

CORPORATIONS LAW
COMPANY LIMITED BY GUARANTEE

CONSTITUTION
OF
INSTITUTE OF PUBLIC WORKS ENGINEERING AUSTRALIA
(VICTORIA DIVISION) LIMITED

ACN 088 509 399

IPWEA (Victoria Division) Ltd Constitution
Amended October 2009

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CORPORATIONS LAW
Company Limited by Guarantee

**CONSTITUTION
OF
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AUSTRALIA (VICTORIA DIVISION) LIMITED**

1. INTERPRETATION

1.1. In this Constitution

“Annual General Meeting” means the annual general meeting of the members;

“Auditor” means the auditor of the Company appointed by the Board or otherwise;

“Board” means the Board of Directors of the Company constituted in accordance with this Constitution;

“Company” means the company above named;

“Constitution” means this Constitution of the Company, any supplementary substituted or amending Constitution for the time being in force, and any documents incorporated in this Constitution;

“Chief Executive Officer” means the person appointed as Chief Executive Officer of the Company in accordance with clause 11;

“General Meetings” means any general meeting of the members, and includes an Annual General Meeting;

“IPWEA” means the Institute of Public Works Engineering Australia Limited;

“Law” means the Corporations Law including any amendment or re-enactment thereof for the time being in force;

“Membership Committee” means the committee of directors appointed in accordance with clause 2.4;

“Memorandum of Association” means the memorandum of association referred to in clause 1.4;

“Person” includes natural person, company, body, association or other entity including any Local, State, Federal or other public agency and any non-government agency involved in the delivery of public works and services including public utilities;

“President” means any person appointed to perform the duties of a president of the Company;

“Returning Officer” means a person appointed by the Directors for the purposes of clause 6;

“Seal” means the Common Seal of the Company;

“Secretary” means any person appointed to perform the duties of a secretary of the Company and includes an honorary secretary;

“State” means any State or Territory of the Commonwealth of Australia;
 “State Division” means a body, association or other entity accepted and continuing to be a State Division in accordance with the Institute of Public Works Engineering Australia;

“Special Division” means a body, association or, other entity accepted and continuing to be a Special Division in accordance with the Constitution of the Institute of Public Works Engineering Australia;

“Treasurer” means any person appointed to perform the duties of treasurer of the Company; and

“Vice-President” means any person appointed to perform the duties of treasurer of the Company;

- 1.2. Expressions referring to writing shall, unless the contrary intention appears, be construed as including references to printing, lithography, photography and other modes of representing or reproducing words in the visible form.
- 1.3. Words or expressions contained in this Constitution shall be interpreted in accordance with Division 10 Part 1.2 of the Corporations Law as in force at the date at which this Constitution becomes binding on the Company.
- 1.4. The Company is established for the purposes set out in the Memorandum of Association annexed to this Constitution and the Memorandum of Association is deemed to form part of this Constitution. To the extent of any inconsistency between this Constitution and the Memorandum of Association, this Constitution prevails.

2. MEMBERSHIP

- 2.1. The number of members with which the Company proposes to be registered is six.
- 2.2. The subscribers to the Memorandum of Association and such other persons as shall be admitted to membership in accordance with this Constitution shall be members of the Company.
- 2.3. Members of the Company must reside in Victoria to be eligible to be a member of the Company. If there is no State Division in the State or Territory in which the member resides, the member may, with the consent of IPWEA, be a member of the Company.
- 2.4. The Board of Directors shall appoint Directors to a Membership Committee which shall operate as a sub-committee in accordance with this Constitution.
- 2.4. The Membership Committee may make recommendations to IPWEA in relation to the grades or classes of membership of the Company but in any event the qualifications or criteria for membership of each grade or class shall be such as IPWEA from time to time prescribes.
- 2.5. The membership fees for each grade or class of membership of the Company shall be determined by the Directors from time to time subject to the consent of IPWEA.
- 2.6. All other matters concerning the membership of the Company shall be under the control of the Membership Committee who shall be responsible for administration of the membership of the Company including the procedure for applying for membership or renewal of membership and the collection of membership fees, the acceptance or otherwise of applications for membership or renewal of membership and the notification of applicants of the acceptance or otherwise of applications for membership or renewal of membership.
- 2.8. The Membership Committee may delegate its powers under this Constitution in respect of the processing of applications for membership or renewal of membership, the collection of membership fees, the acceptance or otherwise of applications for membership or renewal of membership of the Company, the notification of applicants of the acceptance or otherwise of applications for membership or renewal of membership and any other powers it is authorised by the Directors to delegate to IPWEA on such terms as the Membership Committee thinks fit. Any membership fees collected by IPWEA on behalf of the Company shall be remitted in full to the Company within one (1) month of receipt unless otherwise agreed.
- 2.9. The Directors may at their own initiative or on the recommendations of the Membership Committee contract out any aspect of the administration of

the membership of the Company under the control of the Membership Committee pursuant to clause 2.8 on such terms as they think fit.

- 2.10. The Membership Committee may accept a delegation of power from IPWEA on such terms as it thinks fit in respect of the processing of applications for membership or renewal of membership, the collection of membership fees, the acceptance or otherwise of applications for membership or renewal of membership of IPWEA, the notification of applicants of the acceptance or otherwise of applications for membership or renewal of membership and any other powers it is authorised by the Directors to accept from IPWEA. Any membership fees collected by the Company or its agent on behalf of IPWEA shall be remitted in full to IPWEA within one (1) month of receipt.
- 2.11. All applicants for membership of the Company shall be given written notification as soon as possible of the acceptance or otherwise of his or her application provided that the Company, its Directors, Membership Committee or delegate shall not be required to give reasons for the non-acceptance of any application. Upon payment of his or her membership fees the applicant shall become a member of the Company provided nevertheless that if such fees are not paid within two months after the date of the notice, the Membership Committee or its delegate may in its discretion cancel its acceptance of the application for membership of the Company.

3. CESSATION OF MEMBERSHIP

- 3.1. If the subscription of a member shall remain unpaid for a period of six months after it becomes due then the Membership Committee or its delegate may by resolution debar the member from all privileges of membership and remove his or her name from the register of members provided that at least one (1) week before the meeting at which the resolution is passed the member shall have had notice of such meeting and the intended resolution and before the passing of the resolution all arrears have not been paid provided further that the Membership Committee or its delegate may by resolution reinstate the member and restore his or her name to the Register upon payment of all arrears of it thinks fit to do so.
- 3.2. A member may at any time by giving notice in writing to the Company or the Membership Committee or its delegate resign his or her membership of the Company but shall continue to be liable for any annual subscription and all arrears due and unpaid at the date of his or her resignation and for all other moneys due by him to the Company.
- 3.3. If any member shall wilfully refuse to comply with the provisions of this Constitution or shall be guilty of any conduct which in the opinion of the Membership Committee or its delegate is unbecoming of a member or prejudicial to the interests of the Company the Membership Committee or its delegate shall have power to expel the member from the Company and erase his or her name from the register of members provided that at least one week

before the meeting of the Membership Committee or its delegate at which a resolution of his or her expulsion is passed the member shall have had notice of such meeting and of what is alleged against him or her and of the intended resolution of his or her expulsion and that he or she shall at such meeting and before the passing of such resolution have had an opportunity of giving orally or in writing any explanation or defence he or she may think fit and provided further that any such member may by notice in writing lodged with the Secretary at least twenty-four (24) hours before the time for holding the meeting at which the resolution for his or her expulsion is to be considered by the Directors elect to have the question of his or her expulsion dealt with by the Company in General Meeting and in that event a General Meeting of the Company shall be called for the purpose and if at the meeting a resolution for the expulsion of the member be passed by a majority of two-thirds of those present and voting (such vote to be taken by ballot) the member shall be expelled and his or her name removed from the Register of Members.

- 3.4. Any member who ceases for any reason to be a member of IPWEA shall cease to be eligible to be a member of the Company and the Membership Committee or its delegate shall give such member notice that he or she has ceased to be a member of the Company.

4. GENERAL MEETINGS

- 4.1. An Annual General Meeting of the Company shall be held in accordance with the provisions of the Law. The first Annual General Meeting shall be held at such time, not being more than five (5) months after the end of the financial year of the year in which the incorporation of the Company took place and at such place as the Directors may determine. Thereafter an Annual General Meeting must be held at least once in every year and within five (5) months after the end of its financial year. The order of business at the Annual General Meeting shall so far as is practicable be as set out in Schedule 1 hereto.
- 4.2. All meetings other than the Annual General Meetings shall be called Special General Meetings.
- 4.3. The Directors by resolution may whenever they think fit convene a General Meeting and General Meetings shall be convened on such requisition or in default may be convened by such requisitions as provided by the Law.
- 4.4. Subject to the provisions of the Law relating to special resolutions and agreements for shorter notice twenty-one (21) days' notice at least (exclusive of the day in which the notice is served or deemed to be served, but inclusive of the day for which notice is given) specifying the place and day and the hour of meeting and in the case of special business the general nature of that business shall be given to such persons as entitled to receive such notices from the Company.

- 4.5. All business shall be special that is transacted at a General Meeting, with the exception of consideration of the accounts, balance-sheets and the reports of the Directors and Auditors and the appointment and fixing of the remuneration of the Auditors.

5. PROCEEDINGS AT GENERAL MEETINGS

- 5.1. No business shall be transacted at any General Meeting unless a quorum of members is present at the time when the meeting proceeds to business. Save as herein otherwise provided, at least two-thirds of the members or twenty five (25) members present, whichever is the lesser, shall be a quorum. For the purpose of this clause 6.1 "Member" includes a person attending as a proxy or as representing a corporation which is a member.
- 5.2. If within a half an hour from the time appointed for the meeting a quorum is not present, the meeting, if convened upon the requisition of members, shall be dissolved and in any other case, the members present (being not less than half of the members shall be a quorum.
- 5.3. The President shall preside as Chairman at every General Meeting of the Company, or if there is no President, or if he or she is not present within fifteen (15) minutes after the time appointed for the holding of the meeting or is unwilling to act, the Vice-President shall be Chairman or if the Vice-President is not present or is unwilling to act then the members present shall elect one of their number to be Chairman of the meeting.
- 5.4. The Chairman may, with the consent of any meeting at which a quorum is present (and shall if so directed by the meeting), adjourn the meeting from time to time and from place to place, but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place. When a meeting is adjourned for thirty (30) days or more, notice of the adjourned meeting shall be given as in the case of an original meeting. Save as aforesaid it shall not be necessary to give any notice or and adjournment for the business to be transacted to an adjournment meeting.
- 5.5. At any General Meeting a resolution put to the vote of the meeting shall be decided on a show of hands unless a poll is (before or on the declaration of the result of the show of hands) demanded:

5.5.1 by the Chairman; or

5.5.2 by a majority of members present in person or by proxy.

Unless a poll is so demanded a declaration by the Chairman that a resolution has on show of hands been carried or carried unanimously, or by a particular majority, or lost, and an entry to that effect in the book containing the minutes of the proceedings of the Company shall be conclusive evidence of the fact without proof of the number or proportion

of the votes recorded in favour of or against the resolution. The demand for a poll may be withdrawn.

- 5.6. If a poll is duly demanded it shall be taken in such manner and either at once or after an interval or adjournment of otherwise as the Chairman directs and the result of the poll shall be the resolution of the meeting at which the poll was demanded.
- 5.7. In the case of an equality of votes, whether on a show of hands or on a poll, the Chairman of the meeting at which the show of hands takes place or at which the poll is demanded shall be entitled to a second or casting vote.
- 5.8. A member may vote in person or proxy by attorney and on a show of hands every person present who is a member or a representative of a member shall have one vote and on a poll every member present in person or by proxy or by an attorney or other duly authorised representative shall have one vote.
- 5.9. A member who is of unsound mind or whose person or estate is liable to be dealt with in any way under the law relating to mental health may vote, whether on a show of hands or on a poll, by his or her committee or by his or her trustee or such person as properly has the management of his or her estate, and any such committee, trustee or other person may vote by proxy or attorney.
- 5.10. No member shall be entitled to vote at any General Meeting if his or her annual subscription shall be more than three (3) months in arrears at the date of the meeting.
- 5.11. The instrument appointing a proxy shall be in writing under the hand of the appointor or of his or her attorney duly authorised in writing, or, if the appointor is a corporation, either under seal or under the hand of an officer or attorney duly authorised. The signature of the appointor or his or her attorney shall be witnessed by a person other than the proxy. A proxy shall be a member of the Company. The instrument appointing a proxy shall be deemed to confer authority to demand or join in demanding a poll. A member shall be entitled to instruct his or her proxy to vote in favour for or against any proposed resolutions. Unless otherwise instructed the proxy may vote as he or she thinks fit.
- 5.12. The instrument appointing a proxy may be in the following form or in a common or usual form.

I.....of.....
 Being a member of.....
 Hereby appoint.....of.....
 Or failing him.....of.....
 as my proxy to vote for me on my behalf at the (annual or general as the case may be) meeting of the Company to be held
 on the.....day of.....

and at any adjournment thereof.

My proxy is hereby authorised to vote *in favour of *or against the following resolutions:

Signed this.....day of.....20

Note: in the event the member desires to vote for or against any resolution he or she shall instruct his or her proxy accordingly. Unless otherwise instructed, the proxy may vote as he or she thinks fit.

- 5.13. The instrument appointing a proxy and the power of attorney or other authority, if any, under which it is signed or a notarially certified copy of that power or authority shall be deposited at the registered office of the Company or at such other place within the State as it is specified for that purpose in the notice convening the meeting, not less than forty-eight (48) hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote or in the case of a poll, not less than twenty-four (24) hours before the time appointed for the taking of the poll, and in default the instrument of proxy shall not be treated as valid.
- 5.14. A vote given in accordance with the terms of an instrument of proxy or attorney shall be valid notwithstanding the previous death or unsoundness of mind of the principal or renovation of the instrument or of the authority under which the instrument was executed, if no intimation in writing or such death, unsoundness of mind or renovation as aforesaid has been received by the Company at the registered office before the commencement of the meeting at which the instrument is used.

6. DIRECTORS AND OFFICERS

- 6.1. The officers of the Company shall consist of a President, a Vice-President, a Secretary and a Treasurer.
- 6.2. The Officers of the Company shall be elected by and from the Directors. Immediately following the First Annual General Meeting of the Company and the Annual General of the Company in every year thereafter the Directors shall meet together for the purposes of electing the officers of the company and the officers so appointed shall hold office until the next Annual General Meeting after their Appointment when they shall retire but they shall be eligible for re-election PROVIDED THAT the President shall not be eligible for re-election for a period exceeding four (4) consecutive years.
- 6.3. The Directors and Officers of the Company from time to time shall comprise the Board of Directors of the Company.
- 6.4. By virtue of this Constitution, the President is authorised to speak on behalf of members of the Company on matters of local, regional and state Interest.

- 6.5. Immediately following the Annual General Meeting of the Company in every year after its acceptance as a State Division or a Special Division of IPWEA the Directors shall meet together for the purposes of electing the members of the Company to be appointed to the Board of Directors of IPWEA.
- 6.6. The Company shall be entitled to appoint members to the Board of Directors of IPWEA as follows:
 - 6.6.1. one member where the membership of the Company is up to 300 members; or
 - 6.6.2. two members where the membership of the Company is more than 300 members.
- 6.7. The members so appointed shall hold office until the next Annual General Meeting of the Company after their appointment when they shall retire but they shall be eligible for re-election.
- 6.8. The election of the members of the Company to the Board of Directors of IPWEA shall take place in such manner as the Directors think fit.
- 6.9. In the event that a person appointed by the Company ceases to be a director of IPWEA (for whatever reason) then the Directors may appoint another member to fill the vacancy for the balance of the term of the person who has ceased to be a director of IPWEA.
- 6.10. The number of directors of the Company shall be not less than six (6) and not more than eleven (11) and the names of the first directors shall be determined in writing by the subscribers or a majority of them upon registration.
- 6.11. Thereafter the Directors shall be elected by the members of the Company by postal vote and/or electronic voice as herein provided.
- 6.12. The postal vote and/or electronic vote shall be conducted by the Returning Officer prior to and announced at the first Annual General Meeting of the Company and the Annual General Meeting of the Company every two years thereafter and the Directors so appointed shall hold office for two years after their appointment when they shall retire but they shall be eligible for re-election.
- 6.13. The Postal Vote and/or Electronic Vote shall be conducted in the following manner:
 - 6.13.1. All nominations shall be in writing signed by the nominee and two financial members of the Company and lodged with the Returning Officer not later than the time fixed by the Returning

Officer being not less than three (3) months before the Annual General Meeting.

- 6.13.2. Should there be more candidates than the number of positions to be filled, a postal vote and/or electronic vote of the members of the Company shall be conducted by the method known as "First Past the Post".
- 6.13.3. In the event that no nominations or insufficient nominations are received the members of the Company present at the Annual General Meeting in person or by proxy shall be entitled to vote for any number of such candidates not exceeding the number of vacancies. In case there shall not be sufficient number of candidates nominated the new Directors shall fill the remaining vacancy or vacancies.
- 6.13.4. The Chief Executive Officer shall be the Returning Officer unless the Directors appoint an alternative Returning Officer.
- 6.13.5. A voting paper and such particulars of the candidates as the Returning Officer prescribes shall be forwarded to each member entitled to vote not less than two months before the Annual General Meeting.
- 6.13.6. The closing date of the vote shall be not less than one (1) month before the date of the Annual General Meeting.
- 6.13.7. The Returning Officer may appoint up to two (2) independent scrutineers.
- 6.13.8. The result of the Postal Vote and/or Electronic Vote shall be placed before the Annual General Meeting following the closing of the vote by the Returning Officer.
- 6.14. The Company may from time to time by ordinary resolution passed at a General Meeting increase or reduce the number of officers or Directors of the Company and determine how those increased or reduced numbers are to be filled.
- 6.15. The Company may by ordinary resolution remove any Director or officer of the Company and the Directors may also remove any officer of the Company before the expiration of his or her term of office.
- 6.16. The office of a Director and, if the Director is also an officer of the Company, that office shall become vacant if the Director:
 - 6.16.1. ceases to be a member of the Company by virtue of the Law;
 - 6.16.2. becomes bankrupt or makes any arrangement or composition with his or her creditors generally;

- 6.16.3. becomes prohibited from being a Director of a Company by reason of any order made under the Law;
 - 6.16.4. becomes of unsound mind or a person whose person or estate is liable to be dealt with in any way under the law relating to mental health;
 - 6.16.5. resigns his or her office by notice in writing to the Company;
 - 6.16.6. for more than six (6) months is absent without permission of the Directors from meetings of Directors held during that period;
 - 6.16.7. holds any office of profit under the Company;
 - 6.16.8. ceases to be a member of the Company; or
 - 6.16.9. is directly or indirectly interested in any contract or proposed contract with the Company provided, however, that a member shall not vacate his or her office by reason of his or her being a member of any corporation, society or association which has entered or proposes to enter into a contract with the Company if such corporation, society or association is among the class of companies, referred to in clause 3 of the Memorandum of Association of the Company and if he or she shall have declared that nature of his or her interest in the manner required by the Law. Provided always that nothing in this clause shall affect the operation of clause 3 of the Memorandum of Association of the Company.
- 6.17. In the event that a person ceases to be a Director (for whatever reason) then the Directors may appoint another member to fill the vacancy for the balance of the term of the person who has ceased to be a Director.
 - 6.18. In the event that a person ceases to be an officer of the Company (for whatever reason) the Directors may appoint one (1) of their number to fill the vacancy for the balance of the term of the person who has ceased to be an officer of the Company.
 - 6.19. Subject to clauses 6.17 and 6.18, the Directors shall have power at any time and from time to time to appoint officers and Directors to fill a casual vacancy.

7. POWERS AND DUTIES OF THE DIRECTORS

- 7.1. The business of the Company shall be managed by the Directors who may pay all expenses incurred in promoting and registering the Company, and may exercise all such powers of the Company and are not, by the Law or by this Constitution, required to be exercised by the Company in General Meeting, subject nevertheless, to this Constitution, to the provisions of the

Law, and to such regulations, being not inconsistent with the aforesaid Constitution or provisions, as may be prescribed by the Company in General Meeting; provided that any rule, regulation or by-law of the Company made by the Directors may be disallowed by the Company in General Meeting and provided further that no resolution of or regulation made by the Company in General Meeting shall invalidate any prior act of the Directors which would have been valid if that resolution or regulation had not been passed or made.

- 7.2. The Directors may exercise all the powers of the Company to borrow money and to mortgage or charge its property, or any part thereof, and to issue debentures and other securities whether outright or as security for any debt liability or obligation of the Company.
- 7.3. All cheques, promissory notes, drafts, bills of exchange and other negotiable instruments, and all receipts for money paid to the Company shall be signed drawn accepted endorsed or otherwise executed, as the case may be by any two (2) Directors or in such other manner as the Directors from time to time determine.
- 7.4. The Directors shall cause minutes to be made:
- 7.4.1. of all appointments of officers and Directors of the Company;
 - 7.4.2. of names of members present at all meetings of the company and of the Directors; and
 - 7.4.3. of all proceedings at all meetings of the Company and of the Directors. Such minutes shall be signed by the Chairman of the meeting at which the proceedings were held or by the Chairman of the next succeeding meeting.

8. PROCEEDINGS OF THE DIRECTORS

- 8.1. The Directors may meet together for the despatch of business, adjourn and otherwise regulate its meetings as it thinks fit. A Director may at any time and the Secretary shall on the requisition of a Director summon a meeting of the Directors. Meetings may be held in person, by telephone or video link or by such other means or manner as the Directors resolve from time to time.
- 8.2. The Directors shall determine the business to be transacted at their meetings but shall, so far as practicable, follow the order of business set out in the Schedule 2 hereto.
- 8.3. Subject to this Constitution questions arising at any meeting of the Directors shall be decided by a majority of votes and determination by a majority of the Directors shall for all purposes be deemed a determination of the Directors. In the case of an equality of votes the Chairman of the meeting shall have a second or casting vote.

- 8.4. A Director shall not vote in respect of any contract or proposed contract with the Company in which he or she is interested, or any matter arising thereout, and if he or she does so vote his or her vote shall not be counted.
- 8.5. Subject to the Law, the quorum necessary for the transaction of the business of the Directors shall be half of the appointed Directors plus one or such other number as may be fixed by the Directors.
- 8.6. The Directors may act notwithstanding any vacancy in their number but if and so long as their number is reduced below the number fixed by or pursuant to this Constitution as the necessary quorum of Directors, they may only act for the purpose of increasing their numbers or calling a General Meeting of the Company but for no other purpose.
- 8.7. The President shall preside as Chairman at every meeting of Directors, or if there is no President or if at any meeting he or she is not present within ten (10) minutes after the time appointed for holding the meeting, the Vice President shall be Chairman. If the Vice-President is not present at the meeting then the members may choose one of their number to be Chairman of the meeting.
- 8.8. The Directors may delegate any of their powers to sub-committees consisting of a Director or Directors or, with their consent, such member or members of the Company as the Directors think fit; any sub-committee so formed shall in the exercise of the powers so delegated conform to any regulations that may be imposed on it by the Directors. The Directors may also delegate any of their powers to the Chief Executive Officer or other Delegate on such terms as they think fit.
- 8.9. A sub-committee may elect a Chairman of its meetings; if no such Chairman is elected, or if at any meeting the Chairman is not present within ten (10) minutes after the time appointed for holding the meeting, the members present may choose one of their number to be Chairman of the meeting.
- 8.10. A sub-committee may meet and adjourn as it thinks proper. Questions arising at any meeting shall be determined by a majority of votes of the members present, and in the case of an equality of votes the Chairman shall have a second or casting vote.
- 8.11. All acts done by any meeting of the Directors or of a sub-committee or by any person acting as a Director or as member of a sub-committee shall, notwithstanding that it is afterwards discovered that there was some defect in the appointment of any such person or that any of them were disqualified, be as valid as if every such person had been duly appointed and was qualified to be a Director or member of a sub-committee.
- 8.12. A resolution in writing signed by all the Directors or members of a sub-committee for the time being entitled to receive notice of a meeting of the

Directors or sub-committee shall be as valid and effectual as if it had been passed at a meeting of the Directors or sub-committee duly convened and held. Any such resolution may consist of several documents in like form, each signed by one or more Directors or members of the sub-committee.

9. STATE DIVISION OF IPWEA

- 9.1. The Company recognises that as a State Division or Special Division of IPWEA it will:
- 9.1.1. adopt and use the same logo and corporation colours as IPWEA from time to time;
 - 9.1.2. adopt and use the model constitution, rules and other documents from time to time published by IPWEA; and
 - 9.1.3. permit IPWEA, its auditors and other duly authorised representatives to inspect the documents, books and records and provide the information specified by them from time to time.
- 9.2. The Company recognises that if it ceases to be a State Division or Special Division of IPWEA (for whatever reason) it will:
- 9.2.1. cease use of the name institute of Public Works Engineering Australia (Victoria Division) Limited;
 - 9.2.2. cease use of the logo and corporation colours of IPWEA;
 - 9.2.3. IPWEA cease use of the membership classifications prescribed by IPWEA; and
 - 9.2.4. comply with the reasonable guidelines, directions or other requirements specified by IPWEA upon the Company ceasing to be a State Division.

10. EXECUTIVE COMMITTEE

The Executive Committee of the Company shall be a sub-committee of the Directors and shall conduct the affairs of the Company between meetings of the Directors subject to such directions as the Directors think fit, and shall consist of the President, Vice-President, Secretary and Treasurer of the Company.

11. CHIEF EXECUTIVE OFFICER

The Directors may appoint a Chief Executive Officer of the Company in accordance with this clause:

- 11.1.1. The initial term of appointment shall be three (3) years or such other term as the Directors resolve but with the right to re-appoint the Chief Executive Officers annually thereafter;

- 11.1.2. The remuneration of the Chief Executive Officer shall be such amount as the Directors determine from time to time.
- 11.1.3. The duties of the Chief Executive Officers shall be as follows:
- 11.1.3.1. to keep an account for all monies received and expended;
 - 11.1.3.2. to present at each meeting of the Directors but not more frequently than monthly a statement of receipts and expenditure since the previous meeting;
 - 11.1.3.3. at the end of each financial year, prepare a budget of income and expenditure for the next financial year and submit such budget to the next Annual General Meeting of the Company;
 - 11.1.3.4. at the end of each financial year, prepare and have audited financial accounts in accordance with the Law and submit such accounts and audit report to the next Annual General Meeting of the Company;
 - 11.1.3.5. to verify that all receipts are properly banked and all expenditure is properly payable;
 - 11.1.3.6. to exercise overall responsibility for the appointment and administration of staff;
 - 11.1.3.7. to carry out such other duties including acting in the capacity of Company Secretary as may be set out in the Chief Executive Officer's job specification or as prescribed by the Directors from time to time.
- 11.1.4. Such other terms as the Directors resolve or as set out in the Chief Executive Officer's contractual arrangements.

12. REGIONAL GROUPS

- 12.1. The Directors may establish regional groups of Members ("Regional Groups") and determine the area from which the Regional, Group membership shall be drawn and the name by which Regional Group shall be known.
- 12.2. The Regional Groups will operate within rules approved by the Directors and shall have the following primary functions:
- 12.2.1. to provide opportunities for communication and the dissemination of information between members on a regional basis;

- 12.2.2. to focus on regional issues and to provide information to the Directors to assist in the development of strategic plans and policies; and
- 12.2.3. to assist the Company in the development of training programs through seminars and conferences and in providing expert advice to industry on a regional basis.

13. SECRETARY

The Secretary shall in accordance with the Law be appointed by the Board of Directors for such term, at such remuneration and upon such condition as it thinks fit, and any Secretary so appointed may be removed by it. Nothing herein shall prevent the Directors from appointing a member who is not a Director and any member so appointed shall forthwith become an ex officio member of the Board and the Secretary shall be subject to the provisions of clause 3 of the Memorandum of Association.

14. SEAL

The Directors shall provide for the safe custody of the Seal, which shall only be used by the authority of the Directors or of a sub-committee authorised by the Directors in that behalf, and every instrument to which the Seal is affixed shall be signed by a Director or member of the sub-committee and shall be countersigned by the Secretary or by a second Director or member of the sub-committee or by some other person appointed by the Directors for the purpose.

15. ACCOUNTS

- 15.1. The Directors shall cause proper accounting and other records to be kept including profit and loss account and balance sheet (including every document required by law to be attached hereto) accompanied by a copy of the Auditor's report thereon as required by the Law provided, however, that the Directors shall cause to be made out and laid before each Annual General Meeting a balance sheet and profit and loss account made up to date not more than five (5) months before the date of the meeting.
- 15.2. The Directors shall from time to time determine in accordance with clause 7 of the Memorandum of Association at what times and places and under what conditions or regulations the accounting and other records of the Company shall be open to the inspection of members not being Directors and no member (not being a Director) shall have any right of inspecting any account or book or paper of the Company except as conferred by statute or by clause 7 of the Memorandum of Association or authorised by the Directors or by the Company in General Meeting.

16. AUDIT

A properly qualified Auditor or Auditors shall be appointed and his or her or their remuneration fixed and duties regulated in accordance with Part 2.M.4 of the Law and clause 7 of the Memorandum of Association.

17. NOTICES

- 17.1. A notice may be given by the Company to any member either personally or by sending it by post to him or her at his or her registered address or by sending it to the fax number or electronic address in the register of members, or (if he or she has no registered address within the State) to the address, if any, within the State supplied by him or her to the Company for the giving of notices to him or her. Where a notice is sent by post, service of the notice shall be deemed to be effected in the case of a notice of a meeting on the day after the date of its posting and in any other case at the time at which the letter would be delivered in the ordinary course of post a notice of meeting sent by fax, or other electronic means, is taken to be given on the business day after it is sent.
- 17.2. Notice of every General Meeting shall be given in any manner hereinbefore authorised to:
- 17.2.1. every member except those members who (having no registered address within the State) have not supplied to the Company an address for the giving of notices to them; and
- 17.2.2. the Auditor or Auditors for the time being of the Company.

18. WINDING UP

The provisions of clause 6 of the Memorandum of Association relating to the winding up or dissolution of the Company shall have effect and be observed as if the same were repeated in this Constitution.

19. OFFICERS: INDEMNITIES AND INSURANCE

- 19.1. Indemnities To the extent permitted by law:
- 19.1.1. every person who is or has been an Officer of the Company or of a subsidiary of the Company will be indemnified out of the property of the Company against any liability for costs and expenses incurred by that person in defending any Proceedings in which judgment is given in that person's favour, or in which the person is acquitted, or in connection with an application in relation to any Proceedings in which the Court grants relief to the person under the Law; and
- 19.1.2. every person who is or has been an Officer of the Company or of a subsidiary of the Company will be indemnified out of the property of the Company against any liability to another person (other than the Company or a related body corporate of the Company) where the liability is incurred by the Officer in his or her capacity as an Officer of the Company or subsidiary of the Company PROVIDED THAT this indemnity shall not apply where the liability arises out of conduct involving a lack of good faith or negligence.

19.2. **Insurance**

To the extent permitted by law the Company may pay, or agree to pay, a premium in respect of a contract insuring a person who is or has been an Officer of the Company or of a subsidiary of the Company against a liability:

- 19.2.1. incurred by the person in his or her capacity as an Officer of the Company or a subsidiary of the Company PROVIDED THAT the liability does not arise out of conduct involving a wilful breach of duty in relation to the Company or a subsidiary of the Company or a contravention of Sections 232(5) or (6) of the Law; or
- 19.2.2. for costs and expenses incurred by that person in defending Proceedings, whatever their outcome.

19.3. **Interpretation**

In clauses 19.1 and 19.2:

- 19.3.1. the term “Proceedings” means any proceedings, whether civil or criminal, being proceedings in which it is alleged that the person has done or omitted to do some act, matter or thing in his or her capacity as an Officer of the Company or of a subsidiary of the Company (including proceedings alleging that he or she was guilty of negligence, default breach of trust or breach of duty in relation to the Company or a subsidiary of the Company).
- 19.3.2. the term “Officer” has the meaning given to that term in Section 241(4) of the Law and includes every member of the Board.

20. **CONSTITUTIONAL AMENDMENTS**

- 20.1. The Directors shall, during the course of each year and prior to the date of the Annual General Meeting, review these rules with a view to recommending any amendments which are considered necessary or desirable for the efficient operation of the Company.
- 20.2. Any member may, by notice in writing to the Chief Executive Officer of the Company no later than twenty-eight (28) days prior to the date appointed for the next following Annual General Meeting, propose any amendments to this Constitution and such notice of motion shall be listed on the agenda for discussion at the next following Annual General Meeting.
- 20.3. Any amendment to these rules proposed by the Directors by a member in accordance with the preceding clause shall be notified to all members of the Company by including same on the agenda for the Annual General Meeting which agenda must be posted to all members no later than fourteen (14) days prior to the date appointed for the Annual General Meeting.

20.4. Any amendment to these rules shall be by way of special resolution at the Annual General Meeting or at a special general meeting.

Schedule 1: Standing Orders for Annual General Meetings

- 1. Credentialing
- 2. Confirmation of Minutes of previous Annual General Meeting
- 3. Presentation of President’s Report
- 4. Presentation of Chief Executive Officer’s Report
- 5. Presentation of Treasurer’s Report
- 6. Announcement of Results of Election of Office Bearers
- 7. Appointment of Auditor
- 8. Determination of Honoraria
- 9. Constitutional Amendments
- 10. Motions on Notice
- 11. General Business

Schedule 2: Standing Orders for General Meetings

- 1. Credentialing and apologies
- 2. Reading, acceptance and confirmation of Minutes of last meeting
- 3. Management Committee Reports and Recommendations
- 4. Correspondence
- 5. General Business

NOTWITHSTANDING anything contained in these presents the Company may adopt any by-laws standing orders or constitutional rules as may be passed from time to time at any General Meeting of the Company.

We, the several persons whose names are subscribed hereto are desirous of being formed into a Company in pursuance of the Memorandum of Association.

Signature of subscribers
Signature and Address of Witness

Dated thisday of.....20...