

Draft Constitution

CORPORATIONS ACT 2001

COMPANY LIMITED BY GUARANTEE

CONSTITUTION OF THE SOCIETY FOR CREATIVE ANACHRONISM AUSTRALIA Ltd

The Society for Creative Anachronism (SCA) is an international organisation devoted to the research and re-creation of pre-seventeenth century life, encouraging its participants to employ a knowledge of history to enrich their lives and the lives of others through events, demonstrations, and other educational venues.

1 Preliminary

1.1 In this Constitution unless the contrary intention appears:

1.1.1 "The Act" refers to the Federal Corporations Act 2001

http://www.austlii.edu.au/au/legis/cth/consol_act/ca2001172/

1.1.2 "AGM" means the Annual Board Meeting of the SCA.

1.1.3 "Auditor" means the Auditor for SCAA Ltd

1.1.4 "Board Member" any SCAA Ltd member voted onto SCAA Ltd's Board

1.1.5 "Constitution" means the Constitution of SCAA Ltd as may be amended from time to time

1.1.6 "Corporate Officer" means members of SCAA Ltd Board who are registered as Board Members or Company Secretary with ASIC

1.1.7 "EGM" Extraordinary Board Meeting

1.1.8 "Event-member" is an individual who is not a current financial member, but who has been granted temporary membership with limited privileges for a single event

1.1.9 "Executive" means the Chairperson, deputy Chairperson, Treasurer and Secretary of SCAA Ltd

1.1.10 "Member" means a paid up member of SCAA Ltd for the term of one year or more

1.1.11 "Meeting" means a Board meeting of the SCA

1.1.12 "Notice" means in written format or as an e-mail

1.1.13 "Official Newsletter" means Pegasus in either paper or electronic format

1.1.14 "Office" means SCAA Ltd's registered office;

1.1.15 "SCAA Ltd Officers" means the Registrar, Stock Clerk and Editor of Pegasus

1.1.16 "Registry" means the register of Members of SCAA Ltd

1.1.17 "Registered Address" means the last known address of a Member as noted in the Register

1.1.18 "SCA Inc" means the Society for Creative Anachronism Incorporated in the US

1.1.19 "SCAA Ltd" means the Society for Creative Anachronism Limited in Australia

1.1.20 "SCANZ Inc" means the Society for Creative Anachronism New Zealand Inc

1.1.21 "Seal" means SCAA Ltd's common seal

1.1.22 "Secretary" means Company Secretary as defined by the Corporations Act 2001

1.2 In this Constitution, unless the contrary intention appears:

1.2.1 The singular includes the plural and vice versa and words importing a gender include other

genders.

1.2.2 Words and expressions defined in the Act have the same meaning in this Constitution

1.2.3 Headings are for ease of reference only and do not affect the construction of this Constitution

1.3 Unless the contrary intention appears in this Constitution, an expression in a clause of this Constitution has the same meaning as in a provision of the Act that deals with the same matter as the clause.

1.3 The replaceable rules in the Act do not apply to SCAA Ltd

2 Objectives

2.1 The objectives for which SCAA Ltd as established are:

2.1.1 Research in the field of Pre - 17th century Western Culture.

2.1.2 To present activities and events which recreate the environment of said era.

2.2 SCAA Ltd may only exercise the powers in section 124(1) of the Act to:

2.2.1 Carry out the objectives in this clause 2, and

2.2.2 Do all things incidental or convenient in relation to the exercise of power under clause 2.2.1

3 Relationship to Society for Creative Anachronism Inc (United States of America)

3.1 The relationship with the Society for Creative Anachronism Inc (United States of America) shall be as follows:

3.1.1 SCAA Ltd adopts the Corpora of the SCA Inc , with the exception of clauses or policies dealing with the areas of finance or publishing.

3.1.2 Where the Corpora of the SCA conflicts with the laws of Australia, then the laws of Australia shall take precedence.

3.1.3 Where a change to Corpora of the SCA takes place, this change must be sighted and agreed to by SCAA Ltd prior to coming into effect in the governing instruments of SCAA Ltd.

4 Relationship to Society for Creative Anachronism New Zealand Inc.

4.1 The relationship with the Society for Creative Anachronism New Zealand Inc shall be as follows:

4.1.2 SCAA Ltd adopts the Affiliation Agreement between SCAA Ltd and SCANZ Inc

4.1.3 Where the Affiliation Agreement between SCAA Ltd and SCANZ Inc conflicts with the laws of Australia, then the laws of Australia shall take precedence.

5 Income and Property of SCAA Ltd

5.1 The income and property of SCAA Ltd will only be applied towards the promotion of objectives of SCAA Ltd set out in clause 2.

5.2 No income or property will be paid or transferred directly or indirectly to any Member of SCAA Ltd except for reimbursements to a Member:

6 Payments to Board Members

6.1 No payment will be made to any member or Board member of SCAA Ltd other than for expenses that have been pre-approved by the Board and which are the payment of:

6.1.1 Out of pocket expenses incurred by the Board member in the performance of any duty as part of SCAA Ltd Board where the amount payable does not exceed an amount previously approved by SCAA Ltd Board.

6.1.2 Any service rendered to SCAA Ltd Board by the Board member in a capacity other than in the capacity as Board member, where the provision of the service has the prior approval of SCAA Ltd Board and where the amount payable is approved by SCAA Ltd Board and is not more than an amount which commercially would be reasonable payment for the service.

6.1.3 An indemnity, exemption or insurance premium in respect of liability incurred in respect of a liability incurred as a Board member to which subsection 212 (1) of the Act refers.

7 Membership

7.1 The number of Members which SCAA Ltd may have registered is unlimited.

7.2 The members of SCAA Ltd will be:

7.2.2 The persons who consent to become Members using SCAA Ltd's application for membership.

7.2.3 Persons whose parents of Guardian has consented for them to become Members using SCAA Ltd's application for membership.

7.3 Applications for membership shall be in a form approved by SCAA Ltd Board members in their absolute discretion.

7.4 As soon as practicable following acceptance of an application, the Registrar will send the applicant written notice of the acceptance.

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

8 Classes of Member:

8.1 Member, with the exception of Event Members – Conveys eligibility to hold Office in SCAA Ltd, as well as subscriptions to the monthly editions of the official newsletter of SCAA Ltd, as well as the annual Report of SCAA Ltd, which will be contained in the June issue of Pegasus.

8.1.1 Or any other privileges designated by SCAA Ltd or its subdivisions as accruing to members of SCAA Ltd

8.2 Contributing Member - Conveys the privileges of Membership together with a paper copy of Pegasus.

8.3 Family Member - Extends the privileges of Membership to the legal dependants of a member of SCAA Ltd as defined in paragraphs 8.1 of this Constitution.

8.4 New members of SCAA Ltd with the exception of Event Members shall receive the current copy of the annual edition of the official newsletter of SCAA Ltd.

8.5 Subscription fees for each class of membership shall be determined by the Board of SCAA Ltd from time to time

8.5.2 and in accordance with SCAA Ltd SCANZ Inc Affiliation Agreement

8.6 Changes to classes of membership, requirements of membership or type of membership can only occur through a vote at an SCAA Ltd AGM and in accordance with the SCAA Ltd SCANZ Inc Affiliation Agreement

8.7 Event membership is required by any individual who is not a member, attending a Society event.

8.7.1 Event membership will be granted for the duration of a single event upon the completion of an Event membership form and payment of any fees that may apply.

8.7.2 Event membership does not convey the privileges of annual membership, or the right to vote.

8.7.3 Participants at Society events who have entered their details on a Event membership form shall be considered members for the duration of that event but shall accrue none of the privileges of annual membership outlined in paragraphs 8.1 and 8.1.1, or the right to vote.

9 Membership – Ceasing to be a Member

9.1 A member's membership of SCAA Ltd will cease:

9.1.1 If the Member gives the Registrar written notice of resignation, from the date of receipt of that notice by the Registrar.

9.1.2 If a majority of the Board Members present and voting at a Board meeting by resolution revoke and deny the membership of a Member:

9.1.2.1 Whose conduct in their opinion is not in line with the best interests or objectives of SCAA Ltd and renders it undesirable that the Member continue to be a Member of SCAA Ltd

9.1.2.2 In accordance with SCAA Ltd SCANZ Inc Affiliation Agreement

9.1.2.3 Only after the Member has been given at least 21 days notice of the resolution, the nature of the issues raised, and has had the opportunity to be heard at the meeting at which the resolution is proposed.

9.1.3 Where the Member is an individual, if the Member:

9.1.3.1 Dies

9.1.3.2 Becomes of unsound mind or whose person or estate is liable to be dealt with in any way under the laws relating to mental health

10 Membership – Powers of attorney

10.1 If a Member executes or proposes to execute any document or do any act by or through an attorney which affects SCAA Ltd or the Member's membership in SCAA Ltd, that Member must deliver the instrument appointing the Attorney to SCAA Ltd for notation.

10.2 If SCAA Ltd asks the Member to file with it a certified copy of the instrument for SCAA Ltd to retain, the Member will promptly comply with that request.

11 AGM – Convention of an Annual Board Meeting

11.1 An AGM shall be held at Rowany Festival over Easter each year.

12 AGM – Notice of Annual Board Meeting

12.1 A notice convening an AGM:

12.1.1 Must specify the place, date and time of the meeting

12.1.2 Must state the Board nature of the business to be transacted at the meeting, and

12.1.3 May specify a place, facsimile number and electronic address for the purposes of proxy appointment.

13 Proceedings at AGM – Member

13.1 ‘Member’ includes a Member present in person or by proxy or attorney.

14 Proceedings at AGM – Quorum

14.1 No business may be transacted at an AGM unless a quorum of Members is present when the AGM proceeds to business.

14.2 A Quorum of Members is 3 Voting Members plus two members of SCAA Ltd Board

14.3 If a quorum is not present within 30 minutes after the time appointed for the AGM:

14.3.1 The AGM is automatically dissolved, or

14.3.2 In any other case:

14.3.2.1 It will stand adjourned to the same time and place the next day, or to another day, time and place determined by the Board Members; and

14.3.2.2 If at the adjourned AGM a quorum is not present within 30 minutes after the time appointed for the AGM, the AGM is automatically dissolved.

15 Proceedings at AGM – Chair

15.1 The Chair, or in the Chair’s absence the Deputy Chair, of Board Members’ Meetings will be the Chair at every Meeting of Members.

15.2 If there is no Chair or Deputy Chair; or

15.2.1 Neither the Chair nor Deputy Chair is present within 15 minutes after the time appointed for holding the AGM; or

15.2.2 The Chair and Deputy Chair are unwilling to act as Chair of the AGM, the Board Members present may elect a Chair.

15.3 If there is a dispute at an AGM about a question of procedure, the Chair may determine the question.

16 Proceedings at AGM – Adjournment

16.1 The Chair of an AGM at which a quorum is present:

16.1.1 In their discretion may adjourn an AGM with the AGM’s consent; and

16.1.2 Must adjourn an AGM if the AGM directs him/her to do so.

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

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

16.4 Notice of an adjourned AGM must be given in accordance with Clause 12.1 if an AGM has been adjourned for more than 21 days.

17 Votes of Members – Entitlement to Vote

17.1 A Member entitled to vote has one vote.

18 Proceedings at AGM – Decision of Questions

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

18.2 A resolution put to the vote of an AGM is decided on a show of hands unless a poll is demanded in accordance with the Act.

18.3 Unless a poll is demanded:

18.3.1 A declaration by the Chair that a resolution has been carried, carried by a specified majority, or lost, and

18.3.2 An entry to that effect in the minutes of the AGM, are conclusive evidence of the fact without proof of the number or proportion of the votes in favour of or against the resolution.

18.4 The demand for a poll may be withdrawn.

18.5 A decision of an AGM may not be impeached or invalidated on the ground that a person voting at the AGM was not entitled to do so.

19 Proceedings at AGM – Taking a poll

19.1 A poll will be taken when and in the manner that the Chair directs or if called for from the floor.

19.2 The result of the poll will be the resolution of the AGM at which the poll was demanded.

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

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

19.5 A poll demanded on the election of the Chair or the adjournment of an AGM must be taken immediately.

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

20 Proceedings at AGM – Casting Vote of Chair

20.1 The Chair shall have a casting vote in addition to the Chair's vote as a Member.

21 Proceedings at AGM – Offensive Material

21.1 A person may be refused admission to, or required to leave and not return to an AGM if the person:

21.1.1 Refuses to permit examination of any article in the person's possession; or

21.1.1.1 Is in possession of any:

21.1.1.1.2 Electronic or recording device;

21.1.1.1.2 Object which the Chair considers to be dangerous, offensive or liable to cause disruption.

22 Votes of Members – Objections

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

22.2 An objection must be referred to the Chair of the Meeting, whose decision is final.

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

23 Votes of Members – Votes by Proxy

23.1 If a Member appoints a proxy or an attorney, the proxy or attorney may vote on a show of hands.

23.2 A proxy may demand or join in demanding a poll.

23.3 A proxy or attorney may vote on a poll.

24 Votes of Members – Instrument Appointing Proxy

24.1 A Member who is a natural person may appoint a proxy by written appointment signed by the appointer or the appointer's attorney.

24.2 A proxy need not be a member.

24.3 An appointment of proxy must be on a SCAA Ltd Proxy form approved by the Board Members.

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

24.5 A proxy's appointment is valid at an adjourned meeting.

25 Votes of Members – Lodgement of Proxy

25.1 The written appointment of a proxy or attorney must be received by SCAA Ltd, at least two hours (unless otherwise specified in the notice of meeting to which the proxy relates) before:

25.1.1 the time for holding the Meeting or adjourned Meeting at which the appointee proposes to vote; or

25.1.2 the taking of a poll on which the appointee proposes to vote.

25.1.3 SCAA Ltd receives an appointment of a proxy and any power of attorney under which it was executed when they are received at:

25.1.4 the Office;

25.1.5 a facsimile number at the Office; or

25.1.6 a place, facsimile number or electronic address specified for that purpose in the notice of meeting.

26 Votes of Members – Validity

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

26.1.1 died;

26.1.2 became of unsound mind; or

26.1.3 revoked the proxy or power,

26.2 unless any written notification of the death, unsoundness of mind or revocation was received by SCAA Ltd before the relevant Meeting or adjourned Meeting.

27 Board Members

27.1 The number of Board Members shall be minimum five

27.2 The normal term for a Board Member shall be three years from the first AGM after they are elected to the Board.

27.2.1 It may be extended for a term of 6 months by a unanimous vote of the remaining Board members.

27.3 No previous Board Members shall be eligible for nomination to the Board until two years has passed since the end of their previous term.

27.4 A Board Member may not be one of SCAA Ltd Officers

28 Executive Board

28.1 The Executive Board shall be composed of the Chair, Deputy Chair, Treasurer and Secretary of SCAA Ltd. No one person may hold more than one of these positions

28.2 The Executive Board shall be the Office Holders as required by ASIC

28.3 Secretary shall, wherever reasonable, attend and take minutes, and be heard on any matter at meetings.

29 SCAA Ltd Officers

29.1 Registrar, Stock Clerk and Editor of Pegasus shall be appointed as officers of SCAA Ltd by majority vote of the Board Members.

29.2 The Function of these Officers are to be specified in Appendix One.

30 Appointment and removal of Board Members

30.1 When a Board Member retires at an AGM, SCAA Ltd may by ordinary resolution elect a Voting Member to fill the vacated office.

30.2 SCAA Ltd may by resolution passed at an AGM:

30.2.1 reduce the number of Board Members, but not to less than 3;

30.2.2 remove any Board Member before the end of the Board Member's period of office; and

30.2.3 appoint another Voting Member in the Board Member's place.

30.3 A person appointed under clause 30.2 may hold office for a full term

30.4 If the conduct or position of any Board Member is such that continuance in office appears to the majority of the Board Members to be prejudicial to the interests of SCAA Ltd, a majority of Board Members at a Meeting of the Board Members specifically convened for that purpose may suspend that Board Member.

30.5 Within 14 days of the suspension, the Board Members must call an EGM, at which the Members may

30.5.1 either confirm the suspension and remove the Board Member from office in accordance with clause

30.5.1.2 or annul the suspension and reinstate the Board Member.

30.6 Board Members must be Voting Members of SCAA Ltd.

31 Appointment and Removal of Board Members - Nomination of Board Member

31.1 A person is not eligible for election appointment as a Board Member at an AGM unless the person, or a Member who intends to propose the person, has left at the Office a notice in written or electronic format:

31.1.1 giving the proposed Board Member's consent to the nomination; and

31.1.2 stating either that the person is a candidate for the office of Board Member or that the Member intends to propose the person for election.

31.2 A notice given in accordance with clause 31.1 must be left at the Office at least 28 days before the relevant AGM.

31.3 If the nominations received for the positions of Board Member exceed the number of vacancies, then an election will be held.

31.3.1 The ballot may be conducted in person or via proxy at the AGM or EGM

32 Appointment and Removal of Board Members - Vacation of office

32.1 The office of a Board Member immediately becomes vacant if the Board Member:

32.1.1 is prohibited by the Corporations Law from continuing as a Board Member;

32.1.2 becomes bankrupt or makes any Board arrangement or composition with his or her creditors;

32.1.3 cannot manage SCAA Ltd because of his or her mental incapacity and is a person whose estate or property has had a personal representative or trustee appointed to administer it;

32.1.4 resigns by notice in writing to SCAA Ltd;

32.1.5 is removed by a resolution of SCAA Ltd;

32.1.6 is absent from Board Members' meetings for 3 consecutive meetings without leave of absence from the Board Members and declared to vacate the office by a majority of the Board Members present;

32.1.7 is an individual and ceases to be a Member of SCAA Ltd.

33 Extraordinary Board Meeting EGM

33.1 May be called subject to section 249F of the Act

33.1.1 Or if the Board members have voted to remove a Board member

34 EGM- Convention of an EGM

34.1 The Board may at any time convene an EGM subject to Section 32

35 EGM – Notice of Extraordinary Board Meeting

35.1 A notice convening an EGM:

35.1.1 Must specify the place, date and time of the meeting

35.1.2 Must state the Board nature of the business to be transacted at the meeting, and

36 Proceedings at EGM – Member

36.1 ‘Member’ includes a Member present in person.

37 Proceedings at EGM – Quorum

37.1 No business may be transacted at an EGM unless a quorum of Members is present when the EGM proceeds to business.

37.2 A Quorum of Members for an EGM is 5% of voting Members of SCAA Ltd in person.

37.3 If a quorum is not present within 30 minutes after the time appointed for the EGM:

37.3.1 The EGM is automatically dissolved, or

37.3.2 In any other case:

37.3.2.1 It will stand adjourned to the same time and place the next day, or to another day, time and place determined by the Members; and

37.3.2.2 If at the adjourned EGM a quorum is not present within 30 minutes after the time appointed for the EGM, the EGM is automatically dissolved.

38 Proceedings at EGM – Chair

38.1 The Chair, or in the Chair’s absence the Deputy Chair, of Board Members’ Meetings will be the Chair at every Meeting of Members.

38.2 If there is no Chair or Deputy Chair; or

38.2.1 Neither the Chair nor Deputy Chair is present within 15 minutes after the time appointed for holding the AGM; or

38.2.2 The Chair and Deputy Chair are unwilling to act as Chair of the AGM, the Members present may elect a Chair.

38.3 If there is a dispute at an EGM about a question of procedure, the Chair may determine the question.

39 Proceedings at EGM – Adjournment

39.1 The Chair of an EGM at which a quorum is present:

39.1.1 In their discretion may adjourn an EGM with the EGM’s consent; and

39.1.2 Must adjourn an EGM if the EGM directs him/her to do so.

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

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

39.4 Notice of an adjourned EGM must be given in accordance with Clause 12.1 if an EGM has

been adjourned for more than 21 days.

40 Votes of Members – Entitlement to Vote

40.1 A Member entitled to vote has one vote.

41 Proceedings at EGM – Decision of Questions

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

41.2 A resolution put to the vote of an EGM is decided on a show of hands unless a poll is demanded in accordance with the Act.

41.3 Unless a poll is demanded:

41.3.1 A declaration by the Chair that a resolution has been carried, carried by a specified majority, or lost, and

41.3.2 An entry to that effect in the minutes of the EGM, are conclusive evidence of the fact without proof of the number or proportion of the votes in favour of or against the resolution.

41.4 The demand for a poll may be withdrawn.

41.5 A decision of an EGM may not be impeached or invalidated on the ground that a person voting at the AGM was not entitled to do so.

42 Proceedings at EGM – Taking a poll

42.1 A poll will be taken when and in the manner that the Chair directs or if called for from the floor.

42.2 The result of the poll will be the resolution of the EGM at which the poll was demanded.

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

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

42.5 A poll demanded on the election of the Chair or the adjournment of an EGM must be taken immediately.

43 Proceedings at EGM – Casting Vote of Chair

43.1 The Chair shall have a casting vote in addition to the Chair's vote as a Member.

44 Proceedings at EGM – Offensive Material

44.1 A person may be refused admission to, or required to leave and not return to an EGM if the person:

44.1.1 Refuses to permit examination of any article in the persons possession; or

44.1.1.1 Is in possession of any:

44.1.1.1.1 Electronic or recording device;

44.1.1.2 Which the Chair considers to be dangerous, offensive or liable to cause disruption.

45 Votes of Members at EGM – Objections

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

45.2 An objection must be referred to the Chair of the Meeting, whose decision is final.

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

46 Powers and Duties of Board Members

46.1 The business of SCAA Ltd is managed by the Board Members who may exercise all powers of SCAA Ltd that this Constitution and the Corporations Law do not require to be exercised by SCAA Ltd at an AGM.

46.2 Without limiting the Boardity of clause 46.1, the Board Members may exercise all the powers of SCAA Ltd to:

46.2.1 guarantee or to become liable for the payment of money or the performance of any obligation by or of any other person.

46.3 The Board Members shall establish and publish policies to guide the operation and decision making of SCAA Ltd and provide direction to Members in areas not otherwise covered by the Corporations Law or this Constitution.

46.4 Policies established by the Board Members in accordance with 46.3, must be endorsed by a majority of Board Members voting on such policies.

47 Proceedings of Board Members - Board Meetings

47.1 A Board Member may at any time, and the Secretary must on the request of a Board Member, convene a Board Meeting. A Board Meeting must be convened on at least 48 hours written notice of a Meeting to each Board Member.

47.1.1 Subject to the Corporations Law, a Board Meeting may be held by the Board Members communicating by any technological means by which they are able simultaneously to communicate with each other and to participate in discussion.

47.1.2 The Board Members need not all be physically present in the same place for a Board Meeting to be held.

47.1.3 Subject to clause 47, a Board Member who participates in a Board Meeting held in accordance with this Constitution is taken to be present and entitled to vote at the meeting.

47.2 The Board Members may meet together, adjourn and regulate their meetings as they think fit.

47.3 A quorum is three Board Members and must include at least one Member of the Executive.

47.4 Where a quorum cannot be established for the consideration of a particular matter at a Board Meeting, the Chair may convene an EGM of Members to deal with the matter.

48 Proceedings of Board Meeting - Decision of questions

48.1 Subject to this Constitution, questions arising at a Board Meeting are to be decided by a majority of votes of the Board Members present and voting and, subject to clause 47, each Board Member has one vote.

48.2 The Chair of a Meeting shall have a casting vote in addition to his or her deliberative vote.

49 Proceedings of Board Meetings - Board Members' interests

49.1 Every Board Member who has a direct or indirect interest in a matter that is to be considered at a Board Meeting:

49.1.2 Must disclose to SCAA Ltd any direct or indirect interest in a matter before the Board Meeting.

50 Proceedings of Board Meetings - Alternate Board Members

50.1 Board Members of SCAA Ltd may not appoint alternate Board Members.

51 Proceedings of Board Meetings - Remaining Board Members

51.1 The Board Members may act even if there are vacancies on the board.

51.2 If the number of Board Members is not sufficient to constitute a quorum at a Board Meeting, the Board Members may act only to:

51.2.1 appoint a Board Member; or

51.2.2 convene an EGM.

52 Proceedings of Board Meetings

52.2 The Chair's role shall be:

52.2.1 representative of SCAA Ltd; and

52.2.2 Chair of Board Meetings

52.3 If at any Board Meeting the Chair or deputy Chair is not present within 30 minutes after the time appointed for the meeting to begin, the Board Members shall elect a Board Member to be Chair of the Meeting.

53 Proceedings of Board Meetings - Sub-Committee's

53.1 The Board Members may delegate any of their powers, other than those which by law must be dealt with by the Board Members as a Board, to a Sub-Committee or Sub-Committee's

53.2 The Board Members may at any time revoke any delegation of power to a Sub-Committee.

53.3 A Sub-Committee must exercise its powers in accordance with any directions of the Board Members and a power exercised in that way is taken to have been exercised by the Board Members.

53.4 A Sub-Committee may be authorised to Sub-Delegate all or any of the powers for the time being vested in it, with prior approval by the Board Members.

53.5 Meetings of any Sub-Committees will be governed by the provisions of this Constitution which deal with Board Meetings so far as they are applicable and are not inconsistent with any directions of the Board Members.

54 Proceedings of Board Meetings - Written resolutions

54.1 The Board Members may pass a resolution without a Board Meeting being held if a majority of the Board Members entitled to vote on the resolution sign a document containing a statement that they are in favour of the resolution set out in the document or

54.1.1 A majority of Board members e-mail acceptance of a resolution

54.1.2 The resolution is passed when the last Board Member signs or signifies acceptance through e-mail.

54.1 separate copies of a document may be used for signing by Board Members

54.2 For the purposes of clause 54 if the wording of the resolution and statement is identical in each copy.

54.3 Any document referred to in this clause may be in the form of a facsimile or electronic transmission.

54.4 The minutes of Board Meetings must record that a resolution was passed in accordance with clause 54.1.

54.5 This clause applies to meetings of Sub- Committee's as if all members of the Sub-Committee were Board Members.

55 Proceedings of Board Meetings - Validity of acts of Board Members

55.1 If it is discovered that:

55.1.1 there was a defect in the appointment of a person as a Board Member, or member of a Sub-Committee; or

55.1.2 a person appointed to one of those positions was disqualified, all acts of the Board Members or the Sub-Committee before the discovery was made are as valid as if the person had been duly appointed and was not disqualified.

56 Proceedings of Meetings - Minutes and registers

56.1 The Board Members must cause minutes to be made of:

56.1.1 the names of the Board Members present at all AGMs, EGM, Board Meetings and Meetings of Sub-Board's

56.1.2 all proceedings and resolutions of AGMs, EGM's Board Meetings and Meetings of Sub Boards;

56.1.3 all resolutions passed by Board Members in accordance with clause 54;

56.1.4 all appointments of officers;

56.1 all disclosures of interests made pursuant to clause 49

56.2 Minutes of AGM's and EGM's must be approved at the next AGM

56.3 Minutes of Board meetings and sub-Board meetings must be approved at the next Board Meeting

56.4 Minutes once approved must be displayed on SCAA Ltd website

56.3 SCAA Ltd must keep all registers required by this Constitution and the Act.

57 Seals - Common seal

57.1 If SCAA Ltd has a Seal:

57.1.1 the Board Members must provide for the safe custody of the Seal;

57.1.2 the Seal must not be used without the authority of the Board;

57.1.3 every document to which the Seal is affixed must be signed by two Members of the Board or the Secretary or another person appointed by the Board to countersign the document;

57.2 Use of the Seal shall be minuted.

58 Inspection of Records

58.1 Financial Records may be inspected by members upon request.

59 Notices – Service of notices

59.1 Notice may be given by SCAA Ltd to any person who is entitled to notice under this Constitution:

59.1.1 by serving it on the person; or

59.1.2 by sending it by post, facsimile transmission or electronic notification to the person at the person's address shown in the Register or the address supplied by the person to SCAA Ltd for sending notices to the person.

59.1.2.1 A notice sent by post is taken to be served:

59.1.2.1.1 by properly addressing, prepaying and posting a letter containing the notice; and

59.1.2.1.2 on the day after the day on which it was posted.

59.1.2.2 A notice sent by facsimile transmission or electronic notification is taken to be served:

59.1.2.2.1 by properly addressing the facsimile transmission or electronic notification and transmitting it; and

59.1.2.2.2 on the day after its dispatch.

59.2 If a Member has no Registered Address a notice will be taken to be served on that Member 24 hours after it was posted on a notice board at the Office.

59.3 A Member whose Registered Address is not in Australia may specify in writing an address in Australia to be taken to be the Member's Registered Address within the meaning of this clause.

59.4 A certificate in writing signed by a Board Member, Secretary or other officer of SCAA Ltd that a document or its envelope or wrapper was addressed and stamped and was posted is conclusive evidence of posting.

59.5 Subject to the Corporations Law the signature to a written notice given by SCAA Ltd may be written or printed.

59.6 All notices sent by post outside Australia must be sent by prepaid airmail post.

59.7 Notice of Revocation and Denial of membership may be served by the Seneschal of Lochac on behalf of SCAA Ltd.

60 Notices - Persons entitled to notice

60.1 Notice of every AGM must be given to:

60.1.1 every Member;

60.1.2 any Auditor.

60.2 No other person is entitled to receive notice of an AGM.

61 Audit and Accounts

61.1 The Board Members must cause SCAA Ltd to keep written financial records in relation to the business of SCAA Ltd in accordance with the requirements of the Corporations Law.

61.2 The Board Members must cause the financial records of SCAA Ltd to be audited in accordance with the requirements of the Corporations Law.

62 Winding Up

62.1 If SCAA Ltd is wound up:

62.1.1 each Member; and each person who has ceased to be a Member in the preceding year, undertakes to contribute to the property of SCAA Ltd for the:

62.1.1.1 payment of debts and liabilities of SCAA Ltd (in relation to clause 55, contracted before the person ceased to be a Member) and payment of costs, charges and expenses of winding up; and

62.1.1.2 adjustment of the rights of the contributors amongst themselves,

62.1.1.3 such amount as may be required, not exceeding \$2.

62.2 If any surplus remains following the winding up of SCAA Ltd, the surplus will not be paid to or distributed amongst Members, but will be given or transferred to another corporation or institution having objects similar or in part similar to those of SCAA Ltd and which, by its constitution, is:

62.2.1 required to pursue not for profit purposes only;

62.2.2 required to apply its profits (if any) or other income in promoting its objects; and

62.2.3 prohibited from making any distribution to its members or paying fees to its Board Members, such corporation to be determined by the Members at or before the winding up and in default, by application to the Supreme Court for determination.

63 Indemnity and Insurance

63.1 To the extent permitted by law and that the officer is not indemnified by Board Members' and officers' liability insurance maintained by SCAA Ltd, SCAA Ltd indemnifies every person who is or has been an officer of SCAA Ltd against any liability:

63.1.1 incurred by that person as such an officer to another person other than SCAA Ltd or a related body corporate of SCAA Ltd unless the liability arises out of conduct involving a lack of good faith;

and

63.1.2 for costs and expenses incurred by the person as such an officer:

63.1.2.1 in defending proceedings, whether civil or criminal, in which judgement is given in favour of the person or in which the person is acquitted; or

63.1.2.2 in connection with an application, in relation to such proceedings, in which the Court grants relief to the person under the Law.

63.2 SCAA Ltd may pay or agree to pay a premium in respect of a contract insuring a person who is or has been an officer of SCAA Ltd against a liability:

63.2.1 incurred by the person as such an officer unless the liability arises out of conduct involving:

63.2.1.1 a wilful breach of duty in relation to SCAA Ltd; or

63.2.1.2 without limiting subparagraph 63.2.1.1, a contravention of subsection 232 (5) or (6) of Act;

or

63.2.1.3 for costs and expenses incurred by the person as such an officer in defending proceedings, whether civil or criminal and whatever their outcome.

63.3 In this clause 62:

63.3.1 'indemnify' has the same meaning as in section 241 of the Act;

63.3.2 'officer' means a Board Member, secretary or executive officer of SCAA Ltd; and

63.3.3 'pay' has the same meaning as in section 241A of the Act.