



**ASSOCIATIONS INCORPORATION ACT 1985
RULES OF
SOUTH AUSTRALIAN INDIAN MEDICAL ASSOCIATION INCORPORATED**

1. Name

- 1.1 The name of the incorporated Association is **SOUTH AUSTRALIAN INDIAN MEDICAL ASSOCIATION INCORPORATED** referred to herein as "the Association".

2. Registered Office

- 2.1 The registered office of the Association shall be Level 1, 175 Fullarton Road, Dulwich SA 5065. PO Box 685 Fullarton SA 5063.

3. Rules

3.1 Definition

In these rules, unless the contrary intention appears:

Act means the Associations Incorporation Act, 1985;

Beneficiary means people from the Indian subcontinent or a Person of Indian origin/Descent who are in some way disadvantaged;

Board means the Board of Directors of the Association;

Board Meeting means a meeting of the Board;

Meeting means an annual general meeting or a special general meeting of members of the Association;

Regulations mean the Associations Regulations, 1985;

Terms of Reference means a governing document and terms of reference for a sub-committee, which sets out the name, membership, responsibilities and the duration of the work to be performed and other matters determined by the Management Committee.

3.2 In these rules:

- (a) a reference to a function includes a reference to a power, authority and duty; and
- (b) a reference to the exercise of a function includes, if the function is a duty, a reference to the performance of the duty.

4. Objectives

- (a) To promote the provision of high quality services by the members of the Association to Beneficiaries which will enhance the quality of their life, rights and dignity.
- (b) To develop guidelines for the establishment and implementation of quality services offered by the membership to the Beneficiaries.
- (c) To provide a united voice in lobbying for recognition and implementation of appropriate and adequate service provision for the Beneficiaries.



- (d) To provide a vehicle for the dissemination of information and support for members.
- (e) To lobby for the provision of professional support to members already employed providing services to Beneficiaries.
- (f) To provide information about continuing education opportunities and to conduct activities which will promote the level of expertise in serving the particular needs of Beneficiaries.
- (g) To liaise with other organisations to enable members to have access to information relevant to practice in developing countries.
- (h) To provide representation on relevant professional forums.
- (i) To seek from governmental and private bodies and agencies, funds by way of loan, grant or donation for the purpose of advancing the objects of the Association.
- (j) To do all such lawful things as may be incidental or conducive to the attainment of the above objectives.

5. Not for Profit Institution

The assets and income of the Association shall be applied solely in furtherance of its abovementioned objects and no portion shall be distributed directly or indirectly to a member of the Association except as bona fide compensation for services rendered or expenses incurred on behalf of the Association.

6. Powers

- (a) The Association shall have all the powers conferred by Section 25 of the Act together with any powers specifically conferred by these rules.
- (b) The Board shall be entitled to exercise the full powers of the Association, and without limiting those powers, shall have the management and control of the funds and other property of the Association.

7. Borrowing Powers

- (a) Subject to this rule the Association may borrow money from banks or other financial institutions upon such terms and conditions as the Board sees fit, and may secure the repayment thereof by charging the property of the Association.
- (b) Subject to Section 53 of the Act the Association may invite and accept deposits of money from any person on such terms and conditions as may be determined by the Board from time to time.

8. Gift Fund

- (a) The Association must maintain for the principal purpose of the Association a “gift fund” which complies with Subdivision 30-BA of the Tax Act.
- (b) The Association must use the gift fund only for the principal purpose of the Association.
- (c) At the first occurrence of one of the following events:

- i. the winding up of the gift fund; and
- ii. the revocation of the Association’s endorsement under Subdivision 30-BA of the Tax Act,

the Association must transfer any surplus assets of the gift fund to a fund, authority or institution gifts to which can be deducted under Division 30 of the Tax Act.



(d) In this clause, “Tax Act” means the *Income Tax Assessment Act 1997*.

9. Ordinary Membership

Ordinary membership of the Association is open to a person who:

- (a) is a current or past registered medical practitioner in a state or territory of the Commonwealth of Australia;
- (b) who subscribes to the objects of the Association, and who agrees to abide by the rules and regulations from time to time applicable to its members;
- (c) has been nominated for membership as provided herein; and
- (d) has been approved for membership by the Management Committee of the Association.

10. Nomination for Ordinary Membership

10.1 Nomination for Ordinary Membership

- (a) shall be made by two Ordinary Members in writing in such form as prescribed by the Management Committee from time to time; and
- (b) shall be lodged with the Secretary General of the Association.

10.2 Upon receiving a nomination for membership the Secretary General shall refer it to the Management Committee for consideration.

10.3 Upon approval of the nomination, the Secretary General shall notify the nominee and request payment of the appropriate entrance fee and annual subscription within 28 days.

10.4 Upon receipt of these fees the Secretary General shall enter the nominee name in its register of Ordinary Members.

11. Cessation of Membership

11.1 A person ceases to be an Ordinary Member of the Association if he/she:

- (a) is deceased;
- (b) resigns;
- (c) fails to pay outstanding membership fees within two calendar months of the due date;
- (d) is expelled from the Association; or
- (e) is a deregistered medical practitioner in any state or territory of the Commonwealth of Australia.

12. Categories of Membership

12.1 Membership shall be classified into five categories:

- (a) Ordinary Members who enjoy full voting rights and are entitled to be nominated and elected to the Management Committee.
- (b) Associate Members who are restricted to allied health and nursing professionals who have registration



with respective professional bodies.

- (c) Student Members which is open to all medical students and students of allied health courses in South Australia.
- (d) Honorary Members whose membership shall be conferred at the discretion of the Management Committee.
- (e) Long Term Members (10 year membership) who are eligible to be nominated and elected to the Management Committee and enjoy full voting rights.
- (f) CALD (Culturally and Linguistically Diverse) medical, allied health and nursing graduates without registration in South Australia

12.2 The procedure for membership application of Associate and Student members will be as in clauses 9 and 10 above.

12.3 Associate, Student, CALD graduates and Honorary members will have no voting rights nor, subject to sub-clause 20.1, be eligible to hold office in the Management Committee.

13. Resignation of Membership

Resignation of membership shall be provided in writing to the Secretary General/President of the Association.

14. Register of Members

14.1 The Secretary General of the Association shall establish and maintain a register of members.

14.2 This register shall be kept at the safe location in a principal place of administration of the Association.

14.3 The confidentiality of information of members of the Association will be maintained in accordance with the *Privacy Act 1988* (Cth) and any other applicable privacy laws and any policies adopted by the Management Committee.

15. Fees, Subscription

15.1 Any person who is admitted to membership of the Association shall pay such entrance fee as the Management Committee shall from time to time determine.

15.2 In addition to any amount payable under sub-clause 15.1 above, a member of the Association shall pay an annual membership fee as the Management Committee shall determine from time to time.

15.3 Annual subscription fee shall fall due on the anniversary day of the member's admission to membership in each year.

15.4 All fees paid are not refundable.

16. Indemnity of Management Committee Members

The Management Committee members shall be indemnified out of the funds of the Association for any liability incurred by them in the bona fide execution of their duties under these rules.

17. Liability of Members



The liability of a member of the Association to contribute towards the payment of the debts and liabilities of the Association or the cost, charges and expenses of the winding up of the Association is limited to the amount, if any, unpaid by the member in respect of membership of the Association as required by clause 15 above.

18. Disciplining of Members

18.1 Where the Management Committee is of the opinion that a member of the Association has

- (a) persistently refused or neglected to comply with a provision(s) of these rules, or
 - (b) persistently or wilfully acted in a manner prejudicial to the interest of the Association,
- the Management Committee may by resolution
- (i) expel the member from the Association, or
 - (ii) suspend the member for membership of the Association for a specified period.

18.2 Where a resolution is passed under sub-clause 18.1, the Secretary shall serve a notice on the member setting out the following:

- (a) the resolution of the Management Committee and the grounds on which it is based;
- (b) the member's right to address the Management Committee at a meeting to be convened 14-28 days after service of the notice;
- (c) the date, place and time of the meeting;
- (d) the members right to
 - (i) attend and speak at the meeting, or
 - (ii) submit to the Management Committee a written representation relating to the resolution prior to the meeting or at the meeting, or
 - (iii) do both.

18.3 At the meeting held in accordance with sub clause 18.2 the Management Committee shall

- (a) give the member an opportunity to make oral and written representation.
- (b) by resolution, determine whether to confirm or revoke the first resolution.

18.4 Where the Management Committee confirms a resolution under sub-clause 18.3, the Secretary shall, within 7 days after that confirmation, by notice in writing, inform the member of the fact and of the member's right of appeal under clause 19.

18.5 A resolution confirmed by the Management Committee under sub-clause 18.3 will not take effect

- (a) until the expiration of the period of appeal, or
- (b) where the member exercises his right of appeal until the Association confirms the resolution in accordance with sub clause 19.3.

19. Right of Appeal of Disciplined Member

19.1 A member may appeal to the Association in a Special General Meeting against a resolution of the



Management Committee which has been confirmed under sub clause 18.3 within 21 days after the notice of the resolution is served on the member by lodging with the Secretary a notice to that effect, with the support of 25 ordinary members.

19.2 At the Special General Meeting convened:

- (a) no business other than the question of the appeal shall be transacted;
- (b) the Management Committee and the member shall be given the opportunity to state their cases orally or in writing or both;
- (c) the Ordinary Members present shall vote by secret ballot allowing or dismissing the appeal.

19.3 If by special resolution the Association dismisses the appeal, the resolution of the Management Committee will be deemed to be confirmed. If by special resolution the Association dismisses the appeal, the resolution of the Management Committee will be deemed to be confirmed and that decision of the special resolution of the Association will be final and conclusive.

20. Management Committee and sub-committees

20.1 The management of the Association shall be vested in a Management Committee which shall consist of an Advisory Council; Core Committee and an Executive Committee. The Executive Committee shall consist of at least five Ordinary Members, one Associate Member and one Student Member. The Core Committee shall be constituted by the President, Vice President, Treasurer and Secretary General. An Advisory Council shall be constituted under the chairmanship of the Immediate Past President and only Past Core Committee members can be nominated to the Advisory Council as Councilors. The five Ordinary Members for the Executive Committee shall be elected by the Ordinary Members at a properly constituted Annual General Meeting. The Associate Member and Student Member shall be nominated by the new Management Committee and all Management Committee members will hold office for a three (3) year term. The 5 Ordinary Members will take responsibility for the following portfolios

- A. Webmaster, Social Media and Editor
- B. Education & Professional development
- C. Sports and Public relations
- D. Human Resources & Cultural
- E. Rural and Remote (GP liaison)

20.2 Management Committee members shall hold office for a three (3) year term. Management Committee members at the end of their term of appointment may nominate and are eligible to be re-elected to the Management Committee if they meet the criteria contained in the terms of these rules, provided that a Management Committee member must not hold office for more than two (2) consecutive three (3) year terms unless the Management Committee otherwise resolves. Roles and Responsibilities for all the Management Committee will be sent to all discerning members prior to the AGM

20.3 The actual number of succeeding Management Committee members shall be determined by the incumbent Management Committee.

20.4 No member of the Management Committee shall be appointed to any salaried office of the Association or be paid fees or receive remuneration or any other benefits in money or money's worth except for the reimbursements of out-of-pocket expenses properly incurred in the discharge of the business of the Association and payments of interest at a rate not exceeding the prime rate currently chargeable by commercial banks in Adelaide for money lent to the Association, and reasonable rental for premises rent to the Association.

20.5 All reimbursement should be approved by the Management Committee.

20.6 Management Committee members must at all times (while acting in their capacity as a member of the



Management Committee):

- (a) act honestly;
- (b) act with reasonable care and diligence;
- (c) act in the best interests of the Association unless such actions are inconsistent with the objectives of the Association or the rules of these rules;
- (d) not make improper use of information acquired by virtue of being a member of the Management Committee so as to gain, directly or indirectly, any financial or other advantage or benefit for himself or herself or any other person, or so as to cause detriment to the Association;
- (e) in the event a Management Committee member has a direct or indirect interest in a contract or proposed contract with the Association, disclose the nature and extent of that interest to the Management Committee as required by the Act, and must not vote with respect to that contract or proposed contract unless the Management Committee provides fully informed consent to such vote;
- (f) accept and abide by these rules;
- (g) maintain the confidentiality of all confidential information concerning the Association or its affairs to which the Management Committee member is provided with, or is given access to, for so long as that information remains confidential, save that this obligation of confidence shall not apply to the extent that confidential information:
 - (i) is required to be disclosed by law;
 - (ii) is in the public domain (other than as a result of a of the obligation of confidence);
 - (iii) is disclosed to a Management Committee member's legal representatives; and
- (h) accept and abide by any terms of any rules of conduct, policies, procedures, roles and responsibilities prescribed or communicated in writing by the Management Committee from time to time.

20.7 The Management Committee may by resolution form sub-committees with power to co-opt any person to serve in such sub-committees for any purpose, and for such length of time which in its opinion is in the interest of the Association provided that every such sub-committee must be chaired by a member of the Management Committee. The Management Committee may delegate any of its powers (and withdraw any such delegation of powers) to or from any such sub-committees from time to time. The President and the Vice-President shall be ex-officio members of every sub-committee.

20.8 Each sub-committee must be formed pursuant to, and adopt, Terms of Reference that have been approved by the Management Committee.

20.9 The Terms of Reference for a sub-committee may be modified, replaced or repealed by the Management Committee as it sees fit from time to time.

20.10 The chairperson of a sub-committee must report on the activities of the sub-committee, as requested by the Management Committee from time to time.

20.11 A sub-committee must conform to any determinations or resolutions made by the Management Committee or the members of the Association which affect the sub-committee, and the Management Committee or members of the Association may determine to dissolve a sub-committee.

20.12 The Management Committee may terminate a sub-committee at any time.

21. Office-Bearers and Election Process



- 21.1 Such other additional office-bearers as shall be decided by the elected Management Committee members pursuant to the provisions in sub-clause 20(3).
- 21.2 The Management Committee members shall be elected at the Annual General Meeting at any time a vacancy in the office of Management Committee exists.
- 21.3 In the event of a casual vacancy occurring, the Management Committee may appoint an Ordinary Member to fill the vacancy and the person so appointed shall hold office until the conclusion of the next Annual General Meeting.
- 21.4 The nominations for the Management Committee will be invited 28 days prior to the AGM. The nominations should reach the secretary/election officer at least 7 days before the AGM. The Secretary /election officer will send the nomination form along with the notice of AGM by email or hard copy. Each candidate for election must be nominated by at least two persons comprising one Ordinary Member plus one member of the Management Committee. The nominators and the nominee must sign the nomination form.
- 21.5 All the members present at AGM and proxy voters will be asked to number the nominees from 1-5 in declining preference- 1 being most favoured and 5 being least favoured. The vote count will be weighted with the candidate getting 1st preference be given 5 marks and the candidate given 5th preference be given 1 mark. The individual score will be added to arrive at final list of 5 peoples.
- 21.6 In all cases no member may be elected as President unless such person has served on the Core Committee for at least one year prior and no member may be elected to the Core Committee unless such person has served on the Executive Committee for at least two years prior.
- 21.7 No member shall hold the office of the President for more than three (3) consecutive years.
- 22. Proceedings of the Management Committee**
- 22.1 The Management Committee shall meet at least once every two months to dispatch the business of the Association. The President or the Secretary may at the request of any two members of the Management Committee call a meeting of the committee at any time.
- 22.2 The Management Committee shall regulate its meetings and procedures in such manner as it sees fit. Without limitation, Management Committee meetings may be conducted face to face, or using technology (including audio or audio-visual means) to enable each Management Committee member to communicate with the other Management Committee members, as long as all Management Committee members are able to communicate to each other simultaneously.
- 22.3 The Management Committee may from time to time adopt, modify, replace and repeal any rules of conduct, policies, procedures and description of roles and responsibilities it considers necessary or desirable for the proper, efficient and effective functioning of the Association or the Management Committee.
- 22.4 Matters arising at any committee meeting shall be decided by a majority of those present (whether face to face or using technology) which shall for all purposes be a determination of the committee. In the case of an equality of votes the chairman of the meeting shall have a second or casting vote.
- 22.5 Management Committee members may pass a resolution without a Management Committee meeting being held subject to clause 22.1, if a majority of the Management Committee members entitled to vote on the resolution:
- (a) Sign a document containing a statement that they are in favour of the resolution set out in the document; or
- (b) state by means of electronic communication (including by email), without the necessity of signing, that



they are in favour of the resolution, or words of like effect.

- 22.6 Each Management Committee member must be given a copy of a document used for signing by the Management Committee or in the notice of the proposed resolution. The wording of the resolution in each copy must be identical.
- 22.7 Subject to clause 22.5, the resolution is passed when the last Management Committee member comprising a majority signs or states their assent.
- 22.8 Passage of the resolution must be recorded in the Association's minutes book after ratification at the next Management Committee meeting.

23. Casual Vacancies

- 23.1 A casual vacancy in the office of a member of the Management Committee occurs if the member:
- (a) ceases to be a member of the Association;
 - (b) becomes an insolvent under administration within the meaning of the South Australia Companies Code;
 - (c) resigns office by notice in writing given to the Secretary;
 - (d) becomes mentally ill or otherwise becomes legally incapacitated;
 - (e) is absent from meetings of the committee for more than three months without leave of the committee;
 - (f) has direct or indirect interest in any contract or proposed contract with the Association without declaring such interest to the Committee;
 - (g) is removed from office upon a resolution passed by at least two thirds (2/3) majority of members at a Special General Meeting;
 - (h) is removed from office by the Management Committee in accordance with clause 23.2.
- 23.2 The processes, rights and obligations as set out in clause 18 and clause 19 apply for the purposes of clause 23.1(h), but are amended to the extent necessary to apply in the context of the removal from office by the Management Committee including that a reference to:
- (a) a member of the Association is instead to be read as a reference to a Management Committee member;
 - (b) expulsion of a member from the Association is instead to be read as a reference to removal of a Management Committee member from the office of the Management Committee; and
 - (c) the suspension of a member's membership of the Association is instead to be read as a reference to the suspension of the Management Committee member's position in the office of the Management Committee.
- 23.3 For the avoidance of doubt and without limiting clause 23.1(a), a Management Committee member that is removed from the office of the Management Committee pursuant to clause 23.1(h) may, if applicable, remain a member of the Association.

24. Annual General Meeting

- 24.1 The Annual General Meeting (or AGM) of members shall be held within the period commencing the first



day of August to the thirty-first day of October of each year. In addition to any other business that may be transacted, the business at an Annual General Meeting shall be:

- (a) to confirm the minutes of the last AGM and of any special general meeting held since that meeting;
- (b) to receive and consider reports from the Management Committee relating to the activities of the Association during the last preceding financial year;
- (c) to elect members of the Management Committee, President and Vice President at any time a vacancy exists; and
- (d) to receive and consider the statement which is required to be submitted to members pursuant to Section 35 (4) of the Association Incorporation Act 1985.

25. Special General Meeting

Special General Meetings shall be called by the Secretary at the written request of at least 25% of the members of the Management Committee or at the written request of not less than 25 Ordinary Members of the Association. The Special General Meeting shall be convened within one month from the date of receipt of the written request.

26. Financial Year

The financial year of the Association shall commence on 1st July and end on the 30th June of the subsequent year.

27. Quorum

- 27.1 At a general meeting, the presence of not less than 15 Ordinary Members shall form a quorum. No business shall be transacted at any general meeting unless a quorum of members is present at the commencement of such meeting.
- 27.2 At a meeting of the Management Committee, any four members of the committee constitute a quorum for the transaction of the business of the meeting.
- 27.3 In the event that a quorum is not formed within an hour of the time set down for the meeting, the meeting shall be adjourned at a time within one month of the date of such meeting determined by the members present at that general meeting. If at such adjourned meeting a quorum is not formed, those members present shall be deemed to be a quorum.

28. Proceedings at General Meeting

- 28.1 The President, or in his absence, the Vice-President shall preside at every general meeting of the Association. But if they are not present within fifteen minutes of the time set down for the meeting, or are unwilling to take the chair, then the members present shall elect amongst themselves an Ordinary Member to be the chairperson of the meeting, by a simple majority.
- 28.2 The chairperson, when directed by a resolution of the members present at the meeting may adjourn such meeting to a time and venue determined by the meeting, provided however, that no new business shall be transacted at any such adjourned meeting, other than the business left unfinished at the meeting so adjourned. In the event that the adjournment exceeds thirty days, a notice in writing of the adjourned meeting shall be given to all 6 members. An agenda of business to be transacted in such meeting shall not be required.
- 28.3 At any general meeting, a resolution put to the vote of the meeting shall be decided by a show of hands unless before the vote is taken, a secret ballot demanded by the chairperson or by at least three members present. A declaration by the chairperson that a resolution has been carried, either unanimously or by



any other majority or lost and an entry to that effect in the minutes book of the proceedings of the Association shall be conclusive evidence of the result of the vote.

- 28.4 Subject to these rules, each Ordinary Member and each Long Term Member of the Association that are entitled to vote and are present at a general meeting or by proxy shall have one vote. In the case of equality of votes, the chairperson shall have a second or casting vote.
- 28.5 Proxies shall be deposited with the secretary prior to the commencement of a general meeting.
- 28.6 Each proxy shall as nearly as circumstances will admit be in or to the effect of the following form:

I, [Name] of [Address] being an [Ordinary/Long Term] Member of the South Australian Indian Medical Association (SAIMA) Inc. hereby appoint [Name] of [Address] or failing him, [Name] of [Address] as my proxy to vote for me on my behalf at the (Annual or Special as the case may be) General Meeting of the Association to be held on the day of, 20, and at any adjournment thereof.

I direct that my proxy shall vote as follows:

Signed, this day of 20

29. Notice of Meetings and Nominations

- 29.1 The Secretary shall give at least fourteen (14) days' notice in writing or by email of all General Meetings to the members of the Association, denoting the time, day, venue and the agenda of the meeting indicating the nature of the business to be transacted.
- 29.2 Nominations for members of the Management Committee are to be made in writing or by email. Nomination forms are to be issued together with the notice of the AGM. Nomination forms must be duly signed by the nominators and the nominee and must reach the Secretary no later than seven (7) days before the date of the scheduled AGM.

30. Funds

- 30.1 The funds of the Association shall be derived from entrance fees and annual subscriptions of members, donation and, such other sources as the Committee determines.
- 30.2 The Association shall establish a cheque account with a major bank in Adelaide to be determined by the Management Committee at its first meeting.
- 30.3 The President, the Vice-President, the Secretary and the Treasurer for the time being of the Association shall be the authorised persons to sign all cheques and to make payments on behalf of the Association. All cheques must be signed by any two of the authorised persons.
- 30.4 All monies received by the Association must be deposited promptly in the Association's bank account and appropriated receipts must be issued.
- 30.5 All payments in excess of five hundred dollars (\$500.00) made by the Association shall be by cheque/ card payment or bank transfer.
- 30.6 The Management Committee does not have the authority to commit the Association to any major financial transaction, the total aggregate sum of which should not exceed \$100,000 in any one financial year without the approval of the membership at a General Meeting of the Association.

31. Authorization of Payments

All accounts shall be presented to, and approved for payment at a Management Committee meeting and full



details of such approval shall be entered in the minutes book of the committee.

32. Audit

- 32.1 The auditor(s) shall be elected at the Annual General Meeting. The auditor(s) shall examine all accounts, vouchers, receipts, books, etc. and furnish a report to the members at the Annual General Meeting. Audits are to be conducted at regular intervals at the discretion of the auditor(s).
- 32.2 The auditor(s) shall not be a member or relative of a member of the Management Committee.
- 32.3 Subject to sub-clause (4) hereunder, notice of intention to nominate an auditor to replace the current auditor shall be given to the Secretary at least twenty-one (21) days before the Annual General Meeting, and if he/she so wished, be heard at the AGM.
- 32.3 When the current auditor submits his/her resignation or notifies the Secretary of his/her intention not to seek re-election, sub-clause (3) above shall not apply.
- 32.4 In the event that the auditor fails to audit the accounts as required in sub-clause 32.1, without reasonable cause, the President shall report to the Annual General Meeting and the members present may resolve to remove the auditor from the position and appoint another auditor with immediate effect.

33. Minutes

The Management Committee shall cause minutes to be kept:

- (a) of all appointments of office-bearers and members of committees;
- (b) of the names of all the members present at meetings of the Association and the Committees; and
- (c) of all proceedings at all meetings of the Association and the Committees.

Such minutes shall be signed by the chairperson of the meeting during which the proceedings took place or by the chairperson of the succeeding meeting.

34. Dispute resolution

- 34.1 The dispute resolution procedure set out in this clause 34 applies to disputes under these rules between:
- (a) a member and another member (of whatever category);
 - (b) a member (of whatever category) and the Association;
 - (c) a member of the Management Committee and any other member of the Management Committee, or any member, or the Association;
- 34.2 The parties to the dispute must meet and discuss the matter in dispute and, if possible, resolve the dispute within 14 days after the dispute comes to the attention of all of the relevant parties.
- 34.3 If the parties are unable to resolve the dispute at the meeting the parties may choose to meet and discuss the dispute before an independent third person agreed to by the parties.

35. Amendment of these Rules

The statement of objects and the articles in these rules may be altered, rescinded or added to, only by a special resolution passed by a three quarters (3/4) majority of members who are entitled to vote, or by written proxy,



at any general meeting provided not less than 28 days written notice of the proposed amendment(s) has been given.

36. New Members to be given Rules

A copy of these rules shall be presented to every new member.

37. Winding up of the Association

The Association shall not be wound up or dissolved except at a General Meeting of the Association specially convened for the purpose and by resolution carried by a four fifths (4/5) majority of the votes recorded therein. In the event that upon the winding up or dissolution of the Association there remains after the satisfaction of all its debts and liabilities, any property whatsoever, the same shall not be paid to or distributed among the members of the Association but shall be given or transferred to some other institution(s) having objects similar or in part similar to the objects of the Association and which shall also prohibit the distribution of its/their property among its/their members, such institution(s) to be determined by the members of the Association at or before the time of dissolution or winding up, or in default thereof by the Chief Justice of such court as may have or acquired jurisdiction in the matter.

38. Prohibition Against Distribution to Members

Income and property of the Association whensoever derived shall be applied solely towards the promotion of the objectives of the 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 the members of the Association provided that nothing herein shall prevent the payment in good faith of remuneration to any officer or servant of the Association or to any member of the Association or reasonable and proper rent for premises let by any member of the Association.

39. Common Seal

The Management Committee shall provide for the safe custody of the Common Seal, and it shall not be used except in pursuance of a resolution of the Management Committee and in the presence of at least one member of the Management Committee and the Secretary of the Association who shall sign every instrument to which the seal is affixed.

39. By Laws

The Association in General Meeting shall have full power to make, alter or to repeal By-Laws on such matters relating to the affairs of the Association or for the purposes of carrying out its objects.

40. Transitional Rules

40.1 The provisions in this clause 40 proceed from a desire to provide for the orderly transition of and implementation of a one-third rotation of office members of the Management Committee following the adoption of substantive amendments to these rules at the 2021 Annual General Meeting.

40.2 This clause 40 applies notwithstanding any other provision of these rules. If there is any inconsistency between this clause 40 and any other provision in these rules, the provisions in this clause will prevail to the extent of the inconsistency.

40.3 Of all members of the Management Committee elected at the 2021 Annual General Meeting:

- (a) one-third, being those persons who have held office on the Management Committee the longest; shall hold office for one year and shall retire at the Annual General Meeting in the year 2022, and being eligible and being nominated in accordance with these rules, may offer themselves for re-election;



- (b) one-third, being those persons who have held office on the Management Committee the next-longest; shall hold office for two years and shall retire at the Annual General Meeting in the year 2023, and being eligible and being nominated in accordance with these rules, may offer themselves for re-election;
 - (c) one-third (or if the remaining number of members of the Management Committee not having previously retired from office under sub-clauses (a) and (b) of this clause, is a number less than one-third, then those remaining members), being those persons who have held office on the Management Committee the shortest; shall hold office for three years and shall retire at the Annual General Meeting in the year 2024, and being eligible and being nominated in accordance with these rules, may offer themselves for re-election;
- 40.4 Where persons have held office for an equal period, then those who shall retire in accordance with clause 40.3 shall be determined by agreement among them, or in the absence of agreement, by drawing lots.
- 40.5 Other than for the purposes of determining the term of office served under clause 40.3, time served on the Management Committee in any capacity before the adoption of the amendments to these rules at the 2021 Annual General Meeting is not counted for the purposes of clause 20.2 after the adoption of those amendments.