THE BEEHIVE MONTESSORI SCHOOL INC.

CONSTITUTION

CONTENTS

1.	NAME	3
2.	DEFINITIONS	3
3.	OBJECTS	4
4.	POWERS	4
5.	INCOME & PROPERTY	6
6.	MEMBERSHIP OF THE ASSOCIATION	6
7.	SCHOOL BOARD	7
8.	STRUCTURE OF THE BOARD	8
9.	PRINCIPAL	8
10.	ELECTION AND TENURE OF OFFICE OF BOARD MEMBERS	9
11.	TERMINATION OF OFFICE OF BOARD MEMBERS	10
12.	TERMINATION OF MEMBERSHIP OF THE ASSOCIATION	10
13.	MEETINGS OF MEMBERS	10
14.	MEETINGS OF THE BOARD	11
14A.	GENERAL PROCEDURE AT MEETINGS	12
15.	REMOVAL OF A BOARD MEMBER OR MEMBER	13
15A.	RESOLVING DISPUTES	13
16.	ACCOUNTS	15
17.	AUDIT	16
18.	CUSTODY OF BOOKS AND SECURITITES AND COMMON SEAL	16
19.	ALTERATION OF THE CONSTITUTION	16
20.	INDEMNITY	17
21.	INTERPRETATION	17
22.	RULES AND RESOLUTIONS BINDING ON MEMBERS	17
23.	WINDING-UP	17

1. NAME

The name of the Body formed by this Constitution shall be **The Beehive Montessori School Inc.**

2. DEFINITIONS

In these rules and in by-laws made hereunder:

"Act"	means the *Associations Incorporation Act 2015.*
" Annual Election"	means an election of representatives of members of the Association to the Board pursuant to clause 10 to be held at least annually at a General Meeting.
"Association"	means The Beehive Montessori School Inc.
"Board"	means the School Board, as constituted by clause 7.
"Extraordinary Election"	means any election of representatives of members of the Association on the Board other than an Annual Election.
"Financial year"	means the period of 12 months commencing on 1 January of each year.
"General Business"	means business normally undertaken at meetings and Annual General Meetings including business relating to receiving the annual reports of the Chair, Principal and Treasurer, election of members of the Board, appointment and remuneration of auditors, receiving of annual accounts and other business deemed General Business by the Chair of the meeting whose decision shall be final and binding.
"General Meeting"	means an Annual General Meeting or a Special General Meeting of the Association.
Grievance procedure"	means the procedures set out in clause 15A.
"Principal"	means the Principal or Co-Principals of the School and all references to the Principal in this Constitution includes Co-Principals.
"Register of Members"	means a register of all members of the Association.
"Special Business"	means business relating to removal of members of the Board, amendments to this Constitution and other business deemed Special Business by the Board whose decision shall be final and binding.
"School"	means The Beehive Montessori School.
"Simple Resolution"	means a resolution by simple majority of the members of the Association present at the meeting

	and entitled to vote (whether voting or not), at which the resolution is proposed. Proxy votes shall not be permitted. The Chair may exercise a casting vote in the case of an equality of votes.
"Special Resolution"	means a resolution by a majority of not less than three fourths of the members of the Association present at the meeting and entitled to vote (whether voting or not), at which the resolution is proposed. Proxy votes shall not be permitted.
"Teaching staff"	includes the Principal, Assistant Principal, Deputy Principal, all teachers, teaching assistants and teachers' aides, whether full or part-time, unless the context indicates otherwise.

In these rules and in by-laws made hereunder, unless the context indicates otherwise, the masculine shall include the feminine and vice versa.

3. OBJECTS

The Objects of the Association are to -

(a) manage, operate and develop the School in a way that fosters the objects of the Association and ensure long term viability

(b) develop and implement effective processes for planning, monitoring and achieving improvements in student learning;

(c) promote the education of young people in accordance with Association Montessori Internationale (AMI) Montessori principles in order to nurture independence so our children find their place in and contribute to a better world;

(d) observe the objectives of the AMI which are to uphold, propagate and further the pedagogical principles and practice formulated by Dr. Maria Montessori for the full development of the human being; and

(e) foster interest in and understanding of Montessori principles in the broader community .

4. POWERS

The Association shall have, exercise and carry out all rights, powers, authorities and functions possessed by, vested in, or exercisable by an association incorporated under the Act whether these are or shall be implied by law or conferred by the same Act or any amendment thereto or any other statute or regulation AND IN PARTICULAR the Association shall have full power and authority from time to time in its discretion to do, perform and carry out all or any of the acts, matters and things set out hereunder PROVIDED THAT the Association at all times acts within and pursuant to the Objects set out in clause 3:

(a) hold, buy, sell, lease, rent, exchange or otherwise acquire or dispose of land or buildings;

(b) hold, buy, sell, lease, rent, exchange or otherwise acquire or dispose of

any personal property whatsoever including:

(i) books, journals, films, paintings, prints, charts, diagrams or any other form of literature or graphic or visual representations;

(ii) artistic, scientific, information technology or electrical items or equipment;

(iii) equipment for the promotion of physical education;

(iv) furniture and any other item or equipment for use in or about a school, home, office, garden, recreation ground or playground; and

(v) means of conveying persons or things from place to place;

(c) open and operate a bank account in the name of the Association;

(d) publish books, journals, pamphlets, reports or any other written or graphic matter;

(e) maintain any real or personal property owned by, in the possession of, or under the control of, the Association or the officers or servants thereof;

(f) acquire and dispose of any rights and privileges attaching to any real or personal property;

(g) erect, improve, repair, pull down or rebuild any building or other structure;

(h) sell, exchange, mortgage, lease, hire, dispose of, turn to account or otherwise deal with all or any part of the real or personal property of the Association;

(i) borrow, raise or secure the payment of money in such manner as the Association thinks fit with power to issue debentures, grant mortgages, charges or any other class of security upon or charging all or any of the property real or personal (present or future) of the Association and to redeem or pay off any existing or future security;

(j) invest and deal with the monies of the Association not immediately required for the purposes of the Association in such manner as may from time to time be determined by the Association;

(k) enter into contracts in the name of the Association;

(l) assist, co-operate with, make donations to, enter into reciprocal arrangements with, or become a member of, any body or association whose objects are similar to those of the Association or of any body or association which may assist the Association in the promotion or fulfilment of its objects;

(m) appoint and employ officers and employees and to dismiss or suspend any officer or employee;

(n) charge and to receive fees for courses and services provided by or organized through the Association;

(o) accept grants, donations, bequests or gifts of monies;

(p) promote and hold courses of instruction;

(q) co-operate with educational and or any research institution in educational, practical, experimental and investigational work;

(r) administer and manage endowments and scholarships;

(s) agree the wages, salaries or other emoluments of its employees and the remuneration of other persons rendering service to it;

(t) raise, or to aid or contribute in the raising of, funds for the use and benefit of the Association whether for endowment, building, embellishment, improvement, education, recreation or any other purpose considered advantageous to the Association;

(u) undertake or execute any trusts which may be deemed desirable or conducive to the objects of the Association;

(v) make, vary or repeal rules, regulations, standing orders or by-laws for the regulation, administration, control or management of the Association;

(w) determine the considerations on which persons shall be admitted or excluded as students PROVIDED THAT no child presently a pupil is to be expelled from further attendance except upon the prior written recommendation of the Principal;

(x) carry out all or any of the objects of the Association as set out in clause 3;

(y) do all such things as are incidental or conducive to the attainment of the objects of the Association; and

(z) exercise all of its powers and duties as set out herein through the Board, which shall have full power to delegate (whether formally or informally) its powers and duties to any person deemed suitable by it to carry out the said powers and duties.

5. INCOME AND PROPERTY

The income and property of the Association shall be vested in the Association and shall be applied solely for the promotion of its objects and no part thereof is to be paid or transferred directly or indirectly by way of dividend, bonus or otherwise or by way of pecuniary profit to the members PROVIDED THAT remuneration may be paid in good faith to officers and employees of the Association or other persons or members of the Association in return for services actually rendered to the Association.

6. MEMBERSHIP OF THE ASSOCIATION

(a) Subject to clause 12, membership of the Association shall be open to all persons who are over 18 years of age and are:

  (i) parents, legal guardians or other bona fide carers fulfilling the role of parents of children presently enrolled as pupils of the School;

  (ii) teaching staff presently employed by the School;

  (iii) non-teaching staff presently employed by the School;

  (iv) current members of the Board; or

  (v) accepted by the Board for the time being as otherwise eligible for membership of the Association, subject to a limit of fifteen such persons in any calendar year.

(b) In order to be a member of the Association in a calendar year, such a person who qualifies under subclause (a) above must have applied in writing for membership for that calendar year and paid such annual membership dues as the Board may from time to time determine; save that the Board may determine not to charge annual membership dues, and may waive the annual membership dues of any person.

(c) An application for membership of the Association as required in subclause (b) above shall be deemed to have been made for a calendar year upon a person qualifying under subclause (a) above, attending a General Meeting or providing a written apology to a General Meeting for absence from that General Meeting in that calendar year.

(d) Every member of the Association shall have the same rights and such rights include a right to vote as a member of the Association as set out in this Constitution.

(e) The Principal shall on behalf of the Association keep an up to date Register of Members, which shall be available for inspection by all members of the Association.

7. SCHOOL BOARD

(a) The Board is responsible for the governance and strategic planning of the School and shall –

(i) carry out the Objects of the Association;

(ii) exercise the Powers of the Association;

(iii) set the broad direction and vision of the School;

(iv) carry out strategic planning for the School;

(v) determine and review the School policies, including for safety, welfare and discipline of students;

(vi) carry out a regular review of the School's financial resources and budget; and

(vii) report to the members of the Association on the School's strategic plan, finances of the School and operational plans and on the Board's operations.

(b) The Board is responsible for the employment, disciplining and dismissal of the Principal.

(c) Except where otherwise specifically provided, any resolution of the Board shall be by Simple Resolution, including for election of its officers.

(d) The Board shall consist of at least five members of the Association and shall be constituted as follows:

(i) the Principal;

(ii) up to six members of the Association elected to represent members of the Association in accordance with clause 10(a);

(iii) up to three members nominated by the Board subject to clause 10(b); and

(iv) up to one member nominated by the Principal subject to clause 10(c);

(v) no more than one member of the teaching staff as an ex officio member of the Board.

PROVIDED THAT -

(i) all members of the Board *except* the Principal and any ex officio teaching staff member of the Board, shall have voting rights; and

(ii) the membership of the Board shall at no time exceed 10 members of the Association with voting rights.

8. STRUCTURE OF THE BOARD

(a) The Board shall each year at the first meeting of the Board after the Annual Election elect from their number the following officers:

(i) Chair;

(ii) Deputy chair;

(iii) Secretary; and

(iv) Treasurer.

(b) If the number of members of the Board falls below five, the Board may continue to function, but the Secretary shall within fourteen days give a maximum of 30 days' notice of a General Meeting to hold an Annual Election or Extraordinary Election.

9. PRINCIPAL

(a) The Principal shall be –

(i) responsible for the day to day management of the governance of the School; and

(ii) answerable to the Board for providing educational leadership in the School, the day to day running of the School and for other general responsibilities associated with the running of the School.

(b) The Principal shall -

(i) implement the School educational plans, policies and strategic plans;

(ii) provide accurate and timely reports, information and advice to the Board, that is relevant to the Board's functions;

(iii) supervise and promote the development of staff employed by the Association;

(iv) be responsible for the hiring, discipline and dismissal of staff employed by the Association;

(v) contribute to the formulation of the agenda of Board meetings;

(vi) be responsible for programming and rostering of teachers and classes, day to day expenses, engagement of contractors to carry out minor maintenance of the School premises;

(vii) be responsible for the custody of records, books, documents and securities of the Association; and

(viii) carry out such other duties that may from time to time be delegated to the Principal by the Board.

10. ELECTION AND TENURE OF OFFICE OF BOARD MEMBERS

(a) Board members shall be elected by the members of the Association.

(i) Such Board members shall be elected by the members of the Association by Annual or Extraordinary Elections at a General Meeting.

(ii) Election procedures shall be as determined by the Board from time to time.

(iii) Such Board members shall ordinarily hold office for a period of three years from the date of their election to the Board. One third only of the Board members elected under this provision shall retire in any one year, so that a system of rotation of members shall apply. Where in any year more than one third of such Board members shall have completed their three year term, those to retire shall (unless they agree among themselves) be determined by ballot.

(iv) A retiring Board member is eligible for re-election for another three year term.

(v) Casual vacancies may be filled by an Annual or Extraordinary Election at a General Meeting, in which case the Board member elected at such election shall hold office until the Board member's predecessor or predecessors in office would have completed three years in office.

(vi) A Board member elected by the members of the Association may not serve more than three consecutive terms.

(b) Board members nominated by the Board.

(i) Board members to be appointed under clause 7(d)(iii) may be appointed by Simple Resolution. The Board shall stipulate the term of the appointment at the time of the appointment.

(ii) A Board member appointed by nomination by the Board may not serve more than three consecutive terms.

(c) Board member nominated by the Principal.

(i) The appointment of a Board member nominated by the Principal under clause 7(d)(iv) shall be subject to approval by Simple Resolution.

(ii) After two consecutive years of being appointed by nomination by the Principal, nomination of a Board member by the Principal shall be subject to ratification by subsequent Annual General Meetings.

11. TERMINATION OF OFFICE OF BOARD MEMBERS

The office of a member of the Board shall be vacated:

(a) upon the termination of the period of office for which the Board member was elected or appointed;

(b) in the case of a nominated Board member appointed under clause 10(b) or 10(c) by Simple Resolution of the Board;

(c) upon written resignation of the Board member concerned;

(d) if the Board member is absent from meetings of the Board for more than three consecutive (3) months without the consent of the Board by Simple Resolution; or

(e) if the Board member be removed from office under clause 15.

12. TERMINATION OF MEMBERSHIP OF THE ASSOCIATION

A person ceases to be a member of the Association if that person:

(a) resigns; or

(b) ceases to be eligible for membership under clause 6; or

(c) does not pay the annual membership dues within 3 months of being informed that they are due and payable; or

(d) is expelled from membership by the Board under Clause 15.

13. MEETINGS OF MEMBERS

General

(a) A General Meeting of the Association may be attended by any member of the Association.

(b) An Annual Election of members' representatives on the Board shall be held at least annually at a General Meeting.

(c) Any member of the Association wishing to bring forward any Special Business at a General Meeting shall give 14 days' notice in writing to the Secretary specifying the nature of the Special Business.

(d) At the sole discretion of the Chair of a meeting of members of the Association, that meeting may transact General Business without such notice.

(e) Where any Special Business is to be conducted at a General Meeting, at least 7 days’ notice of the nature of that business in the form of an Agenda shall be given by the Secretary to all members of the Association.

(f) A quorum for a General Meeting shall be 15 members of the Association, either in person or by video conferencing.

(g) No business is to be conducted at a General Meeting unless a quorum is present.

(h) Any General Meeting at which a quorum is not present may be adjourned by the members present to such day in any subsequent month as they may appoint.

(i) Voting at a General Meeting shall be by Simple Resolution.

Annual General Meeting

(j) The Annual General Meeting of the Association shall be held each year at such time and place as the Board may determine, provided that no more than 15 months may elapse between one Annual General Meeting and the next, and no more than 6 months has elapsed since the end of the Association's previous financial year.

(k) At least 21 days' written notice of the time and place of and Agenda for any Annual General Meeting shall be given by the Secretary to all members of the Association.

Special General Meeting

(l) Special General Meetings -

(i) A Special General Meeting may be called at any time by direction of the Board.

(ii) A Special General Meeting may be requisitioned by notice to the Secretary signed by at least 20% of the members of the Association specifying the business to be discussed at such a meeting. The Secretary shall call the meeting within 14 days after receipt of the requisition.

(iii) Subject to clause 13(c) the Secretary shall send notice of any Special General Meeting to all members of the Association at least 7 days before the date of the meeting. The notice of the meeting shall specify in the form of an Agenda the matter(s) to be discussed.

(iv) No business may be transacted at any Special General Meeting unless notice has been given in accordance with paragraph 13(l)(iii).

14. MEETINGS OF THE BOARD

(a) The Board may meet for the dispatch of business at any time but not less frequently than every 12 weeks and may otherwise regulate its meetings as it deems fit, save that:

(i) at least 24 hours' notice shall be given by the Secretary to each Board member of any Board meeting;

(ii) at least 24 hours' notice shall be given by the Secretary to each Board member of the general nature of that business in the form of an Agenda.

(iii) a quorum at any Board meeting shall be half the total number of Board members.

(b) Any meeting at which a quorum is not present may be adjourned by the Board members present to such day in any subsequent month as they

may appoint.

(c) A Board member who has a material personal interest in a matter being considered at a Board meeting must, as soon as the Board member becomes aware of the interest, disclose the nature and extent of the interest to the Board and the details of the material personal interest must be recorded in the minutes of the meeting at which the disclosure was made and the Board member and must not be present while the matter is being considered at the meeting or vote on the matter.

(d) A vote may take place by the Board members present indicating their agreement or disagreement or by a show of hands, unless the Board decides that a secret ballot is needed to determine a particular question. If a secret ballot is needed, the Chair must decide how the ballot is to be conducted.

(e) A Board member must not publish, or cause to be published, any statement about the business conducted by the Board at a meeting unless —

(i) the Board member has been authorised to do so at a meeting; and

(ii) the authority given to the Board member has been recorded in the minutes of the meeting at which it was given.

(f) The Board may at its sole discretion invite individuals to Board meetings to offer advice or to assist in any Board business or for any other reason. Such invitees shall not have voting rights at Board meetings, and the Board may withdraw such invitations at any time at its sole discretion.

14A. GENERAL PROCEDURE AT MEETINGS

(a) The Secretary, or person authorised by the Board from time to time, must take and keep minutes of each meeting.

(b) The minutes must record the business considered at the meeting, any resolution on which a vote is taken and the result of the vote.

(c) In addition, the minutes of each meeting must record –

(i) the names of the members of the Association attending the meeting;

(ii) the financial statements or financial report presented at the meeting;

(iii) any report of the review or auditor's report on the financial statements or financial report presented at the meeting; and

(iv) every disclosure made by a member of the Association of a material personal interest in a matter considered at the meeting.

(d) The Chair must ensure that the minutes of a meeting are reviewed and signed as correct by the Chair of the meeting.

(e) When the minutes of a meeting have been signed as correct they are, in the absence of evidence to the contrary, taken to be proof that –

(i) The meeting to which the minutes relate was duly convened and held.

(ii) The matters recorded as having taken place at the meeting took place as recorded.

(iii) Any election or appointment purportedly made at the meeting was validly made.

15. REMOVAL OF A BOARD MEMBER OR MEMBER

(a) No Board member appointed under clause 7(c) or 7(d) may be removed from office and no member may be expelled from membership of the Association –

(i) except for good cause; and

(ii) without such Board member or member of the Association as the case may be, being afforded an opportunity to make submissions either in writing, or in person, to the Board.

(b) Any meeting of the Board convened to consider written submissions or to conduct a hearing in person referred to in sub-clause 15(a)(ii) shall:

(i) take place only after at least 14 days' notice has been given by the Chair or Secretary to the person concerned; and shall

(ii) be conducted by at least two-thirds of the members for the time being of the Board.

(c) The procedures to be followed at such a meeting shall be at the discretion of the Board but shall include as a minimum, the right of the Board member or member of the Association to:

(i) have notice of any charges or complaints against them; and

(ii) legal representation in any case where the Association or the Board has independent legal representation at the hearing.

(d) The decision to remove a Board member or expel a member of the Association shall be by Simple Resolution.

(e) Prior to making a decision to remove a Board member or expel a member, the Board may, in its discretion, seek the opinion of the members of the Association at a General Meeting at which the Board member or member concerned shall have a right to be heard.

(f) The decision to remove a Board member or to expel a member of the Association shall be final and not subject to appeal.

(g) For avoidance of doubt, this clause 15 has no effect where clauses 11(a), (b), (c) or (d) or 12 (a), (b), or (c) apply.

15A. RESOLVING DISPUTES

(a) A dispute may be between members of the Association; or between one or more members of the Association and the Association.

(b) The parties to a dispute shall attempt to resolve the dispute between themselves within 14 days after the dispute has come to the attention of each party.

(c) If the parties to a dispute are unable to resolve the dispute themselves in this time, any party to the dispute may start the grievance procedure by

giving written notice to the Secretary of -

(i) the parties to the dispute; and

(ii) the matters that are the subject of the dispute.

(d) Within 28 days after this notice, a Board meeting must be convened to consider and determine the dispute, and the -

(i) Secretary must give each party to the dispute written notice of this Board meeting at least 7 days before the Board meeting is held; and

(ii) notice given to each party of the dispute must state when and where the Board meeting is to be held and give the party to the dispute or representative a reasonable opportunity to make written or oral submissions to the Board about the dispute.

(e) At the Board meeting at which the dispute is to be considered and determined, the Board must-

(i) give due consideration to any submissions so made in clause (d) (ii) above; and

(ii) determine the dispute.

(f) The Board must give each party to the dispute written notice of the Board's determination of the dispute, and the reasons for the determination, within 14 days after the Board meeting at which the determination was made.

(g) If a party to the dispute does not accept the Board's determination of the dispute, the party to the dispute may, within 14 days after receiving notice of the Board's determination of the dispute, give written notice to the Secretary requesting the appointment of a mediator, who -

(i) may be appointed by agreement between the parties to the dispute; or

(ii) if there is no agreement between the parties to the dispute, is appointed by the Board; and

(iii) may be a member or former member of the Association but must not have a personal interest in the dispute or matter that is the subject of the mediation; or be biased in favour of or against any party to the mediation.

(h) The parties to the mediation must attempt in good faith to settle the dispute that is the subject of the mediation.

(i) Each party to the mediation must give the mediator a written statement of the issues that need to be considered at the mediation at least 5 days before the mediation takes place.

(j) In conducting the mediation, the mediator must-

(i) give each party to the mediation every reasonable opportunity to be heard; and

(ii) allow each party to the mediation to give due consideration to any written statement given by another party; and

(iii) ensure that natural justice is given to the parties to the mediation throughout the mediation process.

(k) The mediator cannot determine the dispute that is the subject of the mediation.

(l) The mediation must be confidential, and any information given at the mediation cannot be used in any other proceedings that take place in relation to the dispute that is the subject of the mediation.

(m) The costs of the mediation are to be paid by the party or parties to the mediation that requested the appointment of the mediator.

(n) If the mediation results in a decision to suspend or expel a member under clause 15 to be revoked, that revocation does not affect the validity of any decision made at Board or General Meetings during the period of suspension or expulsion.

(o) If the dispute cannot be resolved whether under the procedure provided for in this clause or otherwise, one or more parties to the dispute may make an application to the State Administrative Tribunal to have the dispute determined by that Tribunal.

16. ACCOUNTS

(a) The Association shall open and maintain one or more accounts in the name of the Association with a financial institution from which all expenditure of the Association is made and into which all funds received by the Association are deposited.

(b) The Association shall keep proper accounts of the income and expenditure of the Association, and the financial statements and balance sheets shall be presented at the Annual General Meeting each year.

(c) For each financial year, the Board must ensure that the requirements imposed on the Board under Part 5 of the Act relating to the financial statements or financial report of the Association are met.

(d) Subject to any restrictions imposed at a General Meeting, the Board may approve expenditure on behalf of the Association.

(e) The Board may authorise the Principal to expend funds on behalf of the Association up to a specified limit without requiring approval from the Board for each item on which the funds are expended.

(f) The accounts and records relating to the Association shall be available for inspection free of charge by -

(i) authorised persons under sections 176 and 177 of the *School Education Act 1999;* and

(ii) all members of the Association.

(h) The member may make a copy of or take an extract from a record or document but does not have a right to remove the record or document for that purpose.

(i) The member must not use or disclose information in a record or document except for a purpose that is –

(i) directly connected with the affairs of the Association; or

(ii) related to complying with a requirement of the Act.

17. AUDIT

Unless the Association otherwise determines -

(a) There must be one or more auditors of the Association who shall be appointed annually at the direction of the Annual General Meeting.

(b) Once at least in every year the accounts of the Association shall be examined and the correctness of the accounts ascertained by the auditor or auditors who shall not later than fourteen (14) days before the Annual General Meeting in each year audit and report on all the accounts and books of the Association and shall at any other time and when required by the Association audit and report on such accounts and books.

(c) All the accounts and books of the Association shall be open to inspection by the auditor or auditors at all reasonable times.

18. CUSTODY OF BOOKS AND SECURITIES AND COMMON SEAL

(a) The:

(i) books and any securities;

(ii) financial records, financial statements or financial reports;

(iii) Common Seal;

(iv) Record of Board members and other persons authorised to act on behalf,

of the Association must be kept in the Principal's custody or under the Principal's control.

(b) The Common Seal shall not be affixed to any document except by authority of a Simple Resolution of the Board and the seal shall be so affixed in the presence of two Board members who shall each countersign every instrument to which the seal is so affixed.

(c) The books and financial records, financial statements or financial reports of the Association must be retained for at least 7 years.

19. ALTERATION OF THE CONSTITUTION

(a) This Constitution may be altered, added to or repealed at any General Meeting of the Association.

(b) At least 14 days' written notice shall be given by the Secretary of the proposed alteration, addition or repeal.

(c) A resolution altering, adding to or repealing the Constitution shall be passed by Special Resolution.

20. INDEMNITY

(a) The officers of the Association shall from time to time and at all times be kept indemnified from and against all costs, charges, losses, damages and expenses which all or any of them may incur in any actions and proceedings in which all or any of them may be plaintiffs or defendants PROVIDED THAT such officer or officers acted by direction or with the approval of the Association.

(b) No member of the Association shall be liable for the acts, receipts, deeds, neglects or defaults of any other member of the Association, but only for their own acts, receipts, deeds, neglects and defaults alone. Any person employed by the Association shall for the purpose of this rule be deemed a member of the Association.

21. INTERPRETATION

Should any question arise as to the interpretation of these rules or any of them such question shall be decided by the Board whose decision shall be final and binding and PROVIDED THAT the Board may by resolution refer the question to a Barrister or Solicitor of the Supreme Court of Western Australia for an opinion which opinion shall be final and binding upon the Board.

22. RULES AND RESOLUTIONS BINDING ON MEMBERS

All members of the Association shall be bound by this Constitution and the rules and by-laws of the Board. All resolutions passed by the Association at a General Meeting shall be binding on all members of the Association whether or not they be present or not at the meeting at which such resolution is passed.

23. WINDING-UP

(a) The Association shall not be wound up voluntarily unless the Association is solvent.

(b) A resolution to wind up the Association shall be passed by Special Resolution.

(c) The Secretary shall cause of copy of the resolution made according to paragraph (b) to be lodged with the Commissioner of Corporate Affairs within 14 days of the passing of the resolution.

(d) If upon the winding up of the Association there remains after satisfaction of all its debts and liabilities of the Association and the costs, charges and expenses of the winding up of the Association any property, this property shall not be distributed among the members of the Association, or former members of the Association, but shall be given or transferred to another association incorporated under the Act which has similar objects and which is not carried out for the purposes of profit or gain to its individual members, and which association shall be determined by resolution of the members of the Association.

(e) Insofar as effect cannot be given to the above provisions, the dissolution of the Association and distribution of its assets shall be determined by a judge of the Supreme Court of Western Australia.