

**CONSTITUTION**

**of**

**CRAFT AUSTRALIA**

**ACN: 000 874 699**

**A COMPANY LIMITED BY GUARANTEE**

**NOT HAVING SHARE CAPITAL**

**Printed With All Amendments As At August 2003**

## Part 1

### A NAME

1. The name of the Company is CRAFT AUSTRALIA (hereinafter called "the Company").

### B OBJECTS

2. Vision

Company as a leading voice for the recognition of Australian crafts practice as an essential form of expression in Australian culture.

3. Mission

Company is a pro-active and strategic advocate for Australian contemporary craft nationally and internationally. The organisation supports innovation, critical debate and a sustainable, professional environment for practitioners. We foster and support a nationally coordinated craft community built on strong relationships.

4. Key Goals

- (i) Research

Undertake research to strengthen the information base for contemporary craft, including partnerships with academia.

- (ii) Advocacy

Be a leading advocate for contemporary craft nationally and internationally including partnerships with government and other agencies.

- (iii) Communication and Debate

Foster a collaborative environment across the sector nationally including culturally diverse communities and initiate debates on contemporary crafts practice.

- (iv) Education

Build an informed and engaged audience prepared to invest in the support of Australian contemporary craft.

### C. POWERS

4. Powers

In order to achieve the above Objects, the Company is empowered to undertake the following:

- (a) To subscribe to, become a member of and co-operate with any other club, association or organisation, both within Australia and overseas, whether incorporated or not, whose objectives are relevant to those of the Company.

- (b) In furtherance of the Objects of the Company, to buy, sell and deal in all kinds of goods and provisions (including food and drink) to members of the Company or persons frequenting the Company premises.
- (c) To purchase, take on lease or in exchange, hire or otherwise acquire any lands, buildings, easements or property, real and personal, and any rights or privileges which may be requisite for the purposes of, or capable of being conveniently used in connection with, any of the Objects of the Company.
- (d) To enter into any arrangements with any Government or authority, (federal, state, municipal, local or otherwise), that may seem conducive to the Company's Objects or any of them; and to obtain from any such Government or authority any grants, rights, privileges and concessions which the Company may think desirable; and to carry out, exercise and comply with any such grants, arrangements, rights, privileges and concessions.
- (e) To construct, improve, maintain, develop, work, manage, carry out, alter or control any houses, buildings, grounds, works, or conveniences which directly or indirectly advance the Company's interests, and contribute, subsidise or otherwise assist and take part in the construction, improvement, maintenance, development, working, management, carrying out, alteration or control thereof.
- (f) To invest and deal with the money of the Company not immediately required in such manner as may be permitted by law for the investment of trust funds.
- (g) To borrow or raise or secure the payment of money in such manner as the Company 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 Company in any way and in particular by the issue of debentures perpetual and otherwise charged upon all or any of the Company's property (both present and future), and to purchase, redeem or pay off any such securities.
- (h) To make, draw, accept, endorse, discount, execute and issue promissory notes, bills of exchange, bills of lading and other negotiable or transferable instruments.
- (i) In furtherance of the Objects of the Company to sell, improve, manage, develop, exchange, lease, dispose of, turn to account or otherwise deal with all or any part of the property and rights of the Company.
- (j) To take or hold mortgages, liens and charges to secure payment of the purchase price or any unpaid balance of the purchase price of any part of the Company's property of whatsoever kind sold by the Company or any money due to the Company from purchasers and others.
- (k) To take any grant or gift of property whether subject to any special conditions or not, for any one or more of the Objects of the Company but subject always to the proviso in paragraph (m) of this Clause 4, and to establish a fund called the Australian Craft Fund to receive donations which will become eligible for tax deductibility under Subdivision 30-B, section 30-100, of the Income Tax Assessment Act 1997

- (l) To take such steps by personal or written appeals, public meetings or otherwise, as may from time to time be deemed expedient for the purpose of procuring contributions to the funds of the Company whether as sponsorships, donations, annual subscriptions or otherwise.
- (m) To appoint, employ, remove or suspend any employee or contractor as may be necessary or convenient for the purposes of the Company.
- (n) To establish and support or aid in the establishment and support of associations, institutions, funds and trusts calculated to benefit employees or past employees of the Company or the dependants or connections of any such persons; and to grant pensions and allowances; and to make payments towards insurance; and to subscribe or guarantee money for charitable or benevolent objects, or for any public, general or useful object.

Any donations to the Australian Craft Fund (see Clause 4q) (being money or property or property/items purchased with donated monies) under the provisions of Subdivision 30-B, section 30-100 of the Income Tax Assessment Act 1997 will not be used for anything other than cultural purposes, in keeping with the legislation.

- (o) In furtherance of the Objects of the Company to amalgamate with any companies, institutions, societies or associations having objects altogether or in part similar to those of the Company and which shall prohibit the distribution of its or their income and property among its or their members to an extent that is reasonably consistent with that imposed upon the Company under or by virtue of Clause 5 of this Memorandum.
- (p) In furtherance of the Objects of the Company, to purchase or otherwise acquire and undertake all or any part of the property, assets, liabilities and engagements of any one or more of the companies, institutions, societies or associations with which the Company is authorised to amalgamate.
- (q) In furtherance of the Objects of the Company, to transfer all or any part of the property, assets, liabilities and engagements of the Company to any one or more of the companies, institutions, societies or associations with which the Company is authorised to amalgamate.
- (r) To do all such things as are incidental or conducive to the attainment of the Objects of the Company and the exercise of its powers.

## 5. Income and Property

The income and property of the Company will be applied solely towards the promotion of the Objects of the Company as set forth in this Constitution; and no portion thereof will be paid or transferred, directly or indirectly, by way of dividend, bonus or otherwise howsoever by way of profit, to the members of the Company PROVIDED THAT nothing herein will prevent the payment, in good faith, of reasonable and proper remuneration to any member, officer, or servant of the Company in return for any services actually rendered to the Company or to any member of the Company in relation to any contract, right or claim in which it is interested and which arises otherwise than by membership and, without limiting the generality of the foregoing, nothing herein will prevent the payment for goods supplied by any member in the ordinary or usual way of business, nor prevent the payment of interest for money lent or

reasonable and proper rent for premises demised or let by any member to the Company.

6. Liability

The liability of the members is limited.

7. Contribution

Every member of the Company undertakes to contribute to the assets of the Company in the event of the Company being wound up during the currency of membership or within one year of cessation of membership for payment of the debts and liabilities of the Company contracted before it ceases to be a member and of the costs, charges and expenses of winding up and for the adjustment of the rights of the contributories among themselves such amount as may be required but not exceeding **twenty dollars (\$20.00)**.

8. Winding Up

If upon the winding-up or dissolution of the Company there remains, after satisfaction of all its debts and liabilities, any property whatsoever, the same will not be paid to or distributed among the members of the Company but will be given or transferred to some other not for profit institution or institutions having objects similar to the Objects of the Company and which will prohibit the distribution of its or their income and property among its or their members to an extent that is consistent with that imposed on the Company and which will be approved under S78(1)(a) of the Income Tax Assessment Act 1936 such institution or institutions to be determined by the Directors for the time being at or before the time of dissolution and in default thereof by the Chief Judge in Equity of the Supreme Court of New South Wales or such other judge of that Court as may have or acquires jurisdiction in the matter.

Monies and property which were accepted as donations through the Australian Craft Fund (see Clause 4(q)) including any property/items purchased with donated monies and which provided tax deductibility for the donor must only be transferred to an organisation or organisations which are eligible for tax deductibility of donations under Subdivision 30-B, section 30-100, of the Income Tax Assessment Act 1997 and are listed on the Register of Cultural Organisations.

9 Shares

No shares in the Company may be issued.

## PART 2

### 1. Interpretation

In the Constitution unless the context otherwise requires:

"The Act" means the Corporations Act 2001 (Commonwealth);

"The Board" means the governing body of the Company;

"COA" means the Craft Organisations Australia Network

"The Company" means the Company incorporated as Craft Australia under that or any subsequent name;

"The General Manager" means any person appointed by the Board to perform the duties nominated of General Manager of the Company and/or his/her nominated delegate;

"Secretary" includes any person appointed to perform the duties of Secretary for the time being and where the context permits includes an Honorary Secretary;

"The Seal" means the Common Seal of the Company;

- (i) Expressions referring to writing will unless the contrary intention appears, be construed as references to printing, lithography, photography and other modes of representing or reproducing words in a visible form;
- (ii) Headings in the Constitution are to be disregarded in interpreting the Constitution.
- (iii) Words or expressions contained in the Constitution will be interpreted in accordance with the provisions of the Interpretation Act, 1897, and of the Act as in force at the date at which the Constitution became binding on the Company.

### 2. Purposes of the Company

The Company is established for the purposes set out in the Constitution.

## MEMBERSHIP

3. Membership shall comprise of the Craft Australia Board members. Such membership shall be recognised for the term of office served on the Board.
4. The Board members of the Craft organisations of Australia (COA) shall be the Electoral College for the election of the company board members.
5. The categories of membership, the subscription scheme and the annual subscription payable by members of the Company shall be such as the Board shall from time to time prescribe.
6. All annual subscriptions shall become due and payable in advance of the 1st day of January in every year.

## CESSATION OF MEMBERSHIP

7. A member shall cease to be a member upon their resignation or removal from the board or governing committee of the organisation that is included in COA.
8. If the annual subscription of a member remains unpaid for a period of two (2) calendar months after it becomes due then the member may, by resolution of the Board and after notice of the default has been sent to by the General Manager, be barred from all privileges of membership and her/his name may be removed by the Board from the Register of Members provided that the Board may reinstate the member and restore its name to the Register of members on payment of all arrears if the Board thinks fit to do so.

### 9. Resignation

A member may at any time by giving notice in writing to the Board resign its membership of the Company but will continue to be liable for:

- (a) any annual subscription and all arrears due and unpaid at the date of its resignation;
- (b) for all other moneys due by it to the Company; and
- (c) for any sum for which it is liable as a member of the Company under clause 7 of the Memorandum of Association of the Company.

### 9. Non-Compliance

If any member wilfully refuses or neglects to comply with the provisions of the Constitution of the Company or becomes guilty of any conduct which in the opinion of the Board is unbecoming of a member or prejudicial to the interest of the Company, the Board has the power to expel the member from the Company and remove his/her name from the Register of Members provided that:

- (a) at least one week before the meeting of the Board at which a resolution for his/her expulsion is passed, the member will have had notice of such meeting and of what is alleged against him/her and of the intended resolution for its expulsion; and that
- (b) at such meeting and before the passing of such resolution, he/she will have had an opportunity of giving (either orally or in writing) any explanation it chooses to present; and provided further that
- (c) any such member may by notice in writing lodged with the General Manager at least twenty-four (24) hours before the time for holding the meeting at which the resolution for its expulsion is to be considered by the Board, elect to have the question of its expulsion dealt with by the Company in a general meeting. In that event, an extraordinary general meeting of the Company is called for the purpose and if at that meeting a resolution for the expulsion of the member be passed by majority of two-thirds of those present and voting (such vote to be taken by ballot) the member will be expelled and its name removed from the Register of Members.

## **GENERAL MEETINGS**

### 10. Annual General Meetings

General Meetings of the Company each called “annual general meeting”, will be held in accordance with the provisions of the Act and at such places as decided by the Board. All general meetings, other than the annual general meetings, will be called “extraordinary general meetings”.

### 11. Extraordinary General Meetings

The Board may, whenever it thinks fit, convene an extraordinary general meeting. Extraordinary general meetings may be convened on the requisition of the Board or as otherwise provided by the Act.

### 12. Notice

- (a) Subject to the provisions of the Act relating to special resolutions and agreements for shorter notice, twenty one (21) days' notice is required.
- (b) Every such notice shall specify the place the day and the hour of the meeting, the general nature of any special business to be transacted at it and shall in other respects comply with the Act.
- (c) Notice will be given to such persons as are entitled to receive such notices from the Company.

### 13. Business

Special business is:

- (a) all business transacted at an extraordinary general meeting, and
- (b) all business transacted at an annual general meeting, with the exception of;
  - (i) the reception and consideration of the accounts, balance-sheets and the report of the Board and Auditors,
  - (ii) the election of the Board in the place of those retiring, and
  - (iii) the appointment and fixing of the remuneration of the Auditors.

## **PROCEEDINGS AT GENERAL MEETINGS**

### 14. Quorum

No business will be transacted at any general meeting unless a quorum of members is present at the time when the meeting proceeds to business. Except as otherwise provided herein, four (4) members being present in person, or by any other method of voting permitted by the Constitution, shall be a quorum.

### 15. Absence of Quorum

If within half an hour from the time appointed for the meeting a quorum is not present, the meeting, if convened upon the requisition of members under Section 249D, 249E

or 245F of the Act, will be dissolved; in any other case it will stand adjourned to the same day in the next week at the same time and place, or to such other day and at such other time and place as the President may determine, and if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting, the members present (being not less than two (2) members) will be a quorum.

16. Chairperson

The President of the Company will preside as chairperson at every general meeting of the Company and the Board, or if there is no President or if the President is not present within fifteen (15) minutes after the time appointed for the holding of the meeting or is unwilling to act, the Vice-President will preside. If the Vice-President is not present or is unwilling to act the members present will elect another member of the Board to be chairperson of the meeting, a simple majority sufficing. If no member of the Board is present within fifteen (15) minutes of the due commencement time, the meeting will be adjourned to the same time and place 30 days later. If at such adjourned meeting the President is not present within fifteen (15) minutes or is unwilling to act then the members present will elect one of their number to be chairperson of the meeting, a simple majority sufficing.

17. Adjournment

The chairperson may, with the consent of the meeting adjourn the meeting from time to time and from place to place, but no business may be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place. When a meeting is adjourned for thirty (30) days or more, notice of the adjourned meeting will be given as in the case of an original meeting.

18. Voting

At any general meeting a resolution put to the vote of the meeting will be decided on a show of hands unless a poll is (before or on the declaration of the result of the show of hands) demanded:

- (a) by the chairperson; or
- (b) by at least three (3) members present in person.

Unless a poll is so demanded a declaration by the chairperson that a resolution has on a show of hands been carried or carried unanimously or by a particular minority, or lost. An entry to that effect in the book containing the minutes of the proceedings of the Company will be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the resolution. The demand for a poll may be withdrawn.

19. Poll

If a poll is duly demanded it will be taken in such manner and at such time as the chairperson directs and either at once or after an interval or adjournment or otherwise.

A poll demanded relating to the election of a President or on a question of adjournment will be taken forthwith.

20. Casting Vote

The chairperson of the meeting at which a vote takes place or at which a poll is demanded will be entitled to a casting vote if the votes are tied.

21. Vote

A member may vote in a general meeting in person, by attorney or by proxy. On a show of hands every person present who is a member or representative of a member will have one (1) vote and on a poll every member present in person or by attorney or proxy will have one (1) vote.

22. Unfinancial

No member will be entitled to vote at any general meeting if its annual subscription will be more than one month in arrears at the date of the meeting unless otherwise directed by the Board.

23. Instrument of Attorney/Proxy

The instrument of attorney or a certified copy of that instrument must be deposited at the registered office of the Company, or at such other place within the State as is specified for that purpose in the notice convening the meeting, not less than forty-eight (48) hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote, or, in the case of a poll, not less than twenty-four (24) hours before the time appointed for the taking of the poll and, in default, the instrument of attorney will not be treated as valid.

24. Attorney/Proxy Vote

A vote given in accordance with the terms of an instrument of attorney or proxy will be valid notwithstanding the previous death or unsoundness of mind of the principal or revocation of the instrument or of the authority under which the instrument was executed, if no intimation in writing of such death, unsoundness of mind or revocation as aforesaid has been received by the Company at the registered office before the commencement of the meeting or adjourned meeting at which the instrument is used.

## **BOARD MEMBERSHIP AND OFFICE-BEARERS**

25. Office-Bearers

- (a) The Board shall consist of a number of officers and members in accordance with the following provisions of the Constitution. The officers of the Company shall consist of a president and a secretary. The Board may also appoint a Vice-President, an honorary treasurer and/or an honorary secretary. Subject to paragraph 27(2) below, membership of the Board shall be for a period of Twenty four (24) months from the date of appointment.
- (b) Upon completion of a two year appointment a Director may stand for one further maximum term of two (2) years after which there shall be an obligatory stand down period of three (3) years before the Director becomes eligible for re-election.

- (c) At the first general meeting (after this amendment) there will be three (3) Directors elected, one (1) Director appointed, one (1) Director being the Chair of COA and two (2) members of the Board serving immediately prior to this amendment (Interim Directors) shall continue in office. Prior to the first annual general meeting immediately following that election (Second AGM), the two (2) Interim Directors and the appointed Director shall resign. Prior to the annual general meeting immediately following the Second AGM, two (2) Board Members shall resign. Thereafter, at each annual general meeting the members shall elect two (2) Directors to the Board.
- (d) No person shall hold the office of President, for any consecutive period of more than six years.
- (e) Secretary
  - (i) The Board will appoint a Secretary as provided by the Act for such term and at such remuneration and upon such conditions as they think fit and any Secretary so appointed may be removed by the Board. The General Manager of the Company may be appointed Secretary.
  - (ii) The Board may appoint any member as Honorary Secretary and remove any person so appointed.
  - (iii) The Board may define the powers, authorities, discretions, functions and duties of the Secretary, Honorary Secretary, and of any other officer of the Company and from time to time may confer or limit any such powers, authorities, discretions and duties in such manner as they think fit.

## 26. The Board

- (a) The Board of the Company shall ordinarily consist of seven people being four Directors elected by the members and three Directors appointed by the Board, having regard to the expertise of the nominees and the needs of the Company. One of the Directors appointed by the Board shall be the Chair of COA. A minimum of three Directors will be crafts practitioners.
- (b) The quorum for the Board is a minimum of four.
- (c) The President will be elected biennially by the Board.
- (d) The General Manager of the Company shall not be a member of the Board.
- (e) If the Board considers it necessary it may temporarily increase the Board membership up to nine Board members for the purpose of including specific expertise by way of Interim Board members who are appointed for one year only. Such Interim Board members' membership of the Board may be extended for one further year if required but in any event for such Interim Board members shall serve for no more than 2 years.

## 27. Elections to the Board

The election of the Board will take place in the following manner:-

- (a) Any two members of the Company will be at liberty to nominate any person to serve as a member of the Board.
- (b) The nominations must be (i) in writing (ii) signed by the proposer (iii) endorsed by the candidate to acknowledge his/her consent, and (iv) lodged with the Secretary by April prior to the annual general meeting at which the election is to take place, and (v) be accompanied by a statement describing the nominee's particular appropriateness for the position of Company Director.
- (c) Company will receive all nominations in April. Company will prepare a list of the candidates' names in alphabetical order, with the proposers' and seconders' names and their written argument for appointment accompanied by a list of vacancies available and skill and experience required. This material with ballot papers will be sent to the members who will vote by listing the preferred candidates in order of priority with 1 being the most preferred candidate. Each member will return the results, by the end of May, to Company. The General Manager, as returning officer, will combine the individual results and prepare a list of the successful nominees. These appointments will be ratified by the members of the Company at the Annual General Meeting.
- (d) Names of candidates to be appointed by the Board will also be announced at the Annual General Meeting
- (e) In case there are not a sufficient number of candidates nominated, the Board may appoint any person to fill the remaining vacancy or vacancies.

28. Number of Board Members

Other than as set out above at paragraph 26 the Company may from time to time by ordinary resolution passed at a general meeting increase or reduce the number of office-bearers or other members of the Board.

29. Appointments to the Board

The Board has the power at any time, and from time to time, to appoint any person to the Board, either to fill a casual vacancy or as an addition to the existing office-bearers or other members of the Board but so that the total number of office-bearers or other members of the Board will not at any time exceed the number fixed in accordance with the Constitution. Any office-bearer or other member of the Board so appointed will hold office only until the next following annual general meeting.

30. Removal of Board Member

Subject to the Act the Company may by resolution of which special notice has been given remove any office-bearer or other member of the Board before the expiration of his/her period of office, and may by resolution appoint another person in his/her stead; the person so appointed will hold office only until the next following annual general meeting.

31. Ceasing to be a Director

A Director will be deemed to have vacated office if she/he:

- (i) ceases to be a Director by virtue of the Act;

- (ii) becomes bankrupt or makes any arrangement or composition with his/her creditors generally;
- (iii) becomes prohibited from being a Director of a company by reason of any order made under the Act;
- (iv) 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;
- (v) resigns office by notice in writing to the Company;
- (vi) is absent without permission of the Board from more than two meetings of the Board in a year;

Provided always that nothing in this paragraph will affect the operation of the Constitution.

## **POWERS AND DUTIES OF THE BOARD**

### **33. Management**

The Board will have the general management of the business and funds of the Company. It may pay all expenses incurred in promoting and registering the Company, and may exercise all such powers of the Company as are not, by the Act or by the Constitution required to be exercised by the Company in general meetings. The only limitation to such powers are those set out in the Constitution, the provisions of the Act, and as may be prescribed by the Company in general meeting. No amendment of the Constitution made by the Company in general meeting can invalidate any prior act of the Board that would have been valid if that amendment had not been made.

### **34. Powers**

The Board may exercise all the powers of the Company to borrow money and to mortgage or charge its property, or any part thereof, and to issue debentures and other securities whether outright or as security for any debt, liability or obligation of the Company subject to the limitations of the Act with respect to companies limited by guarantee.

### **35. Cheques, Bills, Etc.**

The Board will hold the funds of the Company in a separate bank account in the name of the Company with such bankers as the Board may determine from time to time. All cheques, promissory notes, drafts, bills of exchange and other negotiable instruments, and all receipts for money paid to the Company must be signed, drawn, accepted, endorsed or otherwise executed, as the case may be, by the General Manager and/or one of two (2) authorised signatories of the Board or in such other manner as the Board from time to time may determine. All documents requiring endorsement will be sufficiently endorsed if signed by any one of them.

## **PROCEEDINGS OF THE BOARD**

### **36. Meetings**

- (a) The Board may meet in person or using electronic facilities (including telephone, video and the like). It shall meet at least three (3) times annually and may adjourn and otherwise regulate its meetings as it thinks fit. The President may at any time and the General Manager will on the requisition of two (2) Directors summon a meeting of the Board.
- (b) The President shall preside as Chairperson at every meeting of the Board or if there is no president, or if at any meeting s/he is not present within ten minutes after the time appointed for holding the meeting, the Vice-President shall be Chairperson. If the Vice-President is not present at the meeting then the other members of the Board may choose one of their number to be Chairperson of the meeting.

37. Quorum

The quorum necessary for the transaction of the business of the Board will be four (4) or such greater number as may be fixed by the Board.

38. Majority

- (a) Subject to the Constitution, questions arising at any of the meetings of Directors will be decided by a majority of votes and a determination by a majority of the Directors will for all purposes be deemed a determination of the Directors. In case of an equality of votes the Chairperson of the meeting will have a second or casting vote.
- (b) The interpretation of the Act at any meeting will be determined by the Chairperson.

39. Board Member's Conflict of Interest

A member of the Board must not vote in respect of any contract or proposed contract with the Company in which s/he is interested, or in any matter arising thereout, and if s/he does so vote, that vote will not be counted.

40. Continuing Directors

The continuing Directors may act notwithstanding any vacancy in the Board but if and so long as their number is reduced below the number fixed by or pursuant to these regulations as the necessary quorum of the Directors, the continuing Director or Directors may act for the purpose of increasing the number of Directors to that number or of summoning a general meeting of the Company but for no other purpose.

41. Acts of Directors and Committee

All acts done by any meeting of the Directors or of a Committee or by any person acting as a Director, notwithstanding that it is afterwards discovered that there was some defect in the appointment of any such member or any such Director or person acting as aforesaid, or that the Directors or any of them were disqualified, will be as valid as if such person had been duly appointed and was qualified to be a Director.

42. Resolution in Writing

A resolution in writing signed by all the Directors in Australia for the time being entitled to receive notice of a meeting of the Directors will be as valid and effectual as if it had been passed at a meeting of the Directors duly convened and held. Any such resolution may consist of several documents in like form, each signed by one or more Directors. Such documents may be transmitted by facsimile.

## **COMMITTEES**

### **43. The Craft Australia Forum**

- (a) The Board of the Company shall establish an advisory group under the name "The Craft Australia Forum" ("Forum")
- (b) The function of the Forum is, at the request of the Board, to advise the Board on matters relating to the Company's Objects as set out in this Constitution. The Forum does not have any authority over, or responsibility to, the General Manager or employees of the Company.
- (c) The Forum shall consist of:
  - ;
  - (i) such persons as the Board from time to time appoints either on its own initiative or on recommendation from the craft sector with at least one member from each State and Territory;
  - (ii) members of the Forum may be Board members or ex-Board members.
- (d) The Board will determine:
  - (i) the manner in which the Forum is to perform its functions; and
  - (ii) the procedure to be followed at or in relation to meetings of the Forum,and the Board shall notify the Forum in writing of any determination by the Board under this subsection in relation to the Forum.
- (f) Where the Board receives any advice from the Forum, the Board shall have regard to the advice.

### **44. Other Advisory Committees**

- (a) The Board may also establish advisory groups in consultation with specific state COA members for any State and Territory in Australia. Collectively referred to as "Regional Forums:"
- (b) In addition to the Forum and the Regional Forums, the Board may establish advisory committees, consisting of such persons as the Board appoints

including Forum members, to furnish advice to the Board on particular matters or classes of matters relating to the Company's management and Objects.

## **ACCOUNTS**

### 45. Accounts

The Board will cause to be kept such accounting and other records to be kept and shall cause to be prepared from time to time such profit and loss account and balance sheet as are required by the Act and every profit and loss account and balance sheet shall be dealt with in accordance with the Act. The Board will cause to be made out and laid before each annual general meeting a balance sheet and profit and loss account made up to date not more than three (3) months before the date of the meeting.

### 46. Inspection

The members of the Company shall be entitled to inspect the accounting and other records of the Company at such times and places and under such reasonable conditions or regulations that the Board shall from time to time (subject to the provisions of the Act) determine. Provided that no member (not being a Board Member) shall be entitled to require or receive any information concerning confidential commercial dealings of the Company.

## **AUDIT**

47. Once at least in every year the accounts of the Company shall be audited and the correctness of profit and loss account and balance sheet ascertained by one or more auditor or auditors.

48. A properly qualified Auditor must be appointed and may be removed and its remuneration fixed and duties regulated in accordance with the Act.

## **SEAL**

49. The Board will provide for the safe custody of the seal which may only be used by the authority of the Board or of a Committee of Directors authorised by the Directors in that behalf, and every instrument to which the seal is affixed must be signed by a Director and must be countersigned by General Manager or a second Director or Secretary or by some other person appointed by the Board for that purpose.

## **NOTICES**

### 50. Service of Notice

A notice may be given by the Company to any member by sending it by ordinary pre-paid post to the member's address or transmitted by facsimile. Where a notice is sent by post, service of the notice will be deemed to be effected by properly addressing, pre-paying and posting a letter containing the notice and to have been effected, in the case of a notice of a meeting, two (2) days after the date of its posting and in any other case at the time at which the letter would be delivered in the ordinary course of post.

### 51. Persons Entitled to Notice

- (a) Notice of every general meeting will be given in any manner hereinbefore authorised to:
  - (i) every financial member except those members who have not supplied to the Company an address for the giving of notices to them;
  - (ii) the Auditor for the time being of the Company.
- (b) No other person will be entitled to receive notices of general meetings.

## **WINDING UP**

- 52. The provisions of clause 8 of the Constitution in relation to the winding up or dissolution of the Company will have effect and be observed as if the same were repeated in the Constitution.

## **INDEMNITY**

- 53. Every Director, Auditor and any other officer for the time being of the Company is to be indemnified out of the assets of the Company against any liability incurred by him/her in defending any proceedings whether civil or criminal connected with their duties or obligations on behalf of the Company in which judgement is given in their favour or in which they are acquitted or in connection with any application under the Act in which relief is granted by the Court in respect of any negligence, default, breach of duty or breach of trust.