



CONSTITUTION

Printed as at 1 January 2008

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CONSTITUTION

Chiropractors' Association of Australia (Qld) Limited

ACN 050 399 436

1. PRELIMINARY

The name of the company is the Chiropractors' Association of Australia (Queensland) Limited (CAN 050 399 436) ("the Association").

2. INCORPORATION

- 2.1 The Association is incorporated under the *Corporations Act 2001* with limited liability as a company limited by guarantee.
- 2.2 The registered office of the Association is situated in Brisbane in the State of Queensland.

3. OBJECTS

The Association is established for the principal purpose of the promotion and fostering of the science, philosophy and practice of chiropractic, to deal for and on behalf of members on matters which relate to their activities in chiropractic and with power to do all such things as in the opinion of the Association, are necessary or desirable for the furtherance of this principal purpose. The Association's members will by reason of their membership be members also of the National Association and the Association will work with the National Association and the other State Associations in accordance with the Deed executed by them dated October 1997 and any amendments past and future to that Deed to fulfill those objects.

4. INTERPRETATION

4.1 Definitions

In this Constitution unless the contrary intention appears:

"**Act**" means the *Corporations Act 2001* and includes the Corporations Act Regulations.

"**AGM**" means an Annual General Meeting of the Association.

"**Association**" means the Chiropractors' Association of Australia (Queensland) Limited.

"**Board**" means the Directors of the Association.

"**Code of Professional Conduct and Practice**" means the rules of ethical behavior expected of the members and comprises of the code promulgated by the Association and amendments and variations made to them from time to time.

"**Company Secretary**" means the Officer or office bearer resident in the State of Queensland appointed to that position by the Board for the purposes of the Act.

“Constitution” means this Constitution of the Association.

“Council of Representatives” means the Council of Representatives of the National Association.

“Director” means a member of the Board of the Association.

“Member” means a person admitted by the Board to a category of membership of the Association.

“Month” means calendar month.

“National Association” means the Chiropractors' Association of Australia (National) Limited.

“National Ombudsman” means the Ombudsman who may deal with dispute resolution in accordance with Rule 10.4.

“Objects” means the matters set out in Rule 3.

“Office Bearer” means any member holding honorary office in the Association.

“Officer” means any employee of the Association, the secretary and directors of the Association.

“President” means the President of the Association.

“Register” means the Register of Members kept pursuant to the Act.

“Regulations” means the Regulations of the Association as made or amended by the Board of the Association.

“Registered Address” means the address of a member entered in the Register of Members.

“Representative” means a person elected to represent the Association on the Council of Representatives.

“Seal” means the Common Seal of the Association.

“Special Resolution” means the form of special resolution as defined by the Act.

“State Association” means any of the companies associated with the National Association namely:

- Chiropractors' Association of Australia (Australian Capital Territory) Limited;
- Chiropractors' Association of Australia (New South Wales) Limited;
- Chiropractors' Association of Australia (Northern Territory) Limited;
- Chiropractors' Association of Australia (Queensland) Limited;
- Chiropractors' Association of Australia (South Australia) Limited;
- Chiropractors' Association of Australia (Tasmania) Limited;
- Chiropractors' Association of Australia (Victoria) Limited;
- Chiropractors' Association of Australia (Western Australia) Limited.

“**Writing**” or “**in writing**” or “**written**” means any mode of representing or reproducing words, figures, drawings or symbols in a visible form.

4.2 Interpretation

Words importing the singular shall include the plural or importing masculine gender shall include the feminine gender (and vice versa) or importing neuter gender shall include both male and female gender unless the context indicates otherwise.

Headings and sub-headings do not form part of and shall not control the meaning of the Constitution.

Where reference is made to any provision of the Act the reference is to that provision as subsequently modified or replaced by any relevant statute.

Where any provision of the Constitution breaches a provision of the Act the provision of the Act shall apply to the exclusion of the Constitution.

5. POWERS OF THE ASSOCIATION

Solely for furthering the Objects, the Association has the powers set forth in Section 124 of the Act.

6. APPLICATION OF INCOME

6.1 Income for Objects

The income and the property of the Association shall be applied solely towards the promotion of the Objects.

6.2 No payment to Member

No portion of the income or property of the Association shall be paid or transferred, directly or indirectly by way of dividend, bonus or otherwise to any Member.

6.3 No payment to Office Holder

No remuneration or other benefit in money or money's worth shall be paid or given by the Association to any member who holds any office of the Association.

6.4 Payment on Commercial Terms

Nothing in Rules 6.2 or 6.3 shall prevent payment in good faith of or to any Member but subject always to the approval of the Board:

- 6.4(a) for any services actually rendered to the Association as an employee or otherwise;
- 6.4(b) for goods supplied to the Association in the ordinary course of business;
- 6.4(c) of interest on any money borrowed from any Member;
- 6.4(d) of rent for premises demised or let by any Member to the Association;
- 6.4(e) for out of pocket expenses incurred by any Member on behalf of the Association;
- 6.4(f) for any other reason;

provided that any such payment shall not exceed the amount ordinarily payable between ordinary commercial parties dealing at arm's length in a similar transaction.

7. MEMBERSHIP

7.1 *General Membership Provisions*

- 7.1(a) The Members of the Association shall be the persons admitted to membership by the Board and whose names are entered in the Register.
- 7.1(b) Membership of the Association shall be within a specific category of membership as defined in this Constitution.
- 7.1(c) A person admitted to a category of membership of the Association shall be entitled to exercise all the rights and privileges and shall be required to meet all liabilities and requirements attaching to that category of membership by reason of the Constitution and the Regulations.
- 7.1(d) A Member may be transferred from one category of membership to another on application to and at the discretion of the Board.
- 7.1(e) The Board may prescribe from time to time the forms of application, certificate of membership and administrative procedures for admission and transfer to specific categories of membership without requirement to set forth detailed provisions in the Regulations.
- 7.1(f) Application for admission to any category of membership shall not be approved unless the Board is satisfied that the applicant has:
 - (i) complied with the provisions of the Constitution and Regulations; and
 - (ii) is of good fame and character and a fit and proper person to be admitted.

7.2 *Code of Professional Conduct and Practice*

- 7.2(a) The Members shall be bound by the Code of Professional Conduct and Practice promulgated by the Association and any variations and amendments thereto and notified in writing to the Association.
- 7.2(b) The Board will ensure that all Members receive a copy of the Code of Professional Conduct and Practice.

7.3 *Rights, Privileges and Obligations of Membership*

- 7.3(a) Upon admission to membership of the Association the Member agrees to be bound by the Constitution and Regulations; to pay all subscriptions, fees and levies of the Association and National Association and to comply with the Code of Professional Conduct and Practice, ethical principles, policies, continuing education activities, procedures and clinical standards that may from time to time be adopted by the Association and National Association.
- 7.3(b) Membership incorporates agreement to the Association having an enforcement system associated with the code of Professional Conduct and Practice which includes sanctions, fines and other disciplinary procedures.
- 7.3(c) The rights and privileges of a Member shall be personal, shall not be transferable and shall cease immediately upon the removal of the Member's name from the Register.

7.4 *Categories of Membership*

- 7.4(a) The categories of membership of the Association shall be:
 - (i) Standard Member;
 - (ii) Concessional Member;
 - (iii) Limited Practice Member;
 - (iv) Academic Member;
 - (v) Life Member;
 - (vi) Non-practising Member;
 - (vii) Associate Member;

- (viii) Foreign Associate Member;
 - (ix) Honorary Member;
 - (x) Student Member; and
 - (xi) Retired Member.
- 7.4(b) The National Board may approve sub-categories of membership within the categories listed under Rule 7.4(a) but can only delegate or add new categories by amendment of the National Association's Constitution and following a special resolution passed at a General Meeting of the National Association.

7.5 *Qualifications and Eligibility*

- 7.5(a) Standard Member – A person registered to practise as a Chiropractor, who is practising or intending to practice in the State of Queensland.
- 7.5(b) Concessional Member – A person registered to practise as a Chiropractor, who is practising or intending to practise in the State of Queensland, who graduated from their chiropractic education in the previous three years.
- 7.5(c) Limited Practice Member – A person registered to practice as a Chiropractor, who is practising or intending to practise in the State of Queensland, who is actively engaged in a health-care practice for less than 12 hours per week.
- 7.5(d) Academic Member – A person registered to practise chiropractic in the State of Queensland who is actively engaged in teaching in an accredited chiropractic course in Australia and may be engaged in chiropractic practice for 12 hours or less per week.
- 7.5(e) Life Member – A person either currently or formerly registered to practise chiropractic in the State of Queensland (or elsewhere in Australia) who a committee comprised of the Presidents of the National Association and the State Associations considers has given distinguished service to the Association and satisfies the criteria as provided for in the National Association's Regulations.
- 7.5(f) Non-practising Member – A person, although registered to practise chiropractic in the State of Queensland, does not participate in such practise.
- 7.5(g) Associate Member – A person registered to practise chiropractic within an Australian jurisdiction other than the State of Queensland and is a member in good standing of the State Association in that jurisdiction.
- 7.5(h) Foreign Associate Member – A person who is resident outside Australia and registered to practise chiropractic outside Australia, or is qualified to be registered to practise chiropractic in the State of Queensland.
- 7.5(i) Honorary Member – A person who has rendered distinguished service to the Association or chiropractic.
- 7.5(j) Student Member – A person who is currently enrolled and undertaking a course at an accredited chiropractic undergraduate or post-graduate course.
- 7.5(k) Retired Member – A person, either currently or formerly, registered to practise chiropractic in the State of Queensland (or elsewhere in Australia) who is no longer in active practice as a chiropractor.

7.6 *Members' Voting Rights and Rights of Office*

Only Standard Members, Concessional Members, Limited Practice Members, Non-practising Members, Academic Members, Retired Members and Life Members may hold Office in, and vote at, General Meetings of the Association.

7.7 Membership of the National Association

- 7.7(a) Application for membership in the Association shall be deemed to be an application for membership in the National Association and is an agreement to pay all subscriptions, fees and levies imposed by the Association and the National Association.
- 7.7(b) Members acknowledge that acceptance as a Member in a category of the Association will confer automatic membership in the National Association with its attendant rights, privileges, obligations and responsibilities. No person shall have Association membership only.

7.8 Form of Application for Membership

- 7.8(a) Every application for membership in the Association shall be made in writing to the Secretary, signed by the applicant and shall be in such form as the Board from time to time allows or prescribes.
- 7.8(b) Every application shall be accompanied by documentary evidence demonstrating that the applicant complies with, and/or satisfies, the requirements of the membership category under which his application is made.
- 7.8(c) As soon as practicable after receiving an application for membership the Secretary shall refer the application to the Board, which shall determine whether to approve or reject the application.
- 7.8(d) In all cases, when an applicant has been accepted for membership, the Secretary shall forthwith send to the applicant written notice of their acceptance and notify the National Association accordingly.

7.9 Membership Refusal and Appeal

- 7.9(a) When an applicant has been refused membership in the Association the Secretary shall forthwith send to the applicant written notice of their rejection. Any such applicant shall be entitled, at any time within the space of thirty (30) days after the date of the notice, to appeal against the decision of the Board. Such appeal shall be in writing addressed to the Secretary of the Association and it shall be the responsibility of the person lodging the appeal to ensure that it reaches the Secretary within such period.
- 7.9(b) Upon receipt of a notice of appeal under the preceding clause the Secretary shall notify the Board, which shall convene a General Meeting of the Association to consider the appeal, to be held within twenty-eight (28) days after the date on which the Secretary receives the notice.

7.10 Fees and Subscriptions

- 7.10(a) Each Member shall pay such fees and subscriptions as the Board and the National Board shall from time to time determine in respect of the category of membership held by that Member.
- 7.10(b) The Board may make Regulations in relation to procedures for notification, receiving, accounting and enforcement of payment of such fees and subscriptions, including provisions for periods of grace, waiver of requirement for payment in special circumstances and exemption of one or more categories of membership from any fees or subscriptions at all.
- 7.10(c) The Secretary shall immediately alter the category of any Member of the Association in accordance with the decision to do so by the Board and notify the National Association of the change in category of that Member.

- 7.10(d) As soon as practical after admitting a person as a Member of the Association, the Secretary shall notify the National Association of the details, including the category of membership and registered address of the Member.
- 7.10(e) In the event that a person ceases to be a Member of the Association, the Secretary shall notify the National Association for termination of the person's membership of the National Association. A person who ceases to be a Member of the Association is not entitled to any refund, reimbursement or credit of any Association or National subscription, levy or fee previously paid by the Member. Despite the person no longer being a Member of the Association, the person remains liable for any subscription, levy or fee which arose before the date that the person ceases to be a Member of the Association (including where the Member was paying such subscription, levy or fee by installments and notwithstanding that the date(s) for the payment of such installments arises after the date that the membership of the Member ceased).
- 7.10(f) Association subscriptions will be determined by the Board. The total amount payable by each member, known as the Annual Subscription, shall be the sum of the Association and National Association subscriptions and the subscriptions shall be collected as decided by the Board unless otherwise collected by the National Association.
- 7.10(g) Subscriptions shall be determined by June 14 in each year and become due on 1 July each year.
- 7.10(h) The amount payable by a new Member shall be in proportion to that part of the year remaining between the time of acceptance as a Member and 1 July.
- 7.10(i) In order to meet expenses, the Association may impose a membership subscription supplement on the Members. The amounts and times for payment of membership subscription supplements shall be determined by a special resolution at a General Meeting of the Association. The membership subscription supplements shall be collected as decided by the Board unless otherwise collected by the National Association.

7.11 Forfeiture, Removal and Suspension of Membership

- 7.11(a) Where the Board is of the opinion that a Member of the Association has:
- (i) acted in a manner unbecoming of a Member or prejudicial to the Objects and interests of the Association;
 - (ii) prejudiced the Association or brought the Association into disrepute; or
 - (iii) breached, failed, refused or neglected to comply with a provision or provisions of this Constitution, the Regulations, the Code of Professional Conduct and Practice or any other resolution or determination of the Association or the Board;

the Board may, by resolution:

- (iv) expel the Member from the Association; or
- (v) suspend the Member from membership of the Association for a specified period; or
- (vi) impose any sanction or penalty provided for in the Regulations, the Code of Professional Conduct and Practice or any other resolution or determination of the Association or the Board.

- 7.11(b) The Board shall not pass any resolution under Rule 7.11(a) unless it has:
- (i) given at least 14 days prior written notice to the Member concerned:
 - 1. of the date, time and place of the meeting of the Board called to consider dealing with the Member under Rule 7.11(a); and
 - 2. of the Member's right to attend before the Board at such meeting without representation; and
 - 3. notified the Member of the alleged breach failure, refusal, neglect, act or conduct of the Member on which any such resolution would be based and given him the opportunity, should the Member wish, to exercise the Member's right of attendance before the Board to put to the Board such material or information and to make such representations as may be relevant to the Board's considerations of the allegations. The Board shall not be bound by or required to further inquire into or otherwise have any regard for any such material, information or representation.
- 7.11(c) A Member suspended under this Rule 7.11 shall be notified in writing of the Board's determination to suspend the Member's membership and the period of suspension.
- 7.11(d) A Member suspended under this Rule 7.11 shall have no rights for the duration of the suspension.
- 7.11(e) A Member whose membership is terminated under this Rule 7.11 forfeits all rights in and claim upon the Association and shall have no membership rights at all.
- 7.11(f) The Board may from time to time determine any subscriptions, levies or other fees payable by the suspended Member.
- 7.11(g) The failure by a suspended Member to pay any subscriptions, levy or fee determined under Rule 7.11(f) will result, at the determination of the Board, in termination of that Member's membership.
- 7.11(h) Any Member desiring to resign from the Association shall give notice to that effect in writing to the Secretary. Such resignation shall be effective from the later in time of the date of receipt of such notice or of the date of resignation (if any) specified in the notice.
- 7.11(i) A person whose membership has been suspended or terminated under this Rule 7.11 is not entitled to any refund, reimbursement or credit of any subscription, levy or fee previously paid by the Member. Despite the suspension or termination of membership, the person remains liable for any subscription, levy or fee which arose before the date that the person's membership was suspended or terminated (including where the Member was paying such subscription, levy or fee by installments and notwithstanding that the date(s) for the payment of such installments arises after the date that the membership of the Member has been suspended or terminated).

7.12 Appeal

- 7.12(a) A Member may appeal to the Association in a General Meeting against a resolution of the Board under Rule 7.11, within seven (7) days after notice of the resolution is served on the Member, by lodging with the Secretary a notice to that effect.
- 7.12(b) The notice may, but need not, be accompanied by a statement of the grounds on which the Member intends to rely for the purposes of the appeal.
- 7.12(c) On receipt of a notice from a Member under Rule 7.12(a), the Secretary must notify the Board which is to convene a General Meeting of the Association to be held within 28 days after the date on which the Secretary received the notice.
- 7.12(d) At a General Meeting of the Association convened under Rule 7.12(c):
- (i) no business other than the question of the appeal is to be transacted; and
 - (ii) the Board and the Member must be given the opportunity to state their respective cases orally or in writing, or both, without representation; and
 - (iii) the Members present are to vote by secret ballot on the question of whether the resolution should be confirmed or revoked.
- 7.12(e) If at the General Meeting the Association passes a special resolution in favour of the confirmation of the resolution, the resolution is confirmed.

7.13 Removal from Register

The name of any person whose membership is forfeited, removed or suspended shall be deleted from the Register.

7.14 Reinstatement of Membership

The Board may, on such conditions as it determines, reinstate the name of any person deleted from the Register.

8. Organisation and Management

8.1 Board of Directors and its Powers

- 8.1(a) There shall be a Board which shall have responsibility for the control, management and direction of the affairs of the Association in accordance with the *Corporations Act 2001*.
- 8.1(b) The Board may exercise all the powers of the Association except any powers required by the Act or the Constitution to be exercised by the Association at an AGM or in General Meeting.
- 8.1(c) Board's further powers:
Without limiting the general power conferred by Rule 8.1, the Board shall have the power to:
- (i) make Regulations, policies, procedures and determine any codes of conduct, ethical principles and clinical standards not inconsistent with the Constitution;
 - (ii) prescribe conditions of membership including determination of membership fees, subscriptions, charges and levies;

- (iii) impose sanctions, penalties and fines and order the recovery of costs from Members who are proved to be in breach of professional standards contained in Regulations and any codes of conduct made by the Board under the authority of Rule 8.1(c)(i);
- (iv) purchase or otherwise acquire for the Association any real or personal property rights or privileges which the Association is authorized to acquire, at such price and generally on such terms and conditions as the Board shall determine;
- (v) secure the fulfillment of any contracts or agreements entered into by the Association by mortgage or charge of all or any of the property of the Association or in such other manner as the Board shall determine;
- (vi) appoint, fix the remuneration and suspend or remove any employee of the Association;
- (vii) institute, conduct, defend, compound or abandon any legal proceedings by or against the Association or its Officers or otherwise concerning the affairs of the Association and also to compound and allow time for payment or satisfaction of any debts due and of any claims or demands by or against the Association or arbitration and observe and comply with the awards;
- (viii) refer any claims or demands by or against the Association to arbitration and observe and comply with the awards;
- (ix) make and give receipts, releases and other discharges for money payable to the Association and for the claims and demands of the Association;
- (x) determine who shall be entitled to sign on the Association's behalf receipts, cheques, acceptances, releases, contracts and other documents;
- (xi) provide the management of the affairs of the Association in any place and in any manner and in particular to appoint any persons to be the attorneys or agents of the Association with such powers (including power to sub delegate) and upon such terms as the Board may determine;
- (xii) invest and deal with any of the moneys of the Association not immediately required, upon such securities and in such manner as the Board may determine and to vary or realise such investment;
- (xiii) enter into all such negotiations and contracts and rescind and vary all such contracts and execute and do all such acts, deeds and things in the name and on behalf of the Association as the Board may consider expedient for the purposes of the Association;
- (xiv) borrow money whether upon the giving of security or not;
- (xv) become the member of, or subscribe to or affiliate with, any other organization having objects similar or providing advice or value to the Association;
- (xvi) consider, advise and if necessary make recommendations on any subjects connected with the appointment of chiropractors to public or private institutions;
- (xvii) act as trustee, agent, nominee or custodian and to undertake the execution of any trusts/or to act in any fiduciary capacity whatsoever, with or without remuneration and on any terms or conditions and to execute and enter into trust deed, declaration of trust or other deed, instrument or document of trust and to vary, amend or revoke the same and to contract as trustee in respect of any real or personal property;

- (xviii) purchase, take on lease, hire or in any other way acquire any real or personal property for the use of Members and others for any purposes of the Association and to sell, lease, mortgage or otherwise deal in any way with such real or personal property.

8.2 Board Composition and Term of Office

- 8.2(a) The Board shall consist of a President, Vice-President, Secretary, Treasurer and such other members as determined by the Association, all of whom shall be directors of the Association.
- 8.2(b) The President, Vice-President, Secretary and Treasurer shall be the Office-Bearers of the Association.
- 8.2(c) The President, Vice-President, Secretary, Treasurer and other members of the Board shall be financial Members of the Association qualified to hold office and shall be elected at the Annual General Meeting by the voting Members.
- 8.2(d) Nominations of candidates for election to the Board shall be in writing duly signed by two (2) Members of the Association (who have not been declared unfinancial) and signed by the candidate indicating his consent to the nomination and shall be delivered to the Secretary at least seven (7) days prior to the date of the Annual General Meeting at which the election is to take place. The nomination should specify the position upon the Board for which the person is being nominated. In the event of only one, or no, nominations being submitted, nominations will be called from the floor.
- 8.2(e) If the nominations received exceed the numbers required to fill the vacancies on the Board, a ballot shall be taken. If the number of nominations received is equal to the number of vacancies to be filled, the persons nominated shall be deemed to be elected. In the event of a ballot resulting in a tied vote, the returning Officer shall arrange for a second ballot. In the event of a further tied vote, the determination of who shall fill the vacancy, or vacancies, shall be made by the names of those persons with a tied number of votes being placed in a container and the names drawn out by the returning Officer, the position to be filled by the person, or persons, whose name, or names, are first drawn out.
- 8.2(f) All members of the Board shall be elected for a period of one (1) year but shall be eligible for re-election.
- 8.2(g) The Association may, from time to time, by a resolution passed at a General Meeting, increase or reduce the number of Office-Bearers. The Association may remove any Office-Bearers of the Board. The Board may, at any time and from time to time, appoint a Member to the Board to fill a casual vacancy therein.

8.3 Termination of Director's Office

The office of a Member of the Board shall become vacant if the Member:

- 8.3(a) becomes bankrupt or makes any arrangement or composition with his creditors generally;
- 8.3(b) becomes prohibited from being a Director of a company by reason of any order made under the Act;

- 8.3(c) ceases to be a Member of the Board by operation of the Act;
- 8.3(d) becomes of unsound mind or a person whose person or estate is liable to be dealt with in any way under the law relating to mental health;
- 8.3(e) resigns his office by notice in writing to the Association;
- 8.3(f) for three consecutive meetings is absent without permission of the Board, unless the Board otherwise by resolution decides;
- 8.3(g) holds any office of profit under the Association;
- 8.3(h) ceases to be a Member of the Association;
- 8.3(i) is directly or indirectly interested in any contract or proposed contract with the Association and does not declare their interest PROVIDED always that nothing in this Regulation shall affect the operation of Rule 6 of this Constitution;
- 8.3(j) if registered as a chiropractor, is de-registered by the Registration Board for misconduct or breach of professional obligations.

8.3A Suspension of Director's Office or Committee Holder's Office

If a Member of the Board or a Member of any Committee of the Association has had a ground for disciplinary action established against them under any law relating to the conduct of the chiropractic profession, the Member shall be suspended from their office holding of any position of the Board or Committee until the Association has had an opportunity of considering, pursuant to the Code of Professional Conduct and Practice, that Member's continuing entitlement to be a Member of the Association.

8.4 Proceedings of the Board

- 8.4(a) The Board may meet together for the dispatch of business, adjourn or otherwise regulate its meeting as it thinks fit. A Member of the Board may at any time and the Secretary shall, on the requisition of a Member of the Board, summon a meeting of the Board.
- 8.4(b) Subject to these Regulations, questions arising at any meeting of the Board shall be decided by a majority of votes and a determination by a majority of the Members of the Board shall for all purposes be deemed a determination of the Board. In case of any equality of votes, the Chairman of the meeting shall have a deliberative vote only.
- 8.4(c) The quorum necessary for the transaction of the business of the Board shall be a majority of the duly elected Board or such greater number as may be fixed by the Board from time to time.
- 8.4(d) The continuing Members of the Board may act notwithstanding any vacancy in the Board, but if and so long as, their number is reduced below the number fixed by, or pursuant to, these Regulations as the necessary quorum of the Board, the continuing Member or Members may act for the purpose of increasing the number of Members of the Board to that number, or of summoning a General Meeting of the Association but for no other purpose.

- 8.4(e) The President shall preside as Chairman at every meeting of the Board.
- 8.4(f) In the absence or temporary incapacity of the President, the powers and duties of the position shall be exercised in order by the Vice-President, the Secretary or by a Director appointed by the Board.
- 8.4(g) The Board may delegate any of its powers and/or functions (not being duties imposed on the Board as the Directors of the Association by the Act or the general law) to one or more Committees consisting of such person or persons as the Board thinks fit. Any Committee so formed shall conform to any Regulation that may be imposed, to co-opt any person or persons and all Members of such Committees shall have one vote in respect of any motion by that Committee.
- 8.4(h) The Board may appoint one or more Advisory Boards consisting of such Member or Members of the Board as the Board thinks fit. Such Advisory Boards shall act in an advisory capacity only. They shall conform to any Regulations that may be imposed by the Board and subject thereto, shall have power to co-opt any person or persons and all Members of such Advisory Boards shall have one vote in respect of the business of that Advisory Board.
- 8.4(i) A Committee may meet and adjourn as it thinks proper. Questions arising at any meeting shall be determined by a majority of votes of the Members present and in the case of equality of votes, the Chairman of the Committee shall have a second or casting vote.
- 8.4(j) All acts done by any meeting of the Board or of a Committee or by any person acting as a Member of the Board, shall notwithstanding that it is afterwards discovered that there was some defect in the appointment of any such Member of the Board or person acting as aforesaid or that the Members of the Board or any of them were disqualified, be valid as if every such person had been duly appointed and was qualified to be a Member of the Board.
- 8.4(k) A resolution in writing signed by all the Members of the Board for the time being entitled to received notice of a meeting of the Board shall be as valid and effectual as if it had been passed at a meeting of the Board duly convened and held. Any such resolution may consist of several documents in like form, each signed by one or more Members of the Board.

8.5 Policy Advice – Council of Representatives and National Association

In exercising its powers, the Board shall consider guidelines, advice and recommendations of the Council of Representatives and resolutions of the Board of the National Association.

8.6 Finance and Accounts

- 8.6(a) The general funds of the Association shall be under the control of the Board.
- 8.6(b) In addition to the powers contained in Rules 8.1(a) and 8.1(b), the Board shall also have further financial powers to:
- (i) open accounts with such banks and other financial institutions as the Board may approve;
 - (ii) approve the manner in which income is distributed to and between constituents;

- (iii) prescribe maximum expenditure which does not require prior approval of the Board;
- (iv) approve honoraria and reimburse travel, accommodation and out-of-pocket expenses;
- (v) approve estimates of income and expenditure;
- (vi) require periodic estimates of income and expenditure and statements of accounts from constituents;
- (vii) withdraw funds from any account but only by signatories who are authorized by the Board for that purpose and under such conditions as they may determine.

8.6(c) Assets and Liabilities

All assets and liabilities of the Association shall be available to the Board for the attainment of the Objects of the Association but subject to the following conditions.

8.6(d) The Board shall cause true accounting and related records to be kept in accordance with appropriate accounting standards of all moneys received and expended by the Association and shall cause financial statements of all income and expenditure of all assets, liabilities, accumulated funds, property and other credits of the Association to be prepared annually and at such other times as the Board may require.

8.6(e) Once at least in every year, the accounts of the Association shall be examined and the correctness of the balance sheet ascertained by an auditor appointed by the Association whose duties shall be regulated in accordance with the law.

8.6(f) The annual accounts and balance sheet shall be signed on behalf of the Board by the President and Vice-President or in the absence of either, by any of the other Directors. A report by the Board with respect to the state of the Association's affairs, the auditor's report and such other documents as shall be required by the Constitution shall be attached to the statements of account.

8.6(g) The financial year of the Association and its constituents shall correspond to the financial year and all annual statements of accounts shall be prepared on an accrual basis as at 30 June each year.

9. Meetings of the Association Membership

9.1 Annual General Meeting

9.1(a) Requirement to hold an Annual General Meeting

Unless special dispensation is obtained under the Act, the Association must hold an AGM at least once in each Calendar year within five (5) months after the end of the Association's financial year, upon a date and at a place the Board shall determine.

9.1(b) Business at AGM

The business of the AGM shall include:

- (i) the presentation for adoption of the audited financial report for the financial year immediately preceding the AGM;

- (ii) the presentation for perusal of Members', copies of all reports submitted to the Board since the date of the previous AGM, including but not limited to:
 1. the auditor's report;
 2. the Association President's report on behalf of the Board;
 3. the election for the Board, comprising the President, Vice-President, Secretary and Treasurer (who will become Directors of the Association) and the election for any representatives' positions required (if not already done by postal ballot);
 4. the appointment of the auditor;
 5. such other business as the Board may determine, or upon which not less than 20% of the Members of the Association shall have previously given the Board written notice of resolution at least one (1) month prior to the date of the meeting.

9.1(c) Members' Rights of Inquiry

The Chairman of an AGM shall allow a reasonable opportunity for the Members present at the meeting:

- (i) to ask questions or make comments on the management of the Association; and
- (ii) to ask the auditor or their representative questions relevant to the conduct of the audit and the preparation and content of the auditor's report.

9.1(d) Quorum of AGM

- (i) The quorum for the AGM shall be not less than 20% of Members personally present. For the purpose of this clause, "Member" shall include a person attending by proxy or attorney.
- (ii) If a quorum is not present within 30 minutes after the time appointed for an AGM, the meeting may receive the Annual Report and the audited financial statement of accounts and the report of the results of elections, but no other business may be considered.

9.1(e) Adjourned AGM

- (i) An AGM at which a quorum is not present shall stand adjourned to a date not before the expiry of 28 days from the adjourned meeting and not later than 15 months from the last AGM held.
- (ii) At least seven (7) days notice shall be given to each Member of the date, time and place fixed by the Board for the adjourned meeting.
- (iii) If at an adjourned meeting a quorum is still not present, then those Members present shall constitute the quorum and may transact the business for which the AGM was originally called.

9.2 General Meetings called by the Board or by Members

9.2(a) Calling of a General Meeting

- (i) General Meetings of the membership may be called either by resolution of the Board (including in response to an appeal for refusal or exclusion of membership) or at the request of at least 5% of Members who are entitled to vote at a General Meeting.

- (ii) The request by Members shall be:
 - 1. in writing; and
 - 2. signed by the Members making the request; and
 - 3. in the form of a resolution or resolutions to be proposed at the meeting; and
 - 4. lodged with the Association Secretary.
 - (iii) More than one (1) copy of the request may be used for signing by Members provided that the wording of the motions is identical in each copy.
- 9.2(b) The Members calling the meeting must pay the expenses of calling and holding the meeting.
- 9.2(c) The percentage of votes that Members calling the meeting have is to be determined at the midnight before the meeting is called.
- 9.2(d) A General Meeting shall be called within 14 days after the request is lodged and shall be held at such time and place as the Board shall determine but no later than two (2) months after receipt of a written request which complies with requirements contained in Rules 9.2(a)(i) and 9.2(a)(ii). If the Board fails to schedule a meeting before the two (2) month period has expired, the Members who requested the meeting may call and arrange to hold a General Meeting in accordance with the Act.
- 9.2(e) Only the business specified in the notice convening a General Meeting shall be dealt with by the Members present at the meeting.
- 9.2(f) The Board may resolve or any Member may request that a statement (so long as it is not defamatory or scandalous) be provided by the requisitioners in support of the resolution or resolutions to be proposed, or any other matter which may properly be considered, at the General Meeting. A statement in rebuttal may also be provided at the discretion of the Board. All statements shall be sent to all Members entitled to vote at the General Meeting at least 14 days before the date of the meeting.
- 9.2(g) Quorum for General Meeting
- (i) The quorum for a General Meeting shall be 20% of Members entitled to vote at the General Meeting, which shall include a person attending by proxy or attorney.
 - (ii) If a quorum is not present within 30 minutes after the time appointed for a General Meeting, the meeting shall be dissolved.
- 9.2(h) Purpose, Time and Place
- (i) Any meeting of the Association must be held for a proper purpose, at a reasonable time and place.
 - (ii) The Association may hold a meeting of its Members at two (2) or more venues using any technology which gives the Members as a whole a reasonable opportunity to participate.

- 9.2(i) Notice
- (i) Notices in writing in respect of every meeting of the membership shall be given by one or more of the following means:
 1. personally;
 2. prepaid post;
 3. publication in the official Newsletter or Journal of the Association or as an insert therein;
 4. facsimile number; or
 5. electronic address.
 - (ii) Notices by post shall be sent to the address entered in the Register, or to the alternative address nominated by the Member, of each Member who is entitled to vote. All notices must specify the date, time, place and nature of the meeting's business, any intention to propose a special resolution and the right to appoint a proxy.
 - (iii) At least 21 days notice shall be given for meetings of the membership provided that there may be shorter notice in the case of an Annual General Meeting if all the Members entitled to attend and vote at the AGM agree beforehand and in the case of any other General Meeting, if Members with at least 95% of the votes that may be cast at the meeting agree beforehand.
 - (iv) The motions to be considered at any meeting and any associated statements shall be sent to Members together with the instrument for appointment of a proxy not less than 21 days prior to the date of the meeting.
 - (v) The failure to receive or the accidental omission to send a notice of meeting or the motions to be considered thereat, shall not invalidate the meeting or any resolutions thereof, unless it is proved to have affected more than 25% of the Members who are entitled to receive notice.
- 9.2(j) Chairing
- (i) All meetings of the membership shall be chaired by the President who is empowered to regulate the proceedings and procedure including, with the consent of the meeting, adjournment of business.
 - (ii) In the absence of the President at a meeting, in order the Vice-President and then the Secretary shall have the power to conduct and chair meetings of the membership and in the absence of either, the Members present and entitled to vote shall have the power to select one of their number as Chairman.
- 9.2(k) Voting
- (i) All Standard, Concessional, Limited Practice, Academic, Retired, Non-practising and Life Members may hold office and vote at meetings of the Association.
 - (ii) Each Member shall have 1 vote only and shall be entitled to exercise such vote by:
 1. Attendance in person at the meeting; or
 2. Registration of a proxy vote in the case of resolutions proposed and a postal vote in the case of elections held, in accordance with the provisions of the Constitution and the Regulations.
 - (iii) All resolutions save for special resolutions shall be taken upon a simple majority of votes by show of hands, except when a poll is required.

- (iv) On a show of hands, a declaration by the Chairperson is considered conclusive evidence of the result provided that the declaration reflects the show of hands. Neither the Chairperson nor the minutes need to state the number of votes recorded in favour or against.
- (v) In the event of an equality of votes on any motion, the President shall not have a casting vote but instead the motion shall be deemed lost so as to preserve the status quo immediately existing prior to the putting of such motion.

9.2(l) Poll

- (i) The President or any two (2) Members present at a meeting may require a poll to be taken in respect of any resolution. A demand for a poll may be withdrawn.
- (ii) A poll may be demanded:
 1. before a vote is taken; or
 2. before the voting result on a show of hands is declared; or
 3. immediately after the voting result on a show of hands is declared.
- (iii) The manner in which a poll is conducted and votes are recorded and counted shall be as set out in the Act and any Regulations made by the Board.

9.2(m) Postal Ballot

The elections of President, Vice-President, other Board Members and representatives to the Council may be conducted by postal ballot in accordance with the Regulations.

9.2(n) Proxy

- (i) At the meetings, other than meetings of the Board or elections by postal vote, it shall be competent for any Member entitled to vote to appoint another person as a proxy.
- (ii) In order to be valid any instrument in writing appointing a proxy shall be in the prescribed form set out in the Regulations and shall have been lodged at the office of the Association at least 48 hours prior to the time of the holding of the meeting.
- (iii) The form appointing a proxy shall name the person and shall be signed by the Member granting the proxy.

10. General

10.2 *Company Secretary*

10.1(a) The Company Secretary shall be the Association's Secretary unless the Board resolves to the contrary in which case the Board shall appoint a Member or Officer of the Association who is resident within the State of Queensland to be the Company Secretary.

10.1(b) The role of the Company Secretary shall be to ensure the Association's compliance with the Act and to perform any statutory or regulatory duties thereunder.

10.2 Seal

- 10.2(a) There shall be a common seal of the Association to be held in the safe custody of the Secretary.
- 10.2(b) The seal shall be affixed to any instrument or other document required by the Constitution or in respect of which the Association enters into any legal relationships.
- 10.2(c) The affixing of the seal shall be witnessed by two (2) Directors.
- 10.2(d) Instruments or documents which do not need to be under seal and which the Association is capable in law of entering into shall be legally binding if signed by any of the Board or the Company Secretary provided that they are acting in accordance with a resolution of the Board or under delegated authority from the Board.

10.3 Notices and Time

- 10.3(a) Any notice required by the Constitution or the Regulations to be communicated to members shall be transmitted in writing by postal, telegraphic, electronic or other means of dispatch to the last known address of the Member as entered in the Register.
- 10.3(b) The onus of proof of the date of dispatch of any notice issued under the Constitution or Regulations shall be on the sender.
- 10.3(c) A notice of meeting sent by post is taken to be given three (3) days after it is posted. A notice of meeting sent by fax or other electronic means is taken to be given on the business day after it is sent.
- 10.3(d) Where a notice has been served on a Member causing a particular number of days to commence to run after the presumed date of receipt of the notice under Rule 10.3(c), the calculation of the end of the period for the required action or response shall be exclusive of the date of service but inclusive of the last day of the period.
- 10.3(e) Where the last day falls on a weekend or a public holiday, the time shall be extended in respect of that period to the next ordinary working day thereafter.

10.4 Dispute Resolution

All disputes amongst Members and Officers of the Association shall be dealt with by the National Ombudsman as set up in the Constitution of the National Association.

10.5 Confidentiality and Privilege

- 10.5(a) The Board shall determine which information and documents of whatever nature relating to the personal particulars of Members or of any of the affairs of the Association are to remain privileged and confidential.
- 10.5(b) Every Director, Office-Bearer, Member and Officer of the Association shall be bound by the Board's directions as to privilege and confidentiality of various information and documents.

10.6 Indemnity and Insurance

- 10.6(a) Every Director, Office-Bearer and Officer of the Association, having acted within delegated authority in the execution of their duties, shall be indemnified out of the assets of the Association against any liability arising by way of claim for a wrongful act or omission and the costs of defending civil or criminal proceedings related thereto in which judgment is given in their favour.
- 10.6(b) Unless provided for by the National Association, the Board shall enter into an insurance policy with an accredited insurer which shall reimburse the Association against the costs of any liability incurred in legal proceedings against any Director, Office-Bearer or Officer.

10.7 Winding up or Dissolution

- 10.7(a) If upon winding up or dissolution of the Association there remains after satisfaction of all its debts and liabilities any property whatsoever, the same shall not be paid to or distributed amongst the Members of the Association but shall be given or transferred to some other institution or institutions having Objects similar to the Objects of the Association and which shall prohibit the distribution of its or their income and property among its or their Members to an extent at least as great as it imposed on the Association under or by Rule 5 of this Constitution or is contemplated by Section 150 of the *Corporations Act 2001*. Such institution or institutions are to be determined by the Members of the Association at or before the time of dissolution and, in default, by such Judge of the Supreme Court of the State of Queensland as may have jurisdiction in the matter.
- 10.7(b) Every Member of the Association undertakes to contribute an amount not exceeding \$1.00 to the assets of the Association in the event of its being wound up, while remaining as a Member or within one year afterwards, for payment of the debts and liabilities of the Association contracted before ceasing to be a Member and the costs, charges and expenses of winding up and for the adjustment of the rights of the contributories among themselves.

10.8 Amendment and Review

- 10.8(a) No addition, alteration or amendment shall be made to this Constitution unless it has been approved in accordance with the Act.
- 10.8(b) A review of the Constitution shall be conducted under the direction of the Board at least once every five (5) years. A report and recommendations arising from the review shall be submitted to the next following AGM for consideration.