

The Constitution of

Arboriculture Australia Limited

ABN 77 090 873 644

formerly the International Society of Arboriculture (Australian Chapter) Limited
and incorporating the National Arborist Association of Australia

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Document Control

Process	Author	Authorised by	Date
Adopted	Australian Company Incorporation Services Pty. Ltd.	<i>Annual General Meeting (to be confirmed)</i>	12 November 1998 or 1999 <i>(to be confirmed)</i>
Amended	C. Hinton	Annual General Meeting	7 September 2003
Amended	C. Hinton	Annual General Meeting	17 May 2010
Amended	C. Hinton/Winter Hilditch & Fotheringham	Annual General Meeting	22 February 2016

I. EFFECT OF THE CONSTITUTION

This constitution shall have effect as a contract:

- (a) between the company and each Member;
- (b) between the Company and each Director and Company secretary; and
- (c) between a Member and each other Member,

pursuant to which each Member agrees to observe and perform the Rules within the Constitution so far as they apply to that Member.

II. OBJECTS

The objects for which the Company is established are:

- (a) To promote the flow of knowledge and technology of arboriculture within the field of planting, maintenance, protection, management and utilisation of amenity trees;
- (b) To promote the flow of knowledge and technology of Utility Vegetation Management (UVM) within the field of planting, maintenance, protection, management and utilisation of trees in the vicinity of easements;
- (c) To further public interest and education in the care for trees;
- (d) To further sound and modern practices among arboriculture workers and to ensure a high standard of workmanship and professionalism;
- (e) To facilitate the development of education and training based on industry needs;
- (f) To recommend and uphold The Arborist's Creed and Principles of Practice;
- (g) To support research in arboriculture and vegetation management;
- (h) To provide a forum for individuals, companies, authorities and organisations in any way associated with arboriculture and vegetation management;
- (i) To establish a register of member operators and consultants;

And to do all acts and things as may be deemed necessary or incidental to the achievement of similar objects.

III. CONTRIBUTION IN THE EVENT OF WIND UP

Every Member of the Company undertakes to contribute to the property of the company, in the event of its being wound up while he is a Member or within one (1) year after he ceases to be a Member, for payment of the debts and liabilities of the company contracted before he ceases to be a Member and of the costs, charges and expenses of winding up and for the adjustment of the rights of the contributors among themselves, such amount as may be required not exceeding \$10.

IV. PROMOTIONS OF OBJECTS

The income and property of the Company however derived shall be applied solely for the benefit and promotion of the Company's objects and no portion thereof shall be:

- (a) paid or transferred directly or indirectly by way of dividends, bonus or otherwise to the Members of the Company; or
- (b) paid to Directors as fees or other remuneration or other benefit in money or money's worth,

PROVIDED that nothing in this Rule shall preclude, with the prior approval of the Directors:

- (c) payment in good faith of reasonable and proper remuneration to any Director, Officer or servant of the Company or to any Member of the Company in return for any services rendered to the Company;
- (d) the payment of interest at a rate not exceeding the rate charged by the Company's bankers in overdrawn accounts on any money lent to the Company by any Member, Director or Officer;
- (e) in the case of any Director who is engaged by the Company as an Executive Director, consultant or servant of the Company, such remuneration as is reasonable and proper for the services provided to the Company;
- (f) the repayment of reasonable out-of-pocket expenses, properly incurred by any Director; or
- (g) payment of a reasonable rental for premises demised or let by any Member to the Company.

V. WINDING UP OR DISSOLUTION

If upon the winding up or dissolution of the Company there remains, after the satisfaction of all its debts and liabilities any property whatsoever the same shall not be paid to or distributed among the Members of the Company but shall be given or transferred to some other organisation having objects similar to the objects of this Company and which shall prohibit the distribution of its or their income and property amongst its or their Members and also is a fund, authority or institution approved by the Commissioner of Taxation as a benevolent institution for the purpose of Income Tax, Sales Tax and Fringe Benefits Tax.

Signed as an agreement by the Members on the dates appearing below each signature.

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1. DEFINITIONS AND INTERPRETATION

1.1. Name of the company

The name of the company is Arboriculture Australia Limited (“Company”).

1.2. Definitions

In this Constitution, unless the context or subject matter otherwise require:

“**Company**” means the Company whose Members have adopted this Constitution;

“**Constitution**” means those rules for the operation of the Company set forth in this constitution agreement and as amended, modified or supplemented from time to time;

“**Directors and Board**” means all or any number of the Directors for the time being of the Company acting in accordance with these Rules;

“**Law**” means the Corporations Act 2001 (as amended, modified or enacted from time to time);

“**Member**” means any natural person whose name appears in the Registrar as a Member of the Company;

“**Member Advisory Committee**” means the advisory committee established pursuant to Rule 16 acting in accordance with these Rules;

“**Notice Address**” means in respect of each Member or Director the last address for that person as recorded in the records of the Company”;

“**the office or the Registered Office**” means the Registered office for the time being of the Company;

“**Ordinary Resolution**” means a resolution passed by a simple majority of Members;

“**the Register**” means the Register of Members of the Company required to be kept by section 169 of the Corporations Law;

“**Related Body Corporate**” of a body corporate is a body corporate which is related to that body corporate within the meaning of the Law;

“**Rules**” means the provisions of this Constitution as amended, modified or supplemented;

“**the Secretary**” means the Secretary and any assistant or acting Secretary and any other person for the time being appointed to perform whether alone or in addition to any other person or persons the duties of Secretary of the Company;

“**Special Resolution**” is a resolution passed in accordance with the Corporations Law; and

“**in writing and written**” includes printing, lithography and other modes of reproducing or representing words in a visible form.

1.3. Interpretation

In this interpretation of this Constitution, unless the context or subject matter otherwise require:

- (a) singular includes plural and vice versa;
- (b) any gender includes every gender;
- (c) a reference to a person includes corporations, trusts, associations, partnerships, a government authority, and other legal entities, and where necessary, include successor bodies;
- (d) references to writing include printing, typing, facsimile and other means of representing or reproducing words, figures, drawings or symbols in a visible and tangible form, in English;
- (e) references to signature and signing include due execution of a document by a corporation or other relevant

entity;

- (f) references to months mean calendar months;
- (g) references to statutes amending, consolidating or replacing the statutes referred to and all regulations, orders-in-council, rules, by-laws and ordinances made under those statutes;
- (h) references to sections of statutes or terms defined in statutes refer to corresponding sections or defined terms in amended, consolidated or replacement statutes;
- (i) headings and the table of contents are used for convenience only and are to be disregarded in the interpretation of this Constitution;
- (j) where any word or phrase is given a defined meaning, another grammatical form of that word or phrase has a corresponding meaning;
- (k) each paragraph or sub-paragraph in a list is to be read independently from the others in the list;
- (l) reference to "Rule" means a clause number or sub-clause of the Constitution;
- (m) a reference to an agreement or document is to that agreement or document as amended, novated, supplemented or replaced from time to time; and
- (n) a reference to a party includes that party's executors, administrators, substitutes, successors and permitted assigns.

2. MEMBERSHIP

2.1. Members

The subscribers to these Rules and such other persons as the Directors shall admit to membership in accordance with the Constitution shall be Members of the Company.

2.2. Application for membership

Every applicant for membership of the Company (other than the subscribers to the Constitution) shall execute and deliver to the Company an application for membership in such form as the Directors from time to time determine together with the entrance fee (if any) determined by the Directors. Subject to Rule 4, the Directors have the power from time to time to create such categories of Members and to determine the rights and privileges attaching to those categories including but not limited to the voting rights of those Members.

2.3. Categories of Membership

This Company is comprised of natural persons, not businesses or other entities. Only a financial member can claim affiliation. All members other than Limited members have one vote in the operation of the Company. No member can hold more than one membership at any time.

The Directors may from time to time determine membership categories and fees as required for execution of the Objects of the Company. The number of Members in each category shall be unlimited.

Types of membership

Open

The Directors shall ensure that an unrestricted category of membership is available to which any natural person is eligible to apply to be a member.

Restricted

The Directors may determine Restricted membership categories for the purposes of setting minimum or defined levels of qualification, experience or standards of conduct for members of those categories.

Limited

The Directors may determine Limited memberships for special purposes, such as Student membership.

Life Membership

Existing Life Members of the Company or of any equivalent category of Life Membership of an organisation that is incorporated into the Company shall have their Life Membership honoured by the Company notwithstanding any change to the Company membership or structure.

The Directors may confer Honorary Life Membership of a membership category to any person for extraordinary service to the Company or its Objects. Honorary Life Membership will provide all of the benefits of Life Membership at no cost to the recipient.

2.4. Further information

An applicant for membership shall provide in writing such other information in addition to that contained in the application as the Directors require.

2.5. Determination of Directors

The Directors shall determine upon the admission or rejection of an applicant. In no case shall the Directors be required to give any reason for the rejection of any application.

2.6. Entrance fee

The Directors may from time to time determine any entrance fee payable by Members on application for membership of the Company and until so determined no entrance fee shall be payable.

2.7. Notification of acceptance

When an applicant has been accepted for membership the Secretary shall forthwith send to the applicant written notice of his acceptance and shall enter the applicant's name in the Register. When an application is rejected the Secretary shall forthwith send to the applicant written notice of such rejection and the entrance fee paid, if any, by such applicant shall be refunded to him in full. Accepted Members shall receive a copy of the Arborists creed and the Constitution of the Company.

2.8. Certificates

A certificate of membership may be issued by the Company to any Member. Such certificate shall remain the property of the Company and on demand in writing by the Secretary shall be returned to the Company.

2.9. Membership not transferable

Membership of the Company shall not be transferable whether by operation of law or otherwise and all rights and privileges of membership of the Company shall cease upon the Member ceasing to be such whether by resignation, death, winding-up or otherwise.

3. FEES AND LEVIES

3.1. Fees

Members shall pay annual membership fees and such other fees in such amounts and at such times as the Directors may from time to time determine.

3.2. Levies

In order to provide additional funds required for the operation of the company the Directors may determine that levies are to be paid by Members and may fix the amount and the dates for payment thereof but until so determined no levies shall be payable by Members.

3.3. Different fees or levies payable

In determining fees or levies under this Rule, the Members or Directors in relation to rule 3.1 and 3.2 respectively may differentiate between categories of Members as to the amounts of fees or levies payable.

4. VARIATION OF MEMBERS' RIGHTS

4.1. Consent or special resolution of Members in category

If at any time the membership of the Company is divided into different categories of Members, the rights attached to any category may be varied or abrogated (unless otherwise provided by these Rules or by the terms of grant of membership of that category):

- (a) with the consent in writing of three-fourths of the Members of that category; or
- (b) with the sanction of a special resolution passed at a meeting of those Members.

4.2. Rules applying to meetings of category Members

The provisions from time to time contained in these Rules as to meetings shall apply mutatis mutandis to every such meeting so that the necessary quorum shall be two (2) Members of the category or a proxy or representative of such a Member. Any Member of the category present in person or by proxy or by a representative may demand a poll.

5. CESSATION OF MEMBERSHIP

- (a) A member may resign from the Company at any time by giving notice in writing to the secretary.
- (b) Such resignation shall take effect at the time such notice is received by the secretary if such notice specifies the resignation is to take effect forthwith or if no reference is made to the date on which such resignation is to take effect.
- (c) If notification of resignation specifies a date on which such resignation shall take effect which is more than three months from its date or receipt then such resignation shall take effect on such date as the Directors shall determine.
- (d) If a member
 - i. fails to comply with any of the provisions of these rules; or
 - ii. allows membership fees to the Company to fall into arrears for a period of two months or more; or
 - iii. conducts himself or herself in a manner considered to be injurious or prejudicial to the character, interests or Creed of the Company (whether in the execution of commercial arboricultural operations or otherwise), then the Directors may consider whether the member's membership of the Company shall be terminated.
- (e) Before the Directors finalise considerations of termination of any member's membership it shall cause the secretary to advise the member in writing;
 - i. of the intention of the Directors to possibly terminate his or her membership at a time specified in such notice;
 - ii. of the ground or grounds under sub-rule (d) upon which the Directors propose to act;
 - iii. of the specific action or inaction on the part of the member which in the preliminary view of the Directors may constitute such ground or grounds for termination;
 - iv. of the right of the member to present to the Directors such material in writing as he or she sees as relevant to the issue of possible termination;
 - v. of the right to appear personally and to present orally such information as he or she sees relevant to a meeting of the Directors;and shall take into account any material and information presented pursuant to paragraphs (d) and (e).
- (f) The Directors shall direct the secretary to notify the Member in writing of the outcome of its deliberations to determine termination of membership.
- (g) Nothing contained in this rule relating to termination of membership shall prevent a Member from again seeking membership of the Company.
- (h) Termination of a Company Membership cannot include termination of membership of other

organisations.

6. APPEAL AGAINST REJECTION OR TERMINATION OF MEMBERSHIP

- (a) A person whose application for membership has been rejected or whose membership has been terminated or whose resignation has been accepted contrary to his or her intention may within one month of receiving written notification thereof lodge with the secretary written notice of the person's intention to appeal against the decision of the Directors.
- (b) Upon receipt of a notification of intention to appeal against rejection or termination of membership the secretary shall convene, within three months of the date of receipt by the secretary of such notice, a general meeting to determine the appeal.
- (c) At such general meeting both the appellant and the Directors shall have the opportunity of presenting their case personally and responding to the claims of the other.
- (d) The appeal shall be determined by a vote (by secret ballot) of the Members present at such meeting and by those voting by proxy.
- (e) The secretary shall forthwith refund any current membership fees as determined by the board paid by a person, who as a result of a decision of the Directors or an appeal is not to become or remain a Member of the Company.

6.1. Continuing rights, liabilities etc.

The termination of a Member's membership (whether by resignation or expulsion) shall not in any way prejudice, lessen or affect the rights, duties, liabilities and obligations of a Member whether they arise under these Rules or otherwise and are existing at the date of such termination or may arise or crystallise after that date out of or by reason of facts or circumstances occurring or in existence at or before that date and in particular (but not by limitation) such termination shall not relieve a Member from any obligation to record or account for or pay any levies or fees referred to in Rule 3.

7. POWERS

7.1. 7.1 Exercise of powers

The Company may by resolution or Special Resolution as the Corporations Law requires exercise from time to time any power which by the Corporations Law a company limited by guarantee may exercise if authorised by its Constitution.

8. GENERAL MEETINGS

8.1. Holding of General Meetings

Annual General Meetings of the Company shall be held in accordance with the provisions of the Corporations Law. All General Meetings other than the Annual General Meeting shall be called General Meetings.

8.2. Requisition of General Meetings

The Directors may whenever they think fit, and they shall forthwith upon the requisition of at least 5% of Members, who at the date of the deposit of the requisition have the right to vote at a General Meeting, proceed to convene a General Meeting of the Company. In the case of such a requisition, the provisions of Sub-Rules 8.3 to 8.5 shall apply. Only those Members who are entitled to vote at General Meetings shall be entitled to receive notice of General Meetings.

8.3. Procedure for requisition

The requisition must state the objects of the meeting and must be signed by the requisitionists and deposited at the Registered Office and may consist of several documents in like form each signed by 1 or more requisitionists.

8.4. Meeting does not proceed

If the Directors do not proceed within twenty-eight (28) days from the date of the requisition being so deposited to cause a meeting to be held the requisitionists or a majority of them may themselves convene the meeting but any meeting so convened shall not be held after three (3) months from the date of such deposit.

8.5. Convening of General Meetings

Any meeting convened under this Part by the requisitionists shall be convened in the same manner as nearly as possible as that in which meetings are to be convened by the Directors.

8.6. Special Resolutions

Where it is proposed to pass a Special Resolution twenty-eight (28) clear days notice, subject to the provisions of Section 111J of the Corporations Law, and in all other cases twenty-one (21) clear days notice, subject to the provisions of Section 249H of the Corporations Law, to the Members specifying the place, day and hour of meeting and in case of special business the general nature of such business shall be given by notice sent by post or otherwise served as hereinafter provided and with the consent in writing of all the Members a meeting may be convened by a shorter notice and in any manner they think fit.

8.7. Circular resolutions

A resolution in writing signed by all the Members of the Company shall except where a meeting is required to be held by the Corporations Law or the Constitution be as valid and effectual as if it had been passed at a meeting of the Members duly convened and held and such resolution may consist of several documents of the like form each signed by 1 or more of the Members.

8.8. Circular resolutions by different media

An email, telegram, cablegram, radiogram, telex wireless message or other form of visible communication addressed to or received by the Company and purporting to be signed or dispatched by a Member shall for the purposes of this Rule be deemed to be a writing signed by such Member.

8.9. Special business

All business shall be special that is transacted at a General Meeting, and also all that is transacted at an Annual General Meeting, with the exception of the consideration of the Accounts, Balance Sheets, and the report of the Directors and Auditors, the election of Directors in the place of those retiring, and the appointment and fixing of the remuneration of the Auditors.

9. PROCEEDINGS AT GENERAL MEETINGS

9.1. Quorum

No business shall be transacted at any General Meeting unless a quorum of Members is present either in person or by proxy or representative or attorney at the time when the meeting proceeds to business. There shall be a quorum if there are present at least two (2) Members.

9.2. No quorum present

If within fifteen (15) minutes from the time appointed for holding a General Meeting a quorum is not present, the meeting if convened upon the requisition of Members shall be dissolved. In any other case it shall stand adjourned to the same day in the next week at the same time and place or to such other day and at such other time and place

as the Directors may determine, reasonable notice being given to inform the Members of the impending meeting in the latter case, and if at the adjourned meeting a quorum is not present within thirty (30) minutes from the time appointed for the meeting the Members present shall constitute a quorum. Notwithstanding any rule of law or equity to the contrary one (1) Member present in person or by proxy or by duly appointed representative or attorney shall be deemed to constitute a meeting and a quorum for the purposes of such adjourned meeting.

9.3. Chairperson

The Chair shall be the Chairperson unless otherwise determined by the Directors. The Chairperson, if any, of the Directors shall be entitled to take the chair at every General Meeting. If there is no such Chairperson or if at any meeting they are not present within fifteen (15) minutes after the time appointed for holding the same or is unwilling to act as Chairperson, the Members present shall choose some Director, or if no Director is present or if all Directors present decline to take the chair, some Member present to be Chairperson of the meeting.

9.4. Meeting may be adjourned

The Chairperson may with the consent of any meeting at which a quorum is present, and shall if so directed by the meeting, adjourn the meeting from time to time and from place to place, but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.

9.5. Notice in case of extended adjournment

When a meeting is adjourned for thirty (30) days or more, notice of the adjourned meeting shall be given as in the case to the original General Meeting.

9.6. Voting

At all General Meetings a resolution put to the vote of the meeting shall be decided on a show of hands unless before or upon the declaration of a result on a show of hands a poll is demanded by the Chairperson or by any Member or Members present in person or by proxy or attorney or representative and representing one-tenth of the total voting rights of all the Members present at the meeting and having the right to vote thereat, and unless a poll be so demanded a declaration by the Chairperson of the meeting that a resolution has on a show of hands been carried or carried unanimously or by a particular majority and an entry to that effect in the minute book of the Company shall be conclusive evidence of that fact without proof of the number or proportion of the votes recorded in favour of or against such resolution.

9.7. Poll as regards election of Chairperson or adjournment

If a poll is demanded in the manner aforesaid upon the election of a Chairperson or upon a question of adjournment it shall be taken forthwith and in any other case it shall be taken at such time, not being more than thirty (30) days from the date of the meeting, and place and in such manner as the Chairperson shall direct and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded. No notice need be given of a poll not taken immediately.

9.8. Chairperson to have casting vote

In the case of an equality of votes, whether on a show of hands or on a poll, the Chairperson of the meeting at which the show of hands takes place or at which the poll is demanded shall be entitled to a casting vote.

9.9. Poll not to prevent continuance

The demand of a poll shall not prevent the continuance of a meeting for the transaction of any business other than the question on which a poll has been demanded. The demand of a poll may be withdrawn.

10. VOTE OF MEMBERS

10.1. Only Members entitled to vote shall vote

Only those Members who belong to a category of Members who are entitled to vote at a General Meeting whether in person or by proxy shall be entitled to vote. However, no Member shall be entitled to vote if the Member's annual fees are in arrears at the date of the meeting.

10.2. Proxies

- (a) a Member of a company who is entitled to attend and cast a vote at a meeting of the Company's Members may appoint a person as the Member's proxy to attend and vote for the Member at the meeting;
- (b) the appointment may specify the proportion or number of votes that the proxy may exercise;
- (c) each Member may appoint a proxy. If the Member is entitled to cast two (2) or more votes at the meeting, they may appoint two (2) proxies. If the Member appoints two (2) proxies and the appointment does not specify the proportion or number of the Member's votes each proxy may exercise, each proxy may exercise half of the votes;
- (d) disregard any fractions of votes resulting from the application of Sub-Rules 10.2(b) or (c).

10.3. Attorneys

Any Member may by power of attorney appoint an attorney to act on his behalf at all or any meetings of the Company and such power of attorney or a copy thereof verified in a manner satisfactory to the Directors shall be produced for inspection at the Registered office or such other place, if any, as may be specified for that purpose in the notice convening the meeting together with such evidence of the due execution as the Directors may require not less than twenty-four (24) hours before the meeting.

10.4. Representative need not be a Member

A proxy attorney or a representative need not be a Member of the Company and his appointment may be revoked at any time.

10.5. Instrument to be produced

The instrument appointing a proxy, and any power of attorney under which it was signed or a copy thereof verified in a manner satisfactory to the Director, shall be produced at the Registered office or at such other place, if any, as may be specified for that purpose in the notice convening the meeting not less than twenty (24) hours before the meeting or adjourned meeting.

10.6. Instrument not valid

An instrument appointing a proxy shall not be valid after the expiration of twelve (12) months from the date of its execution.

10.7. Instrument valid

An instrument of proxy or power of attorney or act by a representative in accordance with his authority shall be valid notwithstanding the previous death of the principal or revocation of the proxy, or power of attorney under which the proxy was executed, or power of attorney or authority or transfer of the share in respect of which the vote is exercised provided that no intimation in writing of the death revocation or transfer has been received at the place for deposit of proxies or by the Chairperson before the meeting or adjourned meeting or in the case of a poll before the poll is taken.

10.8. Form of instrument of proxy

Every instrument of proxy whether for a special meeting or otherwise shall be in the following form or in any other form which the Directors may approve:

"I (please print)
of.....
being a Member of the Company HEREBY APPOINT:

Name of Proxy

Address

or failing them

Name of Proxy

Address

or failing them the Chairperson of the Meeting as my proxy to vote and act on my behalf at the *Annual General Meeting/General Meeting to be held at
on 20__ at*am/pm and at any adjournment thereof*/and at any meeting of the Company that may be held not later than 20__.

My proxy is to vote *as he/they think(s) fit/in favour of the resolution(s)/against the resolution(s).

DATED thisday of 20__.

.....
(signed)

*Strike out whichever is not desired.

Unless otherwise instructed the proxy may vote as he thinks fit."

11. DIRECTORS

- (a) All Members holding office in the Company must be:
 - i. Voting Members of the Company and have been a Member of the Company for at least the three calendar years prior to the year in which they are nominated;
 - ii. Resident in Australia.
- (b) The Board of Directors shall consist of the six (6) Directors. All shall be Members of the Company. The Directors shall be elected at a General Meeting by the Members of the Company and, as far as practicable, shall fairly represent Company membership across the nation.
- (c) Directors will be elected for a three-year term, with two (2) Directors to be elected at each Annual General Meeting.
 - i. Additional Directors may be elected to fill any additional vacancy on the Board for the duration of the vacant term.
- (d) The election and appointment of the Directors shall take place in the following manner:
 - i. Any two Members of the Company shall be at liberty to nominate any other Member to serve as an elected Director;
 - ii. The nomination, which shall be in writing and signed by the Member and the Member's Nominator and Secunder, shall be lodged with the Secretary at least four (4) days before the Annual General Meeting at which the election is to take place;
 - iii. balloting lists shall be prepared (if necessary) containing the names of the candidates in alphabetical order, and each Member present at the Annual General Meeting shall be entitled to vote for any number of such candidates not exceeding the number of vacancies; and
 - iv. The Board will appoint from its Members a Chair, Secretary, a Treasurer and a Deputy Chair at the first Board of Directors' Meeting following each election.
- (e) Any Director may resign from membership of the Board at any time by giving notice in writing to the Secretary. The resignation shall take effect at the time such notice is received by the Secretary unless a later date is

specified in the notice, when it shall take effect on that later date. Any Director may be removed from executive office at a general meeting of the Company but that Director shall be given the opportunity at the meeting to present a case arguing against removal. The question of removal of a Director shall be determined by Members voting personally or by proxy at a general meeting.

- (f) A Director who, without the consent of the Board, is absent from three (3) consecutive meetings of either the Board or of a sub-committee of which they are the nominated Director, shall by virtue of such absence, certified in writing by the Secretary, be deemed to have vacated that office. Alternatively, by a resolution of the Board, a Director who is considered to be not performing their duties shall be given a warning and requested to fulfil their obligations to the Board. Such a warning will be cited in the Minutes of a meeting of the Board and conveyed to the Director in writing. A second warning within a six-month period will be sufficient grounds for the Director to be removed from office by a resolution of the Board.
- (g) The Directors may select representatives to other organisations to represent the interests of the Members, the Company or as required to maintain association with that organisation

12. VACANCIES ON BOARD OF DIRECTORS

- (1) The Directors shall have power at any time to appoint a Member of the Company to fill any casual vacancy on the board for the duration of the vacant term provided that such an appointment does not result in the composition of the board to be varied from that described in rule 11(b).
- (2) The continuing Directors may act notwithstanding any casual vacancy in the board, but if and so long as their number is reduced below the number fixed by or pursuant to these rules as the necessary quorum of Directors, the continuing Member or Members may act for the purpose of increasing the number of Directors to that number or of summoning a general meeting of the Company, but for no other purpose.
- (3) The Directors may appoint natural persons as non-voting members of the Board for a term as determined by the Directors to provide special assistance to execute the operation or Objects of the Company.

13. DISQUALIFICATION OF DIRECTORS

13.1. Disqualifying events

The office of Director shall ipso facto be vacated if the Director:

- (i) ceases to be a Director by virtue of the Corporations Law;
- (ii) becomes bankrupt or makes any arrangements or composition with his creditors generally;
- (iii) becomes prohibited from being a Director by reason of any order made under the Corporations Law;
- (iv) becomes of unsound mind;
- (v) resigns his office by notice in writing to the Company;
- (vi) is removed from office; or
- (vii) ceases to be a Director by virtue of this Constitution.

14. PROCEEDINGS OF DIRECTORS

- (a) The Directors shall meet approximately four times annually to exercise its functions.
- (b) A special meeting of the Directors shall be convened with at least fourteen days' notice to Members by the secretary, on the requisition in writing signed by the Chair, or any two Members of the executive committee, which requisition shall clearly state the reasons why such special meeting is being convened and the nature of the business to be transacted thereat.
- (c) A quorum for a Directors meeting is four (4) Directors.
- (d) Subject as previously provided in this rule the Directors may meet together either personally, by telephone conference, computer network or in such other manner as enables all Members to communicate or debate with ease and expedition and to generally regulate proceedings as it thinks fit.

- (e) However, questions arising at any meeting of the Directors shall be decided by a majority of votes and, in the case of equality of votes, the question shall be deemed to be decided in the negative.
- (f) The Chair shall preside as chairperson at every meeting of the Directors or, if there is no Chair, or if at any meeting the Chair is not present within five (5) minutes after the time appointed for holding the meeting, the Deputy Chair shall be chairperson or if the Deputy Chair is not present at the meeting then the Members may choose one of their number to be chairperson of the meeting. The Chair, or in the absence of the Chair the Deputy Chair, can appoint another Director to be chairperson.
- (g) If within half an hour from the time appointed for the commencement of a Directors meeting a quorum is not present, the meeting, if convened upon the requisition of Members of the Board of Directors, shall lapse.
- (h) In any other case it shall stand adjourned to the same day in the next week at the same time and place, or to such other day and at such other time and place as the Directors may determine, and if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting, the meeting shall lapse.
- (i) The Directors may delegate any of their powers to a subcommittee consisting of such Members of the Company as the Directors think fit, but including at least one Director.
- (j) All acts done by any meeting of the Directors or of a subcommittee or by any person acting as a Director shall, notwithstanding that it is afterwards discovered that there was some defect in the appointment of any such Director or person acting as aforesaid, or that Directors or any of them were disqualified, be as valid as if every such person had been duly appointed and was qualified to be a Director.

14.1. Minutes

The Directors shall cause proper minutes to be made of all General Meetings of the Company and also of all appointments of Officers and of the proceedings of all meetings of Directors and committees and of the attendance thereat and business transacted at such meetings, and any such minutes of any meeting if purporting to be signed by the Chairperson of such meeting or by the Chairperson of the of the next succeeding meeting shall be conclusive evidence without any further proof of the matters therein stated.

14.2. Circular resolutions

A resolution in writing signed by all the Directors for the time being in Australia entitled to receive notice of a meeting of the Directors or by all the Members of a committee of Directors for the time being in Australia, not in either case being less than a quorum, shall be as effective for all purposes as a resolution passed at a meeting of the Directors or of such committee as the case may be duly convened held and constituted and may consist of several documents in the like form and signed by one (1) or more of the Directors or Members of the committee.

14.3. Reimbursement of expenses

The Directors shall be entitled to be reimbursed out of the funds of the Company such as reasonable travelling, including accommodation and incidental expenses as may be incurred by them when engaged on the business of the Company including expenses incurred in attending and returning from Board or General Meetings of the Company. Any Company expenses or creditor account paid by any Director, without notifying and receiving approval from the Company Treasurer before the payment is made, shall not be entitled to be reimbursed any funds without the approval of the Board of Directors. All receipts, invoices, tax invoices and proof of payment must be provided to the Treasurer before any funds are reimbursed.

15. POWERS OF DIRECTORS

15.1. General

The business of the Company shall be managed by the Directors, who may pay all expenses incurred in promoting and registering the Company, and may exercise all such powers of the Company as are not, by the Corporations Law or by these Rules required to be exercised by the Company in General Meeting, subject, nevertheless, to these Rules, to the provisions of the Corporations Law, and to such regulations, being not inconsistent with these Rules or the aforesaid provisions, as may be prescribed by the Company in General Meeting; but no regulation made by the Company in General Meeting shall invalidate any prior act of the Directors which would have been valid if that regulation had not been made.

15.2. Directors may exercise

The Directors may exercise all the powers of the Company to borrow and/or raise money and to mortgage or charge its assets, undertaking, property, and uncalled capital, or any part thereof, and to issue debentures, whether at par or at a discount or premium, and other securities whether outright or as security for any debt, liability, or obligation of the Company or of any third party.

15.3. Directors may effect security over company assets

If the Directors or any of them or any other person shall become or be about to become personally liable for the payment of any sum primarily due from the Company the Directors may execute or cause to be executed any mortgage charge or security over or affecting the whole or any part of the assets of the Company by way of indemnity to secure the Directors or persons so becoming liable as aforesaid from any loss in respect of such liability.

15.4. Seal

The Directors may exercise all the powers of the Company in relation to any official seal for use outside the State and in relation to branch registers.

15.5. Attorney

The Directors may from time to time by power of attorney appoint any corporation, firm, or person or body of persons, whether nominated directly or indirectly by the Directors, to be the attorney or attorneys of the Company for such purposes and with such powers, authorities, and discretions, not exceeding those vested in or exercisable by the Directors under these Rules, and for such period and subject to such conditions as they may think fit, and any such powers of attorney may contain such provisions for the protection and convenience of persons dealing with any such attorney as the Directors may think fit and may also authorise any such attorney to delegate all or any of the powers, authorities, and discretions vested in him.

15.6. Negotiable instruments

All cheques, bills of exchange, promissory notes and other negotiable instruments shall be signed, drawn, accepted, made or endorsed, as the case may be, for and on behalf of the Company by such persons and in such manner as the Directors may from time to time determine.

15.7. Minutes

The Directors shall cause minutes to be made of:

- (a) all appointments of Officers;
- (b) names of Directors present at all meetings of the Company and of the Directors; and
- (c) all proceedings at all meetings of the Company and of the Directors.

Such minutes shall be signed by the Chairperson of the Meeting at which the proceedings were held or by the Chairperson of the next succeeding meeting.

16. MEMBER ADVISORY COMMITTEE

16.1. General

The Member Advisory Committee is made up of four (4) Advisors and is charged with the following duties –

- Upholding the Constitution of the Company;
- Protecting the interests of the Members of the Company;
- Providing guidance and mentorship to the Board of Directors.

Advisors shall serve indefinitely, subject to the provisions of the Constitution.

Where the Member Advisory Committee is required to make a decision, a quorum of Advisors is one less than the total number of Advisors at the time of making the decision, but not less than two.

16.2. Eligibility

To be eligible to be an Advisor, the nominee must comply with all of the following criteria –

- Have been President, Vice-president or Chair of the Board and served on the Board of the Company for a minimum of 5 years;
- Have been a Director within the last fifteen (15) years;
- Not be a current Director of the Company (but may be a serving member of a committee);
- Be a Member in good standing of the Company.

16.3. Appointment of Advisors

Should the number of Advisors be less than four (4) the Board shall compile a list of all eligible persons to be Advisors and provide this list to the Member Advisory Committee within 30 days of the vacancy arising. A quorum of the Member Advisory Committee shall appoint a new Advisor from the list of eligible candidates. Should there be only one Advisor, that Advisor and the Chair of the Board of Directors shall appoint one Advisor to create a quorum. In the case that there are no current Advisors the Board of Directors shall appoint one Advisor.

Any Advisor may resign from their role at any time by giving notice in writing to the Secretary. The resignation shall take effect at the time such notice is received by the Secretary unless a later date is specified in the notice, when it shall take effect on that later date.

16.4. Removal of Advisors

Advisors can be removed by any of the following;

- (i) Resignation of the Advisor;
- (ii) A vote by a quorum of the Advisors;
- (iii) A resolution of the Members at a General Meeting;
- (iv) Disqualification as described in Section 19.

16.5. Reimbursement of expenses

The Advisors shall be entitled to be reimbursed out of the funds of the Company such reasonable travelling, including accommodation as may be incurred by them when engaged on the business of the Company including expenses incurred in attending and returning from Board or General Meetings of the Company. Any Company expenses or creditor account paid by any Advisor without notifying and receiving approval from the Company Treasurer before the payment is made, shall not be entitled to be reimbursed any funds without the approval of the Board of Directors. All receipts, invoices, tax invoices and proof of payment must be provided to the Treasurer before any funds are reimbursed.

17. POWERS OF THE MEMBER ADVISORY COMMITTEE

17.1. General

The Member Advisory Committee can investigate the operation of the Company to ensure the Constitution is being upheld by the Board and the interests of the members are being maintained. To this end, the Member Advisory Committee can –

- Advise a Director or the Board to call a General meeting;
- Require the Board to make available any records or information as may be required by the Member Advisory Committee to fulfil its role;
- Attend any meeting of the Company, Board or committees thereof.

18. PROCEEDINGS OF THE MEMBER ADVISORY COMMITTEE

- (a) A quorum for a Member Advisory Committee meeting is two (2) Advisors.
- (b) Subject as previously provided in this rule the Member Advisory Committee may meet together either personally, by telephone conference, computer network or in such other manner as enables all Members to communicate or debate with ease and expedition and to generally regulate proceedings as it thinks fit.
- (c) However, questions arising at any meeting of the Member Advisory Committee shall be decided by a majority of votes and, in the case of equality of votes, the question shall be deemed to be decided in the negative.
- (d) The Member Advisory Committee may delegate any of their powers to a subcommittee consisting of such Members of the Company as the Member Advisory Committee think fit.
- (e) All acts done by any meeting of the Member Advisory Committee or of a subcommittee or by any person acting as a Advisor shall, notwithstanding that it is afterwards discovered that there was some defect in the appointment of any such Advisor or person acting as aforesaid, or that Advisor or any of them were disqualified, be as valid as if every such person had been duly appointed and was qualified to be a Advisor.

18.1. Minutes

The Member Advisory Committee shall cause proper minutes to be made of the proceedings of all meetings of the Member Advisory Committee and also of all appointments of Advisors and committees and of the attendance thereat and business transacted at such meetings, and any such minutes of any meeting if purporting to be signed by the Advisor chairing such meeting or by the chair of the of the next succeeding meeting shall be conclusive evidence without any further proof of the matters therein stated.

18.2. Circular resolutions

A resolution in writing signed by all the Advisors for the time being in Australia entitled to receive notice of a meeting of the Member Advisory Committee not being less than a quorum, shall be as effective for all purposes as a resolution passed at a meeting of the Member Advisory Committee duly convened held and constituted and may consist of several documents in the like form and signed by one (1) or more of the Member Advisory Committee.

19. DISQUALIFICATION OF ADVISORS

19.1. Disqualifying events

The office of the Member Advisory Committee shall ipso facto be vacated if the Advisor:

- (i) becomes bankrupt or makes any arrangements or composition with his creditors generally;
- (ii) becomes prohibited from being a Director of a Company by reason of any order made under the Corporations Law;
- (iii) becomes of unsound mind;
- (iv) resigns his office by notice in writing to the Company;
- (v) is removed from office; or
- (vi) ceases to be a Advisor by virtue of this Constitution.

20. INTERESTED DIRECTORS OR ADVISORS

20.1. Interested Directors or Advisors not disqualified

Provided that a Director or Advisor of the Company who is in any way whether directly or indirectly interested in a contract or proposed contract with the Company or in any contract or arrangement entered into by or on behalf of the Company has declared in accordance with the requirements of the Corporations Law the nature of his interest at a meeting of the Directors or Advisors of the Company then:

- (a) that Director or Advisor shall not be disqualified by his office from contracting with the Company either as vendor, purchaser or otherwise;
- (b) no contract made by that Director or Advisor with the Company and no contract or arrangement entered into by or on behalf of the Company in which that Director or Advisor is in any way interested shall be avoided by reason only of such Director or Advisor holding his office or of the fiduciary relationship thereby established;
- (c) that Director or Advisor so contracting or being so interested shall not be liable to account to the Company for any profit realised by any such contract or arrangement by reason only of such Director or Advisor holding his office or of the fiduciary relationship thereby established;
- (d) that Director or Advisor may not in respect of any contract or arrangement in which he is so interested as aforesaid and may in relation thereto:
 - (i) vote;
 - (ii) execute any deed or document whatsoever on behalf of the Company; and
 - (iii) count in a quorum.

20.2. Sufficient disclosure

A general notice that a Director or Advisor is a Director or Advisor or Member of any specified Company or firm and is to be regarded as interested in all subsequent transactions with such Company or firm shall be sufficient disclosure under these Rules in relation to any contract, proposed contract or arrangement so made with such Company or firm.

20.3. Other office may be held

A Director may hold any other office or place of profit, except that of auditor, in the Company in conjunction with his Directorship and may be appointed thereto upon such terms as to remuneration, tenure of office and otherwise as may be arranged by the Directors.

20.4. Professional Director may act

Any Director may act by himself or his firm in a professional capacity for the Company, and he or his firm shall be entitled to remuneration for professional services as if he were not a Director.

21. ACCOUNTS AND AUDIT

21.1. Proper records kept

The Directors shall cause proper accounting and other records to be kept. A Balance Sheet and Profit and Loss Account shall be prepared and distributed to all Members at least once per annum.

21.2. Members to have access

All Members have the right to examine and inspect any books records or accounts of the Company at any reasonable time.

21.3. Auditor

The Company may appoint an Auditor or Auditors, and if so appointed his or their duties shall be regulated in accordance with the Corporations Law.

22. RESERVES

22.1. General

The Directors may write off from the earnings of the Company such amount for loss or depreciation of any of the Company's property as they think fit or set aside out of the profits of the Company such sums as they think proper as a reserve fund to meet contingencies or for repairing improving and maintaining any of the property of the Company and for such purposes as the Directors in their discretion think conducive to the interests of the Company and may invest lend or dispose of the sums so set aside in any way they think fit and may from time to time deal with and vary such investments and dispose of all or any part thereof for the benefit of the Company and may divide the reserve fund into such special funds as they think fit with full power to employ the assets constituting the reserve fund in the business of the Company and without being bound to keep the same separate from other assets.

23. NOTICES

23.1. Form of Notices

Notices given under this Constitution shall be:

- (a) in writing;
- (b) signed by the party giving the notice or its authorised representative; and
- (c) addressed to the Notice Address of the person to whom it is to be given.

23.2. Method and address for giving Notices

Notices must be either:

- (a) delivered by hand;
- (b) posted by pre-paid security or certified mail;
- (c) transmitted by electronic mail; or
- (d) transmitted by facsimile; to the Notice Address of the person receiving the notice.

23.3. Time of receipt

A notice given to a person in accordance with these Rules is deemed to have been given and received if:

- (a) delivered, on the day of delivery if delivered before 5:00pm on a business day, otherwise on the next business day;
- (b) posted by pre-paid security mail or certified mail, on the second day after the day on which the notice was accepted by the post office from the person sending the notice;
- (c) transmitted by electronic mail, on the day of transmission if that transmission was completed by 5.00pm on a business day, otherwise on the next business day; or
- (d) transmitted by facsimile:
 - (i) the transmission report states that it was sent in full and without error; and
 - (ii) no objection is received from the recipient;

on the day of transmission if that report states that the transmission was completed before 5:00pm on a business day, otherwise on the next business day.

23.4. Objection to facsimile

A person receiving a facsimile transmission may object to the facsimile transmission as not being fully intelligible. If a valid objection is made to a facsimile transmission and that person request retransmission before 5:00pm on the next business day after completion of the facsimile transmission, the person sending the facsimile transmission shall retransmit it, but any re-transmission is deemed to have been made at the time of completion of the original facsimile transmission. If a time restriction is placed, by reference to the date of receipt of the facsimile transmission, on the performance of an obligation or the exercise of a right by the person who makes the valid objection to a facsimile transmission, the time restriction for performance of the obligation or the exercise of the right is deemed extended by a corresponding time period to the time between the original transmission and retransmission of the facsimile.

23.5. Advertisement required

If a Member has no registered address within Australia, a notice addressed to the Member and advertised in a morning newspaper published in the Capital City of the State in which the Member last had a registered address shall be deemed to be duly given to the Member at noon on the day on which the advertisement appears.

23.6. Eligibility to receive notices

Notices of every General Meeting shall be given in some manner hereinbefore authorised to:

- (a) every Member except those Members who have no valid registered address in Australia;
- (b) the Advisors of the Company;
- (c) the Chairperson of Directors for the time being of the Company; and
- (d) the Auditor for the time being of the Company.

23.7. No others

No other persons shall be entitled to receive notice of General Meetings.

23.8. Signature

The signature to any notice to be given by the Company may be written or printed.

23.9. Period of effect

Where a given number of day's notice or notice extending over any period is required to be given, the day of service shall be the day upon which such notice will expire shall not be included in such number of days or other period.

24. INDEMNITY

24.1. Director against liability

The Company may indemnify a Director or Officer of the Company or any related body corporate against:

- (a) any liability incurred by the Director or Officer, in their capacity as a Director or Officer, to a person other than the Company or a related body corporate, except where the liability relates to a lack of good faith; or
- (b) any liability for legal costs or expenses incurred by the Director or Officer in defending proceedings (whether civil or criminal) in which judgement is given in favour of the , Director or Officer, the Director or Officer is acquitted or the Court grants relief to the Director or Officer under the Law.

24.2. Payment of Insurance

The Company may insure, or pay any premiums on a policy of insurance for, a Director or Officer of the Company or of a related body corporate against:

- (a) any liability incurred by the Director or Officer, in their capacity as a Director or Officer, to the Company except where the liability relates to a wilful breach of duty to the Company or a contravention of Sections 232(5) or (6) of the Law.
- (b) any liability for legal costs or expenses incurred by the Director or Officer in defending proceedings (whether civil or criminal) against the Director or Officer in their capacity as a Director or Officer.

24.3. Resolution to Grant Indemnity

A Director may vote in favour of a resolution that the Company grant an indemnity, take insurance or pay the premiums on an insurance policy even though the Director has a direct and material interest in the outcome of the resolution.

25. Amending the Constitution

Amendments to the Constitution may be made by a resolution of Members at a General Meeting or Annual General Meeting, as per Clause 9.6.