

**MEMORANDUM OF ASSOCIATION
OF THE
AUSTRALIAN SUBCONTRACTORS ASSOCIATION, INCORPORATED**

- 1 The name of the body is the Australian Subcontractors Association, Incorporated.
- 2 The objects of the Association are:-
- (a) Generally to promote the interests of Subcontractors throughout the State of South Australia and the Commonwealth of Australia, and further the standards, goodwill, ethics, efficiency and the reputation of Subcontractors, and the development of Subcontracting as an efficient, productive and valuable form of business.
 - (b) To promote and support Members' businesses by providing advice, information, advocacy, technical guidance, training, mentoring, networking and any other form of support (except for financial support).
 - (c) To lobby on Members' behalf about matters affecting or incidental to Members or Subcontracting.
 - (d) To promote fair, reasonable and harmonious business relationships in South Australia and the Commonwealth of Australia.
 - (e) To safeguard the interests of Members and to protect Members from injustice or oppression.
 - (f) To engage in, support and promote the training of persons who conduct Subcontracting businesses, or persons to work in or provide supporting services to Subcontractors.
 - (g) To promote such other businesses, industries, agencies and events as the Association may deem expedient.
 - (h) In furtherance of the Association, or for the purposes of, or for purposes conveniently used in connection with, any of the objects of the Association, to:
 - i. Buy, sell and deal in all kinds of goods and services required by Members;
 - ii. Purchase, lease, hire and otherwise acquire property or property rights, real and personal;
 - iii. Appoint, employ, remove or suspend such managers, employees and contractors as may be necessary or convenient;
 - iv. Construct, improve, maintain, develop, work, manage, carry out, alter or control any, buildings, grounds, works, or conveniences, and to contribute to, subsidise or otherwise assist and take part in same;
 - v. Enter into arrangements with any Government or authority, supreme, municipal, local or otherwise (Agency); and to obtain from any such Agency any rights, privileges and concessions; and to carry out, exercise and comply with any such arrangements, rights, privileges and concessions;
 - vi. Invest and deal with the money of the Association not immediately required in such manner as may be permitted by law for the investment of the Association's funds;
 - vii. Borrow or raise or secure the payment of money and to secure the same or the repayment of performance of any debt liability contract guarantee or other engagement incurred or to be entered into by the Association in any way and in particular by the issue of debentures perpetual or otherwise charged upon all or any of the Association's property (both present and future), and to purchase, redeem or pay off any such securities;
 - viii. Make, draw, accept, endorse, discount, execute and issue promissory notes, bills or exchange, bills of lading and other negotiable or transferable instruments;

- ix. Sell, improve, manage, develop, exchange, lease, dispose of, turn to account or otherwise deal with all or any part of the property and rights of the Association;
- x. Take or hold mortgages, liens and charges to secure payment of the purchase price or any unpaid balance of the purchase price, or any part of the Association's property of whatsoever kind sold by the Association, or any money due to the Association from purchases and others;
- xi. Take any gift of property whether subject to any special trust or not;
- xii. Take such steps by personal or written appeals, public meetings or otherwise, as may from time to time be deemed expedient for the purpose of procuring contributions to the funds of the Association, in the shape of donations, annual subscriptions or otherwise;
- xiii. Print and publish any newspapers, periodicals, books, leaflets or other information (including by electronic means);
- xiv. Subscribe, to become a member of and co-operate with any other Association or organisation, whether incorporated or not, whose objects are altogether or in part similar to those of the Association provided that the Association shall not subscribe to or support with its funds, any Association or organisation which does not prohibit the distribution of its income and property among its members;
- xv. Amalgamate with any companies, institutions, societies or Associations having objects altogether or in part similar to those of the Association and which shall prohibit the distribution of its or their income and property among its or their members to an extent at least as great as that imposed upon the Association under or by virtue of Clause 3 of this Memorandum;
- xvi. Purchase or otherwise acquire and undertake all or any part of the property, assets, liabilities and engagements of any one or more of the companies, institutions, societies or Associations with which the Association is authorised to amalgamate;
- xvii. Transfer all or any part of the property, assets, liabilities and engagements of the Association to any one or more of the Companies, institutions, societies or Associations with which the Association is authorised to amalgamate;
- xviii. Make donations for patriotic or charitable purposes;
- xix. Do all such other things as are incidental or conducive to the attainment of the objects and the exercise of the powers of the Association.

- 3 The income and property of the Association howsoever derived, shall be applied solely towards the promotion of the objects of the Association; and no portion shall be paid or transferred, directly or indirectly, by way of dividend, bonus or otherwise by way of profit, to Members.

Provided that nothing in this Memorandum shall prevent the payment, in good faith, of reasonable and proper remuneration to any officer or servant of the Association, or to any Member, in return for any services actually rendered to the Association, nor prevent the payment of interest at a rate not exceeding interest at the rate for the time being charged by bankers in South Australia for overdrawn accounts on money lent or reasonable and proper rent for premises demised or let by any Member to the Association. Any payment to any company of which a member of the Committee may be a member and in which such Member shall not hold more than one-hundredth part of the capital, such Member shall not be bound to account for any share of profits he may receive in respect of such payment.

Ordinary Members and Committee Members may not be employees. A Committee member is not entitled to a salary, wage or fee solely because he is a member of the Committee.

- 4 The liability of the Members is limited.

- 5 Every Member undertakes to contribute to the property of the Association in the event of the same being wound up while he is a Member, or within one (1) year after he ceases to be a Member, for payment of the debts and liabilities of the Association contracted before he ceases to be a Member, and of the costs, charges and expenses of winding up and for the adjustment of the rights of the contributories among themselves, such amount as may be required not exceeding One Dollar

(\$1:00)

- 6 If upon the winding up or dissolution of the Association there remains after satisfaction of all its debts and liabilities any property whatsoever the same shall not be paid to or distributed among the Members but shall be given or transferred to some other institution or institutions having objects similar to the objects of the Association and which shall 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 on the Association under or by virtue of Clause 3 hereof such institution or institutions to be determined by the members of the Association at or before the time of dissolution and if and so far as effect cannot be given to the aforesaid provision then to some charitable objects.
- 7 True accounts shall be kept of the sums of money received and expended by the Association and the matter in respect of which such receipt and expenditure takes place and of the property, credits and liabilities of the Association shall be determined by the Committee. Where required by Law, the accounts of the Association shall be examined by a properly qualified Auditor or Auditors who shall report to Members in accordance with the provision of the Association's Act.

ARTICLES OF ASSOCIATION

OF THE

AUSTRALIAN SUBCONTRACTORS ASSOCIATION, INCORPORATED

INTERPRETATION

1. In these Memorandum and Articles of Association:
 - “Articles” means these Articles of Association and all supplementary substituted or amending Articles for the time being in force.
 - “Association” means the Australia Subcontractors Association, Incorporated.
 - “Committee” means the elected Committee.
 - “Executive” means the Executive of the Association.
 - “Member” means a member of the Association. “Full Member” means a Member who is a Subcontractor.
 - “Month” means calendar month.
 - “Secretary” means any person appointed to perform the duties of a Secretary of the Association and includes the Honorary Secretary.
 - “Subcontractor” refers to a business that is wholly or predominately engaged in the business of supplying goods and/or services to other businesses. “Subcontracting” has a corresponding meaning.
 - “State” means the State of South Australia.

Expressions referring to writing shall, unless the contrary intention appears, be construed as including references to printing, photography and other modes of representing or reproducing words in a visible form, including by electronic media.
2. The Association is established for the purposes set out in the Memorandum of Association.
3. The Association shall not employ its funds in the provision of loans to members or other forms of financial assistance.

MEMBERSHIP

4. Membership of the Association shall consist of an unlimited number of Members who meet the eligibility criteria set by the Committee from time to time and any additional requirements published by the Committee.
5. Full Membership is only available to Subcontractors.
6. In addition the Committee may offer:
 - a. Associate Membership to persons or corporations who, while not eligible for Full Membership, are carrying on a business within, or outside of, Australia suitable for affiliation with the Association.
 - b. Life Membership to a natural person who is a Member or representative of a Member and who has made a long and outstanding contribution to the Association or to Subcontracting generally.
7. Associate Members and Life Members do not have voting rights and are not eligible to stand for election or to appoint a representative for election to any office within the Association (except in the case of a Life Member who is also eligible to be a Full Member or who is a representative of a corporate Full Member). The Committee may also prescribe other provision of these Articles that will either not apply to, or be varied in relation to, Associate Members.
8. The Committee may establish categories or subcategories of Members based on the size or type of business or any other objectively determined criteria.
9. Every applicant for membership must:
 - a. be nominated by two (2) Full Members who are financial members, and
 - b. be made in writing, be in the form, and include the required signatures and declarations that the Committee from time to time prescribes, and
 - c. be accompanied by the application fee and the required annual subscription fee, and
 - d. contain an undertaking that if admitted the applicant agrees to be bound by the Memorandum and Articles of Association, the Code of Ethics of the Association and any Rules from time to time published by the Committee.
10. The Committee is authorised to inquire into any matter relating or incidental to an applicant as it deems appropriate and may, in its absolute discretion, do any or all of the following:
 - a. refer the matter to some or all other Members to provide them with a period of time not exceeding 21 days to lodge an objection to the application,
 - b. require the applicant to furnish such further information as the Committee may require, or
 - c. require the applicant to attend an interview.
11. After completing such inquiries as it deems appropriate, the Committee may, in its absolute discretion, determine whether to admit or reject the applicant and must notify the applicant accordingly. The Committee is not obliged to give any reasons for rejecting any application.
12. When an applicant has been accepted for membership the Committee shall send the applicant confirmation of acceptance of membership, a copy of the Code of Ethics and any Rules published by the Committee and any other documents the Committee considers appropriate.
13. A Member having any change of directors, change of name or trading name, or any change in legal structure or beneficial ownership of shares so that there is a change in the controlling interest of the Member, must notify the Association of the change in writing within one (1) month, and the Committee may at its absolute discretion require such Member to lodge a new membership application and to meet the membership criteria then applicable, or take such other action as it sees fit.
14. The Committee shall from time to time determine:

- a. The application fee and/or annual subscription fee for each Member, and
 - b. The time(s) subscription fees become due and payable.
15. An applicant is permitted to use the Association's Logo from that the time the applicant receives confirmation of acceptance subject to such terms as the Committee may impose including by way of Rules. When a Member resigns, the Member must immediately cease using the Association's Logo and must cease to represent, and not by any act or omission represent, that he is a Member.

CESSATION OF MEMBERSHIP

16. Members may resign their membership by giving notice in writing to the Committee.
17. Membership shall cease automatically:
- a. For a sole trader on death or if the Member is declared bankrupt or his estate is brought under any laws relating to mental health,
 - b. For a partnership, upon dissolution of the partnership or if a Receiver of a partnership assets is appointed, and
 - c. For a company or other business entity upon the appointment of an administrator or liquidator or provisional liquidator, or if a receiver or receiver and manager of its assets is appointed or if it enters into any scheme or arrangement or composition with its creditors or is placed under official management or other form of insolvency administration.
18. Membership may also be terminated or suspended by the Committee:
- a. If any Member fails to pay the annual subscription or any other monies due within one (1) month after it becomes due, and upon having been given notice in writing by the Secretary to pay the same, it remains unpaid for seven (7) days after that notice; or
 - b. Pursuant to disciplinary action by the Committee under Article 46; or
 - c. If in the opinion of the Committee the Member has ceased to carry on business of a nature making him eligible for membership or has otherwise ceased to comply with the criteria for membership set forth in Rules published by the Committee or has contravened Article 13; or
 - d. If the Member commences legal action against the Association.
19. Any resignation or other termination or suspension of membership shall not relieve a Member from his liability to pay any money due by him to the Association. On the termination or suspension of membership for any reason neither the Member, nor the representative of such Member, shall have any interest in the Association or its property, nor shall such Member or representative have or be entitled to claim any rights or privileges of membership of the Association.

GENERAL MEETINGS

20. An Annual General Meeting shall be held prior to the 31st May of each year at the place the Committee determines. All meetings other than the Annual General Meetings, shall be called General Meetings.
21. The Committee, or twenty-five per cent of Full Members, may at any time convene a General Meeting and General Meetings shall be convened on such requisition or, in default, may be convened by such requisitions as provided by Law.
22. Subject to the provisions of the Law relating to special resolutions and agreements for shorter notice, at least seven (7) days' notice (exclusive of the day on which the notice is served or deemed to be served, but inclusive of the day for which notice is given) specifying the place, the day and the hour of meeting and in the case of special business, the general nature of that business shall be given to such persons as are entitled to receive such notices from the Association. The accidental omission to give notice of a meeting to, or the non-receipt of notice of a meeting by, any Member shall not invalidate the proceedings at any General Meeting.

23. Subject to these Articles all business shall be special that is transacted at a General Meeting. With the exception of the consideration of the accounts, balance sheets and the report of the Committee and Auditors, the election of officers and other members of the Committee in the place of those retiring and the appointment and fixing of the remuneration of the Auditors, all business that is transacted at any Annual General Meeting, shall be considered special.
24. For any alteration to the Constitution, a Special Resolution must be put to all Members at a meeting called for that purpose or the Annual General Meeting and the resolution must be passed by two thirds of those present or their nominated proxy and entitled to vote.

PROCEEDINGS AT GENERAL MEETINGS

25. No business shall be transacted at any General Meeting unless a quorum of Members is present. A quorum shall be the lesser of twenty percent of Full Members or twenty Full Members. For the purpose of this Article "Member" includes a person attending as a proxy or as representing a corporation which is a Full Member.
26. If, within half an hour from the time appointed for the meeting, a quorum is not present, the meeting, if convened upon the requisition of Members, shall be dissolved, in any other case it shall stand adjourned to the same day in the next week at the same time and place, or to such other day and at such other time and place as the Committee may determine.
27. The President shall preside as Chairman at every General Meeting or, if there is no President, or if he is not present within fifteen (15) minutes after the time appointed or is unwilling to act, the Vice-President shall be the Chairman or if the Vice-President is not present or is unwilling to act then the Full Members present shall elect one of their number to be Chairman of the meeting.
28. The Chairman may, with the consent of any meeting at which a quorum is present (and shall if so directed by the meeting), adjourn the meeting from time to time, and from place to place, but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place. When a meeting is adjourned for thirty (30) days or more, notice of the adjourned meeting shall be given as in the case of an original meeting. Save as foresaid it shall not be necessary to give any notice of an adjournment for the business to be transacted to adjourned meeting.
29. At any General Meeting a resolution put to the vote of the meeting shall 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:
 - a. by the Chairman; or
 - b. at least two (2) Full Members present in person or by proxy.
30. Unless a poll is so demanded a declaration by the Chairman that a resolution has on a show of hands been carried or carried unanimously, or by a particular majority, or lost, and an entry to that effect in the minutes of the proceedings shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the resolution.
31. If a poll is duly demanded it shall be taken in such manner and either at once or after an interval or adjournment or otherwise as the Chairman directs and the result of the poll shall be the resolution of the meeting at which the poll was demanded but a poll demanded on the election of a Chairman or on a question of adjournment shall be taken forthwith. A demand for a poll may be withdrawn.
32. In the case of an equality of votes, whether on a show of hands or on a poll, the Chairman of the meeting at which the show of hands takes place or at which the poll is demanded shall be entitled to a second or casting vote.
33. Subject to Article 7 a Member may vote in person or by proxy or by attorney and on a show of hands every person present who is a Member or a representative of a Member shall have one vote and on a poll every Member present in person or by attorney or other duly authorised representative shall have one vote.
34. No Member is entitled to vote at any General Meeting if his annual subscription is more than one

(1) month in arrears at the date of the meeting, or if any other monies due by him to the Association remain unpaid outside normal credit terms.

35. The instrument appointing a proxy shall be in writing and be signed by the appointer or, if the appointer is a corporation, either under seal or under the hand of an officer or appointee duly authorised. The signature of the appointer or his nominee shall be witnessed by a person other than the proxy. A proxy need not be a Member of the Association. The instrument appointing a proxy shall be deemed to confer authority to demand or join in demanding a poll. A Member shall be entitled to instruct his proxy to vote in favour of or against any proposed resolutions. Unless otherwise instructed the proxy may vote as he thinks fit.
36. The instrument appointing a proxy may be in the following form or in a common or usual form.

I _____ of _____
being a Member of the Australian Subcontractors Association, Incorporated

hereby appoint _____ of _____
or failing him _____ of _____
as my proxy to vote for me on my behalf at the (Annual or General as the case may be) meeting of
the Association to be held on the
day of _____ and at any adjournment thereof.

My proxy is hereby authorised to vote *in favour of/against the following resolutions:

Signed this _____ day of _____ 20__

Note: In the event of the Member desiring to vote for or against any resolution he shall instruct his proxy accordingly. Unless otherwise instructed, the proxy may vote as he thinks fit.

37. The instrument appointing a proxy and the power of attorney or other authority, if any, under which it is signed (or a notarially certified copy) must be deposited at the registered office of the Association or at such other place within the State as is specified for that purpose in the notice convening the meeting, not less than forty eight (48) hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote, or, in the case of a poll, not less than twenty four (24) hours before the time appointed for the taking of the poll, and in default the instrument of proxy shall not be treated as valid.
38. A vote given in accordance with the terms of an instrument of proxy or attorney shall be valid notwithstanding the previous death or unsoundness of mind of the principal or revocation of the instrument or of the authority under which the instrument was executed, if no intimation in writing of such death, unsoundness of mind or revocation as aforesaid has been received by the Association at the registered office before the commencement of the meeting or adjourned meeting at which the instrument is used.

THE COMMITTEE AND EXECUTIVE

39. The Committee shall comprise not less than eight (8) and not more than twelve (12) members including the Executive and shall be elected by a ballot of all Full Members. To be eligible for election to the Committee a person must be:
- A current Full Member or a nominee of a current corporate Full Member, and
 - Nominated and seconded for the position by two Full Members.
40. The Committee will determine the time, date and location of the ballot and the call for nominations to be elected. The ballot may be a postal ballot, electronic ballot or attendance ballot, or a combination of those methods.
41. Where the Committee has established categories of Members pursuant to Article 8, the Committee

may allocate Committee positions among the categories of Full Members and hold separate ballots for each category, provided that the each Full Member is only placed, and entitled to vote, in one category, and the composition of the categories of Members is broadly representative of the composition of Full Members.

42. All Committee members shall take office with effect from the Annual General Meeting in the year of their election and shall hold office until the next Annual General Meeting and shall be eligible for re-election.
43. A Committee meeting shall be held immediately after the Annual General Meeting. At this meeting, the Committee members then in office must elect from their number by ballot, the Executive for the forthcoming year, comprising a President, a Vice President and an Honorary Treasurer. No other business will be transacted at this meeting.
44. If at any time during the year an Executive position is vacated, a Committee meeting shall be held promptly, where the remaining Committee members will hold a ballot to elect a replacement.
45. The Committee shall have power at any time, and from time to time, to appoint any person to the Committee or to the Executive to fill a casual vacancy and, unless otherwise removed under a provision of these Articles, any person so appointed shall hold office only until the next following Annual General Meeting.
46. The Association may by ordinary resolution remove any member of the Executive or Committee member for any reason before the expiration of his period of office, and may by an ordinary resolution appoint another person in his place. The person so appointed shall hold office only until the next following Annual General Meeting.
47. The office of a member of the Executive or a Committee member shall become vacant if he:
 - a. ceases to be a member of the Executive or Committee member by virtue of law;
 - b. becomes bankrupt or makes any arrangement or composition with his creditors generally;
 - c. becomes prohibited from being a Director of a company by reasons of any order made under the Law;
 - d. becomes of unsound mind or a person whose person or estate is liable to be dealt with in any way under the law relating to mental health;
 - e. Resigns his office by notice in writing to the Association;
 - f. If absent without permission of the Committee from more than twenty five (25) percent of meetings of the Committee held during any one calendar year;
 - g. holds any office of profit or gains any financial advantage from the Association without prior full disclosure to and approval of the Committee;
 - h. ceases to be a Member or a nominated representative of a corporate Member;
 - i. is directly or indirectly interested in any contracted or proposed contract with the Association provided, however, that he shall not vacate his office by reason of his being a member of any corporation which has entered or proposes to enter into a contract with the Association if such corporation is among the class of companies referred to in the proviso of Clause 3 of the Memorandum of Association of the Association and if he shall have declared the nature of his interest in the manner required by the Law; or
 - j. is removed under Article 46.

Provided always that nothing in this Article shall affect the operation of Clause 3 of the Memorandum of Association of the Association.

HONORARY TREASURER

48. The Honorary Treasurer shall be responsible for collection of all monies owing to the Association and the issue of receipts for payments of same and for keeping correct accounts and books relating to all financial matters and transactions showing fully the financial affairs of the Association and

such particulars as are usually shown in books of a like nature, and shall present a financial report at each Committee meeting.

49. The Honorary Treasurer may with the consent of the Committee assign the performance of his duties to the Secretary/Chief Executive of the Association but shall nevertheless be deemed responsible for the proper performance of such duties. If the Honorary Treasurer is absent or unable to carry out his duties the Committee shall have power to appoint any member of the Committee to act in his stead and may at any time remove any person so appointed.

POWERS AND DUTIES OF THE COMMITTEE AND THE EXECUTIVE

50. The business of the Association shall be managed by the Committee who may pay all expenses incurred in promoting and registering the Association, and may exercise all such powers of the Association as are not, by the Articles or by law, required to be exercised by the Association in General Meeting, provided that the Committee must not act in a manner inconsistent with these Articles or law, and provided further that any rule, regulation or by-law of the Association made by the Committee may be disallowed by the Association in General Meeting, and provided further that no resolution of or regulation made by the Association in General meeting shall invalidate any prior act of the Committee which would have been valid if that resolution or regulation had not been passed or made.
51. The Committee may exercise all the powers of the Association to borrow money and to mortgage or charge its property, or any part thereof, and to issue debentures and other securities whether outright or as security for any debt liability or obligation of the Association. All cheques, promissory notes, drafts, bills of exchange and other negotiable instruments, and all receipts for money paid to the Association, shall be signed, drawn, accepted, endorsed or otherwise executed, as the case may be, by any two (2) members of the Executive or in such other manner as the Committee from time to time determines.
52. The Committee must cause minutes to be made and kept:
- a. of all appointments of officers and employees
 - b. of names of Committee members present at all meetings of the Committee; and
 - c. of all proceedings at all meetings of the Association and of the Committee.

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

DISCIPLINARY POWERS OF THE COMMITTEE

53. The Committee shall have the power in its absolute discretion to either expel any Member or declare his membership terminated or suspend his membership either for a fixed period or indefinitely or to impose a fine upon or issue a reprimand to any Member if in the opinion of the Committee:
- a. The Member has committed a breach of these Articles or of any Rules or Code of Ethics published from time to time by the Committee.
 - b. The Member has acted in a manner detrimental or prejudicial to the interests of the Association or which may tend to bring the Association into contempt or disrepute.
 - c. The Member obtained his membership by improper means or without the required qualifications.
 - d. The Member is not or is no longer desirable as a Member of the Association.

The Committee shall not be required to give reasons for any decisions it may make under this Article.

PROCEEDINGS OF THE COMMITTEE

54. The Committee may meet, conduct its business, adjourn and otherwise regulate its meetings as it thinks fit. The President or any two (2) Executive members may at any time, and the Secretary shall on such a requisition, summon a meeting of the Committee.
55. Subject to the Law, the quorum necessary for the transaction of the business of the Committee shall be fifty per cent of the Committee or such greater number as may be fixed by the Committee.
56. Subject to these Articles, questions arising at any meeting of the Committee shall be decided by a majority of votes and a determination by a majority of the Committee members shall for all purposes be deemed a determination of the Committee. In case of an equality of votes the Chairman of the meeting shall have a second or casting vote.
57. A Committee member shall not vote in respect of any contract or proposed contract with the Association in which he is interested, or any matter incidental to that decision, or any other matter where the Committee member has a conflict of interest, and, if he does so vote his vote shall not be counted.
58. Where there is a vacancy, the continuing Committee members may continue to act, but if and so long as their number is reduced below the number fixed by these Articles as the necessary quorum of Committee members, the continuing Committee members may act for the purpose of increasing the number of Committee members or summoning a General Meeting but for no other purpose.
59. The President shall preside as Chairman at every meeting of the Committee, or if he is not present within ten (10) minutes after the time appointed for holding the meeting, the Vice-President shall be Chairman. If the Vice-President is not present at the meeting the Committee members may choose one of their number, to be Chairman of the meeting
60. The Committee may delegate any of its powers to sub-committees consisting of such member or members of the Committee as it thinks fit; any sub-committees so formed shall in the exercise of the powers so delegated conform to any regulations that may be imposed on it by the Committee. The Committee may invite or permit other Members to participate in sub-committee meetings, although any Member who is not a member of the Committee is not entitled to vote on questions arising at the sub-committee.
61. A sub-committee may elect a Chairman of its meetings; if no such Chairman is elected, or if at any meeting the Chairman is not present within ten (10) minutes after the time appointed for holding the meeting, the members present may choose one of their number to be Chairman of the meeting.
62. A sub-committee may meet and adjourn as it thinks proper. Questions arising at any meeting shall be determined by a majority of votes of the members present, and in the case of an equality of votes the chairman shall have a second or casting vote.
63. All acts done in good faith by any meeting of the Committee or of a sub-committee or by any person acting as a Committee member shall, notwithstanding that if afterwards discovered that there was some defect in the appointment of any such Committee member or person acting or that any of them were disqualified, be as valid if every such person had been duly appointed and was qualified to be a Committee member.
64. A resolution in writing (including by electronic means) shall be as valid and effectual as if it had been passed at a meeting of the Committee duly convened and held, provided that at least eighty percent of eligible Committee members vote in the resolution. Any such resolution may consist of several documents.

SECRETARY/CHIEF EXECUTIVE

65. The Secretary/Chief Executive shall be appointed by the Committee for such term, at such remuneration and upon such conditions as it thinks fit; and any person so appointed may be removed by it.
66. The Secretary/Chief Executive shall act as the General Manager of the Association, having the responsibility for and authority over the Association's day to day operations, as well as performing the statutory duties required of an Association Secretary.

67. In addition the Committee may appoint such a person as assistant Treasurer of the Association for the purposes of performing such duties as may be assigned by the Law or these Articles or by the Honorary Treasurer or the President on behalf of the Committee.
68. The Committee may provide persons appointed under these Articles with such title as it sees fit.

ACCOUNTS

69. The Committee shall cause proper accounting records to be kept and shall distribute copies of every profit and loss account and balance sheet (including all other accounting documents required by law to be created and/or attached) accompanied by a copy of the Auditors report provided, however, that the Committee shall cause to be made out and presented to each Full Member two (2) weeks before the Annual General Meeting a balance sheet and profit and loss account made up to a date not more than five (5) months before the date of the meeting.
70. The Committee shall from time to time determine at what times and places and under what conditions or regulations the accounting and other records of the Association shall be open to the inspection of Members not being a member of the Executive or a Committee member, and no Member (not being a member of the Executive or a Committee member) shall have any right of inspecting any account or book or paper of the Association except as conferred by statute or authorised by the Committee.

AUDIT

71. Where required by Law, a properly qualified Auditor or Auditors shall be appointed and his or their remuneration fixed and duties regulated in accordance with Clause 7 of the Memorandum of Association.

NOTICES

72. A notice may be given by the Association to any Member either personally or by sending it by facsimile or email, or post to him at the address (within the State) supplied by him to the Association for the purpose of receiving notices.
73. Where a notice is sent by post, service of the notice shall be deemed to be effected in the case of a notice of a meeting on the day after the date of its posting, and in any other case at the time at which the letter would be delivered in the ordinary course of post. Where a notice is sent by facsimile or email service of the notice shall be deemed to be effected on the date of the transmission.
74. Notice of every General Meeting shall be given in any manner previously authorised to every Full Member except those Members who have not supplied to the Association an address for the giving of notices to them.

WINDING UP

75. The provisions of Clause 6 of the Memorandum of Association relating to the winding up or dissolution of the Association shall have effect and be observed as if the same were repeated in these Articles.

OFFICERS: INDEMNITIES AND INSURANCE

76. To the extent permitted by law:
 - a. every person who is or has been an Officer of the Association or of a subsidiary of the Association will be indemnified out of the property of the Association against any liability for costs and expense incurred by that person in defending any Proceedings in which judgement is given in that person's favour, or in which the person is acquitted, or in connection with an application in relation to any Proceedings in which the Court grants relief to the person under

the Law; and

- b. every person who is or has been an Officer of the Association or of a subsidiary of the Association will be indemnified out of the property of the Association against any liability to another person (other than the Association or a related body corporate of the Association) where the liability is incurred by the Officer in his or her capacity as an Officer of the Association or a subsidiary of the Association **PROVIDED THAT** this indemnity shall not apply where the liability arises out of conduct involving a lack of good faith.
77. To the extent permitted by law the Association may pay, or agree to pay, a premium in respect of a contract insuring a person who is or has been an Officer of the Association or of a subsidiary of the Association against liability:
- a. incurred by the person in his or her capacity as an Officer of the Association or a subsidiary of the Association **PROVIDED THAT** the liability does not arise out of conduct involving a wilful breach of duty in relation to the Association or a subsidiary of the Association, and
 - b. for costs and expenses incurred by that person in defending Proceedings, whatever their outcome.
78. In Articles 76 and 77:
- a. The term **“Proceedings”** means any proceedings, whether civil or criminal, being proceedings in which it is alleged that the person has done or omitted to do some act, matter or thing in his or her capacity as an Officer of the Association or of a subsidiary of the Association (including Proceedings alleging that he or she was guilty of negligence, default, breach of trust or breach of duty in relation to the Association or a subsidiary of the Association).
 - b. The term **“Officer”** includes every member of the Committee.