
CONSTITUTION

Computer Applications and Quantitative Methods in Archaeology
Australasia Inc.

TABLE OF CONTENTS

1	NAME OF ASSOCIATION	4
2	DEFINITIONS	4
3	OBJECTS.....	6
4	POWERS OF CAA AUSTRALASIA	6
5	ELIGIBILITY FOR MEMBERSHIP	7
6	APPLICATION FOR MEMBERSHIP	8
7	RIGHTS OF MEMBERS.....	8
8	MEMBERSHIP ENTITLEMENTS NOT TRANSFERABLE	8
9	REGISTER OF MEMBERS.....	9
10	FEES AND SUBSCRIPTIONS.....	9
11	MEMBERS' LIABILITIES	10
12	TERMINATION OF MEMBERSHIP OF CAA AUSTRALASIA	10
13	SUSPENSION OR EXPULSION OF MEMBERS	10
14	LIFE MEMBERSHIP	11
15	PATRONS.....	11
16	RESOLUTION OF DISPUTES.....	11
17	DISCIPLINING OF MEMBERS.....	12
18	RIGHT OF APPEAL OF DISCIPLINED MEMBER.....	12
19	CONVENORS	14
20	COMPOSITION AND MEMBERSHIP OF CONVENORS	14
21	SECRETARY	16
22	TREASURER	16
23	PUBLIC OFFICER	17
24	CAA REPRESENTATIVE	18
25	DEPUTY CHAIR	18
26	SOCIAL MEDIA OFFICER.....	18
27	CASUAL VACANCIES.....	18
28	NOMINATION AND ELECTION OF CONVENORS	19
29	DISCLOSURE OF PECUNIARY INTEREST HELD BY CONVENORS.....	20
30	REMOVAL OF CONVENORS	20
31	CONVENORS' MEETINGS	20
32	NOTICE OF CONVENORS' MEETINGS.....	21
33	QUORUM FOR CONVENORS' MEETINGS.....	21
34	CHAIR AT CONVENORS' MEETINGS	22
35	VOTING AT CONVENORS' MEETINGS.....	22
36	MINUTES OF CONVENORS' MEETINGS	23
37	MEMBERS' MEETINGS	24

38	ANNUAL GENERAL MEETINGS – HOLDING OF	24
39	ANNUAL GENERAL MEETINGS – BUSINESS AT	24
40	GENERAL MEETINGS – CALLING OF	24
41	NOTICE OF MEMBERS' MEETINGS	25
42	QUORUM FOR MEMBERS' MEETINGS	26
43	CHAIR AT MEMBERS' MEETINGS.....	26
44	ADJOURNMENT.....	26
45	MAKING OF DECISIONS AT MEMBERS' MEETINGS	27
46	VOTING AT MEMBERS' MEETINGS	27
47	PROXY VOTING	28
48	POSTAL BALLOTS	28
49	MINUTES OF MEMBERS' MEETINGS	28
50	INSURANCE	30
51	FUNDS – SOURCE	30
52	FUNDS – MANAGEMENT	30
53	CONSTITUTION	30
54	CHANGE OF NAME, OBJECTS AND CONSTITUTION.....	31
55	CUSTODY AND INSPECTION OF BOOKS ETC.....	31
56	FINANCIAL YEAR	31
57	COMMON SEAL OF CAA AUSTRALASIA	31
58	INDEMNITY	32
59	DISTRIBUTION OF SURPLUS PROPERTY ON WINDING UP.....	32

Part 1 – Preliminary

1 NAME OF ASSOCIATION

- 1.1 The name of the association is Computer Applications and Quantitative Methods in Archaeology Australasia Inc.
- 1.2 CAA Australasia is constituted as a national chapter of the CAA International.

2 DEFINITIONS

- 2.1 In this constitution, unless the contrary intention appears:

Act means the Associations Incorporation Act 2009 (NSW);

Adoption Date means the date that this Constitution is adopted by CAA Australasia;

Annual General Meeting means an annual general meeting of CAA Australasia convened under clause 38;

CAA Australasia means Computer Applications and Quantitative Methods in Archaeology Australasia Inc.;

CAA International means the organisation Computer Applications and Quantitative Methods in Archaeology;

Casual Vacancy has the meaning set out in clause 27;

Chair means:

- (a) in relation to the proceedings at a Conveners' Meeting or a Members' Meeting, the person presiding at the Conveners' Meeting or the Members' Meeting in accordance with clauses 34 and 43 (respectively);
- (b) otherwise than in relation to the proceedings referred to in paragraph (a), the person referred to in clause 20.1(a);

Constitution means this constitution of CAA Australasia;

Convenors means the Conveners referred to in clause 20.1 which are to be construed for the purposes of the Act as the members of the 'Committee' required to be established under the Act;

Convenors' Meeting means the meeting referred to in 31;

Director-General means the Director-General of the Department of Services, Technology and Administration;

Financial Year has the meaning given by the relevant section of the Act, and a reference in that section to 'the association' being construed as a reference to CAA Australasia;

General Committee Member means the person holding office as a General Committee of CAA Australasia referred to in clause 20.1(d);

General Meeting means the meeting referred to in clause 37;

Initial Convenors means the Conveners as at the Adoption Date;

Life Member means a Member awarded life membership of CAA Australasia by the Convenors under clause 14.1;

Member means a member of CAA Australasia;

Members' Meeting means an Annual General Meeting or a General Meeting;

Objects means the objects of CAA Australasia set out in clause 3.1;

Ordinary Resolution means a resolution other than a Special Resolution;

Patron means a patron of CAA Australasia elected under clause 15.1;

Public Officer means the Member or Convenor elected by the Convenors to hold office as the public officer of CAA Australasia from time-to-time;

Register of Convenors means the list of Convenors referred to in clause 20.11(a), maintained by the Secretary in accordance with clause 20.11;

Register of Members means the list of Members referred to in clause 9.1(a), maintained by the Secretary in accordance with clause 9;

Regulation means the Associations Incorporation Regulation 2010 (NSW).

Secretary means:

- (a) the person holding office as secretary of CAA Australasia, referred to in clause 21; or
- (b) if no such person holds that office - the Public Officer.

Special Resolution has the meaning given by section 39 of the Act;

Surplus Property has the meaning given in clause 59.3;

Treasurer means the person holding office as treasurer of CAA Australasia referred to in clause 22; and

Vice-Patron means a vice-patron of CAA Australasia elected under clause 15.1.

2.2 In this Constitution:

- (a) the singular includes the plural and vice versa, and a gender includes other genders;
- (b) another grammatical form of a defined word or expression has a corresponding meaning;
- (c) a reference to a clause, paragraph, schedule or annexure is to a clause or paragraph of, or schedule or annexure to, this Constitution, and a reference to this Constitution includes any schedule or annexure;

- (d) a reference to a document or instrument includes the document or instrument as novated, altered, supplemented or replaced from time to time;
- (e) a reference to **A\$, \$A, dollar** or **\$** is to Australian currency;
- (f) the meaning of general words is not limited by specific examples introduced by including, for example or similar expressions;
- (g) a reference to a function includes a reference to a power, authority and duty; and
- (h) a reference to the exercise of a function includes, if the function is a duty, a reference to the performance of the duty.

2.3 The provisions of the *Interpretation Act 1987* (Cth) apply to and in respect of this Constitution in the same manner as those provisions would so apply if this Constitution were an instrument made under the Act.

3 **OBJECTS**

3.1 The objects of CAA Australasia are to:

- (a) bring together scholars, specialists and experts in the fields of archaeology, history, cultural heritage, digital scholarship, GIS, mathematics, semantic web, informatics and members of other disciplines to complement and extend the interests of the CAA International;
- (b) encourage communication between these disciplines; and
- (c) stimulate discussion and future progress in the application of information technology to archaeological research and practice and the application of digital technologies to various aspects of cultural heritage including historical cartography, digital cities and semantic web.

3.2 The property and income of CAA Australasia must be applied solely towards the promotion of the Objects and no part of that property or income may be paid or otherwise distributed, directly or indirectly to Members, except as bona fide compensation for services or expenses incurred on behalf of CAA Australasia.

4 **POWERS OF CAA AUSTRALASIA**

4.1 Without limiting the powers conferred on CAA Australasia by the Act or otherwise, CAA Australasia has the power to do anything which is necessary, desirable or convenient for, or conducive or incidental to, carrying out its Objects.

4.2 Without limiting the generality of clause 4.1, CAA Australasia may do all things necessary or convenient to carry out its Objects and, in particular, may:

- (a) collect funds and solicit, receive, enlist and accept financial and other grants, aid, subscriptions, donations and bequests from any source;
- (b) make grants or donations or give financial or other assistance to or in aid of or sponsor any person or activity;
- (c) publish and distribute papers, journals or other material and advertise in any

medium and by any means;

- (d) lend or invest money to any person or in any investment;
- (e) draw, make, accept, endorse, discount, execute and issue cheques promissory notes, bills of exchange, debentures and other documents;
- (f) employ, engage or appoint and remunerate staff, consultants, advisers, contractors or other persons;
- (g) acquire, hold, deal with, and dispose of any real or personal property;
- (h) open and operate bank accounts;
- (i) invest its money;
 - (i) in any security in which trust monies may lawfully be invested; or
 - (ii) in any other manner authorised by this Constitution;
- (j) borrow money upon such terms and conditions as CAA Australasia thinks fit;
- (k) give such security for the discharge of liabilities incurred by CAA Australasia as CAA Australasia thinks fit;
- (l) appoint agents to transact any business of CAA Australasia on its behalf;
- (m) enter into any other contract it considers necessary or desirable; and
- (n) act as trustee and accept and hold real and personal property upon trust, but does not have power to do any act or thing as a trustee that, if done otherwise than as a trustee, would contravene this Act or this Constitution.

4.3 CAA Australasia may do any of these things on such terms and conditions as the Members or the Convenors consider fit, provided that any financial return derived by CAA Australasia from any activity is used to promote the Objects.

4.4 The management of CAA Australasia is vested in the Convenors, who have the power to do all such things as may be convenient, desirable or necessary in the pursuit of the Objects.

Part 2 – Membership

5 ELIGIBILITY FOR MEMBERSHIP

5.1 Membership of CAA Australasia is open to all natural persons who are at least 18 years of age who:

- (a) support the Objects and the aims of the CAA International; and
- (b) have applied and been approved for membership of CAA Australasia in accordance with clause 6.

5.2 Membership of CAA Australasia does not include free membership of the CAA International. Members who wish to attend the annual conference of the CAA

International must become members of the CAA International according to its constitution available at: <https://caa-international.org/>.

- 5.3 A person is taken to be a Member if the person was one of the individuals on whose behalf an application for registration of CAA Australasia under section 6(1)(a) of the Act was made.

6 APPLICATION FOR MEMBERSHIP

- 6.1 A person who is eligible for membership of CAA Australasia under clause 5.1 may apply to become a Member by:
- (a) completing and submitting to one or more Conveners a paper membership application form as determined by the Conveners from time-to-time;
 - (b) sending an email request to become a Member to one or more Conveners; or
 - (c) once CAA Australasia's website has been established, completing and submitting on CAA Australasia's website an online membership application form as determined by the Conveners from time-to-time and as available on CAA Australasia's website.
- 6.2 As soon as practicable after receiving an application for membership, the Secretary must refer the application to the Conveners, who are to determine whether to approve or to reject the application.
- 6.3 The Conveners have the express authority to approve or reject all applications for membership under clause 6.1 and must give notice of the Conveners' decision to each applicant within 60 days of the application for membership being submitted to CAA Australasia in accordance with clause 6.1.
- 6.4 On approval of an application for membership by the Conveners under clause 6.3, the Secretary must enter or cause to be entered the person's name in the Register of Members and, on the name being so entered, the person becomes a Member.

7 RIGHTS OF MEMBERS

- 7.1 Members are entitled to:
- (a) have their name and address details kept on the mailing list held by CAA Australasia; and
 - (b) vote, in person or by proxy appointed in writing, at Members' Meetings in accordance with this Constitution.
- 7.2 Members must not purport to act or make representations on behalf of CAA Australasia at any time without the prior written consent of the Conveners.

8 MEMBERSHIP ENTITLEMENTS NOT TRANSFERABLE

A right, privilege or obligation which a person has by reason of being a Member:

- (a) is not capable of being transferred or transmitted to another person; and

- (b) terminates on cessation of the person's membership.

9 REGISTER OF MEMBERS

9.1 The Secretary must:

- (a) establish and maintain in up-to-date condition a register of Members specifying the name and postal or residential address of each person who is a Member, together with the date on which the person became a Member;
- (b) upon the request of a Member, make the Register of Members available for that Member to inspect at any reasonable hour, who may make a copy of, or take an extract from on payment of a fee of not more than \$1 for each page copied, the Register of Members free of charge but may not remove the Register of Members for that purpose or for any other reason; and
- (c) if a Member requests that any information contained on the Register of Members about the Member (other than the Member's name) not be available for inspection, ensure that information must not be made available for inspection by a Member under clause 9.1(b).

9.2 The Register of Members must be kept in New South Wales:

- (a) at the main premises of CAA Australasia; or
- (b) if CAA Australasia has no premises, at CAA Australasia's official address which may be the residential address in New South Wales of the Public Officer.

9.3 A Member must not use information about a person obtained from the Register of Members to contact or send material to the person, other than for:

- (a) the purposes of sending the person a newsletter, a notice in respect of a Members' Meeting or other event relating to CAA Australasia or other material relating to CAA Australasia; or
- (b) any other purpose necessary to comply with a requirement of the Act or the Regulation.

9.4 The Secretary must cause the name of a person who ceases to be a Member to be deleted from the Register of Members.

10 FEES AND SUBSCRIPTIONS

10.1 For the purposes of this clause 10, CAA Australasia's membership year runs from:

- (a) for the first membership year of CAA Australasia (which may be a partial year), the date that CAA Australasia is incorporated as an association until the next 30 June; and
- (b) for all other membership years, from 1 July of each year to 30 June of the next year.

10.2 A Member must, on admission to membership, pay to CAA Australasia a subscription fee equal to the annual membership fee as determined by the Conveners from time-to-time reduced pro rata for the amount of time remaining in that membership year. The

Conveners may determine that any or no amount is payable as an annual membership fee.

- 10.3 In addition to any amount payable by the Member under clause 10.2, each Member must pay to CAA Australasia, before July 1 in each calendar year (or such other deadline as determined by the Conveners), an ongoing annual membership fee as determined by the Conveners from time-to-time.

11 MEMBERS' LIABILITIES

The liability of a Member to contribute towards the payment of the debts and liabilities of CAA Australasia or the costs, charges and expenses of the winding up of CAA Australasia is limited to the amount, if any, unpaid by the Member in respect of membership of CAA Australasia as required by clause 10.

12 TERMINATION OF MEMBERSHIP OF CAA AUSTRALASIA

Membership of CAA Australasia terminates upon:

- (a) receipt by a Convenor of written notice from a Member of his resignation from CAA Australasia (unless a later date as is stipulated in the notice, in which case membership terminates on that date);
- (b) expulsion of a Member in accordance with clause 13; or
- (c) the death of a Member.

13 SUSPENSION OR EXPULSION OF MEMBERS

- 13.1 If the Conveners consider that a Member should be suspended or expelled from membership of CAA Australasia because his conduct is detrimental to the interests of CAA Australasia, the Conveners must by written notice to the Member:
- (a) advise of the proposed suspension or expulsion and of the time, date and place of the Conveners' Meeting at which the question of that suspension or expulsion will be decided;
 - (b) provide particulars of the relevant conduct; and
 - (c) inform the Member of his right to provide written or oral submissions to the Conveners prior to any decision being made by the Conveners at the relevant Conveners' Meeting under clause 13.2, at least 30 days before the date of the relevant Conveners' Meeting.
- 13.2 At the Conveners' Meeting referred to in a notice provided under clause 13.1, the Conveners may, having afforded the Member concerned a reasonable opportunity to be heard by, or to make representations in writing to, the Conveners, suspend or expel or decline to suspend or expel that Member from membership of CAA Australasia and must, as soon as practicable after deciding whether or not to suspend or expel that Member, communicate that decision in writing to that Member.
- 13.3 Subject to clause 13.5, a Member has his membership suspended or ceases to be a Member 14 days after notice of the decision to suspend or expel the Member under clause 13.2 is provided to him.

- 13.4 A Member who is given notice of his suspension or expulsion under clause 13.2 must, if he wishes to appeal against that suspension or expulsion, give written notice to the Secretary of his intention to do so within 7 days after that notice is provided to him and such notice may be accompanied by a statement of grounds on which the Member intends to rely for the purpose of such appeal.
- 13.5 If a Member gives a notice under clause 13.4:
- (a) the Conveners must convene a Members' Meeting within 60 days of the Secretary receiving notice under clause 13.4, at which the appeal referred to in the notice must be considered;
 - (b) CAA Australasia in a Members' Meeting convened under clause 13.5(a) must either confirm or set aside the decision of the Conveners to suspend or expel that Member, after having afforded that Member a reasonable opportunity to be heard by, or to make representations in writing to, CAA Australasia in the Members' Meeting; and
 - (c) that Member is not suspended or does not cease to be a Member unless and until the decision of the Conveners to suspend or expel him is confirmed under clause 13.5(b).

14 **LIFE MEMBERSHIP**

- 14.1 Life membership of CAA Australasia may be awarded, at the discretion of the Conveners, to the following classes of person:
- (a) Members who have maintained membership of CAA Australasia for a continuous period of not less than ten years; or
 - (b) Members who have shown exemplary or distinguished service or other meritorious conduct in the opinion of the Conveners.
- 14.2 Life Members enjoy all the same rights and privileges as Members, including voting rights, and are excluded from all obligations to pay fees or subscriptions to CAA Australasia from the date which they are awarded life membership.

15 **PATRONS**

- 15.1 A Members' Meeting may, by Ordinary Resolution and upon recommendation of the Conveners, elect one or more Patrons and Vice-Patrons of CAA Australasia to hold office for a term at the discretion of the Conveners.
- 15.2 Patrons and Vice-Patrons may be called on by the Conveners to support CAA Australasia, including by hosting events, making donations, giving speeches and providing other support as agreed by the Conveners.
- 15.3 The Conveners reserve the right to ask Patrons and Vice-Patrons to resign.

16 **RESOLUTION OF DISPUTES**

- 16.1 A dispute between a Member and any one or more other Members (in their capacity as Members) is to be referred to a community justice centre for mediation under the *Community Justice Centres Act 1983* (NSW).

16.2 If a dispute is not resolved by mediation within 3 months of the referral to a community justice centre, the dispute is to be referred to arbitration.

16.3 The *Commercial Arbitration Act 1984* (NSW) applies to any such dispute referred to arbitration.

17 DISCIPLINING OF MEMBERS

17.1 A complaint may be made to the Conveners by any person that a Member:

- (a) has refused or neglected to comply with a provision or provisions of this Constitution; or
- (b) has wilfully acted in a manner prejudicial to the interests of CAA Australasia.

17.2 The Conveners may refuse to deal with a complaint if it considers the complaint to be trivial or vexatious in nature.

17.3 If the Conveners decide to deal with the complaint, the Conveners:

- (a) must cause notice of the complaint to be served on the Member concerned;
- (b) must give the Member at least 14 days from the time the notice is served within which to make submissions to the Conveners in connection with the complaint; and
- (c) must take into consideration any submissions made by the Member in connection with the complaint.

17.4 The Conveners may, by resolution, expel the Member from membership of CAA Australasia or suspend the Member from membership of CAA Australasia if, after considering the complaint and any submissions made in connection with the complaint, they are satisfied that the facts alleged in the complaint have been proved and the expulsion or suspension is warranted in the circumstances.

17.5 If the Conveners expel or suspend a Member, the Secretary must, within 7 days after the action is taken, cause written notice to be given to the Member of the action taken, of the reasons given by the Conveners for having taken that action and of the Member's right of appeal under clause 18.

17.6 The expulsion or suspension does not take effect:

- (a) until the expiration of the period within which the Member is entitled to appeal against the resolution concerned; or
- (b) if within that period the Member exercises the right of appeal, unless and until CAA Australasia confirms the resolution under clause 18, whichever is the later.

18 RIGHT OF APPEAL OF DISCIPLINED MEMBER

18.1 A Member may appeal to CAA Australasia in General Meeting against a resolution of the Conveners under clause 17.4, within 7 days after notice of the resolution is served on the Member, by lodging with the Secretary a notice to that effect.

- 18.2 The notice may, but need not, be accompanied by a statement of the grounds on which the Member intends to rely for the purposes of the appeal.
- 18.3 On receipt of a notice from a Member under clause 18.1, the Secretary must notify the Convenors which are to convene a General Meeting to be held within 28 days after the date on which the Secretary received the notice.
- 18.4 At a General Meeting convened under clause 18.3:
- (a) no business other than the question of the appeal is to be transacted;
 - (b) the Convenors and the Member must be given the opportunity to state their respective cases orally or in writing, or both; and
 - (c) the Members present are to vote by secret ballot on the question of whether the resolution should be confirmed or revoked.
- 18.5 The appeal is to be determined by a simple majority of votes cast by Members.

Part 3 – Convenors

19 CONVENORS

- 19.1 Subject to the Act, the Regulation, this Constitution and any resolution passed by CAA Australasia in general meeting, the Convenors:
- (a) will exclusively administer, control and manage the affairs of CAA Australasia;
 - (b) may exercise all such functions as may be exercised by CAA Australasia, other than those functions that are required by this Constitution to be exercised by a General Meeting; and
 - (c) have power to perform all such acts and do all such things as the Convenors consider necessary or desirable for the proper management of the affairs of CAA Australasia.

20 COMPOSITION AND MEMBERSHIP OF CONVENORS

- 20.1 The Convenors consist of:
- (a) the Chair;
 - (b) the Treasurer;
 - (c) the Secretary; and
 - (d) six General Committee Members.
- 20.2 The Initial Convenors are:
- (a) Dr Ian Johnson as Chair;
 - (b) Ms Gail Michele Higginbottom as Treasurer; and
 - (c) Dr Arianna Traviglia as Secretary;
- 20.3 Only Members are eligible for appointment or election as Convenors.
- 20.4 All Convenors must remain as Members at all times which they hold office as Convenors.
- 20.5 At least one Convenor must reside in New Zealand.
- 20.6 Convenors may be:
- (a) appointed to fill a Casual Vacancy under clause 27.2; or
 - (b) elected at a Members' Meeting under clause 28.
- 20.7 The Convenors must:
- (a) ensure, to the best of their ability, that an annual conference of CAA Australasia takes place. The annual conference may be part of an existing conference such as a conference of the Australian Archaeological

Association, the CAA International annual conference or any other compatible conference which will further the aims of CAA Australasia and its Members; and

- (b) hold a Convenors' Meeting at least once a year.

20.8 Convenors commence office:

- (a) if they are Initial Convenors, as at the Adoption Date;
- (b) if they are appointed to fill a Casual Vacancy under clause 27.2, as at the date that they are so appointed; or
- (c) if they are elected at a Members' Meeting under clause 28, at the conclusion of such Members' Meeting.

20.9 Convenors hold office until:

- (a) if they are Initial Convenors, the conclusion of the second Annual General Meeting following their commencement of office under clause 20.8;
- (b) if they are appointed to fill a Casual Vacancy under clause 27.2, the conclusion of the next Members' Meeting; or
- (c) if they are elected at a Members' Meeting under clause 19, the conclusion of the third Annual General Meeting following their commencement of office under clause 20.8, unless their position is declared vacant under clause 27.2 before that time; or
- (d) they step down during their term, which should be notified in writing to other convenors no later than 3 weeks prior to the Annual General Meeting, during which their vacant role can be filled; and
- (e) Convenors may be re-elected up to a maximum of two times for a single position; unless
- (f) no suitable candidate can be found to replace them in their role, in which case they may hold the role for 12 more months where it must be advertised as an open role at the Annual General Meeting.

20.10 Initial Convenors and Convenors elected at a Members' Meeting under clause 26 will be eligible for re-election at the second Annual General Meeting following their commencement of office under clause 20.8. Convenors may be re-elected by the procedure under clause 26 as if that Convenor were being elected for the first time.

20.11 Convenors appointed to fill a Casual Vacancy under clause 27.2 will be eligible for re-election at the next Members' Meeting following their commencement of office under clause 20.8. Convenors may be re-elected by the procedure under clause 28 as if that Convenor were being elected for the first time.

20.12 The Secretary, on behalf of CAA Australasia, must:

- (a) establish and maintain in up-to-date condition a register of Convenors specifying the name and postal or residential address of each person who is a Convenor, together with the date on which the person became a Convenor;

- (b) upon the request of a Member, make the Register of Convenors available for that Member to inspect, who may make a copy of, or take an extract from, the Register of Convenors but may not remove the register for that purpose or for any other reason; and
- (c) cause the name of a person who ceases to be a Convenor under clause 27.2 to be deleted from the Register of Convenors.

21 **SECRETARY**

21.1 The Secretary must:

- (a) as soon as practicable after being appointed, lodge notice of his address with CAA Australasia;
- (b) keep full and correct minutes of the proceedings of, and attendees at, all Convenors' Meetings and Members' Meetings;
- (c) ensure that CAA Australasia complies with its obligations in respect of the Act by:
 - (i) maintaining an up-to-date Register of Members, as set out in clause 9 above;
 - (ii) keeping and maintaining in up-to-date condition this Constitution and, upon the request of a Member, making available this Constitution for the inspection of that Member and allowing that Member to make a copy of or take an extract from this Constitution but without any right of the Member to remove this Constitution for that purpose;
 - (iii) maintaining an up-to-date Register of Convenors, as set out in clause 20.11 above;
- (d) unless the Members resolve otherwise at a Members' Meeting, have custody of all books, documents, records and register of CAA Australasia (including those referred to in clause 21.1(c)), other than those required by clause 22.1(e) to be kept and maintained by, or in the custody of, the Treasurer;
- (e) take and keep by entering in a minute book all proper minutes of all proceedings of Convenors' Meetings and Members' Meetings in accordance with clauses 36.1 and 49.1 (respectively); and
- (f) perform such other duties as are imposed on the Secretary by this Constitution or by any decision of a Members' Meeting or Convenors' Meeting from time-to-time.

21.2 The Secretary may delegate, in writing, to any of the Convenors, the exercise of any of the duties of the Secretary in this clause 21.

22 **TREASURER**

22.1 The Treasurer has overall supervision of the financial affairs of CAA Australasia, including:

- (a) the receipt of all monies paid to or received by, or by the Treasurer on behalf of, CAA Australasia and must issue receipts for those monies in the name of CAA Australasia;
- (b) paying money referred to in clause 22.1(a) into such account or accounts of CAA Australasia as the Convenors may from time-to-time direct;
- (c) making payments, including electronic transfers, from the funds of CAA Australasia with the authority of a Members' Meeting or of the Convenors and in so doing ensure that all payments are made, and cheques are signed, by:
 - (i) at least one Convenor; or
 - (ii) one or more persons authorised by the Convenors in advance in writing (including by email);
- (d) complying on behalf of CAA Australasia with sections 25 and 26 of the Act with respect to the accounting records of CAA Australasia by:
 - (i) keeping such accounting records as correctly record and explain the financial transactions and financial position of CAA Australasia;
 - (ii) keeping its accounting records in such manner as will enable true and fair accounts of CAA Australasia to be prepared from time-to-time;
 - (iii) keeping its accounting records in such manner as will enable true and fair accounts of CAA Australasia to be conveniently and properly audited; and
 - (iv) submitting to Members at each Annual General Meeting accounts of CAA Australasia showing the financial position of CAA Australasia at the end of the immediately preceding financial year and, whenever directed to do so by the Chair, submit to the Convenors a report, balance sheet or financial statement in accordance with that direction;
- (e) prepare and submit to the Convenors reports, balance sheets and financial statements in accordance with the policy and direction of the Convenors and which is available to Members for inspection on request;
- (f) unless the Members resolve otherwise at a Members' Meeting, providing for the custody of all securities, books and documents of a financial nature and accounting records of CAA Australasia (including those referred to in clause 22.1(d)); and
- (g) performing such other duties as are imposed by this Constitution on the Treasurer from time-to-time.

22.2 The Treasurer may delegate, in writing, to any person that the Treasurer sees fit, the exercise of any of the duties of the Treasurer outlined in this clause 22.

23 PUBLIC OFFICER

23.1 The Convenors must appoint one of their number or a Member as Public Officer in accordance with section 34 of the Act.

23.2 The Convenors must within 28 days of the appointment of the initial Public Officer, and appointment of every replacement Public Officer, notify the Director-General of the details required under section 34(6) of the Act in the approved form.

23.3 The Public Officer must notify the Director-General of all changes to his details within 28 days of the change in the approved form.

24 CAA REPRESENTATIVE

One of the Convenors must be designated by a decision at a Convenors' Meeting as representative and ex-officio member of the steering committee of the CAA International.

25 DEPUTY CHAIR

25.1 One of the Convenors may be appointed by a decision at a Convenors' Meeting as Deputy Chair whose responsibilities include:

- (a) shadowing the Chair in the management of CAA Australasia; however
- (b) there is no obligation of the Deputy Chair to apply for the role of Chair; and
- (c) the Deputy Chair is not automatically appointed as Chair at the next General Meeting, and must nominate and be elected to the role as per clause 28.

26 SOCIAL MEDIA OFFICER

26.1 The Convenors must appoint one of their number or a Member as Social Media Officer who has responsibility for the social media accounts of CAA Australasia whose responsibilities include:

- (a) maintaining, updating and creating CAA Australasia's social media accounts;
- (b) ensuring that our social media accounts adhere to CAA International's social media policies which are available at: <https://caa-international.org/about/policies/social-media-policy/>.

27 CASUAL VACANCIES

27.1 In the event of a casual vacancy occurring in the office of a Convenor, the Convenors may appoint a Member to temporarily fill the vacancy and the Member so appointed is to hold office, subject to this Constitution, until the conclusion of the Annual General Meeting next following the date of the appointment.

27.2 A casual vacancy in the office of a Convenor occurs, and the Convenors may declare a position vacant, if a Convenor:

- (a) dies;
- (b) ceases to be a Member;
- (c) becomes an insolvent under administration within the meaning of the *Corporations Act 2001* of the Commonwealth;
- (d) resigns by written notice to the Chair, or if the resigning Convenor is the Chair

to by written notice to the Secretary, and that resignation is accepted by resolution of the Convenors;

- (e) is removed from office under clause 30;
- (f) becomes permanently incapacitated by mental or physical ill health;
- (g) is absent from three or more consecutive duly convened Convenors' Meetings;
- (h) is absent from three or more duly convened Convenors' Meetings in a Financial Year, without prior apology;
- (i) is guilty of conduct which the other Convenors (acting reasonably) consider discredits CAA Australasia;
- (j) is convicted of an offence involving fraud or dishonesty for which the maximum penalty on conviction is imprisonment for not less than 3 months; or
- (k) is prohibited from being a director of a company under Part 2D.6 (Disqualification from managing corporations) of the *Corporations Act 2001* (Cth).

28 NOMINATION AND ELECTION OF CONVENORS

28.1 Nominations of candidates for election as Convenors must be:

- (a) made in writing proposed by the Member nominating as a candidate; and
- (b) received by the Secretary at least 14 days prior to the Members' Meeting before the date fixed for the holding of the Annual General Meeting at which the election is to take place; and
- (c) is seconded verbally or in writing from the floor of the Annual General Meeting at which the election is to take place.

28.2 Nominations, whether written or verbal, must not be accepted from the floor of the Annual General Meeting at which the election is to take place except where:

- (a) no written nominations have been received for an office of Convenor position; or
- (b) where there are insufficient nominations received for the position by the due date for nomination, in which case the Chair presiding over the meeting must call for further nominations from the floor.

28.3 If further nominations from the floor are taken under clause 28.2(b) and the nominations received:

- (a) are insufficient, then any vacant Convenor positions remaining are taken to be casual vacancies;
- (b) are equal to the number of vacancies to be filled, the persons nominated are taken to be elected; and

- (c) exceed the number of vacancies to be filled, a ballot is to be held and conducted in such usual and proper manner as the Convenors direct.
- 28.4 A person nominated as a candidate for election as an office-bearer or Convenor must be a Member.
- 28.5 A person eligible for election or re-election under this clause 28 may propose or second themselves for election or re-election and vote for themselves.
- 28.6 If an election to fill Convenor positions is necessary at any Members' Meeting, a returning officer must be appointed by the Conveners and this person may be from amongst the Members present, but not a candidate for election.
- 28.7 Each candidate in the election may appoint a scrutineer from the Members present.
- 29 DISCLOSURE OF PECUNIARY INTEREST HELD BY CONVENORS**
- 29.1 A Convenor having any direct or indirect pecuniary interest in a contract, or a proposed contract, made by or in the contemplation of CAA Australasia (except if that pecuniary interest exists only by virtue of the fact that the Convenor is a member of a class of persons for whose benefit CAA Australasia is established), must:
 - (a) as soon as he becomes aware of that interest, disclose the nature and extent of his interest to the Conveners; and
 - (b) not take part in any deliberations or decision of the Conveners with respect to that contract.
- 29.2 Clause 29.1 does not apply with respect to a pecuniary interest that exists only by virtue of the fact that the Convenor is an employee of CAA Australasia.
- 29.3 The Secretary must cause every disclosure made under clause 29.1 by a Convenor to be recorded in the minutes of the Conveners' Meeting at which it is made.
- 30 REMOVAL OF CONVENORS**
- 30.1 CAA Australasia in General Meeting may by Special Resolution remove any Convenor from office, upon the recommendation of the other Conveners (only), before the expiration of his term of office and may by resolution appoint another Member to hold office as Convenor until the expiration of the term of office of the Convenor so removed.
- 30.2 If a Convenor to whom a proposed resolution referred to in clause 30.1 makes representations in writing to the Secretary or Chair (not exceeding a reasonable length) and requests that the representations be notified to the Members, the Secretary or the Chair may send a copy of the representations to each Member or, if the representations are not so sent, the Convenor is entitled to require that his representations be read out at the meeting at which the resolution is considered.
- 31 CONVENORS' MEETINGS**
- 31.1 The Convenors must meet together at a Convenors' Meeting for the discharge of business at least once each calendar year at such place and time as the Convenors may determine. Convenors' Meetings may be held using any means

of technology that allow each Convenor attending to hear and be heard by the meeting.

31.2 Additional meetings of the Convenors may be convened by the Chair or by at least half of the Convenors at any time. The Convenors may adjourn a Convenors' Meeting or call additional Convenors' Meetings as they see fit.

31.3 The Chair must determine the date, time and place of Convenors' Meetings.

32 NOTICE OF CONVENORS' MEETINGS

32.1 Oral or written notice of a Convenors' Meeting must be given by the Secretary to each of the Convenors at least 30 days (or such other period as may be unanimously agreed on by the Conveners) before the time appointed for the holding of the Conveners' Meeting.

32.2 Notice of a meeting given under clause 32.1 must specify:

(a) the place, date and time of the meeting and the technology that will be used to facilitate this; and

(b) the general nature of the business to be transacted at the meeting.

32.3 No business other than the business specified in the notice of Conveners' Meeting is to be transacted at the meeting, except business which the Conveners present at the meeting unanimously agree to treat as urgent business.

32.4 If any Convenor is not sent notice of a Convenors' Meeting, then the Conveners' Meeting and any resolutions passed at that meeting are invalid.

32.5 If less than 30 days' notice is given to any Convenor of any Convenors' Meeting, then the meeting and any resolutions passed at that meeting are invalid, unless all Conveners consent to notice being sent less than 30 days before the meeting.

32.6 Subject to this Constitution, the procedure and order of business to be followed at Conveners' Meetings must be determined by the Conveners present at the Conveners' Meeting.

33 QUORUM FOR CONVENORS' MEETINGS

33.1 Any four Convenors constitute a quorum for the transaction of the business of a Convenors' Meeting.

33.2 No business is to be transacted by the Convenors unless a quorum is present and if, within half an hour of the time appointed for the meeting, a quorum is not present, the meeting is to stand adjourned to the same place and at the same hour of the same day in the following week.

33.3 If at the adjourned meeting a quorum is not present within half an hour of the time appointed for the meeting, the meeting is to be dissolved.

33.4 The Chair presiding at a Convenors' Meeting may, with the consent of a Convenors' Meeting at which a quorum is present, and must if so directed by

such a Convenors' Meeting, adjourn that Convenors' Meeting from time-to-time and from place-to-place.

- 33.5 When a Convenors' Meeting is adjourned for a period of 30 days or more, the Secretary must give notice under clause 32.1 of the adjourned Convenors' Meeting as if that Convenors' Meeting were a fresh Convenors' Meeting.

34 CHAIR AT CONVENORS' MEETINGS

- 34.1 All Convenors' Meetings must be presided over by the Chair.
- 34.2 In the event of the absence from a Convenors' Meeting of the Chair, a Convenor elected by the other Convenors present at the Convenors' Meeting is to preside at that Convenors' Meeting.
- 34.3 The Chair presiding over a Convenors' Meeting determines the order and proceedings of that Convenors' Meeting, subject to this Constitution and the Act.

35 VOTING AT CONVENORS' MEETINGS

- 35.1 Questions arising at Convenors' Meetings are to be determined by a simple majority of votes of the Convenors present at the meeting.
- 35.2 Each Convenor present at a Convenors' Meeting (including the Chair presiding over the meeting) is entitled to one vote but, in the event of an equality of votes on any question, the Chair presiding over the meeting may exercise a second or casting vote.
- 35.3 The Convenors may pass a resolution without a Convenors' Meeting being held if all of the Convenors 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. The resolution is passed when the last Convenor signs.
- 35.4 For the purposes of clause 35.3:
- (a) separate copies of a document may be used for signing by the Convenors if the wording is identical in each copy;
 - (b) any document may be in the form of a facsimile transmission or email message; and
 - (c) such a document must be sent to every Convenor who is entitled to vote on the resolution by the Secretary.
- 35.5 Any written resolution passed in accordance with clause 35.3 satisfied any requirement in this Constitution or in the Act that the resolution be passed at a Convenors' Meeting.
- 35.6 Subject to clause 33.1, the Convenors may act despite any vacancy of a Convenor.
- 35.7 Any act or thing done or suffered, or purporting to have been done or suffered, by the Convenors is valid and effectual despite any defect that may afterwards be discovered in the appointment or qualification of any Convenors.

36 MINUTES OF CONVENORS' MEETINGS

- 36.1 The Secretary must cause proper minutes of all proceedings of Conveners' Meetings to be taken and then entered within 30 days after the holding of the Conveners' Meeting in a minute book kept for that purpose.
- 36.2 The Chair presiding over the Conveners' Meeting must ensure that the minutes taken of a Conveners' Meeting under clause 36.1 are checked and signed as a correct record by the Chair of the Conveners' Meeting to which those minutes relate or by the Chair of the next Conveners' Meeting, as the case requires.
- 36.3 When minutes have been entered and signed as a correct record under clauses 36.1 and 36.2, they are, until the contrary is proved, evidence that:
- (a) the Conveners' Meeting to which they relate was duly convened and held;
 - (b) all proceedings recorded as having taken place at the Conveners' Meeting did in fact take place at that Conveners' Meeting; and
 - (c) all decisions purported to have been made at the Conveners' Meeting have been validly made.

Part 4 – Members' Meetings

37 MEMBERS' MEETINGS

Any meeting of the Members that is not an Annual General Meeting is a General Meeting.

38 ANNUAL GENERAL MEETINGS – HOLDING OF

38.1 The Conveners must convene the first Annual General Meeting within 18 months after CAA Australasia's registration under the Act.

38.2 The Conveners must convene an Annual General Meeting in each calendar year:

- (a) within 6 months after the close of CAA Australasia's financial year, or
- (b) within such later time as may be allowed by the Director-General or prescribed by the Regulation.

38.3 Each Annual General Meeting must be, where practicable, held at the annual conference of the CAA International, whether or not:

- (a) the Members are members of the CAA International; and
- (b) the Members are attending the annual conference of the CAA International.

38.4 If it is not practicable to hold the Annual General Meeting at the annual conference of the CAA International, then the Conveners must call an Annual General Meeting to be held at such other time and place the Conveners think fit.

39 ANNUAL GENERAL MEETINGS – BUSINESS AT

39.1 In addition to any other business which may be transacted at an Annual General Meeting, the business of an Annual General Meeting is to include the following:

- (a) to confirm the minutes of the last preceding Annual General Meeting and of any General Meeting held since that meeting;
- (b) to receive from the Conveners reports on the activities of CAA Australasia during the last preceding financial year;
- (c) to elect Conveners of CAA Australasia; and
- (d) to receive and consider any financial statement or report required to be submitted to Members under the Act.

39.2 An Annual General Meeting must be specified as such in the notice convening it.

40 GENERAL MEETINGS – CALLING OF

40.1 The Conveners may, whenever they think fit, convene a General Meeting.

40.2 The Conveners must, on the requisition in writing of at least two Members (or such other minimum number of Members as the Conveners determine from time-to-time), convene a General Meeting.

40.3 A requisition of Members for a General Meeting:

- (a) must state the purpose or purposes of the meeting;
- (b) must be signed by the Members making the requisition;
- (c) must be lodged with the Secretary; and
- (d) may consist of several documents in a similar form, each signed by one or more of the Members making the requisition.

40.4 If the Convenors fail to convene a General Meeting to be held within one month after that date on which a requisition of Members for the meeting is lodged with the Secretary, any one or more of the Members who made the requisition may convene a General Meeting to be held not later than three months after that date.

40.5 A General Meeting convened by a Member or Members as referred to in clause 40.4 must be convened as nearly as is practicable in the same manner as General Meetings are convened by the Convenors.

41 NOTICE OF MEMBERS' MEETINGS

41.1 The Secretary must give to all Members at least 30 days' notice of a Members' Meeting specifying:

- (a) the place, date and time of the Members' Meeting and if the Members' Meeting is to be held in two or more places, the technology that will be used to facilitate this;
- (b) the general nature of the business proposed to be transacted at the meeting as follows:
 - (i) first, the consideration of the accounts and reports of the Convenors (if required);
 - (ii) second, the election of Convenors to replace outgoing Convenors (if required); and
 - (iii) third, any other business requiring consideration by CAA Australasia at the meeting;
- (c) a place and facsimile number, and optionally an electronic address or other electronic means, for the purposes of proxy appointment or proxy appointment authorities; and
- (d) if a Special Resolution is to be proposed at the meeting, an intention to proposed the Special Resolution and a statement of such resolution.

41.2 The Secretary must give a notice under clause 41.1 by:

- (a) posting the notice of meeting on CAA Australasia's website; and
- (b) sending the notice to all Members' email addresses listed against the names of Members on the Register of Members.

- 41.3 No business other than that specified in the notice convening a Members' Meeting is to be transacted at the meeting except, in the case of an Annual General Meeting, business which may be transacted under clause 39.1.
- 41.4 A Member desiring to bring any business before a Members' Meeting may give notice in writing of that business to the Secretary who must include that business in the next notice calling a Members' Meeting given after receipt of the notice from the Member.

42 QUORUM FOR MEMBERS' MEETINGS

- 42.1 A quorum at a Members' Meeting is four Members present in person or by proxy.
- 42.2 No item of business is to be transacted at a Members' Meeting unless a quorum of Members is present during the time the meeting is considering that item.
- 42.3 If within one hour after the appointed time specified for the commencement of a Members' Meeting in a notice given under clause 41.1 a quorum is not present, the meeting:
- (a) if convened on the requisition of Members, is to be dissolved; and
 - (b) in any other case, is to stand adjourned to a date and a time and to a venue or via a technology to facilitate the meeting being held in two or more places as agreed by the majority of Members present at the Members' Meeting as soon as practicable following the adjournment. If a majority cannot be reached, the Chair has a casting vote to determine when, where and how an adjourned Members' Meeting will be reconvened.

43 CHAIR AT MEMBERS' MEETINGS

- 43.1 All Members' Meetings must be presided over by the Chair.
- 43.2 In the event of the absence from a Members' Meeting of the Chair, a Member elected by the other Members present at the Members' Meeting is to preside as chairperson at the Members' Meeting.
- 43.3 The Chair presiding over a Members' Meeting determines the order and proceedings of that Members' Meeting, subject to this Constitution and the Act.

44 ADJOURNMENT

- 44.1 The chairperson of a Members' meeting at which a quorum is present may, with the consent of the majority of Members present at the meeting, adjourn the meeting from time-to-time and place-to-place. There must not be any business transacted at an adjourned meeting other than the business left unfinished at the Members' Meeting at which the adjournment took place, unless otherwise agreed by the majority of Members present at the adjourned Members' Meeting. If a majority cannot be reached, the Chair presiding over the meeting has a casting vote to determine whether additional business or items not on the agenda will be transacted at the adjourned Members' Meeting.
- 44.2 If a Members' Meeting is adjourned for 30 days or more, the Secretary must give

notice under clause 41.1 of the adjourned Members' Meeting to each Member as if that Members' Meeting were a fresh Members' Meeting.

- 44.3 Except as provided in clauses 44.1 and 44.2, notice of an adjournment of a Members' Meeting or of the business to be transacted at an adjourned Members' Meeting is not required to be given.

45 MAKING OF DECISIONS AT MEMBERS' MEETINGS

- 45.1 A question arising at a Members' Meeting is to be determined by either:

- (a) a show of hands; or
- (b) if on the motion of the Chair or if five or more Members present at the meeting decide that the question should be determined by an electronic ballot.

- 45.2 If the question is to be determined by a show of hands, a declaration by the Chair that a resolution has, on a show of hands, been carried or carried unanimously or carried by a particular majority or lost, or an entry to that effect in the minute book of CAA Australasia, is evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against that resolution.

- 45.3 If the question is to be determined by an electronic ballot, the ballot is to be conducted in accordance with the directions of the Chair.

46 VOTING AT MEMBERS' MEETINGS

- 46.1 A Member's right to vote on any question arising at a Members' Meeting under clause 7.1(b) entitles a Member to one vote only.

- 46.2 All resolutions of Members will be passed by Ordinary Resolution except resolutions specifically proposed to be passed by Special Resolution in the notice of meeting to which they relate or are one of the following:

- (a) a resolution to apply to the Director-General for registration or incorporation as a prescribed body corporate;
- (b) a resolution to alter or rescind this Constitution (in which case clauses 53 and 54 apply);
- (c) a resolution to apply for voluntary winding up of CAA Australasia; or
- (d) a resolution required to be passed by Special Resolution under the Act, Regulation or any other applicable law.

- 46.3 Ordinary Resolutions will be carried if a simple majority of the Members entitled to vote on the resolution vote in favour of the resolution.

- 46.4 A Special Resolution will be carried if three quarters of the Members entitled to vote on the resolution vote in favour of the resolution in accordance with section 39 of the Act.

- 46.5 In the case of an equality of votes on a question at a Members' Meeting, the Chair

presiding over the meeting is entitled to exercise a casting vote.

- 46.6 A declaration by the Chair that a resolution has been passed at the Members' Meeting will be evidence of that fact.
- 46.7 The Members may pass a resolution without a Members' Meeting being held if all the Members 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. The resolution is passed when the last Member signs.
- 46.8 For the purposes of clause 46.7:
- (a) separate copies of a document may be used for signing by the Members if the wording is identical in each copy;
 - (b) any document may be in the form of a facsimile transmission or email message; and
 - (c) such document must be sent to every Member who is entitled to vote on the resolution.
- 46.9 Any written resolution passed in accordance with clause 46.7 satisfies any requirement in this Constitution or in the Act that the resolution be passed at a Members' Meeting.
- 46.10 A Member is not entitled to vote at any Members' Meeting unless all money due and payable by the Member to CAA Australasia has been paid.

47 PROXY VOTING

- 47.1 If a Member is unable to attend a Members' Meeting or any part of a Members' Meeting, the Member may appoint another person to attend and vote at that Members' Meeting on their behalf.
- 47.2 All appointments of proxies must be in writing and signed by the Member making the appointment.
- 47.3 The document appointing a proxy must be in the hands of the Chair prior to the commencement of business.

48 POSTAL BALLOTS

- 48.1 CAA Australasia may hold a postal ballot to determine any issue or proposal (other than an appeal under clause 18) which, for the avoidance of doubt, may be conducted by postal mail, facsimile transmission, email message or any other means as determined by the Conveners.
- 48.2 A postal ballot is to be conducted in accordance with Schedule 3 to the Regulation.

49 MINUTES OF MEMBERS' MEETINGS

- 49.1 The Secretary must cause proper minutes of all proceedings of Members' Meetings to be taken and then entered within 30 days after the holding of the Members' Meeting, in a minute book kept for that purpose.

- 49.2 The Chair must ensure that the minutes taken of a Members' Meeting under clause 49.1 are checked and signed as a correct record by the Chair of the Members' Meeting to which those minutes relate or by the Chair of the next Members' Meeting, as the case requires.
- 49.3 When minutes have been entered and signed as a correct record under clauses 49.1 and 49.2, they are, until the contrary is proved, evidence that:
- (a) the Members' Meeting to which they relate was duly convened and held;
 - (b) all proceedings recorded as having taken place at the Members' Meeting did in fact take place at that Members' Meeting; and
 - (c) all appointments or elections purporting to have been made at the Members' Meeting have been validly made.

Part 5 – Administration

50 INSURANCE

CAA Australasia may effect and maintain such insurances as the Convenors determine are necessary or desirable.

51 FUNDS – SOURCE

51.1 The funds of CAA Australasia are to be derived from entrance fees and annual subscriptions of Members, donations and, subject to any resolution passed by CAA Australasia in General Meeting, such other sources as the Convenors determine.

51.2 All money received by CAA Australasia must be deposited as soon as practicable and without deduction to the credit of CAA Australasia's bank or other authorised deposit-taking institution account.

51.3 CAA Australasia must, as soon as practicable after receiving any money, issue an appropriate receipt.

52 FUNDS – MANAGEMENT

52.1 Subject to any resolution passed by CAA Australasia in General Meeting and clause 3.2, the funds of CAA Australasia are to be used in pursuance of the Objects in such manner as the Convenors determine.

52.2 All cheques, drafts, bills of exchange, promissory notes and other negotiable instruments must be signed by any two Convenors or employees of CAA Australasia authorised to do so by the Convenors.

53 CONSTITUTION

53.1 This Constitution binds every Member and CAA Australasia to the same extent as if every Member and CAA Australasia had signed and sealed this Constitution and agreed to be bound by all its provisions.

53.2 This Constitution may be amended, altered, clauses may be rescinded, or additional clauses made, at any Members' Meeting, by a Special Resolution, provided that:

- (a) the notice convening such meeting is given to Members in accordance with clause 41;
- (b) CAA Australasia has applied to the Director-General for registration of the change in Constitution in accordance with section 10 of the Act;
- (c) the Director-General has given his approval of the amendment and the amendment has been registered; and
- (d) an alteration of this Constitution does not take effect until clauses 53.2(b) and 53.2(c) are complied with.

53.3 Any amendments, alterations, rescissions or additions to this Constitution must be in accordance with the procedure set out in relevant sections of the Act and clause 53.2.

- 53.4 No amendment may be made to the Constitution which would:
- (a) render registration of CAA Australasia under the Act liable to cancellation;
 - (b) disentitle CAA Australasia to any exemption of relief from taxation; or
 - (c) disentitle any person to a tax deduction in respect of any gift, donation or other contribution to CAA Australasia.

53.5 Any amendments, alterations, rescissions or additions to this Constitution that are not in accordance with the procedure set out in relevant sections of the Act, and this clause 53 are deemed to be invalid.

53.6 Any amendments, alterations, rescissions or additions to this Constitution will only take effect after clause 53.2(c) has been complied with.

54 CHANGE OF NAME, OBJECTS AND CONSTITUTION

An application to the Director-General for registration of a change in CAA Australasia's name, Objects or this Constitution in accordance with section 10 of the Act is to be made by the Public Officer or a Convenor.

55 CUSTODY AND INSPECTION OF BOOKS ETC

55.1 Except as otherwise provided by this constitution, the Secretary must keep in his custody or under his control all records, books and other documents relating to CAA Australasia.

55.2 The following documents must be open to inspection, free of charge, by a Member at any reasonable hour:

- (a) records, books and other financial documents of CAA Australasia;
- (b) this Constitution; and
- (c) minutes of all Convenors' Meetings and Members' Meetings.

55.3 A Member may obtain a copy of any of the documents referred to in clause 55.2 on payment of a fee of not more than \$1 for each page copied.

56 FINANCIAL YEAR

The financial year of CAA Australasia is:

- (a) the period of time commencing on the date of incorporation of CAA Australasia and ending on the following 31 December; and
- (b) each period of 12 months after the expiration of the previous financial year of CAA Australasia, commencing on 1 January and ending on the following 31 December.

57 COMMON SEAL OF CAA AUSTRALASIA

57.1 CAA Australasia may have a common seal on which its corporate name appears in legible characters.

- 57.2 The common seal of CAA Australasia must not be used without the express authority of the Convenors and every use of the common seal must be recorded in the minute book referred to in clause 36.
- 57.3 The affixing of the common seal of CAA Australasia must be witnessed by at least two Convenors.
- 57.4 The common seal of CAA Australasia must be kept in the custody of the Secretary or of such other person as the Convenors decide from time-to-time.

58 INDEMNITY

- 58.1 In this clause, **Indemnified Person** means any person who is or has been a Member or a Convenor.
- 58.2 To the extent permitted by law, each Indemnified Person is indemnified out of the funds of CAA Australasia against any loss, liability, claim or cost incurred or made against the Indemnified Person in his capacity as such and 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, in each case other than as a result of his own dishonesty or unlawful act.
- 58.3 To the extent permitted by law, each Indemnified Person is immune and excused from any liability or claim to which the Indemnified Person may otherwise be subject in his capacity as such, other than a claim or liability resulting from his own dishonesty or unlawful act.
- 58.4 CAA Australasia may pay or agree to pay, a premium for a contract insuring a person who is or has been an Indemnified Person against liability incurred by the person in that capacity, including a liability for legal costs, unless:
- (a) CAA Australasia is forbidden by law to pay or agree to pay the premium; or
 - (b) the contract would, if CAA Australasia paid the premium, be made void by law.

59 DISTRIBUTION OF SURPLUS PROPERTY ON WINDING UP

- 59.1 CAA Australasia may be dissolved, wound up or amalgamated with another by a Special Resolution at a Members' Meeting called for such a purpose.
- 59.2 Where, in any case, it is proposed that the affairs of CAA Australasia should be amalgamated with those of any other body, and as a result of such amalgamation, CAA Australasia ceases to exist as a separate body, notice of the proposal must be given to the Members by post at least 28 days before the date appointed for the Members' Meeting to consider the proposal. Such notice must be accompanied by a memorandum setting out:
- (a) the advantages of such amalgamation prepared by such Convenors as are in favour; and
 - (b) the matters in opposition, prepared by such Convenors if any, as are averse to the proposal.

59.3 If upon the winding up of CAA Australasia there remains, after the satisfaction of the debts and liabilities of CAA Australasia and the costs, charges and expenses of winding up, any monies, properties or assets whatsoever of CAA Australasia **(Surplus Property)**, the Surplus Property:

- (a) must not be paid to or distributed among the Members or former Members;
and
- (b) must be given or transferred to another association incorporated under the Act which:
 - (i) has similar objects;
 - (ii) is not carried out for the purposes of profit or gain to its individual members; and
 - (iii) is determined by an Ordinary Resolution of the Members in a Members' Meeting.