

**CONSTITUTION OF  
THE AUSTRALIAN AND NEW ZEALAND PAEDIATRIC  
NEPHROLOGY ASSOCIATION  
A COMPANY LIMITED BY GUARANTEE**

**PART 1: Memorandum of Association (Amended)**

**1. NAME:**

The name of the Company is "The Australian and New Zealand Paediatric Nephrology Association" (hereinafter called "ANZPNA").

**2. OBJECTIVES:**

The objectives for which the ANZPNA is established are:

- (a) To encourage promote foster and develop the study of paediatric nephrology in Australia and New Zealand.
- (b) To promote and maintain the highest standards of diagnosis and management of disorders of the kidneys and urinary tract in infants, children and young people and advance the practice of paediatric nephrology in Australia and New Zealand and to encourage and stimulate research in Paediatrics.
- (c) To act as a consultant and advisory body on paediatric nephrology in Australia and New Zealand and elsewhere.
- (d) To promote personal intercourse and friendship among persons engaged in paediatric nephrology in Australia and New Zealand and elsewhere.
- (e) To become a member of subscribe to or affiliate with or to grant affiliation with it to any other organization whether incorporated or not having objects altogether or in part similar to those of the ANZPNA or having for its objects or one of its objects the promotion fostering or developing of paediatric nephrology or allied sciences provided that the ANZPNA shall not subscribe to or support with its funds any organisation which does not prohibit the distribution of its income and property among its members to an extent at least as great as that imposed on the ANZPNA.
- (f) To take over the property assets and effects and liabilities of the present unincorporated Association known as Australian and New Zealand Paediatric Nephrology Association and for that purpose to execute and carry into effect any contract deed or other instrument which may be necessary.
- (g) To cultivate and maintain the highest principles of practice and ethics in persons engaged in paediatric nephrology in Australia and New Zealand.
- (h) To promote arrange and conduct conferences meetings lectures discussions and demonstrations on or concerning paediatric nephrology and to diffuse information concerning diseases of the kidneys and urinary tract in infants, children and young people and as to the causes and effects thereof and the prevention and cure of the same.

- (i) In furtherance of these objects to consider originate and promote so far as relates to the objectives of the ANZPNA alterations and improvements in the law and to oppose or support alterations therein and for such purposes to petition Parliament and take such action or proceedings as may be deemed expedient.
- (j) To acquire establish print and publish magazines periodicals journals transactions treatises leaflets papers or other literary or scientific works which the ANZPNA may think desirable in furtherance of these objects or any of them.
- (k) To make and grant awards or other benefactions and establish scholarships and prizes for or in connection with the study of and research in paediatric nephrology.
- (l) To accept any gift endowment or bequest made to the ANZPNA generally or for the purpose of any specific object and to carry out any trusts attached to any such gift endowment or bequest.
- (m) To undertake and execute any trusts the undertaking whereof may be necessary or convenient for the carrying out of any of the objects of the ANZPNA.
- (n) To procure the ANZPNA to be registered or recognized in any country or place outside the State of Victoria.
- (o) Subject to any restrictions as may for the time being be imposed by law to purchase take on lease or in exchange hire or otherwise acquire any real and personal property where-so-ever situate and any rights or privileges which the ANZPNA may think necessary or convenient for the purposes of the ANZPNA.
- (p) To construct maintain and alter any buildings or works necessary or convenient for the purposes of the ANZPNA.
- (q) To sell improve manage develop exchange lease mortgage dispose of turn to account or otherwise deal with all or any part of the property and rights of the ANZPNA.
- (r) To borrow or raise or secure the payment of money in such manner as the ANZPNA shall think fit and in particular by the issue of debentures or debenture stock perpetual or otherwise charged upon all or any of the property of the ANZPNA both present and future and to purchase redeem or pay off any such securities.
- (s) To invest and deal with the moneys of the ANZPNA not immediately required in such manner as may from time to time be determined. Provided that such moneys shall be invested only in such forms of investment as may be permitted by law for the investment of trust funds.
- (t) To draw make accept endorse discount execute and issue promissory notes bills of exchange warrants debentures and other negotiable or transferable instruments.
- (u) From time to time to make rescind or alter such by-laws not being inconsistent with any Statute or with these objectives or with this Memorandum of Association the ANZPNA for the time being in force for the regulation of any of the affairs of the ANZPNA as may be deemed necessary or convenient.
- (v) To do all such other things as are incidental or conducive to the attainment of the above objects or any of them.

The intention is that unless the context shall otherwise require the objects specified in each paragraph of this clause shall be independent main objects and shall be in no wise limited or restricted by reference to or inference from the terms of any other paragraph or the name of the ANZPNA. And it is hereby declared

that in case the ANZPNA shall take or hold any property which may be subject to any trusts the ANZPNA shall only deal with the same in such manner as allowed by law having regard to such trusts.

### **3. INCOME AND PROPERTY:**

The income and property of the ANZPNA from whatsoever source derived shall be applied solely towards the promotion of the objects of the ANZPNA as set forth in this Memorandum of Association and no portion thereof shall be paid or transferred directly or indirectly by way of dividend bonus or otherwise howsoever by way of profit to members of the ANZPNA provided that nothing herein contained shall prevent the payment in good faith of reasonable and proper remuneration to any officers or servants of the ANZPNA or to any member of the ANZPNA in return for any services actually rendered to the ANZPNA nor prevent the payment of interest at a rate not exceeding the rate for the time being charged by bankers in Melbourne for overdrawn accounts on money borrowed from any member of the ANZPNA or reasonable and proper rent for premises demised or let by any member to the ANZPNA, but so that no member of the Executive or the Governing Body of the ANZPNA shall be appointed to any salaried office of the ANZPNA or any office of the ANZPNA paid by fees and that no remuneration or other benefit in money or money's worth shall be given by the ANZPNA to any member of such Executive or Governing Body except repayment of out-of-pocket expenses and interest at the rate aforesaid on money lent or reasonable and proper rent for premises demised or let to the ANZPNA provided that the provision last aforesaid shall not apply to any payment to any Railway Gas Electric Lighting Water or Telephone company of which a member of the Executive or Governing Body may be a member or to any other company in which such member shall not hold more than a one-hundredth part of the capital and such member shall not be bound to account for any share of profits he may receive in respect of any such payment and that the said provision shall not apply to the payment in good faith of reasonable and proper remuneration and expenses in any one year to not more than one-third in number of the members of the Executive or Governing Body of the ANZPNA for their services as Examiners Lecturers or Demonstrators in connection with the teaching and examining work of the ANZPNA in which case when by reason of their ability or their ability and other reasons the Executive or Governing Body is of the opinion that such services of such members are pre-eminently desirable in the interests of the Executive. Where any payment is to be made to a member or member of the Executive, such payment must be approved by all members of the Executive or Governing Body of the ANZPNA.

In summary, subject to Section 150 (1) of the Corporations Law

- the ANZPNA is required to pursue charitable purposes only and to apply its income in promoting those objects as outlined in the Memorandum of Association.
- the ANZPNA is prohibited from making distributions to its members and paying fees to its directors and the directors are required to approve all other payments the ANZPNA makes to its directors.

### **4. LIABILITY**

The liability of the members is limited.

### **5. WINDING UP**

- (a) Every member of the ANZPNA undertakes to contribute to the assets of the ANZPNA in the event of its being wound up while he is a member or within one year afterwards for payment of the debts and liabilities of the ANZPNA contracted before the time at which he ceases to be a member and the costs charges and expenses of winding up and for the adjustment of the rights of contributories among themselves such amount as may be required not exceeding twenty dollars.

- (b) If upon the winding up or dissolution of the ANZPNA there remains after satisfaction of all its debts and liabilities any property whatsoever the same shall not be paid to or distributed amongst the members of the ANZPNA but shall be given or transferred to a corporation set up by Royal Charter or Act of Parliament having objects substantially similar to the objects of the ANZPNA or to some other institution or institutions having objects similar to the objects of the ANZPNA and which shall prohibit the distribution of its or their income and property among its or their members to an extent at least as great as is imposed on the ANZPNA such institution or institutions to be determined by the members of the ANZPNA at or before the time of dissolution and in default thereof by the Chief Judge in Equity of the Supreme Court of Victoria or such other Judge of that Court as may have or acquire jurisdiction in the matter; and if and so far as effect cannot be given to the aforesaid provision then to some charitable object.

#### **6. ACCOUNTS:**

True accounts shall be kept of the sums of money received and expended by the ANZPNA and the matters in respect of which such receipts and expenditure take place and of the property credits and liabilities of the ANZPNA and subject to any reasonable restrictions as to time and manner of inspecting the same that may be imposed in accordance with the regulations of the ANZPNA for the time being the same shall be open to the inspection of the members. Once at least in every year the accounts of the ANZPNA shall be examined and the correctness of the balance sheet ascertained by one or more properly qualified auditor or auditors.

**PART 2: Articles of Association**  
of  
**THE AUSTRALIAN AND NEW ZEALAND  
PAEDIATRIC NEPHROLOGY ASSOCIATION**

**Interpretation**

1. In these articles of association unless the context otherwise requires-

"The ANZPNA" means the company registered as "The Australian and New Zealand Paediatric Nephrology Association".

"Executive" means the governing body of the ANZPNA herein provided for.

"Member" means a member of the ANZPNA.

"General Meeting" means an annual general meeting or an extraordinary general meeting and any adjourned holding thereof.

"Annual Meeting" means the annual general meeting of Members.

"Office" means the registered office of the ANZPNA for the time being.

"The Chair, "The Honorary Secretary", and "The Honorary Treasurer", mean those respective officers for the time being of the ANZPNA and include any persons appointed to perform the duties of those respective officers temporarily.

"In writing" and "written" include typing, printing or lithographing and other modes of representing or reproducing words and figures in a visible form.

Words importing the singular number include the plural number, and words importing the plural number include the singular number.

Words importing the masculine gender shall include the feminine gender and vice versa.

Words importing persons shall include corporations and companies.

"Month" means calendar month.

"By-laws" means the by-laws of the ANZPNA passed pursuant to these articles of association.

"The Law " means the Corporations Law as amended from time to time.

**Membership**

2. The subscribers to the following Articles and such other persons as shall be admitted to membership in accordance with these Articles and none others shall be members of the ANZPNA.

3. For the purposes of registration the ANZPNA is declared to consist of Twenty Four (24) Members but the Executive may from time to time register an increase in the number of Members.

**Membership Requirements**

4. Medical Practitioners who hold a medical qualification conferred by an institution recognised by the ANZPNA and have a substantial involvement in paediatric nephrology shall be eligible to be admitted to membership of the ANZPNA.

Every applicant for membership of the ANZPNA must be proposed and seconded by Members and he or she must sign and deliver to the Honorary Secretary not less than one month before a general meeting an application for membership framed in such terms as the Executive shall require.

Every applicant for membership of the ANZPNA shall in his application state his agreement to abide by the Articles of Association and by-laws of the ANZPNA and to pay his annual subscription so long as he shall remain a Member.

All valid applications will be submitted to the next general meeting.

Trainees in Paediatric Nephrology may be admitted as Associate Members under conditions determined by the Executive from time to time.

Members, who move into another, but related field, retaining primary qualifications, should retain membership. This might apply to research or corporate sector.

Practitioners in other disciplines such as Radiology and Urology could apply for membership to ANZPNA. They would be proposed and seconded and their application would be reviewed by the Executive and discussed at the Annual General Meeting.

Eminent Paediatric Nephrologists may be proposed as honorary members provided they have made a significant contribution to Australian paediatric nephrology. Their application should be reviewed at the Annual General Meeting as outlined in Clause 9 of the Articles of Association.

#### **Notification of Membership**

5. When an applicant for membership of the ANZPNA has been admitted notice to that effect shall be sent to him by the Secretary together with a request for the payment of the annual subscription payable on his admission.

#### **Subscription**

6. No person shall be deemed to be a Member nor shall his admission to membership be effective until he shall have paid the annual subscription payable on his admission.

#### **Membership Non-Transferable**

7. The rights and privileges of a Member shall be to himself and shall not be transferable.

#### **Membership Dues**

8. There shall be payable to the ANZPNA by each Member (other than an Honorary Member) for each year during which he remains a Member an annual subscription which shall become payable in advance on the first day of January in each year. The annual subscription shall be such a range as the ANZPNA shall from time to time in general meeting determine. The Executive may in its absolute discretion reduce the subscription of any Member or class of Members to such an extent as the Executive shall determine.

#### **Honorary Member**

9. Honorary Members may be elected from medical practitioners who have rendered outstanding Service to paediatric nephrology in Australia and New Zealand for which the ANZPNA desires to confer honor. Honorary Members shall be elected by the membership at a General Meeting. Honorary Members may enjoy all the privileges and benefits of membership of the ANZPNA.

#### **Resignation of Member**

10. Any Member may resign his membership on giving to the Council three months notice in writing of his intention to resign and his resignation shall take effect at the expiration of such notice provided that no resignation of a Member shall be accepted or take effect unless and until all arrears of subscription due by such Member to the ANZPNA have been paid.

#### **Termination of Membership**

11. The membership of any Member shall be terminated ipso facto in any of the following events.
  - (a) On his death.
  - (b) If he ceases to retain any of the qualifications rendering him eligible for admission to membership of the ANZPNA.
  - (c) If he be in arrears with his annual subscription for two years and if after that period he shall fail to pay such arrears within two months after application is made to him in writing by the Honorary Treasurer to pay the same.
  - (d) If he become or be made bankrupt or insolvent under any of the laws relating to bankruptcy or insolvency for the time being in force in Australia and New Zealand, but the Executive shall have power to declare that the membership of a Member shall be deemed not to have been terminated by his bankruptcy or insolvency and thereupon the membership of such Member shall continue as though he had not become bankrupt or insolvent.
  - (e) By expulsion from membership by the ANZPNA in general meeting on the ground that the conduct of the Member is or has been detrimental to the honor and/or interests of the medical profession or of the ANZPNA or is or has been calculated to bring the medical profession or the ANZPNA into disrepute or contempt or on the ground that he has wilfully and persistently refused to comply with or has committed a wilful breach of these articles of association or of any by-laws of the ANZPNA provided however that a Member shall not be expelled from the ANZPNA except upon a resolution of a majority of at least three-fourths of the Members present and voting at an extraordinary general meeting of the ANZPNA at which there shall be present at least one-half of the Members for the time being and of which meeting such Member shall have been given at least seven clear days' notice. The notice shall state the purpose of the meeting and what is alleged against the Member concerned and such Member shall be entitled to attend such meeting and be given the opportunity to be heard in his own defence and of stating his case to the meeting, but the Member concerned shall not be permitted to be present at the voting or permitted to otherwise take part in the proceedings of the meeting except as the meeting allows.

#### **Continuing Membership**

12. Every Member shall remain a Member until his membership is terminated in accordance with the provisions of these articles of association.

#### **Arrears of Subscription**

13. If any Member shall by any means cease to be a Member of the ANZPNA he shall nevertheless remain liable for and pay to the ANZPNA all moneys which at the time of his ceasing to be a Member may be due from him to the ANZPNA.

**Readmission**

14. No person who shall have been a Member and ceased to be such shall be eligible for readmission until he shall have paid all arrears of subscription, if any, due from him to the ANZPNA at the date when his former membership ceased.

**Register of Members**

15. There shall be a register of Members kept by the ANZPNA and there shall be entered in such register the full name and address and occupation of each Member and such other particulars as shall be by Statute required to be entered therein and such further particulars as the Executive shall from time to time prescribe.

**General Meetings**

16. The first annual meeting of the ANZPNA shall be held at such time during the year One thousand nine hundred and ninety-nine and at such place as the Executive may determine.

**Time of Annual Meeting**

17. Subsequent annual meetings of the ANZPNA shall be held once in every year at such time not being more than fifteen months after the holding of the last preceding annual meeting at a time and place as the Executive may determine.

**Extraordinary Meeting**

18. The meetings referred to in the last preceding article shall be ordinary meetings; all other meetings shall be called extraordinary meetings.

19. The Executive may whenever it thinks fit convene an extraordinary meeting. Extraordinary meetings shall also be convened and held as provided for in the Law.

**Notice of AGM.**

20. Not less than five weeks notice of a general meeting specifying the place the day and the hour of meeting and in case of special business the general nature of such business shall be given to the Members in manner hereinafter mentioned or in such other manner (if any) as may be prescribed by the ANZPNA in general meeting but the non-receipt of such notice by any Member shall not invalidate the proceedings at any general meeting.

21. The accidental omission to give such notice of meeting to any of the Members shall not invalidate any resolution passed at any such meeting.

**Proceedings at General Meetings**

**Business of AGM.**

22. The business of an annual meeting shall be:

- (a) To receive and consider the report of the Executive.
- (b) To receive and consider the accounts of the ANZPNA for the past year.
- (c) The Declaration by the Chair of the result of the election of members of the Executive.
- (d) To admit persons as Members.
- (e) To consider any motion of which at least twenty-eight days notice in writing shall have been given to the Honorary Secretary.
- (f) Any other business which may be lawfully transacted at the annual meeting.

All other business transacted at the annual meeting and all business transacted at an extraordinary meeting shall be deemed special.



**Quorum AGM.**

23. No business shall be transacted at any general meeting unless a quorum of Members is present. Except as hereinafter provided thirty percent of the membership or 10 members whichever is the greater personally present and entitled to vote shall be a quorum for a general meeting.

**Quorum Not Present**

24. If within one-half hour from the time appointed for meeting a quorum of Members is not present the meeting if convened upon the requisition of Members shall be dissolved. In any other case it shall stand adjourned until the following day at the same time and place and if at such adjourned meeting a quorum of Members is not present those Members who are present shall be a quorum and may transact the business for which the meeting was called.

**Chairman AGM.**

25. The Chair shall except as hereinafter provided preside as chairman at every general meeting of the ANZPNA.

**Alternative Chairman AGM.**

26. If at any meeting the Chair is not present within fifteen minutes after the time appointed for the holding of the same, or being present is unwilling or unable to act as chairman the members present shall elect one of their number to be the chairman of the meeting.

**Adjournment of Meeting**

27. The chairman may with the consent of the meeting adjourn any meeting from time to time and from place to place but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.

**Voting at Meeting**

28. Every question submitted to a meeting shall be decided in the first instance by a show of hands and in the case of an equality of votes the chairman shall both on a show of hands and at a poll have a casting vote in addition to the vote to which he is entitled as a Member.

**Record of Motions**

29. At any general meeting unless a poll is demanded by the chairman or at least five members present a declaration by the chairman that a resolution has been carried or carried by a particular majority or lost or not carried by a particular majority and an entry to that effect in the book of proceedings of the ANZPNA shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against such resolution.

**Poll**

30. If a poll is demanded in manner aforesaid the same shall be taken in such manner either by way of postal vote or otherwise as the chairman directs and either at once or after an interval or adjournment or otherwise and the result of such poll shall be deemed to be the resolution of the ANZPNA in general meeting. The demand of a poll shall not prevent the continuance of a meeting for the transaction of any business other than the question on which a poll has been demanded. A demand for a poll may be withdrawn.

**Votes of Members**

**Vote at Meeting**

31. On a show of hands every member present shall have one vote and on a poll other than by way of postal vote every member present in person or by proxy shall have one vote and on a poll by way of postal vote every member shall have one vote.

**Non Financial Members No Vote**

32. No Member shall be entitled to vote at any general meeting unless all moneys presently payable by him to the ANZPNA have been paid.

**Proxy**

33. Votes may be given either personally or by proxy. The proxy shall be appointed in writing under the hand of the Appointor. A proxy must be a Member.

**Instrument of Proxy**

34 The instrument appointing a proxy shall be valid only if received by the Honorary Secretary before the time of holding the meeting at which the person named in such instrument proposes to vote. No instrument appointing a proxy shall be valid after the expiration of twelve months from its date unless it is expressly stated therein that it is to extend for a longer period.

35. Any instrument appointing a proxy shall be in the following form:

**The Australian and New Zealand Paediatric Nephrology Association**

I \_\_\_\_\_ of

being a Member of the Australian and New Zealand Paediatric Nephrology Association hereby appoint

as my proxy to vote for me and on my behalf at the (annual ordinary or extraordinary as the case may be) general meeting of the Company to be held \_\_\_\_\_

on the \_\_\_\_\_ of \_\_\_\_\_ and at any adjournment thereof  
(or at any meeting of the Company that may be held in the year 19\_\_ )

AS WITNESS my hand this \_\_\_\_\_ day of \_\_\_\_\_

SIGNED by the said \_\_\_\_\_

In the presence of \_\_\_\_\_

**Governing Body - The Executive Committee**

36. The affairs of the ANZPNA shall be managed and controlled by an Executive Committee which shall composed of Chair, Immediate Past Chair, Honorary Secretary and Honorary Treasurer. There will be no Immediate Past Chair in the initial Executive Committee. The Executive shall have the power to coopt additional members from time to time.

**The Honorary Officers**

37. There shall be the following honorary officers of the ANZPNA namely a Chair, the Honorary Secretary and an Honorary Treasurer who will be Members. The Officers will be elected by the Members at the Annual General Meeting, will serve for three (3) years and will not be eligible for immediate re-election. The retiring Chair will serve an additional term of three (3) years as Immediate Past Chair.

**Term of Executive Committee**

38. Subject as otherwise herein provided members of the Executive shall retain office until the conclusion of the Annual Meeting at which their successors are declared elected or assume office.

39. No member of the Executive shall receive any remuneration for his or her services in the capacity of a member of the Executive.

40. **Powers of Incomplete Executive**

(a) In default of and until the election of any member or members whereby the number of members of the Executive is incomplete all the powers conferred on the Executive shall belong to and may be exercised by such members of the Executive as shall then be in office.

(b) **Vacancy on Executive**

Provided that in the case of a vacancy in the Executive occasioned by failure to elect at an election, the Members of the Executive then in office may appoint a Member to fill the vacancy. Any casual vacancy in the Executive may be filled by the Executive. A Member so elected or appointed to fill a vacancy as aforesaid shall, subject to the provisions of Article 41, retain his office only until the conclusion of the next Annual Meeting at which the relevant Executive Member is to retire.

41. **Vacation of Office of Executive Members**

The office of a member of the Executive shall be vacated if the member:

(a) holds any office of profit under the ANZPNA.

(b) becomes bankrupt or makes any arrangement or composition with his creditors generally; or

(b) becomes prohibited from being a director of a company by reason of any order made under the Law ; or

(d) becomes of unsound mind or a person whose person or estate is liable to be dealt with in any way under the law relating to mental health; or

(e) resigns his office by notice in writing to the ANZPNA; or

(f) ceases to be a Member ; or

(g) ceases to be a member of the Executive by virtue of the Law ; or

(h) for more than six months is absent without permission of the Executive from meetings of the Executive held during that period; or

(i) is directly or indirectly interested within the meaning of the Law in any contract with the ANZPNA or participates in the profits of any contract with the ANZPNA. Provided however that a member of the Executive shall not vacate his office by reason of his being a member of any corporation society or association which has entered into contracts with or done any work for the ANZPNA if such corporation society or association is among the class of companies referred to in the last proviso to Clause 3 of the Memorandum of Association of the ANZPNA and if he shall have declared the nature of his interest in manner required by the Law . A member of the Executive shall not vote in respect of any contract in which he is interested or any matter arising there out and if he does so vote his vote shall not be counted.

**Vacancy in Executive Offices**

42. In the event of the death during his term of office or resignation of the Chair the Honorary Secretary shall discharge the duties of the Chair until the conclusion of the next Annual Meeting.

**Honorary Secretary's Duties**

43. The Honorary Secretary shall summon all meetings of the ANZPNA and of the Executive and be responsible for entering the minutes of meetings of the ANZPNA and of the Executive in the books to be provided for that purpose.

**Treasurer's Duties**

44. The Honorary Treasurer shall manage the financial affairs of the ANZPNA and present the annual accounts of the ANZPNA to the Executive.

**Frequency of Executive Meetings**

45. The Executive shall meet not less than twice in each year and one of such meetings shall be held as soon as practicable after the close of the Annual Meeting of the ANZPNA in each year and one of such meetings shall be held immediately before the Annual Meeting of the ANZPNA to be held in each year. For the purposes of this Article a year shall be the period commencing at the conclusion of an Annual Meeting and ending at the conclusion of the next succeeding Annual Meeting.

46. Subject to the provisions of Article 45 the Executive shall meet for the transaction of business at such times or places at it may from time to time by resolution determine or as the Honorary Secretary may direct.

**Executive Quorum**

47. No business shall be transacted at a meeting of the Executive unless a quorum of the members thereof is present. Unless otherwise determined two members personally present or communicating by telephone or video conference shall constitute a quorum.

**Chairman of Executive Meeting**

48. At every meeting of the Executive the Chair or in his absence the Honorary Secretary shall be chairman.

**Executive Voting**

49. Questions arising at any meeting of the Executive shall be decided by a majority of votes and each member present shall have one vote and in the case of an equality of votes the chairman of the meeting shall have a second or casting vote.

**Written Resolution**

50. A resolution in writing signed by all members of the Executive shall be as valid and effectual as if it had been passed at a meeting of the Executive duly convened and held and such resolution shall be entered by the Honorary Secretary in the Minute Book and ratified by the Executive at its next meeting.

**Proxy at Executive Meetings**

51. In the event of a member of the Executive being unable to attend any meeting of the Executive he may nominate another Member to act as his substitute or to be his proxy at such meeting. The nomination of a substitute or proxy shall be in writing and signed by the member of the Executive making the nomination and must be produced at the meeting of the Executive in respect of which it is made.

## Powers of the Executive

### Powers of Executive

52. The management and control of the business and affairs of the ANZPNA shall be vested in the Executive and the Executive may exercise all such powers and do all such acts and things as the ANZPNA is by its Constitution or otherwise authorised to exercise and do and are not hereby or by Statute directed or required to be exercised or done by the ANZPNA in general meeting but subject nevertheless to the provisions of the Regulations of any Statute or of these Articles.

### Delegation of Executive Power

53. The Executive may delegate any of its power to other Committees consisting of such member or members of its body as it shall think fit and may from time to time make such delegation. Any Committee so formed shall in exercise of its powers so delegated conform to any regulations that may from time to time be imposed upon it by the Executive.

### Secretary

54. A Secretary shall in accordance with the Law be appointed by the Executive for the performance in relation to the ANZPNA of the statutory duties and functions required to be performed by the Secretary of a company at such remuneration and upon such conditions as the Executive shall deem advisable and any Secretary so appointed may be removed by the Executive and provided that any duty act or thing required by these Articles to be performed or done by the Honorary Secretary may if the Executive so directs be performed or done by the Secretary. Nothing herein shall prevent the Executive from appointing a Member as Honorary Secretary and any Member so appointed shall forthwith become an officer of the ANZPNA and if not already a Member of the Executive ex-officio a Member of the Executive and he shall be subject to Clause 3 of the Memorandum of Association.

### Funds

55. The Treasurer shall receive all funds of the ANZPNA and disburse the same. Unless and until the Executive shall otherwise determine cheques shall be signed by the Honorary Treasurer and one of such other persons as shall be authorised for such purposes by the Executive.

### Seal

56. The Executive shall provide for the safe custody of the Seal of the ANZPNA and the same shall never be used except by the authority of the Executive previously given and in the presence of at least two members of the Executive who shall sign every instrument to which the Seal is affixed and every instrument to which the Seal is affixed shall be countersigned by the Honorary Secretary or some other person appointed by the Executive for that purpose.

### Accounts

57. The Executive shall cause proper accounts to be kept with respect to:

- (a) All sums of money received and expended by the ANZPNA and the matters in respect of which the receipt and expenditure takes place.
- (b) All sales and purchases of goods by the ANZPNA.
- (c) The assets and liabilities of the ANZPNA.

### Statements of Account

58. The Executive shall from time to time cause accounts to be kept as provided by Clause 6 of the Memorandum of Association and shall from time to time in accordance with the Law cause to be prepared and to be laid before the ANZPNA in general meeting such income and expenditure accounts balance sheets and reports as are required by the Law to be prepared and laid before the ANZPNA made up to a date not more than six months before the date of the meeting.

**Distribution of Balance Sheet before AGM.**

59. A copy of every balance sheet (including every document required by law to be annexed or attached thereto) which is to be laid before the ANZPNA in general meeting shall not less than fourteen days before the date of the meeting be sent to all persons entitled to receive notice of general meetings of the ANZPNA.

**Auditors**

60. Auditors shall be nominated and appointed and their duties regulated in accordance with the Law and Clause 6 of the Memorandum of Association.
61. Every account of the Executive when audited and approved by a general meeting shall be conclusive except as regards any error discovered therein within three months next after the approval thereof. Whenever any such error is discovered within that period the account shall forthwith be corrected and thenceforth shall be conclusive provided that nothing in this article shall give a conclusive effect to any matter or thing arising out of or involving a breach of Clause 3 of the Memorandum of Association.

**Notices**

**Notice to Members**

62. A notice may be served by the ANZPNA upon any Member either personally or by sending it through the post in a prepaid envelope or wrapper or by electronic means addressed to such Member at his registered place or address.
63. Every Member whose registered place of address is not in Australia and New Zealand may from time to time notify in writing to the ANZPNA an address in Australia and New Zealand which shall be deemed his registered place of address within the meaning of the last preceding Article.
64. As regards those Members who have no registered place of address a notice posted up in the office of the ANZPNA shall be deemed to be well served on them at the expiration of twenty-four hours after it is so posted up.

**Certification of Notice**

65. Any notice sent by post shall be deemed to have been served on the day following that on which the envelope or wrapper containing the same is posted and in proving such service it shall be sufficient to prove that the envelope or wrapper containing the notice was properly addressed stamped and put in the post office and a certificate in writing signed by the Honorary Secretary or other officer of the ANZPNA that the envelope or wrapper containing the notice was so addressed and posted shall be prima facie evidence thereof. Any notice sent by electronic means shall have been deemed to have been served on the day sent and in proving such service it shall be sufficient to for the Honorary Secretary to show a certified copy of a delivery statement returned to the sender by the provider of the means of electronic data transfer and a certificate in writing signed by the Honorary Secretary that the message was addressed to the electronic data delivery address supplied by the Member.

**Signature of Notice**

66. The signature of any notice to be given by the ANZPNA may be written or printed.

**Counting Days of Notice**

67. Where a given number of days notice or notice extending over any other period is required to be given the day of service shall (unless it is otherwise provided) be counted in such number of days or other period.

#### **Indemnity of Officers**

##### **Indemnity of ANZPNA Officers**

68. Every member of the Executive, the Honorary Secretary, the Honorary Treasurer or other officer of the ANZPNA or Auditor of the ANZPNA shall be indemnified out of the funds of the ANZPNA against all liability incurred by him as such member, officer or auditor in defending proceedings whether civil or criminal in which judgement is given in his favour or in which he is acquitted or in connection with any application under the Law in which relief is granted to him by the Court.

#### **CONSTITUTION**

##### **Constitution (Memorandum and Articles of Association)/Amendment**

69. Save in so far as otherwise determined by Statute or these articles the ANZPNA shall have full power to make Memorandum or Articles of Association not inconsistent with the Memorandum of Association or these Articles on all matters relating to the affairs of the ANZPNA and the conduct or management of its business and of the business of all committees or otherwise for the purpose of carrying out its objects and also on all matters relating to ethics as concerning Members and the rights and obligations of Members and all regulations or by-laws so made and for the time being in force shall be binding on the Members as if they formed part of these articles and shall have full effect accordingly. Provided that any regulation or by-law so made may be rescinded or amended by resolution of any general meeting of the ANZPNA.