

CONSTITUTION

Volunteering Victoria Inc.

Adopted on 2 December 2013

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1. Definitions and Interpretations

1.1 Name

The name of the Incorporated Association is “Volunteering Victoria Inc.”.

1.2 Definitions

In this Constitution unless the context requires otherwise:

Act means the *Associations Incorporation Reform Act 2012* (Vic) as amended from time to time;

Associate Member means an organisation admitted to the Association as an Associate Member in accordance with clause 5 and who is either:

- (a) a division of an organisation or authority that is a Full Member, such as a subsidiary, affiliate or branch of a Full Member;
- (b) an uninsured volunteer involving organisation, being an organisation from any sector that is wholly comprised of volunteers or engages volunteers to support its activities and does not hold personal accident and public liability insurance;
- (c) a Job Services Australia agent, being a Job Services Australia provider that is funded to assist persons to find paid or unpaid work;
- (d) a volunteer resource centre or service member, being a member of a non-government volunteer resource centre or service that is a Full Member (provided that the member must have separately applied to the Association to be an Associate Member); or
- (e) a for-profit organisation that runs an employee volunteer program or who has an interest in supporting Volunteering in the community;

AGM means the Annual General Meeting of the Association held by the Association in accordance with the Act;

Appointed Director means a Director appointed in accordance with clause 13.10;

Association means Volunteering Victoria Inc.;

Association Secretary means a person appointed as the secretary of the Association by the Board under clause 17;

Board means the Board of Directors, being the committee of the Association for the purposes of the Act;

CEO means a person appointed as Chief Executive Officer of the Association by the Board;

Chair means a person appointed under clause 14.7 and referred to in clause 12.5;

Committee means a committee established by the Board under clause 18.1;

Constitution means these rules of Volunteering Victoria Inc. as amended from time to time, and a reference to a particular clause is a reference to a clause of this Constitution;

Director means a Director of the Association and includes Elected Directors and Appointed Directors, with each Director being a committee member for the purposes of the Act;

Elected Director means a Director elected in accordance with clause 13.8;

Financial Year means a financial year of the Association;

Full Member means an individual, organisation or authority admitted to the Association as a Full Member in accordance with clause 5 and who is either:

- (a) an insured volunteer involving organisation, being an organisation from any sector that is wholly comprised of volunteers or engages volunteers to supports its activities and holds personal accident and public liability insurance;
- (b) a non-government volunteer resource centre or service, being an organisation that resources, supports, promotes and provides information about Volunteering to volunteers or individuals wishing to volunteer and to not for profit organisations that manage volunteers, with such activities being provided in addition to the organisation's own volunteer involving activities;
- (c) local government, being any local government authority that engages volunteers to support service delivery, including local government operated volunteer resource centres; or
- (d) a Director;

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

Individual Member means an individual that is admitted to the Association as an Individual Member in accordance with clause 5 and who is either:

- (a) an active volunteer interested in supporting Volunteering generally and engaging with the wider Volunteering community;
- (b) a paid or volunteer staff member responsible for the management or oversight of volunteers and volunteer programs; or
- (c) an individual interested in Volunteering or volunteer management, such as researchers, academics, and corporate social responsibility professionals,

but, for the avoidance of doubt, a Director that is admitted as a Member will be a Full Member rather than an Individual Member;

Member means an Associate Member, Full Member or Individual Member;

Policy means a policy of the Association that is adopted by the Board, as amended from time to time;

Registration means a Member's registration or affiliation with the Association with such registration being in the form determined by the Board from time to time;

Representative means a person (other than a proxy) appointed to represent a Member at a General Meeting of the Association;

Special Resolution means a resolution that must be passed by a majority of at least 75% of votes cast by Members entitled to vote at the relevant General Meeting in accordance with this Constitution and the Act. Such a resolution must be given to the Members at least 21 days prior to the General Meeting;

Telecommunication Meeting means a meeting attended by some Directors or Members by telephone, video conference or other electronic means;

Volunteering means "volunteering" as defined by the Board from time to time; and

Volunteering Australia is the national peak body working to advance volunteering in the Australian community and which has foundation members in each State and territory, with the Association being the foundation member for Victoria.

1.3 Interpretation

In this Constitution unless the context requires otherwise:

- 1.3.1 (presence of a Member) a reference to a Member present at a General Meeting means the Member present in person or by proxy or Representative;

- 1.3.2 (document) a reference to a document or instrument includes any amendments made to it from time to time, and unless the contrary intention appears, includes a replacement;
- 1.3.3 (gender) words importing any gender include all other genders;
- 1.3.4 (person) the word person includes a firm, a body corporate, a partnership, a joint venture, an unincorporated body or Association or an authority;
- 1.3.5 (successors) a reference to an organisation includes a reference to its successors;
- 1.3.6 (singular includes plural) the singular includes the plural and vice versa;
- 1.3.7 (instruments) a reference to a law includes regulations and instruments made under it;
- 1.3.8 (amendments to legislation) a reference to a law or a provision of a law includes amendments, re-enactments or replacements of that law or the provision, whether by a State or the Commonwealth or otherwise;
- 1.3.9 (include) the words include, includes, including and for example are not to be interpreted as words of limitation;
- 1.3.10 (signed) where, by a provision of this Constitution, a document including a notice is required to be signed, that requirement may be satisfied in relation to an electronic communication of the document in any manner permitted by law or by any State or Commonwealth law relating to electronic transmissions or in any other manner approved by the Board; and
- 1.3.11 (writing) writing and written includes printing, typing and other modes of reproducing words in a visible form including, without limitation, any representation of words in a physical document or in an electronic communication or form or otherwise.

1.4 Associations Incorporation Reform Act

In this Constitution, unless the context requires otherwise, an expression has, in a provision of this Constitution that deals with a matter dealt with by a particular provision of the Act, the same meaning as in that provision of the Act.

1.5 Headings

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

2. Objects

The primary object of the Association shall be to facilitate opportunities for people and organisations to assist members of the Australian community in need through Volunteering, with the ancillary objects of the Association being to:

- 2.1.1 actively promote Volunteering as a recognised activity of enduring public interest and social, cultural, environmental and economic value;
- 2.1.2 advocate for and support the rights, well-being and interests of volunteers;
- 2.1.3 encourage and enhance the diversity and all levels of Volunteering in Australia interdependently with Members and others;
- 2.1.4 maintain and enhance the standards, quality, reputation and sustainability of Volunteering for the collective interests of Members, volunteers and the community;
- 2.1.5 advance national research, policy and advocacy agendas relating to Volunteering;

- 2.1.6 encourage investment in Volunteering by the private sector, Government and the community;
- 2.1.7 at all times promote mutual trust and confidence between the Association and:
 - 2.1.7.1 its Members; and
 - 2.1.7.2 Volunteering Australia and its other foundation members,
 and to cooperatively work with Members, Volunteering Australia and the other foundation members of Volunteering Australia to pursue the objects of the Association; and
- 2.1.8 undertake other actions or activities necessary, incidental or conducive to advance these objectives.

3. Powers

Solely for furthering the objects under clause 2, the Association, in addition to any other powers it has under the Act, has the legal capacity and powers of an incorporated association as set out under Part 4 of the Act.

4. Income and Property of Association

4.1 Source of funds

The funds of the Association may be derived from membership fees, donations, fundraising activities, grants, fees for services, interest and any other sources approved by the Board.

4.2 Sole Purpose

The income and property of the Association will only be applied towards the promotion of the objects of the Association set out in clause 2.

4.3 Payments to Members

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

- 4.3.1 in return for any services rendered or goods supplied in the ordinary and usual course of business to the Association;
- 4.3.2 of interest at a rate not exceeding current bank overdraft rates of interest for moneys lent; or
- 4.3.3 of reasonable rent for premises let to the Association by the Member.

4.4 Management of funds

- 4.4.1 Subject to any restrictions imposed by the Act, this Constitution or any General Meeting, the Board may approve expenditure on behalf of the Association and may authorise any Director or CEO to expend or otherwise manage funds on behalf of the Association without requiring approval from the Board for each item on which the funds are expended or managed, such authorisation to take the form of a Policy.
- 4.4.2 All cheques, bills of exchange, promissory notes and other negotiable instruments must be signed by two persons authorised by the Board.

5. Membership

5.1 Categories of Members

- 5.1.1 The Association has three classes of membership, being Full Members, Associate Members and Individual Members.
- 5.1.2 Full Members are entitled to attend and vote at General Meetings.
- 5.1.3 Associate Members and Individual Members are entitled to receive notice of General Meeting and attend General Meetings but are not entitled to vote.
- 5.1.4 All Members must pay an annual membership fee, such fee being:
 - 5.1.4.1 set by the Board before the start of each financial year and published on the Association's website;
 - 5.1.4.2 payable by new Members at the time they become a Member; and
 - 5.1.4.3 being payable by all Members upon receipt of an invoice from the Association at the start of each financial year.
- 5.1.5 If a Member does not pay their annual membership fee in accordance with the terms determined by the Board from time to time, that Member:
 - 5.1.5.1 can be removed as a Member in the discretion of the Board, provided that the Board has provided at least one reminder notice to the Member; and
 - 5.1.5.2 if the Member is a Full Member, the Member will not be entitled to vote while their annual membership fee is overdue.
- 5.1.6 The Board may refuse membership to an applicant if the Board considers, acting reasonably, that the involvement of the applicant or person as a Member may have an adverse effect on the reputation of the Association or the ability of the Association to achieve or pursue its objects.

5.2 General

- 5.2.1 The Association must keep and maintain a register of all Members in accordance with the Act.
- 5.2.2 No Member whose membership ceases has any claim against the Association or the Board for damages or otherwise arising from cessation or termination of membership.
- 5.2.3 Membership is personal to each Member. No Member shall assign, or purport to assign, the rights comprising or associated with membership to any other person and any attempt to do so shall be void.

5.3 No liability

Members have no liability in their capacity as Members.

6. Cessation of Membership

6.1 Cessation

A person ceases to be a Member on:

- 6.1.1 resignation;
- 6.1.2 death;
- 6.1.3 the termination of their Membership according to this Constitution or any Policy;

- 6.1.4 if a body corporate, being dissolved or otherwise ceasing to exist; or
- 6.1.5 that Member otherwise no longer meeting the requirements for Membership according to clause 5.

6.2 Resignation

For the purposes of clause 6.1.1, a Member may resign as a Member of the Association by giving 14 days written notice to the Board.

6.3 Forfeiture of Rights

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

7. Disciplinary Action

The Association may take disciplinary action against a Member in accordance with Schedule A if it is determined that the Member:

- 7.1.1 has failed to comply with this Constitution;
- 7.1.2 refuses to support the objects of the Association;
- 7.1.3 acts in a manner that undermines the objects of the Association; or
- 7.1.4 has engaged in conduct that brings the Association into disrepute.

8. Grievance Procedure

The grievance procedure set out in Schedule B applies to disputes under this Constitution between:

- 8.1.1 a Member and another Member;
- 8.1.2 a Member and the Board; or
- 8.1.3 a Member and the Association.

9. Fees and Subscriptions

9.1 Membership Fee

- 9.1.1 The Board must determine from time to time:
 - 9.1.1.1 the amount (if any) payable by an applicant for membership;
 - 9.1.1.2 the amount of the annual fee payable for each class of Members; and
 - 9.1.1.3 the due date for payment.
- 9.1.2 Each Member must pay to the Association the amounts determined under this clause 9.1.

9.2 Deferral or reduction of subscriptions

- 9.2.1 The Board may defer the obligations of a Member to pay a subscription or other amount, or reduce (including to zero) the subscription or other amount payable by a Member, if the Board is satisfied that:
 - 9.2.1.1 there are reasonable grounds for doing so;
 - 9.2.1.2 the Association will not be materially disadvantaged as a result; and

9.2.1.3 the Member agrees to pay the deferred or (if greater than zero) the reduced subscription or other amount within a time fixed by the Board.

9.2.2 If the Board defers or reduces a subscription or other amount payable by a Member under this clause 9.2, that Member will retain their rights to attend and vote at a General Meeting, unless otherwise specified by the Board.

10. General Meetings

10.1 Power to convene AGM

The Board must convene an AGM:

10.1.1 in accordance with the Act;

10.1.2 within 5 months after the end of each Financial Year; and

10.1.3 at a date, time and place determined by the Board.

10.2 Power to convene General Meeting other than AGM

The Board may convene a General Meeting that is not an AGM whenever it thinks fit and must do so if required by the Act.

10.3 Notice of General Meeting

10.3.1 Written notice of a General Meeting of Members must be given:

10.3.1.1 to all Members entitled to attend the General Meeting, the Directors, and the auditor of the Association; and

10.3.1.2 in accordance with clause 22 and the Act.

10.3.2 At least 21 days' notice of the date, time and place of a General Meeting must be given, together with:

10.3.2.1 all information required to be included under the Act;

10.3.2.2 in the case of a proposed Special Resolution, the intention to propose the resolution as a Special Resolution and the terms of the proposed Special Resolution;

10.3.2.3 where applicable, any notice of motion received from any Full Member or Director (unless that motion is more than 1000 words long or defamatory); and

10.3.2.4 where applicable, a list of all valid nominations received for positions to be elected at the relevant General Meeting.

10.4 No other business

While Members may ask questions at a General Meeting, no business other than that stated in the notice of meeting may be transacted at a General Meeting.

10.5 Cancellation or postponement of General Meeting

Where a General Meeting (including an AGM) is convened by the Board, the Board may, if it thinks fit, cancel the meeting or postpone the meeting to a date, time and place it determines, subject to the Act.

10.6 Written notice of cancellation or postponement of General Meeting

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

10.6.1 each Member entitled to attend the General Meeting; and

10.6.2 each other person entitled to notice of a General Meeting under the Act.

10.7 Contents of notice postponing General Meeting

A notice postponing a General Meeting must specify:

- 10.7.1 the new date and time for the meeting;
- 10.7.2 the place where the meeting is to be held, which may be either the same as or different to the place specified in the notice originally convening the meeting; and
- 10.7.3 if the meeting is to be held in two or more places, the technology that will be used to hold the meeting in that manner.

10.8 Business at postponed General Meeting

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

10.9 Representative at postponed General Meeting

Where:

- 10.9.1 by the terms of an instrument appointing a Representative, that Representative is authorised to attend and vote at a General Meeting on behalf of the appointing Member to be held on a specified date or at a General Meeting or General Meetings to be held on or before a specified date; and
- 10.9.2 the date for the meeting is postponed to a date later than the date specified in the instrument,

then that later date is substituted for the date specified in the instrument appointing that Representative, unless the appointing Member notifies the Association in writing to the contrary at least 48 hours before the time at which the postponed meeting is to be held.

10.10 Non-receipt of notice

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

11. Right to appoint Representative

- 11.1.1 Full Members (other than Directors) are entitled to appoint an individual as their Representative to attend General Meetings, provided that the Full Member has not appointed a proxy under clause 11.2.
- 11.1.2 At any General Meeting, a Representative appointed under clause 11.1.1 has the same rights as the Full Member who appointed them.
- 11.1.3 In addition to a Representative appointed under clause 11.1.1, each Full Member shall be entitled to appoint one further Representative to attend meetings on their behalf but not vote.

11.2 Right to appoint proxy

- 11.2.1 A Full Member is entitled to appoint a person as their proxy to attend the meeting in their place.
- 11.2.2 At any General Meeting, a proxy appointed under clause 11.2.1 has the same rights as the Full Member who appointed them.
- 11.2.3 The Full Member appointing the proxy may give specific directions as to how the proxy is to vote on his or her behalf. Otherwise, the proxy may vote on behalf of the Member in any manner as he or she sees fit.

11.3 Form of proxy

The instrument appointing a proxy may be in a form determined by the Board from time to time, provided it complies with the requirements under the Act.

12. Proceedings at General Meeting

12.1 Number for a quorum

At all General Meetings, 25 Full Members (including any Full Members' Representatives or proxies) constitutes a quorum unless there are less than 25 Full Members in total in which case 75% of the Full Members must be present to constitute a quorum.

12.2 Requirement for a quorum

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

12.3 Quorum and time

If within 30 minutes after the time appointed for a General Meeting, a quorum is not present, the meeting stands adjourned until such other date, time and place as the Chair determines.

12.4 Adjourned meeting

If a quorum (determined in accordance with clause 12.1) is not present within 30 minutes after the time appointed for the adjourned meeting, the meeting is dissolved.

12.5 Chair to preside over General Meetings

12.5.1 The Chair is entitled to preside as chair at General Meetings.

12.5.2 If a General Meeting is convened and there is no Chair, or the Chair is not present within 15 minutes after the time appointed for the meeting or is unable or unwilling to act, the following may preside as Chair (in order of entitlement):

12.5.2.1 a Director (or other person) chosen by a majority of the Directors present;

12.5.2.2 the only Director present; or

12.5.2.3 a Member, or Members' Representative or proxy, who is chosen by a majority of those present and entitled to vote.

12.6 Conduct of General Meetings

12.6.1 The Chair:

12.6.1.1 has charge of the general conduct of the meeting and of the procedures to be adopted;

12.6.1.2 may require the adoption of any procedure which in his or her opinion is necessary or desirable for proper and orderly debate or discussion or the proper and orderly casting or recording of votes; and

12.6.1.3 may, having regard where necessary to the Act, terminate discussion or debate on any matter whenever he or she considers it necessary or desirable for the proper conduct of the meeting.

12.6.2 A decision by the Chair under this clause 12.6 is final.

12.7 Minutes of General Meetings

12.7.1 The Board must ensure that minutes are taken and kept of each General Meeting.

- 12.7.2 The minutes must record the business considered at the meeting, any resolution on which a vote is taken and the result of the vote.
- 12.7.3 In addition, the minutes of each AGM must include:
 - 12.7.3.1 the names of the Members attending the meeting;
 - 12.7.3.2 proxy forms given to the Chair of the meeting;
 - 12.7.3.3 the financial statements submitted to the Members; and
 - 12.7.3.4 any audited accounts and auditor's report or report of a review accompanying the financial statements.

12.8 Adjournment of General Meeting

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

12.9 Notice of adjourned meeting

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

12.10 Questions decided by majority

Except in the case of a Special Resolution, a resolution is carried if a simple majority of the votes cast on the resolution are in favour of it.

12.11 Equality of votes

Where an equal number of votes are cast in favour of and against the resolution, the resolution is not carried.

12.12 Declaration of results

- 12.12.1 At any General Meeting a resolution put to the vote of the meeting must be decided on either a show of hands or on the voices of those present and entitled to vote, unless a poll is demanded and the demand is not withdrawn.
- 12.12.2 Subject to no poll being demanded:
 - 12.12.2.1 a declaration by the Chair that a resolution has on a show of hands or on the voices of those present been carried, carried unanimously, carried by a particular majority or lost; and
 - 12.12.2.2 an entry to that effect in the minutes of the meetings of the Association,

is conclusive evidence of the fact.
- 12.12.3 Neither the Chair nor the minutes need state, and it is not necessary to prove, the number or proportion of the votes recorded for or against the resolution.

- 12.13** Poll
- 12.13.1 If a poll is demanded, it must be taken in the manner and at the date and time directed by the Chair, and the result of the poll is the resolution of the meeting at which the poll was demanded.
- 12.13.2 A poll demanded on a question of adjournment must be taken immediately.
- 12.13.3 A demand for a poll may be withdrawn.
- 12.13.4 A demand for a poll does not prevent the General Meeting continuing for the transaction of any business other than the question on which the poll was demanded.
- 12.14** Objection to voting qualification
- 12.14.1 An objection to the right of a person to attend or vote at a General Meeting (including an adjourned meeting):
- 12.14.1.1 may not be raised except at that meeting; and
- 12.14.1.2 must be referred to the Chair, whose decision is final.
- 12.14.2 A vote not disallowed under the objection is valid for all purposes.
- 12.15** Chair to determine any poll dispute
- If there is a dispute about the admission or rejection of a vote, the Chair must decide it and the Chair's decision is final.
- 12.16** Votes of Members
- 12.16.1 At a General Meeting, whether on a show of hands, on the voices of those present or on a poll, each Full Member present and entitled to vote will receive one vote.
- 12.16.2 Only a Full Member, or a Full Member's Representative or proxy, is entitled to vote at General Meetings.
- 12.17** Election of Directors
- 12.17.1 Subject to clause 12.17.3, elections for Elected Directors shall be determined by a vote at the relevant General Meeting.
- 12.17.2 Only those nominees nominated in accordance with clause 13.5 or appointed by the Board to fill a casual vacancy shall be eligible for election.
- 12.17.3 Where the number of nominees for election as Directors is:
- 12.17.3.1 less than the total number of vacancies, a separate resolution for the election of each nominee will be proposed, with a nominee being taken to be elected if the resolution is passed in accordance with clauses 12.10 to 12.13; or
- 12.17.3.2 greater than the number of vacancies, a ballot will be held for the election of the nominees, with each voting Member being entitled to vote for a number of nominees equal to the number of vacancies.
- 12.17.4 If a ballot used for the purpose of clause 12.17.3.2 results in two or more nominees with the same number of votes, the Chair (or an interim Chair if the Chair is one of the nominees) will have a deciding vote.
- 12.18** Resolutions not in General Meeting
- 12.18.1 If all Members entitled to vote sign a document containing a statement that they are in favour of a resolution in terms set out in the document, a resolution in those terms is deemed to have been passed at a General Meeting of the Association held at the time on which the document was signed by the last Member entitled to vote.

- 12.18.2 For the purposes of clause 12.18.1, 2 or more separate documents containing statements in identical terms each of which is signed by 1 or more Members entitled to vote are deemed together to constitute one document containing a statement in those terms signed by those Members on the respective days on which they signed the separate documents.
- 12.18.3 A facsimile transmission or other form of visible or other electronic communication purported to be signed by a Member for the purpose of this clause is deemed to be a document in writing signed by that Member.

13. Board of Directors

13.1 Board to manage the Association

- 13.1.1 The Association is to be managed by the Board.
- 13.1.2 The Board is to manage the Association's business and may exercise all of the Association's powers, except those required to be exercised by the Association in a General Meeting under the Act or this Constitution.

13.2 Specific powers of the Board

Without limiting clause 13.1.2, the Board may exercise all the Association's powers to borrow or raise money, to charge any property or business or give any other security for a debt, liability or obligation of the Association or of any other person.

13.3 Composition of the Board

- 13.3.1 Subject to clause 13.3.3, there must be not less than five Directors and not more than nine Directors.
- 13.3.2 Subject to clause 13.3.3, not less than three and not more than seven Directors are to be elected by the Members (Elected Directors).
- 13.3.3 For the purpose of clauses 13.3.1 and 13.3.2, if:
- 13.3.3.1 there are fewer than five Directors at any time, there will not be a breach of clause 13.3.1 if the Board has used reasonable endeavours to appoint, or have elected, additional Directors who are appropriately skilled and qualified; or
 - 13.3.3.2 there are greater than nine Directors in total or greater than seven Elected Directors: (i) there will not be a breach of clauses 13.3.1 and 13.3.2 and no Director will be required to resign or be removed for the purpose of those clauses; and (ii) the Directors must discuss in good faith whether and when any of them should resign in order to achieve the targets described in clauses 13.3.1 and 13.3.2.
- 13.3.4 Not more than two Directors may be appointed under clause 13.10 (Appointed Directors).
- 13.3.5 Subject to clause 16.1.2, the Board may appoint one of the Directors to be CEO.
- 13.3.6 If, following the adoption of this Constitution, there are more than nine Directors, the Directors will discuss in good faith whether any of them should resign as Director in order that there is a maximum of nine Directors, provided that no Director will be required to resign as a result of this clause.

13.4 Disqualification

- 13.4.1 A person must not hold office as a Director if they have been disqualified.
- 13.4.2 A person has been disqualified if that person:

- 13.4.2.1 accepts a position (whether paid or unpaid) and the Board believes that the person's holding of that position either gives rise to a material personal interest which cannot be reasonably managed or conflicts with any objects or values of the Association;
- 13.4.2.2 is convicted of an offence in relation to the Association; or
- 13.4.2.3 is convicted of a criminal offence.

13.4.3 A Director who has been disqualified must notify the other Directors of that fact immediately and is deemed to have vacated office as Director.

13.5 Nomination for election

- 13.5.1 At least 45 days prior to the proposed date of the AGM at which a resolution or resolutions will be proposed to fill a vacancy in the position of an Elected Director, the CEO may request from Members nominations for elections to positions falling vacant, which must be received no less than 28 days prior to the AGM.
- 13.5.2 Any Member or Director may nominate, in respect of each vacancy in the position of an Elected Director which is to be the subject of an election at the next AGM, one person for each position.
- 13.5.3 A nomination must:
 - 13.5.3.1 be in the form required by the Board;
 - 13.5.3.2 be endorsed by a Director that is not the nominator; and
 - 13.5.3.3 be signed by the nominator, endorser and nominee.

13.6 Term of office of Directors

- 13.6.1 Subject to clause 13.6.3, an Elected Director will hold office for a term of 3 years from the date of the AGM or other General Meeting at which they are appointed or at which their appointment to fill a casual vacancy is confirmed.
- 13.6.2 An Elected Director must not serve more than 3 consecutive terms as a Director.
- 13.6.3 Clauses 13.6.1 and 13.6.2 do not apply to the CEO where the CEO is a Director.

13.7 Office held until end of meeting

A retiring Elected Director holds office until the end of the meeting at which that Elected Director retires but, subject to clause 13.6.2, is eligible for re-election.

13.8 Elected Director elected at General Meeting

- 13.8.1 At a General Meeting:
 - 13.8.1.1 at which an Elected Director retires; or
 - 13.8.1.2 at the commencement of which there is a vacancy in the office of an Elected Director,
 there will be a vote of the Members conducted in accordance with clause 12.17 to fill the vacancy by electing someone to that office.
- 13.8.2 An Elected Director elected under this clause 13.8 takes office at the end of the meeting at which they are elected.

13.9 Casual vacancy

- 13.9.1 The Board may at any time appoint a person to be a Director to fill a casual vacancy.
- 13.9.2 A casual vacancy may be filled:

13.9.2.1 in the case of an Elected Director, by the Board as a casual vacancy; and

13.9.2.2 in the case of an Appointed Director, by the Board in accordance with clause 13.10.

13.9.3 An Elected Director appointed under this clause 13.9 must have their position as Elected Director confirmed by resolution at the next AGM and will cease to be an Elected Director if their appointment is not confirmed.

13.10 Appointed Directors

13.10.1 In addition to the Elected Directors, the Board may itself appoint up to 2 Appointed Directors, to be appointed because of their special business acumen and/or technical skills.

13.10.2 An Appointed Director appointed under this clause holds office for a period of 3 years.

13.11 Remuneration of Directors

Subject to clause 13.12, a Director may not be paid for services as a Director but, with the approval of the Board and subject to the Act, may be:

13.11.1 employed by the Association and paid as an employee;

13.11.2 paid by the Association for services rendered to it; and

13.11.3 subject to compliance with any relevant Policies, reimbursed by the Association for their reasonable travelling, accommodation and other expenses when:

13.11.3.1 travelling to and from Board meetings, Committee meetings or the Association's place of business; or

13.11.3.2 otherwise engaged in the affairs of the Association.

13.12 Honorarium

Subject to clause 4.2, the Association may in a General Meeting by ordinary resolution determine to pay a Director an ex-gratia payment.

13.13 Removal of Director

13.13.1 Subject to the provisions of the Act, the Association may in a General Meeting by ordinary resolution remove any Director prior to the expiration of that Director's term of office.

13.13.2 Unless otherwise resolved at a General Meeting, a Director removed in accordance with clause 13.13.1 cannot be re-appointed as a Director within 3 years of their removal.

13.14 Vacation of office

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

13.14.1 is removed in accordance with clause 13.13;

13.14.2 dies or becomes of unsound mind or a person whose person or estate is liable to be dealt with in any way under a law relating to mental health;

13.14.3 resigns office by notice in writing to the Association;

13.14.4 is disqualified pursuant to clause 13.4; or

13.14.5 is not present at three consecutive Board meetings without leave of absence from the Board or the Chair.

13.15 Time

Subject to the Act, where this Constitution requires that something be done by a particular time, or within a particular period, or that an event is to occur or a circumstance is to change on or by a particular date, the Board may in their discretion extend that time, period or date as it thinks fit.

13.16 Appointment of attorney

The Board may appoint any suitably qualified person to be the Association's attorney for the purposes, with the powers, authorities and discretions, for the period and subject to the conditions it thinks fit.

13.17 Provisions in power of attorney

A power of attorney granted under clause 13.16 may contain any provisions for the protection and convenience of persons dealing with the attorney that the Board thinks fit and may also authorise the attorney to delegate (including by way of appointment of a substitute attorney) all or any of the powers, authorities and discretions of the attorney.

14. Proceedings of the Board

14.1 Board meetings

14.1.1 Subject to clause 14.1.2, the Board may meet together for conducting business, adjourn and otherwise regulate Board meetings as it thinks fit.

14.1.2 The Board must meet at least six times in each calendar year.

14.2 Questions decided by majority

Unless otherwise specified in this Constitution, a question arising at a Board meeting is to be decided by a simple majority of votes cast by the Directors present and entitled to vote.

14.3 Chair's casting vote

The Chair of the meeting will not have a casting vote.

14.4 Quorum

At all Board meetings, five Directors constitutes a quorum unless there are less than five Directors in total in which case all Directors must be present to constitute a quorum.

14.5 Effect of vacancy

14.5.1 The continuing Directors may act despite a vacancy in their number.

14.5.2 However, if the number of Directors is reduced below the number required for a quorum, the remaining Directors may act only for emergencies, for the purpose of filling the vacancies to the extent necessary to bring their number up to that required for a quorum or to convene a General Meeting.

14.6 Convening meetings

14.6.1 Any Director may convene a Board meeting.

14.6.2 The Association Secretary or CEO must convene a Board meeting on the request of a Director.

14.7 Election of Chair

14.7.1 The Board may elect one of their number to the office of Chair of the Board for such period as may be specified by a majority vote, provided that the period does not extend beyond the end of the person's current term as a Director.

- 14.7.2 The Director elected to the office of Chair under clause 14.7.1 will, subject to this clause 14.7, remain Chair for the specified period and shall chair any Board meeting held during that period.
- 14.7.3 A Director elected to the office of Chair under clause 14.7.1 may be removed before the end of the specified period if at least two thirds of the Directors vote in favour of the removal.
- 14.7.4 Despite clause 14.7.2, if:
 - 14.7.4.1 there is no person elected as Chair;
 - 14.7.4.2 the Chair is not present within 15 minutes after the time appointed for the holding of the meeting; or
 - 14.7.4.3 the Chair is unwilling to act,the Directors present may elect one of their number to preside as Chair of the meeting.

14.8 Circulating resolutions

- 14.8.1 The Board may pass a resolution without a Board meeting being held if all of the Directors who are entitled to vote on the resolution sign a document containing a statement that they are in favour of the resolution set out in the document.
- 14.8.2 Separate copies of the document may be used for signing by the Directors if the wording of the resolution and statement is identical in each copy.
- 14.8.3 The resolution is passed when the last Director signs.

14.9 Validity of acts of Board

Everything done at a Board meeting or a Committee meeting, or by a person acting as a Director, is valid even if it is discovered later that there was some defect in the appointment, election or qualification of any of them or that any of them was disqualified or had vacated office provided that this clause shall not apply in the event of willful misconduct or fraud.

14.10 Conflicts

- 14.10.1 Where a Director has a material personal interest in any matter being considered by the Board, that Director must disclose to the Board that interest (including the nature and extent of that interest).
- 14.10.2 Unless otherwise determined by the Board in accordance with the Act, that Director must not be present while the matter is being considered and shall not be entitled to vote in respect of such matter.
- 14.10.3 A register of declared interests shall be maintained.

14.11 Minutes

- 14.11.1 The Board must ensure that minutes are to be made and kept of every Board meeting.
- 14.11.2 The minutes must record the following:
 - 14.11.2.1 the names of the people in attendance;
 - 14.11.2.2 the business considered at the meeting;
 - 14.11.2.3 any resolution on which a vote is taken and the result of the vote; and
 - 14.11.2.4 any material personal interest disclosed under clause 14.10.

15. Telecommunication Meetings of the Association

15.1 Telecommunication Meeting

- 15.1.1 A General Meeting or a Board Meeting may be held by means of a Telecommunication Meeting, provided that:
- 15.1.1.1 the number of Members or Directors (as applicable) participating is not less than a quorum required for a General Meeting or Board Meeting (as applicable); and
 - 15.1.1.2 the meeting is convened and held in accordance with the Act.
- 15.1.2 All provisions of this Constitution relating to a General Meeting apply to a General Meeting by means of a Telecommunication Meeting in so far as they are not inconsistent with the provisions of this clause 15.
- 15.1.3 All provisions of this Constitution relating to a Board Meeting apply to a Board Meeting by means of a Telecommunication Meeting in so far as they are not inconsistent with the provisions of this clause 15.

15.2 Conduct of Telecommunication Meeting

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

- 15.2.1 all persons participating in the meeting must be linked by telephone, audio-visual or other instantaneous means for the purpose of the meeting;
- 15.2.2 each of the persons taking part in the meeting must be able to communicate with each of the other persons taking part at the commencement of the meeting and each person so taking part is deemed for the purposes of this Constitution to be present at the meeting;
- 15.2.3 at the commencement of the meeting each person must announce his or her presence to all other persons taking part in the meeting;
- 15.2.4 a person may not leave a Telecommunication Meeting by disconnecting his or her telephone, audio-visual or other communication equipment unless that person has previously notified the chair of the meeting of their intention to leave the meeting;
- 15.2.5 a person may conclusively be presumed to have been present and to have formed part of a quorum at all times during a Telecommunication Meeting unless that person has previously notified the chair of the meeting of leaving the meeting; and
- 15.2.6 a minute of proceedings of a Telecommunication Meeting is sufficient evidence of the proceedings and of the observance of all necessary formalities if the minute is certified to be a correct minute by the chair of the meeting.

16. Chief Executive Officer

16.1 Appointment of CEO

- 16.1.1 The Board must appoint a CEO.
- 16.1.2 For the avoidance of doubt, the CEO may be a Director or Member but is not required to be a Director or Member.

16.2 Powers, duties and authorities of CEO

- 16.2.1 The CEO holds office on the terms and conditions (including as to remuneration) and with the powers, duties and authorities, determined by the Board.

16.2.2 The exercise of those powers and authorities, and the performance of those duties, by the CEO is subject at all times to the control of the Board.

16.2.3 The CEO's role will be to implement the strategies, plans and policies approved by the Board and will be responsible for the management and direction of the Association and its finances.

16.3 Suspension and removal of CEO

Subject to the terms and conditions of the appointment, the Board may suspend or remove the CEO from that office.

16.4 CEO to attend meetings

The CEO is entitled, subject to a determination otherwise by the Board, to attend any General Meeting, Board meeting or Committee meeting, and may speak on any matter but does not have a vote, unless otherwise entitled to vote in his or her capacity as a Director or Member.

17. Association Secretary

17.1 Appointment of Association Secretary

There must be at least 1 Association Secretary who is to be appointed by the Board.

17.2 Suspension and removal of Association Secretary

The Board may suspend or remove an Association Secretary from that office.

17.3 Powers, duties and authorities of Association Secretary

An Association Secretary holds office on the terms and conditions (including as to remuneration) and with the powers, duties and authorities, determined by the Board.

18. Committees

18.1 Committees

The Board may delegate any of its powers to Committees consisting of those persons it thinks fit (including Directors, individuals and consultants), and may vary or revoke any delegation.

18.2 Powers delegated to Committees

18.2.1 A Committee must exercise the powers delegated to it according to the terms of the delegation and any directions of the Board.

18.2.2 Powers delegated to and exercised by a Committee are taken to have been exercised by the Board.

18.3 Committee meetings

Unless otherwise delegated in a specified manner, Committee meetings are governed by the provisions of this Constitution dealing with Board meetings, as far as they are capable of application.

19. Policies

19.1 Making and amending Policies

The Board may from time to time adopt Policies which in the Board's opinion are necessary or desirable for the control, administration and management of the Association's affairs and may amend, repeal and replace those Policies.

19.2 Effect of Policy

A Policy:

19.2.1 is subject to this Constitution; and

19.2.2 must be consistent with this Constitution.

20. Inspection of Records

20.1 Right of Members to Inspect Records

20.1.1 A Member has the right to inspect and obtain a copy of any document of the Association where it is required by law. This includes this Constitution, any minutes of General Meetings and any financial statements submitted at General Meetings, but does not include any minutes of Board meetings.

20.1.2 Subject to the Act, a Member has the right to inspect the register of members, but does not have the right to obtain a copy of the register of members.

21. Accounts

21.1 Accounting Records

The Board will cause proper accounting and other records to be kept at the registered office of the Association and will distribute copies of financial statements in accordance with the Act.

21.2 Auditor

If required by any law, a properly qualified auditor or auditors shall be appointed by the Board and the remuneration of such auditor or auditors fixed and duties regulated in accordance with the Act.

22. Service of Documents

22.1 Document includes notice

In this clause 22, a document includes a notice.

22.2 Methods of service on a Member

The Association may give a document to a Member:

22.2.1 personally;

22.2.2 by sending it by post to the address for the Member in the register of members or an alternative address (if any) nominated by the Member; or

22.2.3 by sending it to a fax number or electronic address (if any) nominated by the Member.

22.3 Methods of service on the Association

A Member may give a document to the Association:

22.3.1 by delivering it to the registered address of the Association;

22.3.2 by sending it by post to the registered address of the Association; or

22.3.3 by sending it to a fax number or electronic address nominated by the Association.

22.4 Post

A document sent by post:

22.4.1 if sent to an address in Australia, may be sent by ordinary post; and

22.4.2 if sent to an address outside Australia, or sent from an address outside Australia, must be sent by airmail,

and in either case is taken to have been received on the second business day after the date of its posting.

22.5 Fax or electronic transmission

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

22.5.1 to be effected by properly addressing and transmitting the fax or electronic transmission; and

22.5.2 to have been delivered on the business day following its transmission.

23. Indemnity and Insurance

23.1 Indemnity of officers

Every person who is or has been a Director, Association Secretary or CEO is entitled to be indemnified out of the property of the Association against:

23.1.1 every liability incurred by the person in that capacity (except a liability for legal costs); and

23.1.2 all legal costs incurred in defending or resisting (or otherwise in connection with) proceedings, whether civil or criminal or of an administrative or investigatory nature, in which the person becomes involved because of that capacity,

unless:

23.1.3 the Association is forbidden by statute to indemnify the person against the liability or legal costs; or

23.1.4 an indemnity by the Association of the person against the liability or legal costs would, if given, be made void by statute.

23.2 Insurance

The Association may pay or agree to pay, whether directly or through an interposed entity, a premium for a contract insuring a person who is or has been a Director, Association Secretary or CEO against liability incurred by the person in that capacity, including a liability for legal costs, unless:

23.2.1 the Association is forbidden by statute to pay or agree to pay the premium; or

23.2.2 the contract would, if the Association paid the premium, be made void by statute.

24. Winding Up

24.1.1 If the Association is wound up or its endorsement as a deductible gift recipient is revoked (whichever occurs first), any surplus of the following assets shall, subject to the Act and the Income Tax Assessment Act 1997 (Cth), be given or transferred to another body or bodies to which income tax deductible gifts can be made and which has objects similar to those of the Association:

- 24.1.1.1 gifts of money or property for the principal purpose of the Association;
- 24.1.1.2 contributions made in relation to an eligible fundraising event held for the principal purpose of the Association;
- 24.1.1.3 money received by the Association because of such gifts and contributions,

with all other assets to be given or transferred to a body or bodies having objects similar to those of the Association and whose constitution or rules prohibit (or each of whose constitution or rules prohibit) the distribution of its or their income and property among its or their Members to an extent at least as great as is imposed under this Constitution.

- 24.1.2 For the purposes of clause 24.1.1, the relevant body is, or those bodies are, to be determined by the Full Members at or before the time of dissolution or, failing that determination, by a judge who has or acquires jurisdiction in the matter.

25. Altering the Constitution

This Constitution may only be altered:

- 25.1.1 by Special Resolution at a General Meeting of the Association; and
- 25.1.2 in accordance with the Act.

Schedule A

Disciplinary Action

1. **Disciplinary Committee**
 - (a) If the Board is satisfied that there are sufficient grounds for taking disciplinary action against a Member, the Board will appoint a disciplinary committee to hear the matter and determine what action, if any, to take against the Member.
 - (b) The disciplinary committee will consist of the CEO and two Directors that are not the CEO.
 - (c) The members of the disciplinary committee must not have a personal interest in the matter concerned. If a personal interest exists an alternative Director will be appointed to the disciplinary committee.
 - (d) For the avoidance of doubt, a disciplinary committee established under this paragraph 1 is not a committee for the purposes of clause 18.

2. **Notice to Member**
 - (a) Before disciplinary action is taken against a Member, the Board must give written notice to the Member:
 - (i) stating that the Association proposes to take disciplinary action against the Member;
 - (ii) stating the grounds for the proposed disciplinary action;
 - (iii) specifying the date, time and place of the meeting at which the disciplinary committee intends to consider the disciplinary action (**Disciplinary Meeting**);
 - (iv) advising the Member that the Member (or, in an appropriate case, the Member's representative appointed under paragraph 6) may attend the Disciplinary Meeting and address the disciplinary committee at that meeting;
 - (v) advising the Member that the Member may give a written statement to the disciplinary committee at any time before the Disciplinary Meeting; and
 - (vi) setting out the Member's appeal rights under paragraph 5.
 - (b) The notice must be given at least 14 days before the Disciplinary Meeting is held.

3. **Decision of Committee**
 - (a) At the Disciplinary Meeting, the disciplinary committee must:
 - (i) give the Member an opportunity to be heard; and
 - (ii) consider any written statement submitted by the Member.

- (b) After complying with paragraph 3(a), the disciplinary committee may:
 - (i) take no further action against the Member;
 - (ii) reprimand the Member;
 - (iii) suspend the membership rights of the Member for a specified period; or
 - (iv) expel the Member from the Association.
- (c) The disciplinary committee must not fine the Member.
- (d) The suspension of membership rights or the expulsion of a Member by the disciplinary committee under paragraph 3(b) takes effect immediately after the vote is passed.

4. **Appeal Rights**

- (a) A person whose membership rights have been suspended or who has been expelled from the Association under paragraph 3(b) may give notice to the effect that the person wishes to appeal against the suspension or expulsion.
- (b) The notice must be in writing and given:
 - (i) to the disciplinary committee immediately after the vote to suspend or expel the person is taken; or
 - (ii) to the Association Secretary not later than 3 business days after the vote.
- (c) If a person has given notice under paragraph 4(b), a disciplinary appeal meeting must be convened by the Board as soon as practicable, but in any event not later than 21 days, after the notice is received.
- (d) Notice of the disciplinary appeal meeting must be given to each Director as soon as practicable and must:
 - (i) specify the date, time and place of the meeting;
 - (ii) state the name of the person against whom the disciplinary action has been taken;
 - (iii) state the grounds for taking that action; and
 - (iv) state that at the disciplinary appeal meeting the Directors present must vote on whether the decision to suspend or expel the person should be upheld or revoked.

5. **Conduct of Disciplinary Appeal Meeting**

- (a) At the disciplinary appeal meeting:
 - (i) no business other than the question of the appeal may be conducted;

- (ii) a representative of the disciplinary committee must state the grounds for suspending or expelling the Member and the reasons for taking that action; and
 - (iii) the person whose membership has been suspended or who has been expelled must be given an opportunity to be heard.
- (b) After complying with paragraph 5(a), the Directors present must vote by secret ballot on the question of whether the decision to suspend or expel the person should be upheld or revoked.
 - (c) A Director may not vote by proxy at the meeting.
 - (d) The decision is upheld if not less than three quarters of the Directors voting at the meeting vote in favour of the decision to suspend or expel the person.
 - (e) For the avoidance of doubt, a disciplinary appeal meeting is not a Board meeting.

6. **Disciplinary Action Representative**

A Member subject to disciplinary action under this schedule that is a Full Member (other than a Director) or an Associate Member must nominate one natural person to represent that Member in any Disciplinary Meeting or disciplinary appeal meeting.

Schedule B

Grievance Procedure

1. **Application**

- (a) A Member must not initiate a grievance procedure in relation to a matter that is the subject of a disciplinary procedure until the disciplinary procedure has been completed.
- (b) A party to a dispute under this schedule that is a Member may appoint up to one person to act on the Member's behalf in any grievance procedure.

2. **Parties Must Attempt to Resolve the Dispute**

The parties to a dispute must attempt to resolve the dispute between themselves within 14 days of the dispute coming to the attention of each party.

3. **Appointment of Mediator**

- (a) If the parties to a dispute are unable to resolve the dispute between themselves within the time required by paragraph 2, the parties must as soon as practicable:
 - (i) notify the Board of the dispute;
 - (ii) agree to or request the appointment of a mediator; and
 - (iii) attempt in good faith to settle the dispute by mediation.
- (b) The mediator must be:
 - (i) a person chosen by agreement between the parties; or
 - (ii) in the absence of agreement – if the dispute is between a Member and another Member, a person appointed by the Board; or if the dispute is between a Member and the Board or Association, a person appointed or employed by the Dispute Settlement Centre of Victoria or its successor.
- (c) A mediator appointed by the Board may be a Member or former Member of the Association but in any case must not be a person who has a personal interest in the dispute.

4. **Mediation Process**

- (a) The mediator to the dispute, in conducting the mediation, must:
 - (i) give each party every opportunity to be heard;
 - (ii) allow due consideration by all parties of any written statement submitted by any party; and
 - (iii) ensure that natural justice is accorded to the parties throughout the mediation process.

(b) The mediator must not determine the dispute.

5. **Failure to Resolve Dispute by Mediation**

If the mediation process does not resolve the dispute, the parties may seek to resolve the dispute in accordance with the Act or otherwise at law.