

**Constitution of  
Maritime Law Association  
of Australia and New  
Zealand Limited**

ACN 054 763 923



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**CONSTITUTION OF  
MARITIME LAW ASSOCIATION OF AUSTRALIA AND NEW ZEALAND LIMITED  
ACN 054 763 923**

**1. PRELIMINARY**

**1.1 Company limited by guarantee**

The Company is limited by guarantee and the liability of members is limited as provided in this document.

**1.2 Objects of the Company**

The Company is formed with the objects:

- (a) to advance reforms in the maritime law and to facilitate justice in its administration;
  - (b) to furnish a forum for the discussion and consideration of problems affecting the maritime law and its administration;
  - (c) to act with foreign and other associations in efforts to bring about the unification of maritime and commercial law, maritime customs, usages and practices, and a greater harmony in the shipping laws, regulations and practices of different nations;
  - (d) to subscribe to, become a member of and cooperate with or amalgamate with any other association or organisation, whether incorporated or not, whose objects are similar to those of the Company, provided that the Company shall not subscribe to or support with its funds or amalgamate with any association or organisation which does not prohibit the distribution of its income and property among its members to an extent at least as great as that imposed on the Company under or by virtue of clause 1.3 of this document;
  - (e) to purchase, take or lease or in exchange, hire and otherwise acquire any lands, building, easements or property, real and personal, and any rights or privileges which may be requisite for the purposes of, or capable of being conveniently used in connection with, any of the objects of the Company, provided that in case the Company shall take or hold any property which may be subject to any trusts the Company shall only deal with the same in such manner as is allowed by having regard to such trusts;
  - (f) to enter into any arrangements with any government or authority, federal or state, municipal, local or otherwise, that may seem conducive to the Company's objects, or any of them, and to obtain from any such government or authority any rights, privileges and concessions which the Company may think it desirable to obtain and to carry out, exercise, and comply with, any such arrangements, rights, privileges and concessions;
  - (g) to appoint, employ, remove or suspend such managers, clerks, secretaries, servants, workmen and other persons as may be necessary or convenient for the purposes of the Company;
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- (h) to establish and support, or aid in the establishment and support of, associations, institutions, funds, trusts and conveniences calculated to benefit employees or past employees of the Company or the dependants or connections of any such persons, to grant pensions and allowances, and to make payments towards insurance and to subscribe or guarantee money for charitable or benevolent objects, or for any public, general or useful object;
  - (i) to construct, improve, maintain, develop, work, manage, carry out, alter or control any houses, buildings, grounds works or conveniences which may seem calculated directly or indirectly to advance the Company's interests, and to contribute to, subsidise or otherwise assist and take part in the construction, improvement, maintenance, development, working, management, carry out, alteration or control thereof;
  - (j) to invest and deal with the money of the Company not immediately required in such manner as the Company may from time to time think fit;
  - (k) to borrow or raise or secure the payment of the money in such manner as the Company may think fit and to secure the same or the repayment or performance of any debt, liability, contract, guarantee or other engagement incurred or to be entered into by the Company in any way and, in particular, by the issue of debentures, perpetual or otherwise, charged upon all or any of the Company's property (both present and future) and to purchase, redeem or pay off any such securities;
  - (l) to make, draw, accept, endorse, discount, execute and issue promissory notes, bills of exchange, bills of lading and other negotiable or transferable instruments;
  - (m) to sell, improve, manage, develop, exchange, lease, dispose of, turn to account or otherwise deal with all or any part of the property and rights of the Company;
  - (n) to take or hold mortgages, liens and charges to secure payment of the purchase price, or any unpaid balance of the purchase price, of any part of the Company's property of whatsoever kind sold by the Company, or any money due to the Company from purchasers and others;
  - (o) to take any gift of property whether subject to any special trust or not, for any one or more of the objects of the Company but subject always to the proviso in clause 1.2(e);
  - (p) to take such steps by personal or written appeals, public meetings or otherwise, as may from time to time be deemed expedient for the purpose of procuring contributions to the funds of the Company in the shape of donations, annual subscriptions or otherwise;
  - (q) to print and publish any newspapers, periodicals, books or leaflets and to record or reproduce in tape record or other form any materials that the Company may think desirable for the promotion of its objects;
  - (r) to purchase or otherwise acquire and undertake all or any part of the property, assets, liabilities and engagements of any one or more of the companies,

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institutions, societies and associations with which the Company is authorised to amalgamate;

- (s) to transfer all or part of the property, assets, liabilities and engagements of the Company to any one or more of the companies, institutions, societies or associations with which the Company is authorised to amalgamate;
- (t) to make donations for patriotic or charitable purposes;
- (u) to transact any lawful business in aid of the Commonwealth of Australia in the prosecution of any war in which the Commonwealth of Australia is engaged;
- (v) to do all such other acts and things as are or may be incidental or conducive to the attainment of these objects or any of them and the exercise of the powers of the Company; and
- (w) to carry out or give effect to these objects or any of them or to exercise the powers herein contained or any of them in place, state or country whatsoever without any limitation or restrictions but subject always to the Law and to the laws of such place, state or country as may be applicable from time to time, provided that the Company shall not support with its funds any activity or endeavour to impose on or procure to be observed by its members or otherwise any regulations or restrictions which, if an object of the Company, would make it a trade union within the meaning of any Australian Federal or State legislation.

### 1.3 Application of income and property

Subject to rule 11.2, the Company must apply its income and property solely towards promoting the objects of the Company as stated in rule 1.2. No part of the Company's income or property may be paid or transferred directly or indirectly by way of dividend bonus or otherwise to members.

### 1.4 Replaceable rules

The replaceable rules referred to in section 141 do not apply to the Company and are replaced by the rules set out in this document.

### 1.5 Definitions

The following definitions apply in this document.

"Alternate" means an alternate Director appointed under rule 4.1.

"Appointor" in relation to an Alternate, means the Director who appoints that Alternate.

"Assistant Secretary" means, during the term of that election, a person elected to the office under rule 3.2.

"Associate Member" has the meaning given to it in rule 2.5.

"Australian Vice-President" means, during the term of that election, a person elected to that office under rule 3.2.



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"**Board**" means the Directors acting collectively under this document.

"**Branch**" means any branch of the Company established under rule 21.1.

"**Company**" means the company named at the beginning of this document whatever its name is for the time being.

"**Corporate Full Member**" has the meaning given to it in rule 2.3.

"**Corporate Nominee**" means, during the term of that appointment, a person appointed by a Corporate Full Member under rule 2.7.

"**Corporate Overseas Member**" has the meaning given to it in rule 2.4.

"**Council**" means the council created by rule 22.

"**Director**" means a person who is, for the time being, a director of the Company including, where appropriate, an Alternate.

"**Executive Secretary**" means, during the term of that election, a person elected to the office under rule 3.2.

"**Full Member**" has the meaning given to it in rule 2.3.

"**Honorary Member**" has the meaning given to it in rule 2.6.

"**Individual Full Member**" has the meaning given to it in rule 2.3.

"**Immediate Past President**" means, at the relevant time, the person who, except for the current President (whether or not that person has served more than one term as President), was most recently the President.

"**Individual Overseas Member**" has the meaning given to it in rule 2.4.

"**Law**" means the Corporations Law.

"**member**" means a person whose name is entered in the Register as a member of the Company.

"**New Zealand Vice-President**" means, during the term of that appointment, a person appointed to that office under rule 3.2(c).

"**Officer**" means the President, Vice-Presidents, Executive Secretary, Assistant Secretary, Treasurer and any other person appointed to act in a position (including as a Director) in accordance with this document.

"**ordinary resolution**" means a resolution of members other than a special resolution.

"**Overseas Member**" has the meaning given to it in rule 2.4.

"**President**" means, during the term of that election, a person elected to that office under rule 3.2.

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**"Register"** means the register of members kept as required by sections 168 and 169.

**"Secretary"** means, during the term of that appointment, a person appointed as a secretary of the Company in accordance with this document.

**"special resolution"** has the meaning given by section 9.

**"Treasurer"** means, during the term of that election, a person elected to that office under rule 3.2.

**"Vice-President"** means each of the Australian Vice-President and the New Zealand Vice-President.

## 1.6 Interpretation of this document

Headings and marginal notes are for convenience only, and do not affect interpretation. The following rules also apply in interpreting this document, except where the context makes it clear that a rule is not intended to apply.

- (a) A reference to:
  - (i) legislation (including subordinate legislation) is to that legislation as amended, modified in relation to the Company, re-enacted or replaced, and includes any subordinate legislation issued under it;
  - (ii) a document or agreement, or a provision of a document or agreement, is to that document, agreement or provision as amended, supplemented, replaced or novated;
  - (iii) a person includes any type of entity or body of persons, whether or not it is incorporated or has a separate legal identity, and any executor, administrator or successor in law of the person; and
  - (iv) anything (including a right, obligation or concept) includes each part of it.
- (b) A singular word includes the plural, and vice versa.
- (c) A word which suggests one gender includes the other genders.
- (d) If a word is defined, another part of speech has a corresponding meaning.
- (e) If an example is given of anything (including a right, obligation or concept), such as by saying it includes something else, the example does not limit the scope of that thing.
- (f) The word **"agreement"** includes an undertaking or other binding arrangement or understanding, whether or not in writing.
- (g) A power to do something includes a power, exercisable in the like circumstances to revoke or undo it.
- (h) A reference to a power is also a reference to authority or discretion.

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- (i) A reference to something being "written" or "in writing" includes that thing being represented or reproduced in any mode in a visible form.
  - (j) Words (other than those defined in rule 1.5) which are defined by the Law have the same meaning in this document.
  - (k) A reference to a Chapter, Part, Division, or section is a reference to a Chapter, Part, Division or section of the Law.

## 2. **MEMBERSHIP**

### 2.1 **Membership**

Subject to rules 2.14, 2.15 and 2.16, the members of the Company are:

- (a) the initial members named in the application for the Company's registration; and
- (b) any other person the Board admits to membership.

### 2.2 **Classes of Members**

- (a) There are 4 classes of members:
  - (i) Full Members;
  - (ii) Associate Members;
  - (iii) Honorary Members; and
  - (iv) Overseas Members.
- (b) Full Members, Associate Members and Overseas Members may be of 2 classes:
  - (i) corporate members; and
  - (ii) individual members.

### 2.3 **Eligibility to be a Full Member**

The following are eligible to be Full Members:

- (a) any citizen or resident of Australia, New Zealand, Papua New Guinea or Oceania (being those islands of the Pacific which are closely related geographically to Australia and New Zealand) who is interested in the objects of the Company ("**Individual Full Members**"); or
- (b) the firms or bodies corporate or governmental organisations operating in any one of the places specified in rule 2.3(a) which either are involved in maritime and commercial activities or are specialists in maritime and commercial law or are otherwise interested in the objects of the Company ("**Corporate Full Members**").

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#### 2.4 Eligibility for Overseas Members

The following are eligible to be Overseas Members:

- (a) any citizen or resident of any country other than those specified in rule 2.3(a), who is interested in the objects of the Company ("**Individual Overseas Members**"); or
- (b) firms and bodies corporate or governmental organisations of any country other than those specified in rule 2.3(a) and which either are involved in maritime and commercial activities or are specialists in maritime and commercial law or are otherwise interested in the objects of the Company ("**Corporate Overseas Members**").

#### 2.5 Associate Members

Without limiting the generality of the term "Associate Member", such membership may be conferred upon students, retired persons, libraries, and organisations having an interest in the objects of the Company irrespective of the place of their citizenship or place of residence. Such membership will be at the discretion of the Board as to tenure and may or may not be renewed from time to time as the Board thinks fit.

#### 2.6 Honorary Members

The Board may elect as an honorary member any person who has in its opinion rendered distinguished service to the advancement of the maritime law or its administration.

#### 2.7 Corporate Nominees

- (a) A Corporate Full Member may appoint by notice in writing to the Company from time to time any number of individuals as that Corporate Full Member's nominees to receive correspondence and publications from the Company.
- (b) Subject to this document, the Board may increase or decrease the amount of representation allowed under paragraph (a).

#### 2.8 Admission and discretion of Board

Admission to any category of membership is at the absolute discretion of the Board which must give consideration to any report or recommendation from any Branch. The Board will not in any case be required to give any reason for the rejection of an application for membership.

#### 2.9 Application for membership

All applications for membership must be made in writing, signed by the applicant and must be in such form as the Board may from time to time prescribe and must be accompanied by such payment as the Board may from time to time prescribe.

#### 2.10 Payment of, and due date for, entrance fee

When an applicant has been accepted for membership the Company must within 60 days after the acceptance send to the applicant written notice of the acceptance and a request

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for payment of the entrance fee (which is due within 21 days after the date of the notice) and first annual subscription. On payment of the entrance fee and first annual subscription the applicant becomes a member of the Company.

**2.11 Due date for annual subscription**

All annual subscriptions of each member will become due and payable in advance on 1 January in every year or such other date as the Board determines.

**2.12 Level of fees**

The entrance fee and annual subscription payable by members of the Company will be an amount that the Board from time to time prescribes and may differ as between individual, corporate and the different classes of Associate Members respectively, but:

- (a) the fees for Overseas Members must be the same as the fees for Full Members; and
- (b) Honorary Members are not liable to pay any fees.

**2.13 Limited liability of members**

If the Company is wound up each member of the Company undertakes to contribute to the assets of the Company an amount not exceeding \$1.00 for payment of the debts and liabilities of the Company including the costs of the winding up. This undertaking continues for one year after a member ceases to be a member of the Company.

**2.14 Failure to pay fees**

A member's membership is automatically cancelled if the entrance fee or annual subscription referred to in rules 2.10 or 2.11 remains unpaid for a period of 6 calendar months from the date it becomes payable.

**2.15 Resigning as a member**

- (a) A member may resign from the Company by giving written notice to the Board.
- (b) A member who resigns continues to be liable for any annual subscription due and unpaid at the date of resignation.

**2.16 Expelling a member**

- (a) Subject to paragraph (b), the Board may, by resolution, expel from the Company any member:
  - (i) who does not comply with this document or any by-laws, rules or regulations of the Company; or
  - (ii) whose conduct in the opinion of the Board is prejudicial to the interests of the Company.
- (b) At least 21 days before the Board holds a meeting to expel a member, the Board must send a notice to the member which states:

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- (i) the allegations against the member;
  - (ii) the proposed resolution for the member's expulsion;
  - (iii) that the member has an opportunity at the meeting to address the allegations either orally or in writing; and
  - (iv) that if the member notifies the Company in writing at least 48 hours before the meeting at which the resolution is to be considered by the Board, the member may elect to have the question of that member's expulsion dealt with by the Company in general meeting rather than by the Board.
- (c) If a member elects under rule 2.16(b)(iv) to have the question of that member's expulsion dealt with by the Company in general meeting rather than by the Board, the Company must:
- (i) at its next general meeting, consider the question of that member's expulsion; and
  - (ii) expel that member and remove that member's name from the Register if and only if a resolution to expel the member is passed by ballot by a majority of two-thirds of those present and voting.
- (d) A member expelled from the Company does not have any claim on the Company, its funds or property.

### 3. **DIRECTORS**

#### 3.1 **Number of Directors**

- (a) The Company must have at least 3 Directors and, until otherwise decided by ordinary resolution, not more than 8 Directors.
- (b) No more than 2 Corporate Nominees of the same Corporate Full Member can be Directors at any one time.

#### 3.2 **Election of Officers**

- (a) Subject to this document, section 201E, and to the number of Directors for the time being fixed under rule 3.1 not being exceeded, the Company may elect by ordinary resolution individuals to fill the following positions:
  - (i) the President;
  - (ii) the Australian Vice-President;
  - (iii) the Treasurer;
  - (iv) the Executive Secretary; and
  - (v) the Assistant Secretary,

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each of whom once elected (subject to this document and the Law) is automatically ex-officio a Director.

- (b) A New Zealand Branch member is not entitled to vote on any resolution to elect the Australian Vice-President.
- (c) The chairman of the New Zealand Branch, or any other person appointed by the New Zealand Branch, is the New Zealand Vice-President.

### 3.3 Other ex-officio Directors

Subject to this document and the Law, each of the following is ex-officio a Director:

- (a) the Immediate Past President; and
- (b) the New Zealand Vice-President.

### 3.4 Membership qualification

A Director must either be a member of the Company or be a Corporate Nominee.

### 3.5 Appointment by the Board

Subject to this document, section 201E, and to the number of Directors for the time being fixed under rule 3.1 not being exceeded, the Board may appoint a person to be a Director, at any time except during a general meeting. Any Director so appointed:

- (a) automatically retires at the next annual general meeting and is eligible for re-election by that general meeting; and
- (b) is not taken into account in deciding the rotation or retirement of Directors or the number of them to retire under rule 3.8 at that general meeting.

### 3.6 Election by general meeting

Subject to this document, section 201E, and to the number of Directors for the time being fixed under rule 3.1 not being exceeded, the Company may elect Directors by ordinary resolution.

### 3.7 Eligible candidates

The Company in general meeting cannot validly elect a person as a Director unless:

- (a) the person retires under rule 3.5 or 3.8 and seeks re-election;
- (b) the Board recommends the appointment; or
- (c) at least 42 days before the meeting at which the relevant resolution will be considered, the Company receives both:
  - (i) a nomination of the person by a member (other than the person); and
  - (ii) a consent to act as a Director signed by the person.

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The Company must notify members of every candidate for election as a Director, and which Officer the person is seeking to become, at least 21 days before the relevant general meeting. A list of candidates contained in the notice of the relevant general meeting satisfies that notice requirement.

**3.8 Directors retire annually**

- (a) At each annual general meeting all of the Directors who are not:
- (i) appointed, and required to retire, under rule 3.5;
  - (ii) the New Zealand Vice-President;
  - (iii) the Immediate Past President; or
  - (iv) Directors who vacate office under section 201C,
- must retire from office and are eligible for re-election.
- (b) A Director appointed to replace one removed from office under rule 3.11 must retire when the Director replaced would have been required to retire if not removed and is eligible for re-election.

**3.9 Time of retirement**

A Director's retirement under rule 3.5 or 3.8 takes effect at the end of the relevant annual general meeting unless the Director is re-elected at that meeting.

**3.10 Cessation of Director's appointment**

- (a) The office of a Director automatically becomes vacant if the person who holds the office:
- (i) becomes an insolvent under administration;
  - (ii) is not permitted by the Law (or an order made under the Law) to be a director or is disqualified from managing corporations by force of section 203B;
  - (iii) becomes of unsound mind or physically or mentally incapable of performing the functions of that office;
  - (iv) fails to attend Board meetings (either personally or by an Alternate) for a continuous period of 6 months without leave of absence from the Board;
  - (v) resigns by notice in writing to the Company; or
  - (vi) is removed from office under rule 3.11.
- (b) The office of a Director becomes vacant at the time specified:
- (i) if the person who holds the office ceases to be a member of the Company - automatically;



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- (ii) if the person who holds the office ceases to be a nominee of a Corporate Full Member - 14 days after that cessation;
  - (iii) if the Corporate Full Member who nominated the person who holds the office ceases to be a member of the Company - 14 days after that cessation.

### 3.11 Removal from office

Whether or not a Director's appointment was expressed to be for a specified period, subject to section 203D, the Company by special resolution may remove a Director from office.

### 3.12 Too few Directors

If the number of Directors is reduced below the minimum required by rule 3.1, the continuing Directors may act as the Board only:

- (a) to appoint Directors up to that minimum number;
- (b) to convene a meeting of members; or
- (c) in emergencies.

## 4. ALTERNATE DIRECTORS

### 4.1 Appointment of Alternates

Subject to rule 3.1, a Director (other than an Alternate) may appoint a person who is approved by the Board (without the vote of the Appointor) to act as Alternate for a specified period or each time the Appointor is unable to attend a Board meeting or act as a Director.

### 4.2 Notice of Board meetings

If the Appointor requests the Company to give the Alternate notice of Board meetings, the Company must do so. Unless the Appointor has requested it, the Company need not give notice of Board meetings to an Alternate.

### 4.3 Obligations and entitlements of Alternates

An Alternate:

- (a) may attend and vote in place of the Appointor at a Board meeting at which the Appointor is not present;
- (b) if also a Director, has a separate right to vote as Alternate;
- (c) if Alternate for more than one Appointor, has a separate right to vote in place of each Appointor;
- (d) when acting as Alternate, is an officer of the Company and subject to all the duties, and entitled to exercise all the powers and rights, of the Appointor as a Director; and

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- (e) is entitled to reasonable travelling, hotel and other expenses incurred in attending meetings of the Board or of the Company or while otherwise engaged on the business of the Company on the same basis as other Directors but is not entitled to any other remuneration from the Company (but the Appointor may further remunerate the Alternate).

#### 4.4 Termination of appointment

The Appointor may revoke the appointment of a person as Alternate whether or not that appointment is for a specified period. If the Appointor ceases to be a Director, any appointment of an Alternate made by the Appointor immediately ceases.

#### 4.5 Appointments and revocations in writing

The Appointor must appoint, and revoke the appointment of, any Alternate in writing. The appointment or revocation is not effective until a copy is provided to the Company.

### 5. **POWERS OF THE BOARD**

#### 5.1 Powers generally

Except as otherwise required by the Law, any other applicable law or this document, the Board:

- (a) has power to manage the business of the Company; and
- (b) may exercise every right, power or capacity of the Company to the exclusion of the Company in general meeting and the members.

#### 5.2 Exercise of powers

A power of the Board can be exercised only:

- (a) by resolution passed at a meeting of the Board or otherwise in accordance with rule 13; or
- (b) in accordance with a delegation of the power under rule 7 or 9.

### 6. **EXECUTING NEGOTIABLE INSTRUMENTS**

The Board must decide the manner (including the use of facsimile signatures if thought appropriate) in which negotiable instruments can be executed, accepted or endorsed for and on behalf of the Company. The Company may execute, accept, or endorse negotiable instruments only by any 2 members of the Board or in such other manner as the Board from time to time determines.

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## 7. **OFFICERS' POWERS, DUTIES AND TERMINATION OF APPOINTMENT**

### 7.1 **Power of President**

- (a) The President:
  - (i) is the chief executive officer of the Company and must supervise the Company's affairs and report to meetings of the Company or the Board on the condition, activities and progress of the Company;
  - (ii) may call special meetings of the Board, members or the Council; and
  - (iii) has the power to represent the Company before any Federal or State Legislative Committee or Parliamentary Select or other committee or before any Federal or State Department or Department of State, Bureau, Commission, Board or other governmental agency or before any national or international convention, conference or committee relating to matters of maritime interest.
- (b) The Board may delegate any of the powers of the Board to the President:
  - (i) on the terms and subject to any restrictions the Board decides; and
  - (ii) so as to be concurrent with, or to the exclusion of, the powers of the Board, and may revoke the delegation at any time.

### 7.2 **Additional duties of Treasurer**

In addition to the duties imposed by rule 10, the Treasurer must:

- (a) collect and disburse all funds of the Company and shall keep regular accounts in books belonging to the Company, which accounts shall be audited annually; and
- (b) perform other duties as may from time to time be assigned to the Treasurer by the Board.

### 7.3 **Additional duties of Assistant Secretary**

In addition to the duties imposed by rule 10, the Assistant Secretary must assist generally the other members of the Board and may, subject to section 240(7), perform the duties of the Executive Secretary in the Executive Secretary's absence.

### 7.4 **Termination of appointment**

The appointment of the President, Australian Vice-President, New Zealand Vice-President, Treasurer, Executive Secretary or Assistant Secretary terminates if:

- (a) that Officer ceases for any reason to be a Director; or
- (b) the Board removes that Officer from his or her office (which, subject to any contract between the Company and that Officer, the Board has power to do);

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- (c) in the case of the New Zealand Vice-President only, the New Zealand Branch so decides,

whether or not the appointment was expressed to be for a specified term.

8. **CASUAL VACANCIES OF OFFICERS**

The Board may appoint a Director to fulfil the duties and role of any Officer to fill a casual vacancy until the next general meeting after the casual vacancy arises.

9. **DELEGATION OF BOARD POWERS**

9.1 **Delegation to committee or attorney**

The Board may delegate any of its powers:

- (a) to a committee consisting of at least one Director which may also include people who are not Directors; or
- (b) to an attorney;

and may revoke a delegation previously made whether or not the delegation is expressed to be for a specified period. This rule is supplemental to section 126(1).

9.2 **Terms of delegation**

A delegation of powers under rule 9.1 may be made:

- (a) for a specified period or without specifying a period; and
- (b) on the terms (including power to further delegate) and subject to any restrictions the Board decides.

Power exercised in accordance with a delegation of the Board is treated as exercised by the Board.

9.3 **Powers of attorney**

A power of attorney under rule 9.1 may contain the provisions for the protection and convenience of those who deal with the attorney that the Board thinks appropriate.

9.4 **Proceedings of committees**

Subject to the terms on which a power of the Board is delegated to a committee, the meetings and proceedings of committees are, to the greatest extent practical, governed by the rules of this document which regulate the meetings and proceedings of the Board.

10. **DIRECTOR'S DUTIES AND INTERESTS**

10.1 **Compliance with Law**

Each Director must comply with sections 180 to 184.

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## 10.2 Scope of Directors' duties

A Director is not disqualified by reason only of being a Director from:

- (a) holding any office or place of profit or employment other than that of the Company's auditor, or being a member or creditor, of any corporation (including the Company) or partnership other than the auditor; or
- (b) entering into any agreement with the Company.

## 10.3 Declaration of interests

- (a) Each Director must comply with section 191 in relation to disclosing interests.

- (b) A Director who:

- (i) is in any way, interested in a contract or proposed contract with the Company; or
- (ii) holds any office or possesses any property as a result of which duties or interests might be created which are directly or indirectly in conflict with that Director's duties or interests as a Director,

must declare the fact and the nature of the interest, or nature, character and extent of the conflict at the first Board meeting held after the relevant facts come to the Director's knowledge or after appointment as a Director (whichever is later).

- (c) Paragraph (b) does not apply where the Director has given a standing notice of the nature and extent of the interest under section 192 and the notice is still effective in relation to the interest.

## 10.4 Director interested in a matter

Each Director must comply with section 195 in relation to being present, and voting, at a Board meeting that considers a matter in which the Director has a material personal interest. Subject to section 195:

- (a) a Director may be counted in a quorum at a Board meeting that considers, and may vote on, whether the Company enters into an agreement or proposed agreement in which that Director has an interest;
- (b) the Company may enter into the agreement and the Director may participate in the execution of any relevant document by or on behalf of the Company;
- (c) the Director may be counted in a quorum at a Board meeting that considers, and may vote on, matters involving the agreement; and
- (d) if disclosure under rule 10.3 is made before the agreement is entered into:
  - (i) the Director may retain benefits under the agreement even though the Director has an interest in the agreement; and

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- (ii) the Company cannot avoid the agreement merely because of the existence of the interest.

#### 10.5 **Agreements with third parties**

The Company cannot avoid an agreement with a third party merely because a Director:

- (a) fails to make a disclosure required by rule 10.3; or
- (b) is present at, or counted in the quorum for, a meeting that considers, votes on, or participates in the execution of, that agreement in breach of section 195.

#### 10.6 **Obligation of secrecy**

Every Director and Secretary must keep the transactions and affairs of the Company and the state of its accounts confidential unless required to disclose them:

- (a) in the course of duties as an officer of the Company;
- (b) by the Board or the Company in general meeting; or
- (c) by law.

The Company may require a Director, Secretary, auditor, trustee, committee member or other person engaged by it to sign a confidentiality undertaking consistent with this rule. A Director or Secretary must do so if required by the Company.

### 11. **DIRECTORS' REMUNERATION**

#### 11.1 **Directors' not to receive remuneration**

The Company must not:

- (a) appoint a Director to any salaried office of the Company or any office of the Company paid by fees; or
- (b) pay or give a Director remuneration or other benefit in money or money's worth except, with the approval of the Board, repayment of out-of-pocket expenses and reasonable interest on money lent or reasonable rent for premises leased to the Company.

#### 11.2 **Remuneration for services rendered**

Nothing in this document prevents the payment in good faith of remuneration to any officers or employees of the Company or to any member of the Company in return for:

- (a) any services actually rendered to the Company;
- (b) goods supplied in the ordinary and usual way of business;
- (c) the payment of reasonable interest on money borrowed from any member of the Company; or

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(d) reasonable rent for premises leased by any member to the Company.

## 12. **OFFICERS' INDEMNITY AND INSURANCE**

### 12.1 **Indemnity**

Subject to section 199A, the Company must, to the extent the person is not otherwise indemnified, indemnify every officer (as defined in section 9) of the Company and its wholly owned subsidiaries and may indemnify its auditor against a liability:

- (a) incurred as officer or auditor to a person other than the Company or a related body corporate (including a liability incurred as a result of appointment or nomination by the Company or subsidiary as a trustee or as an officer of another corporation) unless the liability arises out of conduct involving a lack of good faith; and
- (b) for costs and expenses incurred in defending civil or criminal proceedings in which judgement is given in favour of that person or in which that person is acquitted, or in connection with an application in relation to those proceedings in which the court grants relief to that person under the Law.

### 12.2 **Insurance**

Subject to section 199B, the Company may enter into, and pay premiums on, a contract of insurance in respect of any person.

### 12.3 **Former officers**

The indemnity in favour of officers under rule 12.1 is a continuing indemnity. It applies in respect of all acts done by a person while an officer of the Company or a wholly owned subsidiary of the Company even though the person is not an officer at the time the claim is made.

## 13. **BOARD MEETINGS**

### 13.1 **Board meetings**

The Board must hold at least 2 meetings in each calendar year.

### 13.2 **Convening Board meetings**

A Director may at any time, and the Secretary must on request from another Director, convene a Board meeting.

### 13.3 **Notice of Board meeting**

The convenor of each Board meeting:

- (a) must give reasonable notice of the meeting (and, if it is adjourned, of its resumption) individually to:
  - (i) each Director who is in Australia; and

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(ii) each Alternate in respect of whom the Appointor has given notice under rule 4.2 requiring notice of Board meetings to be given to that Alternate or whose Appointor is not given notice due to being outside Australia; and

(b) may give that notice orally (including by telephone) or in writing,

but failure to give notice to, or non-receipt of notice by, a Director does not result in a Board meeting being invalid.

#### 13.4 Use of technology

A Board meeting may be held using any means of audio or audio-visual communication by which each Director participating can hear and be heard by each other Director participating or in any other way permitted by section 248D. A Board meeting held solely or partly by technology is treated as held at the place at which the greatest number of the Directors present at the meeting is located or, if an equal number of Directors is located in each of 2 or more places, at the place where the chairman of the meeting is located.

#### 13.5 Chairing Board meetings

The President will, if present, chair Board meetings. In the President's absence, a Vice-President will, if present, chair Board meetings. If none of the President and Vice-Presidents is willing to act or present within 15 minutes after the time for which a Board meeting is called, the Directors present must elect a Director present to chair the meeting.

#### 13.6 Quorum

Unless the Board decides otherwise, the quorum for a Board meeting is 3 Directors and a quorum must be present for the whole meeting. An Alternate who is also a Director or a person who is an Alternate for more than one Appointor may only be counted once toward a quorum. A Director is treated as present at a meeting held by audio or audio-visual communication if the Director is able to hear and be heard by all others attending. If a meeting is held in another way permitted by section 248D, the Board must resolve the basis on which Directors are treated as present.

#### 13.7 Majority decisions

A resolution of the Board must be passed by a majority of the votes cast by Directors entitled to vote on the resolution. If an equal number of votes is cast for and against a resolution, the chairman will be granted a second and casting vote.

#### 13.8 Procedural rules

The Board may adjourn and, subject to this document, otherwise regulate its meetings as it decides.

#### 13.9 Written resolution

If all the Directors entitled to receive notice of a Board meeting and to vote on the resolution sign a document containing a statement that they are in favour of the resolution set out in the document, a Board resolution in those terms is passed at the time when the last Director signs.



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### 13.10 Additional provisions concerning written resolutions

For the purpose of rule 13.9:

- (a) 2 or more separate documents in identical terms, each of which is signed by one or more Directors, are treated as one document;
- (b) signature of a document by an Alternate is not required if the Appointor of that Alternate has signed the document;
- (c) signature of a document by the Appointor of an Alternate is not required if that Alternate has signed the document in that capacity; and
- (d) a telex, telegram, facsimile or electronic message containing the text of the document expressed to have been signed by a Director that is sent to the Company is a document signed by that Director at the time of its receipt by the Company.

### 13.11 Valid proceedings

Each resolution passed or thing done by, or with the participation of, a person acting as a Director 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.

## 14. MEETINGS OF MEMBERS

### 14.1 Annual general meeting

The Company must hold an annual general meeting at least once in each calendar year and within 5 months after the end of its financial year as required by section 250N.

### 14.2 Calling meetings of members

- (a) The Board or a Director may at any time convene a meeting of members.
- (b) The Board must when requested by members under section 249D or when ordered by the Court under section 249G convene a meeting of members.

### 14.3 Notice of meeting

Subject to rule 14.4, at least 21 days' written notice of a meeting of members must be given individually to:

- (a) each member (whether or not the member is entitled to vote at the meeting);
- (b) each Director; and
- (c) the auditor.

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The notice of meeting must comply with section 249L and may be given in any manner permitted by section 249J(3).

**14.4 Short notice**

Subject to sections 249H(3) and (4):

- (a) if the Company has elected to convene a meeting of members as the annual general meeting, if all the members entitled to attend and vote agree; or
- (b) otherwise, if members who together have power to cast at least 95% of the votes that may be cast at the meeting agree,

a resolution may be proposed and passed at a meeting of which less than 21 days' notice has been given.

**14.5 Postponement or cancellation**

Subject to sections 249D(5) and 250N, the Board may:

- (a) postpone a meeting of members;
- (b) cancel a meeting of members; or
- (c) change the place for a general meeting,

by written notice given individually to each person entitled to be given notice of the meeting.

**14.6 Fresh notice**

If a meeting of members is postponed or adjourned for one month or more, the Company must give new notice of the resumed meeting.

**14.7 Accidental omission**

The accidental omission to give notice to, or the non-receipt of notice by, any of those entitled to it does not invalidate any resolution passed at a meeting of members.

**14.8 Technology**

The Company may hold a meeting of members at 2 or more venues using any technology that gives the members as a whole a reasonable opportunity to participate.

**15. PROCEEDINGS AT MEETINGS OF MEMBERS**

**15.1 Member present at meeting**

If a member has appointed a proxy or attorney or (in the case of a member which is a body corporate) a representative to act at a meeting of members, that member is taken to be present at a meeting at which the proxy, attorney or representative is present.

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**15.2 Quorum**

The quorum for a meeting of members is 10 members. Each individual present may only be counted once toward a quorum.

**15.3 Quorum not present**

If a quorum is not present within 30 minutes after the time for which a meeting of members is called:

- (a) if called as a result of a request of members under section 249D, the meeting is dissolved; and
- (b) in any other case:
  - (i) the meeting is adjourned to the day, time and place that the Board decides and notifies to members, or if no decision is notified before then, to the same time on the same day in the next week at the same place; and
  - (ii) if a quorum is not present at the adjourned meeting, the meeting is dissolved.

**15.4 Chairing meetings of members**

The President will, if present, chair meetings of members. In the President's absence, a Vice-President will, if present, chair meetings of members. If none of the President and Vice-Presidents is willing to act or present within 15 minutes after the time for which a meeting of members is called, the members present must elect a Director present to chair the meeting.

**15.5 Attendance at general meetings**

- (a) Every member has the right to attend all meetings of members.
- (b) Every Director has the right to attend and speak at all meetings of members of the Company.
- (c) The auditor has the right to attend any meeting of members of the Company and to speak on any part of the business of the meeting which concerns the auditor in the capacity of auditor.

**15.6 Adjournment**

Subject to rule 14.6, the chairman of a meeting of members at which a quorum is present:

- (a) may; and
- (b) must, if directed by ordinary resolution of the meeting, adjourn it to another time and place.

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**15.7 Business at adjourned meetings**

The only business that may be transacted at a meeting resumed after an adjournment is the business left unfinished immediately before the adjournment.

**16. PROXIES, ATTORNEYS AND REPRESENTATIVES**

**16.1 Appointment of proxies**

A Full Member may appoint a proxy to attend and act for the member at a meeting of members. An appointment of proxy must be made by written notice to the Company:

- (a) that complies with section 250A(1); or
- (b) in any other form and mode that is, and is signed or acknowledged by the member in a manner, satisfactory to the Board.

**16.2 Full Member's attorney**

A Full Member may appoint by power of attorney an attorney to attend and act at a meeting of the Company. If the appointor is an individual, the power of attorney must be signed in the presence of at least one witness.

**16.3 Corporate representatives**

A Corporate Full Member may appoint individuals to act as its representative at meetings of members as permitted by, and subject to, section 250D.

**16.4 Deposit of proxy forms and powers of attorney**

An appointment of a proxy or attorney is not effective for a particular meeting of members unless:

- (a) in the case of a proxy, the proxy form and, if it is executed by an attorney, the relevant power of attorney or a certified copy of it; and
- (b) in the case of an attorney, the power of attorney or a certified copy of it,

is received by the Company at its registered office or a fax number at that office (or another address specified for the purpose in the relevant notice of meeting) at least 48 hours before the time for which the meeting was called or, if the meeting has been adjourned, before the meeting is resumed.

**16.5 Standing appointments and membership**

- (a) A Full Member may appoint a proxy, attorney or representative to act at a particular meeting of members or make a standing appointment and may revoke any appointment.
- (b) A proxy, attorney or representative may, but need not, be a member.

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**16.6 Suspension of proxy or attorney's powers**

- (a) A proxy or attorney has no power to act for a Full Member at a meeting at which the Full Member is present:
  - (i) in the case of an individual, in person; or
  - (ii) in the case of a body corporate, by representative.
- (b) A proxy has no power to act for a Full Member at a meeting at which the Full Member is present by attorney.

**16.7 Priority of conflicting appointments of attorney or representative**

If more than one attorney or representative appointed by a Full Member is present at a meeting of members and the Company has not received notice of revocation of any of the appointments:

- (a) an attorney or representative appointed to act at that particular meeting may act to the exclusion of an attorney or representative appointed under a standing appointment; and
- (b) subject to rule 16.7(a), an attorney or representative appointed under a more recent appointment may act to the exclusion of an attorney or representative appointed earlier in time.

**16.8 More than 2 current proxy appointments**

An appointment of proxy by a Full Member is revoked (or, in the case of a standing appointment, suspended for that particular meeting) if the Company receives a further appointment of proxy from that Full Member which would result in there being more than 2 proxies of that Full Member entitled to act at a meeting. The appointment of proxy made first in time is the first to be treated as revoked or suspended by this rule.

**16.9 Continuing authority**

An act done at a meeting of members by a proxy, attorney or representative is valid even if, before the act is done, the appointing Full Member:

- (a) dies or becomes mentally incapacitated;
- (b) becomes bankrupt or an insolvent under administration or is wound up; or
- (c) revokes the appointment or the authority under which the appointment was made by a third party,

unless the Company has received written notice of the matter before the start or resumption of the meeting at which the vote is cast.

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17. **ENTITLEMENT TO VOTE**

17.1 **Number of votes**

- (a) Each Individual Full Member and each Honorary Member has one vote.
- (b) Each Corporate Full Member is entitled to 3 votes.
- (c) Associate Members and Overseas Members have no right to vote.

17.2 **Annual subscription in arrears**

No member is entitled to vote at a meeting if that member's annual subscription is in arrears by at least one month at the date of the meeting.

17.3 **Casting vote of chairman**

If an equal number of votes is cast for and against a resolution at a meeting of members, the chairman has a casting vote whether or not the chairman is a member.

17.4 **Decision on right to vote**

A member or Director may challenge a person's right to vote at a meeting of members. A challenge may only be made at the meeting. A challenge, or any other doubt as to the validity of a vote, must be decided by the chairman, whose decision is final.

18. **HOW VOTING IS CARRIED OUT**

18.1 **Method of voting**

A resolution put to the vote at a meeting of members must be decided on a show of hands unless a poll is demanded under rule 18.2 either before or on declaration of the result of the vote on a show of hands. Unless a poll is demanded, the chairman's declaration of a decision on a show of hands is final.

18.2 **Demands for a poll**

A poll may be demanded on any resolution except a resolution concerning the election of the chairman of a meeting by:

- (a) at least 3 members entitled to vote on the resolution; or
- (b) the chairman.

The demand for a poll does not affect the continuation of the meeting for the transaction of other business and may be withdrawn.

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### 18.3 When and how polls must be taken

If a poll is demanded:

- (a) if the resolution is for the adjournment of the meeting, the poll must be taken immediately and, subject to rule 18.3(c), in the manner that the chairman of the meeting directs;
- (b) in all other cases, the poll must be taken at the time and place and, subject to rule 18.3(c), in the manner that the chairman of the meeting directs;
- (c) votes which section 250A(4) requires to be cast in a given way must be treated as cast in that way;
- (d) a person voting who has the right to cast 2 or more votes need not cast all those votes and may cast those votes in different ways; and
- (e) the result of the poll is the resolution of the meeting at which the poll was demanded.

## 19. **SECRETARY**

### 19.1 Appointment and removal of secretary

The Board may appoint one or more individuals to be a Secretary of the Company either for a specified term or without specifying a term.

### 19.2 Terms and conditions of office

A Secretary holds office on the terms (including as to remuneration) that the Board decides. The Board may vary any decision previously made by it in respect of a Secretary.

### 19.3 Removal from office

Subject to any contract between the Company and the Secretary, the Board may remove a Secretary from that office whether or not the appointment was expressed to be for a specified term.

## 20. **MINUTES**

### 20.1 Minutes must be kept

The Board must cause minutes of:

- (a) proceedings and resolutions of meetings of the Company's members;
- (b) the name of Directors present at each Board meeting or committee meeting;
- (c) proceedings and resolutions of Board meetings (including meetings of a committee to which Board powers are delegated under rule 9); and
- (d) resolutions passed by Directors without a meeting,

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to be kept in accordance with section 251A.

**20.2 Minutes as evidence**

A minute recorded and signed in accordance with section 251A is evidence of the proceeding, resolution or declaration to which it relates unless the contrary is proved.

**20.3 Inspection of minute books**

The Company must allow members to inspect, and provide copies of the minute books for the meetings of members in accordance with section 251B.

**21. BRANCHES**

**21.1 Establishment**

The Board may from time to time establish anywhere in Australia, New Zealand, Papua New Guinea and Oceania local branches of members of the Company ("**Branches**").

**21.2 Meetings**

- (a) Subject to any regulation which may be imposed by the Board and subject to rules 21.3 to 21.6 and to the Law, Branches may formulate their own rules and procedures for meeting and act in furtherance of the objects of the Company.
- (b) Rules formulated by a Branch must provide for not less than one meeting to be held in each year of the Branch at which an election must be held to appoint a chairman and other such officers as are deemed necessary for the efficient operation of the Branch.
- (c) Where the rules prescribe for the appointment of officers of the Branch, no more than 2 Corporate Nominees of the same Corporate Full Member can be officers at any one time.

**21.3 Membership**

Members of the Company of all classes are entitled to membership of one Branch without payment of any further fee or subscription and the same rights and privileges set out in these rules will apply to their membership of the Branch.

**21.4 Expenses**

Expenses of a Branch must be met from one or more of the following sources:

- (a) monies provided by the Board out of Company funds; or
- (b) unsolicited donations by members of the Branch; or
- (c) contributions by members and non-members attending functions organised by the Branch to defray their individual shares of the costs of those functions,

and no Branch has power to raise money other than by the methods described in paragraphs (a), (b) and (c) of this rule without the prior approval of the Board.



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## 21.5 Purpose of Branch

Each of the following is a function of each Branch:

- (a) to initiate the discussion and consideration of problems affecting the maritime law;
- (i) to discuss and consider matters affecting the maritime law referred to it by the Board and the Council;
- (ii) to report to each meeting of the Council on its activities since the last previous meeting;
- (iii) to nominate a representative to attend each meeting of the Council;
- (iv) to make recommendations to the Board as to the admission of new members;
- (v) to make recommendations to the Board and to the Council as to matters of interest to members affecting the maritime law for consideration and discussion by the Branches as a whole and by general meetings of the Company;
- (vi) to encourage the growth of membership of the Company and the support by its members of the meetings and activities of the Company;
- (vii) in addition to the requirement under rule 21.2, to hold such other general meetings as its Branch committee (if any) determines; and
- (viii) generally to cooperate as part of the Company to further its objects.

## 21.6 Conduct of Branch

Each Branch must:

- (a) keep all monies received by it on behalf of the Company;
- (b) open a bank account in the name of the Company, this rule being sufficient authority for the Branch to do so; and
- (c) cooperate with the Treasurer in ensuring that the functions of the Company and the Branch set out in rules 24.1 to 24.3 are fulfilled.

## 21.7 Notice of, and quorum at, meeting

In the absence of any Branch rule to the contrary, members of a branch must be given at least 14 days notice of the place, date and time of any Branch meeting, the general nature of the business to be transacted at the meeting and at any such meeting a quorum is 4 members present in person (including any member present by proxy).

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22. **COUNCIL**

22.1 **Membership**

The Council consists of the members of the Board together with a representative of each of the Branches. Representatives may appoint proxies to represent them at the place where the Council is to meet if unable to attend personally.

22.2 **Meeting and functions**

The Council:

- (a) will meet at least once in each calendar year;
- (b) will meet at such times and places as appointed by the President with the approval of the Board, or at the request of any 2 or more Branches;
- (c) may hear reports by the representatives of the Branches;
- (d) has the power to make recommendations to the Board concerning the planning of the activities and meetings of the Company;
- (e) may consider from time to time, either on its own motion or at the suggestion of any member in writing, such matters affecting the objects of the Company as in the judgment of the Council should be the subject of investigation, consideration, discussion and action; and
- (f) may study ways and means, and take such measures as it deems appropriate to more effectively achieve the objects of the Company.

23. **COMPANY SEALS**

23.1 **Common seal**

The Board:

- (a) may decide whether or not the Company has a common seal; and
- (b) is responsible for the safe custody of that seal (if any) and any duplicate seal it decides to adopt under section 123(2).

23.2 **Use of seals**

The common seal and duplicate seal (if any) may only be used with the authority of the Board. The Board must not authorise the use of a seal that does not comply with section 123.

23.3 **Fixing seals to documents**

The fixing of the common seal, or any duplicate seal, to a document must be witnessed:

- (a) by 2 Directors;

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- (b) by one Director and one Secretary; or
  - (c) by any other signatories or in any other way (including the use of facsimile signatures) authorised by the Board.

24. **ACCOUNTS AND AUDIT**

24.1 **Company and each Branch must keep accounts**

The Board must cause the Company to, and each Branch must, keep written financial records that:

- (a) correctly record and explain its transactions (including transactions undertaken as trustee) and financial position and performance; and
  - (b) would enable true and fair financial statements to be prepared and audited,
- and must allow a Director and the auditor to inspect those records at all reasonable times.

24.2 **Financial reporting**

The Board must cause the Company to prepare a financial report and a Directors' report that comply with Part 2M.3 and must report to members in accordance with section 314 no later than the deadline set by section 315.

24.3 **Audit**

The Board must cause the Company's financial report for each financial year to be audited and obtain an auditor's report. The eligibility, appointment, removal, remuneration, rights and duties of the auditor are regulated by sections 324 to 334 inclusive and sections 1278, 1280 and 1289.

24.4 **Conclusive reports**

Audited financial reports of the Company and each Branch laid before the Company in general meetings are conclusive except as regards errors notified to the Company within 3 months after the relevant general meeting. If the Company receives notice of an error within that period, it must immediately correct the report and the report as corrected is then conclusive.

24.5 **Inspection of financial records and books**

Subject to rule 20.3 and section 247A, a member who is not a Director does not have any right to inspect any document of the Company or a Branch except as authorised by the Board or by ordinary resolution.

25. **REGISTER OF MEMBERS**

The Company must maintain a register of members.

In accordance with section 169, the register must contain the following information:

- (a) the name and address of each member;

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- (b) the date on which the entry of the member's name in the register is made;
  - (c) the name and details of each person who stopped being a member of the Company within the last 7 years;
  - (d) the date on which the person stopped being a member; and
  - (e) an index of member's names where the company has more than 50 members (and the register itself is not kept in a form that operates effectively as an index).

26. **WINDING UP**

If the Company is wound up any surplus property must not be paid to members but must be paid or transferred to another corporation which complies with section 150(1).

27. **NOTICES**

27.1 **Notices by Company**

A notice is properly given by the Company to a person if it is:

- (a) in writing signed on behalf of the Company (by original or printed signature);
- (b) addressed to the person to whom it is to be given; and
- (c) either
  - (i) delivered personally;
  - (ii) sent by pre-paid mail (by airmail, if the addressee is overseas) to that person's address; or
  - (iii) sent by fax to the fax number (if any) nominated by that person; or
  - (iv) sent by electronic message to the electronic address (if any) nominated by that person.

27.2 **Overseas members**

A member whose registered address is not in Australia may notify the Company in writing of an address to which notices may be sent.

27.3 **When notice is given**

A notice to a person by the Company is regarded as given and received:

- (a) if it is delivered personally or sent by fax or electronic message:
  - (i) by 5.00 pm (local time in the place of receipt) on a business day - on that day; or
  - (ii) after 5.00 pm (local time in the place of receipt) on a business day, or on a day that is not a business day - on the next business day; and

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- (b) if it is sent by mail:
    - (i) within Australia - 3 business days after posting; or
    - (ii) to a place outside Australia - 7 business days after posting.

A certificate in writing signed by a Director or Secretary of the Company stating that a notice was sent is conclusive evidence of service.

#### 27.4 Business days

For the purposes of rule 27.3, a business day is a day that is not a Saturday, Sunday or public holiday in the place to which the notice is sent.

#### 27.5 Counting days

If a specified period must pass after a notice is given before an action may be taken, neither the day on which the notice is given nor the day on which the action is to be taken may be counted in reckoning the period.

#### 27.6 Notices to "lost" members

- (a) If:
  - (i) on 2 or more consecutive occasions a notice served on a member in accordance with this rule is returned unclaimed or with an indication that the member is not known at the address to which it was sent; or
  - (ii) the Board believes on other reasonable grounds that a member is not at the address shown in the Register or notified to the Company under rule 27.2,the Company may give effective notice to that member by exhibiting the notice at the Company's registered office for at least 48 hours.
- (b) This rule ceases to apply to a member to which clause 27.6(a)(i) or 27.6(a)(ii) applies if the member gives the Company notice of a new address.