of a natural person.
- (b) Without limiting clause 2.3 (a), the *Society* has power to:
 - (i) issue debentures;
 - (ii) grant a floating charge on its property; and
 - (iii) do anything which it can do by law.

2.4 Income and Property

- (a) The income and property of the *Society* must be applied solely towards the *objects*.
- (b) Subject to clause 2.4 (c) the *members* are not entitled to any part of the income or property of the *Society*.
- (c) A commercially reasonable payment to a *member* for services provided to the *Society* is not prohibited.

2.5 Winding-up

- (a) No *member* is entitled to participate in the property of the *Society* (if any) available for distribution on a winding-up.
- (b) The property of the *Society* (if any) remaining for distribution on a winding-up must be distributed to a non-profit organisation;
 - (i) having objects similar to the *objects*;
 - (ii) whose constituent documents prohibit its members from receiving its income or property; and
 - (iii) which has tax-deductible gift recipient endorsement from the Australian Taxation Office.

3. LIABILITY and GUARANTEE

3.1 Status

The *Society* is a company limited by guarantee.

3.2 Liability

The liability of the *members* is limited as set out in clause 3.3

3.3 Guarantee

If the *Society* is wound-up and the property of the *Society* is insufficient to meet its liabilities, then the *members* will each contribute an amount not exceeding \$1 to meet the deficiency.

A reference to a *member* includes a person who was a *member* within 1 year of the winding-up.

For the purposes of clause 3.3, only liabilities unsecured by the *Society* when the *member* was a *member* are taken into account.

4. MEMBERSHIP

4.1 Categories

There will be 7 categories of members:

- (a) ***foundation members***, being those persons who were *foundation members* of the predecessor to the *Society* and who agree in writing to be members of the *Society*;
- (b) ***active members***, being those persons who:
 - (i) were *active members* of the predecessor to the *Society*; or
 - (ii) who apply and are accepted for membership to the *Society* in accordance with this Clause 4;
- (c) ***honorary members***, being:
 - (i) those persons who were *honorary members* of the predecessor to the *Society*; or
 - (ii) persons of distinction who are appointed as an *honorary member* of the *Society* by the *members* in general meeting after being nominated by the *directors*;
- (d) ***corresponding members***, being those persons:
 - (i) who satisfy the requirements to be an *active member*, except for clause 4.2.1(b)(ii); and
 - (ii) who are registered and practising as a medical practitioner overseas;
- (e) ***retired members***, being:
 - (i) those persons who were *active members* or *foundation members* and
 - (ii) who have retired from operative and from consultative practice; and
 - (iii) apply and are accepted for membership as a *retired members* of the *society* in accordance with this Clause 4.
- (f) ***senior members***, being:
 - (i) those persons who were *active members* or *foundation members*, and
 - (ii) have reached the age of 65 and continue to be active in operative and /or consultative practice; and

- (iii) apply and are accepted for membership as a *senior member* of the *Society* in accordance with this Clause 4;
- (g) ***provisional members***, being those persons who apply and are accepted for provisional membership of the *Society* in accordance with this clause 4

4.2 Criteria

4.2.1 A person is eligible to apply for *active membership* of the *Society* if that person:

- (a)
 - (i) is prepared and able to support the activities of the *Society*, whether financially or otherwise, to an extent to which the *directors* consider is such that the person concerned will enhance the activities of the *Society*; or
 - (ii) possesses such abilities and qualities or is of such standing that the *directors* believe the person concerned would contribute to the achievement of the objects; and
- (b)
 - (i) holds a recognised higher surgical degree or qualification and has received recognised training in the principles and practices of hand surgery; or
 - (ii) by virtue of experience in Australia as a medical practitioner has acquired a comparable standard and has a higher surgical degree which is recognised in Australia such as a Fellowship of the Royal Australasian College of Surgeons or an equivalent.

4.2.2 A person is eligible to apply to become a *Provisional Member* of the *Society* if that person:

- (a)
 - (i) is prepared and able to support the activities of the *Society* whether financially or otherwise to an extent which the directors consider is such that the person concerned will enhance the activities of the *Society* ; or
 - (ii) possesses such abilities or qualities of such standing that the directors believe that the person would contribute to the achievement of the objects of the *Society*; and
- (b) is registered as a medical practitioner in Australia and has a higher surgical degree which is recognised in Australia, such as a Fellowship of the Royal Australasian College of Surgeons or equivalent.

4.3 Applications

Each application for membership (*application*) must be:

- (a) in writing;

- (b) in form acceptable to the *directors*;
- (c) signed by the intended member and proposed and seconded in writing by two voting members;
- (d) delivered to the *Secretary* at least 2 months before the next annual general meeting; and
- (e) accompanied by the application fee determined by the *directors* from time to time.

4.4 Consideration

- (a) The *Secretary* will submit each *application* to the *directors* for their consideration.
- (b) The *directors* will consider each *application* and may endorse or not endorse an *application* in their discretion without giving reasons.

4.5 Acceptance

- (a) Each *application* endorsed by the *directors* will be submitted to the *members* at the next annual general meeting.
- (b) The *voting members* may, by resolution in general meeting, accept an *application*.
- (c) An *application* not accepted is deemed to have been rejected.

4.6 Admission

Upon the acceptance of an *application*, the *Secretary* will:

- (a) notify the proposed *member* of the acceptance; and
- (b) enter that person's name in the Register of Members.

4.7 Fees

- (a) Each *member* is liable to pay such fees as may be determined by the *directors* from time to time.
- (b) The *voting members* may, by resolution in general meeting, vary or revoke any fees determined by the *directors*.
- (c) A *Senior Member* is liable to pay such reduced annual fees as are determined by the *directors* from time to time.

- (d) A *Retired Member* is exempt from paying annual fees.

4.8 Cessation

- (a) A *member* ceases to be a *member*, if the *member*:
 - (i) dies;
 - (ii) fails to pay any fee payable under this constitution and that amount remains unpaid for more than 2 years;
 - (iii) is expelled as a *member* pursuant to the provision of clause 4.10; or
 - (iv) resigns as a *member* by giving notice in writing to the *Secretary*
- (v) has been a *provisional member* for the period from the date of election of membership to the conclusion of the second annual general meeting after the *Provisional Member's* election and has not been elected to become an *Active Member* during the period. In exceptional circumstances, the *directors* may recommend that the period of *provisional membership* be extended until the end of the third Annual General Meeting after the *Provisional Member's* election, provided that the *member* concerned makes application in writing to the *Secretary* at least one month prior to the second *Annual General Meeting* after the *Provisional Member's* election to *Provisional Membership*.
- (b) Upon a *member* ceasing to be a *member*, the *member's* rights and privileges cease.
- (c) Nothing in this clause 4.8 prejudices or affects a *member's* obligation to:
 - (i) pay any amount due and payable to the *Society*; or
 - (ii) contribute to the *Society's* property as provided for in clause 3.

4.9 Transferability

The rights and privileges of a *member* cannot be transferred to any person.

4.10 Expulsion

- (a) Subject to clauses 4.10(b) and 4.10(c), the *voting members* may expel a *member* if a *member*:
 - (i) breaches any provision of this constitution binding on the *member*; or
 - (ii) engages in any conduct which, in the reasonable opinion of the *directors*, is unbecoming of a *member* or which is prejudicial or adverse to the interest of the *Society*.

- (b) The *voting members* can only expel a *member* by a resolution passed by a two-thirds majority of *voting members* at a general meeting.
- (c) The *voting members* cannot expel a *member* unless they:
 - (i) give the *member* not less than 30 days written notice of their intention to propose a resolution referred to in clause 4.10(b); and
 - (ii) allow the *member* to present reasons why the *member* should not be expelled either by:
 - (A) addressing the *voting members* for a period not exceeding 30 minutes at or before the date of the meeting provided that the *member* must give the *Society* not less than 7 days notice before the meeting of the *member's* intention to exercise his or her rights under this clause 4.10(c); or
 - (B) submitting written reasons not exceeding 1,000 words not less than 7 days before the meeting.

5. GENERAL MEETINGS

5.1 Convening

- (a) A *director* may convene a general meeting of the *voting members* at any time by notice to the *voting members* (*general meeting notice*).
- (b) A *general meeting notice* must specify the place, date and time of meeting and, except as provided by clause 5.1(c), state the general nature of the business to be transacted at the meeting.
- (c) It is not necessary for a notice of an annual general meeting to state that the business to be transacted at the meeting includes:
 - (i) the consideration of accounts and the reports of the *directors* and auditors;
 - (ii) the election of *directors* in place of those retiring; and
 - (iii) the appointment and fixing of the remuneration of the auditors.

5.2 Notice

At least 1 month's notice must be given for a general meeting other than an annual general meeting where 3 month's notice is required

5.3 Postponement

- (a) The *directors* may, no later than 72 hours before the time at which a general meeting is to be held in accordance with a *general meeting notice*.
 - (i) postpone that general meeting for a period not exceeding 90 days from the date set out in the *general meeting notice*; and/or
 - (ii) change the place at which that general meeting is to be held.
- (b) For the purposes of clause 5.3(a), the *directors* must give written notice to all *voting members*.
- (c) Any notice postponing a general meeting or changing the place at which it is to be held must specify the place, date and time of that meeting which when held will be deemed to have been duly convened pursuant to the notice first convening it.
- (d)
 - (i) The *directors* may withdraw and cancel a *general meeting notice* other than a *general meeting notice* given to convene a meeting pursuant to section 249D of the *Law*
 - (ii) Written notice of the withdrawal and cancellation of a *general meeting notice* pursuant to this clause 5.3 must be given to all *voting members*.

5.4 Quorum

- (a) No business will be transacted at any general meeting of the *voting members* unless a quorum of *voting members* is present at the time the meeting proceeds to business.
- (b) The quorum for a general meeting of the *voting members* is 10 *voting members*.
- (c) For the purpose of determining whether a quorum is present, a person attending as a proxy or as an attorney will be deemed to be a *voting member*.
- (d) If a quorum is not present within 30 minutes from the time appointed for the meeting:
 - (i) where the meeting was convened on the requisition of *voting members*, the meeting will be dissolved; or

- (ii) in any other case:
 - (A) the meeting stands adjourned to a day, time and place as the *directors* determine or, if no determination is made by the *directors*, to the same day in the next week at the same time and place; and
 - (B) if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting, the meeting will be dissolved.

5.5 Chairman

- (a) The *President* will preside as *chairman* at every general meeting during that person's term of office.
- (b) Where a general meeting is held and:
 - (i) the *President* has not been elected;
 - (ii) the *President* is not present within 15 minutes after the time appointed for the holding of the meeting or is unwilling to act;
 - (iii) the *President Elect* has not been elected; or
 - (iv) the *President Elect* is not present within 15 minutes after the time appointed for the holding of the meeting or is unwilling to act,

the *voting members* present in person or by proxy or attorney and entitled to vote will elect one of their number to chair the meeting.

5.6 Adjournment

- (a) The *chairman* may, with the consent of any meeting at which a quorum is present, and will, if directed by the meeting, adjourn the meeting from time to time and from place to place.
- (b) No business will be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.
- (c) When a meeting is adjourned for 30 days or more, notice of the adjourned meeting must be given as in the case of an original meeting.
- (d) Except as provided by clause 5.6(c), it is unnecessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.

5.7 Voting

- (a) A resolution put to the vote of the *voting members* at any general meeting will be decided on a show of hands unless, before or on the declaration of the result of the show of hands, a poll is demanded by:
 - (i) the *chairman*, or
 - (ii) *voting members* present in person or by proxy or attorney and representing not less than 10 per cent of the total voting rights of all the *voting members* and entitled to vote.
- (b) Unless a poll is demanded, a declaration by the *chairman* that a resolution has on a show of hands been carried, carried unanimously, by a particular majority or lost is conclusive.
- (c) An entry in the book containing the minutes of the proceedings of the *Society* regarding the result of a resolution is conclusive evidence of the fact without proof of the number or proportion of votes recorded in favour of or against the resolution.
- (d) A demand for a poll may be withdrawn.
- (e) If a poll is properly demanded, it will be taken as the *chairman* directs and the result of the poll will be a resolution of the meeting at which the poll was demanded.
- (f) A poll demanded for the election of a *chairman* or on a motion to adjourn a meeting will be taken immediately.

5.8 Equality of votes

In the case of an equality of votes, whether on a show of hands or on a poll, the *chairman* of that meeting does not have a casting vote.

5.9 Value

Subject to any rights or restrictions attached to any membership rights, every *voting member* present in person or by proxy or attorney only has one vote, whether on a show of hands, a poll or otherwise.

5.10 Records

- (a) At every general meeting of the *voting members*, the *Secretary* will make available a register recording all contributions made by *voting members* and the dates on which each of those contributions were made.

- (b) The register is conclusive evidence of the contributions of each *voting member* and the dates on which each of those contributions were made.

5.11 Unpaid amounts

A *voting member* is not entitled to vote at a general meeting unless all amounts presently payable by that *voting member* have been paid.

5.12 Objections

- (a) An objection may be raised to the qualification of a voter only at the meeting or adjourned meeting at which the vote objected to is given or tendered.
- (b) Any such objection will be referred to the *chairman* whose decision is final.
- (c) A vote not disallowed pursuant to such an objection is valid for all purposes.

5.13 Proxies

- (a) A document appointing a proxy must be in writing and signed by the appointer or by that appointer's properly appointed attorney.
- (b) A document appointing a proxy may specify the manner in which the proxy is to vote in respect of a particular resolution.
- (c) Where a proxy document provides, the proxy is not entitled to vote on the resolution except as specified in the document.
- (d) A proxy document will be deemed to confer authority to demand or to join in demanding a poll.
- (e) A proxy document will not be treated as valid unless the document is deposited at the registered office of the *Society*.
 - (i) not less than 48 hours before the time for holding the meeting or an adjourned meeting at which the person named in the instrument proposed to vote; or
 - (ii) in the case of a poll, not less than 24 hours before the time appointed for the taking of the poll.
- (f) A vote given in accordance with the terms of a proxy document or of a power of attorney is valid notwithstanding.
 - (i) the previous death or unsoundness of mind of the principal;

- or
- (ii) the revocation of the instrument (or of the authority under which the instrument was executed) or the power in respect of which the instrument or power is given,

if no written notice of the death, unsoundness of mind or revocation has been received by the *Society* at its registered office before the commencement of the meeting or adjourned meeting at which the instrument is used or the power is exercised

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6. OFFICERS

6.1 Identity

The officers of the *Society* are:

- (a) the *President*;
- (b) the *President Elect*;
- (c) the *Immediate Past President*;
- (d) the *Treasurer*; and
- (e) the *Secretary*

6.2 Membership

The *officers* must be *voting members*.

6.3 Appointment

- (a) The initial *officers* appointed are those elected by the members of the predecessor of the *Society*.
- (b) All subsequent *officers* are appointed by the *voting members* in general meeting.
- (c) A *President Elect* is automatically appointed President at the next annual general meeting at which the President retires.

6.4 Term

Officers hold office until the next annual general meeting after their appointment. A term is therefore defined as the period of time from one Annual General Meeting to the next.

6.5 Duration

Officers cannot be *officers* for more than 4 terms in each office except for the *President*, *President Elect* and the *Immediate Past President* who may only hold office for 2 terms.

6.6 Removal

An *officer* may be removed by a resolution of the *voting members* in general meeting.

6.7 Responsibilities

- (a) The *President* is responsible for chairing meetings of the *directors* and the *voting members*.
- (b) The *President Elect* performs the functions of the *President* if the *President* is unable to act.
- (c) The *Treasurer* is responsible for the financial affairs of the *Society*.
- (d) The *Secretary* is responsible for keeping adequate records of the *Society's* activities (other than financial matters which are the responsibility of the *Treasurer*).

6.8 Delegation

The *directors* may delegate additional responsibilities to the *officers* as the *directors* may decide.

7. DIRECTORS

7.1 Number of directors

- (a) There will be 8 *directors* of which 5 will be the *officers*.
- (b) The *directors* may, by resolution, increase the number of *directors*.

7.2 Membership

A *director* must be a *voting member*.

7.3 Appointment

- (a) The initial *directors* appointed are the 4 *officers* and 3 other directors elected by the members of the predecessor of the *Society*.

- (b) All subsequent *directors* are appointed by the *voting members* in general meeting.

7.4 Term

- (a) *Directors* hold office until the next annual general meeting after their appointment.
- (b) A *director* whose term of office expires is eligible for re-appointment.

7.5 Removal

A *director* may be removed by a resolution of the *voting members* in general meeting.

7.6 Disqualification

- (a) Subject to the provision of the *Law*, no *directors* will be disqualified by the holding of that office from:
 - (i) accepting or holding any office of profit except that of auditor of the *Society* or any company in which the *Society* is a shareholder or otherwise interested; or
 - (ii) contracting with the *Society* as either a vendor, purchaser or otherwise in any manner,nor will:
 - (iii) any such contract or any contract or arrangement entered into by or for the *Society* in which any *director* is in any way interested be avoided; nor
 - (iv) any *director* be liable to account to the *Society* for any profit arising from any such office or place of profit or realised by any such contract or arrangement because of that *director* holding that office or because of the fiduciary relationship established because of that office,but the *director* must disclose that interest (*interest*) at the meeting of the *directors* at which the contract or arrangement is first considered if the *interest* then exists or in any other case at the first meeting of the *directors* after the acquisition of the *interest*.
- (b) If a *director* becomes interested in a contract or arrangement after it had been made or entered into, the disclosure of that *interest* must be

made at the first meeting of the *directors* held after that *director* becomes interested.

7.7. Remuneration prohibited

- (a) The *Society* is prohibited from remunerating *directors*.
- (b) Subject to the *directors*’ approval, the *directors* may be paid all travelling and other expenses properly incurred by them:
 - (i) in attending and returning from meetings of the *directors*, meetings of any committee of the *directors* or general meetings of the *Society*; or
 - (ii) otherwise in connection with the business of the *Society*.

7.8 Vacancy

In addition to the circumstances in which the office of a *director* becomes vacant by virtue of the *Law*, the office of a *director* becomes vacant if the *director*:

- (a) dies or is permanently incapacitated;
- (b) becomes of unsound mind or a person whose person or estate is liable to be dealt with in any way under the law relating to mental health;
- (c) resigns that office by written notice to the *Society*; or
- (d) becomes prohibited from being a *director* by reason of any order made under or pursuant to any law.

7.9 Powers

- (a) Subject to the *Law* and to this constitution, the business of the *Society* will be managed by the *directors* who may exercise all powers of the *Society* which are not, by the *Law* or this constitution, required to be exercised by the *voting member* in general meeting.
- (b) Without limiting clause 7.9(a), the *directors* may exercise all the powers of the *Society* to borrow money, to mortgage or charge any property or business of the *Society* and to issue debentures or give any other security whether outright or for a debt, liability or obligation of the *Society* or of any other person.
- (c) The *directors* may, by power or attorney, appoint any person to be the attorney of the *Society* for any purpose, with any powers, authorities and discretion (being powers, authorities and discretions vested in or exercisable by the *directors*), for any period and subject to any conditions it thinks fit.

- (d) Any power of attorney granted under clause 7.9(c) may contain provisions for the protection and convenience of persons dealing with the attorney as the *directors* think fit.
- (e) All cheques, promissory notes, banker's drafts, bills of exchange and other negotiable instruments, and all receipts for money paid to the *Society*, must be signed, drawn, accepted, endorsed or otherwise executed, as the case may be, by any 2 *directors* or in such other manner as the *directors* determine.

7.10 Proceedings

- (a) The *directors* may meet together either in person or (subject to clause 7.10(f) by telephone or any other form of instantaneous communication for the despatch of business.
- (b) The *directors* may also adjourn and otherwise regulate meetings and proceedings of the *directors* as they think fit.
- (c) A *director* may, at any time, and the *Secretary* must on the requisition of a *director*, convene a meeting of the *directors*.
- (d) Issues arising at a meeting of *directors* will be decided by a majority of votes of *directors* present and voting and any such decision will for all purposes be deemed a decision of the *directors*.
- (e)
 - (i) A decision in which all of the *directors* concur is a resolution of the *directors* notwithstanding that it is not made at a meeting of the *directors*.
 - (ii) The *directors* will cause a record to be kept of any resolution made under clause 7.10(e)(i).
- (f) If:
 - (i) the *directors* confer by radio, telephone, closed circuit television or other means of communication;
 - (ii) all the *directors* who for the time being are entitled to receive notice of a meeting of the *directors* (including alternate *directors*) receive (or waive) notice of the conference and have access to the means by which the conference is to take place;
 - (iii) each of the *directors* taking part in the conference acknowledges they are able to hear each of the other *directors* taking part in the conference: and

- (iv) the number of *directors* taking part in the conference are not less than a quorum whether or not any one or more of those *directors* is out of Australia,

then all the provisions in this constitution relating to meetings of the *directors* will apply to the conference as if that conference were a meeting of the *directors* and the *directors* taking part in the conference were physically present together at a meeting.

- (g) Any resolution passed at a conference will be deemed to have been passed at a meeting of the *directors* held on the day and at the time at which the conference was held.
- (h)
 - (i) The fact that a *director* is taking part in the conference will be made known to all the other *directors* taking part at the commencement of the conference.
 - (ii) A *director* is deemed to continue to be present and form part of the quorum until the *directors* make it known that they are ceasing to take part in that conference and obtains the express consent of the *chairman* of that conference to do so.
 - (iii) At the conclusion of a conference, the *chairman* must request each *director* participating in the conference to confirm that the *director* is in favour or is not in favour of the decisions made at the conference.
- (i) A minute of the proceedings at the conference will be sufficient evidence of those proceedings and observance of all necessary formalities if certified as a correct record by the *chairman* of that conference.

7.11 Validity

All acts done by any meeting of the *directors* or a committee of *directors* or any person acting as a *director* are as valid as if the person had been duly appointed and was qualified to be a *director* or a member of the committee even if it is discovered that there was some defect in the appointment of that person to be, or to act as, a *director* or a member of the committee or that person so appointed was disqualified.

7.12 Conflicts

- (a) Subject to the *Law*, a *director* who has a material personal interest in any matter that is being considered at a meeting of the *directors*:
 - (i) must not vote on the matter; and
 - (ii) must not be present while the matter (or proposed resolution of that kind) is being considered at the meeting.
- (b) Clause 7.12(a) does not apply if the Board has passed a resolution that:

- (i) specifies the *director*, the interest and the matter; and
- (ii) states that the *directors* voting for the resolution are satisfied that the interest should not disqualify the *director* from considering or voting on the matter.

7.13 Quorum

- (a) At a meeting of the *directors*, the number of *directors* whose presence is necessary to constitute a quorum is the number as determined by the *directors* and, unless so determined, is 3.
- (b) If a vacancy or vacancies occur in the office of a *director*, the remaining *directors* may act.
- (c) If the number of remaining *directors* is not sufficient to constitute a quorum for a meeting of the *directors*, they may act only for the purpose of increasing the number of *directors* to constitute a quorum or for convening a general meeting of the *Society*.

7.14 Chairman

- (a) The *President* chairs meetings of the *directors*.
- (b) Where a meeting of the *directors* is held and:
 - (i) the *President* has not been elected;
 - (ii) the *President* is not present within 15 minutes after the time appointed for the holding of the meeting or is unwilling to act;
 - (iii) the *President Elect* can not be elected; or
 - (iv) the *President Elect* is not present within 15 minutes after the time appointed for the holding of the meeting or is unwilling to act,

the *directors* present will elect one of their number to chair the meeting.

7.15 Committees

- (a) The *directors* may delegate any of their powers to a committee or committees consisting of a number of *voting members (committee)* as they think fit.
- (b) A *committee* will exercise the powers delegated in accordance with any directions of the *directors* and a power so exercised will be deemed to have been exercised by the *directors*.

- (c) The members of a *committee* may elect a *director* as *chairman* of their meetings.
- (d) Where a *committee* meeting is held and:
 - (i) a *chairman* has not been elected as provided by clause 7.15(c);
 - or
 - (ii) the *chairman* is not present within 10 minutes after the time appointed for the holding of the meeting or is unwilling to act,
 the members present may elect one of their number to chair the meeting.
- (e) A *committee* may meet and adjourn as it thinks fit.
- (f) Questions arising at a meeting of a *committee* will be determined by a majority of votes of the members present and voting.
- (g) The *chairman* of a *committee* does not have a casting vote.

7.16 Alternate directors

- (a) A *director* may, with the approval of the other *directors*, appoint a person (whether a *voting member* or not) to be an alternate *director* in the appointer's place during such period as that appointer thinks fit.
- (b) An alternate *director* is entitled to notice of meetings of the *directors* and, if the appointer is not present at such a meeting, is entitled to attend and vote in the appointer's stead and to exercise all of the powers and rights of a *director*.
- (c) The appointment of an alternate *director* may be terminated at any time by the appointer notwithstanding that the period of the appointment of the alternate *director* has not expired, and terminates in any event if the appointer is removed from or vacates office as a *director*.
- (d) An appointment, or the termination of an appointment, of an alternate *director* is made by notice signed by the *director* who makes or made the appointment and served on the *Society*.

8. GENERAL PROVISIONS

8.1 Seal

- (a) The *Society* will have a seal.
- (b) The seal will be used only with the authority of the *directors* or of a committee of *directors* authorised by the *directors* to authorise the use of the seal.

- (c) Every document to which the seal is affixed will be signed by a *director* and countersigned by another *director*, the *Secretary* or another person appointed by the *directors* to countersign that document or a class of documents in which that document is included.

8.2 Records

- (a) The *directors* will determine whether and to what extent, at what time and places and under what conditions, the accounting records and other documents of the *Society* or any of them will be open to the inspection of *members* other than *directors*.
- (b) A *member* other than a *director* does not have the right to inspect any document of the *Society* except as provided by law or authorised by the *directors* or by the *Society* in general meeting.

8.3 Audit

- (a) Unless the provisions of the *Law* enable the *voting members* to otherwise agree, the accounts of the *Society* will be audited once at least in every year.
- (b) Auditors of the *Society* will be appointed and may resign or be removed and their remuneration, rights and duties will be regulated in accordance with the provisions of the *Law*.
- (c) A person must not be appointed or act as auditor of the *Society* if that person is not a qualified auditor or has been or is disqualified under the provisions of the *Law*.
- (d) Every account of the *Society* when audited and approved by a general meeting will be conclusive except as regards any error discovered in that account within 3 months next after the approval of that account.

8.4 Indemnity

- (a) To the extent permitted by law, the *Society* will indemnify each *officer* against any *liability* incurred by the officer in or arising out of the conduct of the business of the *Society* or in or arising out of the discharge of the *duties of the officer*.
- (b) In any case where the *directors* consider it appropriate the *Society* may execute a documentary indemnity in any form in favour of any *officer*.
- (c) Where the *directors* consider it appropriate to do so, the *Society* may, to the relevant extent, pay amounts by way of premium in respect of any contract effecting insurance on behalf of or in respect of an *officer* against *liability* incurred by the officer in or arising out of the conduct

of the business of the *Society* or in or arising out of the discharge of the *duties of the officer*.

- (d) In this clause 8.4:
 - (i) *officer* includes a former officer.
 - (ii) *duties of the officer* includes, in any particular case where the *directors* consider it appropriate, duties arising by reason of the appointment, nomination or secondment in any capacity of an *officer* by the *Society*.
 - (iii) *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 other body.

8.5 Notices

- (a) A notice may be given by the *Society* to:
 - (i) any *member* by:
 - (A) personal service; or
 - (B) sending it by post to the address shown in the Register of Members or to the address supplied by that *member* to the *Society* for delivery of notices.
- (b) Where a notice is sent by post, service of the notice will be deemed to be effected by properly addressing, prepaying and posting a letter containing the notice, and to have been effected:
 - (i) in the case of a notice of meeting, on the day after the date of its posting; and
 - (ii) in any other case, at the time at which the letter would be delivered in the ordinary course of post.

8.6 Alteration of the Constitution

- (a) The Constitution of the *Society* may be altered, rescinded or added to by a Special Resolution of the *Society*.
- (b) All proposed amendments to the Constitution of the *Society* shall be submitted to the *Secretary* in writing at least three months prior to the next general meeting. The *Secretary* shall forward a copy of such proposals to every member of the *Society* who is eligible to vote at a time in accordance with Clause 5.2.

I, the person who will be the initial member of the *Society*, agree that the foregoing terms of the constitution will be the constitution of the *Society*.

Signature of initial Member:

Print name of initial Member: Dr Michael Hayes

The above Constitutional changes confirmed by Dr David Stabler (President 2014 - 2016)

Date: 1 April, 2016