
RULES

of:

Genesis Commerce Group Inc.

**An Incorporated Association under the
*Associations Incorporation Act 1985 (SA)***

CONTENTS

1	PRELIMINARY	1
1.1	Definitions	1
1.2	Interpretation	1
1.3	Headings	2
1.4	The Law	2
1.5	Amendment	2
2	NAME, OBJECTS AND POWERS	2
2.1	Name	2
2.2	Objects	2
2.3	Powers	2
2.4	Income and property	3
2.5	Winding-up	4
3	STATUS AND LIABILITY	4
3.1	Status	4
3.2	Liability	4
4	MEMBERSHIP	4
4.1	Members	4
4.2	Fees	4
4.3	Cessation	4
4.4	Transferability	5
4.5	Expulsion	5
4.6	Register of Members	5
5	GENERAL MEETINGS	5
5.1	Convening	5
5.2	Notice	6
5.3	Postponement	6
5.4	Quorum	6
5.5	Chairman	6
5.6	Adjournment	7
5.7	Voting	7
5.8	Equality of votes	7
5.9	Value	8
5.10	Records	8
5.11	Unpaid amounts	8
5.12	Objections	8
5.13	Proxies	8
6	MANAGEMENT COMMITTEE	8
6.1	Committee Members	8
6.2	Appointment	9
6.3	Term	9
6.4	Removal	9
6.5	Responsibilities	9
6.6	Delegation	10
6.7	Increase	10
6.8	Casual Vacancy	10
6.9	Vacancy	10
6.10	Disqualification	11
6.11	Remuneration prohibited	11
6.12	Powers	11
6.13	Proceedings	12
6.14	Conflicts	12
6.15	Quorum	12
6.16	Chairperson	12
6.17	Committees	13
6.18	Alternate Committee Members	13
6.19	Common Seal	13

7	GENERAL PROVISIONS	13
7.1	Records	13
7.2	Audit	14
7.3	Indemnity	14
7.4	Notices	14
7.5	Minutes	15

1 PRELIMINARY

1.1 Definitions

In these rules:

Activities means *small and medium business enterprises*.

Association means *Genesis Commerce Group Incorporated*.

Chairperson means the Chairman or other person elected to chair meetings.

Committee Member means a member of the Management Committee of the Association appointed to that office pursuant to clause 6.2 and includes an alternate Committee Member appointed to that office pursuant to clause 6.18.

General Resolution means a resolution that has been passed by a majority of the Members present at a general meeting and entitled to vote on the resolution.

Law means the *Associations Incorporation Act 1985 (SA)*.

Management Committee means the board comprised of the persons referred to in clause 6.1.

Member means any person who is for the time being registered as a Member of the Association.

Membership and Recruitment Co-ordinator means the person appointed to that office pursuant to clause 6.2.

Objects means the objects of the Association set out in clause 2.2.

Chairman means the person appointed to that office pursuant to clause 6.2.

Public Officer means the person appointed to that office pursuant to clause 6.2.

Referrals Recorder means the person appointed to that office pursuant to clause 6.2.

Retired Member means a person referred to in clause 4.3.

Secretary means the person appointed to that office pursuant to clause 6.2.

Social Co-ordinator means the person appointed to that office pursuant to clause 6.2.

Term means the period of approximately 1 year between each annual general meeting.

Treasurer means the person appointed to that office pursuant to clause 6.2.

Deputy Chairman means the person appointed to that office pursuant to clause 6.2.

1.2 Interpretation

In these rules, unless it is stated to the contrary:

- (a) the singular includes the plural and conversely;
- (b) where a word or phrase is given a defined meaning in these rules, any other part of speech or other grammatical form of that word or phrase has a corresponding meaning;
- (c) a reference to any legislation includes any amendment or replacement and all subordinate legislation;
- (d) words following the word *include* are not limited by anything preceding that word;
- (e) references to *agree*, *approve* or *consent* are references to agreement, approval or consent (as the case may be) in writing;
- (f) references to a person include a body corporate;
- (g) references to clauses are references to clauses in these rules.

1.3 Headings

Headings in these rules do not affect interpretation.

1.4 The Law

These rules are subject to the Law and in the event of any inconsistency between these rules and the Law, the Law shall prevail.

1.5 Amendment

These rules may be altered in the manner prescribed by the Law.

2 NAME, OBJECTS AND POWERS

2.1 Name

The name of the Association governed by these rules is “*Genesis Commerce Group Inc.*”.

2.2 Objects

The Objects of the Association are to:

- (a) promote and advance the common interests of Members who are engaged in the Activities (the **Principal Purpose**),

and in furtherance of the Principal Purpose to:

- (b) facilitate increased and improved Activities;
- (c) facilitate and foster the professional development of individuals engaged in Activities;
- (d) facilitate and provide an industry forum for Members to exchange skills, referrals and information and to facilitate, provide and develop support networks in respect of Activities (including cooperating and liaising with other similar bodies and businesses in South Australia);
- (e) do any other thing and make such agreements that are incidental or ancillary to, or necessary or convenient or desirable for, achieving the Objects.

2.3 Powers

- (a) Subject to the Law, the Association has the rights, powers and privileges of a natural person.
- (b) Without limiting clause 2.3(a), the Association has power to:
 - (i) purchase, take on lease or in exchange, hire or otherwise acquire any land, building, easement or property, real and personal, and any right or privilege which may be required for the purposes of or capable of being conveniently used in connection with, any of the objects of the Association and to sell, improve, demolish, manage, develop, exchange, lease, dispose of, turn to account or otherwise deal with all or any part of the Association. If the Association takes or holds any property which may be subject to any trust then the Association must only deal with it in such manner as is allowed by trust law;
 - (ii) co-operate with, subscribe to or become a member of any other association or organisation, whether incorporated or not, the objects of which are altogether or in part similar to those of the Association, provided that by such action the interests of the Association and Members will be advanced;
 - (iii) enter into any negotiations or arrangements with any government or authority, whether municipal, local or otherwise, which may seem beneficial to the Association’s objects or any of them, to obtain from any such government or authority any right, privilege or concession which the Association may think it desirable to obtain and to carry out, exercise and comply with any such arrangement, right, privilege or concession;
 - (iv) employ or engage persons as employees or agents and dismiss or suspend such persons as may be necessary or convenient for the purposes of the Association;

- (v) establish and support or aid in the establishment and support of institutions, funds, trusts and conveniences calculated to benefit employees or past employees of the Association or their dependants or connections, to grant pensions and allowances, make payment towards insurance and subscribe or guarantee money for charitable or benevolent objects, or for any public, general or useful object;
- (vi) construct, improve, maintain, develop, work, manage, carry out, alter, demolish or control any house, building, grounds, works or convenience which may seem calculated directly or indirectly to advance the Association's interests and to contribute to, subsidise or otherwise assist and take part in their construction, improvement, maintenance, development, working, management, carrying out, alteration, demolition or control;
- (vii) borrow, raise or secure the payment of money in any manner the Association may think fit and to secure the same or the repayment or 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 charged upon all or any of the Association's property (both present and future) and purchase, redeem or pay off any such security;
- (viii) issue debentures;
- (ix) grant a fixed or floating charge on its property;
- (x) make, draw, accept, endorse, discount, execute and issue promissory notes, bills of exchange, bills of lading and other negotiable or transferable instruments;
- (xi) take or hold mortgages, debentures, 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 purchasers and others;
- (xii) make any gift of property whether subject to any special trust or not, for any one or more of the objects of the Association;
- (xiii) collect and receive money by voluntary contribution, subscription, levy, donation, sale of goods or property and legacy for the objects of the Association;
- (xiv) invest and deal with the moneys of the Association not immediately required in such manner as may from time to time be decided, upon fixed or other deposit in any Australian bank, and such other securities as the Association thinks fit and notes, stocks, shares, debentures or securities of any Association whether public or private;
- (xv) lend money with or without security to persons, firms or corporations, being Members or not and on such terms as may from time to time seem appropriate;
- (xvi) prosecute or defend any matter before any court or tribunal, as may be deemed necessary or expedient;
- (xvii) apply for and receive any grants or monies from another incorporated or unincorporated body (including without limitation, a body established by the Commonwealth of Australia or any of its states or territories); and
- (xviii) do anything which it can do by law (including, those powers conferred by the Law).

2.4 Income and property

- (a) The income and property of the Association must be applied solely towards the Objects.
- (b) Subject to clause 2.4(c), the Members are not entitled to any part of the income or property of the Association.
- (c) A payment to a Member for services provided to the Association, goods supplied to the Association or rent for the use of premises leased or let to the Association, is not prohibited provided that the payment is made at arms-length and on commercially reasonable terms.

2.5 Winding-up

- (a) No Member is entitled to participate in the surplus assets (as defined in the Law) of the Association (if any) available for distribution on a winding-up.
- (b) The surplus assets (as defined in the Law) of the Association (if any) remaining for distribution on a winding-up must be distributed in accordance with the Law.

3 STATUS AND LIABILITY

3.1 Status

The Association is an incorporated association pursuant to the Law.

3.2 Liability

Subject to these rules and the Law, the Members are not liable to contribute towards the payment of costs, debts, expenses and liabilities of the Association.

4 MEMBERSHIP

4.1 Members

- (a) Subject to clause (b), any natural person (over the age of 18 years) or body corporate who engages in Activities is entitled to apply to be a Member of the Association by:
 - (i) being nominated by a Member (the **Proposer**) and seconded by another Member (both of whom shall personally know the person applying for membership);
 - (ii) submitting an application form in the form required by the Association from time to time.
- (b) Upon receipt of an application under clause 4.1(a), the Members may admit that person (the **Applicant**) as a Member if they are satisfied (in their absolute discretion) that the Applicant:
 - (i) is entitled to apply to be a Member of the Association;
 - (ii) does not carry on any Activity that is or will be the same or substantially the same Activity as any Activity carried on by any other Member of the Association; and
 - (iii) is of good repute, character and standing.
- (c) The Members need not give any reasons for a decision made under clause 4.1(b).

4.2 Fees

Each Member is liable to pay such fees as may be determined by a General Resolution of the Committee Members from time to time.

4.3 Cessation

- (a) A Member ceases to be a Member, if:
 - (i) the Member being a natural person, dies;
 - (ii) the Member being a body corporate, ceases its corporate existence (including, by way of deregistration or winding up);
 - (iii) the Member fails to pay any fee payable under these rules and that amount remains unpaid for more than 3 months (provided that the Committee Members may reinstate such a person as a Member on such terms as the Committee Members deem fit);
 - (iv) the Member is expelled as a Member pursuant to clause 4.5;
 - (v) the Member resigns as a Member by giving notice in writing to the Secretary; or
 - (vi) the Member fails to attend three consecutive Association meetings without prior apology or as otherwise agreed with the Committee.

- (b) Upon a Member ceasing to be a Member, the Member's rights and privileges cease.
- (c) Nothing in this clause 4.3 prejudices or affects a Member's obligation to pay any amount due and payable to the Association.

4.4 Transferability

The rights and privileges of a Member are personal to that Member and cannot be transmitted or transferred to any person.

4.5 Expulsion

- (a) Subject to clauses 4.5(b) and 4.5(c), the Committee Members may expel a Member if a Member:
 - (i) breaches any provision of these rules binding on the Member; or
 - (ii) engages in any conduct which, in the reasonable opinion of the Committee Members, is unbecoming of a Member or which is prejudicial or adverse to the interests of the Association.
- (b) The Committee Members can only expel a Member by a resolution passed by a two-thirds majority of the Committee Members.
- (c) The Committee Members cannot expel a Member unless they:
 - (i) give the Member not less than 30 days written notice of their intention to propose a resolution referred to in clause 4.5(b); and
 - (ii) allow the Member to present reasons why the Member should not be expelled by submitting written reasons not exceeding 1,000 words or by oral submissions to the Committee Members.

4.6 Register of Members

- (a) The Committee must maintain a register of Members in accordance with this clause 4.6.
- (b) In the absence of manifest error, the register of Members maintained in accordance with this clause 4.6 shall be conclusive evidence of membership of the Association.
- (c) The register must set out in respect of each Member:
 - (i) that Member's full name and current address;
 - (ii) the date on which that Member applied to be a Member and the date on which that application was accepted; and
 - (iii) if applicable, the date of and reason of termination of membership of that Member (including, if applicable, the date of the minute relating thereto).

5 GENERAL MEETINGS

5.1 Convening

- (a) A Committee Member may convene a general meeting of the Members at any time by notice to the Members (**general meeting notice**).
- (b) A general meeting notice must specify the place, date and time of meeting and state the general nature of the business to be transacted at the meeting.
- (c) If required by the law, the Association must as a minimum convene an annual general meeting in accordance with the Law and these rules.
- (d) Any group of Members comprising at least 10% in number of the Association may by written petition, request that the Committee Members convene a general meeting.
- (e) Such petition must set out the reasons for convening the general meeting and any proposed resolutions to be considered at the general meeting.

- (f) Upon receipt of such written petition, the Committee Members shall convene such a general meeting of the Members within 35 days of such requisition.
- (g) If a general meeting is not convened within 35 days pursuant to clause 5.1(f), the petitioning Members may convene a general meeting.
- (h) For the purposes of the convening a meeting pursuant to clause 5.1(g), the Committee Members shall (if requested) provide contact details of all Members to the petitioning Members so as to permit the petitioning Members to serve notice of the general meeting to all Members entitled to receive notice of general meetings. The reasonable expenses of serving notices and convening the general meeting shall be borne by the Association.

5.2 Notice

At least 1 month's notice must be given for a general meeting.

5.3 Postponement

- (a) Subject to the Law, the Committee Members may, no later than 72 hours before the time at which a general meeting is to be held in accordance with a general meeting notice:
 - (i) postpone that general meeting for a period not exceeding 90 days from the date set out in the general meeting notice; and/or
 - (ii) change the place at which that general meeting is to be held.
- (b) For the purposes of clause 5.3(a), the Committee Members must give written notice to all Members.
- (c) Any notice postponing a general meeting or changing the place at which it is to be held must specify the place, date and time of that meeting which when held will be deemed to have been duly convened pursuant to the notice first convening it.
- (d) The Committee Members may withdraw and cancel a general meeting notice other than a general meeting notice given to convene a meeting pursuant to the Law.
- (e) Written notice of the withdrawal and cancellation of a general meeting notice pursuant to this clause 5.3 must be given to all Members.

5.4 Quorum

- (a) No business will be transacted at any general meeting of the Members unless a quorum of Members is present at the time the meeting proceeds to business.
- (b) The quorum for a general meeting of the Members is 75% of the Members entitled to vote at that general meeting.
- (c) For the purpose of determining whether a quorum is present, a person attending as a proxy or as an attorney will be deemed to be a Member.
- (d) If a quorum is not present within 30 minutes from the time appointed for the meeting:
 - (i) where the meeting was convened on the requisition of Members, the meeting will be dissolved; or
 - (ii) in any other case:
 - (A) the meeting stands adjourned to a day, time and place as the Committee Members determine or, if no determination is made by the Committee Members, to the same day in the next week at the same time and place; and
 - (B) if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting, the meeting will be dissolved.

5.5 Chairman

- (a) The Chairman will preside as Chairperson at every general meeting during that person's term of office.

- (b) Where a general meeting is held and:
 - (i) the Chairman has not been elected; or
 - (ii) the Chairman is not present within 15 minutes after the time appointed for the holding of the meeting or is unwilling to act;

the Deputy Chairman will act as the Chairperson.

- (c) Where a general meeting is held and:
 - (i) the Chairman has not been elected; or
 - (ii) the Chairman is not present within 15 minutes after the time appointed for the holding of the meeting or is unwilling to act; and
 - (iii) the Deputy Chairman has not been elected; or
 - (iv) the Deputy Chairman is not present within 15 minutes after the time appointed for the holding of the meeting or is unwilling to act,

the Members present in person or by proxy or attorney and entitled to vote will elect one of their number to chair the meeting.

5.6 Adjournment

- (a) The Chairperson may, with the consent of any meeting at which a quorum is present, and will, if directed by the meeting, adjourn the meeting from time to time and from place to place.
- (b) No business will be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.
- (c) When a meeting is adjourned for 30 days or more, notice of the adjourned meeting must be given as in the case of an original meeting.
- (d) Except as provided by clause 5.6(c), it is unnecessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.

5.7 Voting

- (a) Any resolution put to the vote of the Members at any general meeting will be decided on a show of hands unless, before or on the declaration of the result of the show of hands, a poll is demanded by:
 - (i) the Chairperson; or
 - (ii) Members present in person or by proxy or attorney and representing not less than 10% of the total voting rights of all the Members entitled to vote.
- (b) Unless a poll is demanded, a declaration by the Chairperson that a resolution has on a show of hands been carried, carried unanimously, by a particular majority, or lost, is conclusive.
- (c) An entry in the book containing the minutes of the proceedings of the Association regarding the result of a resolution is conclusive evidence of the fact without proof of the number or proportion of votes recorded in favour of or against the resolution.
- (d) If a poll is properly demanded, it will be taken as the Chairperson directs and the result of the poll will be a resolution of the meeting at which the poll was demanded.
- (e) A poll demanded for the election of a Chairperson or on a motion to adjourn a meeting will be taken immediately.

5.8 Equality of votes

In the case of an equality of votes, whether on a show of hands or on a poll, the Chairperson of that meeting does have a casting vote.

5.9 Value

Subject to any rights or restrictions attached to any Membership rights, every Member present in person or by proxy or attorney only has one vote, whether on a show of hands, a poll or otherwise.

5.10 Records

- (a) At every general meeting of the Members, the Treasurer will make available a register recording all contributions made by Members and the dates on which each of those contributions were made.
- (b) The register is conclusive evidence of the contributions of each Member and the dates on which each of those contributions were made.

5.11 Unpaid amounts

A Member is not entitled to vote at a general meeting unless all amounts presently payable by that Member have been paid.

5.12 Objections

- (a) An objection may be raised to the qualification of a voter only at the meeting or adjourned meeting at which the vote objected to is given or tendered.
- (b) Any such objection will be referred to the Chairperson whose decision is final.
- (c) A vote not disallowed pursuant to such an objection is valid for all purposes.

5.13 Proxies

- (a) A document appointing a proxy must be in writing and signed by the appointer or by that appointer's properly appointed attorney.
- (b) A document appointing a proxy may specify the manner in which the proxy is to vote in respect of a particular resolution.
- (c) Where a proxy document provides, the proxy is not entitled to vote on the resolution except as specified in the document.
- (d) A proxy document will be deemed to confer authority to demand or join in demanding a poll.
- (e) A proxy document will not be treated as valid unless the document is deposited at the registered office of the Association:
 - (i) not less than 48 hours before the time for holding the meeting or an adjourned meeting at which the person named in the instrument proposes to vote; or
 - (ii) in the case of a poll, not less than 24 hours before the time appointed for the taking of the poll.

6 MANAGEMENT COMMITTEE

6.1 Committee Members

- (a) Subject to clause 6.2(b), the Association must at all times have no less than 4 individual Committee Members (excluding any alternate Committee Members).
- (b) The Committee Members of the Association are:
 - (i) the Chairman;
 - (ii) the Deputy Chairman;
 - (iii) the Secretary;
 - (iv) the Treasurer;
 - (v) the Membership and Recruitment Co-ordinator;
 - (vi) the Referrals Recorder;

- (vii) the Social Co-ordinator; and
 - (viii) the Public Officer.
- (c) A person agreed by all the Committee Members shall also be the public officer of the Association for the purposes of the Law and the *Income Tax Assessment Act 1936* (Cth).

6.2 Appointment

- (a) Each Committee Member must be a Member and must be a natural person.
- (b) The initial Committee Members appointed are those elected by General Resolution of the Members at the first general meeting and:
 - (i) a person may hold more than one office as Committee Member (and exercise his right to vote in each of those several offices);
 - (ii) for the purposes of establishing a quorum under these rules, each office that a person holds shall be counted as a separate person.
- (c) All subsequent Committee Members are appointed by:
 - (i) giving notice to the Secretary before the next annual general meeting of their proposed nomination for appointment (provided that the Members may by General Resolution waive this requirement); and
 - (ii) General Resolution by the voting Members at each annual general meeting.
- (d) A Member is not prohibited from voting for any Committee Member (including himself) at a general meeting.

6.3 Term

- (a) Committee Members hold office until the next annual general meeting after their appointment.
- (b) A Committee Member whose term of office expires is eligible for re-appointment.

6.4 Removal

A Committee Member may be removed by General Resolution of the Members in general meeting and a replacement Committee Member may be appointed by General Resolution in that Committee Member's place.

6.5 Responsibilities

- (a) The Chairman is responsible for:
 - (i) chairing the general meetings of the Association and meetings of the Management Committee;
 - (ii) the day to day management of the Association's affairs; and
 - (iii) providing a report to the annual general meeting of the Association.
- (b) The Deputy Chairman is responsible for:
 - (i) assisting the Chairman; and
 - (ii) acting in the absence of the Chairman.
- (c) The Secretary is responsible for:
 - (i) keeping adequate records of the Association's activities;
 - (ii) coordinating Meetings of the Association;
 - (iii) keeping records of the Members in accordance with clause 4.6;

- (iv) circulating notices of the Association's meetings; and
 - (v) presenting the annual report of the Association to the annual general meeting.
- (d) The Treasurer is responsible for the financial affairs of the Association, including:
- (i) maintaining adequate records of the Association's financial activities;
 - (ii) liaising with the Public Officer regarding taxation matters;
 - (iii) presenting financial reports to the annual general meeting for the preceding financial year which must be audited if so required by the Law; and
 - (iv) presenting budgets identifying the anticipated source and application of funds to the annual general meeting.
- (e) The Membership and Recruitment Co-ordinator is responsible for membership and recruitment related affairs of the Association.
- (f) The Referrals Recorder is responsible for recording referrals within the Association.
- (g) The Social Co-ordinator is responsible for the social activities and events of the Association.
- (h) The Public Officer is responsible for:
- (i) fulfilling the duties of a public officer under the Law, the *Income Tax Assessment Act 1936* (Cth) and the *Income Tax Assessment Act 1997* (Cth); and
 - (ii) lodging such periodic returns required of the Association by the Law.

6.6 Delegation

The Committee Members may delegate additional responsibilities to a Committee Member as the Committee Members may decide.

6.7 Increase

The Members may, from time to time, by General Resolution passed at a general meeting increase or reduce the number of Committee Members.

6.8 Casual Vacancy

The Members have the power at any time and from time to time to appoint any Member either to fill a casual vacancy or as an addition to the existing Committee Members, but so that the total number of Committee Members shall not at any time exceed the numbers fixed in accordance with these rules. Any Committee Members so appointed shall hold office until the next annual general meeting.

6.9 Vacancy

Subject to clause 6.10, the office of a Committee Member shall become vacant if:

- (a) the Committee Member is not permitted at law to act as a Committee Member or officer of an association or the Association;
- (b) the Committee Member has his office vacated by operation of the Law;
- (c) the Committee Member ceases to be a Member of the Association by operation of the Law or these rules;
- (d) the Committee Member 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) the Committee Member resigns his office by notice in writing to the Association;
- (f) the Committee Member is absent for more than 6 months without the permission of the Members for meetings of the Members held during that period;

- (g) the Committee Member is absent for more than 6 months without the permission of the other Committee Members for meetings of the Committee Members held during that period; or
- (h) the Committee Member is directly or indirectly interested in any contract or proposed contract with the Association except where disclosure has been made by the Committee Member of such interests as required by the Law.

6.10 Disqualification

- (a) Subject to the Law, no Committee Member will be disqualified by the holding of that office from:
 - (i) accepting or holding any office of profit except that of auditor of the Association or any body corporate in which the Association is a shareholder or otherwise interested; or
 - (ii) contracting with the Association as either a vendor, purchaser or otherwise in any manner,nor will:
 - (iii) any such contract or any contract or arrangement entered into by or for the Association in which any Committee Member is in any way interested be avoided; nor
 - (iv) any Committee Member be liable to account to the Association for any profit arising from any such office or place of profit or realised by any such contract or arrangement because of that Committee Member holding that office or because of the fiduciary relationship established because of that office,

but the Committee Member must disclose that interest (**interest**) at the meeting of the Committee Members at which the contract or arrangement is first considered if the interest then exists or in any other case at the first meeting of the Committee Members after the acquisition of the interest.

- (b) If a Committee Member becomes interested in a contract or arrangement after it has been made or entered into, the disclosure of that interest must be made at the first meeting of the Committee Members held after that Committee Member becomes interested.

6.11 Remuneration prohibited

- (a) The Association is prohibited from remunerating Committee Members.
- (b) Subject to the Committee Members' approval, the Committee Members may be paid all travelling and other expenses properly incurred by them:
 - (i) in attending and returning from meetings of the Committee Members, meetings of any committee of the Committee Members or general meetings of the Association; or
 - (ii) otherwise in connection with the business of the Association.

6.12 Powers

- (a) Subject to the Law and to these rules, the business of the Association and all funds and property of the Association will be managed by the Committee Members who may exercise all powers of the Association which are not, by the Law or these rules, required to be exercised by the Members.
- (b) Without limiting clause 6.12(a), the Committee Members may exercise all the powers of the Association.
- (c) The Committee Members may appoint such employees or contractors as are required to carry out the Objects and may discuss or delegate any of its powers to such officers, employees and contractors.
- (d) The Committee Members may, by power or attorney, appoint any person to be the attorney of the Association for any purpose, with any powers, authorities and discretion (being powers, authorities and discretions vested in or exercisable by the Committee Member), for any period and subject to any conditions it thinks fit.
- (e) Any power of attorney granted under clause 6.12(d) may contain provisions for the protection and convenience of persons dealing with the attorney as the Committee Members think fit.

- (f) All cheques, promissory notes, banker's drafts, bills of exchange and other negotiable instruments, and all receipts for money paid to the Association, must be signed, drawn, accepted, endorsed or otherwise executed, as the case may be, by any 2 Committee Members or in such other manner as the Committee Members determine.

6.13 Proceedings

- (a) The Committee Members may meet together either in person or (subject to clause 6.13(f)) by telephone or any other form of instantaneous communication for the dispatch of business.
- (b) The Committee Members may also adjourn and otherwise regulate meetings and proceedings of the Committee Members as they think fit in accordance with the Law.
- (c) A Committee Member may, at any time, and the Chairman must on the requisition of a Committee Member, convene a meeting of the Committee Members.
- (d) Issues arising at a meeting of Committee Members will be decided by a majority of votes of Committee Members present and voting and any such decision will for all purposes be deemed a decision of the Committee Members.
- (e) A decision in which all of the Committee Members concur is a resolution of the Committee Members notwithstanding that it is not made at a meeting of the Committee Members.
- (f) The Committee Members will cause a record to be kept of any resolution made under clause 6.13(e).

6.14 Conflicts

- (a) Subject to the Law and these rules, a Committee Member who has a material personal interest in any matter that is being considered at a meeting of the Committee Members:
 - (i) must not vote on the matter; and
 - (ii) must not be present while the matter (or proposed resolution of that kind) is being considered at the meeting.
- (b) Clause 6.14(a) does not apply if the Management Committee has passed a resolution that:
 - (i) specifies the Committee Member, the interest and the matter;
 - (ii) that interest and matter is one which the Law permits that Committee Member to vote on; and
 - (iii) states that the Committee Members voting for the resolution are satisfied that the interest should not disqualify the Committee Member from considering or voting on the matter.

6.15 Quorum

- (a) At a meeting of the Committee Members, the number of Committee Members whose presence is necessary to constitute a quorum is the number as determined by the Committee Members and, unless so determined, is 3.
- (b) If there is a vacancy or vacancies in the office of a Committee Member, the remaining Committee Members may act.
- (c) If the number of remaining Committee Members is not sufficient to constitute a quorum for a meeting of the Committee Members, they may act only for the purpose of increasing the number of Committee Members to constitute a quorum or for convening a general meeting of the Association.

6.16 Chairperson

- (a) The Chairman chairs meetings of the Committee Members.
- (b) Where a meeting of the Committee Members is held and:
 - (i) the Chairman has not been elected; or

- (ii) the Chairman is not present within 10 minutes after the time appointed for the holding of the meeting or is unwilling to act;

the Deputy Chairman will act as Chairperson.

- (c) Where a meeting of the Committee Members is held and:

- (i) the Chairman has not been elected; or
- (ii) the Chairman is not present within 10 minutes after the time appointed for the holding of the meeting or is unwilling to act; and
- (iii) the Deputy Chairman has not be elected; or
- (iv) the Deputy Chairman is not present within 10 minutes after the time appointed for the holding of the meeting or is unwilling to act,

the Committee Members present will elect one of their number to chair the meeting.

6.17 Committees

- (a) The Committee Members may delegate any of their powers to a committee or committees consisting of a number of Members (**sub-committee**) as they think fit.
- (b) A sub-committee will exercise the powers delegated in accordance with any directions of the Committee Members and a power so exercised will be deemed to have been exercised by the Committee Members.
- (c) The Members of a sub-committee may elect a Committee Member as chairman of their meetings and will carry on their business in accordance with the directions of the Committee Members.

6.18 Alternate Committee Members

- (a) A Committee Member may, with the approval of the other Committee Members, appoint a person (who must be a Member) to be an alternate Committee Member in the appointer's place during such period as that appointer thinks fit.
- (b) An alternate Committee Member is entitled to notice of meetings of the Committee Members and, if the appointer is not present at such a meeting, is entitled to attend and vote in the appointer's stead and to exercise all of the powers and rights of a Committee Member.
- (c) The appointment of an alternate Committee Member may be terminated at any time by the appointer notwithstanding that the period of the appointment of the alternate Committee Member has not expired, and terminates in any event if the appointer is removed from or vacates office as a Committee Member.
- (d) An appointment, or the termination of an appointment, of an alternate Committee Member is made by notice signed by the Committee Member who makes or made the appointment and served on the Secretary.

6.19 Common Seal

- (a) The Association shall maintain a common seal which shall bear the Association's name and registration number.
- (b) The Committee Members must authorise the affixing of the Association's common seal to any document and must be witnessed by a Committee Member and the Chairman or Deputy Chairman (or if both those positions are vacant, another Committee Member).

7 GENERAL PROVISIONS

7.1 Records

- (a) Subject to the Law, the Committee Members will determine whether and to what extent, at what time and places and under what conditions, the accounting records and other documents of the Association or any of them will be open to the inspection of Members other than Committee Members.
- (b) A Member other than a Committee Member does not have the right to inspect any document of the Association except as provided by law or authorised by the Committee Members or by the Association in general meeting.

7.2 Audit

If the Law requires the accounts of the Association to be audited:

- (a) Unless the provisions of the Law enable the Members to otherwise agree, the accounts of the Association will be audited once at least in every year.
- (b) Auditors of the Association will be appointed and may resign or be removed and their remuneration, rights and duties will be determined by the Management Committee.
- (c) A person must not be appointed or act as auditor of the Association if that person is not a qualified auditor or has been is disqualified under the provisions of the Law.
- (d) Every account of the Association when audited and approved by a general meeting will be conclusive except as regards any error discovered in that account within 3 months next after the approval of that account.

7.3 Indemnity

- (a) To the extent permitted by law, the Association will indemnify each Committee Member against any liability incurred by the Committee Member in or arising out of the conduct of the business of the Association or in or arising out of the discharge of the duties of the Committee Member.
- (b) To the extent permitted by law, in any case where the Committee Members consider it appropriate, the Association may execute a documentary indemnity in any form in favour of any Committee Member.
- (c) Where the Committee Members consider it appropriate to do so, the Association may, to the relevant extent, pay amounts by way of premium in respect of any contract effecting insurance on behalf or in respect of an Committee Member against liability incurred by the Committee Member in or arising out of the conduct of the business of the Association or in or arising out of the discharge of the duties of the Committee Member.
- (d) In this clause 7.3:
 - (i) Committee Member includes a former Committee Member;
 - (ii) duties of the Committee Member include, in any particular case where the Committee Members consider it appropriate, duties arising by reason of the appointment, nomination or secondment in any capacity of an Committee Member by the Association;
 - (iii) liability means all costs, charges, losses, damages, expenses, penalties and liabilities of any kind including, in particular, legal costs incurred in defending any proceedings (whether criminal, civil, administrative or judicial) or appearing before any court, tribunal, government authority or other body.

7.4 Notices

- (a) A notice may be given by the Association to any Member by:
 - (i) personal service;
 - (ii) sending it by email to the email address shown in the Register of Members or to the address supplied by that Member to the Association for delivery of notices;
 - (iii) sending it by facsimile to the facsimile number shown in the Register of Members or to the address supplied by that Member to the Association for delivery of notices; or
 - (iv) sending it by post to the address shown in the Register of Members or to the address supplied by that Member to the Association for delivery of notices.
- (b) Where a notice is sent by post, service of the notice will be deemed to be effected by properly addressing, prepaying and posting a letter containing the notice, and to have been effected:
 - (i) in the case of a notice of meeting, on the day after the date of its posting; and
 - (ii) in any other case, at the time at which the letter would be delivered in the ordinary course of post.

- (c) Where notice is sent by email or facsimile, service of the notice will be deemed to be effected by properly addressing and transmitting the email or facsimile and is deemed to have been effected:
 - (i) if the email or facsimile was transmitted before 5:00pm on a business day in the Association's state of incorporation, at 5:00pm on day of transmission; or
 - (ii) otherwise, at 5:00pm on the next business day in the Association's state of incorporation.

7.5 Minutes

- (a) Proper minutes of all proceedings of meetings of the Association and of meetings of the Management Committee, shall be entered within one month after the relevant meeting in minute books kept for the purpose.
- (b) The minutes kept pursuant to this rule shall be signed by the chairperson of the meeting at which the proceedings took place or by the chairperson of the next succeeding meeting.
- (c) Where minutes are entered and signed they shall until the contrary is proved be evidence that the meeting was convened and duly held, that all proceedings held at the meeting shall be deemed to have been duly held, and that all appointments made at a meeting shall be deemed to be valid.