Constitution

Australasian Society for Intellectual Disability Ltd

A Company Limited by Guarantee

[Including amendments made by the 2025 Annual General Meeting 2025]

1. OBJECTS OF COMPANY

1.1. The Objects

a) The company is formed with the objects of:

i. Promoting the rights, development, and wellbeing of people with intellectual disabilities

ii. Promoting the research and understanding of intellectual disability.

iii. Supporting people with intellectual disabilities to take part in the governance of the Company.

iv. Bringing together people who have an interest in the field of intellectual disability.

v. Promoting high ethical standards of practice in the field of intellectual disability.

vi. Promoting communication via conferences, special interest groups, symposia, workshops, and other professional development activities.

vii. Promoting research, scholarship, and the dissemination of knowledge about intellectual disability through appropriate publications and networks.

viii. Doing such other things as are incidental or conducive to the attainment of these objects.

b) Furtherance of Objects

i. Subject to Clause 1.1(b)(ii), the Company has the legal capacity and powers of an individual and all the powers of a corporate body.

ii. The Company does not have the power to issue shares.

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2. USE OF FUNDS

2.1. Application of funds

The profits (if any) or other income and the property of the Company, however, derived, must be applied solely towards the promotion of the Objects of the Company.

2.2. No Distribution to Members

No part of those profits or that income or property may be paid or transferred to the Members, directors, staff or officers of the Company, either directly or indirectly by way of dividend, bonus or otherwise.

2.3. Payment by the Company in good faith

Clause 2.2 does not prevent the payment in good faith to a Director, officer or Member, or to an organisation of which a Director, officer or Member is a member of:

a) remuneration for services to the Company other than services in their capacity as a Director of the Company;

b) for goods supplied in the ordinary course of business; or

c) of interest at a rate not exceeding the rate fixed for the purposes of this Clause 2.3 by the Company in general meeting on money borrowed from an officer or Member or a firm of which an officer or Member is a partner; or

d) of reasonable rent for premises let by an officer or Member or a firm of which an officer or Member is a partner.

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3. STRUCTURE

3.1. ASID Divisions

The Company shall be organised as follows:

a) The Membership shall be divided into Divisions (see clauses 3.2 and 4), with the exception of members who do not live in Australia and New Zealand who will not be attached to a Division.

b) Each Division may be represented by a Divisional Committee (see clause 11(c)).

c) The Board shall be ultimately responsible for the governance and operation of the Company (including the Divisional Committees).

3.2. For the purposes of this Constitution the Divisions shall be

a) the Aotearoa New Zealand Division; and

each of the Australian Divisions, comprised of:

b) Queensland;

c) New South Wales and the Australian Capital Territory;

d) Victoria;

e) South Australia and the Northern Territory;

f) Western Australia; and

g) Tasmania.

3.3. The Divisions may be varied by the Board from time to time provided that the number of Divisions is not fewer than six (6).

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4. MEMBERSHIP

4.1. Membership

Subject to clause 5, the Members are:

a) The initial Members named in the application for the Company's registration; and

b) Any other person the Board admits to Membership in accordance with this Constitution.

4.2. Classes of Membership

The classes of membership are:

a) Individual Member; and

b) Organisational Member.

4.3. Eligibility

a) Any natural person may apply to be an Individual Member provided: -

   i. The application for membership is made on the prescribed application form and the determined fee has been paid; and

   ii. The applicant agrees in writing to a guarantee of not less than $10.00 to defray liabilities and expenses of the Company on its winding up or dissolution.

b) Any corporate body may apply to become an Organisational Member provided:

   i. The application for membership is made on the prescribed application form and the determined fee has been paid;

   ii. The applicant agrees in writing to a guarantee of not less than $10.00 to defray liabilities and expenses of the Company on its winding up or dissolution;

   iii. The applicant nominates a Division in which it will be registered as a Member; and

   iv. The applicant nominates a natural person to act as the Organisational Member's Representative. The Organisational Member's Representative must live in the Division in which the Organisational Member is registered.

4.4. Application and Admission

a) An applicant is deemed to be a member of the Company on the date of receipt by the Company of the completed application form and required membership fees;

b) When an applicant has been accepted for membership the Company must send the applicant written notice of their acceptance; and

c) All applicants for membership admitted as members shall be allocated and entered in the Register of the Company to the Division in which they are domiciled.

4.5. Membership fee

a) The membership fee payable in respect of each Membership category shall be as determined by the Directors from time to time.

b) If the membership fee of a Member remains unpaid after sixty (60) business days of it falling due the Member's rights and privileges will cease but may be re-instated on payment of all arrears under terms determined by the Board.

c) If the membership fee remains unpaid after ninety (90) business days of it falling due, the person's Membership is terminated. A person whose Membership has been terminated under this clause may re-apply for Membership in accordance with this Constitution and with the express approval of the Board.

4.6. Notification by Members

a) Each Member must promptly notify the Company in writing of any change in the Division in which the Member lives.

b) Each Corporate Member must promptly notify the Company in writing of any change of its nominated Representative; and

c) A nominated Representative must consent to the nomination in writing.

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5. CESSATION OF MEMBERSHIP

5.1. Ceasing to be a Member

A Member ceases to be a Member on:

a) resignation; or

b) death; or

c) termination of membership by the Board pursuant to Clause 5.2 and subject to Clause 5.4; or

d) termination of Membership pursuant Clause 4.5 (c).

5.2. Termination of Membership

a) Where the Board is of the opinion that a Member has done any act or thing detrimental to the Company or which may bring the Company or any other Member into disrepute the Board may terminate the Member’s membership of the Company.

b) Within 7 days of the Board’s decision, the Secretary will inform the Member of the decision in writing and of the Member’s right of appeal under Clause 5.3.

c) A Member may by written notice to the Company resign their membership with immediate effect.

5.3. Right of Appeal

a) A Member may appeal to the Company in general meeting against a decision of the Board under Clause 5.2 within 7 days after notice of the decision is served on the Member by lodging a notice of appeal with the Secretary.

b) On receipt of a notice of appeal, the Secretary will notify the Board who must call a general meeting to be held within 60 days after the date on which the Secretary received the notice of appeal.

c) At a general meeting convened under this clause:

i. no business other than the question of the appeal shall be transacted;

ii. the Board and the Member will be given the opportunity to make representations in relation to the appeal orally or in writing or both; and

iii. the Members present will vote by secret ballot on the question of whether the decision of the Board to terminate the Member's membership of the Company should be confirmed.

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6. LIMITED LIABILITY OF MEMBERS

a) The liability of each member is limited.

b) Each Member undertakes to contribute an amount not exceeding $10.00 to the Company's property if the Company is wound up while they are a Member or within one year after they cease to be a Member. This contribution is for:

i. payment of the Company's debts and liabilities contracted before they ceased to be a Member;

ii. the costs, charges and expenses of the winding up; and

iii. adjustment of the rights of the contributories among themselves.

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7. REGISTER OF MEMBERS

7.1. Maintaining registers

The Company shall keep the registers required under the Corporations Act, including specifically a register of Members. The Registers can be kept on a computer with a backup in hard copy or in some other form approved by the Board.

7.2. Contents of Register of Members

The Register of Members must include separately the name and address of each Member, the Division in which the Member is registered and the date on which the entry was made. The Register must also show the names and addresses of each person who ceased to be a Member in the preceding 7 years and the date on which the person ceased to be a Member.

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8. GENERAL MEETINGS

8.1. Annual general meeting

An annual general meeting shall be held in accordance with the Corporations Act. All meetings other than the annual general meetings shall be called general meetings.

8.2. Directors convening general meetings

The Board may convene a general meeting whenever it thinks fit.

8.3. Members convening general meetings

Members may convene a general meeting of the Company in accordance with the Corporations Act.

8.4. Period of notice of general meeting

Unless short notice is given under the Corporations Act, at least 21 days written notice of a general meeting must be given to Members.

8.5. Notice of general meeting

Notice of a meeting of Members must be given in accordance with Clause 20 and must:

a) Set out the place, date and time for the meeting;

b) State the general nature of the business to be conducted at the meeting

c) Set out the conditions and requirements to be satisfied for appointing a proxy or representative; and

d) Contain any other information required by the Corporations Act.

8.6. Notice of a special resolution

If a special resolution is to be proposed, the notice of meeting must set out an intention to propose the resolution as a special resolution and state the resolution.

8.7. Non-receipt of notice of general meeting

The non-receipt of notice of a general meeting, or the accidental omission to give notice of a general meeting to a person entitled to receive notice does not invalidate any resolution passed at the general meeting.

8.8. Cancellation or postponement of general meeting

Where a general meeting (including an annual general meeting) is convened by the Board, it may, when it thinks fit, cancel the meeting or postpone the holding of the meeting to a date and time determined by them. This clause does not apply to a meeting convened by a single Director, by Members or by the Board on the request of Members.

8.9. Technology

The Company may hold a meeting of its Members at multiple venues using any technology that gives the Members as a whole a reasonable opportunity to participate.

8.10. Written notice of cancellation or postponement of general meeting

Written notice of cancellation or postponement of a general meeting must be given to all persons entitled to receive notices of general meetings from the Company. The notice must be given at least three days before the date for which the meeting is convened and must specify the reason for cancellation or postponement.

8.11. Contents of notice postponing general meeting

A notice postponing the holding of a general meeting must specify:

a) a date and time for the holding of the meeting; and

b) a place for the holding of the meeting, which may be either the same as, or different to, the place specified in the notice convening the meeting.

8.12. Notice period for postponed general meeting

The number of clear days from when a notice postponing the holding of a general meeting is given to the date specified in that notice for the holding of the meeting may not be less than the number of days' notice of the meeting required to be given by this Constitution or the Corporations Act.

8.13. Business at postponed general meeting

The only business that may be transacted at a general meeting which is postponed is the business specified in the notice convening the meeting.

8.14. Non-receipt of notice of cancellation or postponement of a general meeting

The accidental omission to give notice of the cancellation or postponement of a meeting to, or the non-receipt of any such notice by any person entitled to notice does not invalidate that cancellation or postponement or any resolution passed at a postponed meeting.

8.15. Auditor's rights to attend general meetings

The Auditor is entitled to:

a) attend any general meeting; and

b) receive all notices of and other communications relating to any general meeting which a Member is entitled to receive; and

c) be heard at any general meeting on any part of the business of the meeting which concerns the Auditor in that capacity; and

d) be heard at any general meeting even if the Auditor retires at that meeting or a resolution to remove the Auditor from office is passed at that meeting.

The Auditor may authorise an agent in writing to do these things on their behalf.

8.16. Directors entitled to attend general meetings

A Director is entitled to:

a) attend any general meeting; and

b) receive all notices of and other communications relating to any general meeting which a Member is entitled to receive; and

c) be heard at any general meeting on any part of the business of the meeting.

8.17. Proxy or attorney at postponed general meeting

The date of the postponed general meeting is substituted for and applies to the exclusion of the date specified in the instrument of proxy or power of attorney or appointment of a Representative if:

a) by the terms of an instrument appointing them, a proxy, attorney or Representative is authorised to attend and vote at a general meeting to be held on a specified date or at a general meeting to be held on or before a specified date; and

b) the date for holding the meeting is postponed to a date later than the date specified in the instrument of proxy or power of attorney or appointment of a Representative unless the Member gives to the Company, at its registered office written notice to the contrary at least 48 hours before the time to which the holding of the meeting has been postponed.

8.18. Advisors right to attend meetings

Where the Board has appointed consultants or advisers to provide advice to the Board and invites those consultants or advisers to attend a general meeting or meeting of the Board, the consultants or advisers so invited will be entitled to attend meetings.

9. PROCEEDINGS AT GENERAL MEETINGS

9.1. Business of annual general meeting

a) The business of an annual general meeting may include any of the following, even if not referred to in the notice of meeting:

i. The consideration of the annual financial report, Directors' report and Auditor's report;

ii. The announcement of the results of the election of Directors conducted prior to the meeting;

iii. The appointment of the Auditor; and

iv. The fixing of the Auditor's remuneration.

9.2. Special Business

All business transacted at a general meeting or annual general meeting shall be special business with the exception of the consideration of the accounts, balance sheets, the report of the Directors and the Auditor, the announcement of the election of Directors and the appointment of the Auditor.

9.3. Representation of Member

A Member may be present and vote in person or may be represented at any meeting of the Company by:

a) proxy;

b) Attorney; or

c) in the case of a corporate body which is a Member, a Representative.

9.4. Proxy Instrument

The instrument appointing a proxy shall be in writing in the form approved by the Board and signed by the Member or his duly authorised attorney or, if the Member is a corporate body, signed by an officer or duly authorised officer or attorney.

9.5. Proxy must be a Member

A proxy must be a Member of the Company.

9.6. Deposit of Proxy

The Instrument appointing a proxy and the power of attorney or other authority, if any, under which it is signed or a certified copy of that power or authority shall be deposited at the registered office of the Company or at such other place as is specified for that purpose in the notice convening the meeting, not less than twenty four (24) 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 unless the Chairperson of such meeting with the consent of a majority of the Members in person or by proxy attorney or representative at such meeting shall otherwise direct.

9.7. Reference to a Member

Unless the contrary intention appears, a reference in this clause to a Member means a person who is a Member, or is a proxy, attorney or Representative of that Member.

9.8. Number for a quorum

The number of Members required to constitute a quorum at a general meeting shall be the number of Board members plus one present in person or by proxy, attorney or Representative.

9.9. Technology

The Company may hold a meeting of its Members at multiple venues using any technology that gives the Members as a whole a reasonable opportunity to participate.

9.10. Requirement for a quorum

An item of business may not be transacted at a general meeting unless a quorum is present when the meeting proceeds to consider it. If a quorum is present at the beginning of a meeting it is taken to be present throughout the meeting unless the Chairperson of the meeting on their own motion or at the request of a Member, proxy, attorney or Representative who is present otherwise declares.

9.11. Quorum and time

If within 30 minutes after the time appointed for a general meeting a quorum is not present, the meeting:

a) if convened by the Board or by, or on requisition of Members is dissolved; and

b) in any other case stands adjourned to the same day in the next week and the same time and place, or to such other day, time and place as the Board appoints by notice to the Members and others entitled to notice of the meeting.

9.12. Adjourned meeting

At a meeting adjourned under Clause 9.11(b), the number of Members required to constitute a quorum shall be the number of Board members plus one present in person or by proxy, attorney or Representative. If a quorum is not present within 30 minutes after the time appointed for the adjourned meeting, the number of Members present shall be a quorum.

9.13. Appointment and powers of Chairperson of general meeting

If a Director has been elected under clause 12.6 as President, that person is entitled to preside as Chairperson at a general meeting.

9.14. Absence of President at general meeting

If a general meeting is held and:

a) a President has not been elected by the Directors; or

b) the elected President is not present within 15 minutes after the time appointed for the holding of the meeting or is unable or unwilling to act, the following may preside as Chairperson of the meeting (in order of precedence):

i. the Vice-President (if any);

ii. the Director chosen by a majority of the Directors present;

iii. the only Director present;

iv. a Member chosen by a majority of the Members present in person or by proxy, attorney or Representative.

9.14.1. Conduct of general meetings

The Chairperson of a general meeting:

a) has charge of the general conduct of the meeting and of the procedures to be adopted at the meeting;

b) may require the adoption of any procedure which is in the Chairperson's opinion necessary or desirable for proper and orderly debate or discussion and the proper and orderly casting or recording of votes at the general meeting; and

c) may, having regard where necessary to the Corporations Act, terminate discussion or debate on any matter whenever the Chairperson considers it necessary or desirable for the proper conduct of the meeting, and a decision by the Chairperson under this clause is final.

9.15. Resolutions carried

a) A special resolution is taken to be carried if seventy-five percent of the votes cast on the resolution are in favour of it.

b) Any other resolution is taken to be carried if a simple majority of the votes cast on the resolution are in favour of it.

9.16. Equality of votes – No casting vote for Chairperson

If there is an equality of votes, whether on a show of hands or on a poll, the Chairperson of the general meeting is not entitled to a casting vote in addition to any votes to which the Chairperson is entitled as a Member or proxy, attorney or Representative of a Member.

9.17. Declaration of results

At any general meeting a resolution put to the vote of the meeting must be decided on a show of hands unless a poll is properly demanded and the demand is not withdrawn. A declaration by the Chairperson that a resolution has on a 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, is conclusive evidence of the fact. Neither the Chairperson nor the minutes need state, and it is not necessary to prove the number or proportion of the votes recorded in favour of, or against, the resolution.

9.18. Poll

a) If a poll is properly demanded, it must be taken in the manner and at the date and time directed by the Chairperson and the result of the poll is the resolution of the meeting at which the poll was demanded.

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

c) A demand for a poll may be withdrawn.

d) A demand for a poll does not prevent the continuance of the meeting for the transaction of any business other than the question on which the poll has been demanded.

9.19. Objection to voting qualification

Objection may not be raised to the right of a person to attend or vote at a meeting or adjourned meeting or to vote on a poll except at that meeting or adjourned meeting or when that poll is taken. Every vote that is not disallowed at that meeting or adjourned meeting or when the poll is taken is valid.

9.20. Chairperson to determine any poll dispute

If there is a dispute as to the admission or rejection of a vote, the Chairperson of the meeting must decide it and the Chairperson's decision made in good faith is final and conclusive.

9.21. Adjournment of general meeting

a) The Chairperson of a general meeting may at any time during the meeting adjourn the meeting or any business, motion, question, resolution, debate or discussion being considered or remaining to be considered by the meeting. The adjournment may be either to a later time at the same meeting or to an adjourned meeting at any time and any place.

b) In exercising this discretion, the Chairperson may, but need not, seek the approval of the Members present. Unless required by the Chairperson, a vote may not be taken or demanded by the Members present in respect of any adjournment.

9.22. Notice of adjourned meeting

It is not necessary to give any notice of an adjournment or of the business to be transacted at any adjourned meeting unless a meeting is adjourned for one month or more. In that case, notice of the adjourned meeting must be given as in the case of an original meeting.

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10. VOTES OF MEMBERS

10.1. Voting Rights

Subject to any restrictions in this Constitution:

a) on a show of hands, each Member present in person and each person present as proxy, attorney or Representative of a Member has one vote for each Member that the person represents; and

b) on a poll, each Member present in person has one vote and each person present as proxy, attorney or Representative of a Member has one vote for each Member that the person represents.

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11. STRUCTURE OF DIVISIONS

11.1. Divisional Committees

A Divisional Committee may be formed and maintained for each Division.

11.2. Number of Committee Members

Each Divisional Committee shall consist of not more than fourteen (14) persons ("Divisional Committee Members"), or such other number determined from time to time by the Board.

11.3. Role of Divisional Committees

The role and functions of each Divisional Committee shall be to:

a) Meet on an as needs basis, but at least four (4) times in each year to discharge its functions;

b) Communicate effectively with the Board and, subject to the directions of the Board from time to time, with Members and other Stakeholders;

c) Provide, to the Board comment and recommendations as to the development of all areas of policy for the Company;

d) Consult regularly with Stakeholders as relevant on issues affecting people with intellectual disability;

e) Educate, inform and provide feedback to the Stakeholders within the Division;

f) Form active advocacy networks within the Division;

g) Assist the Board in identifying, allocating and enlisting financial resources for the provision of education and information through conferences, lectures, seminars, symposia and the printing, publishing and circulation of articles, journals, magazines, periodicals or other literary or scientific work as may seem conducive to promotion of the objects of the Company; and

h) Such other things as determined from time to time by either the Division or the Board in keeping with the company objectives.

11.4. Election of Divisional Committee

a) To be eligible for election and appointment to a Divisional Committee, a person must be an Individual Member of the Company or a Representative of an Organisational Member in the relevant Division;

b) Except as provided otherwise in this Constitution, all Divisional Committee Members shall hold their position for terms of three (3) years on a rotational basis in accordance with rule 11.4 (d);

c) The rotation of elections of the Divisional Committee Members for each Division shall require one third of the Divisional Committee Member positions (rounded to the nearest whole number) to be vacated each year;

d) Unless provided otherwise in this Constitution, all Divisional Committee Members shall hold their position for the period of approximately three (3) years following his or her election to the Divisional Committee;

e) Elections shall be held in accordance with Clause 11.4 (h) to fill all vacancies on the Divisional Committees;

f) All retiring Divisional Committee Members are eligible for re-election;

g) The election of Divisional Committees shall take place at the times and in the manner and subject to all other requirements directed by the Board from time to time, provided that all Members and Representatives in a Division shall:

   i. Be given reasonable notice of all calls for nomination for the Divisional Committee in that Division;

   ii. Be entitled to stand for election to the Divisional Committee in that Division; and

   iii. Be given reasonable notice of all meetings (if any) for the conduct of any such election.

h) Each Divisional Committee shall elect a chairperson from amongst their number as soon as reasonably practicable after each election of the Divisional Committee. Such chairperson shall chair, and be responsible to convene, all meetings of the Divisional Committee until the next election of that Divisional Committee.

i) The quorum for meetings of each Divisional Committee shall be one half the number of Divisional Committee Members (rounded up to the nearest whole number) plus one (1). The quorum must be present at all times during a Meeting.

j) A member of a Divisional Committee who ceases to live in the Division which the Divisional Committee serves must resign from the Divisional Committee.

11.5. Casual Vacancies

a) A Divisional Committee may at any time appoint a person eligible to be appointed to the Divisional Committee to fill a casual vacancy so that the number of Divisional Committee

Members does not at any time exceed the number fixed by the Board for that Division under Clause 11.2;

b) Any Divisional Committee Member appointed under Clause 11.5 (a) holds office until the next Divisional Committee elections. That member is then eligible to be elected to fill the vacancy in accordance with Clause 11.4 (a) however, the member who fills that vacancy at that Divisional Committee election only holds office until the Divisional Committee Election at which the place of the Divisional Committee Member who created the vacancy would be, if not for the election, up for election.

c) In the event of a vacancy or vacancies in any Divisional Committee, the remaining Divisional Committee Members may act, but if the number of remaining Divisional Committee Members is not sufficient to constitute a quorum at a Meeting of that Divisional Committee, they may act only for the purpose of increasing the number Divisional Committee members to a number sufficient to constitute a quorum.

11.6. Exclusion of a member from a Divisional Committee

a) A Divisional Committee may exclude a member, including a person who is a Divisional Committee member, from the work of a Divisional Committee for a period of up to 3 years.

b) The Divisional Committee shall make the decision by a simple majority vote.

c) In making this decision, a Divisional Committee may observe the principles of procedural fairness but does not have to do so.

d) If the person who is excluded is a current Divisional Committee member, their Divisional Committee membership ceases, and they are ineligible for re-election for the period of exclusion established by the Committee unless the Committee revokes the resolution.

e) A member so excluded may appeal their exclusion to the Board.

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12. DIRECTORS AND THE BOARD

12.1. Composition of the Board

a) The number of Directors must be no fewer than three (3) nor more than eleven (11) elected in accordance with clause 12.5.

b) The Company in general meeting may by resolution increase or reduce the number of Directors but the number may not be reduced below three (3).

c) If at any time the number of directors falls below three, the remaining Director or Directors may act but only:

i. in an emergency; or

ii. for the purpose of increasing the number of Directors to three (3).

d) At any time, the Board must be comprised of at least:

e) One (1) Director from an Australian Division; and

f) One (1) Director from the Aotearoa New Zealand Division.

12.2. Tenure of the Directors

a) Unless otherwise provided in this Constitution, each of the Directors shall hold office until the end of the third annual general meeting following his or her election as a Director.

b) At each annual general meeting, at least three (3) Directors must retire in accordance with clause 12.2(a).

c) The Directors shall be elected in accordance with clause 12.5 and commence their term at the end of next annual general meeting of the Company, occurring after the relevant elections.

12.3. Nominations Committee

a) The Board must establish a Nominations Committee.

b) The objects of the Nominations Committee include:

i. Identifying and nominating candidates to stand for election to the Board under the Board's endorsement;

ii. encouraging candidates to stand for election to the Board so as to increase the diversity and differing skill sets of those on the Board;

iii. considering and providing reports to the Board in relation to the desired qualifications of candidates nominated to stand for election to the Board; and

iv. when necessary, recommending a qualified candidate to fill any casual vacancy in accordance with clause 12.7.

c) The Nominations Committee is subject to any Code for Committees adopted by the Board from time to time and is governed by the Nominations Committee Charter adopted by the Board from time to time.

d) The Board may refer expressions of interest from members for appointment to fill a casual vacancy on the Board, to the Nomination Committee in order for the committee to review the candidates and provide a confidential report to the full Board in relation to the circumstances and qualifications of the candidates and (if the Nominations Committee chooses) recommend a particular candidate (if any) as the Nomination Committee sees fit. However, the appointment to fill the vacancy remains a matter for the full Board and the full Board is not bound to adopt any recommendation from the Nominations Committee.

12.4. Eligibility

a) Notwithstanding any other provision of this Constitution:

i. A Director must be an Individual Member of the Company or the nominated Representative of an Organisational Member of the Company;

ii. Neither the Auditor of the Company nor any partner, director or employee of the Auditor is able to act as a Director; and

iii. A Director that has been deemed to retire from the Board by virtue of clause 12.2(b), shall be eligible for re-election to the Board.

12.5. Election of Directors

a) The process for electing the Directors shall be under the control of the Board and shall take place at the times and in the manner and adopting the procedures directed by the Board

from time to time provided that, in each case, the election shall include the following procedures:

i. All nominations for election, including those nominated by the Nomination Committee in accordance with clause 12.3, as a Director must be in writing and signed by two (2) current Members of the Company and signed by the nominee consenting to such nomination and shall be delivered to and lodged with the Company not less than twenty-one (21) days prior to the date fixed for the holding of the annual general meeting at which the election of the Directors is to be confirmed.

ii. The Board must ensure that the election of Directors is conducted in such a fashion as to enable all Members of the Company sufficient opportunity to consider the nominations and to vote accordingly to enable the appointment of the Directors to take effect as from the next annual general meeting; and

iii. The Board must ensure that the results of the election of the Directors are announced at the relevant annual general meeting.

b) For the purpose of Clause 12.5 (a) (i) a nomination may be delivered to and lodged with the Company by:

i. Delivery to the Company's registered office;

ii. Sending it to a facsimile number at the Company's registered office; or

iii. Delivering it to a place, facsimile number or electronic mail address specified for the purpose of such nominations.

12.6. Office Bearers

a) The Office Bearers of the Company are:

i. President

ii. Immediate Past President

iii. Vice President

iv. Secretary

v. Treasurer.

b) Office Bearers (other than Immediate Past President) are elected by the Directors from amongst their number at the first meeting of the Board held after each annual general meeting of the Company.

c) The Directors present must appoint one of their numbers to act as chairperson of the meeting for the purpose of the election.

d) The election of Office Bearers shall take place in the following manner:

i. A Director may nominate for election as an Office Bearer orally or in writing ;

ii. If a Director stands for election for more than one (1) position as an Officer Bearer separate nominations must be received in respect of each position.

iii. If there is only one (1) candidate for election to any Office Bearer position that person is declared elected to that position.

iv. If there is more than one (1) candidate for election to any Office Bearer position a vote by show of hands must be held among the candidates. The candidate receiving the greatest number of votes cast in his or her favour is elected to that position.

v. In the case of an equality of votes in respect of any position a further vote by show of hands must be held immediately but if there is still an equality of votes the successful candidate must be determined by lot.

12.7. Casual Vacancies

a) The Company in general meeting may by resolution, and the Directors may at any time, appoint a person qualified to be a Director to fill a casual vacancy, including those nominated by the Nomination Committee in accordance with clause 12.3, so that the total number of Directors does not at any time exceed the number fixed in accordance with this Constitution, except where a casual appointment is needed to fulfil clause 12.1(d).

b) Any Director appointed under clause 12.7 (a) holds office until the end of the next annual general meeting of the Company. The casual vacancy is then to be filled by election in accordance with clause 12.5 and the person elected shall hold office until the end of the next annual general meeting of the Company at which the place of the Director who created the casual vacancy would be, if not for the election, up for election. In the event of a vacancy or vacancies in the office of a Director or offices of Directors, the remaining Directors may act, but if the number of remaining Directors is not sufficient to constitute a quorum at a meeting of Directors, they may act only for the purpose of increasing the number of Directors to a number sufficient to constitute a quorum or the convening of a general meeting of the Company.

c) If a casual vacancy also results in a vacancy in the office of an Office Bearer, the Directors shall elect a Director to fill the Office Bearer vacancy at the first Directors' meeting held after the appointment of the new Director under clause 12.7(a). The election shall take place in accordance with the procedure set out in clause 12.6(d).

12.8. Remuneration of Directors

A Director may not be paid any remuneration for services as a Director. However, a Director may be reimbursed out of the funds of the Company for their reasonable travelling, accommodation and other expenses incurred when travelling to or from meetings of the Directors or a committee or when otherwise engaged on the affairs of the Company.

12.9. Director's reimbursement must be approved

Any payment to a Director by way of reimbursement must be approved by the Board.

12.10. Removal and appointment by Company

The Company may by resolution remove any Director before the expiration of the Director's term of office and may by resolution appoint another person in that Director's place and the person so appointed will hold office only until the next annual general meeting.

12.11. Appointment where no Directors

In the event of there being no Directors at any time for any reason, the Company may by resolution appoint the minimum number of persons as Directors.

12.12. Vacation of office

In addition to the circumstances in which the office of a Director becomes vacant under the Corporations Act, the office of a Director becomes vacant if the Director:

a) suffers, in the opinion of the Board, from impaired capacity (as defined in the relevant law in the state in which the member is domiciled) or a mental illness (as defined in relevant law in the state in which the member is domiciled) such that, in the further opinion of the Board, the Director is no longer able to perform the role of a Director competently;

b) resigns office by notice in writing to the Company;

c) becomes bankrupt or makes an arrangement or composition with creditors;

d) is in breach of the attendance requirements determined by the Company Directors;

e) acts in a way which is not in the best interests of the Company;

f) engages in any conduct which is prejudicial to the interests of the Company; and

g) engages in any conduct which damages or is likely to damage the reputation of the Company.

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13. POWERS AND DUTIES OF DIRECTORS

13.1. Directors to manage Company

The Directors are to manage the business of the Company and may exercise all the powers of the Company that are not, by the Corporations Act or by this Constitution, required to be exercised by the Company in general meeting.

13.2. Specific powers of Directors

Without limiting the generality of Clause 13.1 the Directors may exercise all the powers of the Company to borrow or raise money, to charge any property or business of the Company and to issue debentures or give any other security for a debt, liability or obligation of the Company or of any other person.

13.3. Appointment of attorney

The Directors may, by power of attorney, appoint any person to be the attorney of the Company for the purposes and with the powers, authorities and discretions held by the Directors for the period and subject to the conditions that they think fit.

13.4. Provisions in power of attorney

A power of attorney granted under Clause 13.3 may contain any provisions for the protection and convenience of persons dealing with the attorney that the Directors think fit and may also authorise the attorney to delegate (including by way of appointment of a substitute attorney) all or any of the powers, authorities and discretions of the attorney.

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14. PROCEEDINGS OF DIRECTORS

14.1. Directors meetings

The Directors may meet together for conducting business, adjourn and otherwise regulate their meetings as they think fit.

14.2. Minutes

The Directors must direct minutes of meetings to be made and kept in accordance with the Corporations Act.

14.3. Director may convene a meeting

A Director may at any time, and the Secretary must on the written request of a Director, convene a meeting of the Board.

14.4. Questions decided by majority

A question arising at a meeting of the Board is to be decided by a majority of votes of Directors present and entitled to vote and that decision is for all purposes a decision of the Directors.

14.5. Chairperson has no casting vote

In the event of an equality of votes the Chairperson of the meeting does not have a casting vote.

14.6. Quorum

Until otherwise determined by the Directors, the number of Directors required for a quorum shall be one half of the number of Directors elected to the Board who are present. If there is an odd number of Directors elected to the Board, half that number rounded up to the next whole number.

14.7. Directors interests

A Director shall not vote in respect of any contract or arrangement or proposed contract or arrangement with the Company in which the Director is interested either directly or indirectly.

14.8. Powers of the President

The President shall have the power to call general meetings of the company and meetings of the Board or of any Committees.

14.9. Chairing Meetings

The President shall chair Board meetings and general meetings except that in the absence of the President and the Vice President or, at the request of the President or of a majority of the meeting, another Director may be elected to chair the meeting.

14.10. Agenda

The President shall be responsible for preparing the agenda for Board and general meetings.

14.11. Vice President

The Vice President shall act as the President in the absence of the President and in such case as the office of President is vacated, the Vice President shall assume the office of President.

14.12. Board committees

The Board may delegate any of its powers to committees consisting of the Directors that it thinks fit and may revoke that delegation.

14.13. Powers delegated to Directors' committees

A committee to which any powers have been delegated under Clause 14.12 must exercise those powers in accordance with any directions of the Board. These powers are then taken to have been exercised by the Board.

14.14. Board committee meetings

Subject to Clause 14.13, the meetings and proceedings of a committee consisting of two or more Directors are governed by the provisions of this Constitution as to the meetings and proceedings of the Board so far as they are applicable.

14.15. Circulating resolutions

The Board may pass a resolution without a Board meeting being held if seventy five percent or more of the Directors who are entitled to vote on the resolution sign a document, including a document conveyed electronically, containing a statement that they are in favour of the resolution set out in the document. Separate copies of a document may be used for signing by Directors if the wording of the resolution and statement is identical in each copy. The resolution is passed when the seventy five percent majority is achieved.

14.16. Meeting by use of technology

a) Some Board meetings will be held using technology including telephone and video conference. All reasonable efforts will be made to ensure all Directors have access to the technology required to participate.

b) If a Board meeting is held using any technology and all the Directors take part in the meeting, they shall be deemed to have consented to the use of the technology for that meeting.

c) The following provisions apply to a technology meeting:

i. Each of the Directors taking part in the meeting must be able to hear and be heard by the other Directors taking part in the meeting; and

ii. At the commencement of the meeting each Director must announce his or her presence to all the other Directors taking part in the meeting.

d) If the Secretary is not present at a technology meeting one of the Directors present must take minutes of the meeting.

e) A Director may not leave a technology meeting by disconnecting his or her link to the meeting unless that Director has previously notified the Chairperson of the meeting.

f) A Director is conclusively presumed to have been present and to have formed part of a quorum at all times during a technology meeting unless that Director has previously obtained the express consent of the Chairperson to leave the meeting.

14.17. Validity of acts of Directors

All acts done at a meeting of the Board or of a Board committee of Directors, or by a person acting as a Director are valid even if it is afterwards discovered that there was some defect in the appointment, election or qualification of any of them or that any of them were disqualified or had vacated office.

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15. APPOINTMENT OF ALTERNATE DIRECTOR

15.1. Appointment

a) Subject to the Corporations Act, a Director may appoint a person, with the approval of the Directors, to be an Alternate Director in the Director's place during such period as the Director thinks fit.

b) Subject to the Corporations Act, an appointment of an Alternate Director must be effected by a notice in writing signed by the Director who makes or made the appointment, and delivered to the Company.

15.2. Notice

An Alternate Director is entitled to notice of all meetings of the Directors and, if the appoint or does not participate in a meeting, the Alternate Director is entitled to participate and vote in the appointor's place.

15.3. Alternate Director's powers

An Alternate Director may exercise all the powers of the appointor except the power to appoint an Alternate Director and, subject to the Corporations Act, may perform all the duties of the appointor except to the extent that the appointor has exercised or performed them.

15.4. Alternate Director responsible for own acts and defaults

Whilst acting as a Director, an Alternate Director:

a) Is an officer of the Company and not the agent of the appointor, and

b) Is responsible to the exclusion of the appointor for the Alternate Director's own acts and defaults.

15.5. Alternate Director and remuneration

An Alternate Director shall not be paid any remuneration for their services as Directors but may be entitled to expense reimbursement as per Clause 12.7 (*Remuneration of Directors*).

15.6. Termination of appointment of Alternate Director

The appointment of an Alternate Director may be terminated at any time by the appointor even if the period, if any, of the appointment of the Alternate Director has not expired, and terminates in any event if the appointor ceases to be a Director.

15.7. Termination in writing

The termination of an appointment of an Alternate Director must be effected by a notice in writing signed by the Director who made the appointment and delivered to the Company.

15.8. Alternate Director and number of Directors

An Alternate Director is not to be taken into account separately from the appointor in determining the number of Directors.

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16. SECRETARY

16.1. Appointment of Secretary

There must be at least one Secretary who is to be appointed by the Directors.

16.2. Suspension and removal of Secretary

The Directors may suspend or remove a Secretary from that office.

16.3. Powers, duties and authorities of Secretary

A Secretary holds office on the terms and conditions (including as to remuneration) and with the powers, duties and authorities, as determined by the Directors.

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17. SEALS

17.1. Safe custody of common seals

The Directors must provide for the safe custody of any seal of the Company.

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18. FINANCIAL RECORDS

18.1. Records to be kept

The Board shall cause proper written financial records to be kept and shall distribute a concise report or copies of the financial report, the directors' report and the Auditor's report on the financial records as required by the Act.

18.2. Inspection

The Board shall from time to time determine at what times and places and under what conditions or regulations the financial and other records of the Company shall be open to the inspection of Members not being members of the Board, and no Member (not being a member of the Board) shall have any right of inspecting any account or book or paper of the Company except as conferred by statute or authorised by the Board.

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19. AUDIT

A properly qualified Auditor or Auditors shall be appointed and their remuneration fixed and duties regulated in accordance with the Corporations Act.

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20. SERVICE OF DOCUMENTS

20.1. Document includes notice

In this Clause 20 ("Service of documents"), a reference to a document includes a notice.

20.2. Methods of service

The Company may give a document to a Member:

a) personally;

b) by sending it by post to the address for the Member in the register of Members or an alternative address nominated by the Member; or

c) by sending it to a fax number or electronic address nominated by the Member.

20.3. Post

A document sent by post:

a) if sent to an address in Australia, may be sent by ordinary post; and

b) if sent to an address outside Australia, must be sent by airmail,

and in either case is taken to have been received on the day which is 4 business days after the date of its posting.

20.4. Fax or electronic transmission

If a document is sent by fax or electronic transmission, delivery of the document is taken:

a) to be effected by properly addressing and transmitting the fax or electronic transmission; and

b) to have been delivered on the day following its transmission.

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21. INDEMNITY

21.1. Indemnity of officers, Auditors and agents

Every person who is or has been a Director is entitled to be indemnified out of the property of the Company against:

a) every liability incurred by the person in that capacity (except a liability for legal costs); and

b) all legal costs incurred in defending or resisting (or otherwise in connection with) proceedings, whether civil or criminal or of an administrative or investigatory nature, in which the person becomes involved because of that capacity, unless,

c) the Company is forbidden by statute to indemnify the person against the liability or legal costs; or

d) an indemnity by the Company of the person against the liability or legal costs would, if given, be made void by statute.

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22. INSURANCE

The Company may pay or agree to pay, whether directly or through an interposed entity, a premium for a contract insuring a person who is or has been a Director or Secretary or executive officer of the Company against liability incurred by the person in that capacity, including a liability for legal costs, unless:

a) the Company is forbidden by statute to pay or agree to pay the premium; or

b) the contract would, if the Company paid the premium, be made void by statute.

23. AMENDING THIS CONSTITUTION

23.1. Amendment by Special Resolution

Subject to the *Corporations Act*, this Constitution may be amended by a special resolution carried at any general meeting.

24. WINDING UP

24.1. Contribution by Members

Each Member undertakes to contribute an amount not exceeding $10.00 to the Company's property if the Company is wound up while they are a Member or within one year after they cease to be a Member. This contribution is for:

a) payment of the Company's debts and liabilities contracted before they ceased to be a Member;

b) the costs, charges and expenses of the winding up; and

c) adjustment of the rights of the contributories among themselves.

24.2. Application of property on winding up

If on the winding up or dissolution of the Company any property remains after satisfaction of all its debts and liabilities, that property may not be paid to, or distributed among the Members but must be given or transferred to an organisation, to be determined by the Members at or before the time of dissolution, the purposes of which, as stated in its constitution, are restricted to promoting objects which are similar to those of the Company as set out in Clause 1.1 and which is prohibited from distributing its income and property among its Members to an extent at least as great as imposed on the Company under this Constitution. Additionally such property or assets will be used by the receiving organisation to advance a charitable purpose or charitable purposes.

25. DISPUTE RESOLUTION

25.1. Handling a dispute

Where there is a dispute, grievance or other disagreement between a Member and the Company, whether arising out of the application of these rules or otherwise ("Dispute"), then either must, prior to the commencement of any proceedings in a Court or Tribunal or before any authority or board, notify the other in writing of the nature of the Dispute, and the following must occur.

a) The Member and the Company must in the period fourteen (14) days from the service of the notice of the Dispute ("initial Period") use their best endeavours to resolve the Dispute.

b) If the Company and the Member are unable to resolve the Dispute within the Initial Period, then the Dispute must be referred for mediation to a mediator agreed by the Member and the Company.

c) If the disputants are unable to agree on a mediator with seven (7) days of the Initial Period, the Member or the Company may request that the President of LEADR – Association of Dispute Resolvers (or if this organisation ceases to exist, a similar body) to nominate a mediator to whom the dispute will be referred.

d) The costs of the mediation will be shared equally between the Member and the Company.

e) Where:

i. the party receiving the notice of the Dispute fails to attend the mediation required by Clause 25, or

ii. the mediation has not occurred within six (6) weeks of the date of the notice of the Dispute, or

iii. the mediation fails to resolve the Dispute,

then the party serving the notice of Dispute will be entitled to commence any proceedings in a Court or Tribunal or before any authority or board in respect of the Dispute.

f) The procedure in this clause will not apply in respect of proceedings for urgent or interlocutory relief.

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26. DEFINITIONS AND INTERPRETATION

26.1. Definitions

In this constitution unless the contrary intention appears:

Auditor means the auditor for the time being of the Company.

Board means all or some of the Directors of the Company acting as a board.

Clause means a clause of this Constitution.

Company means Australasian Society for Intellectual Disability Ltd.

Constitution means this constitution as it is amended from time to time and in accordance with the terms and conditions contained herein.

Corporations Act means the Corporations Act 2001 (C'wlth).

Director means a Director for the time being of the Company elected or appointed in accordance with this Constitution.

Division has the meaning given by clause 3.2.

Divisional Committee means the Committee elected in accordance with clause 11.

Individual Member has the meaning given by clause 4.3.

Member means a Member for the time being of the Company.

Objects means the objects of the Company as set out in Clause

1.1.**Office Bearer** has the meaning given by clause 12.6.

Organisational Member means a Member which is a corporate body.

Part means a part of this Constitution.

Register means the Register of Members of the Company.

Registered Office means the registered office for the time being of the Company.

Representative means a person appointed to exercise powers of a Member which is a corporate body in accordance with the Corporations Act.

Secretary means a person appointed as a Secretary of the Company, and where appropriate includes an acting Secretary and a person appointed by the Directors to perform all or any of the duties of a Secretary of the Company.

Stakeholder means stakeholders of the Company including, but not limited to, Directors, Members, Divisional Committee Members, researchers, government and the community.

26.2. Interpretation

In this constitution unless the contrary intention appears:

a) the word person includes a firm, a corporate body, an unincorporated

b) association or an authority;

c) the singular includes the plural and vice versa;

d) where a word or phrase is given a particular meaning, the other parts of speech and grammatical forms of that word or phrase have corresponding meanings;

e) a reference to writing includes typewriting, printing, telex, telegram, facsimile and other modes of representing or reproducing words in a visible form;

f) a reference to a clause is a reference to one of the clauses;

g) a power, an authority or a discretion given to a Director, the Directors, the Company in general meeting or a Member may be exercised from time to time and at any time.

26.3. Corporations Act

In this Constitution unless the contrary intention appears:

a) an expression has, in a provision of this Constitution that deals with a matter dealt with by a particular provision of the Corporations Act, the same meaning as in that provision of the Corporations Act; and

b) "section" means a section of the Corporations Act.

c) The provisions of the Corporations Act that apply as replaceable rules are displaced by this Constitution and do not apply to the Company.

26.4. Headings

Headings are inserted for convenience and do not affect the interpretation of this Constitution.