

**CONSTITUTION
OF
Australian Association of
Live Steamers Ltd
Version 9.2
12th September, 2021**

Australian Company Number (ACN) 107 882 404
Australian Business Number (ABN) 81 107 882 404

A company limited by guarantee

Table of contents

PRELIMINARY	4	23.	General meetings called by directors.....	9
1. Name of the company	4	24.	General meetings called by members.....	9
2. Type of company	4	25.	Special General Meetings	9
3. Limited liability of members.....	4	26.	Annual General Meeting	9
4. The guarantee	4	27.	Notice of general meetings	10
5. Effect of this Constitution.....	4	28.	Quorum at general meetings	11
6. Definitions	4	29.	Auditor's right to attend meetings.....	11
OBJECTIVES AND POWERS	4	30.	Representatives of members	11
7. Objectives.....	4	31.	Using technology to hold meetings.....	12
8. Powers.....	5	32.	Chairperson for general meetings.....	12
9. Not-for-profit.....	5	33.	Role of the chairperson	12
10. Amending the constitution	5	34.	Adjournment of meetings	12
MEMBERS.....	5	MEMBERS' RESOLUTIONS AND		
11. Membership and Register of Members	5	STATEMENTS.....	12	
12. Who can be a member.....	5	35.	Member's resolutions and statements	12
13. How to apply to become a member	5	36.	Giving notice of proposed resolution or	
14. How Membership Applications are			distribute statement.....	12
approved.....	6	VOTING AT GENERAL MEETINGS.....	13	
15. When an Organisation becomes a member	6	37.	Direct Voting.....	13
16. Fees and Levies	6	38.	How many votes a member has.....	13
17. How a member renews its membership.....	6	39.	Challenge to member's right to vote.....	13
18. When an Organisation ceases being a		40.	How voting is carried out	13
member.....	7	41.	When and how a vote in writing must be	
19. Rights and obligations continue after			held	14
membership ceases	7	42.	Appointment of proxy	14
20. Fees are forfeited on cessation of		43.	Voting by proxy	14
membership.....	7	DIRECTORS	15	
DISPUTE RESOLUTION AND DISCIPLINARY		44.	Number of directors	15
PROCEDURES.....	7	45.	Election and appointment of directors	15
21. Dispute resolution.....	7	46.	Election of chairpersons	16
22. Disciplining members.....	8	47.	Term of office	16
GENERAL MEETINGS OF MEMBERS	9	48.	When a director ceases being a director..	16
		POWERS OF DIRECTORS.....	16	

CONSTITUTION OF AUSTRALIAN ASSOCIATION OF LIVE STEAMERS LTD

49.	Powers of directors.....	16	BY-LAWS	21	
50.	Delegation of directors' powers	16	68.	By-laws	21
51.	Payments to directors.....	17	NOTICE.....	21	
52.	Execution of documents	17	69.	What is notice.....	21
	DUTIES OF DIRECTORS	17	70.	Notice to the company.....	21
53.	Duties of directors.....	17	71.	Notice to members.....	21
54.	Conflicts of interest.....	17	72.	When notice is taken to be given	21
	DIRECTORS' MEETINGS	18	FINANCIAL YEAR.....	22	
55.	When the directors meet.....	18	73.	Company's financial year.....	22
56.	Calling directors' meetings.....	18	INDEMNITY, INSURANCE AND ACCESS ..	22	
57.	Chairperson for directors' meetings	19	74.	Indemnity	22
58.	Quorum at directors' meetings.....	19	75.	Insurance	22
59.	Using technology to hold directors' meetings.....	19	76.	Directors' access to documents.....	22
60.	Passing directors' resolutions	19	WINDING UP	23	
61.	Circulating resolutions of directors.....	19	77.	Surplus assets not to be distributed to members.....	23
62.	Remedy of Defects.....	19	78.	Distribution of surplus assets	23
	OFFICE BEARERS	20	DEFINITIONS AND INTERPRETATION	23	
63.	Secretary	20	79.	Definitions	23
64.	Treasurer.....	20	80.	Reading this constitution with the Corporations Act.....	24
	STANDING COMMITTEES	20	81.	Interpretation	24
65.	Standing Committees.....	20	VERSION HISTORY	25	
	MINUTES AND RECORDS	20			
66.	Minutes and records.....	20			
67.	Financial and related records.....	20			

Preliminary

1. Name of the company

The name of the **company** is Australian Association of Live Steamers Ltd.

2. Type of company

The **company** is a not-for-profit public company limited by guarantee.

3. Limited liability of members

The liability of **members** is limited to the amount of the guarantee in clause 4.

4. The guarantee

Each **member** must contribute an amount not more than \$10 (the guarantee) to the property of the **company** if the **company** is wound up while the **member** is a **member**, or within 12 months after they cease being a **member**, and this contribution is required to pay for the:

- (a) debts and liabilities of the **company** incurred before the **member** ceased being a **member**,
or
- (b) costs of winding up.

5. Effect of this Constitution

This **constitution** is a contract between the **company** and each **member**, and between each **member** and every other **member**, whereby each **member** agrees to observe and comply with this **constitution** and its **by-laws**.

6. Definitions

In this **constitution**, words and expressions have the meaning set out in clauses 79, 80.3 and 81.

Objectives and powers

7. Objectives

The **company's** objectives are:

- (a) promote the science, knowledge, construction and demonstration of engineering miniatures, including but without being limited to miniatures of locomotive engines, steam powered road vehicles, watercraft and stationary plant through its **members**
- (b) promote the science and art of miniature engineering and engineering generally and of its allied sciences by experimentation and development of drive systems, pressure vessels and other ancillaries required to complete efficient working miniatures of the past and future possibilities
- (c) encourage **members** to arrange lectures, discussions, demonstrations and exhibitions of matters and things of engineering interest, and to arrange trials and competitions, film displays and visits to places of engineering interest
- (d) encourage **members** to promote interest in education of the general public and especially the younger generation in relation to our industrial heritage through examples of miniatures from a bygone era
- (e) foster the preparation and issue of recommendations for national standards relating to those aspects of the hobby of model engineering and miniature live steam construction to ensure the best interchange of operations between **members** and other organisations with similar interests
- (f) formulate, prepare and issue safe working codes for non-commercial miniature railways and live steam operations for use by **members**
- (g) assist in discussions with government departments on matters relating to the interests of **members**, and

(h) ascertain and recommend adequate levels of insurance coverage for **members**.

8. Powers

Subject to clause 9, the **company** has the following powers, which may only be used to carry out its objectives set out in clause 7:

- (a) the powers of an individual, and
- (b) all the powers of a **company** limited by guarantee under the **Corporations Act**.

9. Not-for-profit

- 9.1 The **company** must not distribute any income or assets directly or indirectly to its **members**, except as provided in clauses 9.2 and 78.
- 9.2 Clause 9.1 does not stop the **company** from doing the following things, provided they are done in good faith:
 - (a) paying a **member** for goods or services they have provided or expenses they have properly incurred at fair and reasonable rates or rates more favourable to the **company**, or
 - (b) making a payment to a **member** in carrying out the **company's** objectives.

10. Amending the constitution

The **members** may amend this **constitution** by passing a **special resolution**.

Members

11. Membership and Register of Members

- 11.1 A **member** of the **company** is an **organisation** whose application to become a **member** is approved pursuant to clauses 12, 13, 14 & 15.
- 11.2 The **company** must establish and maintain a **register of members**. The **register of members** must be kept by the secretary and must contain:
 - (a) for each current **member**:
 - i. name
 - ii. address
 - iii. any alternative address nominated by the **member** for the service of notices, and
 - iv. date the **member** was entered on to the register.
 - (b) for each **organisation** who ceased being a **member** in the last 7 years:
 - i. name
 - ii. address
 - iii. any alternative address nominated by the **member** for the service of notices, and
 - iv. dates the membership started and ended.
- 11.3 The **company** must give current **members** access to the **register of members**.
- 11.4 Information that is accessed from the **register of members** must only be used in a manner relevant to the interests or rights of **members**.

12. Who can be a member

- 12.1 A **member** must be an **organisation** whose Constitution is and remains aligned with the **company's** objectives defined in clause 7.
- 12.2 A **member** must have and maintain a membership of at least ten (10) natural persons.
- 12.3 A **member** must be a not-for-profit **organisation**.
- 12.4 A **member** must satisfy the **company** that they have adequate insurance cover as specified in the **standing orders** or as otherwise specified by the **directors** from time to time.

13. How to apply to become a member

An **organisation** can apply to become a **member** by **writing** to the secretary, in the form approved by the **directors** and signed by two members of the **organisation's executive**, stating that they:

- (a) comply with the membership requirements detailed at clause 12
- (b) will pay, on request, the Application Fee determined by the **directors**
- (c) support the objectives of the **company**, and
- (d) agree to comply with the **company's constitution**, including paying the guarantee under clause 4 if required.

14. How Membership Applications are approved

- 14.1 The **directors** must consider an application for membership within a reasonable time after the secretary receives the application.
- 14.2 Further information relating to the application, beyond that contained in the application, may be requested by the **directors** from the applicant or any other third party the **directors** deem appropriate.
- 14.3 The **board** may reject an application where the applicant does not comply:
 - (a) with the membership requirements specified at clause 12, or
 - (b) with the application requirements specified at clause 13.
- 14.4 The **board** must refer a complying application for membership to the **members** to determine whether to approve or reject the application.
- 14.5 In referring a membership application to the **members** the **board** may make a recommendation to accept or reject the application.
- 14.6 If the **members** approve an application, the secretary must as soon as possible:
 - (a) write to the applicant to tell them that their application was approved, and
 - (b) request payment within six (6) weeks after receipt of the notification of any sum payable under this Constitution, including the first year's annual subscription.
- 14.7 If the **members** reject an application, the secretary must write to the applicant as soon as possible to tell them that their application has been rejected but does not have to give reasons. Any fees paid by the applicant must be refunded in full.

15. When an Organisation becomes a member

An applicant will become a **member** when, having been notified under 14.6(a), the **company** receives the payment due under 14.6(b). The new **member** must be entered on the **register of members** within 6 weeks of receipt of this payment.

16. Fees and Levies

16.1 Fees

Members shall pay annual membership fees and such other fees in such amounts and at such times as the **directors** may from time to time determine, and if not so determined, the annual membership fee shall be payable by the 1st of July each year. Membership fees shall be calculated by the **directors** based on the number of **persons** belonging to the **member**.

16.2 Levies

In order to provide additional funds required for the operation of the **company** the **directors** may determine that levies are to be paid by **members** and may fix the amount and the dates for payment thereof but until so determined no levies shall be payable by **members**.

17. How a member renews its membership

A **member** renews its membership by completion of the renewal application form approved by the **directors** and signed by two members of the **organisation's executive**, stating that they:

- (a) comply with the membership requirements detailed at clause 12
- (b) will pay, on request, the annual membership fee determined by the **directors**

- (c) support the objectives of the **company**, and
- (d) agree to comply with the **company's constitution**, including paying the guarantee under clause 4 if required.

18. When an Organisation ceases being a member

Membership of the **company** is not transferable, whether by operation of Law or otherwise, and an **organisation** immediately ceases being a **member** if they:

- (a) fail to comply with the requirements of clause 17
- (b) cease to meet the requirements of clause 12
- (c) are wound up or otherwise dissolved or deregistered
- (d) resign, by **writing** to the secretary
- (e) are expelled under clause 22
- (f) have not responded within three months to a **written** request from the secretary that they confirm in **writing** that they want to remain a **member**, or
- (g) have membership fees or levies outstanding for more than six (6) months.

19. Rights and obligations continue after membership ceases

The termination of a **member's** membership (whether by resignation or expulsion) shall not in any way prejudice, lessen or affect the rights, duties, liabilities and obligations of a **member** whether they arise under this **constitution** or otherwise and are existing at the date of such termination or may arise or crystallise after that date out of or by reason of facts or circumstances occurring or in existence at or before that date and in particular (but not limited to) such termination shall not relieve a former **member** from any obligation to record or account for or pay any levies or fees referred to in Clause 16.

20. Fees are forfeited on cessation of membership

Fees paid by a **member** which resigns its membership or whose membership ceases for any reason, shall be forfeited to the **company** and no part of the fees shall be repayable by the **company** to the former **member**.

Dispute resolution and disciplinary procedures

21. Dispute resolution

- 21.1 The dispute resolution procedure in this clause applies to disputes (disagreements) under this **constitution** between a **member** or **director** and:
 - (a) one or more **members**
 - (b) one or more **directors**
 - (c) the **company**, or
 - (d) any combination of the above.
- 21.2 A **member** must not start a dispute resolution procedure in relation to a matter which is the subject of a disciplinary procedure under clause 22 until the disciplinary procedure is completed.
- 21.3 Those involved in the dispute must try to resolve it between themselves within 14 days of knowing about it.
- 21.4 If those involved in the dispute do not resolve it under clause 21.3, they must within 10 days:
 - (a) tell the **directors** about the dispute in **writing**
 - (b) agree or request that a mediator be appointed, and
 - (c) attempt in good faith to settle the dispute by mediation.
- 21.5 The mediator must:
 - (a) be chosen by agreement of those involved, or
 - (b) where those involved do not agree:

- i. for disputes between **members**, a person chosen by the **directors**, or
 - ii. for other disputes, a person chosen by the president of the law institute or society in the state or territory in which the **company** has its registered office.
- 21.6 A mediator chosen by the **directors** under clause 21.5(b)i:
- (a) may be a **person** of a **member**, which **member** is not party to the dispute, and
 - (b) must not have a personal interest in the dispute, and
 - (c) must not be biased towards or against anyone involved in the dispute.
- 21.7 When conducting the mediation, the mediator must:
- (a) allow those involved a reasonable chance to be heard
 - (b) allow those involved a reasonable chance to review any **written** statements
 - (c) ensure that those involved are given natural justice, and
 - (d) not make a decision on the dispute.
- 21.8 If the mediation process does not result in the dispute being resolved, the parties may seek to resolve the dispute in accordance with the **Corporations Act** or otherwise at law.

22. Disciplining members

- 22.1 In accordance with this clause, the **directors** may resolve to commence the process to warn, suspend or expel a **member** from the **company** if the **directors** consider that:
- (a) the **member** has breached this **constitution**
 - (b) the **member** has made a false or misleading declaration to the **company**
 - (c) fees or levies remain unpaid by the **member** for a period exceeding 3 months
 - (d) the **member** has breached a **safety standard**
 - (e) the **member**, or a **person** belonging to the **member**, by any means whether verbal, **written**, by action or otherwise, takes any action which undermines the reputation or integrity of the operating codes of the AALS, the AMBSC boiler codes or any other **safety standard** administered by the **company**, or
 - (f) the behaviour of the **member**, or a **person** belonging to the **member**, is causing, has caused, or is likely to cause harm to the **company**, by actions including (but not limited to) undermining the reputation and integrity of the **company**, including its committees.
- 22.2 Having resolved to commence the process under clause 22.1, the **directors** must schedule a **directors'** meeting at which the discipline motion will be considered. At least 14 days before this **directors'** meeting, the secretary must notify the **member** in **writing**:
- (a) that the **directors** are considering a resolution to warn, suspend or expel the **member**
 - (b) that this resolution will be considered at a **directors'** meeting and the date of that meeting
 - (c) what the **member** is said to have done or not done
 - (d) the nature of the resolution that has been proposed, and
 - (e) that the **member** may provide, in the manner specified by the **directors**:
 - i. an explanation to the **directors**, and/or
 - ii. an instruction that, should the **directors** resolve to take action against the **member**, it requires the matter to be determined under clause 22.4(f).
- 22.3 Before the **directors** pass any resolution under clause 22.2, the **member** must be given a chance to explain or defend themselves by:
- (a) sending the **directors** a **written** explanation before that **directors'** meeting, and/or
 - (b) speaking at the meeting.
- 22.4 After considering any explanation under clause 22.3, the **directors** may:
- (a) take no further action
 - (b) warn the **member**
 - (c) suspend the **member's** rights as a **member** for a period of no more than 12 months
 - (d) expel the **member**

- (e) refer the decision to an unbiased, independent person on conditions that the **directors** consider appropriate (however, the person can only make a decision that the **directors** could have made under this clause), or
 - (f) require the matter to be determined at a **general meeting**.
- 22.5 The **directors** cannot fine a **member**.
- 22.6 The secretary must give **written** notice to the **member** of the decision under clause 22.4 as soon as possible.
- 22.7 Disciplinary procedures must be completed as soon as reasonably practical.
- 22.8 There will be no liability for any loss or injury suffered by the **member** as a result of any decision made in good faith under this clause.

General meetings of members

23. General meetings called by directors

- 23.1 The **directors** may call a **general meeting**.
- 23.2 If 5% of the **members** make a **written** request to the **company** for a **general meeting** to be held, the **directors** must:
- (a) within 21 days of the **members'** request, give all **members** notice of a **general meeting**, and
 - (b) hold the **general meeting** within 2 months of the **members'** request.
- 23.3 The percentage of **members** required by clause 23.2 is to be calculated as at midnight immediately preceding the date of the request.
- 23.4 The **members** who make the request for a **general meeting** must:
- (a) state in the request any resolution to be proposed at the meeting
 - (b) have the request signed by two of the **member's executive**, and
 - (c) give the request to the **company**.
- 23.5 Separate copies of a document setting out the request may be signed by **members** if the wording of the request is the same in each copy.

24. General meetings called by members

- 24.1 If the **directors** do not call the meeting within 21 days of being requested under clause 23.2, 50% or more of the **members** who made the request may call and arrange to hold a **general meeting**.
- 24.2 To call and hold a meeting under clause 24.1 the **members** must:
- (a) as far as possible, follow the procedures for **general meetings** set out in this **constitution**
 - (b) call the meeting using the list of **members** on the **company's register of members**, which the **company** must provide to the **members** making the request at no cost, and
 - (c) hold the **general meeting** within three months after the request was given to the **company**.
- 24.3 The **company** must pay the **members** who request the **general meeting** any reasonable expenses they incur because the **directors** did not call and hold the meeting.

25. Special General Meetings

- 25.1 All **general meetings**, other than the **annual general meeting** are Special General Meetings.
- 25.2 All business at a Special General Meeting is special business, and all resolutions are **special resolutions**.

26. Annual General Meeting

- 26.1 A **general meeting**, called the **annual general meeting**, must be held at least once in every calendar year, within 5 months of the end of the **company's** financial year.
- 26.2 At least four months before the proposed date of the **annual general meeting**, the Secretary shall send out notice calling for nominations for vacant positions on the **board** and any resolutions, including any **special resolutions**, to be put at the meeting. Such nominations and resolutions are to be returned to the Secretary by the date specified in the notice, which will be no later than two months prior to the proposed date of the **annual general meeting**.
- 26.3 The business of an **annual general meeting** may include:
- (a) a review of the **company's** activities
 - (b) a review of the **company's** finances
 - (c) any auditor's report
 - (d) the election of **directors**, and
 - (e) the appointment and payment of auditors, (if any)
- provided that notice thereof has been included in the notice of meeting.
- 26.4 Before or at the **annual general meeting**, the **directors** must give information to the **members** on the **company's** activities and finances during the period since the last **annual general meeting**.
- 26.5 The chairperson of the **annual general meeting** must give **members** as a whole a reasonable opportunity at the meeting to ask questions or make comments about the management of the **company**.

27. Notice of general meetings

- 27.1 Notice of a **general meeting** must be given to:
- (a) each **member** entitled to vote at the meeting
 - (b) each **director**, and
 - (c) the auditor (if any).
- 27.2 Notice of a **general meeting** must be provided in **writing** at least 21 days before the meeting.
- 27.3 Subject to clause 27.4, notice of a meeting may be provided less than 21 days before the meeting if:
- (a) for an **annual general meeting**, all the **members** entitled to attend and vote at the **annual general meeting** agree beforehand, or
 - (b) for any other **general meeting**, **members** with at least 95% of the votes that may be cast at the meeting agree beforehand.
- 27.4 Notice of a meeting cannot be provided less than 21 days before the meeting if a resolution will be moved to:
- (a) remove a **director**
 - (b) appoint a **director** in order to replace a **director** who was removed, or
 - (c) remove an auditor.
- 27.5 Notice of a **general meeting** must include:
- (a) the place, date and time for the meeting (and if the meeting is to be held in two or more places, the technology that will be used to facilitate this)
 - (b) the general nature of the meeting's business
 - (c) a statement that other than procedural matters, the only business conducted at the meeting will be the business set out in the Notice
 - (d) if applicable, that a **special resolution** is to be proposed and the words of the proposed resolution
 - (e) a statement that **members** have the right to appoint proxies and that, if a **member** appoints a proxy:

- i. the proxy must be a natural person, but does not need to be a **person** of a **member**
- ii. the proxy form must be delivered to the **company** at the address (including an email address) specified in the notice of the meeting, and
- iii. the proxy form must be delivered to the **company** at least 48 hours before the meeting.

27.6 If a **general meeting** is adjourned for one month or more, the **members** must be given new notice of the resumed meeting.

28. Quorum at general meetings

28.1 For a **general meeting** to be held:

- (a) at least 3 **members** (a quorum) must be in attendance by **representative** or proxy for the whole meeting. When determining whether a quorum is present, an individual may only be counted once (even if that individual is a **representative** or proxy of more than one **member**), and
- (b) At least 50% of the **members** entitled to vote must be **present**, noting that a single individual may be a **representative** for multiple **members** and may hold multiple proxies.

28.2 No business may be conducted at a **general meeting** if a quorum is not **present**.

28.3 If there is no quorum present within 30 minutes after the starting time stated in the notice of **general meeting**, the **general meeting** is adjourned to the date, time and place that the chairperson specifies. If the chairperson does not specify one or more of those things, the meeting is adjourned to:

- (a) if the date is not specified – the same day in the next week
- (b) if the time is not specified – the same time, and
- (c) if the place is not specified – the same place.

28.4 If no quorum is present at the resumed meeting within 30 minutes after the starting time set for that meeting, the meeting is cancelled.

29. Auditor's right to attend meetings

29.1 The auditor (if any) is entitled to attend any **general meeting** and to be heard by the **members** on any part of the business of the meeting that concerns the auditor in the capacity of auditor.

29.2 The **company** must give the auditor (if any) any communications relating to the **general meeting** that a **member** is entitled to receive.

30. Representatives of members

30.1 A **member** may appoint a maximum of two **persons** as **representatives** of the **member** at meetings.

30.2 Each appointed **representative** must be of good standing and reputation.

30.3 A **representative** cannot be a **director** of the **company**, nor nominated for such a position.

30.4 The appointment of a **representative** by a **member** must:

- (a) be in **writing**, authorising the **person** to act and speak on their behalf
- (b) include the name of the **representative**
- (c) be signed on behalf of the **member** by two of the **member's executive**
- (d) be signed by the **representative** accepting the appointment, and
- (e) be given to the **company** or, for representation at a meeting, to the chairperson before the meeting starts.

30.5 A **representative** has all the rights and responsibilities of the **member** they represent.

30.6 The appointment may be standing (ongoing).

30.7 A **representative** ceases to be a **representative** if they:

- (a) give **written** notice of resignation as a **representative** to the **company**
- (b) die

- (c) cease being a **person** of a **member**
- (d) their nominating **member** ceases being a **member**, or
- (e) have their appointment revoked by their appointing **member**.

31. Using technology to hold meetings

- 31.1 The **company** may hold a **general meeting** at two or more venues using any technology that gives the **members** as a whole a reasonable opportunity to participate, including to hear and be heard.
- 31.2 Anyone using this technology is taken to be in attendance for the purposes of clause 28.1.

32. Chairperson for general meetings

- 32.1 The **elected chairperson** is entitled to chair **general meetings**.
- 32.2 In his absence, the **elected vice-chairperson** is entitled to chair **general meetings**.
- 32.3 The **members present** and entitled to vote at a **general meeting** may choose a **director** or **representative** to be the chairperson for that meeting if neither the **elected chairperson** nor **elected vice-chairperson** want to act as chairperson of the meeting.

33. Role of the chairperson

- 33.1 The chairperson is responsible for the conduct of the **general meeting**, and for this purpose must give **members** a reasonable opportunity to make comments and ask questions (including to the auditor (if any)).
- 33.2 The chairperson does not have a casting vote.

34. Adjournment of meetings

- 34.1 If a quorum is present, a **general meeting** must be adjourned if a majority of **members present** direct the chairperson to adjourn it.
- 34.2 Only unfinished business may be dealt with at a meeting resumed after an adjournment.

Members' resolutions and statements

35. Member's resolutions and statements

- 35.1 A **member** may give the **company**:
 - (a) a resolution they wish to have included on the notice for a **general meeting** (**member's** resolution), and if they wish, a statement about the resolution; or
 - (b) a statement about any other matter that may properly be considered at a **general meeting** (**member's** statement).
- 35.2 The proposed **member's** resolution must be signed by two of that **member's executive**.
- 35.3 The **member's** statement to be distributed must be signed by two of **that member's executive**.
- 35.4 If the **company** has been given notice of a **member's** resolution under clause 35.1(a), the resolution must be considered at the next **general meeting** held more than two months after the notice is given.
- 35.5 This clause does not limit any other right that a **member** has to propose a resolution at a **general meeting**.

36. Giving notice of proposed resolution or distribute statement

- 36.1 If the **company** has been given a notice or request under clause 35:
 - (a) in time to send the notice of proposed **member's** resolution or a copy of the **member's** statement to **members** with a notice of meeting, it must do so at the **company's** cost, or
 - (b) too late to send the notice of proposed **member's** resolution or a copy of the **member's** statement to **members** with a notice of meeting, then the **member** who

proposed the resolution or made the request must pay the expenses reasonably incurred by the **company** in giving **members** notice of the proposed **member's** resolution or a copy of the **member's** statement. However, at a **general meeting**, the **members** may pass a resolution that the **company** will pay these expenses.

- 36.2 The **company** does not need to send the notice of proposed **member's** resolution or a copy of the **member's** statement to **members** if:
- (a) it is more than 1,000 words long
 - (b) the **directors** consider it may be defamatory
 - (c) clause 36.1(b) applies, and the **member** who proposed the resolution or made the request has not paid the **company** enough money to cover the cost of sending the notice of the proposed **member's** resolution or a copy of the **member's** statement to members, or
 - (d) in the case of a proposed **member's** resolution, the resolution does not relate to a matter that may be properly considered at a **general meeting** or is otherwise not a valid resolution able to be put to the **members**.
- 36.3 A **member's** resolution may not be altered or withdrawn once notice has been given to the **members**

Voting at general meetings

37. Direct Voting

- 37.1 The **directors** may determine that, at any general meeting of **members** of the **company**, a **member** who is entitled to vote at that meeting is entitled to a direct vote.
- 37.2 A direct vote includes a vote delivered to the **company** by hand, post, transmission, electronic mail or other means approved by the **directors**.
- 37.3 The **directors** may prescribe **by-laws** to govern direct voting including rules specifying the form, method and timing of giving the direct vote in order for the vote to be valid.

38. How many votes a member has

Each **member**, providing that it is not suspended, and there are no moneys due and payable to the **company** by it, has one vote.

39. Challenge to member's right to vote

- 39.1 A **member** or the chairperson may only challenge a **member's** right to vote at a **general meeting** at that meeting.
- 39.2 If a challenge is made under clause 39.1, the chairperson must decide whether or not the **member** may vote. The chairperson's decision is final.

40. How voting is carried out

- 40.1 Voting must be conducted and decided by:
- (a) a show of hands
 - (b) a vote in **writing**, or
 - (c) another method chosen by the chairperson that is fair and reasonable in the circumstances.
- 40.2 Before a vote is taken, the chairperson must state whether any proxy votes have been received and, if so, how the proxy votes will be cast.
- 40.3 In the event of a tie the Chairman of the meeting will not be entitled to exercise a second or casting vote and the motion will be deemed to be lost.
- 40.4 On a show of hands, the chairperson's decision is conclusive evidence of the result of the vote.

40.5 The chairperson and the meeting minutes do not need to state the number or proportion of the votes recorded in favour or against.

41. When and how a vote in writing must be held

- 41.1 A vote in **writing** may be demanded on any resolution instead of or after a vote by a show of hands by:
- (a) at least five **members present**, or
 - (b) **members present** with at least 5% of the votes that may be passed on the resolution on the vote in **writing** (worked out as at the midnight before the vote in **writing** is demanded), or
 - (c) the chairperson.
- 41.2 A vote in **writing** must be taken when and how the chairperson directs, unless clause 41.3 applies.
- 41.3 A vote in **writing** must be held immediately if it is demanded under clause 41.1:
- (a) for the election of a chairperson under clause 32.3, or
 - (b) to decide whether to adjourn the meeting.
- 41.4 A demand for a vote in **writing** may be withdrawn.

42. Appointment of proxy

- 42.1 A **member** may appoint a proxy to attend and vote at a **general meeting** on their behalf.
- 42.2 A proxy must be an individual, who need not be a **person**.
- 42.3 A proxy appointed to attend and vote for a **member** has the same rights as the **member** to:
- (a) speak at the meeting
 - (b) vote in a vote in **writing** (but only to the extent allowed by the appointment), and
 - (c) join in to demand a vote in **writing** under clause 41.1.
- 42.4 A proxy does not have the authority to speak and vote for a **member** at a meeting while the **member** has a **representative** at the meeting.
- 42.5 An appointment of proxy must be in writing and clearly identify that it is authorised by one of the **member's executive** appointing the proxy and must contain:
- (a) the **member's** name and address
 - (b) the **company's** name
 - (c) the proxy's name or the name of the office held by the proxy, and
 - (d) the meeting(s) at which the appointment may be used.
- 42.6 An appointment of proxy shall not be valid after the expiration of twelve (12) months from the date of its execution.
- 42.7 A proxy form must be received by the **company** in accordance with clauses 27.5(e)(ii) & 27.5(e)(iii). Unless the **company** receives **written** notice revoking the proxy's appointment before the start or resumption of a **general meeting** at which a proxy is to vote, a vote cast by the proxy is valid.
- 42.8 A proxy appointment shall specify the way the proxy must vote on a particular resolution.

43. Voting by proxy

- 43.1 A proxy is not entitled to vote on a show of hands (but this does not prevent a **person** appointed as a proxy from voting as a **member's representative** on a show of hands).
- 43.2 When a vote in **writing** is held, a proxy:
- (a) must vote the way that is specified on the proxy form, and
 - (b) if the proxy is also a **member's representative** or holds more than one proxy, may cast the votes held as the **member's representative** and proxies in different ways.

Directors

44. Number of directors

- 44.1 Notwithstanding any other provision herein, the **company** must have at least three **directors**, all of whom must ordinarily reside in Australia, and no more than the maximum number of **directors** as determined by the **members**.
- 44.2 The **board of directors** shall comprise at least the following positions, noting that one individual may hold multiple positions:
- (a) the President (Chairperson)
 - (b) the Vice-President (Vice-Chairperson)
 - (c) the Secretary
 - (d) the Treasurer
 - (e) the Insurance Officer
 - (f) the Chairperson of the **Australian Miniature Boiler Safety Committee**
 - (g) the Secretary of the **Australian Miniature Boiler Safety Committee**
 - (h) the Chairperson of the **Australian Live Steamers Safety Committee**, and
 - (i) the Secretary of the **Australian Live Steamers Safety Committee**.

45. Election and appointment of directors

- 45.1 Apart from **directors** appointed under clause 45.7, the **members** may elect a **director** by a resolution passed in a **general meeting**.
- 45.2 Each of the **directors** must be appointed by a separate resolution, unless:
- (a) the **members present** have first passed a resolution that the appointments may be voted on together, and
 - (b) no votes were cast against that resolution.
- 45.3 If there are no nominations for a named **director** position, that position shall be declared vacant, and no further nominations may be received at the **general meeting**.
- 45.4 If there is only one nomination for a named **director** position, the candidate nominated shall be deemed to be elected.
- 45.5 If there is more than one nomination for a named **director** position, a vote for that position must be held. Such vote must be conducted at a **general meeting** in such usual and proper manner that the **board** may direct.
- 45.6 A **person** is eligible for election as a **director** of the **company** if they:
- (a) have been nominated for election by a **member** in **writing** that:
 - i. includes the name of the nominee,
 - ii. is signed on behalf of the **member** by two of the **member's executive**, and
 - iii. is signed by the nominee, giving their consent to act as a **director** of the **company**
 - (b) are not a **representative** of a **member** appointed under clause 30, and
 - (c) are not ineligible to be a **director** under the **Corporations Act**.
- 45.7 The **directors** may appoint a **person** as a **director** to fill a casual vacancy or as an additional **director** if that **person**:
- (a) is not a **representative** of a **member** appointed under clause 30,
 - (b) gives the **company** their signed consent to act as a **director** of the **company**, and
 - (c) is not ineligible to be a **director** under the **Corporations Act**.
- 45.8 If the number of **directors** is reduced to fewer than three or is less than the number required for a quorum, the continuing **directors** may act for the purpose of increasing the number of **directors** to three (or higher if required for a quorum) by calling a **general meeting** which cannot be used for any other purpose.

46. Election of chairpersons

- 46.1 The **director** elected as the President is the **company's elected chairperson**.
- 46.2 The **director** elected as the Vice President is the **company's elected vice-chairperson**.

47. Term of office

- 47.1 At each **annual general meeting**:
- (a) any **director** appointed by the **directors** to fill a casual vacancy or as an additional **director** must retire, and
 - (b) at least one-third of the remaining **directors** must retire.
- 47.2 The **directors** who must retire at each **annual general meeting** under clause 47.1(b) will be the **directors** who have been longest in office since last being elected. Where **directors** were elected on the same day, the **director(s)** to retire will be decided by lot unless they agree otherwise.
- 47.3 Other than a **director** appointed under clause 45.7, a **director's** term of office starts at the end of the **annual general meeting** at which they are elected and ends at the end of the **annual general meeting** at which they retire.
- 47.4 Each **director** must retire at least once every three years.
- 47.5 A **director** who retires under clause 47.1 may nominate for election or re-election.

48. When a director ceases being a director

A **director** ceases being a **director** if they:

- (a) give **written** notice of resignation as a **director** to the **company**
- (b) die
- (c) are removed as a **director** by a **resolution** of the **members**, where more than 50% of the **members** are **present**
- (d) cease being a **person** of a **member**
- (e) their nominating **member** (clause 45.6(a)) ceases being a **member**
- (f) are absent from **directors' meetings** without approval from the **directors** for a period greater than six months, or
- (g) become ineligible to be a **director** of the **company** under the **Corporations Act**.

Powers of directors

49. Powers of directors

- 49.1 The **directors** are responsible for managing and directing the activities of the **company** to achieve the objectives set out in clause 7.
- 49.2 The **directors** may use all the powers of the **company** except for powers that, under the **Corporations Act** or this **constitution**, may only be used by **members**.
- 49.3 The **directors** must decide on the responsible financial management of the **company** including, but not limited to:
- (a) any suitable **written** delegations of power under clause 50, and
 - (b) how money will be managed, such as how electronic transfers, negotiable instruments or cheques must be authorised and signed or otherwise approved.
 - (c) creation of reserves and investments for the benefit of the **company**
- 49.4 The **directors** cannot remove a **director** or auditor. **Directors** and auditors may only be removed by a **member's** resolution at a **general meeting**.

50. Delegation of directors' powers

- 50.1 The **directors** may delegate any of their powers and functions to a committee, a **director**, an employee of the **company** (such as a chief executive officer) or any other person, as they consider appropriate.
- 50.2 The delegation must be recorded in the **company's** minute book.
- 50.3 Any delegation to a person that is not a **representative** must be advised to the **members** within three (3) months of the delegation.

51. Payments to directors

- 51.1 The **company** must not pay fees to a **director** for acting as a **director**.
- 51.2 The **company** may:
- (a) pay a **director** for work they do for the **company**, other than as a **director**, if the amount is no more than a reasonable fee for the work done, or
 - (b) reimburse a **director** for expenses properly incurred by the **director** in connection with the affairs of the **company**, excluding expenses incurred in attending and returning from meetings held in conjunction with the annual convention.
- 51.3 Any payment made under clause 51.2 must be approved by the **directors**.
- 51.4 The **company** may pay premiums for insurance indemnifying **directors**, as allowed for by law (including the **Corporations Act**) and this **constitution**.

52. Execution of documents

- 52.1 The **directors** may resolve that the **company** adopt a common seal, which must comply with the requirements of the **Corporations Act**.
- 52.2 The **company** may execute a document without using a common seal if the document is signed by:
- (a) two **directors** of the **company**, or
 - (b) a **director** and the **secretary**.

Duties of directors

53. Duties of directors

The **directors** must comply with their duties as **directors** under legislation and common law (judge-made law), and with duties including:

- (a) to exercise their powers and discharge their duties with the degree of care and diligence that a reasonable individual would exercise if they were a **director** of the **company**
- (b) to act in good faith in the best interests of the **company** and to further the objectives of the **company** set out in clause 7.
- (c) not to misuse their position as a **director**
- (d) not to misuse information they gain in their role as a **director**
- (e) to disclose any perceived or actual material conflicts of interest in the manner set out in clause 54
- (f) to ensure that the financial affairs of the company are managed responsibly, and
- (g) not to allow the company to operate while it is insolvent.

54. Conflicts of interest

- 54.1 A **director** must disclose the nature and extent of any actual or perceived material conflict of interest in a matter that is being considered or to be considered at a meeting of **directors** (or that is proposed in a circulating resolution):
- (a) to the other **directors**, or

- (b) if all of the **directors** have the same conflict of interest, to the **members** at the next **general meeting**, or at an earlier time if reasonable to do so.
- 54.2 The disclosure of a conflict of interest by a **director** must be recorded in the minutes of the meeting.
- 54.3 Each **director** who has a material personal interest in a matter that is being considered or to be considered at a meeting of **directors** (or that is proposed in a circulating resolution) must not, except as provided under clauses 54.4:
- (a) be present at the meeting while the matter is being discussed, or
- (b) vote on the matter.
- 54.4 A **director** may still be present and vote if:
- (a) their interest arises because of the **member** they represent, and the other **members** have the same interest
- (b) their interest relates to an insurance contract that insures, or would insure, the **director** against liabilities that the **director** incurs as a **director** of the **company** (see clause 75)
- (c) their interest relates to a payment by the **company** under clause 74 (indemnity), or any contract relating to an indemnity that is allowed under the **Corporations Act**
- (d) the Australian Securities and Investments Commission (ASIC) makes an order allowing the **director** to vote on the matter, or
- (e) the **directors** who do not have a material personal interest in the matter pass a resolution that:
- (i) identifies the **director**, the nature and extent of the **director's** interest in the matter and how it relates to the affairs of the **company**, and
- (ii) says that those **directors** are satisfied that the interest should not stop the **director** from voting or being present.
- 54.5 Other office may be held
- A **director** may hold any other office or place of profit, except that of auditor, in the **company** in conjunction with his directorship and may be appointed thereto upon such terms as to remuneration, tenure of office and otherwise as may be arranged by the **directors**.
- 54.6 Professional **director** may act
- Any **director** may act by himself or his firm in a professional capacity for the company, and he or his firm shall be entitled to remuneration for professional services as if he were not a **director**.

Directors' meetings

55. When the directors meet

The **directors** may decide how often, where and when they meet, providing they meet at least once per calendar year.

56. Calling directors' meetings

- 56.1 A **director** may call a **directors'** meeting by giving reasonable notice to all of the other **directors**. The notice shall specify:
- (a) the date, time & place(s) for the proposed meeting, and
- (b) the nature of the business to be transacted at the meeting.
- 56.2 A **director** may give notice in **writing** or by any other means of communication that has previously been agreed to by all of the **directors**.

57. Chairperson for directors' meetings

- 57.1 The **elected chairperson** is entitled to chair **directors'** meetings.
- 57.2 In his absence, the **elected vice-chairperson** is entitled to chair **directors'** meetings.
- 57.3 The **directors** at a **directors'** meeting may choose a **director** to be the chairperson for that meeting if neither the **elected chairperson** nor **elected vice-chairperson** want to act as chairperson of the meeting.

58. Quorum at directors' meetings

- 58.1 Unless the **directors** determine otherwise, the quorum for a **directors'** meeting is a majority (more than 50%) of **directors**, one of whom must be the **elected chairperson** or **elected vice-chairperson**.
- 58.2 A quorum must be present for the whole **directors'** meeting.

59. Using technology to hold directors' meetings

- 59.1 The **directors** may hold their meetings by using any technology (such as video-conferencing or tele-conferencing) that is agreed to by all of the **directors**.
- 59.2 The **directors'** agreement may be a standing (ongoing) one.
- 59.3 A **director** may only withdraw their consent within a reasonable period before the meeting.

60. Passing directors' resolutions

- 60.1 A **directors'** resolution must be passed by a majority of the votes cast by **directors** present and entitled to vote on the resolution.
- 60.2 A **director** may request that a resolution be resolved by a vote in **writing**.
- 60.3 The chairperson of the meeting shall not have a casting vote at that meeting.

61. Circulating resolutions of directors

- 61.1 The **directors** may pass a circulatory resolution without a **directors'** meeting being held.
- 61.2 A circulatory resolution is passed if a majority of the **directors** entitled to vote on the resolution sign or otherwise agree to the resolution in the manner set out in clause 61.3 or clause 61.4.
- 61.3 Each **director** may sign:
 - (a) a single document setting out the resolution and containing a statement that they agree to the resolution, or
 - (b) separate copies of that document, as long as the wording of the resolution is the same in each copy.
- 61.4 The **company** may send a circulatory resolution by email to the **directors** and the **directors** may agree to the resolution by sending a reply email to that effect, including the text of the resolution in their reply.
- 61.5 A circulatory resolution is passed when the last **director** signs or otherwise agrees to the resolution in the manner set out in clause 61.3 or clause 61.4.

62. Remedy of Defects

All acts done by any meeting of the **directors** or of a committee of **directors** or by any person acting as a **director** are, notwithstanding that it is afterwards discovered that there was some defect in the appointment of a person to be a **director** or a member of the committee, or to act as, a **director**, or that a person so appointed was disqualified, is valid as if the person had been duly appointed and was qualified to be a **director** or to be a member of the committee.

Office Bearers

63. Secretary

- 63.1 The **company** must have at least one secretary, who must also be a **director**.
- 63.2 The role of the secretary includes any responsibility specified by the **Corporations Act** plus other responsibilities as determined by the **company** from time to time.

64. Treasurer

The role of the **director** who is appointed as treasurer includes any responsibility specified by the **Corporations Act** plus other responsibilities as determined by the **company** from time to time.

Standing Committees

65. Standing Committees

The **board** shall establish two (2) standing committees being the **Australian Miniature Boiler Safety Committee** and the **Australian Live Steamers Safety Committee** in addition to any other sub-committee that it deems to be necessary. The **Australian Miniature Boiler Safety Committee** and the **Australian Live Steamers Safety Committee** shall exercise those functions in the manner as the **directors** shall determine from time to time.

Minutes and records

66. Minutes and records

- 66.1 The **company** must, within one month, make and keep the following records:
 - (a) minutes of proceedings and resolutions of **general meetings**
 - (b) a copy of a notice of each **general meeting**, and
 - (c) a copy of a **member's** statement distributed to **members** under clause 36.
- 66.2 The **company** must, within one month, make and keep the following records:
 - (a) minutes of proceedings and resolutions of **directors'** meetings (including meetings of any committees), and
 - (b) minutes of circulatory resolutions of **directors**.
- 66.3 To allow **members** to inspect the **company's** records:
 - (a) the **company** must give a **member** access to the records set out in clause 66.1, and
 - (b) the **directors** may authorise a **member** to inspect other records of the **company**, including records referred to in clause 66.2 and clause 67.1.
- 66.4 The **directors** must ensure that minutes of a **general meeting** or a **directors'** meeting are signed within a reasonable time after the meeting by:
 - (a) the chairperson of the meeting, or
 - (b) the chairperson of the next meeting.
- 66.5 The **directors** must ensure that minutes of the passing of a circulatory resolution of **directors** are signed by a **director** within a reasonable time after the resolution is passed.

67. Financial and related records

- 67.1 The **company** must make and keep **written** financial records that:
 - (a) correctly record and explain its transactions and financial position and performance, and
 - (b) enable true and fair financial statements to be prepared and to be audited.
- 67.2 The **company** must also keep **written** records that correctly record its operations.
- 67.3 The **company** must retain its records for at least 7 years.

- 67.4 The **directors** must take reasonable steps to ensure that the **company's** records are kept safe.
- 67.5 The **company** shall appoint an auditor or auditors, and his or their duties shall be regulated in accordance with the **Corporations Act**.
- 67.6 The **company** shall provide statements to the **members** in accordance with the **Corporations Act**.
- 67.7 **Members** have the right to examine and inspect any books, records or accounts of the company at any reasonable time.

By-laws

68. By-laws

- 68.1 The **directors** may pass a resolution to make by-laws to give effect to this **constitution**.
- 68.2 **Members** and **directors** must comply with by-laws as if they were part of this **constitution**.
- 68.3 This **constitution** overrides any clause in by-laws which is inconsistent with this **constitution**.
- 68.4 **Standing orders** is the term used by the **company** for its by-laws.

Notice

69. What is notice

- 69.1 Anything **written** to or from the **company** under any clause in this **constitution** is **written** notice and is subject to clauses 70, 71 & 72 unless specified otherwise.
- 69.2 Clauses 70, 71 & 72 do not apply to a notice of proxy under clause 42.7.

70. Notice to the company

Written notice or any communication under this **constitution** may be given to the **company**, the **directors** or the secretary by:

- (a) delivering it to the **company's** registered office
- (b) posting it to the **company's** registered office or to another address chosen by the **company** for notice to be provided
- (c) sending it to an email address or other electronic address notified by the **company** to the **members** as the **company's** email address or other electronic address.

71. Notice to members

- 71.1 **Written** notice or any communication under this **constitution** may be given to a **member**:
- (a) by handing it to a member of the **member's executive**
 - (b) by posting it to, or leaving it at the address of the **member** in the **register of members** or an alternative address (if any) nominated by the **member** for service of notices
 - (c) sending it to the email or other electronic address nominated by the **member** as an alternative address for service of notices (if any), or
 - (d) if agreed to by the **member**, by notifying the **member** at an email or other electronic address nominated by the **member**, that the notice is available at a specified place or address (including an electronic address).
- 71.2 If the **company** does not have a correct address for the **member**, the **company** is not required to give notice.

72. When notice is taken to be given

A notice:

- (a) delivered by hand, or left at the recipient's address, is taken to be given on the day it is delivered
- (b) sent by post, is taken to be given on the seventh business day after it is posted with the correct payment of postage costs
- (c) sent by email or other electronic method, is taken to be given on the business day after it is sent, and
- (d) given under clause 71.1(d) is taken to be given on the business day after the notification that the notice is available is sent.

Financial year

73. Company's financial year

The **company's** financial year is from 1st January to 31st December, unless the **directors** pass a resolution to change the financial year.

Indemnity, insurance and access

74. Indemnity

- 74.1 The **company** indemnifies each officer of the **company** out of the assets of the **company**, to the relevant extent, against all losses and liabilities (including costs, expenses and charges) incurred by that person as an officer of the **company**.
- 74.2 In this clause, 'officer' means a **director** or secretary and includes a **director** or secretary after they have ceased to hold that office.
- 74.3 In this clause, 'to the relevant extent' means:
 - (a) to the extent that the **company** is not precluded by law (including the **Corporations Act**) from doing so, and
 - (b) for the amount that the officer is not otherwise entitled to be indemnified and is not actually indemnified by another person (including an insurer under an insurance policy).
- 74.4 The indemnity is a continuing obligation and is enforceable by an officer even though that person is no longer an officer of the **company**.

75. Insurance

To the extent permitted by law (including the **Corporations Act**), and if the **directors** consider it appropriate, the **company** may pay or agree to pay a premium for a contract insuring a person who is or has been an officer of the **company** against any liability incurred by the person as an officer of the **company**.

76. Directors' access to documents

- 76.1 A **director** has a right of access to the financial records of the **company** at all reasonable times.
- 76.2 If the **directors** agree, the **company** must give a **director** or former **director** access to:
 - (a) certain documents, including documents provided for or available to the **directors**, and
 - (b) any other documents referred to in those documents.

Winding up

77. Surplus assets not to be distributed to members

If the **company** is wound up, any **surplus assets** must not be distributed to a **member** or a former **member**.

78. Distribution of surplus assets

- 78.1 Subject to the **Corporations Act** and any other applicable Act, and any court order, any **surplus assets** that remain after the **company** is wound up must be distributed to one or more **organisations**:
- (a) with objectives similar to, or inclusive of, the objectives in clause 7, and
 - (b) which also prohibit the distribution of any **surplus assets** to its members to at least the same extent as the **company**.
- 78.2 The decision as to the organisation(s) to be given the **surplus assets** must be made by a **special resolution of members** at or before the time of winding up. If the **members** do not make this decision, the **company** may apply to the Supreme Court to make this decision.

Definitions and interpretation

79. Definitions

In this **constitution**:

annual general meeting means the **general meeting** that by law, must be held once in each calendar year

Australian Live Steamers Safety Committee means the **Australian Live Steamers Safety Committee Executive** and all approved competent persons

Australian Live Steamers Safety Committee Executive means the Chairman, Secretary and Technical Officer of the **Australian Live Steamers Safety Committee**

Australian Miniature Boiler Safety Committee means the **Australian Miniature Boiler Safety Committee Executive** and all approved boiler inspectors

Australian Miniature Boiler Safety Committee Executive means the Chairman, Secretary and Technical Officer of the Australian Miniature Boiler Safety Committee

board means all or any number of the directors for the time being of the **company**

company means the company referred to in clause 1

constitution means those rules for the operation of the **company** set forth in this constitution as amended, modified or supplemented from time to time

Corporations Act means the *Corporations Act 2001* (Cth)

directors means all or any number of the directors for the time being of the **company**

direct vote means a vote in compliance with clause 37

elected chairperson means a **person** elected by the **members** to be the **company's** President under clause 46

elected vice-chairperson means a **person** elected by the **members** to be the **company's** Vice President under clause 46

executive means the elected management structure of a **member** or **organisation**

general meeting means a meeting of **members** and includes the **annual general meeting**, under clause **26.1**

member means any **organisation** whose name appears in the **register of members** as a member of the **company**

organisation means a Not for Profit incorporated or unincorporated entity, whose constitution is aligned with the company's objectives defined in clause 7.

person means a natural person who is a financial member of a **member**

present means, in connection with a **general meeting**, a **member** effectively in attendance by **representative**, **direct vote** or by proxy at the venue or venues for the meeting

register of members is the register of **members** as required by clause 11.2

representative means a **person** appointed under clause 30

safety standards include, but are not limited to, **Australian Miniature Boiler Safety Committee** Boiler Codes and **Australian Live Steamers Safety Committee** Codes of Practice

special resolution shall have the meaning assigned to it by the Corporations Law

standing order means a By-Law as defined in clause 68.

surplus assets means any assets of the **company** that remain after paying all debts and other liabilities of the **company**, including the costs of winding up.

writing and **written** shall be given their ordinary meaning

80. Reading this constitution with the Corporations Act

80.1 The replaceable rules set out in the **Corporations Act** do not apply to the **company**.

80.2 The **Corporations Act** overrides any clause in this **constitution** which is inconsistent with that Act.

80.3 A word or expression used in this **constitution** that is defined or used in the **Corporations Act** covering the same subject, shall have the same meaning as in the **Corporations Act**.

81. Interpretation

In this **constitution**, unless the context or subject matter otherwise require:

- (a) the words 'including', 'for example', or similar expressions mean that there may be more inclusions or examples than those mentioned after that expression;
- (b) reference to an Act includes every amendment, re-enactment, or replacement of that Act and any subordinate legislation made under that Act (such as regulations);
- (c) singular includes plural and vice versa;
- (d) any gender includes every gender;
- (e) a reference to a person includes corporations, trusts, associations, partnerships, a government authority, and other legal entities, and where necessary, include successor bodies;
- (f) references to writing include printing, typing, email and other means of representing or reproducing words, figures, drawings or symbols in a visible and tangible form, in English;
- (g) references to signature and signing include due (including electronic) execution of a document by a corporation or other relevant entity;
- (h) references to months mean calendar months;
- (i) references to statutes include statutes amending, consolidating or replacing the statutes referred to and all regulations, orders-in-council, rules, by-laws and ordinances made under those statutes;
- (j) references to sections of statutes or terms defined in statutes refer to corresponding sections or defined terms in amended, consolidated or replacement statutes;
- (k) headings and the table of contents are used for convenience only and are to be disregarded in the interpretation of this **constitution**;
- (l) where any word or phrase is given a defined meaning, another grammatical form of that word or phrase has a corresponding meaning;
- (m) each paragraph or sub-paragraph in a list is to be read independently from the others in the list;
- (n) a reference to an agreement or document is to that agreement or document as amended, novated, supplemented or replaced from time to time.

Version History

Date	Version	Notes
2012	6.1	
2014	7.0	
Feb 2020	8.0	
July 2021	9.0	Re-written using a current, compliant template provided by the Australian Charities and Not-for-Profits Commission (ACNC) as a base. The aim in doing so is to reduce ambiguity and inconsistencies in Version 8.0, facilitate future changes, and increase flexibility for holding general meetings.
31 st August 2021	9.1	Corrections resulting from affiliated member review: <ol style="list-style-type: none"> 1. 9.1 - refers to clause 77, where it should be 78. 2. 53(b) – ‘cross reference error’. Correct reference is clause 7. 3. 22.2 – ensure the ability to refer a disciplinary decision to members under 22.4(f) is available to the member concerned, not just directors. 4. Definitions – organisation should be in italics and bold format.
12 th September 2021		Further minor proof-reading corrections.