

CORPORATIONS ACT

CONSTITUTION

OF THE

**ACCOUNTING AND FINANCE ASSOCIATION OF AUSTRALIA
AND NEW ZEALAND LTD
(ACN 091 255 908)**

Amended Constitution adopted as at 22 May 2003

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1. PRELIMINARY:

1.1 Name of the company

The name of the company is the Accounting and Finance Association of Australia and New Zealand Ltd CAN 091 255 908.

1.2 Type of company

The company is a not-for-profit company limited by guarantee, established to operate as a registered charity.

1.3 Definitions

In this Constitution, the following words and expressions have the meanings indicated unless the context requires otherwise.

'ACNC Act' means the *Australian Charities and Not-for-profits Commission Act 2012 (Cth)*.

'Annual Subscription' means the fee/fees imposed for membership of the AFAANZ and set at the Annual General Meeting.

'AFAANZ' means the Accounting and Finance Association of Australia and New Zealand.

'Application' means an application referred to in clause 40.

'Auditor' means the auditor of AFAANZ.

'By-laws' means the by-laws of AFAANZ made in accordance with clause 50.

'Chairperson' means the person elected to chair a meeting of Members of a meeting of the Board pursuant to this Constitution.

'Company' means the company referred to in clause 1.1.

'Constitution' means the constitution of AFAANZ as amended from time to time.

'Board' means the Board of Directors of AFAANZ constituted under this Constitution for the governance and control of AFAANZ.

'Board' includes any person occupying the position of Director of AFAANZ pursuant to the Corporations Act.

'Declaration of Results' means the results of the Election as determined by the Electoral Officer or Electoral Arbiter, as the case may be, pursuant to clause 38.12.

'Editor' means the person appointed by the Board from time to time pursuant to clause 45.2 of the Constitution to be Editor of the Journal.

'Executive Director' means the person appointed from time to time pursuant to clause 45.1.1 of the Constitution to a salaried position of Executive Director within AFAANZ.

'Elections' means the election of candidates to the Board, who are nominated and elected pursuant to clause 38.

'Electoral Officer' means the Manager or other person appointed by the Board pursuant to clause 38.4.

'Honorary Member' means a person admitted to membership as an Honorary Member in accordance with clause 13.1.

'Incoming Board' means each new Board which pursuant to clause 38.17 commences its terms on 1 August and completes its term on 31 July of the following year.

'Institutional Member' means not an individual and includes a Body Corporate, Academic Institution, Incorporated Entity either pursuant to the Corporations Act or Associations Incorporation Legislation or an Unincorporated Association.

'Journal' means the publication from time to time determined by the Board to be the official journal of AFAANZ and sent to all members or a segment of members periodically no matter by what method or in what form published and includes an electronic format.

'Life Member' means a Member admitted as a life member in accordance with clause 14.1.

'Manager' means the Manager of AFAANZ.

'Member' means a member in accordance with clause 6.2.

'Newsletter' means the AFAANZ Newsletter published by AFAANZ and sent to all members or a segment of members periodically no matter by what method or in what form published and includes an electronic format.

'Notice of Ballot' means a notice prepared by the Electoral Officer and containing the following information:

- (a) the days and times that voting opens and closes;
- (b) how votes may be cast;
- (c) where a person may find the policy statements of all candidates;
- (d) how a person may become a member of the AFAANZ;
- (e) that a person needs to be a member of the AFAANZ to vote;
- (f) how a member may submit a complaint; and
- (g) any other information which the Electoral Officer considers to be appropriate.

'Notice of Election' means a notice prepared by the Electoral Officer and containing the following information:

- (a) the date and times that the nominations open and close;
- (b) the date and times that campaigning may commence and close.

'Office' means the registered office of AFAANZ.

'Officer' means:

- (a) a Director as defined in this Constitution;
- (b) an officer as defined by the *Corporations Act*;
- (c) an employee or member of a committee;
- (d) a person appointed as trustee by, or acting as a trustee at the request of, AFAANZ or a related body corporate;

but does not include the Auditor.

'President' means the persons elected to the position from time to time in accordance with clause 38.

'President-Elect' means the Directors elected to the position in accordance with clause 38.

'Register' means the register of Members of AFAANZ.

'Registered address' means the preferred address (including an electronic address) of a Member notified by the Member and noted in the Register.

'Seal' means the common seal of AFAANZ.

'Secretary' means any person appointed by the Board pursuant to clause 52 and the Corporations Act to perform any of the duties of a Secretary of AFAANZ.

'Special Interest Groups' means a group created pursuant to clause 7.3.

'Treasurer' means the Treasurer of AFAANZ being a person elected in accordance with clause 40.2.

'Special Resolution' means a resolution passed by a majority of not less than 75 per cent of the votes cast at a meeting of the Board at which more than one half of all the Board are present and voting.

1.4 Interpretation

In this Constitution, unless the contrary intention appears:

- 1.4.1 words importing the singular include the plural and vice versa;
- 1.4.2 words importing any gender include the other gender;
- 1.4.3 words importing persons include corporations, and organisations whether incorporated or not;
- 1.4.4 subject to this Constitution, words and expressions defined in the *Corporations Act* have the same meaning in this Constitution;
- 1.4.5 headings are for ease of reference only and do not affect the construction of this Constitution; and
- 1.4.6 a reference to the *Corporations Act* is a reference to the *Corporations Act 2001* as modified and amended from time to time.

1.5 Corporations Act

An expression in a provision of this Constitution has the same meaning as in a provision of the *Corporations Act* that deals with the same matters as the provision, unless a contrary intention appears in this Constitution.

1.6 Replaceable Rules

To the extent permitted by law the replaceable rules in the *Corporations Act* do not apply to AFAANZ.

1.7 Purposes

AFAANZ is established for the purposes set out in clause 2.

2 OBJECTS:

2.4 Primary Objects

The primary objects of AFAANZ are, representing the interests of accounting and finance academics and other stakeholders, with a global network and links to other leading accounting and finance associations:

- 2.4.1 to enhance members research capabilities and the quality of research; enhance the impact of research and facilitate the undertaking of research that addresses issues of importance to society; to improve the communication of members' research outputs; and to foster research networking and collaboration opportunities;
- 2.4.2 to enhance the educational capabilities of members; to promote and facilitate education that is relevant to the accounting and finance professions; and to enhance the societal benefits flowing from education;
- 2.4.3 to facilitate engagement between members and the accounting and finance profession; facilitate engagement with regulators and standard setters; increase engagement between members; and facilitate engagement with similar and related associations both domestically and globally;
- 2.4.4 to encourage the study of accounting, finance and related disciplines within the general public, and, for that purpose to donate and to encourage the donation, on such terms and conditions as may from time to time be determined or prescribed, of a prize or prizes or other rewards or distinctions; and
- 2.4.5 to consider all questions affecting the interests of the accounting, finance and related disciplines and to initiate, promote, watch over, consider and, if necessary, to petition any organisation, any person or Parliament and to organise deputations in relation to those issues.

2.5 Secondary Objects

The secondary objects of the AFAANZ are:

- 2.5.1 to carry on or engage in any other business or undertaking or project which may seem to AFAANZ capable of being conveniently carried on in connection with or calculated directly or indirectly to further the objects of AFAANZ;
- 2.5.2 to communicate, affiliate, amalgamate or enter into a partnership or into any arrangement for union of interests, co-operation, joint venture, reciprocal, concession or otherwise with anybody whether incorporated or unincorporated having objects of a like nature to those of AFAANZ or carrying on, or engaged, in or about to carry on or engage in, any undertaking, project, business or transaction which AFAANZ is authorised to carry on or engage in or any undertaking, project, business or transaction capable of being conducted so as directly or indirectly to benefit or further the objects of AFAANZ;
- 2.5.3 to enter into any arrangements with any governments or authorities municipal, local or otherwise that may seem conducive to AFAANZ's objects or any of them and to obtain from any such government or authority any rights, privileges and concessions which AFAANZ may think it desirable to obtain and to carry out, exercise and comply with any such arrangements, rights, privileges and - concessions;
- 2.5.4 to promote any company or companies for the purpose of acquiring all or any of the property and rights and undertaking any of the liabilities of AFAANZ or for any other purpose which may seem directly or indirectly calculated to benefit or further the objects of AFAANZ;
- 2.5.5 generally to purchase, take on lease or in exchange hire or otherwise acquire any real and personal property and any rights or privileges which AFAANZ may think necessary or convenient for the purposes of its business or the furtherance of these objects, and to hold and use such property and to sell, improve, manage, develop, exchange, lease, mortgage, enfranchise, dispose of, turn to account or otherwise deal with all or any part of the real and personal property and the rights of AFAANZ;
- 2.5.6 to invest, lend and otherwise deal with moneys of AFAANZ not immediately required in such manner as may from time to time be determined;
- 2.5.7 to draw, make, accept, discount, execute and issue cheques, promissory notes, bills of exchange, bills of lading, warrants, debentures and other negotiable or transferable instruments, including to borrow and raise money in such manner and on such terms as AFAANZ considers appropriate;
- 2.5.8 to undertake and execute any trusts the undertaking of which may seem desirable and either gratuitously or otherwise;
- 2.5.9 to apply for and obtain under any order, Act of Parliament or Royal Charter, provisional or otherwise, for enabling AFAANZ to carry any of its objects into effect or for effecting any modification of the AFAANZ's Constitution or for any

other purpose which may seem expedient and to oppose any proceedings or applications which may seem calculated, directly or indirectly, to prejudice AFAANZ's interests or the interests of any Member or Members of AFAANZ;

- 2.5.10 to procure contributions to the funds of AFAANZ whether by way of donations subscriptions or otherwise and to accept any gift whether subject to a special trust or not for any one or more of these objects; and
- 2.5.11 to do all such other things as are incidental or conducive to the attainment of these objects and to the advancement of the interests of teachers, academics and researchers of accounting, finance and related disciplines.

The secondary objects specified in this clause are, except where otherwise expressed, to be independent secondary objects and shall be in no way limited or restricted by reference to or inference from the terms of any other paragraph or the name of AFAANZ, and any reference to accountancy or to the accountancy profession or finance and related discipline whenever used in this clause shall be deemed to extend to all activities from time to time commonly undertaken by teachers, academics and researchers in accounting, finance and related disciplines.

2.6 Powers in S124

AFAANZ can only exercise the powers in section 124 of the *Corporations Act* to:

- 2.6.1 carry out the objects in clause 2; and
- 2.6.2 do all things incidental or convenient in relation to the exercise of power provided for in clause 2.6.1.

3 INCOME AND-PROPERTY:

3.4 Application

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

3.5 Non-payment to Members

No income or property will be paid or transferred directly or indirectly, by way of dividend, bonus or otherwise to any Member or Director provided that nothing in this Constitution will prevent payment to a Member:

- 3.5.1 in return for any services rendered or goods supplied in the ordinary and usual course of business to AFAANZ; or
- 3.5.2 of interest at a rate not exceeding current bank overdraft rates of interest for moneys lent.

4 PAYMENTS TO DIRECTORS:

No payment will be made to any Director other than:

- (a) the payment or reimbursement of out of pocket expenses incurred by a Director in the performance of any duty as Director where the amount payable does not exceed an amount previously approved by the Board; payment for any service rendered to AFAANZ by the Board in a professional or technical capacity, other than in the capacity as Director, where the provision of the service has the prior approval of the Board and where the amount payable is approved by the Board and is not more than an amount which commercially would be reasonable payment for the service;
- (b) the payment of any salary or wage due to a Director as an employee of AFAANZ where the terms of employment have been approved by the Board;
- (c) the provision of a financial benefit to a Board to which subsection 212(1)(b) of the *Corporations Act* refers.

5 LIABILITY OF MEMBERS:

The liability of the Members is limited.

6 MEMBERS:

6.1 Number of Members

The number of Members with which AFAANZ proposes to be registered is unlimited.

6.2 Members of AFAANZ

The Members of AFAANZ will be:

- 6.2.1 the subscribers to this Constitution;
- 6.2.2 any person who automatically becomes a Member in accordance with this Constitution; and
- 6.2.3 any other persons whom the Board admits to membership in accordance with this Constitution.

7 MEMBERSHIP OF AFAANZ:

7.1 Classes of Member

The membership of AFAANZ is divided into the following classes:

- 7.1.1 Ordinary Member;
- 7.1.2 Institutional Member;
- 7.1.3 Life Member;
- 7.1.4 Honorary Member; and

7.1.5 any other class of membership, in addition to or instead of the classes described above, prescribed by the By-laws from time to time.

7.2 General Class

There is no general class of member other than those listed in clause 7.1.

7.3 Special Interest Groups

7.3.1 Various groups of Members may be grouped by the Board together and referred to as Special Interest Groups.

7.3.2 The Board may by Special Resolution vary the composition of Special Interest Groups, or add new Special Interest Groups or remove existing Special Interest - Groups.

7.3.3 The Special Interest Groups will comprise those members who express a desire to join or have an interest in the particular Special Interest Groups.

7.3.4 The Board may from time to time and in its discretion formulate the regulations for such Special Interest Groups.

8 MEMBERSHIP CONDITIONS:

8.1 Conditions.

An applicant for:

8.1.1 admission to membership of AFAANZ;

8.1.2 a change in class of membership;

must:

8.1.3 subject to clause 9 comply with the requirements set out in:

8.1.3.1 this Constitution; and

8.1.3.2 the By-laws (if any);

for admission to membership; and

8.1.4 comply with any other condition or possess any other qualification as the Board may in its absolute discretion determine (whether generally or in any particular case).

8.2 Refusal of Application

The Board may, in its absolute discretion and with or without giving reasons, refuse to:

- 8.2.1 accept any Application;
- 8.2.2 admit any applicant for membership; or
- 8.2.3 grant any application for a change in the class of membership to which a Member is admitted.

9 SPECIAL CASES:

The Board may by Special Resolution dispense with any or all of the requirements set out in this Constitution and the By-laws (if any) regarding admission to membership and admit a person to membership of AFAANZ or grant an application for a change in the class of membership to which the member is admitted.

- (a) if that person has extensive experience in teaching or research in accounting, finance and related disciplines; or
- (b) if that person has rendered valuable service in advancing the interests or excellence in the teaching or research in accounting finance or related disciplines; or
- (c) for any special reason which the Board resolves is sufficient.

10 APPLICATION FOR MEMBERSHIP:

10.1 Applications

Applications for membership of AFAANZ may be in writing or in electronic form, signed by the applicant, in a form approved, and containing the information required, by the Board from time to time in its absolute discretion.

10.2 Consideration of Application

At the next meeting of the Board after the receipt of an application for membership, the application will be considered by the Board. The Board may call on the applicant to supply any evidence of eligibility that it reasonably considers necessary.

10.3 Deferral

If the Board requires further evidence under clause 10.2, determination of the application will be deferred until that evidence has been supplied.

11. ADMISSION:

11.1 Notification and Fee

As soon as practicable following acceptance of an Application:

11.1.1 the Secretary will send the applicant written notice of the acceptance; and

11.1.2 if the payment has not already been requested, request payment of:

11.1.2.1 in the case of an applicant for admission to membership of AFAANZ, the prescribed entrance fee and annual subscription;

11.1.2.2 in the case of an applicant for a change in the class of membership to which the Member is admitted, such additional fee as may be prescribed.

11.2 Alternative Status

If:

11.2.1 an applicant for admission to a class of membership is found by the Board not to be eligible for membership of that class of membership; and

11.2.2 the Board finds the applicant eligible for admission to another class;

The Board may, if the applicant is willing to accept the admission, admit the applicant to membership of that other class.

11.3 Admission

An applicant will become a Member of the relevant class of Members of AFAANZ, and will be entitled to the privileges of membership, on payment of the amount requested under clause 11.1.2.

11.4 Non-payment

If an amount due under clause 11.1.2 is not paid within 28 days after the date the applicant is notified of acceptance, the Board may in its discretion cancel its acceptance of the applicant for membership of AFAANZ.

11.5 Membership Rights

The rights and privileges of every Member will be personal to each Member and will not be transferable by the Member's own act or by operation of law.

12 MEMBERSHIP LISTS:

The Board may by creating relevant By-laws from time to time create sub-classes of membership, on such terms and conditions as it deems appropriate, and provide for the creation of lists (containing such particulars as the Board may from time to time require) upon which the name and other required particulars of the Members within that sub-class must be recorded.

13 HONORARY MEMBERS:

13.1 Admission as an Honorary-Member:

13.1.1 The Board, on the motion of any Director (other than the candidate), may by Special Resolution admit any person to membership in any class as an Honorary Member of AFAANZ if that person has served AFAANZ in such a way as to entitle the person to the distinction and each Honorary Member shall be entitled to all the privileges of membership without the payment of any subscription, fee or other-amount.

13.1.2 Honorary Membership shall be available for distinguished visitors to Australia or New Zealand for persons whose services to the advancement of scholarship in accounting and related disciplines in the opinion of the Board merit the award of Honorary Membership such an award shall be for an initial period of one year but may in the Board's discretion be extended for further periods to be set by the Board.

13.2 Entry of name

The name of an Honorary Member must be entered in the Register in the class of membership to which the person is admitted.

13.3 Restrictions

An Honorary Member is not entitled to:

13.3.1 hold any office;

13.3.2 become a member of the Board; or

13.3.3 vote.

13.4 Forfeiture

The distinction of Honorary Membership may, for such cause as the Board deems fit, be forfeited by Special Resolution of the Board, and the Member will immediately cease to be an Honorary Member.

14 LIFE MEMBERS:

14.1 Admission as a Life Member

A Member:

14.1.1 who has rendered services to AFAANZ which the Board resolves by Special Resolution would entitle that Member to the distinction of Life Membership of AFAANZ; or

14.1.2 upon whom the Board, on the motion of any Director (other than the

candidate), resolves by Special Resolution to confer the distinction of Life Membership because of the Member's knowledge and experience in pursuits connected with excellence in the teaching of or research in or practice of accounting, finance, or related disciplines; may be admitted by the Board as a Life Member and each Life Member shall be entitled to all the privileges of membership without the payment of any subscription, fee or other amount.

14.2 Entry of name

The name of any person admitted as a Life Member must be entered in the Register in the class of membership to which the person is admitted.

14.3 Forfeiture

The distinction of Life Membership may, for such cause as the Board deems fit, be forfeited by Special Resolution of the Board, and the Member will immediately cease to be a Life Member

15 SUBSCRIPTIONS:

15.1 Determination

The Board may recommend to members in Annual General Meeting:

15.1.1 the fee payable by applicants:

15.1.1.1 for admission; or

15.1.1.2 for a change in the class of membership to which a Member is admitted.

15.1.2 the annual subscription payable by:

15.1.2.1 each class of Members;

15.1.2.2 any person or persons within a class of membership; and

15.1.3 the fee payable by any Member or other person for services provided, or costs incurred, by AFAANZ.

15.2 Remission of Annual Subscription

The Board may in its absolute discretion excuse a Member, for such period as it determines, from the payment of annual subscriptions and fees in whole or in part, without otherwise affecting any of the Member's rights or privileges.

15.3 Annual Subscription Year

The annual subscription will be due, and the period will commence, on 1 January of each

year.

15.4 Notice of Non-payment of subscription and fees or charges

If a Member does not pay their annual subscription by 31 March in any year, the Secretary must give the Member notice of that fact.

15.5 Non-payment

If the annual subscription is not paid by the Member within 28 days after the date of the notice referred to in clause 15.4, the Board may:

15.5.1 declare that Member's membership forfeited;

15.5.2 remove that Member's name from the Register; and

15.5.3 if any fee or charge other than the annual subscriptions is not paid by a Member within three months of the date of demand for payment the Board may:-

15.5.3.1 declare that the Member's membership is forfeited: and

15.5.3.2 remove that Member's name from the Register.

15.6 Liability

Any person who for any reason ceases to be a Member will remain liable for, and must pay to AFAANZ, all monies which at the time of ceasing to be a Member were due by that person to AFAANZ.

15.7 Membership Retained

A Member:

15.7.1 of not less than 55 years of age and who has (with a view to permanent retirement) retired from their full-time occupation may, during the period of that retirement, retain their class of membership and be entitled to all the privileges of membership on the conditions, and on the payment of such reduced annual subscription, as may be prescribed by the Board in the By-laws; and

15.7.2 of not less than 75 years of age or who has had 46 years of membership may retain their class of membership and be entitled to all the privileges of membership without payment of further subscription, fee or amount.

16 RESIGNATION:

16.1 Manner of Resignation

A Member wishing to resign his or her membership of AFAANZ must:

- 16.1.1 serve the Secretary with notice of his or her resignation;
- 16.1.2 return any certificate or certificates of membership to AFAANZ;
- 16.1.3 pay all monies owing to AFAANZ.

16.2 Acceptance of Resignation

If:

- 16.2.1 a Member has complied with clause 16.1; or
- 16.2.2 the Member has not complied with clause 16.1 but undertakes to the Board to do so within a time reasonably acceptable to the Board;

the Board may accept the resignation of the Member.

16.3 Former Members

If the Board accepts the resignation of any Member, the Board must cause the Member's name to be listed on the Register as a former Member in accordance with the *Corporations Act*.

17 CEASING TO BE A MEMBER:

17.1 Automatic termination

A Member's membership of AFAANZ will cease with immediate effect if his or her membership is declared forfeited under clause 15.5.

17.2 Monies Outstanding

Any Member ceasing to be a Member:

- 17.2.1 will not be entitled to any refund (or part refund) of any subscription; and
- 17.2.2 will remain liable for and will pay to AFAANZ all annual subscriptions and moneys which were due at the date of ceasing to be a Member.

17.3 Removal of name

If a Member's membership ceases under clause 16.2 or 17.1, the Board must cause the Member's name to be listed on the Register as a former Member in accordance with the *Corporations Act*.

17.4 Certificate

A person who has ceased to be a Member must upon demand in writing by the Secretary return any certificate of membership to the Secretary for cancellation.

18 REINSTATEMENT:

18.1 Application for reinstatement

If a person was excluded from membership pursuant to clause 17.1 and the relevant circumstances leading to the exclusion from membership are remedied or cease to exist, upon:

18.1.1 written application to the Board by the person; and

18.1.2 production by the person of any evidence reasonably required by the Board;

the Board may reinstate the person as a Member of AFAANZ.

18.2 Register

The Board must cause the name of any person who is reinstated as a Member under clause 18.1 to be entered on the Register.

19 NOTIFICATION OF CHANGE OF ADDRESS:

Any Member who changes their principal Registered address must notify the Secretary, and give any other information required by the Secretary or prescribed by the Board, within one calendar month after the change.

20 REGISTERS:

20.1 Separate Registers

AFAANZ must maintain:

20.1.1 the Register; and

20.1.2 any other register required by the *Corporations Act*.

20.2 Information on Registers

The Register must set out:

20.2.1 the class of membership of each Member;

20.2.2 any other information from time to time required by the Board.

20.3 Required Information

Each member must furnish to the Board any information required to enable the Board to compile a record of the qualifications and experience of Members.

20.4 Entries in the Register

No entry in the Register or any other Register may be made or amended without the consent of the Board.

20.5 Enquiries

The Board may from time to time require any Member to satisfy the Board whether any particulars regarding that Member appearing in the Register, or any other Register, are correct.

20.6 Rectification

The Board may, if satisfied that any particulars appearing on the Register or any other Register are incorrect, order their removal and may subject to the *Corporations Act* order that the relevant register be rectified by making any other entry or entries as it deems fit.

20.7 Closing of-Registers

The Register may be closed for a period not exceeding seven days immediately preceding the commencement of the period prescribed for service of notice of meetings of Members or the dispatch of voting papers. Only those Members whose names are entered on the Register at the time of closing are entitled to be served with notice of each meeting.

21 CERTIFICATES OF MEMBERSHIP:

21.1 Certificate

A certificate of membership under the Seal signed (whether by printed reproduction or not) by:

21.1.1 the President; and

21.1.2 the Secretary;
may be issued to each Member upon admission to membership or a change in class of membership.

21.2 AFAANZ's property

Each certificate of membership remains the property of AFAANZ and the Board may at any time:

21.2.1 call for and compel its production and delivery;

21.2.2 alter or amend the certificate of membership; or

21.2.3 issue a new certificate of membership to replace any certificate of membership.

21.3 Replacement Certificate

If a certificate of membership is defaced, lost or destroyed it may be renewed on:

21.3.1 payment of such fee (if any); and

21.3.2 such terms (if any) as to the provision of evidence;

as the Board may determine.

22 MEETINGS GENERALLY:

22.1 How to Hold a Meeting

Any meeting of Members or a meeting of the Board may be held by any combination of any of the following means:

22.1.1 in person at one or more venues determined for that purpose; and/or

22.1.2 by using any written, visual, electronic and/or audiological technology that gives each person participating a reasonable opportunity to participate in the meeting while it continues and must permit each person participating in the meeting:

22.1.2.1 to hear and be heard by each other person participating in the meeting;
or

22.1.2.2 to see and hear and be seen and be heard by each other person participating in the meeting; or

22.1.2.3 to otherwise communicate with and receive communication from each other person participating in the meeting.

22.2 Using Technology

Where any form of technology is used to conduct a meeting:

22.2.1 a person participating in the meeting is taken to be present at the meeting;

22.2.2 all the provisions in this Constitution relating to meetings apply, so far as they can and with such changes as are necessary, to meetings in more than one location or using that technology; and

22.2.3 if the technology used encounters a technical difficulty, whether before or during the meeting, which results in a person not being able to participate in the meeting, the chairperson may, subject to the *Corporations Act 2001* (Cth), allow the meeting to continue or may adjourn the meeting:

22.2.3.1 for a reasonable period required to resolve the difficulty and/or make alternative arrangements for the meeting; or

22.2.3.2 to another time and location as the Chairperson determines.

22.3 Conduct of Meetings

22.3.1 The Chairperson of a meeting is responsible for the conduct of the meeting and for the procedures to be adopted at the meeting. The Chairperson may require the

adoption of procedures which are in his or her option necessary or desirable for:

22.3.1.1 proper and orderly debate or discussion, including limiting the time that a person may speak on a motion or other item of business at the meeting; and/or

22.3.1.2 the proper and orderly casting or recording of votes at the meeting.

22.3.2 The Chairperson of a meeting may, at his or her discretion at any time during the course of the meeting, adjourn the meeting or:

22.3.2.1 any business, motion, question or resolution being considered or remaining to be considered; and/or

22.3.2.2 any debate or discussion; and

may adjourn any business, motion, question or resolution, debate or discussion either to a later time at the same meeting or to another meeting.

23 GENERAL MEETINGS:

23.1 AFAANZ Annual General Meeting

A general meeting of AFAANZ to be called the 'Annual General Meeting' will be held at least once every calendar year no later than 31 May each year.

23.2 Business of the Annual General Meeting

The business of the Annual General Meeting will be to:

23.2.1 receive and consider the report of the Board for the preceding year;

23.2.2 receive and consider the financial reports of AFAANZ;

23.2.3 receive and consider the report of the auditor;

23.2.4 consider any notice of motion of which notice has been given in accordance with clause 23.4; and

23.2.5 consider any other business relating to the activities of AFAANZ which may be raised at the meeting.

23.3 No Business

No motion or business may be entertained or transacted at any meeting unless:

23.3.5 notice of the motion or business has been properly given or dispensed with; or

23.3.6 in the opinion of the majority of Members personally present and entitled to vote, the motion or business directly arises out of the notice or business properly before the meeting.

23.4 Notice of Motion

Subject to section 249N of the *Corporations Act*, a Member wishing to bring before the Annual General Meeting any motion or business not being the ordinary business of any meeting of the Members of AFAANZ must give notice in writing to the Board in accordance with the Constitution.

The notice shall be addressed to the Board and be served not less than six (6) weeks before the day of the meeting and such notice shall be signed by not less than fifty (50) members. No motion or business (other than business brought forward by the Board) shall come before the meeting unless notice thereof has been given in accordance with this Constitution.

23.5 Board may convene

Board may, at any time, convene a general meeting of AFAANZ.

23.6 Member convening meetings

A Member may:

23.6.5 only requisition the Board to convene a general meeting in accordance with section 249D of the *Corporations Act*; and

23.6.6 not convene or join in convening a general meeting except under section 249F of the *Corporations Act*.

24 NOTICE OF GENERAL MEETINGS:

24.1 All meetings

At least 21 days written notice (exclusive of the day on which the notice is served or deemed to be served and of the day for which notice is given) must be given individually to:

24.1.1 each Member;

24.1.2 each Director; and

24.1.3 the Auditor;

of any general meeting.

24.2 Contents of the Notice

A notice convening a general meeting:

24.2.1 must specify the date and time of the meeting;

- 24.2.2 must specify the medium or media for conducting the meeting, the day and time of the meeting and, in the case of a meeting in person, the place of the meeting;
- 24.2.3 must set out the text of any special resolutions proposed and a statement of intention to propose them;
- 24.2.4 must state the general nature of the business to be transacted at the meeting; and
- 24.2.5 may specify a place, facsimile number and electronic address for the purposes of proxy appointment.

24.3 No need for Notice

A notice of an annual general meeting need not state that the business to be transacted at the meeting includes:

- 24.3.1 the consideration of accounts and the reports of the Board and auditor; or
- 24.3.2 the appointment of the Auditor.

24.4 Service of Notice

Notice of any general meeting may be given by AFAANZ to any Member who is entitled to notice under this Constitution will be deemed to be received:

- 24.4.1 in the case of a posted letter, on the third day after posting;
- 24.4.2 in the case of delivery by generally recognized overnight courier, on the second day after dispatch with that courier;
- 24.4.3 in the case of personal delivery, on the date of delivery;
- 24.4.4 in the case of facsimile transmission, at the time recorded on the transmission report from the machine from which the facsimile was sent; and/or
- 24.4.5 in the case of transmission by email, on the day of transmission if the medium sending the notice states that the transmission was completed before 5:00 pm on a business day, otherwise on the next business day. This method of service is effective only if the medium states that it was sent in full and without error and the message is not rejected or undeliverable as evidenced by a message to that effect received by the sender.

24.5 Non-receipt

The:

- 24.5.1 failure or accidental omission to send a notice of a meeting or the

postponement of a meeting to any Member; or

24.5.2 the non-receipt of a notice by any Member;

does not invalidate the proceedings, or any resolution passed, at the meeting.

24.6 Notice specifying an intention to propose a Special Resolution

Notice of a meeting of AFAANZ specifying an intention to propose a resolution as a special resolution must be served in accordance with clause 24.4.

24.7 Postponement or Cancellation

24.7.1 The Board may postpone or cancel any general meeting whenever it thinks fit (other than a meeting convened as the result of a requisition under clause 23.6).

24.7.2 Board must give notice of the postponement or cancellation to all persons entitled to receive notices from AFAANZ.

24.8 No Notice

A Member whose name, address and class of membership are not entered in the Register is not entitled to be served with notice of any meeting of the Members of AFAANZ.

25 MEMBER:

In clauses 23, 26, 27, 29, 30 and 31, 'Member' includes a Member present in person or by proxy or attorney.

26 QUORUM:

26.7 No Business

No business may be transacted at a general meeting unless a quorum of Members is present when the meeting proceeds to business.

26.8 Quorum

A quorum, for an Annual General Meeting or General Meeting of AFAANZ (including any adjourned meeting) is three Members.

26.9 Quorum not present

If a quorum is not present within 15 minutes after the time appointed for a meeting:

26.9.1 if the meeting was convened on the requisition of Members, it is automatically dissolved; and

26.9.2 in any other case:

26.9.2.1 it will stand adjourned to the same time and place 7 days after the meeting, or to another day (not being more than 14 days after the time appointed for the meeting), time and place determined by the Chairperson; and

26.9.2.2 if at the adjourned meeting a quorum is not present within 15 minutes after the time appointed for the meeting, the meeting will be dissolved.

27 CHAIRPERSON:

27.1 Chairperson of Annual General Meeting or General Meeting of AFAANZ
Subject to clause 27.2, the:

27.1.1 President (of the country in which the General Meeting is being held); or

27.1.2 in their absence, the other President; or

27.1.3 in their absence, a President-Elect chosen by the Members present; or

27.1.4 in their absence, one of the members of the Board chosen by the Members present;

will be entitled to take the chair of any General or Annual General Meeting of AFAANZ.

27.2 No Chairperson

If:

27.2.1 no person is entitled to take the chair within 15 minutes of the time appointed for the holding of the meeting; or

27.2.2 each person entitled to take the chair declines to do so;

then the Members may elect a Member as Chairperson.

27.3 No Casting Vote

The Chairperson does not have a casting vote in addition to any other vote they may have.

27.4 Questions of Procedure

If there is a dispute at a General Meeting about a question of procedure, the Chairperson may determine the question.

28 ADJOURNMENT:

28.1 Power to adjourn

The Chairperson of a meeting at which a quorum is present, if directed by the meeting, must adjourn the meeting from time to time and place to place.

28.2 Venue

An adjourned meeting may take place at a different venue to the initial meeting.

28.3 Business at Adjourned Meeting

The only business that can be transacted at an adjourned meeting is the unfinished business of the initial meeting.

28.4 Notice of Adjourned Meeting

Notice of an adjourned meeting need only be given in accordance with clause 24 if a General Meeting has been adjourned for more than 28 days.

29 GENERAL MEETINGS - DECISION OF QUESTIONS:

29.1 Show of Hands unless demand for a poll

A resolution put to the vote of a meeting is decided on a show of hands unless a poll is demanded before or on the declaration of the result of the show of hands.

29.2 Declaration binding

Unless a poll is demanded:

29.2.1 a declaration by the Chairperson that a resolution has been carried, carried by a specified majority, or lost; and

29.2.2 an entry to that effect in the minutes of the meeting,

is conclusive evidence of that fact without proof of the number or proportion of the votes in favour of or against the resolution.

29.3 Decision by majority

Subject to the *Corporations Act* in relation to special resolutions, a resolution is carried if a majority of the votes cast on the resolution are in favour of the resolution.

30 TAKING A POLL:

30.1 Demanding a Poll

A poll may be demanded by:

30.1.1 at least five Members entitled to vote on the resolution; or

30.1.2 Members with at least 5% of the votes which may be cast on the resolution on a poll; or

30.1.3 the Chairperson;

and must be taken when (either at once or after an interval or adjournment or otherwise) and in the manner that the Chairperson directs.

30.2 Business may proceed

After a poll has been demanded at a meeting, the meeting may continue for the transaction of business other than the question on which the poll was demanded.

30.3 Demand may be withdrawn

The demand for a poll may be withdrawn.

30.4 Disputes

The Chairperson may determine any dispute about the admission or rejection of a vote.

30.5 Chairperson's declaration

The Chairperson's determination, if made in good faith, will be final and conclusive.

30.6 Election of Chairperson

A poll demanded on the election of the Chairperson or the adjournment of a meeting must be taken immediately.

31 VOTES OF MEMBERS:

31.1 Entitlement to Vote

Subject to clause 36:

31.1.1 on a show of hands every Member present in person and entitled to vote has one vote; and

31.1.2 on a poll every Member present in person or by proxy or by attorney and entitled to vote has one vote.

31.2 Manner of Voting

Votes may be given either:

31.2.1 personally;

31.2.2 by proxy; or

31.2.3 by attorney;

in accordance with this Constitution.

31.3 Votes by Attorney or Proxy

No person may vote as attorney under a power or as proxy who is not a Member and otherwise entitled to vote.

32 OBJECTIONS TO VOTING ENTITLEMENT:

32.1 Objection to Qualification

An objection to the qualification of a voter may only be raised at the meeting, or adjourned meeting at which the voter tendered their vote.

32.2 Reference to Chairperson

An objection must be referred to the Chairperson of the meeting, whose decision is final.

32.3 Allowed Vote

A vote which the Chairperson does not disallow because of an objection is valid for all purposes.

33 INSTRUMENT APPOINTING PROXY:

33.1 Appointment

A person may appoint a proxy by a written appointment signed by the appointor or the appointor's attorney. The written appointment may relate to a specified meeting and any adjournment of that meeting.

33.2 Form of Proxy

An instrument appointing a proxy must be in the form or to the effect of the form prescribed by the By-laws.

33.3 Instrument may specify how to vote

A proxy may vote or abstain as the proxy chooses except to the extent that an appointment of the proxy indicates the manner in which the proxy will vote on any resolution. The proxy must vote or abstain on a poll or show of hands in accordance with any instructions on the appointment.

33.4 Proxy may demand a poll

A proxy may demand or join in demanding a poll.

34 LODGMENT OF PROXY:

To be valid, the written appointment of a proxy, and:

- (a) the power of attorney or other authority (if any) under which the instrument is signed; or
- (b) a notarially certified copy of that power or authority;

must be received by AFAANZ at:

- (c) the Office; or
- (d) a facsimile number at the Office; or
- (e) a place, facsimile number or electronic address specified for that purpose in the notice of meeting:

not less than 24 hours (unless otherwise specified in the notice of meeting to which the proxy relates) before the time for holding the meeting or adjourned meeting at which the appointee proposes to vote or the taking of a poll on which the appointee proposes to vote.

35 VALIDITY OF VOTES BY PROXY:

A vote cast in accordance with an appointment of proxy or power of attorney is valid even if before the vote was cast the appointor:

- (a) died; or
- (b) became of unsound mind; or
- (c) revoked the proxy or power (or the authority under which the instrument was executed),

unless any written notification of the death, unsoundness of mind or revocation was received by the Secretary at the principal office of AFAANZ at least 24 hours before the relevant meeting.

36 MEMBERS NOT ENTITLED TO VOTE:

A Member is not entitled:

- (a) to vote on any question in person, by proxy or by attorney; or
- (b) to vote at any general meeting of AFAANZ; or

- (c) to vote at a poll; or
 - (d) to be counted in a quorum;
- if:
- (e) the Member is an Honorary Member; or an Institutional Member; or
 - (f) the Member's subscription or other sum owing to AFAANZ is overdue for three months or more; or
 - (g) the Member's name, address or class of membership is not entered on the Register.

37 ALTERNATIVE VOTING RULES:

37.1 Determination by Members

A decision of the Members, or any class of Members, which does not pursuant to the *Corporations Act* or any other legislation need to be made at a meeting may, if the Board so resolves, be made by the relevant Members or class of Members in accordance with clause 37.2.

37.2 Manner of conduct of Alternative Voting

A decision referred to in clause 37.1 to be determined by Members shall be determined as follows:

37.2.1 voting papers must be sent (either physically or electronically at the discretion of the Board) to each Member, at the Member's Registered Address, who would have been entitled if present to vote at a general meeting held on the day of sending the voting papers;

37.2.2 voting papers must:

37.2.2.1 set out any resolutions or decisions proposed by the Board or required for determination by Members, and

37.2.2.2 contain full instructions as to the method by which Members may cast a vote ('Voting Instructions');

37.2.3 any Member wishing to vote must do so in accordance with the Voting Instructions

37.2.4 the President must arrange for the result of the decision of the Members to be given to Members, whether by publication in the Journal or otherwise, within a reasonable time after receipt of the report.

37.3 President Unable to Exercise Powers

If the President is unable to exercise any of the powers or functions granted to the President under clause 36, those powers or functions will be exercised by the other President and failing that President by a person appointed by the Board for that purpose.

37.4 Effect of Decision by Alternative Voting Rules

A decision made by Members pursuant to the provisions of this clause 37 will have the same force and effect as a resolution passed at a general meeting of Members

38 BOARD:

38.1 Board of AFAANZ

The Board of AFAANZ shall consist of up to nine (9) elected Directors, together with any additional Directors co-opted under clause 38.2. At any time the make-up of the Board shall comprise:

- 38.1.1 a President for the membership ordinarily resident in Australia [appointed pursuant to clause 38.15.2]
- 38.1.2 a President for the membership ordinarily resident in New Zealand [appointed pursuant to clause 38.15.2]
- 38.1.3 up to seven Members of AFAANZ, at least one of whom shall be ordinarily resident in New Zealand and one of whom shall be ordinarily resident in Australia.

38.2 Co-opted members

At its discretion in any year the Board by not less than 75% of Directors present and voting at the meeting of the Board may co-opt not more than two (2) additional Members as Directors due to particular skills, knowledge or residency status possessed by such Members which the Board deems necessary or desirable. The term as a Director for any Member so co-opted shall expire at the immediate next Annual General Meeting when such Member may nominate for election pursuant to clause 38.6.

38.3 Election of Board

- 38.3.1 All Directors shall in the event that nominations for the position of Director exceed the number of vacancies to be filled, be elected by Members of AFAANZ, unless excluded from voting pursuant to clause 36 of this Constitution.
- 38.3.2 A retiring Director (other than a Director co-opted pursuant to clause 38.2) shall be deemed to have been nominated for re-election at an Annual General Meeting unless prior to such meeting the Director notifies the Secretary in writing that the Director does not seek re-election.
- 38.3.3 Upon election a Director shall hold office for a period of two (2) years.
- 38.3.4 Directors are eligible for re-election for further terms of two years, with a

maximum service limit of 10 years.

38.3.5 Subject to clause 38.3.4, a past President may be eligible for re-election as a Director two years following the cessation of their term as President.

38.3.6 Notwithstanding the provisions of clause 38.3.3 (e), a Member elected to the position of either President-Elect or President shall continue to hold office as a Director without the need to seek re-election but only for so long as the Member holds such executive position.

38.4 Electoral Officer

38.4.1 Unless otherwise determined by the Board, the Manager shall hold the role of Electoral Officer.

38.4.2 The Manager will hold the position of Electoral Officer until the Declaration of Results is issued for the Elections.

38.4.3 The Electoral Officer is responsible for the administration of the Board Elections.

38.4.4 The Board may appoint a deputy Electoral Officer if deemed necessary. The deputy Electoral Officer shall assume the powers and duties of the Electoral Officer if the Electoral Officer becomes incapacitated or is otherwise unable to fulfil their role.

38.5 Electoral Arbiter

38.5.1 There shall be an Electoral Arbiter who is appointed by the Board of Directors at least one month prior to the opening of nominations.

38.5.2 The Electoral Arbiter will hold the position of Electoral Arbiter until the Declaration of Final Results is issued for the Incoming Board.

38.6 Nomination for Election

38.6.1 Nominations of candidates for Election to the Board of AFAANZ shall be called by the Board at least 60 days before the next Annual General Meeting.

38.6.1 Nominations must be provided to the Electoral Officer ~~Secretary~~ in writing, signed by a Member of AFAANZ and by the candidate indicating the candidate's consent to the nomination.

38.6.2 If the number of nominations exceeds the number of vacancies to be filled, a vote shall be called for and conducted pursuant to the provisions of clause 37.2.

38.6.3 Any candidate may supply to the Board for distribution with the voting papers a brief statement (not to exceed such number of words as the Board may from time to time determine) of that candidate's curriculum vitae.

38.7 Eligibility for Election

A person is only eligible for election as a Director if the person is a Member and is not an

Honorary Member or Institutional member.

38.8 Notice of Election

At least two weeks before the day that nominations open, the Electoral Officer must publish a Notice of Election by:

- (a) emailing all Members;
- (b) uploading the Notice of Election to the AFAANZ website; and
- (c) publishing it by other reasonable means,

38.9 Notice of Ballot

Before the commencement of campaigning, the Electoral Officer must publish a Notice of Ballot by:

- (a) emailing all Members;
- (b) uploading the Notice of Ballot to the AFAANZ website; and
- (c) publishing it. By other reasonable means.

38.10 Voting

38.10.1 The Electoral Roll shall consist of all Members that are eligible to vote, in accordance with clause 37.2.

38.10.1 Only persons on the Electoral Roll may vote.

38.10.2 No person may vote more than once in each Election.

38.10.3 Votes shall be cast using an electronic voting system organized by the Electoral Officer from the opening of voting to the closing of voting.

38.10.4 The Presidents, with the approval of the Electoral Officer, may extend the closing of voting by no more than 48 hours if there are extraordinary circumstances and it is reasonable to do so. A decision of the Presidents and the Electoral Officer under this section is final and shall not be appealed to any higher authority.

38.10.5 The position of candidates on all ballots shall be randomized.

38.11 Counting Votes

38.11.1 After voting has closed, the Electoral Officer must count the votes.

38.11.2 If, on any count at which a candidate must be excluded, two or more candidates have an equal number of votes, a second round of voting will be instigated to

determine which candidate is to be excluded.

38.12 Results of Election

38.12.1 The Electoral Officer shall declare the final voting outcome when (whichever is later):

- (a) the Electoral Officer is satisfied that no breaches of the Constitution have occurred, or any breaches have been remedied and resolved; or
- (b) after the conclusion of any investigation conducted by the Electoral Officer or determination of any appeal by the Electoral Arbiter.

38.12.2 The Electoral Officer shall publish the Declaration of Results by:

- (a) emailing all Members;
- (b) uploading results on the website; and
- (c) publishing by other possible means.

38.12.3 The Chairperson of the Annual General Meeting shall declare to the meeting the names of the persons elected to the Board of AFAANZ.

38.12. The Declaration of Results shall be final and binding.

38.12.5 The AFAANZ shall maintain strict confidentiality regarding candidate-specific voting data, except as required by law or as expressly authorized by the candidate in writing. Individual voting results pertaining to specific candidates shall not be disclosed to other candidates unless the candidate concerned has provided prior written consent.

38.13 Complaint Process for Breaches of Election Procedure

38.13.1 A member may make a complaint to the Electoral Officer if they believe there has been a breach of the Election Rules as set out in this Constitution. Complaints must be lodged in writing before the close of voting.

38.13.2 The Electoral Officer may investigate any aspect of the electoral process without having received a formal complaint.

38.13.3 The Electoral Officer shall commence processing all complaints in a timely manner which must be no later than five working days from the receipt of the complaint.

38.13.4 The onus of proof lies with the complainant and all supporting material concerning the complaint must also be lodged at the time the complaint is made.

38.13.5 The Election Officer will, following consultation with the President if the Election Officer considers it necessary, in its sole discretion determine if the

Election Rules have been breached and may then do all or any of the following:

- (a) waive the breach;
- (b) make directions to remedy the breach;
- (c) issue a formal warning to the individual in breach;
- (d) disqualify a candidate from the elections; and/or
- (e) issue a statement that there has been no breach of the Election Rules.

38.13.6 The Electoral Officer shall be responsible for communicating their decision regarding a breach of the Election Rules. They may do so in a manner of their choosing. However, if the Electoral Officer disqualifies a candidate, the decision must be communicated to all candidates and voters.

38.14 Appeals Process Relating to Voting Procedure

38.14.1 A candidate (Disputed Candidate) may appeal against the results by making a written complaint on the grounds that the Voting Procedure has been breached, giving details of the grounds for the complaint to the Electoral Officer within 24 hours of the publication of the Declaration of Results.

38.14.2 The onus of proof lies with the Disputing Candidate and all supporting material concerning the complaint must also be lodged at the time that the appeal is lodged.

38.14.3 The Electoral Officer shall deal with all complaints in a timely manner which must be no later than five working days after the receipt of the complaint.

38.14.4 The Election Officer will, following consultation with the President if the Election Officer considers it necessary, in its sole discretion determine if the Voting Procedure has been breached and may then do all or any of the following:

- (a) waive the breach;
- (b) make directions to remedy the breach;
- (c) exclude a candidate from the ballot;
- (d) vary the results; and/or
- (e) issue a statement that the Voting Procedure has not been breached.

38.15 Presidential appointments

After the Annual General Meeting in each second year, the Board shall meet and determine:

38.15.1 for the ensuing one or two years as may be necessary for the establishment or maintenance of offsetting terms to commence from the beginning of the new Board year by election from amongst their number respective Presidents-Elect for each of the membership ordinarily resident in Australia and for the membership ordinarily resident in New Zealand.

38.15.2 for the ensuing one or two years as may be necessary for the establishment or maintenance of offsetting terms to commence from the beginning of the new Board year by election from amongst their number respective Presidents for each of the membership ordinarily resident in Australia and for the membership ordinarily resident in New Zealand

38.15.3 for the avoidance of doubt, unless the Board shall determine to the contrary, the Directors appointed to the role of President for the ensuing term pursuant to clause 38.15.2 shall be those Directors who immediately preceding the meeting had held the respective offices of Presidents-Elect.

38.15.4 a Director can hold the position of President or President-Elect only once.

38.16 Casual Vacancies

Any casual vacancy occurring in the Board may be filled by the Board and the appointee will retain his or her office for as long as the vacating Director would have retained the office if no vacancy had occurred.

38.17 Board Year

The official Board year shall commence on 1 August and shall end on the next 31 July. Irrespective of the date of their election Directors shall be deemed to commence their term in office on 1 August in the year of their election and to complete their term on 31 July in the year in which their term expires pursuant to Clause 38.3.3.

39 VACATION OF OFFICE OF BOARD MEMBER:

The office of a Director immediately becomes vacant if the Director:

- (a) ceases to be a Member;
- (b) resigns his or her seat on the Board;
- (c) is absent for two consecutive meetings of the Board without the consent of the Board and no Alternate Director is appointed;
- (d) is prohibited by the *Corporations Act* from continuing as a Director;
- (e) becomes bankrupt or makes any general arrangement or composition with his or her creditors;

- (f) becomes of unsound mind or a person whose estate is liable to be dealt with in any way under the law relating to mental health;
- (g) fails to pay his or her annual subscription within 3 months of the due date;
- (h) receives any payment from AFAANZ otherwise than in accordance with clause 4 of this Constitution;

40 POWERS AND DUTIES OF BOARD:

40.1 Power and Duties of Board

The business of AFAANZ is managed and controlled by the Board which may exercise all powers of AFAANZ that the Constitution, the By-laws and the *Corporations Act* do not require to be exercised by AFAANZ in general meeting. No resolution of a general meeting of AFAANZ will invalidate any previous act of the Board which would have been valid but for the passing of the resolution.

40.2 Board Determinations

After the Annual General Meeting, the Board shall:

- (a) elect a Director to be the Treasurer for the ensuing year;
- (b) determine the power or powers to be delegated (if any) under clause 46.1 and the person or persons to whom such powers shall be delegated

40.3 Board

For the purposes of the *Corporations Act*, other legislation and the general law the Board is the board of directors of AFAANZ and each Board Member is a director of AFAANZ.

41 PROCEEDINGS OF MEETINGS OF BOARD

41.1 Board may regulate

The Board may meet, adjourn and otherwise regulate its meetings as it thinks fit, provided that the Board must meet at least once every year before 31 December in that year.

41.2 Convening of Meetings

A meeting of the Board must be convened at any time on the requisition of:

- 41.2.1 the Presidents; or
- 41.2.2 two Presidents Elect; or
- 41.2.3 three Directors.

41.3 Notice

41.3.1 Subject to clause 41.3.4 fourteen days' notice of every meeting of the Board, or seven days' notice in case of emergency, must be given in accordance with clause 23.4 to each Director.

41.3.2 The notice must specify:

41.3.2.1 the day and hour of the meeting

41.3.2.2 must specify the medium or media for conducting the meeting, the day and time of the meeting and, in the case of a meeting in person, the place of the meeting; and

41.3.2.3 must contain, as far as practicable, a statement of the general nature of the business to be transacted at the meeting.

41.3.3 The accidental omission to give any notice the non-receipt of any notice or the non-existence of any emergency will not affect the validity of the proceedings at the meeting.

41.3.4 A meeting of the Board may be convened with less than 14 days' notice, provided that the convening of the meeting on short notice is ratified by the relevant meeting of the Board by Special Resolution.

41.4 Meetings

Board may meet either:

41.4.1 in person; or

41.4.2 by communicating with each other by any technological means consented to by all the Directors.

41.5 Location of Meeting

A meeting conducted pursuant to clause 41.4.2 is deemed to be held at the place agreed upon by the persons attending the meeting, provided that at least one person present at the meeting was at the place agreed for the duration of the meeting.

41.6 Quorum

41.6.1 A quorum of the Board is five (5) Directors.

41.6.2 If a quorum is present, a meeting of the Board is competent to exercise all or any of the authorities, powers and discretions vested in it.

41.7 Chairperson of meetings of the Board

All meetings of the Board must be presided over by:

- 41.7.1 the President;
- 41.7.2 in the President's absence, the other President;
- 41.7.3 in the President's absence, a President-Elect chosen by the Board present; or
- 41.7.4 in their absence, a chairperson elected by the Directors present.

42 DECISION OF QUESTIONS AT MEETINGS OF BOARD:

42.1 Decision by Majority

- 42.1.1 Subject to this Constitution, questions arising at meetings of the Board are to be decided by a majority of votes of Directors present and voting.
- 42.1.2 Directors are not permitted to use a proxy in the case they are absent from the Board meeting.

42.2 Casting Vote

The Chairperson of a meeting does not have a casting vote in addition to their deliberative vote.

42.3 Motion Lost

If there is an equal number of votes cast in favour of and against a motion, the motion is lost.

43 DIRECTORS' INTERESTS:

43.1 Interested Director

Every Director who has a direct or indirect interest in a matter that is to be considered at a meeting of the Board:

- 43.1.1 must disclose to the Board any direct or indirect interest in a matter before the Board and, in the case of a contract, provide the Board with the names of the parties to the contract, particulars of the contract and Director's interest in the contract;
- 43.1.2 must not vote on the matter or be present while the matter is being considered at the meeting of the Board; and
- 43.1.3 will not be counted in a quorum in relation to that matter, if to do so would be contrary to the *Corporations Act*.

43.2 Non-Disqualification

A Director will not be disqualified from office because of a direct or indirect interest in any contract or proposed contract with AFAANZ.

43.3 Prohibition not to apply

The prohibition contained in clause 43.1.2 and 43.1.3 does not apply where the Director is interested in a matter by virtue of holding not more than 1 per cent of the issued shares of a company which is interested in the matter. For the avoidance of doubt, the prohibitions contained in clause 43.1.2 and 43.1.3 do not apply if an associate of the Director holds not more than 1% of the issued shares of a company which is uninterested in the matter.

43.4 Failure to Disclose

Failure by a Director to disclose under clause 43.1 will not render void or voidable a contract in which the Director has a material personal interest.

44 REMAINING BOARD:

Provided that there are at least five (5) Directors, the Board may act even if there are vacancies on the Board.

45 EXECUTIVE APPOINTMENTS:

45.1 Executive Director

45.1.1 The Board may from time to time appoint any person to the role of Executive Director of AFAANZ and may from time to time cancel any such appointment.

45.1.2 The Board may fix, determine and vary the powers, duties and remuneration of any person so appointed.

45.2 Editor

(a) The Board shall from time to time appoint a Member of AFAANZ to the position of Editor;

(b) Such appointment shall be for a term not exceeding five years;

(c) At the end of the term of office or earlier as required, the Board shall again appoint a Member of AFAANZ to be Editor for a term not exceeding five years.

(d) The Board may at its discretion re-appoint a retiring Editor.

46 COMMITTEES OF BOARD:

46.1 Delegation

The Board may delegate any or all of its powers, authorities and discretions (except the power of delegation), other than those which by law must be dealt with by the Board, to:

46.1.1 any standing or other committee or committees;

46.1.2 the Secretary;

46.1.3 any Officer of AFAANZ;
on any conditions and for such period as it may think fit.

46.2 Revocation of Delegation

The Board may at any time revoke or vary any delegation made in accordance with clause 46.1.

46.3 Regulation of Committees

(a) The meetings and proceedings of every committee created by the Board will be governed by such regulations as from time to time may be made by the Board, and if no regulations are made by the Board, meetings of any committee will be governed by the provisions of this Constitution and the By-laws which deal with meetings of the Board so far as they are applicable and are not inconsistent with any directions of the Board.

(b) Every Committee created by the Board shall include at least one Director.

46.4 Exercise of Powers

Any entity to which any powers, authorities and discretions of the Board are delegated in accordance with clause 46.1 must exercise its powers in accordance with any directions of the Board and a power exercised in that way is deemed to have been exercised by the Board.

46.5 Sub-delegation

Subject to the directions referred to in clause 46.4 and the By-laws, any entity to which any powers, authorities and discretions of the Board are delegated in accordance with clause 46.1 may only sub-delegate all or any of the powers, authorities and discretions for the time being vested in it to sub-committees with the prior approval of the Board.

46.6 Not binding

Any report or resolution of any committee will not bind AFAANZ until ratified, adopted or confirmed by the Board, unless at the time of appointment the power to do so was expressly given to the committee.

47 WRITTEN RESOLUTIONS OF BOARD:

47.1 Resolution Passed

If a majority of the Board who are eligible to vote on a resolution have:

47.1.1 signed a document containing a statement that they are in favour of a resolution in terms set out in the document; and

47.1.2 returned the signed document to the Secretary within 19 days of dispatch by AFAANZ;

then a resolution in those terms is deemed to have been passed at a meeting of the Board held on the day on which the document was last signed.

47.2 Manner of Resolution Passed

Members may pass a resolution without a meeting of the Board if all of the Directors entitled to vote on the resolution:

47.2.1 sign a document, in accordance with clause 47.1, stating they are in favour of the resolution in which case duplicate copies of the document may be used; and/or

47.2.2 indicate electronically that they are in favour of the resolution in which case separate electronic communications and/or forms of electronic communications may be used.

47.3 Committees

This clause applies to resolutions of committees of the Board as if all members of the committee were Directors

48 VALIDITY OF ACTS OF BOARD:

If it is discovered that:

- (a) there was a defect in the appointment of a person as a Director, co-opted Director or member of a committee of the Board; or
- (b) a person appointed to one of those positions was disqualified,

all acts of the Board or the committee of the Board before the discovery was made are as valid as if the person had been duly appointed and was not disqualified.

49 MINUTES:

49.1 Minutes

The Board must cause minutes to be made of:

49.1.1 the names of Directors present at all general meetings, meetings of the Board and meetings of committees of the Board;

49.1.2 all proceedings of general meetings, meetings of the Board and meetings of committees of the Board;

49.1.3 all appointments of officers;

49.1.4 all orders made by the Board and committees of the Board; and

49.1.5 all disclosures of interests made pursuant to clause 43,

and for those minutes to be signed and recorded in the Company's books within one month of the meeting taking place.

49.2 Execution of Minutes

Minutes must be signed by the Chairperson of the meeting or by the Chairperson of the next meeting of the relevant body, and if so signed will as between Members be conclusive evidence of the matters stated in such minutes.

50 BY-LAWS:

AFAANZ may from time to time, by Special Resolution of the Board in accordance with this Constitution, make By-laws for the furtherance of the objects of AFAANZ and may from time to time rescind, vary or add to any By-laws.

51 SECRETARY DELEGATION:

51.1 Secretary Delegation

The Secretary may delegate some or all of the Secretary's functions with the approval of the Board.

51.2 Revocation of Delegation

The Secretary may at any time revoke any delegation made pursuant to clause 51.1, and shall immediately revoke any delegation on the order of the Board.

51.3 Meetings of Board

The Secretary may attend meetings of the Board but he or she is not a Director and he or she does not have the right to vote at meetings of the Board.

52 SECRETARY:

The Secretary will, in accordance with the *Corporations Act*, be appointed by the Board for the term and on the conditions as the Board determines. The Secretary may be removed by the Board. The Board may appoint more than one Secretary.

53 SEAL:

53.1 Safe Custody

The Board must provide for the safe custody of the Seal.

53.2 Use of the Seal

Subject to clause 53.4, the Seal must not be used without the authority of the Board or a committee of the Board authorised to use the Seal.

53.3 Countersignature

Every document to which the Seal is affixed must be signed by a Director and be countersigned by another Director, the Secretary or another person appointed by the Board to countersign the document.

53.4 Certificate of Membership

The Seal, or a printed reproduction of the Seal, may be affixed to any certificate of membership without the authority of the Board.

54 INSPECTION OF RECORDS:

54.1 Inspection

Except as otherwise required by the *Corporations Act*, the Board may determine whether and to what extent, and at what times and places and under what conditions, the accounting records and other documents of AFAANZ or any of them will be open for inspection by Members other than the Board.

54.2 No right

A Member other than a Director does not have the right to inspect any accounting records or other documents of AFAANZ unless the Member is authorised to do so by a court order or a resolution of the Board.

55 FUNDS:

55.1 Accounts at Financial Institutions.

All monies, when received on account of AFAANZ by the Board must be paid into the accounts maintained by AFAANZ.

55.2 Funds of AFAANZ

The funds of AFAANZ must be applied:

55.2.1 in accordance with the budget approved by the Board; and

55.2.2 subject to any directions which may be given from time to time by the Board.

55.3 Transfer of Funds Electronically

Subject strictly to such due process as the Board may determine from time to time for the protection of AFAANZ funds and to enable a full audit trail to be maintained the Board may authorise the Manager or such other person as the Board may nominate from

time to time to electronically transfer such money as may have been duly authorised for transfer from an AFAANZ bank account to the account of a recipient entitled to the receipt of such money.

56 AUDIT AND ACCOUNTS:

56.1 Auditor

The Auditor shall be any suitable qualified individual.

56.2 Accounts

The Board must cause the accounts of AFAANZ to be audited by the Auditor in accordance with the requirements of the *Corporations Act*.

57 INDEMNITY AND INSURANCE:

57.1 Indemnity against Liability

To the extent permitted by law, AFAANZ indemnifies every person who is or has been an officer of AFAANZ against any liability incurred by that person:

57.1.1 as such an officer of AFAANZ; and

57.1.2 to a person other than AFAANZ or a related body corporate of AFAANZ,

unless the liability arises out of conduct on the part of the officer which:

57.1.3 involves a lack of good faith; or

57.1.4 is contrary to AFAANZ's express instructions.

57.2 Indemnity against expenses

AFAANZ indemnifies every officer of AFAANZ against any liability for costs and expenses incurred by the person in his or her capacity as officer of AFAANZ:

57.2.1 in defending any proceedings, whether civil or criminal, in which judgment is given in favour of the person or in which the person is acquitted; or

57.2.2 in connection with an application, in relation to those proceedings, in which the Court grants relief to the person under the *Corporations Act*.

57.3 Insurance Premium

AFAANZ may pay a premium in respect of a contract insuring a person who is or has been an officer against liability incurred by the person as an officer, except in circumstances prohibited by the *Corporations Act*.

57.4 Officer

For the purposes of this clause, 'officer' means:

57.4.1 a Director as defined in this Constitution;

57.4.2 an officer or secretary as defined by the *Corporations Act*;

57.4.3 an employee or member of a committee;

57.4.4 a person appointed as trustee by, or acting as a trustee at the request of, AFAANZ or a related body corporate;

but does not include the Auditor.

57.5 Individual Responsibility

No Director, Secretary or other Officer for the time being of AFAANZ will be answerable or responsible for any act, receipt, omission, neglect or default of any other person notwithstanding any receipt or other document signed or act done for the sake of conformity or for any loss or damage whatsoever suffered by AFAANZ unless the loss or damage is as a result of dishonesty of the person.

58 INTERPRETATION OF CONSTITUTION:

If in the opinion of the Board any doubt arises as to the proper construction or meaning of any of these clauses or of any By-laws, pronouncements or regulations made under any of them, or of any expression used in them, the decision is to be reduced to writing, and recorded in the Minute Book of the proceedings of the Board and published in the Journal. The decision will be conclusive and binding on all Members.

59 AMENDMENT:

This Constitution may be altered, rescinded or repealed and a new Constitution may be made by AFAANZ in General Meeting in the manner prescribed by the *Corporations Act*. Nothing whether contained in this Constitution or otherwise is to be construed as implying or creating any privilege, priority or right in favour of any Member so as to limit the power of AFAANZ at any time to alter, rescind or repeal the same and to make a new Constitution in its place.

60 WINDING UP:

If AFAANZ is wound up:

- (a) each Member; and
- (b) each person who has ceased to be a Member in the preceding year, undertakes to contribute to the property of AFAANZ for the:

- (c) payment of debts and liabilities of AFAANZ (in relation to paragraph (b), contracted before the person ceased to be a Member) and payment of costs, charges and expenses of winding up; and
- (d) adjustment of the rights of the contributories amongst themselves, such amount as may be required, not exceeding \$10.

61 SURPLUS:

In the event of AFAANZ being dissolved, the amount that remains after such dissolution and the satisfaction of all debts and liabilities shall be transferred to another organisation with similar purposes and which has rules prohibiting the distribution of its assets and income to its members.