

CORPORATIONS ACT 2001
A COMPANY LIMITED BY GUARANTEE

**MEMORANDUM
AND
ARTICLES OF ASSOCIATION
OF**



REGISTERED WITH ASC 28/9/1992
AUSTRALIAN PUBLIC COMPANY, LIMITED BY GUARANTEE
ACN 057 423 202

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CORPORATIONS ACT 2001 A COMPANY LIMITED BY GUARANTEE

MEMORANDUM OF ASSOCIATION OF THE AUSTRALIAN ASSOCIATION FOR THE EDUCATION OF THE GIFTED AND TALENTED LIMITED.

1.		The name of the Company is Australian Association for the Education of the Gifted and Talented Limited.
2.		OBJECTS The objects for which the Company is established are:
	(a)	To ensure equitable and socially just educational provisions for the gifted and talented.
	(b)	To focus attention on the gifted and talented and their valuable potential contribution to the welfare of Australia.
	(c)	To support gifted and talented children, their families, care-givers and educators.
	(d)	To stimulate and encourage further research into the nature of giftedness, talents, creativity and the education and development of the gifted and talented and to disseminate the results of such research.
	(e)	To assemble, for an exchange of ideas and experiences, people from throughout Australia and beyond, interested in the gifted and talented.
	(f)	To persuade government to recognise the gifted and talented as individuals requiring special attention in formal educational programs.
	(g)	To establish means for a continuing Australia-wide exchange of ideas, experiences, teaching and teacher-training techniques in respect of the gifted and talented.
	(h)	To create a 'climate' of acceptance of the gifted and talented as a valuable asset within Australia. Such individuals come from a variety of economic, social, racial and religious backgrounds and may show giftedness and or talent in intellectual, social, spiritual, aesthetic, physical or emotional spheres of human activity. They may have sensory, physical, emotional, behavioural or learning disabilities.
	(i)	To initiate, conduct and foster activities designed to bring together the gifted and talented of Australia.
	(j)	To subscribe to, become a member of, and co-operate with, affiliate with, or amalgamate with, any other association or organisation, 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 4 of this Memorandum.
	(k)	To buy, sell and deal in all kinds of apparatus and all kinds of provisions, liquid and solid, required by the members of the Company.
	(l)	To purchase, take on 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 law having regard to such trusts.
	(m)	To enter into any arrangements with any Government or authority, 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.

	(n)	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.
	(o)	To take 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.
	(p)	To do all such other acts and things that 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.
	(q)	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 any place, state or country whatsoever without any limitation or restrictions but subject always to the Corporations Act and to the laws of such place, state or country as may be applicable from time to time.
3.		<u>POLICIES</u> The following are basic policies of the Company
	(a)	The Company will not take part in any action nor carry out any activity which is not a furtherance of its purposes.
	(b)	The Company may co-operate with government and organisations concerned with the education of the gifted and talented but shall not seek to interfere with or control policies of these governments or organisations. The persons representing the Company in such matters shall make no commitments that bind the Company in any way.
	(c)	The Company shall use its best endeavours to hold a National Conference every two years alternate to those years in which the World Conference on Gifted and Talented Children are held and in doing so, the Council of the Company shall determine the location and dates of the National Conference.
	(d)	The funds of the Company may be used to support programs sponsored by any organisation or institution, provided however, that in each instance, the Council, in their absolute discretion, shall have determined the specific activities and programs for which funds are to be used and the amount thereof.
	(e)	The Council may initiate parent, student and teacher focussed activities.
	(f)	Policy and action guidelines for the Council of the Company may be provided through debate at national forums.
	(g)	The Council of the Company shall use its best endeavours to publish a minimum of two Newsletters each year to inform members of the activities of Council and its Executive and to provide State or Territory reports and other articles of interest.
	(h)	The Council of the Company shall use its best endeavours to publish a minimum of two journals per year.
4.		The income and property of the Company, however derived, shall be applied solely towards the promotion of the objects of the Company as set forth in this memorandum of Association; and no portion thereof shall be paid or transferred, directly or indirectly, by way of dividend, bonus or otherwise, to the members of the Company. Provided that nothing herein contained shall prevent the payment in good faith of reimbursement of expenses of any officer, or member of the Company in connection with the performance of any duties rendered to the Company or for goods supplied in the ordinary and usual course of business.
5.		<u>LIABILITY OF MEMBERS</u> The liability of the members is limited.
6.		Every member of the Company undertakes to contribute to the property of the Company, in the event of the same being wound up while he is a member or within one year after he ceases to be a member for payment of the debts and liabilities of the Company contracted before he ceases to be a member, and of the costs, charges and expenses of winding up and for adjustment of the rights of the contributories among themselves, such amount as may be required, not exceeding one dollar (\$1.00).

7.		<p><u>NO DISTRIBUTION TO MEMBERS</u> If upon the winding-up or dissolution of the Company there remains, after satisfaction of all its debts and liabilities, any property whatsoever, the same shall not be paid to or distributed among the members of the Company, but shall be given or transferred to some other organisation or organisations having objects similar to the objects of the Company, such organisation or organisations to be determined by the members of the Company at or before the time of the dissolution and in default thereof by application to a Court of competent jurisdiction for determination.</p>
8.		<p><u>ACCOUNTS AND AUDIT</u> True accounts shall be kept of the sums of money received and expended by the Company and the matter in respect of which such receipt and expenditure takes place, and of the property, credits and liabilities of the Company and, subject to any reasonable restrictions as to the time and manner of inspecting the same that may be imposed in accordance with the Articles of Association for the time being in force, shall be open to inspection by members of the Company.</p>
9.		<p>The accounts of the Company shall be examined by a Registered Company Auditor who shall report to the members in accordance with the provisions of the Corporations Act 2001.</p>
10.		<p>The appointment, term of office, and removal of the auditor shall be made in accordance with the Corporations Act 2001.</p>

Corporations Act 2001

A Company Limited by Guarantee

ARTICLES OF ASSOCIATION

OF

AUSTRALIAN ASSOCIATION FOR THE EDUCATION OF THE GIFTED
AND TALENTED LIMITED

INTERPRETATION

1.	(a)	<u>INTERPRETATION</u> In this constitution: 'The Act' Means the <i>Corporations Act 2001</i> of the Commonwealth. 'Council' - means the governing body of the Company Words importing any gender shall include the other gender.
	(b)	Except so far as the contrary intention appears in this constitution, an expression has, in a provision of this constitution that deals with a matter dealt with by a particular provision of the Act, the same meaning as in that provision of the Act.
2.		The Company is established for the purpose set out in the Memorandum of Association
3.		<u>MEMBERSHIP</u> Membership of the Company is open to all financial members of State and Territory Associations of Australia, which are affiliated with the Company.
4.		Affiliated Associations shall pay an annual subscription to be determined by the Council of the Company. Affiliated Associations shall, in addition, provide an alphabetical list of their financial members to the Secretary of the Council at that time. This shall determine the eligibility of members to vote at General meetings.
5.		Affiliated Associations are required to provide a representative to the Council. There may be one representative per Australian State and Territory. Where there is more than one affiliated organisation within a State or Territory, the Council shall provide direction to those bodies to determine their sole State or Territory representative. Such directions may include selection by agreement, by rotation or by election.
6.		The Council shall grant life memberships from time to time. Life members are not required to be financial members of affiliated organisations, however Life membership does not convey voting rights.
7.		The entrance annual subscription payable by Affiliated Associations of the Company shall be such as the Council determines.
8.		<u>CESSATION OF MEMBERSHIP</u> Membership ceases when subscriptions are outstanding for six (6) calendar months after they become due.

9.		A member may at any time by giving notice in writing to the Secretary resign his membership of the Company but shall continue to be liable for any annual subscription due and unpaid at the date of his/her resignation and for all other moneys due by him/her to the Company and in addition for any sum not exceeding one dollar for which she/he is liable as a member of the Company under Clause 6 of the Memorandum of Association of the Company.
10.		If any member shall wilfully refuse or neglect to comply with the provisions of the Memorandum or Articles of Association of the Company or shall be guilty of any conduct which in the opinion of the Council is unbecoming of a member or prejudicial to the interest of the Company the Council shall have power by resolution to censure, suspend or expel the member from the Company - provided that at least one week before the meeting of the Council at which such a resolution is passed the member shall have had notice of such meeting and of what is alleged against him and of the intended resolution and that he shall at such meeting and before the passing of such resolution have had an opportunity of giving orally or in writing any explanation or defence he may think fit.
11.		<u>GENERAL MEETINGS</u> The annual general meeting of the Company shall be held within five months of its financial year-end. The financial year of the Company shall end on the 31 May in each year.
12.		An annual general Meeting of the Company shall be held in accordance with the provisions of the Act. All general meetings, other than the Annual General Meetings, shall be called extraordinary general meetings.
13.		Any member of the Council may whenever she/he thinks fit convene an extraordinary general meeting, and extraordinary general meetings shall be convened on such requisition as provided by the Act.
14.		Subject to the provisions of the Act relating to special resolutions (which require twenty one days notice) and agreements for shorter notice, fourteen days notice at the least (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) specifying the place, the day and the hour of meeting and in case of special business the general nature of the special business, shall be given to such persons as are entitled to receive such notices from the Company.
15.		For the purpose of Article 14 all business shall be special that is transacted at an extraordinary general meeting, and also all that is transacted at an annual general meeting, with the exception of the consideration of the accounts, balance sheets, and the report of the Company and Auditors, the election of officers and other members of the Company in the place of those retiring, and the appointment of the Auditors, if necessary.
16.		<u>PROCEEDINGS AT GENERAL MEETINGS</u> No business shall be transacted at any general meeting unless a quorum of members is present at the time when the meeting proceeds to business. A quorum shall be ten members present in person including at least one person from the majority of Affiliated Associations..

17.		The President shall preside as Chairperson at every general meeting of the Company, or if there is no President, or if she/he is not present within fifteen minutes after the time appointed for the holding of the meeting or is unwilling to act, the Vice-President shall be the Chairperson, or if the Vice-President is not present or is unwilling to act then the members present shall elect one of their number to be Chairperson of the meeting. All meetings of members and of the Council shall be conducted in accordance with the procedures established by the Executive of Council.
18.		The Chairperson may, with the consent of any meeting at which a quorum is present (and shall if so directed by the meeting), adjourn the meeting from time to time and from place to place, but no business shall be transacted at any adjourned meeting, except that to have been considered at the meeting, from which the adjournment took place. When a meeting is adjourned for thirty days or more, notice of the adjourned meeting shall be given as in the case of an original meeting. Save as aforesaid it shall not be necessary to give any notice of an adjournment or the business to be transacted at an adjourned meeting.
19.		At any general meeting a resolution put to the vote of the meeting shall be decided on a- show of hands unless a poll is (before or on the declaration of the result of the show of hands) demanded -
	(a)	By the Chairperson: or
	(b)	by at least three members present in person . Unless a poll is so demanded a declaration by the Chairperson that a resolution has on a show of hands been carried or carried unanimously, or by a particular majority, or lost and an entry to that effect in the book containing the minutes of the proceedings of the Company shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the resolution. The demand for a poll may be withdrawn.
20.		If a poll is duly demanded it shall be taken in such manner and either at once or after an interval or adjournment or otherwise as the Chairperson directs, and the result of the poll shall be the resolution of the meeting at which the poll was demanded but a poll demanded on the election of a Chairperson or on a question of adjournment shall be taken forthwith.
21.		In the case of an equality of votes, whether on a show of hands or on a poll, the Chairperson of the meeting at which the show of hands takes place or at which the poll is demanded shall be entitled to a second or casting vote.
22.		Only financial members of affiliated State and Territory Associations shall be entitled to vote at any general meeting, and each member shall have one (1) vote except as provided in article 21.
23.		At each general meeting of the Company, a complete list of members arranged in alphabetical order from each affiliated State and Territory Association shall be kept at the place of meeting during the whole time thereof and shall be open to the examination of any member who is present. This list shall determine the identity of members entitled to participate in the selection of delegates to serve on the Council of the Company.
24.		<u>THE COUNCIL</u> The Council of the Company shall meet or teleconference on at least three occasions each year at such place, date and time as the Executive of Council shall determine. A formal notice of such meeting shall not be required.
	1.	Should a Council member be unavailable, a representative, where possible, shall be nominated to attend in their place.

25.		The Council shall consist of the National President and one member from each affiliated State or Territory, each of who shall be elected by their State or Territory Association and shall therefore represent a State or Territory of the Commonwealth of Australia. Council members shall hold office for as long as they are the representatives of an Affiliated Association. Council members shall hold office for two (2) years and be ratified at biennial general meetings.
26.		The position of Journal Editor is an ex officio part of the Council.
27.		Members of Council must be members of the Company. At the biennial election of Council, all members of the Company may vote for the National President.
28.		The President of the Council shall be a current member of the Company.
28.		Three months prior to the biennial Council elections, Council shall appoint a returning officer on behalf of the Company , to conduct the election for the National President and to liaise with the State or Territory Associations to submit their nomination. Where there is more than one Affiliated Association within a State or Territory, the returning officer shall provide direction to those bodies to determine their sole State or Territory nomination. Such directions may include selection by agreement, by rotation or by election.
	(1)	The Returning Officer shall send to each member a notice calling for written nomination for National President. Nomination forms must contain signatures of nominee and nominator.
	(2)	All candidates for National President shall submit with their nomination form a position statement of no more than 100 words which shall be circulated with the ballot papers. The statements will be published in the same format so that all candidates have an equal advantage.
	(3)	Following the closing date for nominations for the position of National President, the returning officer shall decide if an election is necessary and shall conduct a postal ballot if there is more than one nomination. The nominees shall be listed alphabetically on the ballot paper.
	(4)	The results of the successful candidates for the new Council shall be announced to all members of the Company in the next available newsletter
29.		The Company may from time to time by resolution passed at a general meeting increase or reduce the number of office-bearers or other members of the Council.
30.		The Council shall have power at any time, and from time to time, to appoint any member to the Council, either to fill a casual vacancy or as an addition to the existing office-bearers or other members of the Council but so that the total number of office-bearers or other members of the Council shall not at any time exceed the number fixed in accordance with these Articles. Any office-bearers or other member of the Council so appointed shall hold office only until the following biennial election.
31.		The Company may by ordinary resolution of which special notice has been given remove any office-bearer or other member of the Council before the expiration of his/her period of office, and may by an ordinary resolution appoint another person in his/her stead; the person so appointed shall hold office only until the following biennial election.
32.		The office of a member of the Council shall become vacant if the member:-
	(a)	becomes bankrupt or makes any arrangement or composition with his creditors generally;
	(b)	becomes of unsound mind or their estate is liable to be dealt with in any way under the law relating to mental health,
	(c)	resigns his office by notice in writing to the Council;

	(d)	for more than four months is absent without permission of the Council from meetings of the Council held during that period;
	(e)	ceases to be a member of the Company; or
	(f)	is directly or indirectly interested in any contract or proposed contract with the Company and if they do not disclose their interest and absent themselves from any discussion or vote thereon.
33.		<u>THE EXECUTIVE OF COUNCIL</u> Members of the executive of Council must be current members of the Council. The number of members of the executive of Council shall be 4, and shall comprise the National President, Vice President, Secretary and Treasurer. They shall hold office for a period of 2 years and may be nominated for further periods of service. The Vice-President, Secretary and Treasurer shall be determined by the members of the Council.
34.		If the office of any member of the Executive of Council becomes vacant by reason of death, resignation, disqualification, removal or other cause, a majority of the members of the Executive of Council remaining in office, although less than a quorum, may elect a successor for the unexpired term. If every office is left vacant by reason of death or other cause so that there is no member of the Executive of Council remaining in office to elect successors then such persons as the Executive of Council shall most recently have designated by resolution as 'successor members of the Executive of Council' shall immediately and automatically be deemed the new Executive of Council and shall succeed to all the responsibilities and powers attendant thereto.
35.		Special meetings of the Executive of Council may be called by the President or three members of the Executive of Council and shall be held at such place, on such date and such time as the President or members calling the meeting may fix. Notice of the place, date and time of such meeting shall be given each member of the Executive of Council. Unless otherwise indicated in the notice thereof, any business may be transacted at a special meeting.
36.		At any meeting of the Executive of Council three (3) members of the Executive of Council shall constitute a quorum for all purposes. If a quorum shall fail to attend any meeting, the meeting shall be adjourned.
37.		Members of the Executive of Council or of Council may participate in a meeting by means of teleconferencing or similar communication by means of which all persons participating in the meeting, can hear each other, and each participation shall constitute presence in person at such meeting.
38.		All meetings of the Executive of Council shall be conducted in accordance with such procedures as the Executive of Council from time to time provide.
39.		The Executive of Council may exercise all such powers as are conferred upon the Company. Except as may be otherwise required by law, or these Articles of Association, the Executive of Council alone shall have the power to transact the business of the Company. Notwithstanding anything contained therein to the contrary, the Executive of Council shall draw up and submit a biennial budget for the approval of the biennial general meeting of the Company, may grant interim approval status to organisations, shall report regularly to the members of the Company and request comments on the progress of their work, and shall not, without the approval of the members, amend, repeal or alter any provisions of these Articles so as to adversely affect any right, power or privilege of the members or members of the Council of the Company.

40.		Members of the Executive of Council shall not receive any remuneration for their services <u>as members</u> of the Executive Committee, including without limitation, their services as members of committees of the Executive of Council. Members of the Executive of Council may, however, be reimbursed by the Company for their reasonable expenses incurred in the performance of their <u>duties</u> as members of the Executive of Council.
41.		<u>POWERS AND DUTIES OF THE COUNCIL</u> The business of the Company shall be managed by the council who may pay all expenses incurred in promoting the Company, and may exercise all such powers of the Company as are not, by the Law or by these Articles, required to be exercised by the Company in general meeting, subject, nevertheless, to any of these Articles and to the provisions of the Law, and to such regulations, being not inconsistent with the aforesaid Articles or provisions, as may be prescribed by the Company in general meeting; provided that any rule, regulation or by-law of the Company made by the Council may be disallowed by the Company in general meeting, and provided further that no resolution or regulation made by the Company in general meeting shall invalidate any prior act of the Council which would have been valid if that resolution or regulation had not been passed or made.
42.		The Council may exercise all the powers of the Company to borrow money and to mortgage or charge its property, or any part thereof, and to issue debentures and other securities whether outright or as security for any debt, liability, or obligation of the Company.
43.		All cheques, promissory notes, drafts, bills of exchange and other negotiable instruments, and all receipts for money paid to the Company shall be signed, drawn, accepted, endorsed or otherwise executed, as the case may be, by two members of the Council one of whom is either the President or Treasurer or in such other manner as the Council from time to time determines.
44.		The Council shall cause minutes to be made:-
	(a)	of all appointments of officers and servants;
	(b)	of names and members of the Council present at all meetings of the Company and of the Council; and
	(c)	of all proceedings at all meetings of the Company and of the Council. Such minutes shall be signed by the Chairperson of the meeting at which the proceedings were held or by the Chairperson of the next succeeding meeting.
45.		<u>PROCEEDINGS OF THE COUNCIL</u> The Council may meet together for the dispatch of business, adjourn and otherwise regulate its meetings as it thinks fit. A member of the Council may at any time and the Secretary shall on the requisition of a member of the Council summon a meeting of the Council. Subject to these articles, questions arising at any meeting the Council shall be decided by a majority of votes and a determination by a majority of the members of the Council shall for all purposes be deemed a determination of the Council. In case of an equality of votes the Chairperson the meeting shall have a second or casting vote.
46.		The quorum necessary for the transaction of the business of the Council shall be a majority of the total Council as provided in Articles 24 and 25 or such greater numbers as may be fixed by the Council.

47.		The continuing members of the Council may act notwithstanding any vacancy in the Council, but if and so long as their number is reduced below the number fixed by or pursuant to these Articles as the necessary quorum of the Council, the continuing member or members may act for the purpose of increasing the number of members of the Council to that number or. of summoning a general meeting of the Company, but for no other purpose.
48.		The President shall preside as Chairperson at every meeting of the Council, or if there is no President, or if at any meeting she/he is not present within fifteen minutes after the time appointed for holding the meeting, the Vice-President shall be Chairperson or if the Vice-President is not present at the meeting then the members may choose one of their number to be Chairperson of the Meeting.
49.		The Council or the Executive of Council may from time to time as is deemed appropriate, appoint such committees of the Council of the Company with such powers and duties as the Council or Executive of Council shall confer, to serve at the pleasure of Council. The Council may also appoint such other committees for such purpose or purposes as the Council may deem advisable, with such duties as the Council shall provide, to serve the pleasure of the Council. Members of such committees need not be members of the Company.
	(1)	All meetings of committees shall be conducted in accordance with such provision as the Council may from time to time provide.
50.		The Council may establish advisory committees and may appoint persons to, or remove them from, such committees. Members of advisory boards shall act in an advisory capacity only and shall conform to any rules or conditions specified at any time by the Council.
51.		All acts and proceedings of the Council or of any person acting under a power of delegation of the Council are, notwithstanding the subsequent discovery of any defect in the appointment of any member of the Council or that any person was disqualified from acting as, or incapable of being, a member of the Council, as valid as if the member had been duly appointed and was qualified to act as, or capable of being, a member, and as if the Council had been fully constituted.
52.		A resolution in writing signed by all the members of the Council for the time being entitled to receive notice of a meeting of the Council, shall be as valid and effectual as if it has been passed at a meeting of the Council duly convened and held. Any such resolution may consist of several documents in like form, each signed by one or more members of the Council.
53.		<u>SECRETARY</u> A secretary holds office on the terms and conditions that the Council determines (except that, subject to this constitution, a secretary must not be paid any remuneration) and, if not already a member of the Council, is a member of the Council.
54.		<u>SEAL</u> Every instrument to which the seal is affixed shall be signed either by two members of the Council or one member of the Council and the secretary.
55.		<u>FINANCIAL ACCOUNTS</u> The Council must provide to each annual general meeting, financial statements which correctly record and explain its transactions and financial position and performance of the Company accompanied by an auditor's report in relation to the financial year of the Company immediately preceding each annual general meeting.

56		<u>AUDIT</u> A properly qualified Auditor or Auditors shall be appointed and their duties regulated in accordance with the Act.
57.		<u>NOTICE</u> Any notice required by law or by or under this constitution to be given to any member shall be given by sending it by post or by email to the current address of the office of each Affiliated Association for distribution via mail, email or newsletter to all financial members.
58.		Notice of every general meeting shall be given in any manner herein before authorised to:-
	(a)	every Company member
	(b)	the Auditor or Auditors for the time being of the Company.
	(c)	No other person shall be entitled to receive notices of general meetings.
59.		<u>WINDING UP</u> The provisions of Clause 7 of the Memorandum of Association relating to the winding-up or dissolution of the Company shall have effect and be observed as if the same were repeated in these Articles.
60.		<u>INDEMNITY</u> Every member of the Council, auditor, secretary and other officer for the time being of the Company shall be indemnified out of the assets of the Company against any liability arising out of the execution of the duties of his/her office which is incurred by him/her in defending any proceedings, whether civil or criminal, in which judgment is given in his/her favour or in which he/she is acquitted or in connection with any application under the Law in which relief is granted to him/her by the Court in respect of any negligence default breach of duty or breach of trust.