



WALLMANS
LAWYERS

Expert advice,
human approach.

L5, 400 King William St
Adelaide SA 5000

GPO Box 1018
Adelaide SA 5001

Tel (08) 8235 3000
Fax (08) 8232 0926

general@wallmans.com.au
www.wallmans.com.au

ABN 98 802 494 422

SOUTH AUSTRALIAN TOURISM INDUSTRY COUNCIL
ABN 64 992 585 804

CONSTITUTION

INDEX

1. NAME	1
2. DEFINITIONS	1
3. OBJECTS OF THE ASSOCIATION	2
4. POWERS	3
5. MEMBERSHIP	4
5.1 Types of Membership	4
5.2 Eligibility	4
5.3 Subscriptions	5
5.4 Cessation of Membership	5
5.5 Expulsion of a Member	5
5.6 Register of Members	6
5.7 Further Classes of Membership	6
6. BOARD	6
6.1 Transitional Provisions:	6
6.2 Powers and Duties of the Board	7
6.3 Appointment of the Board	7
6.4 Elected Board Members	7
6.5 Appointed Board Members	8
6.6 Term of appointment	8
6.7 Proceedings of the Board	9
6.8 Written resolutions	10
6.9 Board Members Interests	10
6.10 Disqualification of a Board Member	10
6.11 Board Members' Remuneration	11
6.12 Common Seal	11
6.13 Chief Executive Officer	11
6.14 Secretary and Public Officer	11
6.15 Formation of Committees	12
7. MEETINGS	12
7.1 General Meetings	12
7.2 Special General Meetings of Members	13
7.3 Notice of General Meetings	13
7.4 Quorum	13
7.5 Proceedings at General Meetings of Members	14
7.6 Voting at General Meetings	14
7.7 Appeals to a General Meeting	15
7.8 Proxies	15
8. MINUTES OF MEETINGS	15
9. DISPUTE RESOLUTION	16
10. FINANCIAL REPORTING	16
10.1 Financial Year	16
10.2 Accounts	16
10.3 Annual returns	17

10.4	Appointment of Auditor.....	17
11.	POLITICAL NEUTRALITY	17
12.	PROBITY.....	17
13.	INDEMNITY.....	17
14.	NOTICES.....	17
15.	PROHIBITION OF DISTRIBUTION TO MEMBERS	18
16.	WINDING UP	18
17.	LIABILITY OF MEMBERS AND BOARD MEMBERS.....	18
18.	ALTERATION TO CONSTITUTION	18

1. NAME

- 1.1 The name of the Incorporated Association is the South Australian Tourism Industry Council Incorporated.

2. DEFINITIONS

In this Constitution:

- 2.1 **Accreditation** means any program or scheme deemed to be an accreditation program as recognised by the Tourism Industry Council South Australia.
- 2.2 **Accredited Member** means a Member who satisfies the eligibility criteria set out in clause 5.2.1 and has paid the applicable fee.
- 2.3 **Act** means and includes the *Associations Incorporation Act 1985 (SA)* as amended or replaced. Amalgamation Date means the date of the amalgamation of SATA and TICSA.
- 2.4 **Association** means the South Australian Tourism Industry Council.
- 2.5 **Board** means the whole or any number of the Board Members of the Association assembled at a meeting of Board Members and not being less than a quorum.
- 2.6 **Chairman** means the person elected as Chairman of the Board (other than on an ad hoc basis to fill in during the Chairman's absence at any Board meeting).
- 2.7 **Constitution** means this Constitution and all supplementary substituted or amending Constitutions in force.
- 2.8 **Board Member** means any person having a position on the Board acting as a Board Member for the purposes of the Act by whatever name called.
- 2.9 **General Meeting** includes an Annual General Meeting.
- 2.10 **Individual Member** means a Member who satisfies the eligibility criteria set out in clause 5.2.3 and has paid the applicable fee.
- 2.11 **Industry Association Member** means a Member who satisfies the eligibility criteria set out in clause 5.2.4 and has paid the applicable fee.
- 2.12 **Member** means any person or organisation admitted to membership of the Association.
- 2.13 **Month** means calendar month.
- 2.14 **Non-Accredited Member** means a Member who satisfies the eligibility criteria set out in clause 5.2.2 and has paid the applicable fee.
- 2.15 **Office** means the registered office of the Association.
- 2.16 **Register** means the register of Members to be kept in accordance with the Act.
- 2.17 **SATA** means the South Australian Tourism Alliance.
- 2.18 **SA Tourism Plan** means the Strategic Plan for the tourism industry in South Australia as released by the South Australian Tourism Commission.
- 2.19 **Seal** means the common seal and any official seal of the Association.

- 2.20 **Secretary** means a person appointed from time to time as a secretary of the Association and where appropriate includes an acting secretary and a person appointed by the Board to perform any or all of the duties of a secretary of the Association.
- 2.21 **Special Resolution** has the same meaning as in the Act.
- 2.22 **State** means the State of South Australia.
- 2.23 **Student Member** means a Member who fits the eligibility criteria set out in clause 5.2.5 has paid the applicable fee and who has attained the age of 18 years or over.
- 2.24 **TICSA** means the Association.
- 2.25 **Vice Chairman** means the person elected by the Board (from amongst those persons on the Board) to that position.
- 2.26 The singular number includes the plural and Vice versa. Words importing any gender include the other gender. Words importing persons include companies and organisations.
- 2.27 Expressions referring to writing will, unless the contrary intention appears, be construed as including references to printing, email, lithography, photography and other modes of representing or reproducing words in the visible form.
- 2.28 Words or expressions contained in this Constitution will be interpreted in accordance with the Associations Incorporation Act as in force at the date at which this Constitution became binding on the Association.

3. OBJECTS OF THE ASSOCIATION

The objects of the Association are:

- 3.1 secure the necessary resources to operate its industry programs and services;
- 3.2 maintain a productive working partnership with the South Australian Tourism Commission;
- 3.3 provide services that offer value to members;
- 3.4 represent and act on behalf of the South Australian tourism industry and its Members;
- 3.5 support the tourism industry to be cohesive, self-reliant and respected;
- 3.6 maintain mutually beneficial working relationships between the tourism industry and across all levels of government, industry partners and other tourism stakeholders;
- 3.7 deliver training to build industry capacity and capability;
- 3.8 to contribute to the implementation of the SA Tourism Plan;
- 3.9 implement accreditation and other programs and reward excellence to continually raise the skills and professionalism of businesses involved in the tourism industry in South Australia;
- 3.10 foster strong tourism industry communications;
- 3.11 actively influence the policy environment;

3.12 encourage the development and maintenance of long-term environmental programs to ensure sustainability of tourism product.

4. POWERS

4.1 The Association will have all the powers conferred by section 25 of the Act.

4.2 To publish or to contribute to the publication of any periodical, journal or magazine and to print and circulate books, papers, pamphlets and information to provide and circulate any annual or other report of the Association and its proceedings and work.

4.3 To subscribe to, become a member of and co-operate with any other association or organisation, whether incorporated or not, whose objects are altogether or in part similar to those of the Association.

4.4 To buy, sell and deal in all kinds of apparatus, literature and other items required by the Members of the Association.

4.5 To enter into any arrangements with any Government or authority, supreme, municipal, local or otherwise and to obtain from any such Government or authority any rights, privileges and concessions which the Association thinks it desirable to obtain; and to carry out, exercise and comply with any such arrangements, rights, privileges and concessions.

4.6 To appoint, employ, remove or suspend such persons as may be necessary or convenient for the purposes of the Association.

4.7 To establish and support or aid in the establishment and support of associations, institutions, funds, trusts and conveniences calculated to benefit employees or past employees of the Association or dependants or connections of any such persons; and to grant pensions and allowances; and to make payments towards insurance; and to subscribe or guarantee money for charitable or benevolent objects, or for any public, general or useful object.

4.8 To construct, improve, maintain, develop, work, manage, carry out, alter or control any houses, buildings, grounds, works, or conveniences which may seem calculated directly or indirectly to advance the Association's interest, and to contribute to, subsidise or otherwise assist and take part in the construction, improvement, maintenance, development, working, management, carrying out, alteration or control thereof.

4.9 To invest and deal with the money of the Association not immediately required in such manner as may be permitted by the Act for the investment of trust funds and any other investments as might be made by a prudent investor.

4.10 To borrow or raise or secure the payment of money in such manner as the Association may think fit and to secure the same or the repayment of performance of any debt liability contract guarantee or other engagement incurred or to be entered into by the Association in any way and in particular by the issue of debentures perpetual or otherwise charged upon all or any of the Association's property (both present and future), and to purchase, redeem or pay off any such securities.

4.11 To make, draw, accept, endorse, discount, execute and issue promissory notes, bills of exchange, bills of lading and other negotiable or transferable instruments.

4.12 To take or hold mortgages, liens and charges to secure payment of the purchase price or any unpaid balance of the purchase price, of any part of the Association's property of whatsoever kind sold by the Association, or any money due to the Association from purchasers and others.

- 4.13 To take any gift of property whether subject to any special trust or not, for any one or more of the objects of the Association but subject always to this Constitution.
- 4.14 To take such steps by personal or written appeals, public meetings or otherwise, as may be deemed expedient for the purpose of procuring contributions to the funds of the Association, in the shape of donations, annual subscriptions or otherwise.
- 4.15 In furtherance of the objects of the Association to amalgamate with any companies, institutions, societies or associations having objects altogether or in part similar to those of the Association and which will prohibit the distribution of its or their income and property among its or their members.
- 4.16 To purchase or otherwise acquire and undertake all or any part of the property, assets, liabilities and engagements of any one or more of the companies, institutions, societies or associations with which the Association is authorised to amalgamate.
- 4.17 To transfer all or any part of the property, assets, liabilities and engagements of the Association to any one or more of the Companies, institutions, societies or associations with which the Association is authorised to amalgamate.
- 4.18 To do all such other things as are incidental or conducive to the attainment of the objects and the exercise of the powers of the Association.

5. MEMBERSHIP

5.1 Types of Membership

There are 5 levels of membership as follows:

- 5.1.1 Accredited Members;
- 5.1.2 Non-Accredited Members;
- 5.1.3 Individual Members;
- 5.1.4 Industry Association Members;
- 5.1.5 Student Members.

5.2 Eligibility

The eligibility criteria for each type of membership is as follows:

- 5.2.1 Accredited Members are businesses or organisations with TiCSA approved Accreditation status.
- 5.2.2 Non-Accredited Members are businesses or organisations without TiCSA approved Accreditation.
- 5.2.3 Individual Members are any individuals with an interest the tourism industry.
- 5.2.4 Industry Association Members are:
 - (a) state tourism associations incorporated under the Act;
 - (b) regional or sectoral Tourism Associations; and

- (c) any other grouping of interested industry persons as approved for membership by the Board.

5.2.5 Student Members are persons enrolled in full time or part time tourism related studies.

5.3 Subscriptions

5.3.1 The Board may admit new Members to the Association. An applicant wishing to become a Member of the Association will apply in such form, as the Board requires and pay the applicable fees.

5.3.2 The Board may approve or reject an application for membership of the Association in its discretion.

5.3.3 Upon acceptance of the application by the Board and upon payment of the applicable fees, the applicant will become a Member of the Association.

5.3.4 Subject to clause 5.3.2, the Board may fix and vary the entrance fees, subscriptions and other dues payable by Members and the times for their payment.

5.4 Cessation of Membership

5.4.1 Any Member may resign their membership by personally delivering or by post, email or facsimile their signed resignation to, the Secretary at the Association Office.

5.4.2 Any Member who so resigns or who becomes a bankrupt or equivalent or of unsound mind or is in arrears by 3 months or more in the payment of any money due to the Association will automatically cease to be a Member without prejudice to the Association's right to recover any arrears.

5.4.3 Notwithstanding anything express or implied in this Constitution, a Member who resigns is not entitled to any refund of any fees paid to the Association.

5.4.4 The rights and duties of a Member cannot be assigned or transmitted. They end when membership ends.

5.4.5 A Member who has resigned or been expelled from the Association will cease to hold himself, herself or itself out as a member of the Association and will return to the Association all material produced by the Association.

5.4.6 Any former Member may reapply as a Member in the manner prescribed for admission of new Members.

5.5 Expulsion of a Member

5.5.1 If any Member willfully refuses or neglects to comply with the provisions of this Constitution or is guilty of any conduct, which in the opinion of the Board is unbecoming of a Member, prejudicial to the interests of the Association or constitutes misconduct the Board may expel that Member from the Association and remove their name from the Register.

5.5.2 At least one week before the meeting of the Board at which a resolution for the expulsion of a Member and for the removal of their name is proposed that Member will be given notice of:

- (a) the meeting;

- (b) the general particulars of what is alleged against them;
- (c) the intended resolution; and
- (d) an opportunity at the meeting and before the putting of the motion for giving oral or written explanations or defences.

5.5.3 The determination of the Board will be communicated to the Member, and in the event of an adverse determination the Member will cease to be a Member fourteen days after the Board has communicated its determination to the Member.

5.5.4 It will be open to a Member to appeal the expulsion to the Association in accordance with clause 7.7. The intention to appeal will be communicated to the Secretary or public officer of the Association within fourteen days after the determination of the Board has been communicated to the Member.

5.6 Register of Members

5.6.1 A register of Members must be kept and contain:

- (a) the name and address of each Member;
- (b) the date on which the Member was admitted to the Association;
- (c) the category of membership; and
- (d) the date and reason for termination (if applicable).

5.7 Further Classes of Membership

5.7.1 The Board may at any time:

- (a) establish a new class of membership; and/or
- (b) determine or change the existing classes of membership including any changes to voting rights.

6. BOARD

6.1 Transitional Provisions:

Notwithstanding any other provision of this Constitution (and in place of elections that would otherwise be held pursuant to 6.4).

6.1.1 Of the Board Members in office on the date of adoption of this clause 6.1 of the Constitution, despite any other provision of the Constitution:

- (a) any Elected Board Member whose term, but for the adoption of this revised Constitution, would expire in 2020 shall have their term expire at the conclusion of the meeting adopting this clause 6.1;
- (b) any Appointed Board Member whose term, but for the adoption of this revised Constitution, would expire in 2020 shall have their term expire at the

2023 AGM;

- (c) those Elected Board Members whose term, but for the adoption of this Constitution, would expire in 2021 shall draw lots to select one from their number whose term shall expire in 2022, whilst the terms of all others shall expire at the 2021 AGM; and
- (d) any Appointed Board Member whose term, but for the adoption of this revised Constitution, would expire in 2021 shall have their term expire at the 2021 AGM.

6.1.2 Of those Elected Board Members whose election has been announced at the 2020 AGM:

- (a) two shall serve a term concluding at the 2023 AGM; and
- (b) one shall serve a term concluding at the 2022 AGM, but whose term of appointment for that period shall not be considered for the purpose of clause 6.6.2.

The allocation of terms pursuant to this clause 6.1.2 shall be determined by the Board, or in absence of agreement by the drawing of lots.

6.2 Powers and Duties of the Board

- 6.2.1 The Board may exercise all the powers of the Association 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 Association.
- 6.2.2 All cheques, promissory notes, drafts, bills of exchange and other negotiable instruments, and all receipts for money paid to the Association, will be signed, drawn, accepted, endorsed or otherwise executed, as the case may be, by the Chairman and Executive Officer or by 2 other approved signatories in such other manner as the Board determines.
- 6.2.3 The Board will have the authority to interpret the meaning of the provisions contained within the Constitution and any matter relating to the affairs of the Association on which this Constitution is silent.

6.3 Appointment of the Board

- 6.3.1 The Board of the Association will consist of no less than five and no more than nine members and will be made up of the following:
 - (e) up to six Elected Board Members;
 - (f) up to three Appointed Board Members; and
 - (g) the position of Immediate Past Chair will hold an ex officio position on the Board until the following Annual General Meeting.
- 6.3.2 To be eligible to be elected or nominated to the Board, a candidate must either be an Individual Member, or an employee or Director of a Member organization.

6.4 Elected Board Members

- i. The Elected Board Members will all be Members of the Association and include, where possible, individuals from a range of tourism related sectors and businesses within the South Australian tourism industry. The Board may specify, from time to time, certain industry sectors or skill sets desirable for future election or appointment to the Board.

6.4.1 The nominations for Elected Board Members will take place in the following manner:

- (a) a nomination will be made in writing detailing the skills and experience of the nominee in a format as required by the Board;
- (b) a nomination, is to be made by a member; and
- (c) nominations must be lodged with the Secretary at the time and date specified by the Board, but in no event:
 - a. may the Board require nominations to be received more than 28 days before the Annual General Meeting is due to be held; or
 - b. less than 48 hours before the Annual General Meeting is due to be held.

6.4.2 If insufficient nominations are received to fill all vacancies on the Board for Elected Board Members, the candidates nominated will be deemed to be elected and announced at the Annual General Meeting.

6.4.3 If the number of nominations received is equal to the number of vacancies to be filled for Elected Board Members, the persons nominated will be deemed to be elected and announced at the Annual General Meeting.

6.4.4 If the number of nominations for Elected Board Members exceeds the number of vacancies to be filled, a ballot must be held.

6.4.5 The ballot for election of Elected Board Members may be conducted by secure online voting prior to the Annual General Meeting, by ballot at the Annual General Meeting or by such other process at the Annual General Meeting as the Board may direct.

6.4.6 All Members of the Association are entitled to one vote for the election of Elected Board Members except Student Members and Members who owe an amount to the Association that is overdue.

6.5 **Appointed Board Members**

6.5.1 The nominations for Appointed Board Members will take place in the following manner:

- (a) a nomination will be made in writing detailing the skills and experience of the nominee in a format as required by the Board;
- (b) nominations must be lodged with the Secretary at such a time as specified by the Board, but in any event no less than 48 hours before the Annual General Meeting.

6.5.2 The incumbent Board Members will appoint Appointed Board Members to any vacancy at the first Board meeting following the Annual General Meeting.

6.6 **Term of appointment**

- 6.6.1 Board Members will serve from the date of their election or appointment until the conclusion of the third Annual General Meeting after their election or appointment or 3 years, whichever is longer. For the avoidance of doubt, this clause 6.6.1 does not apply to the extent of any inconsistency with clause 6.1.
- 6.6.2 Each Board Member is eligible for re-election however they may not be re-elected to serve more than three consecutive terms.
- 6.6.3 Any person employed, salaried, contracted by the Board is not eligible to be a member of the Board, but may be invited by the Board to attend meetings.
- 6.6.4 In the event of the resignation of a Board Member, the Board will have the power to appoint any person to the Board following the resignation. Any member of the Board so appointed will hold office only until the next Annual General Meeting.
- 6.6.5 The Board Members will elect a Chairman and a Vice Chairman to hold office for two years or the balance of their term of the Board membership whichever is the lesser.
- 6.6.6 A General Meeting of the Association may resolve to remove a Board Member before the Member's term or office ends, and may appoint another Board Member in their place for the remainder of the term. A Board Member to whom a proposed resolution of that type relates may give the Secretary a written submission arguing against the resolution. The Secretary must send a copy of the submission to all Members.

6.7 **Proceedings of the Board**

- 6.7.1 The Board may meet together for the dispatch of business and adjourn and otherwise regulate their meetings as they think fit, however the Board must meet a minimum of two times per year
- 6.7.2 The Chairman or four other Board Members may at any time convene a meeting of the Board.
- 6.7.3 Subject to clause 6.7.2, at least fourteen days' notice specifying the place, day time and general nature of the proposed business of each Board meeting will be given to every Board Member.
- 6.7.4 The notice requirements may be waived with the consent of all Board Members.
- 6.7.5 Those consents may be given orally at a meeting for which notice was not duly given.
- 6.7.6 The quorum for any meeting of the Board will be half of the Board Members currently in office (rounded up to the nearest whole number).
- 6.7.7 If at any meeting neither the Chairman nor the Vice Chairman is present at the time appointed for holding it the Board Members present will choose one of their number to be Chairman of the meeting.
- 6.7.8 Questions arising at any meeting of the Board will be decided by a majority of votes and in the case of an equality of votes the Chairman of the meeting will have a second or casting vote.
- 6.7.9 The Board may hold a meeting in person, or by phone, video-conference or any other means of communication, provided everyone at the meeting can hear and be heard by one another throughout the meeting. The meeting is invalid if this clause is not complied with.

6.7.10 If a meeting is not held in person, each of the following conditions must be met:

- (a) each of the Board Members must have received notice of the fact that the meeting was to be held;
- (b) each Board Member who is present must announce, at the beginning of the meeting, that he or she is present.

6.7.11 Minutes of the proceedings of a telephone or electronic meeting if they are certified as a correct minute by the Chairman of the meeting is sufficient evidence of the proceedings and the observance of all necessary formalities.

6.7.12 A Board Member may not appoint an alternate to replace them at any Board meeting unless approved by the Board.

6.8 **Written resolutions**

6.8.1 A written resolution signed by all the Board Members will be as valid and effectual as if it had been passed at a meeting of the Board duly convened and held. Any such resolution may consist of several documents in like form each signed by one or more Board Members.

6.8.2 A written resolution will be treated as having been passed at a meeting of Board Members held on the day and at the time that the last director signs.

6.9 **Board Members Interests**

6.9.1 In relation to any contract or arrangement entered into by the Association with a third party in which a Board Member has an interest then that Board Member may not vote in respect of such contract or arrangement in which they are so interested. A Board Member may not be the Board Member in whose presence the seal of the Association is to be affixed if they have an interest in the contract or arrangement to which the instrument relates.

6.10 **Disqualification of a Board Member**

6.10.1 The office of a Board Member will become vacant if they:

- (a) cease to be a Board Member by virtue of the Act;
- (b) become bankrupt or make an arrangement or composition with their creditors generally;
- (c) become prohibited from being a Board Member by reason of any order made under the Act;
- (d) become of unsound mind or a person whose person or estate is liable to be dealt with in any way under the Act relating to mental health;
- (e) resign their office by written notice to the Association;
- (f) are absent from 3 consecutive meetings of the Board without the consent of the Board;
- (g) are elected to any Parliament;
- (h) have not paid the appropriate membership fee (if required).

- 6.10.2 If any Board Member is appointed to other boards or committees, eligibility to continue to serve as a Board Member is at the discretion of the Board.

6.11 Board Members' Remuneration

- 6.11.1 All elected Board members will be eligible for a rebate of membership fee to the equivalent of a small business with 1-3 FTE's. This will occur following the election of the Board annually.
- 6.11.2 Any Board Member who serves on any committee or who devotes special attention to the business to the Association or who otherwise performs services which in the opinion of the Board are outside the scope of the ordinary duties of a Board Member or who at the request of the Board engages in any journey on the business of the Association may be paid such extra remuneration by way of salary or otherwise as the Board determines.
- 6.11.3 Board Members may in addition to any such remuneration be reimbursed out of the funds of the Association for such reasonable travelling hotel and other expenses as may be incurred by them when engaged on the business of the Association or in attending meetings of the Association or of the Board or of any committee.

6.12 Common Seal

- 6.12.1 The common seal of the Association must be kept by the Secretary. It must not be affixed to any document without the authority and written approval of the Board. The affixing of the common seal must be witnessed by the signatures of two members of the Board, or one member of the Board and the public officer of the Association.

6.13 Chief Executive Officer

- 6.13.1 The Board must appoint a Chief Executive Officer.
- 6.13.2 The Chief Executive Officer holds office on the terms and conditions (including as to remuneration) and with the powers, duties and authorities, determined by the Board.
- 6.13.3 The exercise of those powers and authorities and the performance of those duties, by the Chief Executive Officer is subject at all times to the control of the Board.
- 6.13.4 Subject to the terms and conditions of the appointment, the Board may suspend or remove the Chief Executive Officer from that office.
- 6.13.5 The Chief Executive Officer is entitled to notice of and to attend all meetings of the Association, the Board and any committees and may speak on any matter, but does not have a vote.

6.14 Secretary and Public Officer

- 6.14.1 There must be at least one Secretary who is to be appointed by the Board.
- 6.14.2 The Board may suspend or remove a Secretary from that office.
- 6.14.3 A Secretary holds office on the terms and conditions (including as to remuneration) and with the powers, duties and authorities, determined by the Board.
- 6.14.4 The Board will appoint a Public Officer as required by the Act.

6.14.5 The Board may suspend or remove a Public Officer from that office.

6.14.6 A Public Officer holds office on the terms and conditions (including as to remuneration) as determined by the Board and with the powers, duties and authorities as determined by the Board and as set out in the Act.

6.14.7 An individual may simultaneously hold the offices of Secretary and Public Officer.

6.15 Formation of Committees

6.15.1 The Board may form a committee, comprising persons who do not have to be Members, to deal with issues as determined by the Board.

6.15.2 The Board may delegate tasks to a committee or members of a committee and may delegate or restrict powers as it sees fit.

6.15.3 Membership of a committee does not give any member of the committee to attend or vote at any meeting of the Association or of the Board.

6.15.4 A 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 minutes after the time appointed for holding the meeting, the members present may choose one of their number to be chairman of the meeting.

6.15.5 A committee may meet and adjourn as it thinks proper. Questions arising at any meeting will be determined by a majority of votes of the members present, and in the case of an equality of votes the chairman will have a second or casting vote.

7. MEETINGS

7.1 General Meetings

7.1.1 The Board will call an Annual General Meeting of the Members within five months after the end of its financial year or in accordance with the Act.

7.1.2 The Annual General Meeting will be held at a location and on a date to be determined by the Board to transact the following business:

- (a) to receive, and if approved, adopt the Annual Report, audited balance sheet and statement of accounts for the financial year ending 30th June proceeding;
- (b) to consider alterations to the Constitution and, if approved, adopt the alterations by Special Resolution;
- (c) to deal with any matters the Board or any Member wishes to bring before the meeting;
- (d) to announce Board Members for the following year;
- (e) to accept the minutes of the previous Annual General Meeting and of any General Meeting held since that meeting.

7.1.3 At least fourteen days' notice in writing of the Annual General Meeting must be provided to each Member. The notice convening the Annual General Meeting must state that the meeting is the annual general meeting.

- 7.1.4 The period of notice under clause 7.1.3 may be waived with the written consent of all Members.
- 7.1.5 Provided that a majority of Directors have consented either orally or in writing to the Secretary, a meeting of the Association (including General Meetings and Board Meetings) may be held at different venues provided that the technology used gives participants the means by which they are able simultaneously to hear each other and to participate in the meeting. A Member or Board Member who participates in a meeting held in this way is taken to be present for the purpose of determining quorum and entitled to vote at the meeting.

7.2 Special General Meetings of Members

- 7.2.1 The Board may whenever it thinks fit convene a Special General Meeting.
- 7.2.2 The Board must also convene a Special General Meeting if not less than 5 per cent of the total number of Members request the Board in writing to do so. The request must state the purpose of the meeting and must be signed by the Members making the request. The request may be made in separate documents in substantially the same form, each signed by at least one Member.
- 7.2.3 Any business transacted at a Special General Meeting other than an Annual General Meeting will be deemed special business.

7.3 Notice of General Meetings

- 7.3.1 Subject to the provisions of the Act and to agreement to accept shorter notice, at least fourteen days' notice of a General Meeting must be given to Members and those persons entitled to receive notice. The notice will state:
- (a) the place of the General Meeting (and, if the meeting is to be held in 2 or more places, the technology that will be used to facilitate this);
 - (b) the day and hour of the General Meeting; and
 - (c) the general nature of any special business to be considered at the General Meeting.
- 7.3.2 No business may be transacted at a General Meeting of the Association except the business specified in the notice of meeting. A Member who wants an item of business to be transacted at a general meeting may give notice of that business in writing to the Board. The Board must include that business in the next notice of a general meeting.

7.4 Quorum

- 7.4.1 No business will be transacted at any General Meeting unless a quorum of Members is present when the meeting proceeds to business.
- 7.4.2 Ten Members present or 30% of Members, whichever is less, will be a quorum for a General Meeting.
- 7.4.3 If a quorum is not present at the time for commencement of a meeting, and is still not present half an hour later, the following apply:
- (a) If the meeting was convened at the written request of Members, the meeting is automatically dissolved.

- (b) In any other case, the meeting is automatically adjourned to the same time and day in the next week. It is to be held in the same place unless another place is specified by the Chairman at the time of the adjournment or by a written notice given to Members at least 24 hours before the date of the adjourned meeting.

7.4.4 If a quorum is not present at the time for the commencement of an adjourned meeting, and is still not present half an hour later, the quorum becomes 7 Members. If that quorum is not present, the meeting is automatically dissolved.

7.5 Proceedings at General Meetings of Members

7.5.1 The Chairman or in their absence the Vice Chairman will be the Chairman at every General Meeting. If there is no Chairman or Vice Chairman or if neither of them is present within 15 minutes after the time appointed for the meeting or if neither of them is willing to act as Chairman of the meeting the Members present will choose one of the Board Members to so act if no Board Member by present or willing to do so they will choose one of their number to take the chair.

7.5.2 Minutes of the meeting are to be duly entered in the books provided for the purpose:

- (a) The names of the persons present at each meeting;
- (b) All declarations made or notices given to any Member (either generally or specifically) of their interest in any contract or proposed contract or their holding of any office or property whereby any conflict of duty or interest may arise;
- (c) All resolutions and proceedings;
- (d) Such minutes will be signed by the Chairman of the meeting at which the proceedings were held or by the Chairman of the next succeeding meeting, or if the minutes are unavailable at the next meeting then at the earliest opportunity afforded by a subsequent meeting.

7.5.3 A minute of any General Meeting or meeting of the Board if certified to be a correct minute by the Chairman of the meeting or of the next succeeding meeting will be sufficient evidence of the proceedings and observance of all necessary formalities

7.6 Voting at General Meetings

7.6.1 A question that is to be decided at a General Meeting of the Association is to be decided on a show of hands. Unless a poll is demanded in accordance with the next clause, a declaration by the Chairman that a resolution has been carried, carried unanimously, carried by a particular majority, or lost, plus an entry to that effect in the Minute Book of the Association, is evidence of the fact, without proof of the number or proportion of the votes recorded in favour of and against the resolution.

7.6.2 If at least 3 Members entitled to vote at a meeting demand a poll on a question that is to be decided at the meeting, the Chairman must comply with that demand.

7.6.3 If a poll is demanded it will be taken in such manner and at such time and place as the Chairman of the meeting directs, It may be taken at once after an interval or

adjournment or otherwise as the Chairman of the meeting directs.

- 7.6.4 A poll demanded on the election of the Chairman of the meeting or on a question of adjournment will be taken immediately. The demand for a poll will not prevent the continuation of a meeting for the transaction of any business other than the question of which the poll has been demanded.
- 7.6.5 The Chairman of the meeting may with the consent of any meeting at which a quorum is present and will if so directed by the meeting adjourn the meeting but no business will be transacted at any adjourned meeting other than the business left unfinished at meeting from which the adjournment took place.
- 7.6.6 If a meeting is adjourned for more than 30 days then notice of the adjourned meeting will be given as if it were the original meeting but otherwise it will not be necessary to give any notice relating to an adjourned meeting.

7.7 Appeals to a General Meeting

- 7.7.1 If a Member is dissatisfied with a decision of the Board regarding matters related to their membership, they may appeal the decision to the next General Meeting called by the Association by giving notice of appeal to the Association within 10 Business Days of being notified of the Board's decision.
- 7.7.2 If a Member gives notice under clause 7.7.1:
- (a) a decision of the Board under clause 5.5 in relation to that Member is of no effect pending that next General Meeting to be called by the Association after receiving the notice; and
 - (b) the Board's decision being appealed must be included in the notice of the next General Meeting to be called by the Association after receiving the notice; and
 - (c) the Board's decision being appealed from must be confirmed or overturned at the next General Meeting, and if a motion to overturn the decision is put and fails at the General Meeting, the decision is taken to be confirmed and takes immediate effect.
- 7.7.3 If a Member so appeals a decision, the Board may reverse its original decision at any time before the appeal is put to a vote a General Meeting.

7.8 Proxies

- 7.8.1 A Member will be entitled to appoint in writing a natural person who is also a Member of the Association to be their proxy, and attend and vote at any General Meeting of the Association.

8. MINUTES OF MEETINGS

- 8.1.1 Proper minutes of all proceedings of meetings of the Board and meetings of the Members will be entered within one month after the relevant meeting in records kept for the purpose.
- 8.1.2 The minutes kept pursuant to this clause 8 will be signed by the Chairman of the meeting at which the proceedings took place or by the Chairman of the next succeeding meeting.
- 8.1.3 Where minutes are entered and signed they will until the contrary is proved be

evidence that the meeting was convened and duly held, that all proceedings held at the meeting will be deemed to have been duly held and that all appointments made at a meeting will be deemed to be valid.

9. DISPUTE RESOLUTION

9.1.1 The dispute resolution procedure set out in this Constitution applies to disputes under this Constitution between:

- (a) a Member and another Member;
- (b) a Member and the Association.

9.1.2 If a dispute arises, the parties must act in good faith towards one another in relation to it.

9.1.3 The parties to a dispute must meet to discuss it as soon as they have all become aware of it. They must attempt to resolve it within 14 days. If they do not resolve it within that time, the parties must hold a meeting with a mediator chosen by them. If the parties do not agree on a mediator:

- (a) in the case of a dispute between a Member and another Member, the mediator is the Board of the Association;
- (b) in the case of a dispute involving the Association, the mediator is to be a person appointed by the President of the Law Society of South Australia;
- (c) a party to a dispute must not be the mediator; or
- (d) a Member of the Association may be appointed as mediator.

9.1.4 The mediator must observe the following :

- (a) the parties must be given an adequate opportunity to be heard;
- (b) the parties must be given an adequate opportunity to consider any written submission by a party;
- (c) the rules of natural justice must be complied with; and
- (d) the mediator must not determine the dispute.

9.1.5 If the dispute is not resolved by mediation, the parties may take legal action to resolve it.

10. FINANCIAL REPORTING

10.1 Financial Year

The first financial year of the Association will be the period ending on the next 30 June following incorporation, and thereafter a period of 12 months commencing on 1 July and ending on 30 June of each year.

10.2 Accounts

- 10.2.1 The Association must keep and retain such accounting records as are necessary to correctly record and explain the financial transactions and financial position of the Association in accordance with the Act.
- 10.2.2 The Board must cause the accounts of the Association to be audited in accordance with the Act.
- 10.2.3 The accounts, together with the auditor's report on the accounts, the Board's statement and the Board's report, must be laid before Members at the Annual General Meeting.

10.3 Annual returns

The annual return must be lodged with the Office of Consumer and Business Affairs within six months after the end of each financial year. It must be accompanied by a copy of the accounts, the auditor's report, the Board's statement and the Board's report.

10.4 Appointment of Auditor

- 10.4.1 At each Annual General Meeting, the Members must appoint a person to be auditor of the Association.
- 10.4.2 The auditor will hold office until the next Annual General Meeting and is eligible for reappointment.
- 10.4.3 If an appointment is not made at any Annual General Meeting, the Board must appoint an auditor for the current financial year.

11. POLITICAL NEUTRALITY

The Association is non-party political and will not make any donation to any political party or candidate.

12. PROBITY

All Board Members must maintain the standards of duty and confidentiality.

13. INDEMNITY

- 13.1.1 Every Board Member, Secretary and any other officer of the Association and its auditor or auditors will be indemnified out of the assets of the Association against any liability incurred by them in defending any proceedings (whether civil or criminal) arising out of the performance of their office in which judgment is given in their favour or in which they are acquitted or in connection with any application under the Act in which relief is granted to them by the court in respect of any negligence default breach of duty or breach of trust.
- 13.1.2 The Association may pay a premium for a contract insuring a person who is or has been a Board Member, of the Association against any liability incurred by that person as such an officer which does not arise out of conduct involving a wilful breach of duty in relation to the Association or a contravention of the Act; and any liability for costs and expenses incurred by that person in defending proceedings relating to that person's position with the Association, whether civil or criminal, and whatever their outcome.

14. NOTICES

- 14.1.1 A notice may be given personally or delivered by post, email or by facsimile to the

Office.

14.1.2 A letter, email or facsimile is taken to be received if:

- (a) in the case of a posted letter, on the third day after posting (the seventh day if posted outside Australia); and
- (b) in the case of an email by the date received at the Office of the Association; and
- (c) in the case of a facsimile, on production of a transmission report by the machine from which the facsimile was sent which indicates that the facsimile was sent in its entirety to the facsimile number of the recipient.

14.1.3 Notice of every General Meeting will be given to:

- (a) every Member who has supplied an address to the Association; and
- (b) the auditor or auditors of the Association.

14.1.4 The signature to any notice to be given by the Association or the Board may be written or printed.

15. PROHIBITION OF DISTRIBUTION TO MEMBERS

15.1.1 The income and property of the Association must be used and applied solely for the promotion of its purposes and the exercise of its powers as set out in this Constitution.

15.1.2 No portion of the income or property of the Association may be distributed directly or indirectly to or amongst the Members of the Association except as bona fide remuneration of a Member for services rendered or expenses incurred on behalf of the Association.

15.1.3 Nothing in this clause 15 prevents the payment in good faith.

16. WINDING UP

16.1.1 The Association may be wound up in the manner provided for in the Act.

16.1.2 If after the winding up of the Board there remains "surplus assets" as defined in the Act, such surplus assets will not be paid or distributed among the Members of the Association but will be given or transferred to a not-for-profit tourism association, having similar objects to the objects of the Association.

17. LIABILITY OF MEMBERS AND BOARD MEMBERS

A Member or Board Member of the Association will not be liable to contribute towards the payment of debts and liabilities of the Association or the costs, charges and expenses of the winding up of the Association except as otherwise provided in the Act.

18. ALTERATION TO CONSTITUTION

18.1.1 This Constitution may be altered by special resolution of the Members of the Association. This includes rescission or replacement by substitute provisions. The alterations will be registered as required by the Act.

- 18.1.2 The registered Constitution will bind the Association and every Member to the same extent as if they have respectively signed and sealed them, and agreed to be bound by all of the provisions thereof.