



Australian  
Rheumatology  
Association

# **AUSTRALIAN RHEUMATOLOGY ASSOCIATION**

**ABN 16 002 876 520**

## **CONSTITUTION**

*Adopted On 20 May 2014, Amended 22 May 2017, 7 May 2018, 10 April 2019  
and 16 May 2020*



## TABLE OF CONTENTS

<b>1.</b>	<b>INTERPRETATION</b> .....	<b>5</b>
1.1	Definitions .....	5
1.2	Construction .....	9
<b>2.</b>	<b>NAME</b> .....	<b>9</b>
<b>3.</b>	<b>OBJECTS</b> .....	<b>9</b>
<b>4.</b>	<b>MEMBERS</b> .....	<b>11</b>
4.1	Categories of Membership .....	11
4.2	Foundation Members .....	11
4.3	Membership .....	11
4.4	State Groups .....	12
4.5	Determination of Application .....	12
4.6	Notification .....	13
4.7	Commencement of Membership .....	13
4.8	Fees and Levies .....	13
4.9	Default in payment of Membership fees and Levies .....	14
4.10	Code of Ethics .....	15
4.11	Cessation of Membership .....	15
4.12	Expulsion from Membership .....	15
4.13	Expulsion Procedure .....	15
<b>5.</b>	<b>REGISTER OF MEMBERS</b> .....	<b>16</b>
<b>6.</b>	<b>GENERAL MEETINGS</b> .....	<b>16</b>
6.1	Annual general meeting .....	16
6.2	Holding of general meetings .....	17
6.3	Convening of general meetings .....	17
6.4	Notice of meetings .....	17
6.5	Omission to give notice .....	18
6.6	Ordinary and Special business .....	18
6.7	Resolutions to amend Constitution .....	18
<b>7.</b>	<b>PROCEEDINGS AT GENERAL MEETINGS</b> .....	<b>19</b>
7.1	Quorum .....	19
7.2	Lack of quorum .....	19
7.3	Departure of Members affecting Quorum .....	19
7.4	Chairing Members' Meetings .....	19
7.5	Adjournment .....	19
7.6	Notice of adjourned meeting .....	20
7.7	Decision on resolutions .....	20
7.8	Minutes as evidence of result .....	20
7.9	Taking of poll .....	20
7.10	Rights of officers and advisers to attend General Meetings .....	21
7.11	Circulating resolutions .....	21
<b>8.</b>	<b>REPRESENTATION AND VOTING OF MEMBERS</b> .....	<b>21</b>
8.1	Representation .....	21
8.2	Entitlement to vote .....	21
<b>9.</b>	<b>PROXIES</b> .....	<b>22</b>
9.1	Appointment of proxy .....	22
9.2	Instrument of proxy .....	22
9.3	Proxy to be deposited at the Office .....	22
9.4	Form of proxy .....	22
9.5	Proxy's Authority .....	22
9.6	Power to demand poll .....	23
9.7	Identification of proxy .....	23



<b>10.</b>	<b>BOARD OF DIRECTORS</b> .....	<b>23</b>
10.1	Number of Directors .....	23
10.2	Change to the Number of Directors .....	23
10.3	Members as Directors .....	23
10.4	No remuneration .....	23
10.5	Vacancies.....	23
10.6	State Presidents.....	24
<b>11.</b>	<b>MANAGEMENT OF THE COMPANY</b> .....	<b>24</b>
<b>12.</b>	<b>OFFICE BEARERS</b> .....	<b>25</b>
12.1	Office Bearers .....	25
12.2	Election procedure .....	25
12.3	Office Bearers as Directors.....	27
12.4	Rotation of Office Bearers.....	27
12.5	Vacancies.....	27
<b>13.</b>	<b>DIRECTOR RETIREMENT AND REMOVAL</b> .....	<b>28</b>
13.1	Director Resignation .....	28
13.2	Removal of Directors .....	28
13.3	Disqualification of Directors .....	28
<b>14.</b>	<b>DIRECTOR'S OBLIGATIONS</b> .....	<b>29</b>
14.1	Confidentiality.....	29
14.2	Use.....	29
14.3	Confidential Information in the public domain.....	29
14.4	Uncertainty .....	29
14.5	Security .....	29
14.6	Delivery or destruction of Confidential Information .....	30
14.7	Director must not make copies .....	30
14.8	Obligations to continue .....	30
14.9	No limitation .....	30
<b>15.</b>	<b>DIRECTOR'S INTERESTS</b> .....	<b>30</b>
15.1	Disqualification .....	30
15.2	Declaration of interest.....	31
15.3	Votes by interested Directors.....	31
15.4	Director's conflicts of interest.....	32
<b>16.</b>	<b>PROCEEDINGS OF DIRECTORS</b> .....	<b>32</b>
16.1	Procedure generally .....	32
16.2	Quorum .....	32
16.3	Notice of Board meetings.....	32
16.4	Chairperson of Board meetings .....	33
16.5	Determinations .....	33
16.6	Delegation to Committees.....	33
16.7	Procedure of Committees .....	33
16.8	Committees .....	34
16.9	Validation of irregular acts .....	34
16.10	Board Meetings by Instantaneous Communication Device .....	34
16.11	Written resolutions .....	35
<b>17.</b>	<b>STATE GROUPS</b> .....	<b>36</b>
17.1	Formation .....	36
17.2	Governance.....	36
17.3	Management of affairs .....	36
17.4	Special levies imposed by State Groups .....	37
17.5	Dissolution of State Groups .....	37
<b>18.</b>	<b>FINANCIAL RECORDS</b> .....	<b>38</b>
18.1	Financial and other records .....	38
18.2	Time for financial reports .....	39



18.3	Financial Year .....	39
18.4	Reporting to Members .....	39
18.5	Consideration of Accounts at the AGM.....	39
<b>19.</b>	<b>NOTICES .....</b>	<b>39</b>
19.1	Entitlement to Notice .....	39
19.2	Notices to Members .....	39
19.3	Deemed service .....	39
<b>20.</b>	<b>DISPUTES AND MEDIATION .....</b>	<b>40</b>
20.1	Application.....	40
20.2	Mediation and Arbitration .....	40
<b>21.</b>	<b>WINDING UP OR DISSOLUTION .....</b>	<b>41</b>
<b>22.</b>	<b>INDEMNITY OF OFFICERS .....</b>	<b>42</b>
<b>23.</b>	<b>CAPACITY .....</b>	<b>43</b>
<b>24.</b>	<b>NON-PROFIT .....</b>	<b>43</b>
<b>25.</b>	<b>LIMITED LIABILITY .....</b>	<b>44</b>
<b>26.</b>	<b>MEMBERS' GUARANTEE .....</b>	<b>44</b>
<b>27.</b>	<b>APPLICATION OF THE CORPORATIONS ACT .....</b>	<b>44</b>
27.1	What parts of the Corporations Act apply .....	44
27.2	Actions authorised under Corporations Act .....	44
27.3	Replaceable rules displaced .....	44
	<b>SCHEDULE 1 – CATEGORIES OF MEMBERSHIP .....</b>	<b>45</b>



**AUSTRALIAN RHEUMATOLOGY ASSOCIATION**

**ABN 16 002 876 520**

**A COMPANY LIMITED BY GUARANTEE**

**1. INTERPRETATION**

**1.1 Definitions**

In this Constitution, unless the context otherwise requires:

**Annexure** means an annexure to this Constitution;

**ASIC** means the Australian Securities and Investments Commission;

**Associate Member** has the meaning given to that term in Schedule 1;

**Board** means the Board of Directors of the Company from time to time;

**Business Day** means a day which is not a Saturday, Sunday or bank or public holiday in New South Wales;

**Chairperson** means:

- (a) the President, or if the President is absent or unable or unwilling to act, then the Vice President; or
- (b) If the Vice President is absent or unable or unwilling to act, then the Chairperson of the Company elected in accordance with clause 16.4 or clause 7.4 (as applicable);

**Code of Ethics** means the code of ethics as prescribed by the Australian Medical Association Limited from time to time;

**Commencement Date** means the date of adoption of this Constitution;

**Committee** means a committee of Directors or a committee of Directors and other persons appointed to such committee by the Board formed under clause 16.6;

**Company** means Australian Rheumatology Association, a company limited by guarantee and registered without the word "Limited" in its name under section 150 of the Corporations Act;

**Company Secretary** means any person appointed to perform all or any of the Duties of a secretary of the Company, in accordance with the Corporations Act;



**Confidential Information:**

- (a) means information (whether or not in writing) given to or gained by a Director or officer before, during or after that person's term of Directorship, employment or engagement that relates to:
  - (i) the Company; or
  - (ii) Consumers or suppliers of the Company; or
  - (iii) any funding, sponsorship or donation arrangements in respect of the Company; and
- (b) includes, but is not limited to:
  - (i) trade secrets;
  - (ii) information relating to the business affairs, accounts work, marketing plans, prospects, price information, supplier lists, research, management, financing, business strategies, products, inventions, designs or processes;
  - (iii) computer data bases and computer software; and
  - (iv) data surveys, Consumer lists, specifications, drawings, records, reports and statements;

**Constitution** means this Constitution as amended from time to time;

**Consumer** means a person who has been directly affected by rheumatic diseases and their carers;

**Corporations Act** means the *Corporations Act 2001* (Cth);

**Director** means any person occupying the position of a Director of the Company;

**Duties** includes, in any particular case where the Board considers it appropriate, duties arising by reason of the appointment, nomination or secondment in any capacity of an officer by the Company or, where applicable, a subsidiary of the Company, to any other corporation;

**Foundation Member** has the meaning given to that term in Schedule 1;

**Full Member** has the meaning given to that term in Schedule 1;

**Honorary Member** has the meaning given to that term in Schedule 1;

**Insolvency Event** means:

- (a) in relation to any entity:
  - (i) a receiver, receiver and manager, administrator, trustee or similar official being appointed over any of the assets or undertaking of the entity;
  - (ii) the entity suspending payments of its debts generally;
  - (iii) the entity being or becoming unable to pay its debts when they fall due or being unable to pay its debts within the meaning of the Corporations Act;



- (iv) the entity entering into or resolving to enter into any arrangement, composition or compromise with, or assignment for the benefit of, its creditors or any class of them; or
  - (v) an application or order being made for the winding up or dissolution of, or the appointment of a provisional liquidator to the entity; or
  - (vi) a resolution being passed or steps taken to pass a resolution for the winding up or dissolution of the entity otherwise than for the purpose of an amalgamation or reconstruction, and
- (b) in relation to any natural person, that person:
- (i) being unable to pay his debts when due, or an application being made to declare that person bankrupt.
  - (ii) committing an act of bankruptcy or compounding with his creditors;
  - (iii) bringing his estate within the operation of any law relating to bankrupts;
  - (iv) becoming the subject of a sequestration order or entering into a composition, deed of assignment or deed of arrangement with his creditors; or
  - (v) taking the benefit of any Act that may be available for bankrupt or insolvent debtors;

**Instantaneous Communication Device** includes telephone, television, fax, email, videoconference or any other audio, visual or data device which permits instantaneous communication between Directors or Members;

**Liability** means all costs, charges, losses, damages, expenses, penalties and liabilities of any kind including, in particular, legal costs incurred in defending an action for a liability incurred as an officer;

**Members** means persons that are, or who are admitted as, members of the Company under clause 4;

**Non-Medical Members** has the meaning given to that term in Schedule 1;

**Objects** means the objects for which the Company is established set out in clause 3;

**Office** means the registered office from time to time of the Company;

**Office Bearer** means any of the President, Vice President, Honorary Secretary or Treasurer;

**Overseas Member** has the meaning given to that term in Schedule 1;

**Present** in connection with a meeting of Members, means present in person, by video conference, by teleconference, by corporate representative or by proxy (but not by attorney) at the meeting;

**President** means any person elected or appointed (permanently or temporarily) to perform the Duties of President of the Company;

**Register** means the register of Members to be kept pursuant to the Corporations Act;



**Related Body Corporate** has the meaning given in the Corporations Act;

**Relevant Extent** means:

- (a) to the extent the Company is not precluded by law from doing so;
- (b) to the extent and for the amount that the officer is not otherwise entitled to be indemnified and is not actually indemnified by another person (including, but without limitation, a subsidiary or an insurer under any insurance policy); and
- (c) where the Liability is incurred in or arising out of the conduct of the business of another corporation or in the discharge of the Duties in relation to another corporation, to the extent and for the amount that the officer is not entitled to be indemnified and is not actually indemnified out of the assets of that corporation;

**Retired Member** has the meaning given to that term in Schedule 1;

**Schedule** means a schedule to this Constitution;

**Special Resolution** has the meaning given to that term in the Corporations Act;

**State Executive Committee** means the committee appointed by each State Group in accordance with clause 17.2(a)(iii);

**State Group** means a constituent part of the Company made up of members for the time being attached to a geographical area, and representing a particular State, described in clause 17;

**State President** means, in relation to a State Group, any person elected by the Members of that State Group to perform all or any of the Duties of a State President;

**State Secretary** means, in relation to a State Group, any person elected by the Members of that State Group to perform all or any of the Duties of a State Secretary;

**State Treasurer** means, in relation to a State Group, any person elected by the Members of that State Group to perform all or any of the Duties of a State Treasurer;

**State Nominee** means, in relation to a State Group, a person who is nominated by that State Group who is an elected member of the State Executive Committee;

**Tax Act** means the *Income Tax Assessment Act 1997* (Cth) and the *Income Tax Assessment Act 1936* (Cth);

**Terms of Reference** means the terms of reference approved by the Board from time to time and published in the Australian Rheumatology Association Groups Manual or any replacement or substitute document determined by the Board;

**Treasurer** means any person elected by the Members or appointed (temporarily or permanently) by the Board to perform the Duties of Treasurer of the Company;

**Unincorporated Association** means the unincorporated association known as "The Australian Rheumatology Association"; and

**Vice President** means any person elected by the Members or appointed (temporarily or permanently) by the Board to perform the Duties of Vice President of the Company.

**[Amended 22 May 2017, 7 May 2018, 10 April 2019 and 16 May 2020]**





## 1.2 Construction

In this Constitution unless the context otherwise requires:

- (a) words in the singular include the plural and vice versa;
- (b) any gender includes the other gender;
- (c) if a word or phrase is defined its other grammatical forms have corresponding meanings;
- (d) “includes” means includes without limitation;
- (e) a reference to:
  - (i) a person includes a natural person 18 years or over, a partnership, joint venture, unincorporated association, corporation and a government or statutory body or authority;
  - (ii) any legislation includes subordinate legislation under it and includes that legislation and subordinate legislation as modified or replaced;
  - (iii) an obligation includes a warranty or representation and a reference to a failure to comply with an obligation includes a breach of warranty or representation;
  - (iv) a right includes a benefit, remedy, discretion or power;
  - (v) time is to local time in New South Wales;
  - (vi) “\$” or “dollars” is a reference to Australian currency;
  - (vii) writing includes any mode of representing or reproducing words in tangible and permanently visible form, and includes fax transmission;
- (f) if the date on or by which any act must be done under this document is not a Business Day, the act must be done on or by the next Business Day; and
- (g) where time is to be calculated by reference to a day or event, that day or the day of that event is excluded.

## 2. NAME

The name of the Company is: “The Australian Rheumatology Association” or such other name as the Members may approve in accordance with this Constitution and the Corporations Act.

## 3. OBJECTS

- (a) The objects of the Company are as follows:
  - (i) to cultivate and promote the study of rheumatic diseases and related sciences by all or any of the following:
    - (1) convening periodical meetings of Members;
    - (2) collecting and disseminating, by or among Members, scientific knowledge and the publication



- of articles and proceedings of scientific meetings relating to rheumatic diseases;
- (3) promoting research into rheumatic diseases with or without grants of sums of money out of the funds of the Company or out of funds donated for that purpose;
  - (4) establishing, maintaining, conducting or assisting in the establishment, maintenance and conduct of technical and statistical libraries, including providing such libraries with copies of parliamentary and departmental reports, official and other papers dealing with matters of interest or relevance to rheumatic diseases in Australia;
  - (5) organising or promoting competitions or examinations on subjects which relate to the Objects and providing prizes consisting of cash, scholarships or other terminable payments or other gifts;
  - (6) arranging visits by authorities in the field of rheumatology and by others, in conjunction with Post Graduate Teaching Bodies in Medicine, Arthritis Australia and the various State Arthritis and/or Rheumatology/Rheumatism Foundations or similar organisations, for the purpose of carrying out the Objects;
- (ii) to confer or affiliate with associations, societies, corporations and institutes having similar objects to those of the Company, whether in Australia or elsewhere, and to establish and maintain close relations with such other bodies to exchange information with them, for the purpose of carrying out the Objects;
  - (iii) to advance public knowledge and understanding of all matters affecting, or relating, to rheumatic diseases;
  - (iv) to provide an informed body of opinion on scientific or related matters concerning rheumatic diseases;
  - (v) to make representations, collect and give evidence and prepare and make submissions, on behalf of Members, to federal and state government departments, commissions, and any other bodies or organisations interested in, or concerned with, rheumatic diseases or with related matters;
  - (vi) to promote, organise and hold meetings, conferences, seminars and lectures for the purpose of providing a public forum for the consideration and discussion of matters affecting, or related to, and for the dissemination of information relating to, rheumatic diseases;
  - (vii) to promote, organise and hold educational, training and counselling courses concerned with any of the Objects;
  - (viii) to afford Members the advantage of unity of action in matters affecting their legal obligations, rights or interests and to make representations to the federal and state governments, government departments, commissions and any other bodies or



organisations interested in or concerned with rheumatic diseases;

- (ix) to print and publish papers, journals, periodicals, bulletins, newsletters and proceedings of conferences and meetings for the spreading of information among the public with respect to matters relating to objects of a public character which relate in any way to the Objects;
  - (x) to subscribe to or otherwise aid benevolent, charitable, national or other institutions or objects of a public character which relate in any way to the Objects;
  - (xi) to make available the services and facilities of the Company to any person, not being a Member, for such times, to such extent, and upon such terms and conditions as the Board thinks fit;
  - (xii) to promote, support or oppose by any lawful means any legislative or other measures affecting, or likely to affect, the Company or its Members; and
  - (xiii) to do all such other things as are incidental or conducive to the attainment of the Objects or any of them.
- (b) For the purposes of the Objects and for all other purposes in this Constitution, the phrase “rheumatic diseases” is to be construed in its widest sense and encompasses all diseases and conditions of the joints, bones, muscles and nerves and associated or related structures or functions of the body.

***[Amended 7 May 2018]***

## **4. MEMBERS**

### **4.1 Categories of Membership**

- (a) As at the Commencement Date, there are seven classes of Members.
- (b) The rights associated with each class of Membership are set out in Schedule 1.
- (c) The Directors may establish additional classes of Members and prescribe and vary the qualifications, rights, privileges and obligations of all classes of Membership of the Company.
- (d) Where classes of Members have been established, the Directors may, subject to any approval requirement in the Corporations Act, by resolution, reclassify or convert Members from one class to another.

***[Amended 7 May 2018]***

### **4.2 Foundation Members**

No further persons will be admitted to Foundation Membership.

### **4.3 Membership**

Any person that:

- (a) forwards to the Company Secretary a written application for Membership (in the form determined by the Board from time to time), specifying the State



Group to which that person wishes to be affiliate, in accordance with clause 4.4, and agreeing to be bound by this Constitution;

- (b) provides evidence demonstrating that he complies with the criteria for Membership as set out in regulations made by the Board in accordance with clause 11(b); and
- (c) agrees to be bound by the Code of Ethics for so long as that person remains a Member,

may be admitted as a Member by resolution of the Board in accordance with this Constitution.

**[Amended 7 May 2018]**

#### **4.4 State Groups**

- (a) Members shall be attached to the following State Groups:
  - (i) Full Members shall be attached to the State Group within whose area the application for Membership was submitted or within whose area the Member resides; and
  - (ii) Foundation Members, Honorary Members, Associate Members, Non-Medical Members and Retired Members shall be attached to the State Group within whose area the Member resides.
- (b) A Member may be attached to a State Group within which that Member does not reside only with the approval of the Board (which approval shall be at the Board's sole discretion) and the approval of the State Executive Committee of the State Group to which the Member proposes to become affiliated.
- (c) Where there is no State Group in the area within which a Member resides, that Member may apply to join the State Group existing geographically adjacent to that area, as approved by the Board.
- (d) A Member who wishes to transfer from his present State Group to the State Group located in the area in which he now resides may do so upon application to, and with the approval of, the Board.

**[Amended 7 May 2018]**

#### **4.5 Determination of Application**

Each State Executive Committee shall consider the applications for Membership received by that State Executive Committee at each annual general meeting of that State Executive Committee. At the meeting the State Executive Committee may:

- (a) determine whether the applicant should be admitted to Membership; and
- (b) determine whether or not the applicant meets the criteria for Membership referred to in clause 4.3(b); or
- (c) postpone the consideration of the application and request further information to support the application, in which case, as soon as practicable after receipt of the requested information, the State Executive Committee shall reconvene to consider the application and information supplied by the applicant.



If the State Executive Committee accepts an application for Membership, the Board shall approve this decision at its next Board meeting. A person whose application for Membership has been accepted and ratified in accordance with this clause, will become a Member from the date that their application for Membership is accepted by the relevant State Executive Committee.

**[Amended 7 May 2018]**

#### **4.6 Notification**

- (a) Upon the Board accepting an application for Membership, the Company Secretary will send to the person:
  - (i) confirmation of that person's acceptance as a Member; and
  - (ii) the application subscription notice, for payment of the Membership fee and any other fees payable.
- (b) If an application for Membership is rejected:
  - (i) in the case of a rejection by the State Executive Committee, the State Secretary; and
  - (ii) in the case of a rejection by the Board, the Company Secretary, must, as soon as practicable, notify the applicant that the application has been rejected.
- (c) In no case shall the State Executive Committee, the Board or the Company be required to give any reason for the rejection of the applicant.

**[Amended 7 May 2018]**

#### **4.7 Commencement of Membership**

For the avoidance of doubt, an applicant's Membership commences upon the making of a Board resolution to that effect.

#### **4.8 Fees and Levies**

- (a) The Membership fee payable by each class of Member and the period for which such fee entitles Membership, in respect of a financial year, will be determined by the Board from time to time.
- (b) The annual Membership fee shall be payable in advance and shall be paid annually on the first Business Day of the financial year determined in accordance with clause 18.3 or such other Business Day as the Board determines. The initial Membership fee shall be payable in accordance with clause 4.6(a)(ii).
- (c) A Member who has been admitted for more than three months after the commencement of any financial year shall not be required to pay the full Membership fee payable in respect of such financial year but instead shall pay the following proportion of his annual Membership fee for that financial year:
  - (i) 75%, if he became a Member during the period commencing on 1 April and ending on 30 June;
  - (ii) 50%, if he became a Member during the period commencing on 1 July and ending on 30 September; and



- (iii) 25%, if he became a Member during the period commencing on 1 October and ending on 31 December.
- (d) The Board may grant any concession with regards to Membership fees as it thinks fit, including the full or partial waiver of all or any of such fees.
- (e) A Member who ceases to be a Member before any fee becomes due and payable shall not be liable for that fee.
- (f) Subject to clause 4.8(d), resignation or other termination of a Member's Membership of the Company will not relieve a Member of responsibility for any financial obligations under this Constitution, including fees and other amounts due and payable by the Member to the Company or the relevant State Group, accruing up to the effective date of termination.
- (g) The Board may determine the proportion of the annual Membership fee paid by each Member that shall be allocated towards payment for any journal to be adopted as the official journal of the Company.
- (h) Any moneys collected or held by a State Group on behalf of the Company (other than moneys collected specifically for use by that State Group) shall be forwarded to the Treasurer within 30 days of receipt.
- (i) The Board may from time to time impose a levy upon all Members (other than Honorary Members) in such amount as the Board determines is required, for the operation of the Company in accordance with this Constitution (**Levy**), provided that:
  - (i) the Levy shall be equal to a specified proportion of each Member's Membership fee;
  - (ii) not more than one Levy shall be imposed in any financial year;
  - (iii) the Levy imposed on a Member in any financial year shall not exceed the Membership fee payable by that Member during that financial year, unless otherwise agreed by way of a resolution of Members passed at a general meeting of the Company; and
  - (iv) the Levy shall only be imposed with the consent of at least 66% of the votes cast at a meeting of the Board.

**[Amended 7 May 2018]**

#### **4.9 Default in payment of Membership fees and Levies**

- (a) A Member who has failed to pay any Membership fee or Levy within two (2) months of the due date for such payment, shall not be entitled to attend, be heard, or vote at any meeting of the Company or a State Group, until such Membership fee or Levy has been paid.
- (b) If a Member has failed to pay a Membership fee or Levy in accordance within the time period referred to in paragraph (a), the Board or the State Executive Committee of the State Group to which the Member is attached, may resolve that the person's Membership forfeited and removed from the Register, and the Member will cease to be a Member of the Company on the date of such resolution.

**[Amended 7 May 2018]**



#### 4.10 Code of Ethics

Each Member shall be bound by, and comply with all provisions of, the Code of Ethics for so long as he is a Member.

#### 4.11 Cessation of Membership

- (a) A person ceases to be a Member if:
- (i) the person resigns his Membership by giving one month's written notice to the Company Secretary or such lesser notice period as may be accepted by the Board;
  - (ii) the Member is expelled from Membership in accordance with clauses 4.12 and 0;
  - (iii) the Member dies;
  - (iv) an Insolvency Event occurs in relation to that Member;
  - (v) the person becomes liable, or their assets become liable, to any control or administration under any law relating to physical or mental health; or
  - (vi) their Membership is forfeited in accordance with clause 4.9.
- (b) A Member who resigns, is expelled from the Company or whose Membership otherwise ceases in accordance with this clause, does not have any claim on the Company, its funds or property.

**[Amended 7 May 2018]**

#### 4.12 Expulsion from Membership

Subject to clause 4.13, if in the opinion of the Board:

- (a) a Member's conduct is detrimental or prejudicial to the welfare, interests, character or Objects of the Company;
- (b) a Member wilfully refuses or neglects to comply with this Constitution or any regulations made pursuant to this Constitution;
- (c) a Member ceases to satisfy the criteria for admission to Membership of the class to which the Member has been admitted,

the Board may by Special Resolution expel such person from Membership of the Company (**Expulsion Resolution**).

**[Amended 7 May 2018]**

#### 4.13 Expulsion Procedure

- (a) At least twenty-one (21) days before the Board holds a meeting to pass a resolution pursuant to clause 4.12, the Board must give a written notice to the Member (**Expulsion Notice**) which includes:
- (i) the date and time of the Board meeting at which the Expulsion Resolution will be considered;
  - (ii) a description of the allegations against the Member;



- (iii) the proposed resolution for the Member's expulsion; and
  - (iv) a statement that the Member has a right to address the allegations either orally at the meeting or by giving the Company Secretary a written statement for circulation to the Directors.
- (b) Either prior to or at the meeting of the Board, the person may request the Board to elaborate upon any of the particulars set forth in the Expulsion Notice. The Board must use all reasonable endeavours to comply with such a request.
  - (c) A Member who appears at a Board meeting to address the allegations referred to in clause 4.13(a)(i) shall be entitled to speak for a reasonable time, such time to be determined by the Chairperson; and
  - (d) A statement given under paragraph 0(a)(iii) must be circulated to the Board before the meeting or, if there is insufficient time, read out at the meeting before the resolution is considered, unless the statement is more than 1,000 words or is considered defamatory by the Chairperson.
  - (e) The Company Secretary must give the Member written notice of the passing of an Expulsion Resolution as soon as reasonably practicable after the Board meeting to consider the Expulsion Resolution is held.

***[Amended 7 May 2018]***

## **5. REGISTER OF MEMBERS**

- (a) The Company Secretary must keep the Register at the Office and must enter in the Register in respect of each Member:
  - (i) the full name and address of that person;
  - (ii) the category of Membership of that person;
  - (iii) the date on which that person becomes and ceases to be a Member;
  - (iv) the date on which that person becomes and ceases to be a Member in the relevant State; and
  - (v) such other matters as the Board decides, from time to time.
- (b) Each Member must notify the Company in writing of any change to that Member's name, address or email address, within one (1) month after the change.
- (c) The Company Secretary shall notify the State Executive Committee of each State Group of any changes to the Register which relate to that State Group.

***[Amended 7 May 2018 and 16 May 2020]***

## **6. GENERAL MEETINGS**

### **6.1 Annual general meeting**

- (a) An annual general meeting of the Company must be held in accordance with the Corporations Act.





- (b) The Chairperson of an annual general meeting must permit a reasonable opportunity for the Members, at the meeting:
  - (i) to ask questions about, or make comments on the management of the Company; and
  - (ii) to ask the auditor, or any representative of the auditor, present at the meeting, questions relevant to the conduct of the auditor and the preparation and content of the auditor's report.

***[Amended 7 May 2018]***

## **6.2 Holding of general meetings**

- (a) General meetings are to be held at the times and places resolved by the Company in general meetings or, if no time or place is resolved, as resolved by the Board.
- (b) The Company may hold a meeting of Members at two or more venues using any Instantaneous Communication Device that gives the Members a reasonable opportunity to participate.

***[Amended 7 May 2018]***

## **6.3 Convening of general meetings**

- (a) The Directors may at any time, and must upon a written requisition made by at least five percent (5%) of the total Membership (comprising Members who are entitled to vote) in accordance with section 249D of the Corporations Act, convene a general meeting of the Company.
- (b) The written request for a general meeting by the Members must:
  - (i) state the resolution/s to be proposed at the meeting;
  - (ii) be signed by all the Members requesting the meeting;
  - (iii) be given to the Company at the Office; and
  - (iv) may consist of several documents in similar form, each signed by one or more of the Members making the requisition.
- (c) The Board may by notice not later than seventy-two (72) hours prior to the time of the meeting, change the venue for, postpone or cancel a general meeting, unless the meeting is called and arranged to be held by the Members or the Court under the Corporations Act. Any meeting so postponed shall be taken to have been duly convened under the first notice.
- (d) If a general meeting is called and arranged to be held under section 249D of the Corporations Act, the Directors may not:
  - (i) postpone it beyond the date by which section 249D requires it to be held; or
  - (ii) cancel it without the consent of the requisitioning Members.

## **6.4 Notice of meetings**

- (a) At least twenty-one (21) days prior notice must be given of a meeting of Members unless the Corporations Act provides otherwise. The notice must specify the place, date and time of the meeting and in the case of special



business, the general nature of that business and any other information required by the Corporations Act.

- (b) A notice convening a general meeting may be given to each Member, each Director, the auditor for the time being of the Company and each other person to whom notice is required to be given pursuant to the Corporations Act, either personally, by post, courier, email or any other form of wire or wireless communication.
- (c) Except as required by the Corporations Act, no other person is entitled to receive notices of general meetings.
- (d) A notice of meeting sent by post is taken to be delivered on the Business Day after it is posted.
- (e) A notice of meeting sent by any electronic means is taken to be received on the Business Day that it is sent.

#### **6.5 Omission to give notice**

The accidental omission to give notice of a meeting to, or the non-receipt of notice of a meeting by, any person entitled to receive notice does not invalidate the proceedings or any resolution passed at the meeting.

#### **6.6 Ordinary and Special business**

- (a) Other than items of business requiring a Special Resolution pursuant to the provisions of the Corporations Act, or as otherwise provided in this Constitution, all other items of business to be conducted at a meeting of Members will be dealt with as ordinary business and will be passed upon the vote in favour of at least fifty percent (50%) of the votes cast by Members Present and entitled to vote on the resolution.
- (b) Business conducted at an annual general meeting for:
  - (i) the confirmation of the minutes of the preceding meeting;
  - (ii) the receipt and consideration of the annual financial report and the reports of the Directors and the auditors;
  - (iii) the appointment of the auditor of the Company;
  - (iv) the announcement of results of elections of Office Bearers; and
  - (v) the transaction of any business which under the Corporations Act or this Constitution is required to be transacted,will be dealt with as ordinary business.

***[Amended 7 May 2018 and 16 May 2020]***

#### **6.7 Resolutions to amend Constitution**

- (a) A resolution to amend this Constitution or this clause 6.7 shall be by Special Resolution of Members Present at the meeting.
- (b) The Company must notify the Australian Taxation Office and ASIC of any amendment to this Constitution.



## **7. PROCEEDINGS AT GENERAL MEETINGS**

### **7.1 Quorum**

- (a) No business is to be transacted at any general meeting unless a quorum is present at the time the meeting proceeds to business.
- (b) Twenty (20) Members Present, who represent at least two (2) State Groups, constitute a quorum for the transaction of the business of a general meeting. Associate Members, Non-Medical Members, Overseas Members and Retired Members shall not be considered for the purposes of determining a quorum.
- (c) If a person is attending a general meeting both as a Member and as a proxy, the person may only be counted once for the purposes of this clause.

***[Amended 7 May 2018]***

### **7.2 Lack of quorum**

If, within thirty (30) minutes after the time appointed for the general meeting, a quorum is not present:

- (a) in the case of a meeting convened upon the request of the Members, the meeting is dissolved; and
- (b) in any other case, the meeting will stand adjourned to the same day in the next week at the same time and place or to such other day time and place as the Directors determine. If a quorum is not present within thirty (30) minutes from the scheduled start of a meeting adjourned in accordance with this clause, the meeting is dissolved.

### **7.3 Departure of Members affecting Quorum**

If a quorum is present at the time appointed for the meeting (or within thirty (30) minutes after the time appointed) but sufficient Members depart so that there is no longer a quorum, the Members Present may adjourn the meeting until a quorum is present, at which time any business may be transacted that would have been transacted at the meeting as originally called.

### **7.4 Chairing Members' Meetings**

- (a) The Chairperson shall preside over every meeting of Members.
- (b) If the Chairperson is not present within thirty (30) minutes after the time appointed for the meeting, the Members Present and entitled to vote at the meeting must choose one of their own number to chair the meeting.

***[Amended 7 May 2018]***

### **7.5 Adjournment**

The Chairperson of a general meeting may, with the consent of the meeting (and must if directed by the meeting), adjourn the meeting from time to time and place to place, but no business is to be transacted at an adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.



## 7.6 Notice of adjourned meeting

It is not necessary to give notice of an adjournment or of the business to be transacted at an adjourned general meeting, unless the meeting is adjourned for twenty-one (21) days or more, in which case new notice of the adjourned meeting must be given in accordance with clause 6.4.

## 7.7 Decision on resolutions

- (a) Subject to clause 7.7(e), a resolution put to the vote at a general meeting of the Company, is to be decided on a show of hands unless a poll is (before or on the declaration of the result of the show of hands) demanded by the Chairperson of the meeting (other than a resolution for the election of the Chairperson of a meeting or a resolution for the adjournment of a meeting) or by not less than five (5) Members Present and having the right to vote at the meeting.
- (b) The Members may decide, on a show of hands, to vote on any resolution at a general meeting by secret ballot.
- (c) Before a vote is taken, the Chairperson must state whether any proxy votes have been received and, if so, how the proxy votes will be cast.
- (d) In the event of an equality of votes on a show of hands or on a poll the Chairperson of the meeting shall have a casting vote in addition to any vote to which the Chairperson may be entitled as a Member.
- (e) A question arising at a general meeting of the Company relating to the order of business, the entitlement of any person to attend or vote at the meeting, any procedure or the conduct of the meeting must be referred to the Chairperson of the meeting, whose decision is final.

***[Amended 7 May 2018]***

## 7.8 Minutes as evidence of result

Unless a poll is duly demanded in accordance with clause 7.7(a), a declaration by the Chairperson of the meeting that a resolution has, on the show of hands, been carried or lost, and an entry to that effect in the book containing the minutes of the proceedings of the Company signed by the Chairperson of the meeting, is conclusive evidence of the fact, without proof of the number or proportion of the votes recorded in favour of or against the resolution.

## 7.9 Taking of poll

- (a) If a poll is duly demanded it must be taken before the close of the meeting in the manner and at the time and place, as the Chairperson of the meeting may direct. The result of the poll will be deemed to be the resolution of the meeting at which the poll was demanded provided that a poll on the election of a Chairperson of a meeting or on any question of adjournment must be taken at the meeting and without adjournment.
- (b) The demand for a poll does not prevent the meeting continuing for the transaction of any business other than the question on which a poll has been demanded.
- (c) A poll may be demanded before a vote is taken, before the voting results on a show of hands are declared or immediately after the voting results on a show of hands are declared.



- (d) The demand for a poll may be withdrawn.
- (e) In the case of a dispute as to the admission or rejection of a vote on a show of hands or on a poll, the Chairperson of the meeting must determine the dispute and the determination made in good faith will be final and conclusive.

#### **7.10 Rights of officers and advisers to attend General Meetings**

- (a) Any Director and the Company Secretary shall be entitled to attend and to speak at any general meeting.
- (b) The Company's auditor (or auditor's representative) is entitled to attend and speak at any general meeting, on any part of the business of the meeting that concerns the auditor in their capacity as auditor. The auditor's right to attend and speak at any meeting is not affected by the auditor retiring at the meeting or a resolution being passed removing the auditor from office.
- (c) Any other person (whether a Member or not) requested by the Board to attend any general meeting shall be entitled to be present and, at the request of the Chairperson of the meeting, to speak at that general meeting.

#### **7.11 Circulating resolutions**

- (a) Nothing in this Constitution limits the Company's power under the Corporations Act to pass a resolution as a circulating resolution.
- (b) Circulating resolutions may not be used:
  - (i) for a resolution to appoint or remove a Director or an auditor;
  - (ii) for passing a Special Resolution; or
  - (iii) where the Corporations Act or this Constitution requires a meeting to be held.
- (c) a resolution by email to Full Members and Full Members may agree by sending a reply email to that effect, provided it reasonably appears to the recipient that the email has been sent by the Full Member personally or on the Full Member's instructions.
- (d) The Company may circulate a resolution by email to Members and Members may agree by sending a reply email to that effect, provided it reasonably appears to the recipient that the email has been sent by the Full Member personally or on the Full Member's instructions.

***[Amended 7 May 2018]***

### **8. REPRESENTATION AND VOTING OF MEMBERS**

#### **8.1 Representation**

Members shall have the right to attend and vote at meetings of Members, provided they have paid all fees due and payable at the date of the notice of meeting on or before the date of the meeting.

#### **8.2 Entitlement to vote**

Subject to this Constitution and any rights or restrictions attached to any class of Membership, at a general meeting each Member Present, who has been admitted to one



of the following categories of Membership, has one (1) vote, whether on a show of hands or on a poll:

- (a) Foundation Member;
- (b) Full Member; and
- (c) Retired Member.

**[Amended 7 May 2018]**

## **9. PROXIES**

### **9.1 Appointment of proxy**

Subject to section 249X(3) of the Corporations Act, a Member may appoint one (1) proxy only, who must be a Member of the Company, and that proxy is entitled to vote on a show of hands or on a poll.

### **9.2 Instrument of proxy**

The instrument appointing a proxy must be in writing signed by the appointor. An instrument appointing a proxy may direct the manner in which the proxy is to vote in respect of a particular resolution. Where an instrument contains such direction, the proxy is not entitled to vote on the proposed resolution except as directed in the instrument. A proxy may vote as the proxy thinks fit on any motion or resolution in respect of which no manner of voting is indicated. The instrument appointing a proxy is valid for any adjournment of the meeting as well as for the meeting to which it relates, unless the contrary is stated.

### **9.3 Proxy to be deposited at the Office**

- (a) The instrument appointing a proxy and the authority (if any) under which it is signed, or a certified copy of the authority, must be received by the Company not later than forty-eight (48) hours before the general meeting or adjourned meeting or taking of the poll, at which the person named in the instrument proposes to vote. If this clause 9.3 is not complied with, the instrument of proxy will be invalid.
- (b) An instrument appointing a proxy is received when it is received at any of the following:
  - (i) the Office; or
  - (ii) a place or electronic address specified for the purpose in the notice of meeting.

### **9.4 Form of proxy**

- (a) The Board shall from time to time determine the form of the instrument of proxy, which will be valid, if it is signed by the Member making the appointment.
- (b) An instrument of proxy in which the name of the appointee is not filled in is taken to be given in favour of the Chairperson of the meeting to which it relates.

### **9.5 Proxy's Authority**

A proxy's authority to speak and vote for a Member at a meeting is suspended while the Member is Present at the meeting, unless the Member directs otherwise.



## **9.6 Power to demand poll**

The instrument appointing a proxy is taken to confer authority to demand, or join in demanding, a poll.

## **9.7 Identification of proxy**

The Chairperson of a meeting may require a person acting as a proxy to establish to the satisfaction of the Chairperson that he is the person nominated as proxy in the form of proxy lodged under this Constitution. If the person does not comply, that person may be excluded from voting either upon a show of hands or upon a poll.

*[Amended 16 May 2020]*

## **10. BOARD OF DIRECTORS**

### **10.1 Number of Directors**

Subject to clauses 10.2 and 10.5, the Board shall consist of nine (9) Directors, of whom:

- (a) one is the President;
- (b) one is the Vice President;
- (c) one is the Honorary Secretary;
- (d) one is the Treasurer; and
- (e) five are the State Presidents or their State Nominees, from each State Group.

*[Amended 7 May 2018 and 16 May 2020]*

### **10.2 Change to the Number of Directors**

The Members may by resolution increase or reduce the number, or alter the composition, of Directors specified in clause 10.1.

### **10.3 Members as Directors**

- (a) Subject to clause 10.3(b), Directors must be Members.
- (b) From time to time, subject to clause 10.2, the Board may appoint a person who is not a Member, having particular skills to assist the Board, as a Director, for a period determined by the Board.

### **10.4 No remuneration**

Except as provided for in clause 24, no Director may receive any remuneration for his or her services as a Director.

### **10.5 Vacancies**

- (a) Subject to this clause 10.5 and to clause 10.6, if any Director's position is vacated, that vacancy may be filled by a person elected by the Board by secret ballot in accordance with this Constitution.
- (b) If at any time there is no State President or State Nominee from a particular State Group appointed as a Director, that vacancy may be filled by a person elected by the Board by secret ballot, and that person may hold the office of



Director until such time as a State President or State Nominee from that State Group is appointed as a Director.

- (c) Subject to clause 10.2, if at any time the composition of the Board does not reflect the composition set out in clause 10.1, the Board, the Company and the Members shall, as soon as reasonably practicable, take all action reasonably required to restore the composition of the Board so that it is consistent with clause 10.1.

#### **10.6 State Presidents**

- (a) The State President (or State Nominee) of each State Group shall, at all times, be entitled to be appointed as a Director by the Board.
- (b) A State President (or the State Nominee) may hold the office of a Director for a maximum term of four (4) years, commencing on the date of the annual general meeting of the Company at which they are appointed as a Director, after which that person shall not be eligible to again hold the office of a Director until two (2) years have elapsed from the date that person ceased to hold the office of Director.
- (c) If a person ceases to be a State President or State Nominee for any reason, that person shall immediately resign as a Director.

#### **11. MANAGEMENT OF THE COMPANY**

- (a) Subject to the Corporations Act and any other provision of this Constitution, the business and affairs of the Company shall be managed by the Board which may exercise all the powers and do everything that the Company may exercise or do and which is not required to be exercised or done by the Company in general meeting. Without limitation, the Board may exercise all the Company's powers to:
  - (i) borrow or otherwise raise money;
  - (ii) charge Company property; and
  - (iii) issue debentures or give any other security for a debt, Liability or obligation of the Company or (subject to clause 24) any other person.
- (b) The Board may from time to time make regulations (not being inconsistent with this Constitution) for the proper control, administration and internal management of the Company and such other matters as the Board thinks fit, provided that such regulations are not inconsistent with this Constitution. All such regulations must be displayed on Members' section of the website of the Company as soon as practicable after such regulations are made.
- (c) The Board may by resolution:
  - (i) appoint or employ a person to be an officer, agent or attorney of the Company with powers, authorities, discretions and Duties, including those vested in or exercisable by the Board for such period and subject to such conditions as the Board thinks fit;
  - (ii) authorise an officer to delegate powers and Duties vested in that officer; and
  - (iii) subject to clause 13.2 and to any other provision of this Constitution or the Corporations Act to the contrary, dismiss or remove any agent, officer or attorney with or without cause.





- (d) The Directors may:
- (i) confer on the Office Bearers such of the powers exercisable by the Board, on such terms and conditions and with such restrictions, as they think fit; and
  - (ii) withdraw or vary any of the powers conferred on the Office Bearers.
- (e) The following provisions apply to the Company Secretary:
- (i) The Directors must appoint a Company Secretary in accordance with the Corporations Act at the remuneration and on the terms and conditions as the Directors think fit.
  - (ii) A Company Secretary must be appointed at the first meeting of the Board after a vacancy in that office occurs.
  - (iii) Any Company Secretary so appointed may be removed by the Directors.
  - (iv) The Company Secretary will be the public officer of the Company for the purposes of the Tax Act, and will be the nominated person acting on behalf of the Company, where such person is required.
  - (v) For avoidance of doubt, the Honorary Secretary may, but need not, be appointed as the Company Secretary.

***[Amended 7 May 2018 and 16 May 2020]***

## **12. OFFICE BEARERS**

### **12.1 Office Bearers**

- (a) Subject to clause 12.5, the Members shall elect from among the Foundation Members and Full Members, the following Office Bearers prior to an annual general meeting of the Company in accordance with clause 12.2:
- (i) Vice President;
  - (ii) Treasurer; and
  - (iii) Honorary Secretary.
- (b) The term of each of the President, Vice President, Treasurer and Honorary Secretary shall commence immediately following the closure of the annual general meeting of the Company after which each of them is appointed (in the case of the President) or elected in accordance with clause 12.2.
- (c) The Board shall determine the powers and Duties of each Office Bearer and may terminate a Director's appointment as an Office Bearer at any time in accordance with this Constitution.

***[Amended 7 May 2018 and 16 May 2020]***

### **12.2 Election procedure**

The procedure for election of the Office Bearers shall be as follows:



- (a) A nomination for an Office Bearer must be in writing, signed by at least two Members and must contain the written consent of the Foundation Member or the Full Member to whom the nomination relates.
- (b) The Company Secretary must compile a list of candidates from all duly completed nominations received by the Company Secretary in accordance with the nomination procedures specified in the Regulations.
- (c) The Board may nominate such additional Foundation Members or Full Members as candidates for the position of Vice President, Treasurer or Honorary Secretary as it thinks fit.
- (d) If more than one Foundation Member and/or Full Member is nominated for the same office by the Board and/or the Members, the Company Secretary shall send the following to each Foundation Member, Full Member and Retired Member, not less than five weeks prior to the annual general meeting at which the election of Office Bearers shall take place:
  - (i) voting paper listing the candidates who have been nominated for each office, in alphabetical order;
  - (ii) two envelopes comprising:
    - (1) one envelope marked "voting paper" and addressed to the Company Secretary; and
    - (2) one blank envelope containing sufficient space for the Member to mark his name, address and signature.
- (e) Each Member eligible, and wishing to vote, shall:
  - (i) mark the voting paper by placing a cross next to the name of their preferred candidate for each office;
  - (ii) place the voting paper inside the envelope referred to in paragraph (b)(ii)(2);
  - (iii) place the envelope containing the voting paper inside the envelope referred to in paragraph (b)(ii)(1) and deliver such envelope to the Company Secretary.
- (f) Only voting papers received not less than forty eight (48) hours prior to the election shall be counted in the ballot.
- (g) The candidate with the greatest number of votes for a particular office, shall be elected to that office.
- (h) In the case of an equality of votes for two or more candidates for the same office, the President shall have a casting vote.
- (i) Despite this clause 12 and subject to clause 7.4, the person holding the office of Chairperson of the Board immediately before the commencement of an annual general meeting shall preside as Chairperson of that annual general meeting.
- (j) If only one Foundation Member or Full Member is nominated for the relevant office by the Board and/or the Members, the appointment of Directors must take place by way of resolution of Foundation Members, Full Members and Retired Members Present at the annual general meeting.



***[Amended 7 May 2018 and 16 May 2020]***

### **12.3 Office Bearers as Directors**

An Office Bearer shall immediately vacate his office if he ceases to be a Foundation Member or a Full Member or if he is removed from his office by not less than 66% of the votes cast at a meeting of the Board (excluding that Office Bearer).

***[Amended 7 May 2018]***

### **12.4 Rotation of Office Bearers**

- (a) A person may hold the office of the President or Vice President for a maximum term of two (2) years, after which that person shall not be eligible to again hold the same office until two (2) years have elapsed from the date that person ceases to hold office.
- (b) Upon expiry of the President's term, the person then holding the office of Vice President shall be appointed to the office of President.
- (c) A person may hold the office of the Treasurer or Honorary Secretary for a maximum term of four years, being an initial term of two (2) years, followed by a further term of two (2) years, after which that person shall not be eligible to again hold that office until two (2) years have elapsed.
- (d) To the extent that a person is appointed as an Office Bearer to fill a casual vacancy, their term of office for the purposes of this clause shall not commence until the date that person is elected to office at an annual general meeting of the Company.

***[Amended 7 May 2018 and 16 May 2020]***

### **12.5 Vacancies**

- (a) If the office of the President becomes vacant then, subject to this clause 12.5:
  - (i) the Board shall:
    - (1) appoint the Vice President to fill the office of President; and
    - (2) elect, by secret ballot, a Director to fill the office of Vice President; or
  - (ii) if the Vice President is unwilling or unable to be appointed to the office of President, that vacancy may be filled by a Director elected by the Board by secret ballot.
- (b) Subject to this clause 12.5, if any Office Bearer's position is vacated, that vacancy must be filled by a Director elected by the Board by secret ballot in accordance with this Constitution.
- (c) A person elected by the Board to fill a casual vacancy of an Office Bearer must not hold office (without re-election) past the next annual general meeting of the Company.
- (d) In the event that there are no Office Bearers in office at any one time, each Office Bearer may be appointed by written consent of at least 50% of Members who are entitled to vote (being Foundation Members, Full



Members and Retired Members) provided that each Office Bearer provides a written consent to act as Director.

**[Amended 7 May 2018]**

### **13. DIRECTOR RETIREMENT AND REMOVAL**

#### **13.1 Director Resignation**

Any Director may resign from office upon giving notice in writing to the Company Secretary of the Director's intention to do so and such resignation takes effect upon the expiration of the notice or its earlier acceptance by the Board.

#### **13.2 Removal of Directors**

- (a) Subject to clause 13.2(b), the Company in general meeting may, by resolution, remove any Director from office by special resolution.
- (b) No resolution for the removal of a Director from office is to be put to a general meeting, unless a notice signed by a Member duly qualified to vote at that meeting and signifying the intention of that Member to propose that resolution is received by the Company, and the Director who is the subject of the notice, not less than two (2) months before the date appointed for holding the meeting.
- (c) The Director who is the subject of the notice referred to in clause 13.2(b) may give the Company a written statement for circulation to members and may request and must be granted permission to speak to the motion at the meeting.
- (d) A statement given under paragraph 13.2(c) must be circulated to the Board before it is despatched to Members or, if there is insufficient time for the statement to be despatched to Members, read out at the meeting before the resolution is considered by the Members Present, unless the statement is more than 1,000 words or is considered defamatory by the Chairperson.

#### **13.3 Disqualification of Directors**

- (a) In addition to the circumstances in which the office of Director becomes vacant by virtue of the Corporations Act or elsewhere in this Constitution, the office of a Director becomes vacant if:
  - (i) the Director becomes a person liable, or whose assets are liable, to any control or administration under any law relating to physical or mental health;
  - (ii) an Insolvency Event occurs in relation to that Director;
  - (iii) the Director is removed or is prohibited from continuing in office pursuant to this Constitution or the Corporations Act;
  - (iv) the Director resigns by notice in writing to the Company Secretary or refuses to act;
  - (v) the Director is absent from three (3) consecutive meetings of the Board without leave of absence from the Chairperson and the Board resolves that the Director's office be vacated;
  - (vi) the period for which the Director is appointed expires;
  - (vii) the Director ceases to be a Member; or



- (viii) the Director dies.
- (b) No proceedings of the Board, or any resolution passed at any meeting, will be invalidated by reason of any Director taking part or concurring in such meeting or resolution being then disqualified until an entry is made in the minutes of the Board of the Director's office having been so vacated.

**[Amended 7 May 2018]**

## **14. DIRECTOR'S OBLIGATIONS**

### **14.1 Confidentiality**

A Director shall:

- (a) keep confidential all Confidential Information; and
- (b) not disclose any Confidential Information to any person, except:
  - (i) as required by law;
  - (ii) with the prior written consent of the Company; or
  - (iii) to the Company's agents, employees or advisers in the proper performance of the Director's responsibilities and Duties under this Constitution and as may be determined from time to time by the Board.

### **14.2 Use**

No Director shall use any Confidential Information for the benefit of any person except the Company.

### **14.3 Confidential Information in the public domain**

If any Confidential Information is lawfully within the public domain then to the extent that the Confidential Information is public, and subject to clause 14.4, a Director's obligations under clause 14.1 shall cease in respect of that Confidential Information.

### **14.4 Uncertainty**

If there is uncertainty as to whether:

- (a) any information is Confidential Information; or
- (b) any Confidential Information is lawfully within the public domain,

that information shall be deemed to be Confidential Information and not within the public domain, unless the Director is advised by the Board in writing to the contrary.

### **14.5 Security**

A Director shall:

- (a) maintain proper and secure custody of all Confidential Information; and
- (b) use his or her best endeavours to prevent the use or disclosure of the Confidential Information by third parties.



#### **14.6 Delivery or destruction of Confidential Information**

- (a) A Director shall immediately deliver to the Company all Confidential Information that is physically capable of delivery:
  - (i) at the end of that person's term as a Director; and
  - (ii) at any time at the request of a person authorised by the Board.
- (b) Instead of delivering Confidential Information, the Board may direct the Director to destroy Confidential Information and certify in writing to the Company that the Confidential Information has been destroyed.
- (c) The Board may direct that Confidential Information contained in computer software or data be destroyed by erasing it from the magnetic media on which it is stored so that the information cannot be recovered or reconstructed.

#### **14.7 Director must not make copies**

- (a) A Director must not make any copy or summary of any Confidential Information, except if required to do so in the course of his or her Duties as a Director.
- (b) If a Director is required to make a copy or summary of Confidential Information in the course of the Director's Duties and functions as a Director, the copy or summary belongs to the Company.

#### **14.8 Obligations to continue**

- (a) A Director shall comply with the obligations under this clause 14 at all times during and after that person's term as a Director.
- (b) The Company may enforce the obligations under this clause 14 at any time.

#### **14.9 No limitation**

Nothing in this clause 14 shall limit any other duty of confidentiality of a Director at law or in equity.

### **15. DIRECTOR'S INTERESTS**

#### **15.1 Disqualification**

Subject to the Corporations Act and clause 24:

- (a) a Director is not disqualified by the Director's office from contracting with the Company in any capacity and may enter into any arrangement, contract or dealing with the Company in any capacity;
- (b) no Director or proposed Director is disqualified by that office from becoming or remaining a director of any company in which the Company is in any way interested or which is in any way interested in the Company;
- (c) provided that the Corporations Act and this clause have been complied with by a Director, no contract, agreement or arrangement in which the Director is in any way interested, entered into by or on behalf of the Company can be avoided merely because of that Director's interest and the fact that the Director signed the document evidencing the contract, agreement or arrangement shall not in any way affect its validity;



- (d) a Director shall not, and shall procure that any company in relation to which he or she is a director or member shall not, without the Board's prior approval, directly or indirectly supply goods or services to the Company for valuable consideration where such goods or service can be satisfactorily obtained elsewhere; and
- (e) no Director who:
  - (i) enters into a contract, agreement or arrangement in which the Director has an interest; or
  - (ii) is a director of the other company with which the Company has entered into the contract, agreement or arrangement,

is liable to account to the Company for any profits or remuneration realised by that Director as a result of him or her being interested or being a director of the other company, if the Director has declared the Director's interest in the matter in accordance with clause 15.2 and not contravened this Constitution or the Corporations Act in relation to the matter.

**[Amended 7 May 2018]**

## **15.2 Declaration of interest**

- (a) The nature of a Director's interest in any contract, agreement or arrangement must be declared by that Director at a meeting of the Directors in accordance with the Corporations Act as soon as practicable after the relevant facts have come to his or her knowledge.
- (b) A general notice that a Director is a member of any specified firm or corporation and is to be regarded as interested in all transactions with that firm or corporation is a sufficient declaration under this clause as regards the Director and the transactions, provided that the extent of that interest is not materially greater at the time of first consideration of the relevant matter by the Board that was stated in the notice and the Director has complied with section 192 of the Corporations Act.
- (c) After giving the general notice it is not necessary for the Director to give any special notice relating to any particular transaction with that firm or corporation.
- (d) The Company Secretary must record in the minutes any declaration made or any general notice given by a Director under this clause.

**[Amended 7 May 2018]**

## **15.3 Votes by interested Directors**

Subject to the Corporations Act, a Director who has a material personal interest in a matter that is being considered at a meeting of Directors:

- (a) must not vote on the matter unless:
  - (i) the Directors have passed a resolution that the interest does not disqualify the Director from considering or voting on the matter;
  - (ii) the interested Director is entitled to be present and vote as a result of a declaration or order made by the ASIC under the Corporations Act; or



(iii) the interested Director is otherwise permitted by the Corporations Act to be present and vote; and

(b) may not be present while the vote is taken.

#### **15.4 Director's conflicts of interest**

If a Director holds any office or possesses any property such that he or she might have Duties or interests which directly or indirectly conflict with his or her Duties or interests as Director, that Director must declare at a meeting of the Directors the fact, nature, character and extent of the conflict.

### **16. PROCEEDINGS OF DIRECTORS**

#### **16.1 Procedure generally**

(a) The Directors may meet together for the dispatch of business, adjourn and otherwise regulate their meetings as they think fit.

(b) A Director may at any time by written notice to the Company Secretary request that a meeting of the Board be convened, and the Company Secretary shall forthwith on the requisition of a Director, convene a Board meeting.

#### **16.2 Quorum**

(a) The quorum for a Board meeting shall be the presence of five (5) Directors entitled to vote and then holding office.

(b) No business may be conducted unless a quorum is present.

(c) A meeting of the Directors must be adjourned if a quorum is not present within thirty minutes of the time specified for the meeting, to a date and time seven days following the time of, and at the same place as, the original meeting to be notified to all Directors.

(d) Any Directors present at any meeting adjourned due to insufficiency of quorum will constitute a quorum for that adjourned meeting.

(e) If the number of Directors in office at any time is not sufficient to constitute a quorum at a Board meeting, the remaining Directors must act as soon as possible to:

(i) increase the Directors to a number sufficient to constitute a quorum required under the Constitution;

(ii) convene a general meeting of the Company for that purpose; or

(iii) appoint additional Directors,

and until that has happened the Directors may only act if and to the extent that there is an emergency requiring them to act.

***[Amended 7 May 2018]***

#### **16.3 Notice of Board meetings**

(a) Reasonable notice of a Board meeting is to be given to all Directors except to a Director whom the Company Secretary, when giving notice to the other Directors, reasonably believes to be outside Australia.





- (b) A notice of meeting must:
  - (i) specify the date, time and place of the meeting;
  - (ii) indicate the general nature of the business to be conducted;  
and
  - (iii) be given at least ten (10) days before the date of the meeting  
(or such shorter period as the Directors may agree).
- (c) Non-receipt of notice of a Board meeting by, or a failure to give notice of a Board meeting to, a Director does not invalidate any act matter or thing done by or resolution passed at the meeting if such non-receipt or failure occurred by accident or error.

**[Amended 7 May 2018]**

#### **16.4 Chairperson of Board meetings**

The Chairperson shall preside at every Board meeting, or if at any Board meeting the Chairperson is not present within thirty (30) minutes after the appointed time for holding the meeting, then the Directors who are present may choose one of their number to chair the Board meeting.

**[Amended 7 May 2018]**

#### **16.5 Determinations**

- (a) Subject to this Constitution, questions arising at any Board meeting are to be decided by a majority of votes of Directors present and voting and such decision shall for all purposes be taken as a decision of the Board.
- (b) Each Director has one (1) vote and a determination by a majority of the Directors will for all purposes be deemed a determination of the Directors.
- (c) If there is an equality of votes at a meeting at which a quorum is present, the Chairperson shall have a second or casting vote in addition to his or her deliberative vote.

#### **16.6 Delegation to Committees**

- (a) The Board may delegate any of its powers to one or more Committees consisting of one or more Directors or other persons as the Board thinks fit.
- (b) Any Committee formed by the Board must comply with this Constitution, the Corporations Act and the regulations that may be imposed on it by the Board in exercising the Committee's delegated power. A power so exercised will be taken to have been exercised by the Board.
- (c) Any Committee formed by the Board may, subject to this clause 16, regulate its proceedings as it sees fit.

#### **16.7 Procedure of Committees**

- (a) Meetings of Committees consisting of more than one person are governed by the clauses of this Constitution regulating the meetings of the Directors so far as they are applicable and are not superseded by any regulations made by the Directors under this Constitution.



- (b) The number of persons whose presence at a meeting of a Committee is necessary to constitute a quorum is the number determined by the Board, and if not so determined is two (2).
- (c) The Board shall appoint a chairman, being a Foundation Member or a Full Member, to each Committee, and may replace any chairman as it sees fit.
- (d) Minutes of all the proceedings and decisions of every Committee shall be made, entered and signed in the same manner in all respects as minutes of proceedings of the Board are required by the Corporations Act to be made, entered and signed.
- (e) Committees will regularly advise and report to the Board. The chairman of each committee shall attend at least two meetings of the Board each year to provide the Board with any recommendations of that committee, as well as any other information regarding the committee, which the Board reasonably requires. The Board will give due consideration, and respond, to the recommendations of the Committees.

***[Amended 7 May 2018]***

#### **16.8 Committees**

- (a) The Board may from time to time establish such standing Committees as it thinks fit.
- (b) The Board shall, upon a written request from the Royal Australasian College of Physicians, nominate Full Members to the Specialist Training Committee in rheumatology, which oversees the training of rheumatologists, both in the Royal Australasian College of Physicians advanced training program and in the continuation of medical education. Such appointments shall be ratified by the Education Deanery of the Royal Australasian College of Physicians.

***[Amended 7 May 2018 and 16 May 2020]***

#### **16.9 Validation of irregular acts**

Any act done at any Board meeting or by a Committee or by any person acting as a Director will be valid even if it is later discovered:

- (a) that there was some defect in the appointment or continuance in office of a Director or such other person; or
- (b) that any of them was disqualified or had vacated office or were not entitled to vote.

#### **16.10 Board Meetings by Instantaneous Communication Device**

- (a) For the purposes of this Constitution and the Corporations Act, each Director, on becoming a Director (or the Commencement Date) consents to the use of an Instantaneous Communication Device for calling or holding a Board meeting.
- (b) The contemporaneous linking together by Instantaneous Communication Device of a number of Directors not less than the quorum provided in clause 16.2, whether or not any one or more of the Directors is out of Australia, is deemed to constitute a Board meeting and all the provisions of this Constitution as to the Board meetings will apply to such meetings so long as the following conditions are met:



- (i) all the Directors for the time being entitled to receive notice of the Board meeting receive notice that the meeting will be held using an Instantaneous Communication Device. Notice of any such meeting may be given by the Instantaneous Communication Device or in any other manner permitted by this Constitution;
- (ii) at the commencement of the Board meeting each Director taking part in the meeting by Instantaneous Communication Device is able to hear each of the other Directors taking part;
- (iii) at the commencement of the Board meeting each Director must acknowledge his presence for the purpose of the Board meeting to all the other Directors taking part;
- (iv) a minute of the proceedings of a meeting by Instantaneous Communication Device is sufficient evidence of those proceedings and of the observance of all necessary formalities if certified as a correct minute by the Chairperson, and

all proceedings of the Board shall be as valid and effective as if conducted at a meeting at which all of the Directors were present.

- (c) A Director may withdraw the consent given under this clause in accordance with the Corporations Act, provided that such withdrawal is notified to the Company within a reasonable period before the meeting at which an Instantaneous Communication Device is proposed to be used.

#### **16.11 Written resolutions**

- (a) If a document:
  - (i) is sent to all those entitled to receive notice of a Board meeting at which a resolution could be put;
  - (ii) contains a statement that the signatories to it are in favour of that resolution;
  - (iii) sets out the terms of the resolution; and
  - (iv) has been signed by not less than seventy-five percent (75%) of all Directors of the Company entitled to vote on that resolution,

a resolution in those terms is passed on the day on which and at the time at which the document was signed by the last of such Directors and the document is as valid and effectual as if it had been passed at a duly held Board meeting.

- (b) For the purposes of paragraph 16.11(a):
  - (i) “signed” shall include an email from or on behalf of a Director indicating assent to the resolution, provided it reasonably appears to the recipient that the email has been sent by the Director personally or on the Director’s instructions;
  - (ii) two or more separate documents containing statements in identical terms, each of which is signed by one or more Directors shall together be taken to constitute one document containing a statement in those terms signed by those Directors at the time at which the last of those documents to be signed was signed by a Director; and



- (iii) an email which is received by the Company or an agent of the Company and is sent by a Director shall be taken to be signed by that Director not later than the time of receipt of the email by the Company or its agent in legible form.

***[Amended 16 May 2020]***

## **17. STATE GROUPS**

### **17.1 Formation**

- (a) A State Group, which shall consist of two or more Members, may be formed in any State or Territory of the Commonwealth of Australia with the approval of, and subject to any conditions determined by, the Board.
- (b) The Board may create new State Groups from time to time.

### **17.2 Governance**

- (a) The Members of each State Group:
  - (i) must comply with the Terms of Reference, as they apply to each State Group;
  - (ii) may regulate their own proceedings, provided that they are consistent with this Constitution and any regulations made by the Directors under this Constitution; and
  - (iii) shall elect their own State Executive Committee consisting of:
    - (1) a State President;
    - (2) a State Secretary; and
    - (3) a State Treasurer; and
    - (4) one or more Members of that State Group.
- (b) To the extent that there is any inconsistency between the Terms of Reference and this Constitution, the provisions of this Constitution shall prevail and the Terms of Reference will be void to the extent of the inconsistency. The Board shall take all necessary action to amend the Terms of Reference to ensure that they are consistent with this Constitution.

***[Amended 7 May 2018]***

### **17.3 Management of affairs**

- (a) All cheques, promissory notes, drafts, bills of exchange and other negotiable instruments shall be signed, drawn, accepted, endorsed or otherwise executed by two members of the State Executive Committee of the relevant State Group.
- (b) Except to the extent that such matter applies to a Member in their capacity as a member of the applicable State Group, any action or decision of a State Group or resolution passed by the members of a State Group or its State Executive Committee will not be binding on the Company or its Members unless approved by resolution of the Board.
- (c) The activities and business of each State Group:



- (i) shall be confined to matters occurring within, or which have an effect on, the State Group's geographical area, unless otherwise approved by the Board in writing; and
  - (ii) shall not, without the prior approval of the Board, include any matter in relation to which the Board is engaging, or has indicated its intention to engage.
- (d) Each State Group shall, upon written notice from the Treasurer, forward to the Treasurer within the time period stipulated in the notice, which shall be a date prior to the annual general meeting of the Company in each relevant year:
- (i) an annual report for the State Group, containing details of its activities in respect of the previous financial year;
  - (ii) a statement of the income and expenditure of the State Group for the previous financial year; and
  - (iii) a balance sheet for the State Group, for the previous financial year.

***[Amended 7 May 2018]***

#### **17.4 Special levies imposed by State Groups**

- (a) Subject to clause 17.4(b), a State Group may impose a special levy on Members of that State Group (other than Honorary Members), for a purpose that is for the benefit of those Members.
- (b) The proceeds of the special levy in clause 17.4(a) may be received and expended by the State Executive Committee of that State Group for and in connection with the purpose for which the levy was imposed, without obtaining prior consent from the Board.
- (c) A special levy imposed by a State Group under this clause:
  - (i) shall be determined by way of a resolution passed in a general meeting of that State Group by at least 66% of Members of that State Group;
  - (ii) shall be equal to a specified proportion of the amount of the Membership fee of each Member of that State Group; and
  - (iii) may exclude any category of Membership from its application, other than Foundation Members and Full Members.

***[Amended 7 May 2018]***

#### **17.5 Dissolution of State Groups**

- (a) The Board may resolve to dissolve any State Group at any time in any of the following circumstances:
  - (i) if, in the opinion of the Board, the number of Members of the State Group is so few as to render the continued existence of the State Group impractical or uneconomic;
  - (ii) if the State Group fails to forward to the Treasurer, any monies held on behalf of, or owing to, the Company;



- (iii) if, in the opinion of the Board, the State Group has breached a provision of this Constitution, the governing rules of the State Group or has acted contrary to the directions of the Board; or
  - (iv) if, in the opinion of the Board, the State Group has acted in a manner that is prejudicial to the interests of the Company.
- (b) Dissolution of a State Group in accordance with this clause shall take effect on the earlier of:
- (i) the date that written notice of the dissolution, quoting the relevant resolution of the Board and the reason for the dissolution, is given to the State President or the State Secretary of the State Group; and
  - (ii) the date of publication of the written notice of the dissolution, quoting the relevant resolution of the Board and the reason for the dissolution, in the Company's journal or in a newspaper circulating in the geographic area of the State Group.
- (c) Upon the dissolution of a State Group, the Board shall be entitled to take possession of all assets and records of that State Group.

## 18. FINANCIAL RECORDS

### 18.1 Financial and other records

- (a) The Directors must:
- (i) cause proper financial and other records to be kept at the Office that:
    - (1) correctly record and explain its transactions and financial position and performance; and
    - (2) enable true and fair financial statements to be prepared and to be audited, andensure such records are retained by the Company for at least seven (7) years (or for such other period as is required by law); and
  - (ii) provide annual financial reporting to Members as required by the Corporations Act.
- (b) Directors have the right to access the Company's financial records at any reasonable time.
- (c) The Directors must from time to time determine whether and to what extent and at what times and places and under what conditions or regulations any financial or other records of the Company are to be open to the inspection of Members.
- (d) No Member has the right to inspect any records of the Company except as conferred by statute or authorised by the Directors or by the Company in general meeting.

***[Amended 7 May 2018]***



## **18.2 Time for financial reports**

The interval between the end of a financial year of the Company and the annual financial reporting to Members must not exceed the period (if any) prescribed by the Corporations Act.

## **18.3 Financial Year**

- (a) Subject to the Corporations Act, the financial year of the Company shall run from 1 January to 31 December of the relevant year.
- (b) In accordance with the Corporations Act, the Company's books of account shall be examined and audited by a properly qualified auditor appointed by the Members at the annual general meeting.

## **18.4 Reporting to Members**

Unless the Corporations Act provides otherwise, the Board shall send Members copies of the financial report for each financial year, the Directors' report for the year and the auditor's report on the financial report, which shall include a profit and loss statement for the year, a balance sheet as at the end of the year and a statement of cash flows for the year and every other document required by law to be attached thereto by the time specified in clause 18.2.

## **18.5 Consideration of Accounts at the AGM**

The Board shall cause to be laid before each annual general meeting the financial report, the Directors' report and the auditor's report for the last financial year that ended before the annual general meeting.

## **19. NOTICES**

### **19.1 Entitlement to Notice**

Any Member who has advised the Company of a place of address or an email address (for registration in the Register) at or to which all notices and documents of the Company may be served or sent shall be entitled to receive any notice.

### **19.2 Notices to Members**

The Company may give notice to a Member by:

- (a) serving it on the Member personally;
- (b) sending it by post to the Member or leaving it at the Member's address as shown in the Register or the address supplied by the Member to the Company for the giving of notices;
- (c) sending it to the fax number or transmitting it to the electronic mail address (if any) supplied by the Member for the giving of notices; or
- (d) in any other way allowed under the Corporations Act.

### **19.3 Deemed service**

Subject to clause 6.4:

- (a) a notice is sent by post, service of the notice is taken to be effected by properly addressing, prepaying and posting a letter containing the notice and to have been effected at the time at which the letter would be delivered in the ordinary course of post;



- (b) a notice sent by fax shall be taken to be effected by properly addressing and sending or transmitting the notice and to have been effected on production of a transmission report by the machine from which the fax was sent which indicates that the fax was sent in its entirety to the fax number of the recipient if produced before 5.00pm on a Business Day, otherwise on the next Business Day;
- (c) a notice sent by electronic mail shall be taken to be effected by properly addressing and sending the notice and to have been effected on the day of transmission, if transmitted before 5.00pm on a Business Day, otherwise on the next Business Day; and
- (d) a notice sent by electronic mail is deemed not to be served only if the computer system used to send it reports that delivery failed.

**[Amended 16 May 2020]**

## **20. DISPUTES AND MEDIATION**

### **20.1 Application**

- (a) The grievance procedure set out in this clause applies to disputes under this Constitution between:
  - (i) a Member and another Member;
  - (ii) a Director and the Company;
  - (iii) a Director and another Director;
  - (iv) a Member and the Company; or
  - (v) a Member and a Director.
- (b) A party claiming that a dispute has arisen shall notify the Board and each other party to the dispute in writing, specifying the details of the dispute.
- (c) The parties to the dispute must meet and discuss the matter in dispute, and, if possible, resolve the dispute, to the satisfaction of the Board, within ten (10) Business Days after the dispute came to the attention of all of the parties.

### **20.2 Mediation and Arbitration**

- (a) If the parties are unable to resolve the dispute at the meeting, or if a party fails to attend the meeting, then the parties must, within ten (10) Business Days, hold a meeting in the presence of a mediator.
- (b) The mediator must be a person who is a mediator appointed or employed by the Australian Commercial Disputes Centre. The costs of the mediator shall be borne by the Company.
- (c) The parties to the dispute must, in good faith, attempt to settle the dispute by mediation.
- (d) The mediator, in conducting the mediation must:
  - (i) give the parties to the mediation every opportunity to be heard; and





- (ii) allow due consideration by all parties of any written statement by any party; and
- (iii) ensure that natural justice is accorded to the parties to the dispute throughout the mediation process.
- (e) The mediator must not determine the dispute.
- (f) If the mediation process does not result in the dispute being resolved, the parties must submit the dispute to be finally settled under the Rules for the Conduct of Commercial Arbitrations of the Institute of Arbitrators & Mediators of Australia, applicable at the time of submission. The decision of the arbitrator shall be binding on the parties. A failure to comply with the arbitrator's decision will be a breach of this Constitution.
- (g) Any such arbitration shall be conducted in Sydney, Australia.
- (h) If the mediation or arbitration process does not result in the dispute being resolved, the parties may seek to resolve the dispute in accordance with the Corporations Act or otherwise at law, at their own cost.

## 21. WINDING UP OR DISSOLUTION

- (a) In the event of the Company being dissolved, the amount which remains after such dissolution and the satisfaction of all debts and liabilities (**Surplus**) shall not be paid to nor distributed amongst Members but shall be distributed in accordance with clause 21(b) or, if that is not applicable, clause 21(c).
- (b) At or before the winding up or dissolution of the Company, the Members may determine that the Surplus shall be given or transferred to one or more institutions or entities, provided the institution or entity:
  - (i) has objects similar to those of the Company; and
  - (ii) prohibits the distribution of its income or property amongst its members to an extent at least as great as imposed under this Constitution.

If there is a determination in accordance with this clause 21(b), the Surplus shall be transferred to the institution or entity after the winding up or dissolution of the Company. If there is more than one institution or entity specified in the determination, the Surplus shall be transferred in the proportion specified in the determination or, if there is no such proportion specified, then, in proportions as determined by the Directors.

- (c) If there is no determination made in accordance with clause 21(b), the Surplus shall be given or transferred to another organisation in Australia, as determined by the Board, which has substantially similar objects to those of the Company and which prohibits the distribution of its income or property amongst its members to an extent at least as great as imposed under this Constitution, in such manner as the Directors shall determine.
- (d) If and so far as effect cannot be given to clause 21(c), the Surplus shall be applied in Australia to some charitable object.

**[Amended 7 May 2018]**



## 22. INDEMNITY OF OFFICERS

- (a) The Company must indemnify each officer out of the assets of the Company to the Relevant Extent against any Liability incurred by the officer in or arising out of the conduct of the business of the Company or a subsidiary of the Company or in or arising out of the discharge of the Duties of the officer, except where the Liability:
- (i) is owed to the Company or a Related Body Corporate;
  - (ii) arises out of conduct involving a lack of good faith;
  - (iii) is for a pecuniary penalty order under section 1317G of the Corporations Act;
  - (iv) is for a compensation order under section 1317H of the Corporations Act; or
  - (v) is for legal costs.
- (b) To the Relevant Extent, the Company must indemnify each officer against any Liability for legal costs incurred in defending an action for a Liability incurred as an officer, except if the costs are incurred:
- (i) in defending or resisting proceedings in which the person is found to have a Liability for which they could not be indemnified under clause 22(a);
  - (ii) in defending or resisting criminal proceedings in which the person is found guilty;
  - (iii) in defending or resisting proceedings brought by ASIC or a liquidator for a court order if the grounds for making the order are found by the court to have been established; or
  - (iv) in connection with proceedings for relief to the person under the Corporations Act in which the court denies the relief.
- Clause 22(b)(iii) does not apply to costs incurred in responding to actions taken by ASIC or a liquidator as part of an investigation before commencing proceedings for the court order.
- (c) The Company may, to the Relevant Extent:
- (i) purchase and maintain insurance; or
  - (ii) pay or agree to pay a premium for insurance,
- for any person to whom this clause 22 applies against any Liability incurred by the person as an officer.
- (d) The Company may give an officer a loan or advance in respect of legal costs for defending an action for a Liability incurred as an officer, provided that such loan or advance does not contravene the Corporations Act.
- (e) Subject to the Corporations Act, where the Board considers it appropriate, the Company may execute a documentary indemnity or insurance policy in any form in favour of any officer.
- (f) Subject to the Corporations Act, where the Board considers it appropriate, the Company may:



- (i) make payments or agree to make payments by way of premium in respect of any contract effecting insurance on behalf or in respect of an officer against any Liability incurred by the officer in or arising out of the conduct of the business of the Company or a subsidiary of the Company or in or arising out of the discharge of the Duties of the officer other than one for legal costs, conduct involving a wilful breach of duty in relation to the Company or contravention of section 182 or 183 of the Corporations Act; and
  - (ii) bind itself and amend any contract or deed with any officer to make the payments.
- (g) The benefit of each indemnity given in clauses 0(a) and (b) continues, even after its terms or the terms of this clause are modified or deleted, in respect of a Liability arising out of acts or omissions occurring prior to the modification or deletion.

***[Amended 7 May 2018]***

### **23. CAPACITY**

Subject to the Corporations Act and clause 24, the Company has the legal capacity of a natural person including the capacity to exercise the powers set out in section 124 of the Corporations Act, which powers may only be used to carry out the Objects.

***[Amended 7 May 2018]***

### **24. NON-PROFIT**

The income and property of the Company must be applied solely towards the promotion of the Objects. In particular, no portion of the income and property of the Company is to be paid or transferred directly or indirectly by way of dividend, bonus or distribution of profit to Members or paid to Directors as fees for their services as Directors. This does not prevent the payment in good faith:

- (a) of remuneration to any officers or servants of the Company for any services rendered in a professional or technical capacity to or as an employee of the Company, where:
  - (i) the provision of the services is approved by the Board prior to commencement of the provision of the services; and
  - (ii) the amount payable is not more than an amount that would be commercially reasonable for the service;
- (b) for goods supplied in the ordinary and usual course of business;
- (c) of interest on money borrowed from any Member at a rate not exceeding from time to time the Company's overdraft rates of interest paid for moneys borrowed from its bankers;
- (d) of reasonable and proper rent for premises leased or licensed by any Member to the Company;
- (e) of out of pocket expenses (including travel and accommodation) incurred by a Director in performing Duties to the Company or otherwise on Company business if such payment is approved by the Board; or



- (f) in connection with the indemnification of, or payment of premiums on contracts of insurance for any Director, to the extent permitted by law and this Constitution.

**25. LIMITED LIABILITY**

The Company is a company limited by guarantee and the Liability of the Members is limited as provided by clause 26 of this Constitution.

**26. MEMBERS' GUARANTEE**

Every Member undertakes to contribute an amount not exceeding \$20.00 to the property of the Company if the Company is wound up while he or she is a Member or within 1 year after ceasing to be a Member, for:

- (a) payment of the debts and liabilities of the Company contracted before they ceased to be a Member;
- (b) the costs, charges and expenses of winding up the Company; and
- (c) for an adjustment of the rights of contributories among themselves.

**27. APPLICATION OF THE CORPORATIONS ACT**

**27.1 What parts of the Corporations Act apply**

Unless the contrary intention appears, an expression in a clause of this Constitution that has a defined meaning for the purposes of the Corporations Act has the same meaning when used in this Constitution.

**27.2 Actions authorised under Corporations Act**

Where the Corporations Act authorises or permits a company to do any matter or thing if so authorised by its constitution, the Company is and shall be taken by this clause to be authorised or permitted to do that matter or thing, despite any other provision of this Constitution.

**27.3 Replaceable rules displaced**

- (a) The clauses of this Constitution displace each provision of a section or subsection of the Corporations Act that applies (or would apply but for this clause) to the Company.
- (b) The replaceable rules do not apply to the Company except:
  - (i) where repeated in this Constitution; or
  - (ii) where a rule is specifically made applicable to the Company by a provision of this Constitution;
  - (iii) rules which operate as mandatory rules for public companies limited by guarantee under the Corporations Act.



## SCHEDULE 1 – CATEGORIES OF MEMBERSHIP

The seven classes of Members are:

1. **Foundation Members**, being persons who were members of the British Medical Company at the time of and were present at the inaugural meetings of the Unincorporated Association held in the States of New South Wales, Victoria and Western Australia and known as the foundation members of the Unincorporated Association;
2. **Full Members**, being persons who are:
  - (a) medical practitioners with appropriate training in rheumatology as defined by the Company from time to time; and
  - (b) senior scientists with a major commitment to research in the field of rheumatic diseases, who are invited by the Board to become Full Members;
3. **Honorary Members**, being persons whom the Company wishes to honour as persons of eminence in medicine (who are not otherwise eligible for Full Membership) or in related sciences who have rendered services to the Company. Honorary Members shall have no rights in their capacities as Honorary Members to vote at meetings of Members or to become Directors, but may, in all other respects, participate in the activities of the Company, receive notices and publications and may speak at any general meeting of the Company. An individual shall be elected as an Honorary Member by resolution passed at a duly convened meeting of the Board;
4. **Associate members**, being persons whose work as medical practitioners is related to rheumatic diseases, but who are not eligible to become Full Members. Associate Members shall have no rights in their capacity as Associate Members to vote or to become members of the Board, but may, in all other respects, participate in the activities of the Company, receive notices and publications and may speak at any general meeting of the Company;
5. **Non-Medical Members**, being persons who are non-medical practitioners, whose work is associated with the sciences relating to rheumatic diseases. Non-Medical Members shall have no rights in their capacities as Non-Medical Members to vote at meetings of Members or become Directors, but may, in all other respects, participate in the activities of the Company, receive notices and publications and may speak at any general meeting of the Company;
6. **Overseas Members**, being persons who are Foundation Members, Full Members, Honorary Members, Associate Members or Non-Medical Members, who no longer reside in Australia (temporarily or permanently), and who elect, with approval of the Board, to retain Membership of the Company. Overseas Members shall have no rights in their capacity as Overseas Members to become Directors, vote or speak at meetings of Members, but may, in all other respects, participate in the activities of the Company and receive notices and publications. Overseas Members shall not be attached to a State Group and shall not pay any Membership fees to a State Group or receive any notices from that State Group. On their return to reside permanently in Australia and with the approval of the Board, the original Membership category shall be restored to that Member and the State Group so notified; and
7. **Retired Members**, being persons who have gained Membership and, on retirement, apply to or are nominated by the Board for 'retired' Membership, which will entitle them to receive notice of the Company's activities at a reduced Membership fee, to be determined by the Treasurer from time to time. Retired Members shall have no rights in their capacity as Retired Members to become Directors, but may, in all other respects, participate in the activities of the Company, receive notices and publications and may speak and vote at any meeting of Members.

**[Amended 7 May 2018]**