Constitution

THE ROYAL AUSTRALIAN INSTITUTE OF ARCHITECTS LIMITED
ACN 000 023 012

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To be updated following Special General Meeting

STATEMENT OF RECOGNITION

The Royal Australian Institute of Architects recognises the unceded sovereign lands and rights of Aboriginal and Torres Strait Island peoples as the First Peoples of these lands and waters.

This recognition generates acknowledgement and respect for Aboriginal and Torres Strait Islander Countries, Cultures and Communities, and their ways of being, knowing and doing.

Caring for Country practices including architecture and place shaping have existed on this continent since time immemorial.

The Institute recognises a professional commitment to engage and act meaningfully through reciprocal partnership and relationships with Aboriginal and Torres Strait Islander peoples.

Together we will support and develop the emergence of new possibilities for our shared future.

PREAMBLE

The Royal Australian Institute of Architects, established in 1930, is a national member based organisation for the architecture profession. The Institute supports and advances the architecture profession by advocating for high quality design and responsible sustainability for the built environment.

1. NAME

The name of the Institute is The Royal Australian Institute of Architects Limited.

2. PURPOSE

2.1 **Principal Purposes and powers**

(a) The Institute is a not-for-profit public company limited by guarantee.

(b) The Principal Purposes of the Institute are to:

(i) advance architecture;

(ii) advance education, culture and social or public welfare, through architecture;

(iii) advocate for the profession; and

(iv) encourage education in architecture.

(c) Solely for the purpose of furthering the Principal Purposes, the Institute:

(i) may do all things incidental or conducive to furthering the Principal Purposes; and

(ii) has the capacity and powers of a company under the Corporations Act subject to the provisions of this Constitution.

2.2 **Application of income and property**

(a) The income and property of the Institute must be applied solely towards the Principal Purposes.

(b) No portion of the profits, income or property of the Institute may be paid or transferred directly or indirectly to Members or Directors by way of dividend, bonus or otherwise in their capacity as Members or Directors.

(c) No Director or member of the National Council, Chapter Council or any other governing body of the Institute may be appointed to any salaried office as an employee of the Institute.

(d) Sub-clauses 2.2(b) and 2.2(c) do not prevent the Institute from doing the following things, provided they are done in good faith:

(i) paying a Member or Director for goods or services they have provided or expenses they have properly incurred at fair and reasonable rates or rates that are more favourable to the Institute in the ordinary and usual course of business;

(ii) making a payment to a Member or Director in carrying out the Institute's Principal Purpose;

(iii) paying Directors' remuneration and benefits in accordance with clause 7.5; or

(iv) paying premiums for insurance indemnifying Directors, as permitted by law (including the Corporations Act) and this Constitution.

(e) Any payment made under sub-clause 2.2(d) must be approved by the Directors.

(f) Members and Directors must repay on demand any dividend, bonus, profit or other benefit received from the Institute in breach of this clause 2.2.

3. MEMBERSHIP

3.1 Classes of Members

(a) The Board may determine, in consultation with the National Council:

(i) the various classes of membership of the Institute;

(ii) qualifications for admission to each class;

(iii) rights attaching to being a Member in each class; and

(iv) any restrictions attaching to being a Member in each class.

(b) Subject to the Corporations Act and any other applicable laws, the Board may, at any time, in consultation with the National Council:

(i) vary or cancel rights attaching to a Membership Class; and

(ii) convert a member from one Membership Class to another Membership Class.

(c) The suffix letters, eligibility criteria, qualifications, rights and restrictions of each Membership Class are set out in the Regulations.

(d) In exceptional circumstances, the National Council may resolve to bestow a posthumous title or award of the Institute to a person who was a Member at the time of, or prior to, their death.

3.2 Admission

(a) Any person who meets the eligibility criteria specified in the Regulations for at least one Membership Class, and is committed to the Principal Purposes of the Institute, may apply to become a Member.

(b) In order to become a Member, each applicant must:

(i) complete and deliver to the Institute an application:

(A) in a form approved by the Board in consultation with the National Council;

(B) identifying the Membership Class that the applicant is applying to join; and

(ii) pay the applicable membership fees (if any) for the Membership Class of which they are applying to join, as determined by the Board in consultation with the National Council, from time to time.

(c) By completing and submitting an application form, if accepted, the applicant agrees to:

(i) comply with, and be bound by, this Constitution and any other rules, Regulations, policies and standards prescribed by the Board from time to time including but not limited to the Code of Ethics and Member Behaviour Policy; and

(ii) give a guarantee of not less than the Guaranteed Amount in accordance with clause 11.11.

(d) The Board must consider and resolve whether to accept or reject each application for Membership within a reasonable time.

(e) The Board is not required to give any reason for accepting or rejecting an application for Membership.

(f) Notwithstanding the applicant's nominated Membership Class, the Board has the discretion to assign the applicant to a different Membership Class.

(g) If the Board accepts an application, the Institute must:

(i) send to the Member written notice of the acceptance, including details of the Membership Class assigned to the Member and rights attaching to that Membership Class;

(ii) enter the applicant's details into the Register; and

(iii) request payment of the applicable membership fees (if any).

(h) An applicant becomes a Member once the Institute accepts the applicant's application and enters the applicant's details into the Register.

(i) The rights and privileges of every Member are personal to each Member and are not transferable by the Member's own act or by operation of law.

(j) Members are entitled to receive a certificate of Membership evidencing that the person is a Member (subject to any conditions prescribed by the Board in consultation with the National Council).

3.3 **Register of Members**

(a) The Secretary must maintain the Register.

(b) The Register must contain:

(i) the name, address, date of entry and assigned Membership Class for each Member and former Member; and

(ii) the date on which a person ceased to be a Member for each former Member.

3.4 **Fees**

(a) The Institute may require that Members pay fees or levies in the amount and at the times determined by the Board in consultation with the National Council from time to time.

(b) The Institute may make fees payable for one or more classes of Members, in different amounts, at different times.

(c) The Institute may give notice to Members:

(i) specifying the amount, time and method of payment of the fees;

(ii) waiving or deferring payment of all or part of the fees payable;

(iii) extending the time for payment of the fees; or

(iv) allowing the fees to be paid in instalments.

(d) If a Member who is an individual fails to pay their fees or their fees are not successfully processed before the Membership Fee Date in any year, their Membership will be deemed inactive and they will not be able to access any membership benefits until payment of all arrears of fees. If a Member fails to pay all arrears of fees prior to the renewal notices being sent out for the next year, that Member will be deemed to have resigned and is no longer a Member on and from that date.

(e) If a Practice Member fails to pay their fees or their fees are not successfully processed before the agreed due date for these fees (which may be processed on a quarterly or annual basis) (**Practice Membership Fee Date**), their Membership will be deemed inactive and they (including all staff of the relevant practice) will not be able to access any membership benefits until payment of all arrears of fees. If a Practice Member fails to pay all arrears of fees prior to the renewal notices being sent out for the next period, that Practice Member will be deemed to have resigned and is no longer a Member on and from that date.

(f) The Board may reinstate any former Member on payment of all arrears of fees.

3.5 **Cessation of Membership**

(a) A Member's Membership of the Institute will cease:

(i) if the Member gives the Institute a written resignation (including deemed resignation pursuant to clause 3.4(d) or 3.4(e)), on receipt of that notice by the Institute (or the date of the relevant deemed resignation (as applicable));

(ii) if the Member's Membership is terminated in accordance with clause 3.6 of this Constitution;

(iii) if the Board determines, in its sole discretion, that the Member is uncontactable because the Member has not responded to correspondence sent to them using the contact details entered in the Register for that Member; or

(iv) where the Member is a natural person, if the Member:

(A) dies;

(B) becomes bankrupt or insolvent or makes an arrangement or composition with creditors of the person's joint or separate estate generally; or

(C) is convicted of an indictable offence; or

(v) where the Member is a Practice Member, if:

(A) the Member is dissolved or otherwise ceases to exist;

(B) a liquidator or provisional liquidator is appointed in connection with the winding up of the Member; or

(C) an order is made by a Court for the winding up or deregistration of the Member.

(b) A Member whose Membership is terminated will be liable for all moneys due by that Member to the Institute in addition to any sum not exceeding the Guaranteed Amount for which the Member is liable under this Constitution.

(c) There will be no liability for any loss or injury suffered by the Member as a result of any decision made in good faith under this clause.

(d) Any person who for any reason ceases to be a Member must not represent themselves in any manner as being a Member.

3.6 **Discipline of Members**

(a) The Board may resolve to terminate or suspend the membership of a Member:

(i) whose conduct in their opinion renders it unreasonable that that Member continue to be a Member of the Institute; and

(ii) only after the Member has been given at least 14 days' notice of the resolution and has had the opportunity to, either orally or in writing, provide an explanation or defence to their conduct at or prior to the meeting of Directors at which the resolution is proposed.

(b) Before passing any resolution under sub-clause 3.6(a), the Board may adopt, at its discretion, other procedures to aid resolution of the complaints against the Member, including appointment of a mediator, conciliator or committee.

(c) The Institute may discipline a Member (including suspension or expulsion) as set out in the Regulations.

(d) No person may be a Director or volunteer following expulsion or during suspension as a Member unless such a person is subsequently readmitted as a Member.

4. GENERAL MEETINGS AND RESOLUTIONS OF MEMBERS

4.1 Annual General Meeting

(a) The Directors must hold and call annual general meetings of Members of the Institute in accordance with the Corporations Act.

(b) The business of an Annual General Meeting may include any of the following, even if not referred to on the notice of meeting:

(i) the consideration of the annual financial statements, Directors' declaration and Directors' report and Auditor's report;

(ii) the appointment of Directors;

(iii) the appointment of an auditor; and

(iv) the fixing of the auditor's remuneration.

4.2 Convening general meetings

(a) The Directors must call and hold a general meeting on the request of Members made in accordance with the Corporations Act.

(b) A general meeting may be called by either a resolution of the Board or by the Members (as provided by the Corporations Act), at a time and:

(i) at one or more physical venues;

(ii) at one or more physical venues and using virtual meeting technology; or

(iii) using virtual meeting technology only,

(iv) determined by the Board provided that, in each case and subject to the Corporations Act, Members as a whole are given a reasonable opportunity to participate in the meeting.

~~(b) A general meeting may be called:~~

~~(i) by at least four Directors;~~

~~(ii) by a resolution of the Board, at a time and place as the Directors resolve; or~~

(c) ~~by the Members, as provided by the Corporations Act.~~ If virtual meeting technology is to be used for a general meeting, the Board will determine the type of virtual meeting technology to be used, which may include any combination of telephone, video conferencing, messaging, smartphone application or any other audio or visual device which permits instantaneous communication.

(d) The Board, by resolution and in accordance with the Corporations Act may cancel or postpone any meeting convened by the Board by notice in writing to all persons who were entitled to receive notice of that meeting, except where the cancellation or postponement would be contrary to the Corporations Act. Any failure to give notice of cancellation or postponement does not invalidate the cancellation or postponement~~.~~, or any resolution passed at a postponed general meeting.

~~(iii)~~

4.3 **Notice of general meetings**

(a) Subject to the provisions of the Corporations Act allowing general meetings to be held with shorter notice, Members must be given at least 21 days' written notice of any general meeting (exclusive of the day on which the notice is served or deemed to be served and exclusive of the day for which notice is given).

(b) A notice of general meeting must:

(i) be in writing:

(ii) specify the place, the day and the time of the meeting (and, if the meeting is to be held in two or more places, the technology that will be used to facilitate this);

(iii) state the general nature of the business to be transacted at the meeting;

(iv) include a form for the appointment of a Proxy which has been approved by the Board for the purpose;

(v) specify that notice of a proxy must be given to the Institute at least 48 hours before the meeting starts, by delivery to the Institute at its registered address or at another address (including an electronic address) specified in the notice of the meeting; and

(vi) comply with the Corporations Act.

(c) In the case of a general meeting, notice must be given to:

(i) each Member entitled to vote at the meeting;

(ii) each Director; and

(iii) the auditor of the Institute.

(d) An accidental failure to send a notice of general meeting (include a proxy appointment form) to any Member or the non-receipt of a notice (or form) by any Member does not invalidate the proceedings or any resolution passed at the general meeting.

4.4 **Right to attend meetings**

(a) Each Director, Member and any auditor of the Institute is entitled to attend any meetings of Members.

(b) Members may introduce visitors to be present while the public business of the Institute is being transacted. Visitors may not address the meeting unless they are invited to do so by the chairperson.

4.5 **Chairperson of general meetings**

(a) The National President is the chairperson at every general meeting of Members.

(b) If there is no National President or the National President is not present within 15 minutes after the time appointed for the holding of the general meeting or the National President is unwilling to act as chairperson for all or part of the meeting, the following, in order of precedence, is the chairperson unless unable or unwilling to do so:

(i) the National President Elect;

(ii) a Director chosen by a Majority of the Directors present;

(iii) the only Director present; or

(iv) a Member chosen by a Majority of the Members present.

(c) No business will be discussed or transacted at any general meeting while the chair is vacant except the election of a chairperson.

4.6 **Role of chairperson of general meeting**

The chairperson of a general meeting:

(a) has charge of the general conduct of the meeting and of the procedures to be adopted at the meeting;

(b) must give the Members as a whole, reasonable opportunity to make comments and ask questions; and

(c) may determine any disputes about questions of procedure.

4.7 **Quorum for general meetings**

(a) No business may be transacted at any general meeting, other than the election of a chairperson or adjournment of a meeting, unless a quorum of Members is present at the time when the meeting begins its business.

(b) A quorum of Members for a general meeting is ten Voting Members who are present and entitled to vote.

(c) If a quorum is not present within half an hour after the time appointed for a general meeting, then:

(i) in the case of a meeting called or requested by Members, the meeting is dissolved;

(ii) in any other case:

(A) the meeting stands adjourned to such day, and at such time and place, as the Members present will determine or, if no determination is made by the Members present, to the same day in the next week at the same time and place; and

(B) if at the resumption of the meeting a quorum is not present within 15 minutes after the time appointed for the meeting, then the Members present will be deemed to be a quorum irrespective of their number.

(d) A Member that is suspended is not counted as a Member for the purpose of determining quorum.

~~(d)~~(e) A person participating through the use of technology approved by the Directors and set out in the notice of meeting will be deemed to be present at the meeting in person and included in the quorum.

4.8 **Adjournment, cancellation or postponement of general meetings**

(a) The chairperson of a general meeting may at any time, and must if so directed by the Members with a Majority of votes that may be cast at the meeting, adjourn the meeting or any business, motion, or discussion being considered or remaining to be considered by the meeting.

(b) Only unfinished business is to be transacted at a general meeting resumed after an adjournment.

(c) It is not necessary to give any notice of an adjournment, or of the business to be transacted at any adjourned meeting, unless a meeting is adjourned for one month or more.

(d) A meeting adjourned under this clause stands adjourned to:

(i) such day, and at such time and place, as the Directors present decide; and

(ii) if no determination is made by the Directors, to the same day in the next week at the same time and place.

(e) Subject to the Corporations Act and provided that the meeting was not called under sub-clause 4.2(a) or ~~4.2(b)(iii)~~4.2(b), the Directors may at any time change the venue for, postpone or cancel a general meeting not less than 5 Business Days before the time the meeting was to be held, by giving notice to each person entitled to receive notice of the general meeting.

4.9 **Method of Voting**

(a) A resolution put to the vote of a meeting is decided on a show of hands unless a poll is demanded by at least three Voting Members present at the meeting prior to a vote being taken, or immediately after the declaration of a result of a vote conducted by means other than a poll.

(b) A demand for a poll may be withdrawn.

(c) If a poll is duly demanded, it will be taken when and in such a manner as the chairperson directs.

(d) A poll demanded on the election of the chairperson of the meeting or on a question of adjournment of a meeting must be taken immediately.

(e) A Voting Member may vote in person or by proxy.

4.10 **Voting rights**

(a) Subject to this Constitution, at a meeting of Members:

(i) on a poll, each Voting Member has one vote; and

(ii) on a vote conducted by other means, each present Voting Member has one vote (for example, on a show of hands or voices, a Voting Member only has one vote even if the Voting Member carries other proxies).

~~(b) In the case of a resolution passed under clause 4.14, each Voting Member has one vote.~~

~~(c)~~(b) A Member who is suspended is not entitled to vote during the period of suspension.

~~(d)~~(c) In this Constitution, all references to a vote of Members is to a vote of Voting Members. Non-Voting Members do not have a vote.

4.11 **Decisions of the Members**

(a) Unless a Special Resolution is required under the Corporations Act or this Constitution, a resolution is carried if a Majority of the votes cast on the resolution are in favour of the resolution.

(b) In a case of an equality of votes cast on a motion (whether the vote is taken by poll or show of hands), the chairperson of the general meeting will have a casting vote in addition to any vote to which ~~he~~they ~~or she~~ may be entitled as a Member.

(c) A declaration by the chairperson of the meeting that a resolution has been carried or lost, and an entry to that effect in the minutes is conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the resolution, unless a poll is demanded.

(d) An objection may be raised to the qualification of a voter only at the meeting or adjourned meeting at which the vote objected to is given or tendered. Any such objection will be referred to the chairperson of the meeting whose decision is final. A vote not disallowed pursuant to such an objection is valid for all purposes.

4.12 **Proxies**

(a) A Member may appoint a proxy to act on behalf of the Member at one or more general meetings.

(b) A proxy may exercise any and all of the rights of the Member who appointed them at a general meeting, subject to the following:

(i) a proxy must be an existing Voting Member who is qualified and entitled to be present and vote at the general meeting;

(ii) a proxy is subject to any directions or limitations specified in the proxy appointment; and

(iii) a proxy does not have the authority to speak and vote for a Member at a meeting while the Member is at the meeting.

(c) The appointment of a proxy must be:

(i) in writing;

(ii) signed by the Member making the appointment;

(iii) received by the Institute at least 48 hours (or such lesser time specified in the notice of meeting to which the appointment relates) before the meeting at which the Member proposes to vote; and

(iv) contain the information required by the Corporations Act.

(d) The Institute receives an appointment of a proxy or attorney or other authority under which it was signed when they are:

(i) received at:

(A) the Institute's registered office; or

(B) a place, facsimile number or electronic address specified for that purpose in the notice of general meeting; or

(ii) if the notice of general meeting specifies other electronic means by which a Member may give an appointment, received by the Institute in accordance with the Corporations Act.

(e) A vote given by proxy is valid even if the Member who appointed the proxy revokes the appointment, or ceases to be a Member, provided that the chairperson was not aware of the revocation or cessation of Membership at the time the proxy cast the vote.

~~4.13 **Use of technology in meetings**~~

~~(a) The Institute may hold a general meeting at two or more venues using any technology that gives the Members as a whole a reasonable opportunity to participate.~~

~~(b) A person participating through the use of technology will be deemed to be present at the meeting in person.~~

~~4.14 **Written Resolutions of Members**~~

~~(a) This clause 4.14 does not apply to a Special Resolution, a resolution to remove a Director from office, or a resolution by the Members to appoint or remove an auditor.~~

~~(b) A resolution may be passed without a meeting if:~~

~~(i) notice has been given of the resolution to all of the Members entitled to vote;~~

~~(ii) notice has been given to the auditor (if any); and~~

~~(iii) a Majority of the Members entitled to vote give their approval in writing.~~

~~(c) For the purpose of this clause:~~

~~(i) the notice must include the wording of the resolution;~~

~~(ii) approval in writing includes approval given by email and any other means of electronic communication; and~~

~~(iii) a resolution will be deemed to have failed and not passed if it has not achieved the requisite Majority within 10 business days after the notice was given.~~

~~(d) The resolution is passed at the time when approval of the last person necessary to constitute a Majority is given to the Secretary.~~

5. DIRECTORS

5.1 Number of Directors

(a) Subject to the Corporations Act, the Institute may by a resolution passed at a general meeting increase the minimum number of Directors or increase or reduce the maximum number of Directors.

(b) Until the Institute resolves otherwise in accordance with clause 5.1(a), there will be a:

(i) minimum number of six Directors; and

(ii) maximum number of eight Directors (including the chairperson of the Board).

5.2 Composition of the Board

(a) Subject to clause 5.6, the Board must comprise:

(i) the National President;

(ii) the Immediate Past President;

(iii) the National President Elect;

(iv) three Independent Directors appointed by the Board in accordance with clause 5.4(a); and

(v) two National Councillors appointed by the National Council in accordance with clause 5.4(b) (**National Councillor Director**).

(b) The National President, the Immediate Past President and the National President Elect will be subject to rotation in accordance with clauses 5.5(b)~~5.5(c)~~ and 8.6.

5.3 Eligibility

(a) Any natural person committed to the Principal Purposes is eligible to be elected or appointed (as applicable) as a Director provided:

(i) the person is a Voting Member or Graduate Member (subject to sub-clause 5.3(b));

(ii) the person has given the Institute written, signed consent to act as a Director;

(iii) the person has suitable qualifications, skills and experience to discharge the functions of a Director (such qualifications, skills and experience to be determined by the Board from time to time); and

(iv) the person is not disqualified from being a Director by the Corporations Act.

(b) An Independent Director must not be:

(i) a Voting Member or Graduate Member; or

(ii) eligible to be a Voting Member or Graduate Member.

5.4 **Appointment of Directors**

Subject to clauses 5.1, 5.2, and 5.3 and taking into consideration the Institute's ~~People and Culture~~ pPolicies and the candidates' qualifications, skills and experience to discharge the functions of a Director:

(a) the Board, in consultation with the National Council, has the power to appoint any person as an Independent Director from time to time; and

(b) the National Council has the power to appoint any National Councillor as a National Councillor Director from time to time.

5.5 **Term of office**

~~(a) This clause 5.5 is subject to the transitional arrangements in Schedule 1.~~

~~(b)~~(a) The term of office of an Independent Director and a National Councillor Director is three years following the Director's last appointment or election (as applicable).

~~(c)~~(b) Subject to clause 8.7(g)~~8.7(h)~~, the term of office of the National President, National President Elect and Immediate Past President is one year and at conclusion of that year:

(i) the National President Elect will automatically take office as the National President;

(ii) the National President will automatically take office as the Immediate Past President; and

(iii) the Immediate Past President ceases to be a Director.

~~(d)~~(c) Subject to clauses 5.5(d)~~(e)~~ and 5.5(e)~~(f)~~, an Independent Director and a National Councillor Director have a maximum tenure of two terms (ie. six years) and will not be eligible for re-election or reappointment (as applicable) as a Director until three years after completion of their last term.

~~(e)~~(d) Any period of service of a person as an Independent Director or National Councillor Director (as applicable) pursuant to clause 5.6(b) will not be counted as a term or part of a term under this clause 5.5, provided that such period of service is less than a year. For the avoidance of doubt, where the period of service of a person as a Director under clause 5.6(b) is a year or more, such period will be counted as a term or part of a term under this clause 5.5 and will be included in determining whether that Director has served as a Director for two terms.

~~(f)~~(e) A person initially elected as a Director (other than the National President Elect) may be elected as the National President Elect, in which case, the period between the appointment of that person as a Director and election of that person as the National President Elect, will not be counted as a term or part of a term and will not be included in determining whether that person has served as a Director for two terms.

5.6 **Casual vacancy on the Board**

(a) There will be a casual vacancy on the Board if:

(i) a Disqualifying Event occurs in respect of a Director;

(ii) a Director ceases to be a Member (unless the Director is an Independent Director);

(iii) a Director is absent from Board meetings for three consecutive meetings without leave of absence from the Directors; or

(iv) the number of Directors in office at any time does not meet the requirements of clauses 5.1 and 5.2.

(b) In the event of a casual vacancy in the office of a Director, subject to clauses 5.1, 5.2, 5.3 and 8.8(d) and taking into consideration the Institute's ~~People and Culture~~ pPolicies and a candidates'

qualifications, skills and experience to discharge the functions of a Director, the Board in consultation with the National Council must act as soon as possible to:

(i) appoint a Director to fill the relevant casual vacancy;

(ii) if the Board composition still does not meet the requirements of clauses 5.1, 5.2 and 5.3 after appointment of that Director, appoint additional Director(s) to the Board.

(c) An Independent Director or National Councillor Director (as applicable) appointed under clause 5.6(b) will hold office until such time as the term of the Independent Director or National Councillor Director (as applicable) who vacated the position would have otherwise expired.

5.7 **Defects in appointment of Directors**

Each resolution passed or thing done by, or with the participation of, a person acting as a Director, Secretary or member of a committee is valid even if it is later discovered that:

(a) there was a defect in the appointment of the person; or

(b) the person was disqualified from continuing in office, voting on the resolution or doing the thing.

5.8 **Secretary**

(a) If required by the Corporations Act, there must be at least one Secretary of the Institute appointed by the Board on such terms and conditions as the Board thinks fit.

(b) A person must not be appointed Secretary unless the person has given the Institute a signed consent to act as Secretary.

(c) Subject to the terms of the Secretary's employment contract, the Board may suspend, remove or vary the appointment terms of a Secretary at any time, with or without cause.

5.9 **Chief Executive Officer**

(a) The Board may appoint a person as the Chief Executive Officer on such terms and conditions as the Board resolves.

(b) Subject to applicable laws and the terms of the Chief Executive Officer's employment agreement, the Board may at any time remove, dismiss or suspend the Chief Executive Officer.

(c) The Board may confer any of the powers exercisable by the Board on the Chief Executive Officer on such terms and conditions and with such restrictions as the Board thinks fit.

(d) The Board may revoke or vary any power delegated to the Chief Executive Officer at any time.

(e) The powers delegated to the Chief Executive Officer must be exercised in accordance with any directions of the Directors.

6. PROCEEDINGS OF DIRECTORS

6.1 **Powers of Directors**

(a) The Directors are responsible for the management and control of the business and affairs of the Institute and may exercise all the powers of the Institute (in accordance with the provisions of this Constitution) that are not, by the Corporations Act or by this Constitution, required to be exercised by the National Council, or the Members in general meeting.

(b) The Directors must exercise their powers in accordance with this Constitution and any other rules, Regulations, policies and standards adopted by the Institute (as amended from time to time).

(c) Without limiting the generality of clause 6.1(a), the Directors may exercise all the powers of the Institute to:

(i) borrow money;

(ii) charge any property or business of the Institute;

(iii) issue debentures or give any other security for a debt, liability or obligation of the Institute or of any other person;

(iv) guarantee or to become liable for the payment of money or the performance of any obligation by or of any other person; and

(v) decide how negotiable instruments must be signed, drawn, accepted, endorsed or otherwise executed (as applicable) by or on behalf of the Institute.

6.2 **Regulations**

(a) Subject to any limitations imposed by this Constitution, the Board has the power to make Regulations for the proper conduct and management of the Institute and the business of the Board.

(b) The Board may revoke, alter or set aside any Regulations by Special Resolution, in consultation with the National Council.

(c) The Regulations are binding on all Members.

6.3 **Appointment of attorney**

(a) The Board may, by power of attorney, appoint any person or persons (either by name or by reference to position or office held) to be the attorney or attorneys of the Institute for such purposes, with such powers, authorities and discretions (being powers, authorities and discretions vested in or exercisable by the Directors), for such period and subject to such conditions as they think fit.

(b) Any such power of attorney may contain such provisions for the protection and convenience of persons dealing with the attorney as the Board thinks fit and may also authorise the attorney to delegate all or any of the powers, authorities and discretions vested in ~~him or her~~them.

(c) The Board may revoke or vary any appointment of, or power delegated to, an attorney or agent under this clause 6.3.

6.4 **Meetings of Directors**

The Board may meet together for the dispatch of business and adjourn and otherwise regulate its meetings as it thinks fit, provided that it meets at least five times per year.

6.5 **Convening Board meetings**

(a) A Director may at any time, and a Secretary must on the requisition of a Director, convene a Board meeting.

(b) In the case of a Board meeting, notice must be given to each Director entitled to vote at the meeting. A Director may waive the requirement to receive notice of a Board meeting.

(c) A notice of a Board meeting must specify:

(i) the place, day and time of the meeting; and

(ii) if the meeting is to be held in two or more places, the technology that will be used to facilitate this,

but it does not need to specify the nature of the business to be transacted at the meeting.

(d) A notice of a Board meeting may be given immediately before the meeting.

6.6 **Chairperson of Board meetings**

(a) The Board in its discretion will appoint, and may replace, the chairperson of the Board (who must be a Director) by ordinary resolution from time to time.

(b) The chairperson nominated under clause 6.6(a) will preside as the chairperson at every Board meeting.

(c) The chairperson of the Board must not hold office for more than three consecutive years without submitting ~~him or her~~themself for re-election.

(d) Where a meeting of the Board is held and the chairperson is not present within 10 minutes after the time appointed for the holding of the Board meeting or is unwilling to act as chairperson for all or part of the meeting then:

(i) if the National President is not the chairperson, the National President will act as chairperson of the Board meeting; and

(ii) if the National President Elect is not the chairperson and the National President is not present, willing and able to act as chairperson for all or part of the meeting, the National President Elect will act as chairperson of the Board meeting; and

(iii) if the National President Elect is not present, willing and able to act as chairperson for all or part of the meeting, the Directors present may elect one of their number to be chairperson of such meeting or part of it.

6.7 **Quorum for Board meetings**

(a) No business may be transacted at any Board meeting unless a quorum is present.

(b) A quorum is the Majority of Directors.

(c) A quorum must be present at all times during the meeting.

6.8 **Voting at Board meetings**

(a) A Board meeting at which a quorum is present may exercise all the powers and discretions vested in or exercisable by the Board under this Constitution.

(b) A resolution of Directors is passed by a Majority of votes of Directors present and entitled to vote, unless otherwise provided in thisConstitution. Such a decision is for all purposes a decision of the Board.

(c) Each Director has one vote on a matter arising at a meeting of Directors.

(d) Where the votes cast on a motion are equal, the chairperson of the meeting has a second or casting vote. The chairperson has sole discretion regarding whether and how to use the casting vote.

6.9 **Establishment of committees**

(a) The Board may establish one or more committees comprised of such persons as it thinks fit for such purposes as it sees fit. A committee may include, or be comprised of, non-Directors.

(b) The meetings and proceedings of committees are:

(i) subject to any directions of the Board; and

(ii) otherwise governed by the provisions of this Constitution which regulate the proceedings of the Board, to the greatest extent practical.

6.10 **Delegation of powers**

(a) The Board may delegate any of its powers to one or more Directors, a committee, an employee or any other person on any terms and subject to any conditions determined by the Board.

(b) The Board may at any time revoke or vary any delegation under this clause.

6.11 **Use of technology in Board meetings**

(a) The Board may hold their meetings by using any technology that is agreed to by all of the Directors.

(b) The Directors' agreement may be a standing one.

(c) A Director may only withdraw their consent within a reasonable period before the meeting.

(d) A Director that is present at a Board meeting through the use of technology is deemed to be present at the meeting.

6.12 **Written resolutions of Directors**

(a) A resolution of the Board may be passed without a meeting if:

(i) notice has been given of the resolution to all Directors; and

(ii) at least 75% of the Directors entitled to vote on the resolution provide a written statement confirming that they are in favour of the resolution.

(b) The resolution is passed at the time when the last person necessary to constitute 75% of votes provides written confirmation that they are in favour of the resolution.

(c) For the purpose of this clause, any document or approval may be given by email or any other means of electronic communication.

7. DIRECTORS' DUTIES AND INTERESTS

7.1 **Duties of Directors**

Directors must comply with all duties imposed on them by law, which may include duties under the Corporations Act.

7.2 **Disclosure of interests**

(a) A Director must disclose any perceived or actual material conflict of interest to the other Directors.

(b) A Director must disclose any material personal interests in the manner and extent required by the Corporations Act.

7.3 **Participation in decisions**

(a) A Director who has a material personal interest in a matter that is being considered by the Board:

(i) must not be present while the matter is being considered at a Board meeting; or

(ii) vote on the matter,

unless permitted by sub-clause 7.3(b).

(b) A Director may be present or vote if:

(i) the interest arises because the Director is a Member of the Institute, and the interest is held in common with other Members of the Institute;

(ii) the interest arises in relation to the Director's remuneration as a Director of the Institute;

(iii) the interest relates to a contract the Institute is proposing to enter into that:

(A) is subject to approval by the Members; and

(B) will not impose any obligation on the Institute if it is not approved by the Members;

(iv) the interest arises merely because the Director is a guarantor or has given an indemnity or security for all or part of a loan (or proposed loan) to the Institute;

(v) the interest arises merely because the Director has a right of subrogation in relation to a guarantee or indemnity referred to in paragraph 7.3(b)(iii);

(vi) the interest relates to an insurance contract that insures, or would insure, the Director against liabilities that the Director incurs as an officer of the Institute (but only if the contract does not make the Institute or a related body corporate the insurer);

(vii) the interest relates to any payment by the Institute or a related body corporate in respect of an indemnity permitted under the Corporations Act or any contract relating to such an indemnity;

(viii) the interest is in a contract, or proposed contract, with, or for the benefit of, or on behalf of, a related body corporate and arises merely because the Director is a director of the related body corporate;

(ix) the Australian Securities and Investments Commission makes an order allowing the Director to vote on the matter; or

(x) the Directors who do not have a material personal interest in the matter pass a resolution that:

(A) identifies the Director, the nature and extent of the Director's interest in the matter and how it relates to the affairs of the Institute; and

(B) states that those Directors are satisfied that the interest should not stop the Director from voting or being present.

7.4 **Directors' interests**

A Director may:

(a) hold any other position in the Institute, except that of auditor, unless being or becoming a Director would breach any law by reason of holding that office;

(b) hold any office or place of profit in any other entity promoted by the Institute or in which it has an interest of any kind;

(c) enter into a contract or arrangement with the Institute;

(d) participate in any association, institution, fund, trust or scheme for past or present employees or Directors of the Institute or persons dependent on or connected with them;

(e) act in a professional capacity (or be a member of a firm which acts in a professional capacity) for the Institute, except as auditor;

(f) sign or participate in the execution of a document by or on behalf of the Institute; and

(g) do any of the above despite the fiduciary relationship of the Director's office:

(i) without any liability to account to the Institute for any direct or indirect benefit accruing to the Director; and

(ii) without affecting the validity of any contract or arrangement provided the Director complies with clauses 7.2 and 7.3.

7.5 **Remuneration and benefits of Directors**

(a) The National Council may resolve, in consultation with the Board, that the Institute will pay Directors' fees to all Directors, or only to Independent Directors, provided that the aggregate of Directors' fees paid in any financial year does not exceed:

(i) the amount last determined by the Members of the Institute; or

(ii) if no determination has been made by the Members of the Institute, the amount previously determined by the National Council.

(b) The National Council has the sole discretion to determine how fees will be allocated amongst the eligible Directors and (if payment is made partly or wholly in a manner other than cash) the manner in which the value of any non-cash benefit is to be calculated.

(c) The National Council may resolve, in consultation with the Board, that the Institute will pay additional remuneration or provide other benefits to any Director that performs extra or special services with the approval of the Board.

(d) The Institute must pay all reasonable travel, accommodation and other expenses that any Director properly incurs in attending meetings of the Board, committees of the Board, meetings of Members, or otherwise in connection with the business of the Institute.

8. NATIONAL COUNCIL

8.1 **Powers of the Council**

The National Council will act as an advisory body reporting to the Board and will perform such roles which are, by this Constitution, required to be exercised by the National Council and may exercise such powers authorities and discretions of the Institute as may be delegated to it by the Board from time to time.

8.2 **Composition of the National Council**

(a) Subject to clauses 8.7(g)~~8.7(h)~~ and 8.8, the National Council must consist of:

(i) the National President;

(ii) the Immediate Past President;

(iii) each of the Chapter Presidents;

(iv) six Nationally-Elected Councillors, or such greater number as determined by the National Council in consultation with the Board from time to time;

(v) a Student Representative Councillor; and

(vi) an Emerging Professional Representative Councillor,

of which one such Chapter President or Nationally-Elected Councillor must also be the National President Elect.

~~(b) This clause 8.2 is subject to the transitional arrangements in Schedule 1.~~

8.3 **Appointment of Nationally-Elected Councillors**

(a) A Nationally-Elected Councillor is a Voting Member or Graduate Member who is nominated and elected by Voting Members and Graduate Members in accordance with the Regulations.

(b) A person who is a Chapter President, National President, or the Immediate Past President will not be eligible to also serve as a Nationally-Elected Councillor.

8.4 **Appointment of Student Representative Councillors**

(a) A Student Representative Councillor is a Student Member who is the President of the "SONA" national committee of the Institute and is appointed by the NationalCouncil.

(b) If no person meets the criteria in sub-clause 8.4(a), the National Council may appoint a Student Member who is otherwise recognised by the National Council as representing the interests of Student Members.

(c) The Student Representative Councillor will hold office for a term determined by the National Council, provided that no Student Representative Councillor may remain in office for more than two years.

8.5 **Appointment of Emerging Professional Representative Councillor**

(a) An Emerging Professional Representative Councillor:

(i) is president of the "EmAGN" national committee of the Institute;

(ii) became (or would have been) eligible for Graduate Membership less than 15 years from the date of taking office; and

(iii) is appointed by the National Council.

(b) If no person meets the criteria in sub-clause 8.5(a), the National Council may appoint a Member who is otherwise recognised by the National Council as representing the interests of emerging architect and Graduate Members and who became eligible for Graduate Membership less than 15 years from the date of taking office.

(c) The Emerging Professional Representative Councillor will hold office for a term determined by the National Council, provided that no Emerging Professional Representative Councillor may remain in office for more than two years.

8.6 **Election of National President Elect**

(a) During the course of the Annual Session of the National Council and prior to the Annual General Meeting of that session, the National Councillors will elect a National President Elect, who must be a Member who has made a significant contribution to the profession and the Institute, beyond their architectural practice, as determined by National Council, and has a minimum of six years of membership.

(b) The person elected at this meeting will be the National President Elect and vice-president from the end of the Annual General Meeting in the year they are elected to the end of the Annual General Meeting the year after.

(c) Subject to clause 8.7(g)~~8.7(h)~~, at the end of the Annual General Meeting in the year after their election, the National President Elect will automatically take office as National President and will hold that office until the end of the next ensuing Annual General Meeting.

(d) If the person becoming National President Elect is a Chapter President, a by-election will be conducted within that person's Chapter to appoint a new Chapter President to serve for the remaining term. This by-election will be held in accordance with the Regulations. When a new Chapter President is elected, the Chapter President elected as National President Elect will automatically vacate the office of Chapter President.

8.7 **Term of office of National Councillors**

~~(a) This clause 8.7 is subject to the transitional arrangements in Schedule 1.~~

~~(b)~~(a) At the First Session of National Council, one half (rounded down) of the Chapter Presidents will retire from the National Council. No National Councillor (other than Nationally-Elected Councillors) may retain office for more than two years unless they nominate for re-election.

~~(c)~~(b) Each National Councillor to retire in accordance with sub-clause 8.7(a)~~(b)~~ or 8.7(d)~~(e)~~ will be those who have been longest in office since their last election. If two or more National Councillors became National Councillors on the same day, the National President will decide which National Councillor must retire.

~~(d)~~(c) A retiring National Councillor is eligible for re-election and does not need to give notice of their intention to submit themselves for re-election.

~~(e)~~(d) Subject to clauses 8.7(e)~~(f)~~ and 8.7(i)~~(j)~~, a Nationally-Elected Councillor has a maximum tenure of two terms of three years (ie. six years) and will not be eligible for re-election or reappointment (as relevant) as a Nationally-Elected Councillor until three years after completion of their last term. At the First Session of National Council, one third (rounded down) of the Nationally-Elected Councillors will retire from the National Council. No Nationally-Elected Councillor may retain office for more than three years unless they nominate for re-election.

~~(f)~~(e) If the National Council exercises its power under clause 8.2(a)(iv) to increase the number of Nationally-Elected Councillors, the term of office of those Nationally-Elected Councillors must be in accordance with clause 8.7(d)~~(e)~~ unless the National Council determines that it is necessary to adopt transitional arrangements in which case the National Council may determine the term or terms of those Nationally-Elected Councillors provided that the aggregate length of any such terms does not exceed the maximum tenure under clause 8.7(d)~~(e)~~.

~~(g)~~(f) Despite clauses 8.7(a)~~(b)~~ and 8.7(b)~~(c)~~, the National President, the National President Elect and the Immediate Past President will remain on the National Council for their term as a Director in accordance with clause 5.

~~(h)~~(g) Despite clauses 8.7(a)~~(b)~~, 8.7(b)~~(c)~~ and 8.7(d)~~(e)~~, a National Councillor Director will remain on the National Council for their term as a Director in accordance with clause 5.

~~(i)~~(h) In exceptional circumstances, the National Councillors may during the course of the Annual Session of National Council and prior to the Annual General Meeting of that session elect the then current National President for a second term of one year, in which event the National President Elect and the Immediate Past President will continue in those capacities for a second term of one year and thereafter the National President Elect will assume office as National President in accordance with this Constitution. If a National Councillor served in the office of National President, National President Elect or Immediate Past President for a second term of one year, that National Councillor is not eligible for re-election as the National President Elect until two years after completion of their term as the Immediate Past President.

~~(j)~~(i) Any period of service of a person as a Nationally-Elected Councillor pursuant to clause 8.8(c) will not be counted as a term or part of a term under this clause 8.7, provided that such period of service is less than a year. For the avoidance of doubt, where the period of service of a person as a Nationally-Elected Councillor under clause 8.8(c) is a year or more, such period will be counted as a term or part of a term under this clause 8.7 and will be included in determining whether a Nationally-Elected Councillor has served as a Nationally-Elected Councillor for two terms.

8.8 **Casual vacancy on National Council**

(a) There will be a casual vacancy on the National Council if:

(i) a Disqualifying Event occurs in respect of a National Councillor;

(ii) a National Councillor ceases to be a Member;

(iii) a National Councillor is absent without the consent of the National Councillors and without leave of absence from two consecutive National Council meetings;

(iv) a National Councillor who is a Chapter President:

(A) is removed by the related Chapter by a resolution passed at a duly convened general meeting of that Chapter; or

(B) has their office declared vacant by the National President because the Chapter President is resident outside the Territory of his or her Chapter; or

(v) the composition of the National Council does not meet the requirements of clause 8.2.

(b) In the event of a casual vacancy in the office of a National Councillor the National Council may act, subject to this clause.

(c) If the number of National Councillors in office at any time is not sufficient to constitute a quorum at a National Council meeting or is less than the minimum number of Nationally-Elected Councillors fixed under this Constitution, the National Council must act as soon as possible to increase the number of National Councillors to a number sufficient to constitute a quorum or to satisfy the minimum number of Nationally-Elected Councillors required under this Constitution, in accordance with the terms of this Constitution.

(d) In the event of a casual vacancy in the office of the National President, the National President Elect will automatically become National President in their place for the remaining presidential term, subject to clause 8.11.

(e) A Nationally-Elected Councillor appointed under this clause 8.8 will hold office until such time as the term of the Nationally-Elected Councillor who vacated the position would have otherwise expired.

8.9 **Defects in appointment of National Councillors**

Each resolution passed or thing done by, or with the participation of, a person acting as a National Councillor or member of a committee is valid even if it is later discovered that:

(a) there was a defect in the appointment of the person; or

(b) the person was disqualified from continuing in office, voting on the resolution or doing the thing.

8.10 **National President unable to act**

In the event that the National President is, for whatever reason, unable or unwilling to act for a period, the National President Elect will possess all the powers of the National President and will act as such during the period of the National President's inability to act.

8.11 **Disqualification prior to taking office**

If a Disqualifying Event occurs in respect of an individual and the individual is:

(a) the National President Elect, ~~he or she~~they must not take office as National President, nor continue as the National President Elect;

(b) the National President~~, he or she~~they must not take office as Immediate Past President, nor continue as the National President; and

(c) the Immediate Past President, ~~he or she~~they must immediately vacate the office of Immediate Past President.

8.12 **Members may remove a National Councillor**

Subject to the provisions of this Constitution and the Corporations Act:

(a) the Members may by a resolution passed at any general meeting (convened in accordance with clause 4.2) remove any Nationally-Elected Councillor and may appoint another person in his or her stead; and

(b) a Chapter may by a resolution passed at a duly convened general meeting of that Chapter remove a Chapter President appointed in respect of that Chapter and appoint another member of the same Chapter as the Chapter President in his or her stead.

9. PROCEEDINGS OF NATIONAL COUNCILLORS

9.1 Meetings of National Council

(a) The National Council may at any time convene a National Council meeting.

(b) The National Council may regulate its meetings as it thinks fit, provided that it meets at least three times a year.

(c) Notice of a National Council meeting must be given to each National Councillor entitled to vote at the meeting. A National Councillor may waive the requirement to receive notice of a National Council meeting.

(d) A notice of a National Council meeting must specify:

(i) the place, the day and the time of the meeting; and

(ii) if the meeting is to be held in two or more places, the technology that will be used to facilitate this,

but it does not need to specify the nature of the business to be transacted at the meeting.

(e) A notice of a National Council meeting may be given immediately before the meeting.

9.2 Chairperson of National Council meetings

(a) The National President is the chairperson at every National Council meeting.

(b) Where a meeting of the National Council is held and the National President is not present within 10 minutes after the time appointed for the holding of the National Council meeting or is unwilling to act as chairperson for all or part of the meeting then:

(i) the National President Elect will act as chairperson of the National Council meeting; and

(ii) if the National President Elect is not present, willing and able to act as chairperson of all or part of the meeting, the National Councillors present may elect one of their number to be chairperson of such meeting or part of it.

9.3 Quorum for National Council meetings

(a) No business may be transacted at any National Council meeting unless a quorum is present.

(b) A quorum is a Majority of National Councillors.

9.4 Voting at National Council meetings

(a) A National Council meeting with a quorum may exercise all the powers and discretions vested in or exercisable by the National Council under this Constitution.

(b) A question arising at a National Council meeting is to be decided by a Majority of votes of National Councillors present and entitled to vote, unless otherwise provided in this Constitution. Such a decision is for all purposes a decision of the National Council.

(c) Independent Directors may attend, but not vote at, meetings of the National Council.

(d) Where the votes cast on a motion are equal, the chairperson of the meeting has a second or casting vote.

9.5 Delegation of powers

(a) The National Council may delegate any of its powers as it thinks fit to committees consisting of Members.

(b) A delegation must be recorded in the Institute's minute book. The National Council may revoke a delegation.

(c) The National Council may specify terms (including the power to further delegate).

9.6 **Use of technology in National Council meetings**

(a) The National Council may hold their meetings by using any technology that is agreed to by all of the National Councillors.

(b) The National Councillors' agreement may be a standing one.

(c) A National Councillor may only withdraw their consent within a reasonable period before the meeting.

(d) A National Councillor that is present at a National Council meeting through the use of technology is deemed to be present at the meeting.

9.7 **Written Resolutions of the National Council**

(a) A resolution of the National Council may be passed without a meeting if at least 75% of the National Councillors entitled to vote on the resolution provide a written statement confirming that they are in favour of the resolution.

(b) The resolution is passed at the time when the last person necessary to constitute 75% of votes provides written confirmation that they are in favour of the resolution.

(c) For the purpose of this clause 9.7, any document or approval may be given by email or any other means of electronic communication.

9.8 **Alternate National Councillors**

(a) A Nationally-Elected Councillor may appoint any Voting Member to act as an alternate National Councillor in place of the appointor whenever the appointor is unable to act personally by reason of illness, absence or any other cause but may do so only for one meeting of the National Council each year.

(b) A Chapter President may appoint any Member of their Chapter Council or fellow National Councillor to act as an alternate Chapter President in place of the appointor whenever the appointor is unable to act personally by reason of illness, absence or any other cause but may do so only for one meeting of the National Council each year.

(c) An alternate National Councillor:

(i) is entitled to notice of meetings of the National Council and, if the appointor is not present at such a meeting, is entitled to attend and vote in their stead; and

(ii) may exercise any powers that the appointor may exercise and the exercise of any power by the alternate National Councillor is deemed to be the exercise of the power by the appointor.

(d) A National Councillor may revoke or suspend the appointment of an alternate National Councillor appointed by ~~him or her~~them.

(e) The National Council may suspend or remove an alternate National Councillor by a resolution after giving the appointor reasonable notice of its intention to do so.

(f) The appointment of an alternate National Councillor under this clause automatically terminates:

(i) if the National Councillor for whom the alternate National Councillor acts as alternate ceases to hold office as a National Councillor;

(ii) if an event occurs which, if that alternate National Councillor were a proper National Councillor, would cause ~~him or her~~them to vacate that office; or

(iii) if by writing left at the registered office of the Institute, the alternate National Councillor resigns from the appointment.

10. CHAPTER COUNCILS

10.1 Composition of Chapter Councils

(a) A Chapter Council will consist of:

(i) Members of the Chapter, who are:

(A) the relevant Chapter President;

(B) up to 10 Chapter Councillors elected in accordance with clause 10.2 or 10.3;

(C) one representative (appointed in accordance with the Regulations) from each Division of the Chapter;

(D) a Student Representative Councillor appointed in accordance with clause 10.5;

(E) one chairperson nominated by the member groups or networks (if any) of the Chapter that are constituted in accordance with Council policy and any Regulation;

(F) an Emerging Professional Representative Chapter Councillor appointed in accordance with clause 10.6; and

(ii) other persons who may sit on the Chapter Council, but not vote, being:

(A) the immediate past Chapter President for the Chapter; and

(B) a National President or Immediate Past President who was a Chapter President before taking the office of National President.

(b) In the case of the International Chapter:

(i) sub-clauses 10.1(a)(i)(D) and 10.1(a)(i)(F) do not apply; and

(ii) the Chapter President must at all times be referred to as the International Chapter Chair by the Institute and by all Members.

10.2 Appointment of Chapter Councillors by election process

(a) Only Voting Members and Graduate Members of the Chapter are eligible to be Chapter Councillors and must first be nominated by Voting Members and Graduate Members of the Chapter.

(b) Chapter Councillors must be appointed by an election process in the manner set out in the Regulations to take office at the first Chapter Council meeting of the calendar year.

10.3 Appointment of further Chapter Councillors

In addition to those Chapter Councillors appointed under clause 10.2, the Chapter Council may at any time, at its discretion, appoint any Voting Member, Graduate Member or Student Member of the relevant Chapter as a Chapter Councillor.

10.4 Appointment of Chapter Presidents

(a) A Chapter President must be:

(i) a Voting Member of a Chapter;

(ii) legally entitled to practice as an architect in the relevant Chapter's territory; and

(iii) nominated and elected by Voting Members and Graduate Members of the relevant Chapter in accordance with the Regulations. If not, the National President may nominate the Chapter President.

(b) A Chapter may elect only one Chapter President from time to time.

(c) A person who is a Nationally-Elected Councillor, the National President, or the Immediate Past President, will not be eligible to also serve as a Chapter President.

10.5 **Appointment of Student Representative Chapter Councillor**

(a) The Chapter Council will appoint one Student Representative Chapter Councillor being a Student Member of the Chapter appointed by the Chapter Council.

(b) A Student Representative Chapter Councillor will hold office for a term determined by the Chapter Council provided always that no Student Representative Councillor will remain in office for more than two years.

(c) This clause 10.5 does not apply to the International Chapter and no member of the International Chapter is eligible to be appointed as Student Representative Chapter Councillor.

10.6 **Appointment of Emerging Professional Representative Chapter Councillor**

(a) There will be one Emerging Professional Representative Chapter Councillor who:

(i) is the chairperson of the committee or similar organisation based in the Chapter which is affiliated with the "EmAGN" National Committee of the Institute; and

(ii) became eligible for Graduate Membership less than 15 years before the date they take office, appointed by the Chapter Council.

(b) If no person meets the criteria in sub-clause 10.6(a), the Chapter Council may appoint a Member who:

(i) is otherwise recognised by the Chapter Council as representing the interests of emerging architect and Graduate Members; and

(ii) became eligible for Graduate Membership less than 15 years from the date of taking office.

(c) The Emerging Professional Representative Chapter Councillor will hold office for a term determined by the Chapter Council. No Emerging Professional Representative Chapter Councillor will remain in office for more than two years.

(d) Clause 10.6 does not apply to the International Chapter and no member of the International Chapter is eligible to be appointed as Emerging Professional Representative Chapter Councillor.

10.7 **Nationally-Elected Councillors may observe**

A Nationally-Elected Councillor is entitled to be an observer at any meeting of any Chapter Council.

10.8 **Persons not eligible to be Chapter Councillors**

The following persons will not be eligible to also serve as a Chapter Councillor:

(a) the National President;

(b) the Immediate Past President;

(c) any other National Councillor; and

(d) any employee of the Institute.

10.9 **Term of office of Chapter Councillors**

(a) Each year one half (rounded down) of the Chapter Councillors appointed in accordance with subclause 10.1(a)(i)(B) must retire from office. No Chapter Councillor may retain office for more than two years unless they nominate for re-election, even if this results in more than one half of those Chapter Councillors retiring from office.

(b) The Chapter Councillors retiring in accordance with sub-clause 10.9(a) will be those who have been longest in office, provided that where two or more such Chapter Councillors became Chapter Councillors on the same day, the Chapter Councillors to retire will be determined by the relevant Chapter President.

(c) A retiring Chapter Councillor is eligible for re-election without the necessity of giving any previous notice of their intention to submit themselves for re-election. Any Chapter Councillor retiring under this clause is also eligible for appointment in accordance with clause 10.3 or to represent a Division under sub-clause 10.1(a)(i)(C).

(d) The term of office of a Chapter Councillor, or a person's entitlement to sit on Chapter Council in accordance with sub-clause 10.1(a), commences at the first Chapter Council meeting of the calendar year, irrespective of any other term of office held by the person in accordance with this Constitution. The Board, in consultation with National Council, may determine the commencement date from time to time.

10.10 **Casual vacancies in Chapter Councils**

There will be a casual vacancy on a Chapter Council, if:

(a) a Disqualifying Event occurs in respect of a Chapter Councillor;

(b) a Chapter Councillor ceases to be a Member of the relevant Chapter;

(c) a Chapter Councillor becomes ineligible for office under clause 10.8; or

(d) a Chapter Councillor is absent without the consent of the Chapter Councillors and without leave of absence from two consecutive Chapter Council meetings.

10.11 **Effect of casual vacancy**

(a) In the event of a casual vacancy in the office of a Chapter Councillor the Chapter Council may act, subject to this clause.

(b) Subject to clause 10.8, a Chapter Council may from time to time appoint any Voting Member or Graduate Member of the Chapter to be a Chapter Councillor to fill a casual vacancy. A person who is so appointed holds office until such time as the person who left the vacancy would have otherwise retired.

10.12 **Creation of new Chapters**

(a) The Institute may create a new Territory and make any consequential change to or resolution on an existing Territory provided that no Territory will be changed except with the approval of existing Chapters in the Territory.

(b) Not less than 50 Voting Members of the Institute residing within a specific area may petition the National President of the Institute to establish a new Territory with a Chapter Council for that locality. This petition must specify the locality it is in relation to and nominate at least 8 petitioners who agree to be nominated members of a Chapter Council if a new Territory is created.

(c) Upon receipt of petition referred to in sub-clause 10.12(b), the National President will refer the petition to the National Council at its next meeting, and the National Council will consider that petition at that meeting.

(d) The National Council will express an opinion whether such petition should be granted and if it is the opinion of the National Council that the petition:

(i) should not be granted, the National President will notify the petitioners accordingly and no further petitions for that area will be considered for at least five years;

(ii) should be granted, it must organise a poll of:

(A) all Voting Members of the Institute in the proposed new Territory (if any); and

(B) all Voting Members of the Institute in the Territory to be amended; and ask them to vote for or against the proposal.

(e) If the poll referred to in sub-clause 10.12(d)(i) is completed and a Majority of Members whose votes are received are in favour of the proposal, then the National Council must:

(i) declare the new Territory and Chapter and any consequential amendment to any existing Territory not later than twenty-one (21) days after the declaration of the poll; and

(ii) declare the individuals nominated in the petition to be the first Chapter Council.

(f) The Chapter Council referred to in sub-clause 10.12(e) will continue in office until a new Chapter Council has been elected at an election which must be held within 12 months of the date on which the National Council declared the new Chapter. If the Chapter Council fails to call an election then the National President must call an election for a new Chapter Council within 15 months from the date on which the National Council declared the new Chapter. In either event the procedure for the first election will be in accordance with rules to be approved by National Council. The area of which previously formed part of another Chapter will be redefined by the National Council to exclude the area.

(g) If any person residing in the area of the new Territory is:

(i) a member of another Chapter Council then they must cease to hold office as a member of that Chapter Council from the date of the new Chapter becoming declared; and

(ii) a member of another Chapter then they will cease to be a member of that other Chapter and will become a member of the new Chapter from the date of the new Chapter becoming declared.

11. ADMINISTRATION

11.1 Minutes

(a) The Directors will cause minutes to be made of:

(i) all proceedings and resolutions of meetings of general meetings, Directors' meetings, meetings of Directors' committees and National Council meetings;

(ii) resolutions passed by Directors in accordance with clause 6.12;

(iii) resolutions passed by National Councillors in accordance with clause 9.7;

(iv) all orders made by the Directors and Directors' committees; and

(v) all disclosures of interests made under clause 7.2.

(b) Minutes must be signed by the chairperson of the meeting or by the chairperson of the next meeting of the relevant body, and if so signed will as between the Directors be conclusive evidence of the matters stated in such minutes, unless the contrary is proved.

11.2 Accounts and other records of the Institute

The Institute must make and keep written financial records in relation to the business of the Institute in

accordance with the requirements of the Corporations Act.

11.3 **Members' access to Institute records**

(a) Subject to the Corporations Act, a Member has the right to inspect the following records of the Institute:

(i) the register of Members;

(ii) the minute books for general meetings of Members; and

(iii) resolutions of Members passed without a meeting.

(b) A Member (who is not a Director) may inspect any financial records or other documents of the Institute if the Member is authorised to do so by a resolution of the Directors.

11.4 **Financial year**

The Financial Year will begin on the first day of January and end on the 31st day of December, unless the Directors pass a resolution to change the financial year.

11.5 **Audit**

(a) The Institute must appoint and remunerate an auditor.

(b) The auditor (if any) is entitled to attend any general meeting and to be heard by the Members on any part of the business of the meeting that concerns the auditor in the capacity of auditor.

(c) The Institute must give the auditor any communications relating to the general meeting that a Member of the Institute is entitled to receive.

11.6 **Common seal**

The Institute does not have a common seal.

11.7 **Executing documents**

The Institute may execute a document by the signature of:

(a) two Directors;

(b) one Director and one Secretary; or

(c) in any other way approved by the Directors and permitted by law.

11.8 **Altering the Constitution**

The Institute may only alter this Constitution by Special Resolution in accordance with the Corporations Act.

11.9 **Notices**

(a) Notices can be served on Members, Directors or National Councillors by post, electronic mail, or such other means as may be generally accepted in business from time to time.

(b) Notices directed to the last known address (including any virtual or electronic address) of a Member, Director or National Councillors are to be treated as duly served in such time as it would usually take for such notice to be delivered.

(c) The non-receipt of notice of a general meeting, Board meeting or National Council meeting, including notice of postponement or change of venue, does not invalidate anything done or any resolution passed at the meeting if the non-receipt of notice occurred by accident or inadvertence.

(d) A person who attends a general meeting, Board meeting or National Council meeting waives any objection that person may have to non-receipt of notice of the meeting.

(e) In calculating a period of notice to be given under this Constitution, the day on which the notice is given or taken to be given and the day of the meeting convened are not counted.

11.10 **Officers: indemnities and insurance**

(a) To the extent permitted by law and subject to the restrictions in the Corporations Act the Institute indemnifies every person who is or has been an officer of the Institute against:

(i) any liability (other than a liability for legal costs); or

(ii) reasonable legal costs incurred in defending an action for a liability,

incurred by that person as an officer of the Institute or a subsidiary of the Institute.

(b) The amount of any indemnity payable under clauses 11.10(a) will include an additional amount (**GST Amount**) equal to any GST payable by the officer being indemnified (**Indemnified Officer**) in connection with the indemnity (less the amount of input tax credit claimable by the Indemnified Officer in connection with the indemnity). Payment of any indemnity which includes a GST Amount is conditional upon the Indemnified Officer providing the Institute with a GST tax invoice for the GST Amount.

(c) For the purposes of this clause, **officer** means:

(i) a Director; or

(ii) a Secretary.

11.11 **Winding up**

(a) The Institute may be wound up or dissolved by a Special Resolution of Members.

(b) If the Institute is wound up:

(i) each Member; and

(ii) each person who has ceased to be a Member in the preceding year,

undertakes to contribute to the property of the Institute for the:

(iii) payment of debts and liabilities of the Institute contracted before the person ceased to be a Member and payment of costs, charges and expenses of winding up; and

(iv) adjustment of the rights of the contributories amongst themselves,

such amount as may be required, but not exceeding the Guaranteed Amount.

(c) Upon the winding up of the Institute, any surplus will not be paid to or distributed amongst Members or Directors, but will be transferred to another fund, authority or institution which, by its constitution, is:

(i) required to pursue similar purposes to those pursued by the Institute; and

(ii) prohibited from making any distribution to its members,

such fund, authority or institution to be determined by the Members by ordinary resolution at or before the winding up and, in default, by application to the Supreme Court in the State of incorporation for determination.

12. INTERPRETATION

12.1 Exclusion of replaceable rules

The replaceable rules contained in the Corporations Act do not apply to the Institute.

12.2 Definitions

In this Constitution:

"**Annual General Meeting**" means the Annual General Meeting of Members held in any calendar year.

"**Annual Session of National Council**" means the National Council meetings or series of National Council meetings held in any calendar year.

"**Auditor**" means the Institute's auditor (if any).

"**Board**" means the Board of Directors for the time being of the Institute constituted in accordance with Clause 5.

"**Chapter**" means the body of Members residing in a particular Territory.

"**Chapter Council**" means the advisory body constituted pursuant to Clause 10 in respect of a particular Chapter.

"**Chapter Councillor**" means a member of the advisory body constituted pursuant to clause 10 in respect of a particular Chapter.

"**Chapter President**" means a National Councillor who is elected in accordance with Clause 10.4. In the case of the International Chapter, the office of the Chapter President will be referred to as the International Chapter Chair.

"**Code of Ethics**" means the Institute's code of ethics or professional conduct, as amended from time to time.

"**Corporations Act**" means the *Corporations Act 2001*.

"**Directors**" means the directors for the time being of the Institute and "**Director**" has a corresponding meaning.

"**Disqualifying Event**" means an individual that:

(a) resigns in writing from their respective office;

(b) dies;

(c) becomes subject to a Court order to receive treatment or have their finances managed by another person due to the individual being of unsound mind or having a mental illness;

(d) is a Director of the Institute and:

(i) is removed by the Members under the Corporations Act; or

(ii) is absent without the consent of the directors from Board meetings for a continuous period of three months; or

(e) becomes ineligible to be a Director (whether of the Institute or any other body) by operation of the Corporations Act.

"**Division**" means a subgroup of a Chapter formed in accordance with the Regulations by Members who have their place of work, or residence, in a particular area.

"**Emerging Architects and Graduate Network**" or "**EmAGN**" means the emerging architects and graduate network membership demographic of the Institute or such replacement membership demographic (from

time to time) which represents Members who are within 15 years of graduating with an accredited qualification in architecture.

"**Emerging Professional Representative Councillor**" means a National Councillor appointed in accordance with Clause 8.5.

"**Financial Year**" means the financial year set out in Clause 11.4.

"**First Session of National Council**" means the first National Council meeting held in any calendar year.

"**Graduate Member**" means a Member recorded as a Graduate Member in the Register.

"**Guaranteed Amount**" means the amount of $15.00.

"**Immediate Past President**" means the person (if any) who was the National President immediately before the current National President.

"**Independent Director**" means a Director appointed by the Board in accordance with clause 5.4(a).

"**Institute**" means The Royal Australian Institute of Architects Limited.

"**International Chapter**" means a body of Members residing outside Australia.

"**Majority**" means a number that is greater than half of the total.

"**Member**" means a person whose name is entered in the Register as a member of the Institute and "**Membership**" has the corresponding meaning.

"**Member Behaviour Policy**" means the member behaviour policy of the Institute, as amended from time to time.

"**Membership Class**" means a class of Membership described in the Regulations.

"**Member Director**" has the meaning given to it in clause 5.2(a)(v).

"**Membership Fee Date**" means the date that is 30 days after the annual membership fee or last instalment of the annual membership fee (as applicable) becomes due in any year.

"**National Committee**" means each national committee formed from time to time and designed as a National Committee for the purposes of this Constitution by National Council.

"**National Council**" means the body constituted in accordance with Clause 8.

"**National Councillor**" means a member of the National Council.

"**National Councillor Director**" has the meaning given to it in clause 5.2(a)(v).

~~"**National Council Transitional Period**" means the period from the date of adoption of this Constitution until the Annual Session of National Council in 2022.~~

"**National President**" means the president of the Institute who has assumed office under Clause 8.6(c).

"**National President Elect**" means the national president elect of the Institute elected under Clause 8.6(a).

"**Nationally-Elected Councillor**" means a National Councillor elected in accordance with Clause 8.3.

"**Non-Voting Members**" means the members that are not entitled to vote in accordance with the Regulations.

"**Officer**" has the meaning given under the Corporations Act.

~~"**People and Culture Policies**" means the people and culture policies of the Institute with respect to equality, inclusion and diversity, included in the Regulations, as amended from time to time.~~

"**Practice Member**" means a Member recorded as a Practice Member in the Register.

"**Practice Membership Fee Date**" has the meaning given to it in clause 3.4(e).

"**Principal Purposes**" means the purpose set out in Clause 2.1.

"**Register**" means the register of Members of the Institute under the Corporations Act.

"**Regulations**" means the regulations of the Institute made in accordance with this Constitution, including but not limited to the Code of Ethics and ~~People and Culture~~ Institute p~~P~~olicies such as the Member Behaviour Policy, as amended from time to time.

"**Secretary**" means the secretary for the time being of the Institute and if there are joint secretaries, any one or more of such joint secretaries.

"**Special Resolution**" means a resolution:

(a) in respect of Members, passed at a general meeting that has been passed by at least 75% of the votes cast by Members present at the meeting and entitled to vote on the resolution;

(b) in respect of the Board, passed at a board meeting that has been passed by at least 75% of the votes cast by Directors present at the meeting and entitled to vote on the resolution.

"**Student Member**" means a member recorded as a Student Member in the Register.

"**Student Organised Network for Architecture**" or "SONA" means the national student membership body of the Institute or such replacement national membership body for SONA (from time to time).

"**Student Representative Chapter Councillor**" means a Chapter Councillor appointed in accordance with Clause 10.5.

"**Student Representative Councillor**" means a National Councillor appointed in accordance with Clause 8.4.

"**Territory**" means:

(a) each State and Territory of the Commonwealth of Australia; and

(b) the area outside of the Commonwealth of Australia,

together with any consequential amendments to those Territories and any new Territory formed by declaration of the National Council (in accordance with Clause 10.12).

"**Voting Members**" means the members entitled to vote in accordance with the Regulations.

12.3 **Interpretation**

(a) In this Constitution:

(i) a reference to year, as it relates to the term of any Director or National Councillor, means the period between Annual General Meetings or First Sessions of the National Council (as applicable);

(ii) if an expression in the Constitution has a meaning in the Corporations Act, the meaning from the Corporations Act will apply to the expression except where a contrary intention appears in this Constitution;

(iii) words importing any one gender are deemed and taken to include all genders and the singular to include the plural and the plural the singular unless the contrary as to gender or number is expressly provided;

(iv) a reference to any legislation or to any provision of any legislation includes any modification or re-enactment of it, any legislative provision substituted for it, and all regulations and statutory instruments issued under it;

(v) another grammatical form of a defined word or expression has a corresponding meaning;

(vi) a reference to a document or instrument includes the document or instrument as novated, altered, supplemented or replaced from time to time;

(vii) a reference to A$, $A, dollar or $ is to Australian currency; and

(viii) the meaning of general words is not limited by specific examples introduced by including, for example or similar expressions.

(b) Headings are for ease of reference only and do not affect interpretation.

Schedule 1 – Transitional Arrangements

1. Board

1.1 As at the date of adoption of this Constitution, the Board composition is as follows:

(a) the National President;

(b) the Immediate Past President;

(c) the National President Elect;

(d) three Independent Directors; and

(e) two National Councillor Directors.

1.2 At the conclusion of the Annual General Meeting in 2020:

(a) two National Councillor Directors shall take office on the following terms:

(i) one National Councillor Director shall have a two year term;

(ii) one National Councillor Director shall have a three year term; and

(b) three Independent Directors shall take office on the following terms:

(i) one Independent Director shall have a one year term;

(ii) one Independent Director shall have a two year term; and

(iii) one Independent Director shall have a three year term.

1.3 The terms of all National Councillor Directors and Independent Directors who take office at any time other than at the conclusion of the Annual General Meeting in 2020 shall be governed by clauses 5.5 and 5.6 of the Constitution.

1.4 Any Director appointed as part of the transitional arrangements in clause 1 of this Schedule 1 is allowed to serve in office for more than two terms provided that the aggregate length of any such terms does not exceed the maximum tenure under clause 5.5 of the Constitution.

1.5 Any length of service of a Director on the Board prior to the Annual General Meeting in 2020 will be taken into account for the purposes of clause 5.5 of the Constitution, except where that Director has served less than a year.

1.6 For the purpose of clause 1 of this Schedule 1:

(a) the National Council will determine (in its sole discretion) which National Councillor Directors will serve which particular length of term under clause 1.2(a) of this Schedule 1; and

(b) the Board, in consultation with the National Council, will determine which Independent Directors will serve which particular length of term under clause 1.2(b) of this Schedule 1.

2. National Council

2.1 As at the date of adoption of this Constitution, the National Council composition is as follows:

(a) the National President;

(b) the Immediate Past President;

(c) each of the Chapter Presidents;

(d) four Nationally-Elected Councillors;

(e) a Student Representative Councillor; and

(f) an Emerging Professional Representative Councillor,

of which one such Chapter President or Nationally-Elected Councillor must also be the National President-Elect.

2.2 During the Annual Session of National Council in 2020, four Nationally-Elected Councillors (being the two positions held by the Nationally-Elected Councillors whose terms expire at the First Session of National Council in 2021 and two new Nationally-Elected Councillor positions) shall be elected on the following terms:

(a) two Nationally-Elected Councillors shall have a two year term; and

(b) two Nationally-Elected Councillors shall have a three year term,

such terms beginning on the First Session of National Council in 2021.

2.3 The terms of all Nationally-Elected Councillors who take office at any time other than at the First Session of National Council in 2021 shall be governed by clauses 8.7 and 8.8 of the Constitution.

2.4 Any Nationally-Elected Councillor elected as part of the transitional arrangements in clause 2 of this Schedule 1 is allowed to serve in office for more than two terms provided that the aggregate length of any such terms does not exceed the maximum tenure under clause 8.7 of the Constitution.

2.5 Any length of service of a Nationally-Elected Councillor on the National Council prior to the First Session of National Council in 2021 will be taken into account for the purposes of clause 8.7 of the Constitution, except where that Nationally-Elected Councillor has served less than a year.

2.6 For the purpose of clause 2 of this Schedule 1, the National Council will determine (in its sole discretion) which Nationally-Elected Councillors will serve which particular length of term under clause 2.2 of this Schedule 1.