

AMNESTY INTERNATIONAL AUSTRALIA
ACN 002 806 233
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A Company Limited by Guarantee

Constitution

This Constitution was adopted by the Company in May 2002. This version incorporates amendments made in July 2005, June 2006, July 2008, November 2009, July 2010, July 2016, October 2018 and October 2020.

AMNESTY INTERNATIONAL AUSTRALIA

CONSTITUTION

TABLE OF CONTENTS

1.	Interpretation.....	6
1.1	Meaning of words and expressions.....	6
1.2	Application of the applicable Commonwealth legislation	8
1.3	Exercise of powers	8
2.	Name.....	10
3.	Objects and Methods.....	10
3.1	Amnesty International global movement	10
3.2	AIA's structure	10
3.3	AIA's objects.....	10
3.4	Achievement of objects.....	10
3.5	Legal capacity	11
3.6	Inconsistency with Statute of Amnesty International.....	11
3.7	Other functions and methods.....	11
4.	Responsibilities	12
5.	Powers	12
5.1	Powers	12
5.2	No trade union power	14
5.3	Limitation on clause 5.1(a).....	14
6.	Powers under the Corporations Act.....	14
7.	Property etc.....	14
7.1	Application of income and property.....	14
7.2	Permitted payments.....	14
8.	Limited Liability	14
9.	Contributions on Winding up	15
10.	Distribution of Surplus Assets	15
11.	Membership.....	16
11.1	Admission of members	16
11.2	Power to decline admission of members.....	16
11.3	Membership Fees.....	16
11.4	Cessation of membership	17
11.5	Expulsion and suspension of Members.....	17
11.6	Membership not transferable	18
11.7	Register of Members	18
11.8	Regions.....	19
12.	General meetings.....	20

12.1	Convening general meetings of AIA.....	20
12.2	Notice of general meetings of AIA.....	20
12.3	Documents to be tabled at an annual general meeting	22
12.4	Quorum at general meetings	22
12.5	Chair of general meetings.....	23
12.6	Conduct of general meetings.....	24
12.7	Resolutions for consideration at a general meeting.....	24
12.8	Decisions at general meetings.....	25
12.9	Voting rights of AIA Members	25
12.10	Representation at general meetings of AIA.....	26
12.11	Appointment and removal of AIA Auditor	28
12.12	Number of General Meeting Voters	29
12.13	Election of General Meeting Voters	29
13.	National Board	31
13.1	Composition of National Board	31
13.2	Powers and duties of the National Board	31
13.3	Election of directors	33
13.4	Appointments by the National Board.....	33
13.5	Terms of office as director	34
13.6	Designated board roles.....	35
13.7	National Board Vacancies	35
13.8	Remuneration of directors	36
13.9	Interested directors.....	36
13.10	Proceedings of the National Board	38
13.11	Convening of meetings of the National Board	38
13.12	Notice of meetings of the National Board	38
13.13	Quorum	39
13.14	Chairing meetings of the National Board.....	39
13.15	Decisions of National Board.....	40
13.16	Written Resolutions of the National Board.....	40
13.17	Committees of the National Board	41
13.18	Delegation to individual directors	41
13.19	Validity of acts	41
14.	Committees for activism	41
14.1	Activism and Membership Committee.....	41
14.2	Activism Leadership Committees.....	42
14.3	Elections of Activism Leadership Committee	42
14.4	Powers and Duties of an Activism Leadership Committee	43
14.5	Membership qualification	44
14.6	Regional roles	44
14.7	Vacancies on Activism Leadership Committees.....	44
14.8	Remuneration of ALC members.....	45
14.9	Interested ALC members.....	45
14.10	Meetings and proceedings of an Activism Leadership Committee.....	47
14.11	Decisions of an Activism Leadership Committee.....	48
14.12	Validity of acts	48
14.13	Activism Forum.....	48
15.	Nomination and Assessment Committee	48
15.1	Establishment of Nomination and Assessment Committee	48
15.2	Functions and powers of Nomination and Assessment Committee	50
16.	Statement of capabilities, attributes and diversity	51

17.	Executive or administrative officers	51
18.	Seals	51
18.1	Safe custody of seal	51
18.2	Use of seal	52
18.3	Seal register	52
18.4	Official seal.....	52
19.	Distribution of profits	52
19.1	Dividends	52
20.	Minutes and records.....	52
20.1	Minutes	52
20.2	Signing of minutes	53
20.3	Minutes as evidence.....	53
20.4	Inspection of records	53
20.5	Publication of minutes or report	53
21.	Notices.....	53
21.1	Notices to Members.....	53
21.2	Notices by AIA to directors	54
21.3	Notices by Members or directors to AIA.....	54
21.4	Notices posted to addresses outside the Commonwealth	54
21.5	Time of service	54
21.6	Other communications and documents.....	55
21.7	Notices in writing	55
22.	Accounts	55
22.1	Keeping of accounts	55
22.2	Period of retention	55
22.3	Place at which accounts kept.....	56
22.4	Inspection of accounts.....	56
22.5	Profit and loss account and balance sheet.....	56
22.6	Bad and doubtful debts.....	56
22.7	Current assets	56
22.8	Non-current assets	56
22.9	Audit and review	57
22.10	Compliance with applicable Commonwealth legislation	57
22.11	Accounting standards	57
22.12	True and fair view	57
23.	Indemnity and insurance.....	57
23.1	Persons to whom clauses 23.2 and 23.3 apply	57
23.2	Indemnity.....	57
23.3	Insurance	58
24.	Register of directors.....	58
24.1	Keeping of register	58
24.2	Details in Register	58
24.3	Inspection of Register.....	58
24.4	Copying of Register	58
24.5	Other registers.....	59
25.	General	59
25.1	Amendment of this constitution.....	59

25.2	Submission to jurisdiction	59
25.3	Prohibition and enforceability.....	59

1. Interpretation

1.1 Meaning of words and expressions

- (a) In this constitution, unless the contrary intention appears:

Activism Forum means the Activism Forum referred to in clause 14.13.

Activism Leadership Committee and **ALC** means an Activism Leadership Committee established by clause 14.2;

additional director means a director referred to in clause 13.1(a)(ii);

AIA and **Company** means the company established by this constitution under the name of Amnesty International Australia;

AI Group means a group recognized by AIA as a means of organizing AI's activities within Australia;

Amnesty International and **AI** means the international organization formally organized partly as a federation of autonomous national organizations operating in accordance with the Statute of Amnesty International adopted by the International Council of that organization in 2018, and partly constituted by Amnesty International Limited, a company registered with company number 1606776 organized and existing under the laws of England and Wales of 1 Easton Street, London WC1X0DW, United Kingdom;

applicable Commonwealth legislation means, the *Australian Charities and Not-for-profit Commission Act 2012* (Cth) and the *Corporations Act 2001* (Cth);

Attributes Statement means the statement of capabilities, attributes and diversity adopted under clause 16 and in place at the relevant time;

Business Day means a day that is not a Saturday, Sunday or public holiday and on which banks are open for business generally in Sydney.

Class, in the context of directors, means the class of directors as set out in the table in clause 13.1(b).

Class, in the context of ALC members, means the class of ALC members as set out in the table in clause 14.3(b);

Commonwealth means the Commonwealth of Australia and its external territories;

the Corporations Act means the *Corporations Act 2001* (Cth);

director means a member of the National Board;

eligible current director means a person who is a director, who does not have leave of absence, and who is not prohibited by any applicable Commonwealth legislation or this constitution from participating in the consideration of the relevant motion or proposal;

financial year means a calendar year or some other period determined by a general meeting;

general meeting means a general meeting of the Company held in accordance with this constitution;

General Meeting Voter means a person entitled to be present and vote at a general meeting as determined under clauses 12.12 and 12.13;

Global Assembly means the Global Assembly of Amnesty International;

International Council means the former International Council of Amnesty International;

International Board means the International Board of Amnesty International;

Member means a member of AIA and does not include a Non-financial Member;

membership year means the period of 12 months ending on the anniversary of a person's most recent application for membership;

National Board means the board of directors of AIA, constituted in accordance with this constitution and applicable Commonwealth legislation;

Nomination and Assessment Committee and **NAC** mean the Nomination and Assessment Committee established under clause 15;

Non-financial Member means a person who has been a Member and whose annual membership fee has been not been received by AIA in the 3 months since the end of that person's last paid membership year;

property means real or personal property of any description, and in particular includes any chose in action, patent, trademark, copyright, registered design and confidential information and any other intellectual property;

publish, except in clauses 3.4 and 5.1, means make available in a way that every Member can discover and read by themselves;

region means a region listed under clause 11.8;

Regional President means a person holding the position of regional president under clause 14.6;

seal means any common seal or official seal of AIA;

secretary means any person appointed by the National Board as a company secretary of AIA in accordance with clause 13.4(g);

standing orders mean the standing orders made by a general meeting under clause 12.6 as in force from time to time;

- (b) A reference in this constitution to a person being **linked to a region** is a reference to that person being linked to a region in accordance with clause 11.8.
- (c) A reference in this constitution to a person holding or occupying a particular office or position includes a reference to a person acting in that office or position at the relevant time.
- (d) Unless the contrary intention appears, in these clauses:

- (i) headings and underlining are for convenience only and do not affect the interpretation of these clauses;
- (ii) words importing the singular include the plural and vice versa;
- (iii) words importing a gender include every other gender;
- (iv) words used to denote persons generally or importing a natural person include any company, corporation, body corporate, body politic, partnership, joint venture, association, board, group or other body (whether or not the body is incorporated);
- (v) a reference to a person includes that person's successors and legal personal representatives;
- (vi) a reference to any statute, regulation, proclamation, ordinance or by law includes all statutes, regulations, proclamations, ordinances or bylaws varying, consolidating or replacing them and a reference to a statute includes all regulations, proclamations, ordinances and bylaws issued under that statute;
- (vii) where a word or phrase is given a particular meaning, other parts of speech and grammatical forms of that word or phrase have corresponding meanings.

1.2 Application of the applicable Commonwealth legislation

- (a) This constitution is to be interpreted subject to the applicable Commonwealth legislation.
- (b) Unless the contrary intention appears, an expression in this constitution that deals with a matter dealt with by a provision of the applicable Commonwealth legislation has the same meaning as in that provision of the applicable Commonwealth legislation.
- (c) Subject to clause 1.2(b), unless the contrary intention appears, an expression in a clause that is defined in section 9 of the Corporations Act has the same meaning as in that section.

1.3 Exercise of powers

- (a) AIA may exercise in any manner permitted by the applicable Commonwealth legislation any power which under the applicable Commonwealth legislation a company limited by guarantee may exercise if authorised by this constitution.
- (b) Where this constitution provides that a person or body may do a particular act or thing and the word "may" is used, the act or thing may be done at the discretion of the person or body.
- (c) Where this constitution confers a power to do a particular act or thing, the power is, unless the contrary intention appears, to be taken as including a power exercisable in the like manner and subject to the like conditions (if any) to repeal, rescind, revoke, amend or vary that act or thing.

- (d) Where this constitution confers a power to do a particular act or thing with respect to particular matters, the power is, unless the contrary intention appears, to be taken to include a power to do that act or thing with respect to only some of those matters or with respect to a particular class or particular classes of those matters and to make different provision with respect to different matters or different classes of matters.
- (e) Where this constitution confers a power to make appointments to any office or position (other than as a director or as a member of the NAC), the power is, unless the contrary intention appears, to be taken to include a power:
 - (i) to appoint a person to act in the office or position until a person is appointed to the office or position;
 - (ii) subject to any contract between AIA and the relevant person, to remove or suspend any person appointed, with or without cause; and
 - (iii) to appoint another person temporarily in the place of any person so removed or suspended or in place of any sick or absent holder of such office or position.
- (f) Where this constitution confers a power or imposes a duty then, unless the contrary intention appears, the power may be exercised and the duty must be performed from time to time as the occasion requires.
- (g) Where this constitution confers a power or imposes a duty on the holder of an office as such then, unless the contrary intention appears, the power may be exercised and the duty must be performed by the holder for the time being of the office.
- (h) Where this constitution confers power on a person or body to delegate a function or power:
 - (i) the delegation may be concurrent with, or to the exclusion of, the performance or exercise of that function or power by the person or body;
 - (ii) the delegation may be either general or limited in any manner provided in the terms of delegation;
 - (iii) the delegation need not be to a specified person but may be to any person from time to time holding, occupying or performing the duties of, a specified office or position;
 - (iv) the delegation may include the power to delegate;
 - (v) where the performance or exercise of that function or power is dependent upon the opinion, belief or state of mind of that person or body in relation to a matter, that function or power may be performed or exercised by the delegate upon the opinion, belief or state of mind of the delegate in relation to that matter; and
 - (vi) the function or power so delegated, when performed or exercised by the delegate, is to be taken to have been performed or exercised by the person or body.

2. Name

The name of the Company is "Amnesty International Australia".

3. Objects and Methods

3.1 Amnesty International global movement

AIA is part of the global movement of Amnesty International. The worldwide movement of Amnesty International - including AIA - is a non-denominational, non-partisan movement, independent of all governments, political parties and religious institutions.

3.2 AIA's structure

AIA is a democratic organization comprising members and supporters who work to achieve the objects set out below.

3.3 AIA's objects

AIA's objects are:

- (a) to promote, defend and protect the human rights of all people as set out in the Universal Declaration of Human Rights (UDHR), and subsequent United Nations conventions and declarations based on the UDHR, as well as in regional codes of human rights which incorporate the rights contained in the UDHR, the provisions to which governments have voluntarily acceded;
- (b) to encourage, and raise awareness, that every human being possesses rights based on their humanity and that respect for human rights improves people's lives;
- (c) to end grave abuses of the human rights of individuals, for example prisoners of conscience, and groups of people experiencing: injustice; poverty; discrimination; torture; cruel, inhuman and degrading treatment or punishment; executions; and the indiscriminate killing of civilians; and
- (d) to help those fleeing persecution and conflict and to defend people from violence from state and non-state actors.

3.4 Achievement of objects

To achieve the objects in clause 3.3 above, AIA may:

- (a) conduct investigations and publish well-founded, evidence-based research on human rights issues;
- (b) prepare, publish (in a variety of media) and promote reports and material on human rights issues;
- (c) monitor and publicise violations and abuses of human rights;
- (d) provide education on human rights;
- (e) support, directly or indirectly, individuals and their families whose human rights have been breached;

- (f) protect, directly or indirectly, those who are at risk of human rights violations;
- (g) work in partnership with other organizations and individuals;
- (h) promote public support for, and advocacy of human rights;
- (i) inform public opinion to encourage individuals, non-state actors, and governmental and other entities to protect, promote and defend human rights;
- (j) hold to account individuals, governments and non-state actors for violations of human rights;
- (k) provide expertise and technical advice to government and others on human rights issues;
- (l) promote a culture of respect for all human rights;
- (m) promote economic, social and cultural rights as a means of alleviating poverty, which is a grave violation of human rights;
- (n) seek to eliminate infringements of human rights; and
- (o) support the work of Amnesty International through financial contributions and other means consistent with being part of the global movement of Amnesty International.

3.5 Legal capacity

AIA has the legal capacity and powers of a body corporate and may exercise all powers of a body corporate granted under law in pursuit of the objects and methods set out in the above clauses.

3.6 Inconsistency with Statute of Amnesty International

If at any time the objects or methods of AIA as set out in this constitution become inconsistent with the objects or methods that are for the time being set out in the Statute of Amnesty International, the last-mentioned objects or methods shall, to the extent of the inconsistency, prevail.

3.7 Other functions and methods

Solely to enable AIA to carry out its objects in accordance with clause 3.3, AIA will:

- (a) raise funds and other resources from the public;
- (b) invest money not immediately required for its objects in any investments, securities or property;
- (c) take all necessary steps to remain an effective and sustainable organization; and
- (d) adopt any other appropriate methods for securing the objects set out in clause 3.3.

4. Responsibilities

AIA:

- (a) through the National Board, is responsible to the International Board for the proper performance in Australia of the functions and activities of Amnesty International and for ensuring consistent and effective work in order to attain the objects set out in clause 3;
- (b) is, subject to and in accordance with the decisions of the Global Assembly, the International Council and International Board, responsible for participating in the consultation and decision-making processes of Amnesty International and for implementing decisions of the Global Assembly and the International Council in so far as those decisions are applicable to AIA;
- (c) so far as practicable, is, subject to the decisions of the Global Assembly, the International Council and the International Board, responsible for dealing with matters concerning the Australian Government and the respective governments of the States and Territories of Australia, being matters within the objects set out in clause 3 other than matters relating to particular human rights violations committed within the jurisdiction of those governments or any of them;
- (d) through the National Board, is responsible for ensuring that comprehensive reports of its activities are submitted to the International Board annually;
- (e) is responsible for ensuring its financial independence and observing guidelines laid down by the Global Assembly and the International Council with respect to the acceptance of financial contributions and fund-raising;
- (f) is responsible for ensuring that an audited income and expenditure account and balance sheet with respect to AIA's financial transactions and financial position is submitted to the International Treasurer of Amnesty International as soon as practicable after the end of each financial year of AIA; and
- (g) is responsible for ensuring that effect is given to any decision of the International Board, the Global Assembly of Amnesty International, or the National Board by which information is classified as being confidential, internal or embargoed.

5. Powers

5.1 Powers

Subject to clause 5.2, for the sole purpose of enabling AIA to carry out the objects set out in clause 3, AIA has and may exercise the following powers:

- (a) subject to clause 5.3, to cooperate with or subscribe to any other body or organization which is affiliated to Amnesty International;
- (b) to purchase, take on lease or in exchange, hire and otherwise acquire any land, building, easement, or property, and any rights or privileges which may be required for the purposes of, or capable of being conveniently used in connection with, any of the objects of AIA, so long as in the case of any property subject to a trust AIA deals with it only in such manner as is allowed by law having regard to the trust;

- (c) to enter into any arrangement with any authority, whether National, State, municipal, local, or otherwise, that may seem conducive to AIA's objects or any of them and to obtain from any such authority any rights, privileges and concessions which AIA considers it desirable to obtain, and to carry out, exercise and comply with any such arrangements, rights, privileges and concessions;
- (d) to appoint, employ, remove or suspend such persons as may be necessary or convenient for the purposes of AIA;
- (e) to make payments towards insurance and to subscribe or guarantee money for charitable or benevolent objects, or for any public, general or useful object;
- (f) to construct, improve, maintain, develop, work, manage, carry out, alter or control any house, building, grounds, works or convenience which may directly or indirectly advance AIA's interests and to contribute to, subsidise or otherwise assist and take part in the construction, improvement, maintenance, development, working, management, carrying out, alteration or control of any of them;
- (g) to invest and deal with the money of AIA not immediately required in such manner as may be permitted by law for the investment of trust funds;
- (h) to borrow or raise or secure the payment of money in such manner as AIA thinks fit;
- (i) to make, draw, accept, endorse, discount, execute and issue promissory notes, bills of exchange, bills of lading and other negotiable or transferable instruments;
- (j) to sell, improve, manage, develop, exchange, lease, dispose of, turn to account or otherwise deal with all or any part of the property and rights of AIA;
- (k) to take or hold mortgages, liens and charges to secure payment of the purchase price or any unpaid balance of the purchase price of any part of AIA's property of whatever kind may be sold by AIA, or any money due to AIA from purchasers and others;
- (l) to take any gift of property, whether subject to a trust or not, for any one or more of the objects of AIA, so long as, in the case of property subject to a trust, AIA deals with it only in such manner as is allowed by law having regard to the trust;
- (m) to take such steps by personal or written appeals, public meetings or otherwise, as may from time to time be deemed expedient for the purpose of procuring contributions to the funds of AIA, in the shape of donations, annual subscriptions or otherwise;
- (n) to print and publish any newspapers, periodicals, books or leaflets that AIA may think desirable for the promotion of its objects; and
- (o) without infringing any of the limitations expressly imposed by any of the foregoing provisions of this clause, to do all such things as are incidental or conducive to the attainment of the objects of AIA or the exercise of its powers.

5.2 No trade union power

AIA has no power to support with its funds any activity, or to endeavour to impose on or procure to be observed by its Members or others any regulations or restrictions which, if an object of AIA, would make AIA a trade union within the meaning of the *Industrial Relations Act 1996* (NSW), or under any other corresponding enactment of another State or of a Territory of the Commonwealth.

5.3 Limitation on clause 5.1(a)

Clause 5.1(a) does not authorise AIA to subscribe to, or support with its funds, a body or an organization 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 AIA under or by virtue of clause **Error! Reference source not found.**

6. Powers under the Corporations Act

AIA has and may exercise the powers set out in section 124 of the Corporations Act.

7. Property etc.

7.1 Application of income and property

The income and property of AIA, from whatever source derived, shall be applied solely towards the promotion of the objects of AIA as set out in clause 3 and, subject to clause 7.2, no portion of that income or property shall be paid or transferred, directly or indirectly, by way of dividend, bonus or otherwise, to any Member.

7.2 Permitted payments

Clause 7.1 does not prevent—

- (a) the payment in good faith of remuneration for services rendered to AIA by any person engaged as its employee;
- (b) the payment for goods supplied in the ordinary and usual way of business;
- (c) the payment of interest at a rate not exceeding the rate for the time being fixed for the purpose of this clause 7 by or in accordance with AIA's constitution on money borrowed from any Member;
- (d) the payment of reasonable and proper rent for premises demised or let by any Member;
- (e) the provision of a grant or other financial assistance to a Member for the purpose of enabling that Member to perform or carry out activities that could lawfully be performed or carried out by AIA for the purpose of attaining its objects as set out in clause 3.

8. Limited Liability

The liability of the Members is limited.

9. Contributions on Winding up

Each Member undertakes to contribute to the assets of AIA, in the event of AIA being wound up while that Member remains a Member of AIA or within one year after they have ceased to be such a Member, such amount as may be required, not exceeding \$1.00, for payment of the debts and liabilities of AIA (contracted before they ceased to be such a Member) and of the costs, charges and expenses of winding up and for the adjustment of the rights of the contributories among themselves.

10. Distribution of surplus assets

10.1 Subject to the Corporations Act and any other applicable Act, and any court order, any surplus assets (including 'gift funds' defined in clause 10.4) that remain after the company is wound up must be distributed to one or more charities:

- (a) if the laws in force permit, be distributed to Amnesty International; or
- (b) with charitable purpose(s) similar to, or inclusive of, the purpose(s) in clause 3; and
- (c) which also prohibit the distribution of any surplus assets to its members to at least the same extent as the company; and
- (d) that is or are deductible gift recipients within the meaning of the Income Tax Assessment Act 1997 (Cth).

10.2 The decision as to the charity or charities to be given the surplus assets must be made by a special resolution of members at or before the time of winding up. If the members do not make this decision, the company may apply to the Supreme Court to make this decision.

10.3 If the company's deductible gift recipient endorsement is revoked (whether or not the company is to be wound up), any surplus gift funds must be transferred to one or more charities that meet the requirements of 10.1(b), (c) and (d), as decided by the directors.

10.4 For the purpose of this clause:

- (a) 'gift funds' means:
 - (i) gifts of money or property for the principal purpose of the company
 - (ii) contributions made in relation to a fund-raising event held for the principal purpose of the company, and
 - (iii) money received by the company because of such gifts and contributions.
- (b) 'contributions' and 'fund-raising event' have the same meaning as in Division 30 of the Income Tax Assessment Act 1997 (Cth).

11. Membership

11.1 Admission of members

- (a) Subject to clauses 11.4 and 11.5, the Members of AIA comprise such persons as the National Board may admit as Members of AIA on such conditions and at such times as the National Board thinks fit.
- (b) A Member must be aged 16 years or more.
- (c) The National Board may:
 - (i) determine the form of application for membership; and
 - (ii) require a person to execute such form of commitment and undertaking as the National Board may stipulate as a condition of admitting that person as a member of AIA.
- (d) A person who has—
 - (i) applied for membership and executed a form of commitment and undertaking in the manner determined or required by the National Board pursuant to clause 11.1(c)(ii);
 - (ii) paid the membership fee applicable to that person; and
 - (iii) not been declined admission as a member under clause 11.2—
becomes entitled to be entered on the register of members kept under clause 11.7(a)—
 - (iv) on being admitted to membership under clause 11.1(a); or
 - (v) 90 days after receipt by AIA of the application for membership—
whichever occurs first.
- (e) A Non-financial Member who pays their membership fee within three months of becoming a Non-financial Member, is entitled to resume their membership without reapplying for membership or being readmitted as a Member.

11.2 Power to decline admission of members

The National Board may, in its absolute discretion, decline to admit any person as a member of AIA and must not admit as a member of AIA, any entity which is not a natural person including, but not limited to, a company, corporation, body corporate, body politic, partnership, joint venture, association, board, group or other body.

11.3 Membership Fees

- (a) The National Board must determine an annual membership fee payable by each Member.
- (b) The National Board may determine different annual membership fees for different categories of Member.

- (c) Unless otherwise determined by the National Board, the annual membership fee is payable—
 - (i) by an applicant, on applying for membership; and
 - (ii) by a Member, in respect of each membership year.
- (d) The National Board may allow applicants or Members to pay an annual membership fee in respect of more than one membership year.
- (e) In this clause 11.3, **membership year** means the period of 12 months commencing on the anniversary of a Member's application for membership.

11.4 Cessation of membership

- a) A Member ceases to be a Member—
 - i) if they resign from membership by notice in writing to the National Board;
 - ii) if they die;
 - iii) if they are expelled by the National Board under clause 11.5;
 - iv) in any other circumstances set out in the terms of membership applicable to the Member or in any commitment or undertaking given by the Member upon their admission to membership.
- b) Despite any other provision of this constitution, where but for this paragraph (b) a person would cease to hold an office, role or position under or referred to in this constitution because they had ceased to be a Member, that person is to be treated for all purposes as continuing to hold the office, role or position if the National Board determines that—
 - i) they ceased to be a Member due to, or substantially due to, an error or omission on the part of AI Australia or a third party; and
 - ii) they took all necessary actions to become a Member again as soon as possible after becoming aware that they had ceased to be a Member.

11.5 Expulsion and suspension of Members

- (a) The National Board may—
 - (i) remove from membership; or
 - (ii) suspend from membership for a period not exceeding 3 months,
a Member who fails to comply with—
 - (iii) this constitution or any bylaw or rule made under this constitution;
 - (iv) the terms of membership applicable to the Member; or
 - (v) any undertaking given by the Member upon their admission to membership—

by giving notice in writing of that expulsion or suspension (as the case may be) to the Member.

- (b) A person expelled or suspended from membership may appeal against their expulsion or suspension to a general meeting by lodging a written notice of appeal with the secretary within 14 days of receipt of the notice of expulsion or suspension given under clause 11.5(a).
- (c) On receipt of a written notice described in clause 11.5(b), the secretary must convene a general meeting, the business of which must include consideration of the re-admission or cessation of suspension (as the case may be) of the person expelled or suspended from membership.
- (d) The person expelled or suspended from membership may speak at a general meeting at which their appeal is considered.
- (e) A person expelled or suspended from membership ceases to be expelled or suspended if, at a general meeting, a resolution is passed to the effect that the person is re-admitted to membership or that the person's membership is no longer suspended (as the case may be).
- (f) A person does not have any of the rights or obligations of membership (other than those set out in this clause 11.5) from the time that the person receives notice of their expulsion or suspension.
- (g) A general meeting convened under clause 11.5(c) may by resolution delegate consideration of some or all of the business referred to in a notice of general meeting issued pursuant to this clause 11.5 on such terms as are set out in the resolution and a person expelled or suspended from membership may speak before that delegate or delegates.

11.6 Membership not transferable

Membership of AIA is personal to the Member and is not transferable.

11.7 Register of Members

- (a) There must be a register of all Members of AIA kept by the secretary.
- (b) Subject to this clause 11.7, a copy of the register kept by the secretary must be provided to a Regional President on request.
- (c) The register of Members must contain:
 - (i) the name of each Member and each Non-financial Member;
 - (ii) the residential address and postcode of each Member and each Non-financial Member;
 - (iii) the postal address and postcode of each Member and each Non-financial Member;
 - (iv) the date at which the name of each person was entered in the register as a Member;

- (v) the date at which any person ceased to be a Member during the previous 7 years; and
 - (vi) such other particulars as the National Board may from time to time prescribe.
- (d) If a Member or Non-financial Member requests that their residential address not be disclosed to a third party, that information will not be provided to anyone entitled to receive or inspect the register of Members.
- (e) No name except that of Members may be entered on the register of Members.
- (f) No name may be removed from the register except in accordance with this constitution.

11.8 Regions

- (a) There are to be the following regions:
- (i) ACT and Southern New South Wales;
 - (ii) New South Wales;
 - (iii) Queensland and Northern New South Wales;
 - (iv) South Australia and Northern Territory;
 - (v) Tasmania;
 - (vi) Victoria;
 - (vii) Western Australia.
- (b) Each Member is to be linked to a region according to their residential postcode, or (if their residential postcode is not available or cannot be used) their postal postcode, by reference to this table.

Column 1 Region	Column 2 Postcode of Member appearing in the register of Members
ACT and Southern New South Wales	2535- 2541, 2545 -2551, 2580-2588, 2590, 2594, 2600-2653, 2655, 2656, 2658 - 2661, 2663, 2665, 2666, 2668, 2671, 2672, 2675, 2680, 2681, 2700 - 2703, 2705-2707, 2710, 2712 – 2717, 2720 - 2722, 2725, 2726, 2729, 2730, 2900 - 2920.
New South Wales	Any postcode commencing with the number 2 and not listed in this table for the purposes of defining ACT and Southern New South Wales, Queensland, Northern New South Wales and South Australia and Northern Territory
Queensland and Northern New South Wales	2468-2470, 2474-2476, 2478-2490 4000 – 4999

South Australia and Northern Territory	2880 5000 - 5999 0800 - 0899
Tasmania	7000 - 7999
Victoria	3000 - 3999
Western Australia	6000 - 6999

- (c) If it is not possible to link a Member to a region using a residential or postal address on the register of Members, the National Board may link the Member to a region for the purposes of this clause 11.8 having regard to the Member's wishes and to such other information as is available to the National Board.
- (d) Subject to this clause 11.8, the National Board with the agreement of the Activism and Leadership Committee of each region affected or a general meeting may vary:
 - (i) the number of regions;
 - (ii) the name of a region; and
 - (iii) the means by which a Member is linked to a region under clause 11.8(b).
- (e) A decision of the National Board under clause 11.8(d) may be overturned by a general meeting in the 12 months after the decision was made.

12. General meetings

12.1 Convening general meetings of AIA

- (a) The National Board may, whenever it thinks fit, convene a general meeting of AIA.
- (b) A general meeting of AIA may be convened only as provided by this clause 12.1 or as provided by sections 249D and 249E of the Corporations Act.
- (c) The National Board may postpone, cancel or change the venue for a general meeting, but a general meeting convened under sections 249D and 249E of the Corporations Act may not be postponed beyond the date by which section 249D requires it to be held and may not be cancelled without the consent of the requisitioning Member or Members.
- (d) The National Board must convene an annual general meeting of AIA each calendar year.

12.2 Notice of general meetings of AIA

- (a) Subject to this constitution, notice of a general meeting must be given within the time specified in any applicable Commonwealth legislation or (if there is no such requirement):
 - (i) in the case of an annual general meeting, within 42 days of the proposed date of the meeting;

- (ii) in the case of any other general meeting, within 28 days of the proposed date of the meeting.
- (b) The notice of a general meeting must be sent in accordance with clause 21 to each person who is at the date of the notice:
 - (i) a Member;
 - (ii) an auditor of AIA; and
 - (iii) a member of the NAC appointed under clause 15.1(c)(iii).
- (c) A notice of a general meeting must state the time, date and place of the meeting and the date determined under clause 12.7 by which resolutions are to be provided and, except as provided in clauses 12.2(d) and 12.2(e), state the general nature of the business to be transacted at the meeting.
- (d) A notice of the annual general meeting sent to—
 - (i) a General Meeting Voter;
 - (ii) a director; or
 - (iii) an auditor of AIA—

must include in addition to the matters required under clause 12.2(c)—

 - (iv) a copy of AIA's financial statements for the previous financial year presented in accordance with the requirements of the applicable Commonwealth legislation;
 - (v) a copy of the statement by the directors that must be attached to AIA's accounts that are, or are included in, AIA's financial statements for the accounting period; and
 - (vi) a copy of the auditor's report on AIA's financial statements for the accounting period and AIA's accounting records and other records relating to those financial statements.
- (e) A notice of an annual general meeting must state that the matters to be considered at the annual general meeting will include—
 - (i) consideration and approval of—
 - (A) the minutes of the last annual general meeting and any general meeting held since that annual general meeting; and
 - (B) the financial statements referred to in clause 12.2(d)(iv);
 - (ii) election of directors; and
 - (iii) if there is no auditor, appointment of the auditor of AIA.
- (f) A person may waive notice of a general meeting by notice in writing to the National Board.

- (g) The non-receipt of notice of a general meeting or proxy form by, or a failure to give notice of a general meeting or a proxy form to, a person entitled to receive notice of a General Meeting under this clause 12.2 does not invalidate any act, matter or thing done or resolution passed at the general meeting if—
 - (i) the non-receipt or failure occurred by accident or error; or
 - (ii) before the general meeting, the person:
 - (A) has waived or waives notice of that meeting under clause 12.2(f); or
 - (B) has notified or notify AIA of the person's agreement to that act, matter, thing or resolution by notice in writing to AIA.
- (h) A person's attendance at a general meeting:
 - (i) waives any objection that person may have to a failure to give notice, or the giving of a defective notice, of the meeting unless the person at the beginning of the meeting objects to the holding of the meeting; and
 - (ii) waives any objection that person may have to the consideration of a particular matter at the meeting which is not within the business referred to in the notice of the meeting or in clause 12.2(d), unless the person objects to considering the matter when it is presented.

12.3 Documents to be tabled at an annual general meeting

The directors must cause to be laid before the annual general meeting of AIA a copy of the documents referred to in clause 12.2(d).

12.4 Quorum at general meetings

- (a) No business may be transacted at any general meeting, except the election of a person to chair the meeting and the adjournment of the meeting, unless a quorum is present when the meeting proceeds to business.
- (b) For the purposes of clause 12.4(a), a quorum consists of at least one General Meeting Voter from each of a majority of regions present either in person or by proxy.
- (c) If a quorum is not present within 4 hours after the time appointed for a general meeting—
 - (i) where the meeting was convened upon the requisition of Members, the meeting must be dissolved; or
 - (ii) in the case of an annual general meeting—
 - (A) the meeting stands adjourned to such day, and at such time and place, as the National Board determines or, if no determination is made by the National Board, to the next day at the same time and place; and

- (B) if, at the adjourned meeting, a quorum is not present within 2 hours after the time appointed for the meeting, the General Meeting Voters then present in person or by proxy constitute a quorum; and
- (iii) in any other case—
 - (A) the meeting stands adjourned to such day, and at such time and place, as the National Board determines or, if no determination is made by the National Board, to the next day at the same time and place; and
 - (B) if, at the adjourned meeting, a quorum is not present within 4 hours after the time appointed for the meeting, the meeting must be dissolved.

12.5 Chair of general meetings

- (a) The Chair of the National Board must chair each general meeting.
- (b) If at a general meeting—
 - (i) there is no Chair of the National Board;
 - (ii) the Chair of the National Board is not present within the period of time determined under clause 12.5(c); or
 - (iii) the Chair of the National Board is present within that time but is not willing to chair the meeting—

the General Meeting Voters present must elect, as chair of the meeting, a director or General Meeting Voter who is present and willing to act.
- (c) For the purposes of clause 12.5(b)(ii), the period of time is—
 - (i) the period of time determined by the National Board from time to time; or
 - (ii) where no period of time has been determined by the National Board under clause 12.5(c)(i), 30 minutes.
- (d) The chair of a general meeting may, with the approval of the General Meeting Voters present at the meeting, vacate the chair, in which event the General Meeting Voters present must elect a person who is present and willing to act to replace the chair.
- (e) If a person is elected under clause 12.5(d) for a specified period or until the occurrence of a specified event, that person will preside over the general meeting for that period or until that event occurs, but if no such period or event is specified, that person will preside for the remainder of the general meeting or until they vacate the chair under clause 12.5(d).
- (f) Nothing in this clause 12.5 prevents a portion of a general meeting being chaired by a person, other than the chair, with the consent of the general meeting.

12.6 Conduct of general meetings

- (a) An annual general meeting may adopt standing orders for the conduct of business at general meetings.
- (b) The standing orders must not be inconsistent with any applicable Commonwealth legislation or this constitution, and may provide for any matter, including:
 - (i) the orderly conduct of general meetings;
 - (ii) the management of the business of general meetings;
 - (iii) the appointment of a returning officer;
 - (iv) elections and election procedures;
 - (v) committees and the functions of committees including without limitation:
 - (A) a preparatory committee; and
 - (B) a credentials committee;
 - (vi) the amendment of standing orders; and
 - (vii) the suspension of standing orders.
- (c) Standing orders adopted by an annual general meeting under clause 12.6(a) continue to operate until amended or rescinded at a general meeting.
- (d) This constitution must be interpreted so as to promote and not restrict the operation of the standing orders.
- (e) The person chairing a general meeting may, and must if so directed by the meeting, adjourn the meeting from time to time and from place to place, but no business may be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.
- (f) It is not necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting unless at the adjourned meeting (before adjournment) a resolution is passed requiring notice of the adjournment to be given.
- (g) Subject to this constitution, the standing orders (if any) adopted for the conduct of business at general meetings, and any other applicable law, any question arising at a general meeting relating to the order of business, procedure or conduct of the meeting must be referred to the person then chairing the meeting, whose decision is final.

12.7 Resolutions for consideration at a general meeting

- (a) A resolution for consideration at a general meeting may be proposed by:
 - (i) an Activism Leadership Committee;
 - (ii) the National Board;

- (iii) an AI Group; or
 - (iv) a Member.
- (b) Subject to any provision in the standing orders for emergency resolutions, a proposed resolution must be provided to the secretary in writing before the date (being a date not less than 14 or more than 21 days before the date of the general meeting) determined by the National Board.

12.8 Decisions at general meetings

- (a) Except in the case of any resolution which as a matter of law requires a special majority, questions arising at a general meeting are to be decided by a majority of votes cast by the General Meeting Voters present (whether in person or by proxy) and entitled to vote at the meeting and any such decision is for all purposes a decision of the Members.
- (b) A decision of AIA is binding on all Members.
- (c) In the case of an equality of votes upon any proposed resolution, the person chairing the meeting, in addition to their deliberative vote, has a casting vote.
- (d) A resolution put to the vote of a general meeting must be decided on a show of hands unless a poll is demanded before or immediately after the declaration of the result of the show of hands by—
 - (i) the person chairing the meeting; or
 - (ii) at least five General Meeting Voters present and entitled to vote.
- (e) A demand for a poll does not prevent the general meeting continuing for the transaction of any business other than the question on which the poll has been demanded.
- (f) Unless a poll is duly demanded, a declaration by the person chairing a general meeting that a resolution has on a show of hands been carried or carried unanimously, or carried by a particular majority, or lost, and an entry to that effect in the book containing the minutes of the proceedings of AIA, is conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the resolution.
- (g) If a poll is duly demanded at a general meeting, it will be taken in such manner and either at once or after an interval or adjournment or otherwise as the person chairing the meeting directs, and the result of the poll will be the resolution of the meeting at which the poll was demanded.
- (h) A poll demanded at a general meeting on the election of a person chairing the meeting or on a question of adjournment must be taken immediately.
- (i) The demand for a poll may be withdrawn.

12.9 Voting rights of AIA Members

- (a) Subject to this constitution, at a general meeting every General Meeting Voter present and entitled to vote has one vote.

- (b) Except as otherwise expressly provided in this constitution, no person other than a General Meeting Voter is entitled to vote at a general meeting.
- (c) Any Member may attend and speak at a general meeting but is not entitled to vote at the meeting unless they are a General Meeting Voter or hold the proxy of a General Meeting Voter.
- (d) A person who is not a Member (including a Non-financial Member) may—
 - (i) with the permission of the meeting, attend a general meeting; and
 - (ii) at the invitation of the meeting, speak at a general meeting;
- (e) A proxy is entitled to—
 - (i) the number of votes held by the person for whom they are proxy, in addition to any votes the person may have as a General Meeting Voter in their own right; and
 - (ii) on a show of hands, one vote.
- (f) An objection to the qualification of a person to vote at a general meeting—
 - (i) must be raised before or at the meeting at which the vote objected to is given or tendered; and
 - (ii) must be referred to the person chairing the meeting, whose decision is final.
- (g) A vote not disallowed by the person chairing a meeting under clause 12.9(f) is valid for all purposes.

12.10 Representation at general meetings of AIA

- (a) Subject to this constitution and the standing orders (if any) adopted under sub-clause 12.6, a General Meeting Voter entitled to vote at a general meeting may vote in person or by proxy.
- (b) A proxy must be a Member.
- (c) A proxy may be appointed for all general meetings, or for any number of general meetings, or for a particular general meeting.
- (d) Unless otherwise provided in the instrument, an instrument appointing a proxy for a general meeting will be taken to confer authority—
 - (i) to agree to a meeting being convened by shorter notice than is required by any applicable Commonwealth legislation or by this constitution;
 - (ii) to agree to a resolution being proposed and passed as a special resolution at a meeting of which less than 21 days' notice has been given;
 - (iii) to speak to any proposed resolution on which the proxy may vote;

- (iv) to demand or join in demanding a poll on any resolution on which the proxy may vote;
 - (v) even though the instrument may refer to specific resolutions and may direct the proxy how to vote on those resolutions:
 - (A) to vote on any amendment moved to the proposed resolutions and on any motion that the proposed resolutions not be put or any similar motion;
 - (B) to vote on any procedural motion, including any motion to elect the chair, to vacate the chair or to adjourn the meeting; and
 - (C) to act generally at the meeting; and
 - (vi) even though the instrument may refer to a specific meeting to be held at a specified time or venue, where the meeting is re-scheduled or adjourned to another time or changed to another venue, to attend and vote at the re-scheduled or adjourned meeting or at the new venue.
- (e) An instrument appointing a proxy may direct the manner in which the proxy is to vote in respect of a particular resolution and, where an instrument so provides, the proxy is not entitled to vote on the proposed resolution except as directed in the instrument.
- (f) Subject to clause 12.10(g), an instrument appointing a proxy need not be in any particular form, provided it is in writing, legally valid and signed by the appointer.
- (g) For the purposes of this clause 12.10, a proxy instrument received at an electronic address specified in the notice of meeting for the receipt of proxy instruments, or otherwise received by AIA in accordance with any applicable Commonwealth legislation, is taken to have been signed or executed if the appointment of the proxy:
- (i) includes or is accompanied by a personal identification code allocated by AIA to the person making the appointment;
 - (ii) has been authorised by the person in another manner approved by the directors and specified in or with the notice of meeting; or
 - (iii) is otherwise signed or authenticated in accordance with any applicable Commonwealth legislation.
- (h) Subject to clause 12.10(i), a proxy may not vote at a general meeting or adjourned meeting or on a poll unless the instrument appointing the proxy is deposited with the secretary at the registered office of AIA or at such other place specified for that purpose in the notice convening the meeting before the time for holding the meeting or adjourned meeting or taking the poll (as the case may be).
- (i) The National Board may waive all or any of the requirements of clauses 12.10(g) and 12.10(h) and in particular may, upon the production of such other evidence as the National Board requires to prove the validity of the appointment of a proxy, accept the deposit, tabling or production of a copy (including a copy sent by facsimile or by electronic means) of an instrument appointing a proxy or of the power of attorney or other authority under which the instrument is signed.

- (j) A vote given in accordance with the terms of an instrument appointing a proxy is valid despite the revocation of the instrument or of the authority under which the instrument was executed, if no notice in writing of the revocation has been received by AIA by the time and at one of the places at which the instrument appointing the proxy is required to be deposited, tabled or produced under clause 12.10(h).
- (k) The appointment of a proxy is not revoked by the appointer attending and taking part in the general meeting but, if the appointer votes on any resolution, the proxy is not entitled to vote, and must not vote, as the appointer's proxy on the resolution.

12.11 Appointment and removal of AIA Auditor

- (a) At each annual general meeting, if there is a vacancy in the office of the auditor of AIA, AIA must appoint a person or persons, or firm or firms, to fill the vacancy.
- (b) AIA must not appoint a person or firm as auditor of AIA unless that person or firm has, before the appointment, consented by notice in writing given to AIA or to the National Board to act as auditor and has not withdrawn that consent by similar notice in writing.
- (c) AIA is not entitled to appoint a person or firm as auditor of AIA at its annual general meeting, not being a meeting at which an auditor is removed from office, unless notice of their or its nomination as auditor was given to AIA not less than 21 days before the meeting.
- (d) Where notice of nomination of a person or firm for appointment as auditor of AIA is received by AIA, AIA must:—
 - (i) not less than 7 days before the meeting; or
 - (ii) at the time notice of the meeting is given,—send a copy of the notice of nomination to each person or firm nominated, to each auditor of AIA and to each person entitled to receive notice of general meetings.
- (e) Within 1 month after a vacancy occurs in the office of auditor of AIA (other than a vacancy caused by the removal of an auditor from office), if:—
 - (i) there is no surviving or continuing auditor of AIA; and
 - (ii) AIA, at a general meeting, has not appointed a person or persons, a firm or firms, or a person or persons and a firm or firms, to fill the vacancy,—the National Board must appoint a person or persons, firm or firms, or a person or persons and a firm or firms, to fill the vacancy.
- (f) Where the auditor of AIA is removed from office at a general meeting in accordance with section 329 of the Corporations Act:
 - (i) AIA may at that meeting (without adjournment), by a resolution passed by a majority of not less than three quarters of those who being entitled to do so, vote in person or, where proxies are allowed, by proxy, appoint as auditor or auditors a person or persons, firm or firms, or a person or

persons and a firm or firms, to whom or which has been sent a copy of the notice of nomination in accordance with the Corporations Act; or

- (ii) if such a resolution is not passed or, by reason only that such a copy of the notice of nomination has not been sent to a person, could not be passed, the meeting may be adjourned to a day not earlier than 20 days and not later than 30 days after the day of the meeting and AIA may, at the adjourned meeting, by ordinary resolution appoint as auditor or auditors a person or persons, firm or firms, or a person or persons and firm or firms, notice of whose nomination or appointment as auditor has been received by AIA from a Member at least 14 clear days before the day to which the meeting is adjourned.

12.12 Number of General Meeting Voters

- (a) The Members linked to a region are entitled to elect as General Meeting Voters in respect of that region the number of General Meeting Voters determined in accordance with this sub-clause 12.12.
- (b) The number of General Meeting Voters in respect of each region will be determined at a date to be determined by the National Board.
- (c) The number of General Meeting Voters determined in respect of each region will be:
 - (i) 5 General Meeting Voters; plus
 - (ii) subject to clause 12.12(d), an additional General Meeting Voter for each whole 3 per centum by which the Members linked to that region are a proportion of the number of Members of AIA.
- (d) Despite clause 12.12(c), the number of General Meeting Voters in respect of any one region must not exceed:
 - (i) if a determination under clause 12.12(c) would result in the number of General Meeting Voters in respect of any two regions together exceeding 50 per centum of the total number of General Meeting Voters to be elected, 12 for each of those two regions; or
 - (ii) in any case, 14.

12.13 Election of General Meeting Voters

- (a) For each region, there must be an election each year for General Meeting Voters.
- (b) Nominations for election for General Meeting Voters with respect to a region must be sought from all Members linked to that region by the secretary at a time between 3 and 5 months prior to the date fixed by the National Board for the next annual general meeting.
- (c) A nomination for election as a General Meeting Voter for a region must be:
 - (i) in the form, or substantially in the form, and accompanied by any information or material specified by the secretary having regard to any directions of the National Board;

- (ii) proposed and seconded by Members linked to the region to which the nominee is linked; and
 - (iii) consented to by the nominee by their signature or in some other way to the satisfaction of the secretary; and
 - (iv) provided to the secretary by the closing date for nominations.
- (d) The closing date for nominations must be at least 21 days after the date on which nominations were sought.
- (e) An election for General Meeting Voters must be conducted by postal or electronic ballot, or by both a postal and electronic ballot, and in such a way that every Member who wishes to vote can do so.
- (f) In addition to the General Meeting Voters elected under this clause 12.13 there may be up to be 3 reserves in respect of each region.
- (g) Subject to clauses 12.13(i) and 12.13(j), candidates are elected to be General Meeting Voters or General Meeting Voter reserves in respect of a region by reference to the number of votes received, with those receiving most votes elected first.
- (h) A candidate must receive at least 5 votes to qualify to be a General Meeting Voter or General Meeting Voter reserve.
- (i) If there are an equal number of votes for the final position of General Meeting Voter or General Meeting Voter reserve, the secretary must appoint two persons who are not Members to determine the outcome by lot in a manner directed by the secretary, and each of those persons must certify to the secretary in writing the results of that determination and that it was undertaken in accordance with the direction of the secretary.
- (j) The secretary must:
- (i) within 3 Business Days of the result of an election notify each candidate of the result; and
 - (ii) subject to clause 12.13(k), publish the results between two and four Business Days after that notification.
- (k) The secretary must, to the fullest extent reasonably possible:
- (i) ensure that the results for all elections for General Meeting Voters are posted at the same time; and
 - (ii) ensure that the results of the elections conducted under this clause 12.13 are posted at the same time as the results of elections for ALC members conducted under clause 14.3,
- and may delay publishing the results beyond the period specified in clause 12.13(j) in order to do so.
- (l) The term of a General Meeting Voter elected under this clause 12.13 commences on the day after the notice of that person's election has been

published by the secretary under clause 12.13(j) and concludes when the term of the General Meeting Voters elected in the following year commences.

- (m) A General Meeting Voter is eligible for re-election.

13. National Board

13.1 Composition of National Board

- (a) The National Board comprises:
- (i) 7 elected directors; and
 - (ii) up to 2 additional directors.
- (b) For the purposes of clause 13.1(a)(i), there are three classes of elected directors, as provided for in the following table:

Class:	Number in the class	To be elected at annual general meetings held in:
I	3	2019 and each 3 rd year thereafter
II	2	2020 and each 3 rd year thereafter
III	2	2021 and each 3 rd year thereafter

- (c) An additional director is for all purposes a director and has all the rights of a director.

13.2 Powers and duties of the National Board

- (a) The National Board is responsible for managing the business of AIA and may exercise to the exclusion of AIA in general meeting all the powers of AIA which are not required, by applicable Commonwealth legislation or by this constitution, to be exercised by AIA in general meeting. Without limiting the generality of this clause 13.2, the National Board has the following powers and responsibilities:
- (i) interpreting and carrying out resolutions passed at general meetings;
 - (ii) preparing recommendations for consideration at general meetings;
 - (iii) implementing in Australia decisions of the International Council or Global Assembly;
 - (iv) making bylaws and rules for the purposes of AIA that are not inconsistent with applicable Commonwealth legislation, or this constitution for the purposes of giving effect to any decision of—
 - (A) the International Council or Global Assembly;
 - (B) the International Board;
 - (C) AIA in general meeting; or

(D) the National Board.

- (b) Without limiting the generality of clause 13.2(a), the National Board may—
- (i) exercise all the powers of AIA to borrow or otherwise raise money, to charge any property or business of AIA and to issue debentures or give any other security for a debt, liability or obligation of AIA or of any other person;
 - (ii) determine how cheques, promissory notes, bankers drafts, bills of exchange or other negotiable instruments must be signed, drawn, accepted, endorsed or otherwise executed, as the case may be, by or on behalf of AIA;
 - (iii) pay out of AIA's funds all expenses of the promotion, formation and registration of AIA and the vesting in it of the assets acquired by it;
 - (iv) without limiting the generality of clause 17 appoint or employ any person to be an officer, agent or attorney of AIA for such purposes with such powers, discretions and duties (including powers, discretions and duties vested in or exercisable by the National Board), for such period and upon such conditions as they think fit;
 - (v) authorise an officer, agent or attorney to delegate all or any of the powers, discretions and duties vested in the officer, agent or attorney; and
 - (vi) subject to any contract between AIA and the relevant officer, agent or attorney, remove or dismiss any officer, agent or attorney of AIA at any time, with or without cause.
- (c) A power of attorney may contain such provisions for the protection and convenience of the attorney or persons dealing with the attorney as the National Board thinks fit.
- (d) The National Board may from time to time provide for the management of the affairs of AIA in each of the States and Territories in such manner as it thinks fit.
- (e) Nothing in this constitution prejudices, limits or restricts the generality of clause 13.2(d).
- (f) Subject to clause 13.2(g), the National Board must not perform its functions or exercise its powers in a manner that is inconsistent with a resolution of a general meeting.
- (g) The National Board may decide to perform its functions or exercise its powers in a manner that is inconsistent with a resolution of a general meeting if all, or all but one, of the eligible current directors vote in favour of that decision and the decision is reached in good faith.
- (h) For the purposes of clause 13.2(g), performance of functions and exercise of powers includes refraining from performing functions or exercising powers.
- (i) In addition to any other duties imposed upon them under this constitution or by law, each director is under the following duties:

- (i) to act bona fide in the interests of AIA as a whole;
- (ii) to exercise powers for the purpose for which they are conferred and not for any collateral or improper purpose;
- (iii) to retain discretion;
- (iv) to avoid being placed in a position of conflict of interest;
- (v) at all times to act honestly in the exercise of their powers and the discharge of the duties of their office;
- (vi) not to misuse information or position; and
- (vii) to exercise the degree of care and skill that a reasonable person in a like position in a corporation would exercise in the corporation's circumstances.

13.3 Election of directors

- (a) At each annual general meeting there is to be an election:—
 - (i) to replace the directors in the Class for which the period of office has concluded; and
 - (ii) to fill for the balance of the term of each other Class any casual vacancy that has occurred in that Class since the last annual general meeting.
- (b) A director must be a Member.
- (c) A director must not be a member of an Activism Leadership Committee.
- (d) Nominations for candidates for election as directors at an annual general meeting must be given by notice to the secretary and be:
 - (i) in writing;
 - (ii) made by a Member;
 - (iii) supported by a Member;
 - (iv) consented to by the nominee either in writing or personally before the election;
 - (v) substantially in the form, and accompanied by any information or material, required by the Nominations and Assessment Committee; and
 - (vi) made before a time specified by the Nominations and Assessment Committee in the call for nominations.

13.4 Appointments by the National Board

- (a) Subject to paragraph (d), where there is a casual vacancy in the position of an elected director, the National Board may appoint a Member to fill that casual vacancy until the conclusion of the next annual general meeting.

- (b) The total number of directors must not, as a result of an appointment to fill a casual vacancy at any time be:
 - (i) greater than the maximum number allowed under this constitution; or
 - (ii) less than the minimum number required by any applicable Commonwealth legislation.
- (c) Subject to paragraph (d), the National Board may appoint one additional director or two additional directors.
- (d) The National Board may not appoint a person to fill a casual vacancy under clause 13.5(a) or as an additional director if under clause 13.5(e) the person was not eligible for election at the previous annual general meeting
- (e) Before appointing an additional director the National Board must seek from the Nominations and Assessment Committee its view as to whether—
 - (i) there is a need to appoint an additional director to meet a need in relation to skills or diversity; and
 - (ii) the person proposed to be appointed as an additional director has the skills or attributes that need to be met.
- (f) A summary by the NAC of its response to an invitation under clause 13.4(d) in relation to a person subsequently appointed by the National Board under clause 13.4(c) that was received by the National Board within 30 days of the invitation must be provided to the next annual general meeting.
- (g) The National Board must appoint a person to be the company secretary. The company secretary must be—
 - (i) a director; or
 - (ii) the National Director or a member of the staff of AIA nominated by the National Director and agreed by the National Board; or
 - (iii) a suitably qualified Member.

13.5 Terms of office as director

- (a) A director elected at an annual general meeting holds office until the next annual meeting at which all members of that director's Class are to be elected under clause 13.1(b).
- (b) A director appointed under clause 13.4(a) holds office until the conclusion of the next annual general meeting.
- (c) An additional director appointed under clause 13.1(a)(ii) holds office for a term not exceeding 3 years as determined by the National Board at the time of their appointment, and must not hold office as an additional director for any single period exceeding 3 years.
- (d) Subject to clause 13.5(e), a director is eligible for re-election.

- (e) A director is not permitted to serve more than 3 consecutive terms and is not eligible for election to a fourth consecutive term at an annual general meeting.
- (f) For the purposes of clause 13.5(e), **term** means—
 - (i) a period, regardless of its length, between when a person is first elected under clause 13.43 to a Class of elected director and the next annual meeting at which all members of that Class are to be elected under clause 13.1(b); and
 - (ii) in the case of an additional director, the term determined by the National Board under clause 13.5(b)—

but does not mean a period during which a director is appointed to fill a casual vacancy under clause 13.5(b).
- (g) A retiring director remains in office until the dissolution of the meeting at which they retire.

13.6 Designated board roles

The National Board determines the title and function of any designated role on the National Board and appoints individual directors to those designated roles (including the office of chair).

13.7 National Board Vacancies

- (a) The office of a director becomes vacant:
 - (i) in the circumstances prescribed by applicable Commonwealth legislation;
 - (ii) if the director resigns by notice in writing to AIA;
 - (iii) if the director is removed from office pursuant to clause 13.7(b);
 - (iv) if the director becomes of unsound mind or a person who is, or whose estate is, liable to be dealt with in any way under the law relating to mental health;
 - (v) if the director holds an office or position remunerated by salary, wages or fees within AIA;
 - (vi) if the director is directly or indirectly interested in a contract or proposed contract with AIA;
 - (vii) if they cease to be a Member;
 - (viii) if they become a Non-financial Member;
 - (ix) if the period for which they were elected or appointed expires; or
 - (x) if they die.
- (b) AIA in general meeting may remove a director.

- (c) The grounds on which a director can be removed under clause 13.7(b) are:
 - (i) the person contravened or failed to comply with a provision of this constitution;
 - or
 - (ii) the person acted in a manner contrary to, or has failed to perform, an obligation required by AIA in general meeting.

13.8 Remuneration of directors

- (a) AIA must not pay or give any remuneration or other benefit in money or money's worth to any director in their capacity as such except:
 - (i) repayment of all travelling and other expenses properly incurred by them in connection with the affairs of AIA, including, without limitation, attending and returning from general meetings or meetings of the National Board where that amount does not exceed an amount previously approved by the National Board; and
 - (ii) payment of reasonable and proper rent for premises demised or let by them to AIA.
- (b) All payments made by AIA to a director pursuant to this clause 13.8(a)(ii) must be approved by the National Board.

13.9 Interested directors

- (a) A director must not hold any office of or position in AIA remunerated by salary, wages or fees.
- (b) A director may be or become a director or other officer of, or otherwise interested in, any related body corporate or any other body corporate promoted by AIA or in which AIA may be interested as a shareholder or otherwise and is not accountable to AIA for any remuneration or other benefits received by the director as a director or officer of, or from having an interest in, that body corporate.
- (c) The National Board may exercise the voting rights conferred by shares in any body corporate held or owned by AIA in such manner in all respects as the National Board thinks fit (including voting in favour of any resolution appointing a director as a director or other officer of that body corporate or voting for the payment of remuneration to the directors or other officers of that body corporate) and a director may, if permitted by law, vote in favour of the exercise of those voting rights notwithstanding that they are, or may be about to be appointed, a director or other officer of that other body corporate and, as such, interested in the exercise of those voting rights.
- (d) Notwithstanding that certain provisions of section 191 of the Corporations Act relating to declarations of interest do not apply to AIA it is hereby provided that the following provisions will apply to the directors:
 - (i) a director who is in any way, whether directly or indirectly, interested in a contract or proposed contract with AIA must, as soon as practicable after

the relevant facts have come to the knowledge of the director, declare the nature of the interest at a meeting of the National Board;

- (ii) a director who holds any office or possesses any property whereby, whether directly or indirectly, duties or interests might be created in conflict with their duties or interests as a director must in accordance with clause 13.9(d)(iii) declare at a meeting of the National Board the act and nature, character and extent of the conflict;
- (iii) a declaration required by clause 13.9(d)(ii) in relation to the holding of an office or the possession of any property must be made by a person:
 - (A) where the person holds the office or possesses the property as mentioned in clause 13.9(d)(ii) when the person becomes a director - at the first meeting of the National Board held after:
 - (1) the person becomes a director; or
 - (2) the relevant facts as to the holding of the office or the possession of the property came to the person's knowledge,whichever is the later;
 - (B) where the person begins to hold the office or comes into possession of the property as mentioned in clause 13.9(d)(ii) after the person becomes a director at the first meeting of the National Board held after the relevant facts as to the holding of the office or the possession of the property came to the person's knowledge;
- (iv) the secretary must record every declaration made under this clause 13.9(d) in the minutes of the meeting in which it was made;
- (v) the requirements of clause 13.9(d) do not apply in respect of an interest of a director that consists only of being a member or creditor of a corporation that is interested in a contract or a proposed contract with AIA if the interest of the director may properly be regarded as not being a material interest; and
- (vi) a director must not be taken to be, or to have been at any time, interested in a contract or proposed contract merely because:
 - (A) where the contract or proposed contract relates to a loan to AIA - the director has guaranteed or joined in guaranteeing the repayment of the loan or any part of the loan; or
 - (B) where the contract or proposed contract has been or will be made with or for the benefit or on behalf of a body corporate that is related to AIA - the director is a director of that body corporate.
- (e) In addition to any disclosure required under clause 13.9(d), the National Board may make regulations requiring the disclosure of interests that the director, and any person deemed by the National Board to be related to or associated with the director, may have in any matter concerning AIA or a related body corporate. The extent of and conditions on which disclosure is required will be determined

by the National Board. Any regulations made under this clause 13.9 bind all directors.

13.10 Proceedings of the National Board

- (a) Subject to this constitution, the directors may meet together for the dispatch of business and adjourn and otherwise regulate their meetings as they think fit.
- (b) The contemporaneous linking together by telephone or other method of audio or audio visual communication of a number of directors sufficient to constitute a quorum, constitutes a meeting of the National Board and all the provisions in this constitution relating to meetings of the National Board apply, so far as they can and with such changes as are necessary, to meetings of the National Board by telephone or audio or audio visual communication.
- (c) A director participating in a meeting by telephone or audio or audio visual communication is to be taken to be present in person at the meeting.
- (d) A meeting by telephone or audio or audio visual communication is to be taken to be held at the place determined by the person chairing the meeting provided that at least one of the directors involved was at that place for the duration of the meeting.

13.11 Convening of meetings of the National Board

- (a) A meeting of the National Board may be convened by 3 or more directors whenever they think fit.
- (b) The secretary must convene a meeting of the National Board on the requisition of 3 or more directors.
- (c) Unless otherwise approved in a general meeting, at least 3 meetings of the National Board must be held in each financial year.

13.12 Notice of meetings of the National Board

- (a) Subject to this constitution, notice of a meeting of the National Board must be given to each person who is at the time of giving the notice a director, other than a director on leave of absence approved by the National Board.
- (b) A notice of a meeting of the National Board:
 - (i) must specify the time and place of the meeting;
 - (ii) need not state the nature of the business to be transacted at the meeting;
 - (iii) may be given immediately before the meeting; and
 - (iv) may be given in person or by post, facsimile transmission, telephone or other method of written, audio or audio visual communication.
- (c) A director may waive notice of any meeting of the National Board by notifying the National Board to that effect in person or by post, facsimile transmission, telephone or other method of written, audio or audio visual communication.

- (d) The non-receipt of notice of a meeting of the National Board by, or a failure to give notice of a meeting of the National Board to, a director does not invalidate any act, matter or thing done or resolution passed at the meeting if:
 - (i) the non-receipt or failure occurred by accident or error;
 - (ii) before or after the meeting, the director:
 - (A) has waived or waives notice of that meeting under clause 13.12(c); or
 - (B) has notified or notifies the National Board of
 - (C) their agreement to that act, matter, thing or resolution personally or by post, facsimile transmission, telephone or other method of written, audio or audio visual communication;
 - (iii) the director attended the meeting; or
 - (iv) the secretary reasonably believes (after making all due enquiries) that the director:
 - (A) cannot be located; or
 - (B) is not capable, by reason of a medical condition, of participating in consideration of the resolution.
- (e) Attendance by a director at a meeting of the National Board waives any objection that director may have to a failure to give notice of the meeting.

13.13 Quorum

- (a) No business may be transacted at a meeting of the National Board unless a quorum of directors is present at the time the business is dealt with.
- (b) A quorum consists of:
 - (i) if the directors have fixed a number for the quorum, that number of directors;
 - (ii) if the directors have not fixed such a number in the case of the National Board, a majority of the directors.
- (c) If there is a vacancy in the office of a director, the remaining director or directors may act but, if the number of remaining directors is not sufficient to constitute a quorum at a meeting of the National Board, the remaining director or directors may only act in an emergency or for the purpose of increasing the number of directors to a number sufficient to constitute a quorum or of convening a general meeting.
- (d) A director may not carry a proxy for another director.

13.14 Chairing meetings of the National Board

Each meeting of the National Board must be chaired by the person (if any) holding the office of chair or in the absence of a chair, by a director selected by the National Board.

13.15 Decisions of National Board

- (a) A meeting of the National Board at which a quorum is present, is competent to exercise all or any of the authorities, powers and discretions vested in or exercisable by the National Board under this constitution.
- (b) Questions arising at a meeting of the National Board are to be decided by a majority of votes cast by the directors present at the meeting and any such decision is for all purposes a determination of the National Board.
- (c) If, on any question before the meeting, a majority of those voting do not vote in favour, the question is resolved in the negative.

13.16 Written Resolutions of the National Board

- (a) Other than in the case of a decision made under clause 13.2(g), if:
 - (i) all of the eligible current directors assent by a majority of not less than three quarters of those eligible to vote, to a document containing a statement to the effect that an act, matter or thing has been done or resolution has been passed; and
 - (ii) the directors who assent to the document would have constituted a quorum at a meeting of the National Board held to consider that act, matter, thing or resolution,then the act, matter, thing or resolution is to be taken as having been done at or passed by a meeting of the National Board.
- (b) For the purposes of clause 13.16(a):
 - (i) the meeting is to be taken as having been held on the day on which the document was assented to and at the time at which the document was last assented to by a director;
 - (ii) 2 or more separate documents in identical terms each of which is assented to by one or more directors are to be taken as constituting one document; and
 - (iii) a director may signify assent to a document by signing the document or by notifying the National Board of the director's assent in person or by post, facsimile transmission, telephone or other method of written, audio or audio visual communication.
- (c) Where a director signifies assent to a document otherwise than by signing the document, the director must by way of confirmation sign the document at the next meeting of the National Board attended by that director, but failure to do so does not invalidate the act, matter, thing or resolution to which the document relates.
- (d) Where a document is assented to in accordance with clause 13.16(a), the document is to be taken as constituting a minute of a meeting of the National Board.

- (e) A decision made under clause 13.2(g) may be taken in accordance with this clause 13.16, but it must in all respects satisfy the requirements of clause 13.2(g).

13.17 Committees of the National Board

- (a) The National Board may establish committees to assist it in performing its functions.
- (b) A committee may consist of such number of directors and other Members as the National Board thinks fit. At least one member of a committee must be a director and every member of a committee must be a Member.
- (c) The National Board may delegate any of its powers and assign any of its functions to a committee established under this clause 13.17.
- (d) A committee to which any powers have been so delegated or to which any functions have been so assigned must exercise the powers delegated and the functions assigned in accordance with any directions and terms of reference determined by the National Board.
- (e) The provisions of this constitution applying to meetings and resolutions of the National Board apply, so far as they can and with such changes as are necessary, to meetings and resolutions of a committee of the National Board.

13.18 Delegation to individual directors

- (a) The National Board may delegate any of its powers to one director.
- (b) A director to whom any powers have been so delegated must exercise the powers delegated in accordance with any directions of the National Board.

13.19 Validity of acts

An act done by the National Board, a meeting of the National Board, a committee of the National Board or a person acting as a director is not invalidated by reason only of:

- (i) a defect in the appointment of the person as a director; or
- (ii) the person being disqualified to be a director, having vacated office, or not being entitled to vote,

if that circumstance was not known by the person or the directors or committee (as the case may be) when the act was done.

14. Committees for activism

14.1 Activism and Membership Committee

- (a) The Activism and Membership Committee is a committee of the board for the purposes of clause 13.17.
- (b) The composition of the Activism and Membership Committee is determined by the National Board, and includes:
 - (i) a chair appointed by the National Board; and

- (ii) members elected by the Activism Leadership Committees;
- (c) The functions of the Activism and Membership Committee are set by the National Board, and include advising the National Board on matters relating to activism, membership, training and campaigning, and being the primary point of liaison with ALCs.
- (d) ALCs are primarily accountable to the Activism and Membership Committee.

14.2 Activism Leadership Committees

- (a) For each region, there is an Activism Leadership Committee.
- (b) The number of persons constituting each ALC is determined by the National Board on the advice of the Activism and Membership Committee, and must be not less than 5 or more than 12.
- (c) If the National Board alters the number of persons constituting an ALC, it must at the same time determine for the purposes of clause 14.3:—
 - (i) the Class or Classes to which any additional members are added or from which any reduced members are to be removed; and
 - (ii) make such other decisions, or put in place such other consequential arrangements, as are necessary for the purposes of that clause.

14.3 Elections of Activism Leadership Committee

- (a) Elections of ALC members are to be conducted by the secretary at the same time and in the same manner as elections for General Meeting Voters under clause 12.13.
- (b) Each ALC has two Classes of ALC member as set out in the following table:

Class	Number	To be elected for a period of two years commencing in:
A	Half the number of members of the ALC or, if the number of members is an odd number, the next whole number greater than half	Each odd-numbered year
B	The number of members of the ALC less the number of members in Class A.	Each even-numbered year

- (c) Elections are to be conducted by the secretary for all the ALC members of the Class to be elected in that year, and for any casual vacancies in the other Class.
- (d) Nominations for election under this clause 14.3 must be:

- (i) in writing;
 - (ii) made by two Members linked to that region, other than the nominee;
 - (iii) consented to by the nominee either in writing or personally before the election;
 - (iv) substantially in the form and accompanied by any information or material required in the call for nominations; and
 - (v) made before a time specified in the call for nominations.
- (e) Candidates are elected to the Class to be elected in that year, or to the Class in which there are casual vacancies, by reference to the number of votes received, with those receiving most votes elected to the Class to be elected in that year.
- (f) If there are an equal number of votes for the final position or positions as member of a Class, the secretary must appoint two persons who are not Members to determine the outcome by lot in a manner directed by the secretary, and each of those persons must certify to the secretary in writing the result of that determination and that it was undertaken in accordance with the direction of the secretary.
- (g) The secretary must:
- (i) within 3 Business Days of the result of an election notify each candidate of the result; and
 - (ii) subject to clause 14.3(h), publish the results between two and four Business Days after that notification.
- (h) The secretary must, to the fullest extent reasonably possible—
- (i) ensure that the results for all elections for ALC members are posted at the same time; and
 - (ii) ensure that the results of the elections conducted under this clause 14.3 are posted at the same time as the results of elections for General Meeting Voters conducted under clause 12.13—
- and may delay publishing the results beyond the period specified in clause 14.3(g) in order to do so.
- (i) The term of an ALC member elected under this clause 14.3 commences on the day after notice of that ALC member's election has been published by the secretary under clause 14.3(g).
 - (j) An ALC member is eligible for re-election.

14.4 Powers and Duties of an Activism Leadership Committee

- (a) The primary functions of an ALC are:

- (i) to support Members and activism linked to the region to provide input into human rights campaigns and activism strategy; and
 - (ii) to co-ordinate regional events and activities.
- (b) Subject to this Constitution and the general direction of the National Board, an Activism Leadership Committee has responsibility for:
 - (i) leading the participation and engagement of Members in AIA's campaigns;
 - (ii) requesting and receiving information and reports on behalf of local Members from the National Board;
 - (iii) contributing to consideration of Amnesty International's human rights policies; and
 - (iv) when appropriate, organizing meetings of Members linked to their region.
- (c) In the exercise of their responsibilities in clause 14.4(b), an ALC may:
 - (i) apply moneys in such manner as may be directed or approved by the National Board; and
 - (ii) formulate a corporate, strategic or like plan in relation to its functions and responsibilities, having regard to any strategic or corporate plan of AIA.
- (d) An ALC must provide to the Activism and Membership Committee annually and at other times when requested, the ALC's plans and reports and other information as may be determined by the Activism and Membership Committee.

14.5 Membership qualification

An ALC member must be a Member and must be linked to the region of that ALC.

14.6 Regional roles

- (a) For each region, there is a Regional President.
- (b) The Regional President is the ALC member for the time being holding that role by a decision of the ALC.
- (c) An ALC may decide to establish other roles and appoint ALC members to those roles. An ALC member (including the Regional President) may hold one or more such roles.

14.7 Vacancies on Activism Leadership Committees

- (a) An ALC member continues as an ALC member until:
 - (i) the commencement of the term of a person elected to succeed them; or
 - (ii) they otherwise cease to be an ALC member pursuant to this constitution.
- (b) The office of an ALC member becomes vacant:

- (i) if they resign by notice in writing to the secretary;
 - (ii) if the National Board removes the ALC member before the expiration of their period of office on the recommendation of the relevant ALC and the Activism and Membership Committee;
 - (iii) if they have not been granted leave of absence and is absent from three consecutive Committee meetings without reasonable excuse;
 - (iv) if they become of unsound mind or a person who is, or whose estate is, liable to be dealt with in any way under the law relating to mental health;
 - (v) if they hold an office or position remunerated by salary, wages or fees within AIA; or
 - (vi) if they are directly or indirectly interested in a contract or proposed contract with AIA.
- (c) Subject to clause 14.7(d), a vacancy in the membership of an ALC may be filled by the remaining ALC members.
- (d) If there are fewer than five members of an ALC, the National Board following consultation with the Activism and Membership Committee may—
- (i) appoint one or more Members linked to that region as ALC members; and
 - (ii) at its discretion, determine the Class to which the ALC members so appointed are assigned—
- but the number so appointed must not result in the total number of ALC members in that ALC exceeding the number most recently determined under clause 14.2(b).

14.8 Remuneration of ALC members

Neither AIA nor an ALC must pay or give any remuneration or other benefit in money or money's worth to any ALC member in their capacity as such except:

- (a) repayment of all travelling and other expenses properly incurred by them in connection with the affairs of the region or AIA where that amount does not exceed an amount previously approved by the National Board; and
- (b) payment of reasonable and proper rent for premises demised or let by them to AIA.

14.9 Interested ALC members

- (a) An ALC member must not hold any office or position in AIA remunerated by salary, wages or fees.
- (b) An ALC member may be or become a director or other officer of, or otherwise interested in, any related body corporate or any other body corporate promoted by AIA or in which AIA may be interested as a shareholder or otherwise and is

not accountable to AIA for any remuneration or other benefits received as a director or officer of, or from having an interest in, that body corporate.

- (c) Notwithstanding that certain provisions of section 191 of the Corporations Act relating to declarations of interest do not apply to ALCs, until otherwise determined by the National Board it is hereby provided that the following provisions will apply to ALC members:
- (i) an ALC member who is in any way, whether directly or indirectly, interested in a contract or proposed contract with AIA must, as soon as practicable after the relevant facts have come to their knowledge, declare the nature of the interest at a meeting of the Activism Leadership Committee;
 - (ii) an ALC member who holds any office or possesses any property whereby, whether directly or indirectly, duties or interests might be created in conflict with their duties or interests as an ALC member must in accordance with clause 14.9(c)(iii) declare at a meeting of the Activism Leadership Committee the act and nature, character and extent of the conflict;
 - (iii) a declaration required by clause 14.9(c)(ii) in relation to the holding of an office or the possession of any property must be made by a person:
 - (A) where the person holds the office or possesses the property as mentioned in clause 14.9(c)(ii) when the person becomes a member of an Activism Leadership Committee - at the first meeting of that Committee held after:
 - (1) the person becomes a member of that Committee; or
 - (2) the relevant facts as to the holding of the office or the possession of the property came to the person's knowledge—whichever is the later;
 - (B) where the person begins to hold the office or comes into possession of the property as mentioned in clause 14.9(c)(ii) after the person becomes a member of an Activism Leadership Committee - at the first meeting of that Committee held after the relevant facts as to the holding of the office or the possession of the property came to the person's knowledge;
 - (iv) the Regional President must provide to the secretary a record of every declaration made under this clause 14.9(c);
 - (v) the requirements of clause 14.9(c) do not apply in respect of an interest of an ALC member that consists only of being a member or creditor of a corporation that is interested in a contract or a proposed contract with AIA if the interest of that ALC member may properly be regarded as not being a material interest; and
 - (vi) an ALC member must not be taken to be, or to have been at any time, interested in a contract or proposed contract merely because—

- (A) where the contract or proposed contract relates to a loan to AIA - the ALC member has guaranteed or joined in guaranteeing the repayment of the loan or any part of the loan; or
- (B) where the contract or proposed contract has been or will be made with or for the benefit or on behalf of a body corporate that is related to AIA - the ALC member is a director of that body corporate.

14.10 Meetings and proceedings of an Activism Leadership Committee

- (a) Subject to this constitution, the ALC members may meet together for the dispatch of business and adjourn and otherwise regulate their meetings and how they make decisions as they think fit.
- (b) An ALC must meet at least 3 times in each calendar year.
- (c) An ALC may decide to grant an ALC member leave of absence for any specified period that it sees fit and must notify the secretary of every such decision including the period so specified.
- (d) Notice of a meeting of an ALC must be given to each person who is at the time of giving the notice an ALC member, other than an ALC member on leave of absence approved by the ALC.
- (e) The notice must specify the time, date and place of the meeting and the means by which it is to be conducted.
- (f) An ALC member may waive notice of any meeting of the ALC by notifying the Regional President to that effect or by attending the meeting.
- (g) The non-receipt of notice of a meeting of an ALC by, or a failure to give notice of a meeting of an ALC to, an ALC member does not invalidate any act, matter or thing done or resolution passed at the meeting if:
 - (i) the non-receipt or failure occurred by accident or error;
 - (ii) before or after the meeting, the ALC member :
 - (A) has waived or waives notice of that meeting under clause 14.10(c); or
 - (B) has notified or notifies the Regional President of their agreement to that act, matter, thing or resolution personally or by post, facsimile transmission, telephone or other method of written, audio or audio visual communication; or
 - (iii) the ALC member attended the meeting.
- (h) No business may be transacted at a meeting of an ALC unless a quorum of ALC members is present at the time the business is dealt with.
- (i) A quorum consists of a majority of the current ALC members, not counting any ALC members with leave of absence.

14.11 Decisions of an Activism Leadership Committee

- (a) A meeting of an ALC at which a quorum is present is competent to exercise all or any of the authorities, powers and discretions vested in or exercisable by an ALC under this constitution.
- (b) Questions arising at a meeting of an ALC are to be decided by a majority of votes cast by the ALC members present at the meeting and any such decision is for all purposes a determination of the ALC.
- (c) If, on any question before the meeting, a majority of those voting do not vote in favour, the question is resolved in the negative.
- (d) An ALC member may not appoint a proxy.

14.12 Validity of acts

An act done by an ALC, a meeting of an ALC, or a person acting as an ALC member is not invalidated by reason only of—

- (i) a defect in the appointment of the person as an ALC member; or
- (ii) the person being disqualified to be an ALC member, having vacated office, or not being entitled to vote—

if that circumstance was not known by the person or the ALC members (as the case may be) when the act was done.

14.13 Activism Forum

- (a) There is to be an Activism Forum.
- (b) The purpose of the Activism Forum is to provide an informal forum for Members to gather and exchange views on various issues related to activism, such as AIA's strategy, campaigning and priorities.
- (c) Any Member may attend an Activism Forum.
- (d) The agenda, content and location of each Activism Forum are to be determined by the Activism and Membership Committee and approved by the National Board.
- (e) The Activism Forum is to be held at least once every two years.

15. Nomination and Assessment Committee

15.1 Establishment of Nomination and Assessment Committee

- (a) There is to be a Nomination and Assessment Committee.
- (b) The primary purpose of the NAC is, in relation to candidates for election as directors, to identify candidates and to assess the suitability of candidates.
- (c) The NAC has 3 members of whom:

- (i) 1 is a Member elected at every second annual general meeting for a term of two years (with a maximum of 2 consecutive terms);
 - (ii) 1 is a Member appointed by the National Board for a single term of three to four years; and
 - (iii) 1 is appointed by the National Board and is a person who is not a Member and who has specific expertise in executive and non-executive director recruitment. The term for appointment of this NAC member is to be determined by the National Board, but must not exceed 5 years.
- (d) In addition to electing an NAC member under clause 15.1(c)(i), the annual general meeting must also elect 2 reserves for that NAC member's position.
 - (e) If there is a vacancy in the NAC position referred to in clause 15.1(c)(i) that cannot be filled because there are no reserves, the National Board must fill the vacancy for the balance of the term of two years, as well as appointing reserves under clause 15.1(f).
 - (f) If the annual general meeting does not elect 2 reserves, the National Board must appoint sufficient reserves to bring the number to 2 at the first possible opportunity.
 - (g) The NAC appoints its own chair.
 - (h) If an NAC member elected under clause 15.1(c)(i) ceases to be a member of the NAC, their position is filled for the balance of their term by a reserve elected under clause 15.1(d). The reserves will fill such a vacancy in an order agreed between them or, in the absence of agreement, by lot.
 - (i) Upon being elected or appointed as an NAC member or an NAC reserve, a person must execute a deed by which their position will automatically be vacated in the event that they seek to be considered for any role or position for which the NAC may recruit, assess candidates or recommend election or appointment.
 - (j) A person appointed under clause 15.1(c)(iii) ceases to be an NAC member on becoming a Member of AIA.
 - (k) A person elected or appointed under clauses 15.1(c)(i) and 15.1(c)(ii), 15.1(d) or 15.1(f):—
 - (i) must be a Member and ceases to be an NAC member or an NAC reserve on ceasing to be a Member; and
 - (ii) must not be, and ceases to be an NAC member or an NAC reserve on becoming, a director, a member of a committee established under clause 13.17, an ALC member, a General Meeting Voter, a person holding a position or role established by the Statute of Amnesty International or a decision of the International Board, or a person who holds any office of or position in AIA remunerated by salary, wages or fees.
 - (l) An annual general meeting of AIA may by resolution decide that all the positions on the NAC are vacant, but it may not decide that a particular position or positions on the NAC is vacant.

- (m) A decision under clause 15.1(l) does not render invalid anything done by a Nomination and Assessment Committee before that decision was taken.
- (n) A person appointed under clause 15.1(c)(iii) is entitled to be present at every general meeting of AIA and every Activism Forum.

15.2 Functions and powers of Nomination and Assessment Committee

- (a) The functions of the NAC are:
 - (i) to source a range of candidates for election or appointment to the National Board;
 - (ii) to provide information about the candidates to those who are electing directors;
 - (iii) to identify candidates for board committees if asked to do so by the National Board or the Committee chair; and
 - (iv) those other functions given to it by this constitution or by the National Board.
- (b) In performing its functions, the NAC must:
 - (i) determine the form of nomination for a candidate after consultation with the secretary;
 - (ii) through the secretary, call for nominations;
 - (iii) assess candidates against the Attributes Statement by reference to their nominations, an interview of each candidate, and such other means as it sees fit to follow; and
 - (iv) send a list of all candidates with the NAC assessment at least 21 days before each annual general meeting to each General Meeting Voter, each director and the secretary.
- (c) Where the NAC proposes to assess candidates using other means than those referred to in clause 15.2(b), it must state what those means are at the time when nominations are called for.

Example: If the NAC proposes to ask for and speak to referees, it must say so when nominations are sought.
- (d) The NAC in performing its functions must:
 - (i) follow a fair process; and
 - (ii) provide confidential and constructive feedback to candidates regarding how they have been assessed by the NAC, but without reference to other candidates and their nominations.
- (e) The NAC cannot be the nominator or seconder of a candidate.
- (f) The name of a person who is not a Member must not be included in the list referred to in clause 15.2(b)(iv).

- (g) A person who has been duly nominated remains a candidate (unless their nomination is withdrawn) regardless of the NAC's assessment, unless the person is found to be ineligible to be a director under applicable Commonwealth legislation.

16. Statement of capabilities, attributes and diversity

- (a) There must be a statement of capabilities, attributes and diversity.
- (b) The primary purpose of the Attributes Statement is to set out the capabilities, and attributes and diversity needed by the National Board from amongst its members.
- (c) The Attributes Statement must recognise and include activism as a capability.
- (d) The Attributes Statement is to be developed and approved by the National Board and endorsed by the NAC.
- (e) If the NAC does not endorse a proposed Attributes Statement, the Attributes Statement must be referred back to the National Board, which can either:
 - (i) amend it and provide it in an amended form to the NAC for endorsement; or
 - (ii) approve it with or without amendment.
- (f) Once approved by the National Board, the Attributes Statement must be published. The Attributes Statement as published must state whether it has been approved by both the National Board and the NAC, or by the National Board only without the endorsement of the NAC.

17. Executive or administrative officers

- (a) The National Board may:
 - (i) for the purpose of enabling AIA to carry out its objects, appoint and employ one or more executive, administrative or clerical officers or other persons for such term and (subject to and in accordance with any industrial award) on such conditions, as it thinks fit; and
 - (ii) subject to any such award, terminate the employment of any officer or person so appointed.
- (b) A person employed under clause 17(a) is responsible to and must carry out the directions of the National Board and such powers, discretions and duties vested in them by the National Board.
- (c) A person employed by AIA is not eligible to be elected or appointed to be a director, a member of a committee of the National Board, an ALC member, a member of the NAC, or a General Meeting Voter.

18. Seals

18.1 Safe custody of seal

The National Board must provide for the safe custody of the seal.

18.2 Use of seal

- (a) The seal must be used only by the authority of the National Board or of a committee of directors authorised by the National Board to authorise the use of the seal.
- (b) The authority to use the seal may be given before or after the seal is used.
- (c) Until the directors otherwise determine, every document to which the seal is affixed must be signed by a director and countersigned by another director, secretary or another person appointed by the National Board to countersign that document or a class of documents in which that document is included.

18.3 Seal register

- (a) AIA must keep a seal register and, upon the affixing of the seal to any document (other than a certificate for securities of AIA), must enter in the register particulars of the document, giving in each case the date of the document, the names of the parties to the document, a short description of the document and the names of the persons signing and countersigning the document under clause 18.2(c).
- (b) The register must be produced at meetings of the National Board for confirmation of the use of the seal since confirmation was last given under this clause 18.3.
- (c) Failure to comply with clause 18.3(a) or 18.3(b) does not invalidate any document to which the seal is properly affixed.

18.4 Official seal

- (a) AIA may have for use in place of its common seal outside the state or territory where its common seal is kept one or more official seals, each of which must be a facsimile of the common seal of AIA with the addition on its face of the name of the place where it is to be used.
- (b) A document sealed with an official seal is to be taken as having been sealed with the common seal of AIA.

19. Distribution of profits

19.1 Dividends

The National Board may not declare and pay interim or final dividends.

20. Minutes and records

20.1 Minutes

- (a) The National Board must cause minutes of all proceedings of general meetings and of meetings of the National Board to be entered, within one month after the relevant meeting is held, in books kept for that purpose.
- (b) The secretary must cause minutes of general meetings to be sent to each Activism Leadership Committee and to such other persons as a general meeting or the National Board may direct within one month after the date on which the meeting was held.

- (c) A committee of the National Board referred to in clause 13.17 must cause minutes of its meetings to be kept and when confirmed by that committee to be provided to the next meeting of the National Board.

20.2 Signing of minutes

Except in the case of documents which are taken to be minutes under clause 13.16(a):

- (i) in the case of AIA, those minutes must be signed by the person chairing the meeting at which the proceedings took place or by the person chairing the next succeeding meeting; and
- (ii) in the case of a committee, unless otherwise determined by the National Board, those minutes must be signed by the person chairing the meeting at which the proceedings took place or by the person chairing the next succeeding meeting.

20.3 Minutes as evidence

Any minutes of a meeting purporting to be signed by the person chairing the meeting or of the next succeeding meeting are (in the absence of proof to the contrary) sufficient evidence of:

- (a) the matters stated in the minutes of the meeting;
- (b) the meeting having been duly convened and held; and
- (c) the validity of all proceedings at the meeting.

20.4 Inspection of records

- (a) The National Board may determine whether and to what extent, and at what time and places and under what conditions, the minute books, accounting records and other documents of AIA or any of them will be open to the inspection of Members other than directors.
- (b) A Member other than a director does not have the right to inspect any books, records or documents of AIA except as provided by law or authorised by the National Board.

20.5 Publication of minutes or report

As soon as practicable after each of its meetings the National Board must—

- (a) publish; and
- (b) provide to each ALC through its Regional President—

the minutes of the meeting or a report of that meeting.

21. Notices

21.1 Notices to Members

- (a) A notice may be given by AIA to a Member:

- (i) by serving it personally at, or by sending it by post in a prepaid envelope to, the Member's postal address as shown in the register of Members or such other address, or by facsimile transmission or other electronic means to such facsimile number or electronic address, as the Member has supplied to AIA for the giving of notices; or
 - (ii) if the Member does not have a registered postal address and has not supplied another address to AIA for the giving of notices or where AIA believes that Member is not known at the Member's registered postal address, by exhibiting it at the registered office of AIA.
- (b) The fact that a person has supplied a facsimile number or electronic address for the giving of notices does not require AIA to give any notice to that person by facsimile or other electronic means.
 - (c) A signature to any notice given by AIA to a Member under this clause 21.1 may be printed or affixed by some mechanical or other means.
 - (d) A certificate signed by a director or secretary of AIA to the effect that a notice has been given in accordance with this constitution is conclusive evidence of that fact.

21.2 Notices by AIA to directors

Subject to this constitution, a notice may be given by AIA to any director either by serving it personally at, or by sending it by post in a prepaid envelope to, the usual residential or business address of the director, or such other address, or by facsimile transmission or electronic means to such facsimile number or electronic address as the director has supplied to AIA for the giving of notices.

21.3 Notices by Members or directors to AIA

Subject to this constitution, a notice may be given by a Member or director to AIA:

- (a) by serving it on AIA; or
- (b) by sending it by post in a prepaid envelope to the registered office of; or
- (c) by sending it by facsimile transmission or electronic means to the principal facsimile number or electronic address at the registered office of the Company.

21.4 Notices posted to addresses outside the Commonwealth

A notice sent by post to an address outside the Commonwealth must be sent by airmail.

21.5 Time of service

- (a) Where a notice is sent by post, service of the notice is to be taken to be effected if a prepaid envelope containing the notice is properly addressed and placed in the post and to have been effected:
 - (i) in the case of a notice of a general meeting, on the day after the date of its posting; or
 - (ii) in any other case, at the time at which the letter would be delivered in the ordinary course of post.

- (b) Where a notice is sent by facsimile transmission, service of the notice is to be taken to be effected if the correct facsimile number appears on the facsimile transmission report generated by the sender's facsimile machine and to have been effected at the time the facsimile transmission is sent.
- (c) Where notice is sent by electronic transmission, the notice is taken as served at the time the electronic transmission is sent if a message indicating receipt has been received by AIA.
- (d) Where AIA gives notice to a Member by any other means permitted by the Corporations Act relating to the giving of notices and electronic means of access to them, the notice is taken as given at 10.00am on the day after the date on which the Member is notified that the notice is available.
- (e) Where AIA gives a notice under clause 21.5(a)(ii) by exhibiting it at the registered office of AIA, service of the notice is to be taken to be effected when the notice was first so exhibited.
- (f) Where a Member gives a notice to AIA by electronic means, the notice is received by AIA when it is received in accordance with the Corporations Act, and to the extent permitted by the Corporations Act, if the document is produced or the transmission of the document is otherwise verified to AIA in the manner specified or permitted by AIA from time to time.

21.6 Other communications and documents

Clauses 21.1 to 21.5 (inclusive) apply, so far as they can and with such changes as are necessary, to the service of any communication or document.

21.7 Notices in writing

A reference in this constitution to a notice in writing includes a notice given by facsimile transmission, electronic means or any other form of written communication.

22. Accounts

22.1 Keeping of accounts

AIA must:

- (a) keep such accounting records as correctly record and explain its transactions (including any transactions as trustee) and financial position; and
- (b) so keep its accounting records that:
 - (i) true and fair accounts of AIA can be prepared from time to time; and
 - (ii) its accounts can be conveniently and properly audited and reviewed in accordance with the applicable Commonwealth legislation.

22.2 Period of retention

AIA must retain the accounting records kept by it under this constitution for 7 years after the completion of the transactions to which they relate.

22.3 Place at which accounts kept

AIA must keep its accounting records at such place or places as the directors think fit.

22.4 Inspection of accounts

Subject to any reasonable restrictions as to the time and manner of inspecting the accounting records of AIA that may be imposed by the National Board from time to time, the accounting records of AIA shall be open to the inspection of any person.

22.5 Profit and loss account and balance sheet

The directors must, before the deadline after an accounting period, cause to be made out:

- (a) a profit and loss account; and
- (b) a balance-sheet,

as at the end of that accounting period that gives a true and fair view of AIA's state of affairs as at the end of that accounting period.

22.6 Bad and doubtful debts

Before AIA's accounts are made out under clause 22.5, the directors must take reasonable steps:

- (a) to find out what has been done about writing off bad debts and making provisions for doubtful debts; and
- (b) to cause all known bad debts to be written off and adequate provision to be made for doubtful debts.

22.7 Current assets

Before AIA's accounts are made out under clause 22.5, the directors must take reasonable steps to find out whether any current assets, other than bad or doubtful debts, are unlikely to realise (whether directly or indirectly) in the ordinary course of business their value as shown in AIA's accounting records and, if so, to cause:

- (a) the value of those assets to be written down to an amount that they might be expected so to realise; or
- (b) adequate provisions to be made for the difference between their value as so shown and the amount that they might be expected so to realise.

22.8 Non-current assets

Before AIA's accounts are made out under clause 22.5, the directors must take reasonable steps:

- (a) to find out whether the value of any non-current asset is shown in AIA's books at an amount that, having regard to the asset's value to AIA as a going concern, exceeds the amount that it would have been reasonable for AIA to spend to acquire the asset as at the end of the accounting period; and

- (b) unless adequate provision for writing down the value of that asset is made, to cause to be included in the accounts such information and explanations as will prevent the accounts from being misleading because of the overstatement of the value of that asset.

22.9 Audit and review

The directors must take reasonable steps to ensure that AIA's financial statements for an accounting period are audited or reviewed in accordance with the Corporations Act before the deadline after that accounting period.

22.10 Compliance with applicable Commonwealth legislation

The directors must ensure that AIA's financial statements for an accounting period comply with such of the prescribed requirements in the applicable Commonwealth legislation as are relevant to financial statements.

22.11 Accounting standards

Subject to clause 22.9, the directors must ensure that AIA's financial statements for an accounting period are made out in accordance with applicable accounting standards.

22.12 True and fair view

If AIA's financial statements for an accounting period, as prepared in accordance with clauses 22.9 and 22.10, would not otherwise give a true and fair view of the matters with which this Part requires them to deal, the directors must add such information and explanations as will give a true and fair view of those matters.

23. Indemnity and insurance

23.1 Persons to whom clauses 23.2 and 23.3 apply

For the purposes of clauses 23.2 and 23.3, **Officer** means:

- (i) those persons set out in paragraphs (a) and (b) of the definition of "officer" in section 9 of the Corporations Act; and
- (ii) such other persons as the National Board may determine from time to time.

23.2 Indemnity

AIA hereby indemnifies each past and present Officer to the full extent permitted by law including, without limitation:

- (i) a person who is or has been an Officer of AIA against a liability incurred by the person as such an Officer to another person (other than AIA or a related body corporate) unless that liability arises out of conduct involving a lack of good faith; and
- (ii) a person who is or has been an Officer of AIA against a liability incurred by the person:
 - (A) in defending proceedings, whether civil or criminal, in which judgment is given in favour of the person or in which the person is acquitted; or

- (B) in connection with an application, in relation to such proceedings, in which the Court grants relief to the person under applicable Commonwealth legislation.

23.3 Insurance

AIA may, to the extent permitted by law pay or agree to pay a premium in respect of a contract insuring a person who is or has been an Officer of AIA against liability incurred by the person as such an Officer of AIA except in the circumstances prescribed in applicable Commonwealth legislation.

24. Register of directors

24.1 Keeping of register

- (a) AIA must keep a register of former and current directors and secretaries of AIA.
- (b) In this clause, **Register** means the register kept under clause 24.1(a).

24.2 Details in Register

The Register must:

- (a) contain with respect to each director and each secretary their consent in writing to the appointment as such;
- (b) must specify:
 - (i) with respect to each director:
 - (A) the present Christian or given name and surname, any former Christian or given name or surname, the date and place of birth, the usual residential address, and the business occupation (if any), of each member; and
 - (B) particulars of directorships held by the member in other bodies corporate that under the law of any State or Territory are public companies or subsidiaries of public companies; and
- (c) with respect to the secretary, their full name, date and place of birth, address and other occupation (if any).

24.3 Inspection of Register

The Register must be open for inspection:

- (a) by any Member - without charge; and
- (b) by any other person - on payment of an amount not exceeding the amount fixed for the purpose by the National Board, or, where the National Board has not fixed an amount, without charge.

24.4 Copying of Register

A person may request AIA to give to the person a copy of the Register or any part of the Register and, where such a request is made, AIA must send the copy to the person:

- (a) if the National Board requires payment of an amount - within 21 days after payment of an amount not less than the required amount is received by AIA; or
- (b) otherwise - within 21 days after the request is made.

24.5 Other registers

The secretary must maintain registers of:

- (a) the current ALC members;
- (b) the current members of the committees of the National Board under clause 13.17;
- (c) the current members and reserve members of the Nomination and Assessment Committee and
- (d) any other registers required by law.

25. General

25.1 Amendment of this constitution

This constitution may be amended in accordance with the applicable Commonwealth legislation.

25.2 Submission to jurisdiction

Each Member submits to the non exclusive jurisdiction of the Supreme Court of the State or Territory in which the registered office of AIA is located, the Federal Court of Australia and the Courts which may hear appeals from those Courts.

25.3 Prohibition and enforceability

- (a) Any provision of, or the application of any provision of, this constitution which is prohibited in any place is, in that place, ineffective only to the extent of that prohibition.
- (b) Any provision of, or the application of any provision of, these this constitution which is void, illegal or unenforceable in any place does not affect the validity, legality or enforceability of that provision in any other place or of the remaining provisions in that or any other place.