



**AUSTRALIAN FOREST PRODUCTS ASSOCIATION LIMITED**

ACN 008 621 510

## **CONSTITUTION**

**Revision as at 11 June 2014**

**CONSTITUTION**  
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**Corporations Act**  
**A Company Limited by Guarantee**  
**CONSTITUTION**  
**of**  
**AUSTRALIAN FOREST PRODUCTS ASSOCIATION LIMITED**  
**ACN 008 621510**

**1. PRELIMINARY**

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**1.1 Definitions**

In this Constitution, unless the context otherwise requires:

<b>Act</b>	means the Corporations Act 2001 (Cth) and the Corporations Regulations in each Australian jurisdiction
<b>Associate Member</b>	means a member of the Company registered as an Associate Member in the Register of Members in accordance with this Constitution
<b>Association</b>	means an association of persons that operates in one or more states and whose members are substantially involved in one or more sectors of the Industry
<b>Board</b>	means the Board of Directors of the Company appointed and constituted pursuant to the terms of this Constitution
<b>Business Day</b>	means a day on which trading banks are open for general banking business in Sydney and Canberra (excluding Saturdays, Sundays and public holidays)
<b>Chief Executive Officer</b>	means the person appointed or employed as such by the Board under <b>Clause 26</b> of this Constitution
<b>Chamber</b>	means one of the Chambers established pursuant to <b>Clause 19</b> of this Constitution

<b>Company</b>	means Australian Forest Products Association Limited ACN 008 621 510
<b>Constitution</b>	means the constitution of the Company for the time being in force
<b>Full Member</b>	means a member of the Company registered as a Full Member in the Register of Members in accordance with this Constitution
<b>Directors</b>	means the directors of the Company from time to time
<b>Financial Member</b>	means a Member who has paid (if applicable) the annual subscription fee on or before the due date or dates determined from time to time in accordance with this Constitution
<b>Industry</b>	includes, but is not limited to, the following activities undertaken in Australia: plantation and native forest growing, management and harvesting, timber processing, wood, pulp and paper manufacturing , distributing, exporting, importing and preserving of wood and paper products
<b>Governmental Body</b>	includes any government, whether Federal, State, territorial or local, and any minister, department, office, commission, delegate, instrumentality, agency, board, authority, company, body, corporation or other organ of government, whether statutory or otherwise
<b>Member</b>	means a Full Member or an Associate Member
<b>Officer</b>	has the meaning given in the Act
<b>Secretary</b>	means any natural person appointed from time to time to perform the duties of a secretary of the Company in accordance with this Constitution and includes an honorary Secretary
<b>States</b>	means New South Wales, Western Australia, South Australia, Victoria, Tasmania and Queensland and for the purposes of this definition New South Wales shall be deemed to include the Australian Capital Territory and South Australia shall be deemed to include the Northern Territory
<b>Territory</b>	means the Australian Capital Territory

## 1.2 Interpretation

In this Constitution, unless the context otherwise requires:

- (a) words importing the singular include the plural and vice versa;
- (b) words importing any gender include the other gender;
- (c) references to any document are references to that document as amended, consolidated, supplemented, novated or replaced from time to time;
- (d) references to paragraphs and Clauses are references to paragraphs and clauses of this Constitution;
- (e) headings are for convenience only and will be ignored in construing the meaning of this Constitution;
- (f) references to law include references to any constitutional provision, treaty, decree, convention, statute, act, regulation, rule, ordinance, subordinate legislation, rule of common law and of equity and judgment;
- (g) references to any law are references to that law as amended, consolidated, supplemented or replaced from time to time;
- (h) references to any person include references to any individual, company, body, body corporate, association, partnership, firm, joint venture, trust and governmental body;
- (i) if a period of time is specified from, after or before a given day or the day of an act or event, it is to be calculated exclusive of that day; and
- (j) if any act must be performed on a day which is not a Business Day, then it must be performed on the next following Business Day.

## 1.3 Objects

The objects for which the Company is established are to:

- (a) be a vehicle for effective and efficient communication between various sectors within the Industry;
  - (b) shape and drive Industry and government policy development for the benefit of the Industry;
  - (c) secure the best outcomes for the Industry in important policy development through effective lobbying and other targeted representation;
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- (d) raise the profile of the Industry with community opinion leaders, for the purpose of making the Industry relevant, profitable and sustainable;
- (e) develop and champion environmental, social, ethical and other standards for adoption within the Industry;
- (f) encourage and facilitate education on issues relevant to the sustainable growth of the Industry; and
- (g) develop and maintain cohesive and positive working relationships with other bodies with the Industry.

## **2. NAME OF THE COMPANY**

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The Company shall be known as Australian Forest Products Association Limited.

## **3. REGISTERED OFFICE OF THE COMPANY**

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The registered office of the Company shall be as notified from time to time in accordance with the Act.

## **4. REPLACEABLE RULES NOT TO APPLY**

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The Replaceable Rules contained in the Act shall not apply to the Company, other than those that are compulsory for public companies.

## **5. CONSTITUTION SUBJECT TO THE ACT**

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This Constitution is subject to the Act and where there is any inconsistency between a Clause of this Constitution and the Act, the Act shall prevail to the extent of the inconsistency.

## **6. MEMBERSHIP CLASSES**

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### **6.1 Classes of Members**

The Company will have the following classes of members:

- (a) Full Members;
  - (b) Associate Members; and
  - (c) such other classes of members as may be determined by the Board from time to time.
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## 6.2 Full Members

- (a) Each of the following persons will be entitled to apply for membership of the Company as a Full Member:
  - (i) any entity (including an Association) involved directly in the Industry; and
  - (ii) any Governmental Body involved directly in the Industry,
- (b) and, subject to **Clause 7**, any person so applying will be registered as a Full Member of the Company.
- (b) In addition to any other rights set out in this Constitution, each Full Member will have the following rights:
  - (i) the right to attend, and to cast one vote on any resolution moved at, any General Meeting or Annual General Meeting of the Company while they are Financial Members;
  - (ii) the right to speak at any General Meeting or Annual General Meeting of the Company; and
  - (iii) the right to nominate a person from within the Chamber of which the Full Member is a member for election to the Board as the representative of that Chamber.

## 6.3 Associate Members

- (a) Each of the following persons will be entitled to apply for membership of the Company as an Associate Member:
    - (i) any entity (including an Association, Governmental Body, Trade Union, or Environment Non-Government Organisation) or natural person involved indirectly in the Industry; and
    - (ii) any natural person who the Board resolves is an eminent person associated with the Industry,
  - (b) and, subject to **Clause 7**, any person so applying will be registered as an Associate Member of the Company.
  - (c) An Associate Member is entitled to all the rights, benefits and obligations of a Full Member except that an Associate Member:
    - (i) will be entitled to attend but will not be entitled to vote at any General Meeting or Annual General Meeting of the Company but may, with the approval of the Chairman, speak on any subject before the meeting; and
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- (ii) shall not be entitled to nominate any person for election to the Board.

## **7. APPLICATION FOR MEMBERSHIP**

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- (a) Any person seeking admission as a Member of the Company must submit an application for such membership (in such form as the Board prescribes from time to time) to the Secretary. An applicant (not being a natural person) to be a Full Member or an Associate Member shall nominate a representative to attend meetings of the Company and participate in the affairs of the Company on its behalf.
- (b) All applications for membership as a Full Member or an Associate Member must be submitted by the Secretary as soon as practicable to a meeting of the Board which will determine in its absolute discretion whether to approve or reject the application. In no case shall the Board be required to give any reason to an applicant for rejecting an application.
- (c) An applicant under this **Clause 7** shall be informed in writing of the acceptance or rejection of their application by the Secretary as soon as practicable. Where an application is rejected, the Secretary shall within **28 days** after the determination return to the applicant any sum paid pursuant to **Clause 9**.
- (d) The Secretary shall, as soon as practicable after approval of an application by the Board and payment of the appropriate fee as referred to in **Clause 7(a)**, enter the applicant's name in the Register of Members and, upon the name being so entered, the applicant will become a Full Member or an Associate Member of the Company (as the case may be).
- (e) Every Member shall be bound to further the objects and interests of the Company and shall observe the provisions of this Constitution and all decisions of the Company and shall not be party to any act or default which in the opinion of the Board or the Company may tend to prejudice the operations or interests of the Company.

## **8. REGISTER OF MEMBERS**

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A Register of Members shall be kept or be caused to be kept by the Secretary. Such Register shall specify whether the Members are Full Members, or Associate Members and shall specify the names and addresses of such Members, the representatives of such Members and the facsimile or email address for service (if applicable), and the date on which the relevant persons became or ceased to be Full Members, or Associate Members.

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## 9. SUBSCRIPTION FEES

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- (a) The annual subscription fee payable by each of the Full Members and Associate Members shall be determined and notified to those Members from time to time by the Board.
- (b) The annual subscription fees will be due and payable in advance on such date or on such instalment dates as may be determined by the Board from time to time.
- (c) A Member that has not paid (if applicable) the annual subscription fee on or before the due date or dates determined from time to time in accordance with this Constitution shall be deemed to be unfinancial and may be removed from membership of the Company in accordance with **Clause 10(d)** of this Constitution. Prior to such removal, the Member may, after notice of default has been sent to him by the Secretary or Treasurer, be debarred by resolution of the Board from all privileges of membership provided that the Board may reinstate the Member on payment of all arrears if the Board thinks fit to do so.

## 10. CESSATION OF MEMBERSHIP

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- (a) A Full Member may at any time terminate its membership of the Company by giving not less than **6 months'** notice in writing to the Secretary. Such membership shall be deemed to be terminated upon the expiration of the period of the notice so given.
  - (b) An Associate Member may at any time terminate its membership of the Company by giving not less than **1 months'** notice in writing to the Secretary. Such membership shall be deemed to be terminated upon the expiration of the period of the notice so given.
  - (c) A Member shall cease to be a Member of the Company immediately (or on such later date provided by this Constitution):
    - (i) if the Member terminates membership in accordance with the provisions of this Constitution;
    - (ii) if the Board or Company terminates membership in accordance with this Constitution;
    - (iii) if the Member becomes bankrupt or, goes into liquidation, or makes any arrangement or composition with its creditors generally;
    - (iv) if an administrator of the Member is appointed under the Act;
    - (v) if the Member executes a deed of company arrangement;
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- (vi) if the Member enters into a scheme of arrangement or a composition with, or assignment for the benefit of, all or any class of its creditors, or a moratorium involving any of them;
  - (vii) if the Member is insolvent within the meaning of the Act;
  - (viii) if the Member is or states that they are unable to pay its debts as and when they become due and payable;
  - (ix) if a receiver is appointed or receiver and manager is appointed in respect of the Member or any part of the Member's property;
  - (x) if the making of a winding up order, or the passing of or attempted passing of a resolution for winding up, occurs in respect of the Member;
  - (xi) if an application is made to a court (which is not dismissed within 20 Business Days) for an order, or a resolution being passed or proposed, or a meeting being convened or any other action being taken, to cause anything described in paragraphs (iii) to (xi) inclusive above;
  - (xii) If the Member dies;
  - (xiii) if the Member 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;
  - (xiv) if the Member accepts or holds office as auditor of the Company in any capacity;
  - (xv) if the Member is convicted of a felony or any indictable misdemeanour and the Secretary at the request of the Board notifies the Member in writing that they shall forthwith cease to be an Associate Member; or
  - (xvi) holds an office of profit with the Company otherwise than in accordance with **Clause 31(b)**.
- (d) Any Member that fails to observe the provisions of this Constitution or that, in the opinion of the Company or the Board, acts adversely to the objects or interests of the Company or that, directly or through a representative, makes or authorises any public statement which, in the opinion of the Board, is harmful to the interests of the Company may on the motion of the Board or any Full Member of the Company be removed from the Register of Members by a special resolution of the Company. Notice of such special resolution must set out the charge made against the Member and the charged Member may attend or be represented at the meeting and be heard in its defence but shall not otherwise take part in the proceedings except as the Company allows.
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Upon the passing of any such special resolution the name of the Member shall be removed from the Register of Members.

- (e) Any Member whose membership is terminated pursuant to this Constitution shall continue to be liable for all monies due by that Member to the Company as at the date of termination (including, without limitation, all subscription fees, and in addition for any sum not exceeding the sum of the guarantee for which he is liable as a Member under **Clause 37** of this Constitution), but shall cease to have any claim whatsoever, monetary or otherwise, on the Company or its assets. This **Clause 10(e)** is to be read subject to the provisions of **Clause 31(b)**.

## **11. INDEMNITY**

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- (a) To the extent permitted by law:
    - (i) every person who is or has been an Officer of the Company will be indemnified out of the property of the Company against any liability for costs and expenses incurred by that person in defending any Proceedings in which judgment is given in that person's favour, or in which the person is acquitted, or in connection with an application in relation to any Proceedings in which the Court grants relief to the person under the Act; and
    - (ii) every person who is or has been an Officer of the Company will be indemnified out of the property of the Company against any liability to another person (other than the Company or related body corporate of the Company) where the liability is incurred by the Officer in his or her capacity as an Officer of the Company PROVIDED THAT this indemnity shall not apply where the liability arises out of conduct involving a lack of good faith.
  - (b) To the extent permitted by law the Company may pay, or agree to pay, a premium in respect of a contract insuring a person who is or has been an Officer of the Company against a liability:
    - (i) incurred by the person in his or her capacity as an Officer of the Company PROVIDED THAT the liability does not arise out of conduct involving a wilful breach of duty in relation to the Company or a contravention of sections 182 or 183 of the Act; or
    - (ii) for costs and expenses incurred by that person in defending Proceedings, whatever their outcome.
  - (c) In **paragraphs (a) and (b)**:
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- (i) the term Proceedings means any proceedings, whether civil or criminal, being proceedings in which it is alleged that the person has done or omitted to do some act, matter or thing in their capacity as an Officer of the Company (including proceedings alleging that they were guilty of negligence, default, breach of trust or breach of duty in relation to the Company); and
- (ii) the term Officer has the meaning given to that term in section 9 of the Act.

## **12. FINANCIAL YEAR**

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The Company's financial year shall terminate on 30 June each year and all books of account and associated records shall close on such date.

## **13. BOARD - FUNCTIONS AND POWERS**

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- (a) Subject to this Constitution, the Act and to any resolution of a General Meeting of the Company, the management, conduct and control of the Company shall be vested in the Board which will have the power to perform all such acts and do all such things as appear to be necessary or desirable for the proper management of the affairs of the Company other than those functions required by this Constitution to be exercised by a General Meeting of the Company.
- (b) In exercising its functions and powers the Board shall consider the recommendations and suggestions of the Chambers with respect to the Company's policies regarding any aspect of the Industry.

## **14. BOARD - COMPOSITION AND APPOINTMENT**

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- (a) The Board shall consist of no fewer than **4 Directors** and no more than **10 Directors** (not counting Alternate Directors).
- (b) Not used
- (c) A Director who retires or whose office is vacated under this Constitution shall be eligible for election or re-election to the Board except as expressly provided in this Constitution.
- (d) The provisions contained in Clause 30 regarding a poll shall not apply to the election of any Director.

## **15. BOARD - NOMINATIONS AND ELECTIONS**

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- (a) The Board shall comprise:
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- (i) 2 persons from each Chamber who shall be elected by the Full Members within each Chamber in such manner as each Chamber determines no later than 30 June in each year as being that Chamber's nominees for election to the Board at the next Annual General Meeting; and
    - (ii) up to 4 other persons who shall be proposed by the Board as having appropriate skills and knowledge and who shall be elected by the Full Members at an Annual General Meeting.
  - (b) Nominated and proposed candidates elected.
    - (i) If the number of nominated candidates for election to the Board, by any Chamber is equal to or less than the number of vacancies, each of those candidates shall be elected to the Board. Otherwise, a ballot of Full Members of the relevant Chamber shall be held using such a system of voting as is determined by the Board.
    - (ii) In the case of persons proposed for election to the Board by the Board in accordance with Clause 15(a)(ii) a person shall be declared elected if an ordinary resolution to that effect is passed at the Annual General Meeting at which the proposal is presented.
  - (c) The term of each Board Member shall be until the election held at the Annual General Meeting in the calendar year being 2 years after the term commences. Notwithstanding Clause 27(c)(iii), at the 2014 Annual General Meeting the Board may propose up to 4 persons for election as Board Members pursuant to Clause 15(a)(ii). In the event that more than 2 such persons are elected, 2 of those persons (who shall be chosen by lot) shall be members of the Board until the election held at the Annual General Meeting in 2016, and the other person or persons will be members of the Board until the election held at the Annual General Meeting in 2015.
  - (d) Not used.
  - (e) If the number of Directors elected to the Board at the Annual General Meeting is less than the number of vacancies to be filled, then any vacant positions remaining on the Board shall be deemed to be casual vacancies.
  - (f) The Company may by resolution remove a Director from office.
  - (g) Notice of the intention to move the resolution referred to in **paragraph (f)** must be given to the Members at least **1 month** before the meeting is to be held.
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- (h) The Company must give the Director a copy of the notice referred to in **paragraph (g)** as soon as practicable after it is received. The Director is entitled to put his case to the Members by:
    - (i) giving the Company a written statement for circulation to Members; and
    - (ii) speaking to the motion at the meeting (whether or not the Director is a Member of the Company).
  - (i) A resolution, request or notice of any or all of the Directors is void to the extent that it purports to remove a Director from office.
  - (j) Subject to the provisions of the Act, each Director (the “**Appointor**”) by notice in writing may appoint any person (whether or not a Member) to act as an alternate director in place of the Appointor during such period as the Appointor thinks fit. Any alternate director:
    - (i) may be removed or suspended from office by written notice to the Company from the Appointor;
    - (ii) is entitled to receive notice of meetings of the Board, to attend meetings (if the Appointor is not present) and to be counted towards a quorum at meetings;
    - (iii) is entitled to vote at meetings where the alternate director attends on all resolutions on which the Appointor could vote if the Appointor attended and, where the alternate Director is also a director, the alternate director shall have a vote as a Director as well as a separate vote on behalf of the Appointor;
    - (iv) may exercise any powers that the Appointor may exercise where the Appointor is unavailable for any reason except the power to appoint an alternate director. The action of an alternate director shall be conclusive evidence as against third parties of the unavailability of the Appointor;
    - (v) shall automatically vacate office if the Appointor is removed or otherwise ceases to hold office for any reason;
    - (vi) whilst acting as a Director, is responsible to the Company for the alternate's own acts and defaults and shall not be deemed to be the agent of the Appointor;
    - (vii) shall not be taken into account in determining the number of Directors for the purposes of this Constitution; and
    - (viii) may act as an alternate for more than one Director.
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- (k) A Director appointed pursuant to **Clause 15(a) (ii)** shall not be entitled to appoint an alternate director.

## **16. CASUAL VACANCIES**

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- (a) The Board may appoint a person to fill any casual vacancy on the Board and the person so appointed shall hold office for the remainder of the term of the vacating Director except when the casual vacancy occurs in respect of a Director who has been nominated for election to the Board by a Chamber, the Board shall fill the casual vacancy for the remainder of the term of the vacating Director with:
  - (i) a person nominated by the applicable Chamber; or
  - (ii) if the applicable Chamber fails to nominate a replacement within 30 days of the vacancy occurring, a person nominated by the Board.
- (b) For the purposes of this Constitution, a casual vacancy will occur on the Board if any of the following events occur:
  - (i) the person dies, resigns, retires or is removed from office (including in the circumstances referred to in **Clause 15(f)**);
  - (ii) the person becomes an insolvent under administration within the meaning of the Act or become bankrupt or makes any arrangement or composition with his creditors generally;
  - (iii) the person 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;
  - (iv) the person is absent without the consent of the Board from 3 consecutive meetings of the Board;
  - (v) the person becomes prohibited from being, or ceases to be, a Director of the Company by reason or operation of the Act; or
  - (vi) the person holds any office of profit under the Company, otherwise than in accordance with **Clause 31(b)**.

## **17. BOARD MEETINGS**

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- (a) The Board shall meet not less than **4** times during each financial year of the Company for the despatch of business.
  - (b) The Chairman or any two members of the Board may call, or demand the calling of, a meeting of the Board.
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- (c) The quorum for the transaction of business of a meeting of the Board will be 4 Directors. If the number of Directors falls below 4, the Directors may act for the sole purpose of filling the casual vacancy or vacancies pursuant to Clause 16.
- (d) No business shall be transacted by the Board unless a quorum is present and if within half an hour of the time appointed for the meeting a quorum is not present the meeting shall be adjourned to a time and date determined by those present. Such circumstances, together with the names of Directors present, shall be entered in the Minute Book.
- (e) Oral or written notice of a meeting of the Board shall be given by the Secretary to each member of the Board at least **7 days**, but subject to **48 hours** in the event that a majority of the members of the Board so agree, before the time appointed for the holding of the meeting.
- (f) Notice of a meeting given under **paragraph (e)** shall specify the general nature of the business to be transacted at the meeting and no business other than that business shall be transacted at the meeting, except business which a majority of the Board members present at the meeting agree to treat as urgent business.
- (g) Subject to the provisions of this Constitution, questions arising at a meeting of the Board shall be decided by a majority of votes of the members of the Board present and voting and any such decision shall for the Company be deemed a decision of the Board. In the case of an equality of votes, the Chairman of the meeting shall have a second or casting vote.
- (h) A resolution in writing signed by all the members of the Board for the time being entitled to receive notice of a Board meeting shall be as valid and effectual as if it had been passed at a Board meeting duly convened and held. Any such resolution may consist of several documents in like form, each signed by one or more Board members.
- (i) The Board may conduct their meetings by telephone or other means of communication without a Board member or Board members being in the physical presence of another Board member or other Board members.

## **18. COMMITTEES**

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- (a) The Board may delegate any of its powers to Committees consisting of any Member or Members, employees of such Members and such other persons as they think fit and may revoke any such delegation. Any Committee shall exercise the powers delegated to it in accordance
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with any directions that may from time to time be imposed upon it by the Board and shall report to the Board. The meetings and proceedings of any Committee consisting of two or more Members shall be governed by the provisions of this Constitution regulating the meetings and proceedings of the Directors so far as they are applicable and are not superseded by any direction made by the Board under this Clause.

- (b) All acts done by any meeting of the Board or a Committee, or by any person acting as a member of the same shall, notwithstanding that it is afterwards discovered that there was some defect in the appointment of any such member or person acting as aforesaid, or that the member or any of them was disqualified, be as valid as if every person had been duly appointed and was qualified to be such a member.

## **19. CHAMBERS**

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- (a) There shall be 3 Chambers, which shall be respectively known as the:
    - (i) Resources Chamber;
    - (ii) Processing Chamber; and
    - (iii) Pulp and Paper Chamber.
  - (b) The Board shall determine from time to time the remit and the membership and the composition of each Chamber. Each Member may be a member of more than one Chamber, if the activities of that Member make it appropriate to do so.
  - (c) The Board shall determine the budget of each Chamber, taking into account the advice of that Chamber.
  - (d) Each Chamber shall be responsible to, and report to, the Board.
  - (e) A person purporting to represent the views of any Chamber may not make or issue any statements on behalf of that Chamber or the Company without the prior written approval of the Chairman or the Chief Executive Officer.
  - (f) Each Chamber may make such rules as it determines for the regulation of its proceedings, including the election of a Chairman and (if so desired) an executive not exceeding 5 persons.
  - (g) The number or name of Chamber may be amended only upon a special resolution passed at an Extraordinary General Meeting of the Company.
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## **20. BRANCHES**

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The Board may establish State Branches in such States as may seem desirable for the advancement of the Industry if:

- (a) the Company is invited to do so by an existing organisation representing the interests of the Industry in that State, or
- (b) the Board resolves that in its opinion there is no existing organisation whose objects are similar to the objects of the Company which represents the Industry in a particular State.

## **21. OFFICE BEARERS**

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- (a) The Office Bearers of the Company shall comprise:
  - (i) a Chairman;
  - (ii) a Vice-Chairman; and
  - (iii) a Treasurer.
- (b) Office Bearers shall be elected by the Board at the first meeting of the Board after each Annual General Meeting from the members of the Board and shall hold office until the next Annual General Meeting or until their successors in office have been elected or appointed.

## **22. CHAIRMAN**

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- (a) The Chairman shall preside as Chairman at all meetings of the Company and the Board.
  - (b) In the absence of the Chairman, the Vice-Chairman shall have the powers of the Chairman.
  - (c) In the event of both the Chairman and Vice-Chairman being absent from any meeting the Full Members present at a Members' meeting or the Directors present at a Board meeting shall elect one of their number to preside as Chairman of the meeting.
  - (d) The Chairman may at any time require the convening of a meeting of the Board or any other Committee formed by the Company.
  - (e) The Chairman shall decide all disputed points of order at any meeting of the Company or the Board and on a vote of dissent being taken the Chairman's decision shall be final unless two thirds of the Full Members or the Directors (as the case may be) present vote in favour of dissenting from the Chairman's ruling.
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## **23. TREASURER**

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- (a) It is the duty of the Treasurer of the Company to ensure that:
  - (i) all monies received by the Company are banked without deduction to the credit of the appropriate accounts authorised by the Board;
  - (ii) all payments authorised by the Company are made; and
  - (iii) correct books of account and associated records showing the financial affairs of the Company are kept and submitted for audit at least once yearly, and at other times specified by the Board, to the Company's auditor who shall not be a Member.
- (b) The Treasurer shall ensure that the accounts of the Company are prepared and submitted to the Annual General Meeting in accordance with **Clause 25**.

## **24. SECRETARY**

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- (a) The Secretary shall in accordance with the Act be appointed by the Board for such term and upon such conditions as it thinks fit, and any Secretary so appointed may be removed by it. The Secretary shall, as soon as practicable after being appointed as secretary, lodge a consent to act with the Company. Nothing herein shall prevent the Board from appointing a Member of the Company (who is a natural person) as honorary Secretary.
- (b) It is the duty of the Secretary or the nominee of the Secretary to record:
  - (i) all appointments of Office Bearers and members of the Board;
  - (ii) the names of members of the Board present at a meeting of the Board, and the names of Members present at a General Meeting or Annual General Meeting; and
  - (iii) keep minutes of all proceedings at meetings of the Board, General Meetings and Annual General Meetings.

## **25. ACCOUNTS**

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- (a) True and fair accounts shall be kept of the sums of money received and expended by the Company, and the matter in respect of which such receipt and expenditure takes place, and of the property, credits and liabilities of the Company; and, subject to any reasonable restrictions as to the time and manner of inspecting the same that may be imposed in accordance with the provisions of this Constitution,
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shall be open to the inspection of the Members. Once at least in every year, the accounts of the Company shall be examined by one or more properly qualified Auditor or Auditors who shall report to the Members in accordance with the provisions of the Act.

- (b) All accounts prepared under this Clause shall be prepared in accordance with Australian accounting standards.
- (c) The Auditor shall audit the statements of accounts as prepared by the Treasurer in accordance with accepted auditing standards and his report will be attached to and form part of the financial statements submitted for consideration by the Annual General Meeting.

## **26. CHIEF EXECUTIVE OFFICER**

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- (a) The Board shall appoint or alternatively employ a Chief Executive Officer, on such conditions and terms as may be determined from time to time, and may conclude such appointment or employment, to conduct, apply and/or administer the business and/or the administrative activities of the Company under the direct control of the Board.
- (b) The Chief Executive Officer shall:
  - (i) control and supervise all employees of the Company and of any State Branches and direct them as to their duties;
  - (ii) assist in giving effect to the decisions of the Board and the Members of the Company;
  - (iii) be in attendance, unless prevented by illness, incapacity, leave or other sufficient reason, at all meetings of the Board;
  - (iv) perform any act and take any necessary steps for the promotion and/or attainment of the objects of the Company;
  - (v) report to the Board as required; and
  - (vi) not be appointed as a member of the Board.

## **27. ANNUAL GENERAL MEETINGS**

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- (a) The Company shall within the period of **5 months** after the expiration of each financial year of the Company, hold an Annual General Meeting of its Members.
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- (b) The Annual General Meeting of the Company shall, subject to the Act and to this **Clause 27**, be convened on such date and at such place and time as the Board may determine.
  - (c) In addition to any other business which may be transacted at an Annual General Meeting, the Annual General Meeting shall deal with the following matters:
    - (i) confirmation of minutes of the previous Annual and General Meetings;
    - (ii) consider and, if thought fit, adopt the annual reports and the accounts of the Company;
    - (iii) election of the members of the Board of 1 person by each Chamber pursuant to Clause 15(a)(i) and 1 or 2 persons proposed by the Board in accordance with Clause 15(a)(ii);
    - (iv) appointment of an Auditor of the Company; and
    - (v) other business of an urgent nature of which not less than **7 days'** notice in writing has been given by a Member of the Company.
  - (d) Subject to the short notice provisions contained in the Act, the Secretary shall give each Member of the Company at its address appearing in the Register of Members and each Director and Auditor of the Company not less than **21 days'** written notice of the place, date and time for the holding of an Annual General Meeting and shall state the general nature of the business to be transacted at the meeting, provided that the accidental omission to give such notice to, or the non-receipt of such notice by, any such Member shall in no way invalidate the proceedings of an Annual General Meeting.
  - (e) A quorum for the holding of an Annual General Meeting shall be **5 Full Members** and the quorum must be present at all times during the meeting. In calculating a quorum, a Full Member includes a person attending as a proxy or as representing a corporation which is a Full Member.
  - (f) If a quorum is not present half an hour after the scheduled time of the meeting, the meeting shall stand adjourned to a place, date and time to be decided by those Members present or, failing a decision of the Members present, to a place, date and time determined by the Chairman. Such circumstance, together with the names of the Members present, shall be entered in the Minute Book. If at the adjourned meeting a quorum is not present, the meeting shall be dissolved.
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## 28. EXTRAORDINARY GENERAL MEETINGS

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- (a) All meetings of the Company other than Annual General Meetings shall be Extraordinary General Meetings. The Board may, whenever it thinks fit, convene an Extraordinary General Meeting of the Company.
  - (b) The Board shall, on the requisition in writing of not less than 5% of the total number of Full Members who are entitled to vote, convene an Extraordinary General Meeting of the Company.
  - (c) A requisition of Full Members for an Extraordinary General Meeting:
    - (i) shall state the purpose or purposes for which the meeting is being called and shall specify details of any motion to be submitted to the meeting;
    - (ii) shall be signed by the Full Members making the requisition;
    - (iii) shall be lodged with the Secretary; and
    - (iv) may consist of several documents in a similar form, each signed by one or more of the Full Members making the requisition.
  - (d) The Chairman shall determine the date, time and place for the holding of any Extraordinary General Meeting.
  - (e) No business shall be transacted at any Extraordinary General Meeting unless a quorum of Members is present.
  - (f) Subject to the short notice provisions contained in the Act, the Secretary shall give each Full Member and Associate Member of the Company at its address appearing in the Register of Members and each Director and Auditor of the Company not less than **21 days'** written notice of the place, date and time for the holding of an Extraordinary General Meeting and shall state the general nature of the business to be transacted at the meeting, provided that the accidental omission to give such notice to, or the non-receipt of such notice by, any Member shall in no way invalidate the proceedings of an Extraordinary General Meeting.
  - (g) A quorum for the holding of an Extraordinary General Meeting shall be **5 Full Members** and the quorum must be present at all times during the meeting. In calculating a quorum, a Full Member includes a person attending as a proxy or as representing a corporation which is a Full Member.
  - (h) If a quorum is not present half an hour after the scheduled time of the meeting, the meeting shall stand adjourned to a date, place and time
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to be decided by those Full Members present or, failing a decision of the Full Members present, to a date, place and time determined by the Chairman. Such circumstance, together with the names of the Full Members and Associate Members present, shall be entered in the Minute Book. If at the adjourned meeting a quorum is not present, the meeting shall be dissolved.

- (i) If the Board fails to convene an Extraordinary General Meeting to be held within **1 month** after the date on which a requisition of the Full Members for the meeting is lodged with the Secretary in accordance with this Constitution, any one or more of the Full Members who made the requisition may convene an Extraordinary General Meeting to be held not later than **3 months** after that date.
- (j) Where an Extraordinary General Meeting is adjourned in accordance with this **Clause 28** such circumstances, together with the names of the Members present, shall be recorded in the Minute Book.

## **29. SPECIAL RESOLUTIONS**

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- (a) A resolution of the Company is a special resolution if it is passed by at least **75%** of the votes cast by Full Members being entitled under this Constitution to vote (in person or by proxy) on the resolution at a General Meeting of which, subject to the short notice provisions contained in the Act, not less than **21 days'** written notice specifying the intention to propose the resolution as a special resolution was given in accordance with this Constitution.
- (b) Where the nature of the business proposed to be dealt with at a General Meeting requires a special resolution of the Company, the Secretary shall, subject to the short notice provisions contained in the Act, at least **21 days** before the date fixed for the holding of the General Meeting, cause notice to be sent to each Member, Director and Auditor of the Company in the manner provided in **Clause 28(f)** specifying, in addition to the matters required under **Clause 28(f)**, the intention to propose the resolution as a special resolution.

## **30. VOTING AND DECISIONS**

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- (a) Questions arising at any Extraordinary General Meeting or Annual General Meeting of the Company under the provisions of this Constitution shall be determined in the manner set out in **paragraph (e)** unless a special resolution is required.
  - (b) A Full Member may vote in person or by proxy or by attorney and on a show of hands every person present who is a Full Member or a representative of a Full Member shall have one vote and on a poll
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every Full Member present in person or by proxy or by attorney or other duly authorised representative shall have one vote.

- (c) In the event of an equality of votes on any question, the Chairman of the meeting may exercise a second or casting vote.
- (d) Should the Chairman elect not to exercise the right to a second or casting vote provided by **paragraph (c)**, the question is to be resolved in the negative and the status quo prevails.
- (e) A question arising at any meeting of the Company shall be determined on a show of hands unless the Chairman directs, or not less than 5 Full Members who collectively contribute not less than 25 per cent of the fee subscriptions in the financial year in which the meeting is held entitled to vote and be present in person or by proxy at the meeting demand, (before or on the declaration of the result of the show of hands) a poll be conducted. If a poll is duly demanded it shall be taken in such manner and either at once or after an interval or adjournment or otherwise as the Chairman directs.
- (f) On the declaration of the Chairman in the case of a show of hands, or in the case of a poll the result thereof, a question before the meeting shall be deemed to be resolved accordingly and so entered in the Minute Book of the Company.
- (g) A Full Member who is entitled to attend and cast a vote at an Extraordinary General Meeting or Annual General Meeting may appoint a person as the Full Member's proxy to attend and vote for the Full Member at the Extraordinary General Meeting or Annual General Meeting or at a number of meetings until the proxy expires or is revoked.
- (h) The appointment of a proxy pursuant to **paragraph (g)** in respect of a specified meeting will be deemed to include the appointment of that proxy for any adjournment of that meeting unless the proxy is revoked prior to the holding of the adjourned meeting.
- (i) A proxy, appointed to attend and vote for a Full Member has the same rights as the Full Member:
  - (i) to speak at the meeting; and
  - (ii) to vote (but only to the extent allowed by the appointment); and
  - (iii) to join in a demand for a poll.
- (j) A proxy of a Full Member may vote on a show of hands.

- (k) A proxy's authority to speak and vote for a Full Member at a meeting is suspended while the Full Member is present at the meeting.
- (l) An appointment of a proxy may be expressed to be for a specific time/meeting, or to be a standing proxy until the occurrence of a specified event or until revoked by the appointor.
- (m) If an appointment of a proxy does not specify the meeting or period for which the appointment is to be in force, the appointment will remain in force for **12 months**, except subject to the conditions of the proxy, a proxy may be revoked by the appointor or the appointor's attorney at any time. This revocation shall have effect from the time written notice of this revocation is given to the Company.
- (n) The instrument appointing a proxy shall be in writing signed by the appointor or by the appointor's attorney duly authorised in writing, or, if the appointor is a body corporate, under its common seal or the hand of two or more of its officers.
- (o) The instrument appointing a proxy and the original power of attorney (if any) under which it is signed or a certified copy of the power of attorney shall, unless otherwise specified in the notice convening the meeting, be deposited at the Registered Office of the Company not less than **24 hours** before the time for holding the meeting.
- (p) Unless otherwise specified in the notice convening the meeting, a proxy and the authority or attorney under which the proxy is signed may be deposited at the Registered Office of the Company by personal delivery, post or facsimile.
- (q) Every instrument of proxy shall be signed by the Full Member and be in such form as the Board may from time to time prescribe or accept.
- (r) Any instrument of proxy deposited in accordance with this Constitution in which the name of the proxy is not filled in shall be deemed to be given in favour of the Chairman of the meeting or meetings to which it relates unless the Act provides otherwise.
- (s) The instrument of proxy of a Full Member may be worded so that a proxy may be directed to vote either for or against each of the resolutions to be proposed. Where an instrument of proxy so provides, the proxy is not entitled to vote on the resolution except as directed in the instrument.
- (t) Where an instrument of proxy of a Full Member does not direct the proxy to vote either for or against each or any of the resolutions to be proposed, the proxy (including the Chairman of the meeting where

the Chairman is deemed to be given the proxy under **paragraph (r)**), may vote in any way the proxy deems fit.

### **31. INCOME, PROPERTY AND DISBURSEMENTS**

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- (a) All property which may be acquired or purchased by or donated to the Company shall vest in the Company and shall be managed and controlled by the Board.
  - (b) The income and property of the Company from whatever source derived shall be applied solely towards the promotion of the objects of the Company as set forth in this Constitution and no portion thereof shall be paid or transferred, directly or indirectly, by way of dividend, bonus or otherwise to the Members of the Company PROVIDED THAT nothing herein contained shall prevent the payment in good faith of remuneration to any officers or servants of the Company or to any Member, in return for any services actually rendered to the Company or for goods supplied in the ordinary and usual way of business, nor prevent the payment of interest at a rate not exceeding the rate for the time being which is or would be charged by the Company's bankers for money lent to the Company on money borrowed from any Member, or reasonable and proper rent for premises demised or let by any Member to the Company, but so that unless the Company determines otherwise at a general meeting and as approved by the Directors, no member of the Board, Committee or other governing body of the Company shall be appointed to any salaried office of the Company or any office of the Company paid by fees and that no remuneration or other benefit in money or monies worth shall be paid or given by the Company to any member of such Board, Committee or governing body except repayment of out-of-pocket expenses and interest at the rate aforesaid on money lent or reasonable and proper rent for premises demised or let to the Company.
  - (c) All money received by the Company shall be deposited as soon as practicable and without deduction to the credit of the Company's bank account or other investment account.
  - (d) All money received by the Company shall be recorded in such proper manner as is necessary to satisfy Australian accounting standards and an appropriate receipt may be issued, on the request of the payee, after receiving any money.
  - (e) All cheques, drafts, bills of exchange, promissory notes and other negotiable instruments shall be signed by any **2 Directors** or **2 employees** of the Company, being employees authorised to do so by the Board.
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### **32. RECOVERY OF MONIES**

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- (a) All monies due to the Company by any Member or other person may be sued for and recovered from such Member or other person in the name of the Company.
- (b) Proceedings for the recovery of any monies shall be taken by the Chief Executive Officer or the Chairman in the name of the Company when so instructed by the Board.

### **33. COMMON SEAL**

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- (a) The Common Seal of the Company shall be kept in the custody of the Secretary.
- (b) The Common Seal shall not be affixed to any instrument except by the authority of the Board and the affixing of the Common Seal shall be attested by a Director and countersigned by another Director, Secretary or another person authorised by the Board.

### **34. ALTERATION TO THE CONSTITUTION**

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This Constitution may only be altered, rescinded or added to, at an Extraordinary General Meeting or Annual General Meeting of the Company by a special resolution and in compliance with the Act.

### **35. NOTICES**

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- (a) A notice may be given by the Company to any Member either personally, by e-mail or facsimile to the relevant e-mail address or facsimile number of the relevant Member as shown on the Register of Members, by sending it by post addressed to the Member at his address as shown in the Register of Members or otherwise by such method (including by advertisement) as the Directors may determine.
  - (b) In the case of a Member whose registered address is outside Australia, a notice sent by post shall be sent by airmail in an envelope bearing the requisite postage.
  - (c) Any notice by advertisement shall be deemed to have been served on the day of publication of the newspaper containing the advertisement. Any notice sent by post shall be deemed to have been served on the day following the day on which the notice is posted unless sent by airmail to an address outside Australia in which it was posted, in which case it shall be deemed to have been served on the fifth day following the day on which it is posted. A notice sent by facsimile or other electronic means shall be deemed to have been served on the same day that it is sent.
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- (d) In proving service by post, it is sufficient to prove that the notice bearing the requisite postage was properly addressed and posted. A certificate in writing signed by a manager, secretary or other officer of the Company that the notice was so addressed and posted shall be conclusive evidence thereof.
- (e) Where:
  - (i) the Company has a bona fide reason to believe that a Member is not known at the address shown for that Member in the Register of Members;
  - (ii) the Company has subsequently made an enquiry at that address as to the whereabouts of the Member; and
  - (iii) the enquiry either elicits no response or a response indicating that the Member's present whereabouts are unknown,
- (c) all future notices shall be deemed to be given to the Member if the notice is exhibited in the registered office of the Company for a period (not including weekends and public holidays) of **48 hours** and shall be deemed to be duly served at the commencement of that period. This Clause shall apply unless and until the relevant Member informs the Company of a registered place of address or that the Member has resumed residence at the Member's address shown in the Register of Members or notifies the Company of a new address to which the Company may send the Member notices (which new address shall be deemed to be the Member's registered place of address).
- (f) The signature to any notice to be given by the Company may be written or printed.
- (g) Where a given number of days' notice or notice extending over any other period is required to be given, the day on which notice is deemed to be given shall be reckoned in the number of days or other period.

## **36. DISSOLUTION OF THE COMPANY**

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- (a) The Company may be dissolved or wound up by a special resolution of Full Members.
  - (b) If upon the winding-up or dissolution of the Company there remains, after satisfaction of all its debts and liabilities, any property whatsoever, the same shall not be paid to or distributed among the Members of the Company, but shall be given or transferred to some other institution, company, fund or authority having objects similar to the objects of the Company, and whose constitution or other constituent documents prohibits the distribution of its or their income
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and property among its or their members to an extent at least as great as is imposed on the Company under or by virtue of **Clause 31** and which shall have tax exempt status for the purposes of section 50-40 of the Income Tax Assessment Act 1997 as amended from time to time. Such company, fund, institution or activity shall be determined by the Full Members of the Company in accordance with the Act at or before the time of the dissolution and in default thereof by application to the Supreme Court of the Territory for determination.

### **37. MEMBERS' LIABILITIES**

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- (a) The liability of a Member of the Company is limited in the manner set out in **paragraph (b)**.
- (b) Every Member of the Company undertakes to contribute to the property of the Company in the event of the Company being wound up while he is a Member, or within one year after he ceases to be a Member, for payment of the debts and liabilities of the Company (contracted before he ceases to be a Member) and of the costs, charges, and expenses of winding up and for the adjustment of the rights of the contributories among themselves, such amount as may be required, not exceeding an amount of **\$20.00**.

