

# **CONSTITUTION**

**of**

**STORMWATER INDUSTRY  
ASSOCIATION LTD  
ACN 093578164**

**October 2014**

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# CONSTITUTION

Of

## STORMWATER INDUSTRY ASSOCIATION LTD ACN 093578164

A Company Limited by Guarantee

### 1 NAME OF THE COMPANY

The name of the Company is STORMWATER INDUSTRY ASSOCIATION LTD, ACN 093578164 and in this constitution is called "the Company".

### 2 TYPE OF COMPANY

- 2.1 The Company is a Company Limited by Guarantee.
- 2.2 The liability of members is limited. Every member of the company undertakes to contribute to the property of the company in the event of the company being wound up while being a member or within 1 (one) year after ceasing to be a member for payment of the debts and liabilities of the company (contracted before ceasing to be a member) and of the costs, charges and expenses of winding up such amount as may be required but not exceeding \$100 (one hundred dollars).
- 2.3 The Company will act as an umbrella organisation to present policy on stormwater management in Australia to government, other industry, environmental, and related organisations to further the knowledge management and acceptance of Best Practice for the stormwater industry generally and the company's collective membership in particular.
- 2.4 The Company will apply its surpluses (if any) and other income in promoting its objects.
- 2.5 The Company is not carried on for the purpose of profit or gain to its individual members.

### 3 OBJECTS

The company shall have the following Objects:

- 3.1 Purpose and function

The Company is to function as the peak industry organisation for the Australian Stormwater sector. The Company will advocate for the best outcomes of its members, and where appropriate to collaborate with broader industry bodies to provide collective benefit and through continuing communication provide a service that allows co-ordination of the efforts of members to maximise collective benefit. The company's key role is to supplement, represent, support, and assist all organisations and persons within the industry, and provide a focus and forum for the industry both within Australia and, where appropriate, internationally as well. This includes:

- (a) Negotiate national Stormwater sector issues with government.
- (b) Promote the benefits of Stormwater management to the community.
- (c) Facilitate best practice Stormwater management

### 3.2 Major Aims and Activities of the Company

- (a) To develop an effective and cohesive peak industry body that presents strong industry policy and attracts significant resources for research and development, education, extension, promotion and marketing.
- (b) To encourage the implementation of Best Management Practice (BMP) stormwater systems through the provision of sufficient information, education and extension options.
- (c) To facilitate and conduct the development of education, research and development capacity within the Australian stormwater industry.
- (d) To develop understanding within the community of the benefits of BMP stormwater systems in terms of water quality, environmental stewardship and water security.
- (e) To foster government support for industry development through united and clear industry policies.
- (f) To maintain and strengthen the role of BMP stormwater systems within natural resource management and urban and rural development.
- (g) To have a significant role in both domestic and international policy development with the stormwater organisations of other countries, and acting for the Australian Stormwater industry on issues such as standards and guidelines and other national and international issues where it is more efficient and effective to have a single focused representative.
- (h) To provide a specific service to assist industry members in gaining grants from Government, and other funding entities. Subject to resources and funding, the Company would provide members with a fee for service capability for specific projects, deemed valuable to its members.
- (i) To provide frameworks to enable development of industry leadership, recognise and reward achievement and promote continuity.

### 3.3 The objects for which the Company is established are:

- (i) to determine and co-ordinate policy direction for the stormwater industry;
- (ii) to implement policy via its member associations and/ or organisations;
- (iii) to represent the member organisations at Australian Government level;
- (iv) to lobby the Federal Government policy advisors and committees for better environmental and technological management of stormwater;
- (v) to represent the member associations and/ or organisations on national issues with national groups, organisations, institutes, associations and any State body;
- (vi) to further nationally the interests of its member associations and/ or organisations in stormwater management, and;
- (vii) to further establish the Stormwater Industry Association in all States and Territories of Australia.

### 3.4 The Company shall act substantially in accordance with the protocols adopted by the Directors from time to time.

## 4 DEFINITIONS AND INTERPRETATION

### 4.1 In this Constitution, unless there is something in the subject or context which is inconsistent:

“SIA National” means Stormwater Industry Association Australia Ltd or Stormwater Australia, its successors and assigns, having its registered address at Suite 8/84 Church Street, Richmond, Victoria 3121

“SIA (NSW)” means Stormwater Industry Association (NSW) Inc. or Stormwater New South Wales (NSW), its successors and assigns having its registered address at Unit 15/118 Queens Road, Five Dock, NSW 2047.

“SIA QLD” means Stormwater Industry Association (QLD) Inc. or Stormwater Queensland, its successors and assigns, having its registered address at 125 Oates Avenue, Holland Park, Brisbane, Queensland,

“SIA (SA)” means Stormwater Industry Association (SA) Inc. or Stormwater South Australia (SA), its successors and assigns having its registered address at 92B Prospect Rd Prospect SA 5082.

“SIA (Vic)” means Stormwater Industry Association (SA) Inc. or Stormwater Victoria (VIC), its successors and assigns having its registered address at Unit 15/118 Queens Road, Five Dock, NSW 2047.

“SIA (WA)” means Stormwater Industry Association (WA) Inc. or Stormwater Western Australia (WA), its successors and assigns having its registered address at 622 Newcastle St, Leederville, WA 6007Australia

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“Board of Directors” the body of elected or appointed directors who jointly determine the governance and strategic direction activities of the company.

“Committee” means a committee of Directors established in accordance with clause 17.5.

“Constitution” means this Constitution as amended or supplemented from time to time.

“Company” means the Company referred to in clause 1.

“Director” means any person holding the position of a director of the Company and includes an alternate director in accordance with clause 15 of this constitution.

“Directors” mean the directors for the time being of the Company or as the context permits such number of them as have authority to act for the Company.

“Financial year” means for all purposes 1 July to 30 June.

“Law” means the Corporations Law set out in section 82 of the Corporations Act of 1989 of the Commonwealth of Australia as in force in the State or Territory in which the Company is incorporated by virtue of the Corporations Act of that State or Territory.

“Member” or “Members” means all or any member or associations that are provided membership under Clause 5.2(b) but not Sustaining Members.

“Sustaining Member” or “Sustaining Members” means a corporation as defined in Clause 5.3 hereof.

“Member Present” means in connection with a meeting of members, a member being present in person or by proxy or attorney or, in the case of an association or organisation by a Representative.

“National Advisory Committee” means up to two representatives from each member state that are formed as a advisory committee to represent state interests to the board of directors.

“National Membership” means all the individual constituent members of each Member as defined in Clause 5.1

“Nominations Committee” means a committee of Directors established by the Board of Directors to evaluate and recommend prospective Directors to the AGM.

“Office” means the registered office for the time being of the Company.

“Officer” has the same meaning as given to that term in Section 241(4) of the Law.

“Protocol” means a document setting out the principles, processes, procedures and guidelines under which the Company works with its members.

“Resolution” means the resolution passed by simple majority of those voting.

“Register” means the register of members to be kept pursuant to the Law.

“Representative” means a person authorised in accordance with Clause 7 of this constitution.

“Rules” means these rules and the schedules thereto.

“Seal” means the common seal of the Company.

“Secretary” means the person appointed as the Secretary of the Company and includes the acting secretary.

“Special Resolution” means a resolution passed by unanimous consent.

“Sub-Committee” means a committee including individuals from the National Membership established by the directors for a special purpose of national scope.

“Year” means for all purposes other than special qualifications membership, the financial year 1 July to 30 June. For the purposes of special qualifications membership, it will mean the period from one Annual General Meeting to the next.

4.2 In this Constitution, unless there is something in the subject or context which is inconsistent:

- (a) the singular includes the plural and vice versa;
- (b) each gender includes the other gender;
- (c) the word "person" means a natural person and any partnership, association, body or entity whether incorporated or not;
- (d) the words "writing" and "written" include any other mode of representing or reproducing words, figures, drawings or symbols in a visible form;
- (e) where any word or phrase is defined, any other part of speech or other grammatical form of that word or phrase has a cognate meaning;
- (f) a reference to any clause or schedule is to a clause or schedule of this Constitution;
- (g) a reference to any statute, proclamation, rule, code, regulation or ordinance includes any amendment, consolidation, modification, re-enactment or reprint of it or any statute, proclamation, rule, code, regulation or ordinance replacing it.

4.3 An expression used in a particular Part or Division of the Law that is given by that Part or Division a special meaning for the purposes of that Part or Division has, unless the contrary intention appears, in any clause that deals with a matter dealt with by that Part or Division the same meaning as in that Part or Division.

4.4 The provisions of this Constitution displace the replaceable rules contained in the Corporations Law.

4.5 Headings do not form part of or affect the construction or interpretation of this Constitution.

## **5 MEMBERSHIP**

5.1 The associations and organisations subscribing to this constitution shall be the members of the company. Membership of the Company shall consist of:

- (a) An incorporated Stormwater Association in each state and territory jurisdiction of the Commonwealth of Australia when and if formed that has a constitution and objectives consistent with the constitution and objectives of the SIA National; and
- (b) Sustaining Members.

5.2 SIA (NSW), SIA (QLD), SIA (SA), SIA (VIC) and SIA (WA), shall constitute the members of this Company and shall have the rights and privileges of membership as permitted by this Constitution.

5.3 Membership as a sustaining member shall be open to any person or organisation with a national interest by such national corporation making an application for sustaining membership in accordance with this constitution and if granted a sustaining membership, shall have the rights and privileges of membership in each member association in states where the sustaining member maintains an office or conducts business. The sustaining member can nominate in writing up to 4 persons to the member association or associations who shall exercise the sustaining member's rights and privileges and such nominees shall fully comply with and abide by the constitution of the member association or member associations. Sustaining members shall have all membership rights and the right to hold office.

5.4 The Company may invite to join as members and/or enter into collaboration arrangements with any association representing the stormwater industry provided the association's constitution and objects are consistent with the constitution and objects of the present members of the company and shall have membership rights agreed to by the Directors but not the right to vote or hold office.

## **6 FEES**

Members and Sustaining Members shall pay an annual membership fee as may be determined by the Directors from time to time.

## **7 MEMBER REPRESENTATIVES**

7.1 The members shall have the right to appoint two member representatives from its organisation to represent it at any general meeting of the members of the company and to represent the members as members of the National Advisory Committee.

7.2 The member shall have the right to recall their member representatives at any time to appoint replacement member representatives.

7.3 The member's representatives shall be nominated by each Member.

7.4 The accreditation of the member representatives shall take effect from time of receipt by the Company of written advice of such nomination in the form set out in appendix 1 to this Constitution.

## **8 REGISTER OF MEMBERS**

8.1 The Company shall keep and maintain a Register of Members in which shall be

entered the name of the member and the date of admission to membership, along with the name and address of the member representative and the date of their nomination and acceptance.

- 8.2 The Register of Members shall be available for inspection by an accredited member representative at the address of the Company.

## **9 RESIGNATIONS, TERMINATION, ADMISSION AND REJECTION OF MEMBERS**

- 9.1 A member intending to resign from the Company shall give written notice to that effect to the Company.

- 9.2 The resignation of a member shall take effect sixty (60) days after notice has been given, but may be withdrawn at any time prior to the date upon which it will take effect.

- 9.3 If a Member or Sustaining Member:

- (a) becomes insolvent or commits an act of bankruptcy; or
- (b) fails to comply with any of the provisions of these Rules; or
- (c) has membership fees in arrears for a period of three months or more; or
- (d) conducts itself in a manner considered to be injurious or prejudicial to the character or interests of the Company,

the Directors shall consider whether the membership shall be terminated.

- 9.4 Where any of the events set forth in Clause 9.3 occur, the Member or Sustaining Member concerned shall be given a full and fair opportunity of presenting its case and if the Directors resolved to terminate the membership it shall instruct the Secretary to advise the member in writing accordingly.

- 9.5 Where the Directors are required to consider the membership of a Member or Sustaining Member in accordance with Clause 9.3 hereof and having considered the matter, determines that the membership shall be terminated, then the Directors shall, after allowing the Member or Sustaining Member concerned the opportunities of Clause 9.4 hereof, convene an extraordinary general meeting of the members who shall consider whether the membership shall be terminated, and if resolving by a resolution to terminate the membership, the extraordinary general meeting shall instruct the Secretary to advise the Member or Sustaining Member accordingly.

- 9.6 At the next meeting of the Directors after the receipt of an application for membership and the fee (if any) applicable for membership, the Directors shall decide upon the admission or rejection of the applicant.

- 9.7 Save and except for applications to become a member an applicant who receives a majority of the votes of the Directors meeting at which such application is being considered shall be accepted as a sustaining member and its name shall be added to the Registrar of Members. An association making application for membership must be accepted by special resolution of the Directors.

- 9.8 Upon the acceptance or rejection of an application for membership the secretary shall forthwith give the applicant notice in writing of such acceptance or rejection.

## **10 GENERAL MEETINGS AND ANNUAL GENERAL MEETINGS**

- 10.1 Subject to the law the date, time and place of the Annual General Meeting shall be determined by the Directors and the details communicated to the members in a notice convening the meeting.

- 10.2 The business of the Annual General Meeting shall be:

- (a) to confirm the minutes of the last preceding Annual General Meeting and of any General Meeting held since that meeting;
- (b) to receive from the Directors reports on the activities of the Company during the preceding financial year;



- (c) to confirm the nominated Directors pursuant to Clause 14; and
  - (d) to receive and consider the state of Income and Expenditure for the period ended 30 June and the balance sheet as at 30 June, can be audited.
  - (e) to receive the Directors' report on financial and strategic planning for the future.
- 10.3 The Annual General Meeting may transact any special business of which notice is given in accordance with this part
- 10.4 The Annual General Meeting shall in addition to any other General Meeting that may be held in the same year.
- 10.5 Convening of a General Meeting may occur where at least two Members considers there is a need to convene a general meeting of the company. A general meeting of the Company may be convened at two or more venues using technology that gives the members a reasonable opportunity to participate in the meeting.
- 10.6 Subject to consent to shorter notice being given in accordance with the Law, at least 21 days' notice of any general meeting must be given specifying:
- (a) the place, day and hour of the meeting;
  - (b) the general nature of any business to be transacted at the meeting;
  - (c) if a special resolution is to be proposed, the details of and intention to propose it;
  - (d) if the meeting is to be held in two or more places the technology that will be used to facilitate this and
  - (e) any other information required by the Law.

The accidental omission to give notice of any general meeting to or the non-receipt of notice of a meeting by any person entitled to receive notice will not invalidate the proceedings at or any resolution passed at the meeting.

- 10.7 Subject to the provisions of Law and this Constitution the Directors may cancel a general meeting of the company
- (a) convened by the Directors; or
  - (b) which has been convened by a member or members pursuant to the Law upon receipt by the Company of a written notice withdrawing the requisition signed by that member or those members.
- 10.8 The Directors may postpone a general meeting or change the venue at which it is to be held. No business shall be transacted at any postponed meeting other than the business stated in the notice to the members relating to the original meeting.
- 10.9 Where any general meeting is cancelled or postponed or the venue for the same is changed:
- (a) the Directors must endeavour to notify in writing each person entitled to receive notice of the meeting of the cancellation, the change of venue or the postponement of the meeting by any means permitted by this Constitution and in the case of the postponement of a meeting, the new place, date and time for the meeting; and
  - (b) any failure to notify in writing any person entitled to receive notice of the meeting or failure of a person to receive a written notice shall not affect the validity of the cancellation, the change of venue or the postponement of the meeting.

## **11 PROCEEDINGS AT GENERAL MEETINGS**

- 11.1 Quorum

- (a) No business may be transacted at any general meeting unless a quorum of members is present at all times during the meeting.
- (b) At least 50% of representatives and 75% of the Directors entitled to vote constitute a quorum for all general meetings.
- (c) If within 20 minutes after the time appointed for holding a general meeting a quorum is not present:
  - (i) the meeting if convened upon the requisition of members shall be dissolved;
  - (ii) in any other case:
    - (a) it will stand adjourned to the same day in the next week at the same time and place or to such other day time and place as the Directors may by notice to the members appoint; and
    - (b) if at such adjourned meeting a quorum is not present within 20 minutes after the time appointed for the holding of the meeting the meeting shall be dissolved.

#### 11.2 Chairman

- (a) The President of SIA National and in his absence the Deputy President shall be entitled to preside as chairman at any general meeting.
- (b) Where a general meeting is held and:
  - (i) the president or vice president is unavailable to chair the meeting
  - (ii) the chairman is not present within 20 minutes after the time appointed for the holding of the meeting or if present is unwilling to act as chairman of the meeting.

the remaining Directors present may choose another Director as chairman of the meeting. If no Director is so chosen or if all the Directors present decline to take the chair the Directors may choose one of their number to be chairman of the meeting.

- (c) The rulings of the chairman of a general meeting on all matters relating to the order of business, procedure and conduct of the meeting shall be final and no motion of dissent from such rulings shall be accepted.

#### 11.3 Adjournments

- (a) If at a general meeting at which a quorum is present the Members Present with a majority of votes agree or direct the chairman to do so, the chairman must adjourn from time to time and place to place as the meeting determines, the meeting or any business, motion, question or resolution being considered or remaining to be considered by the meeting or any debate or discussion or the taking of any poll and may adjourn any business, motion, question, resolution, debate, discussion or poll either to a later time at the same meeting or to an adjourned meeting.
- (b) The adjournment of any business, motion, question, resolution, debate, discussion or poll shall not prevent the continuance of any other business remaining to be considered at the general meeting.
- (c) No business may be transacted at any adjourned general meeting other than the business left unfinished at the meeting from which the adjournment took place.
- (d) A resolution passed at a meeting resumed after an adjournment is passed only from the day it was actually passed.
- (e) It is not necessary to give any notice of an adjournment of a general meeting or of the business to be transacted at the adjourned meeting except if the meeting is adjourned for 30 days or more in which case notice of the adjourned meeting must be given as the case of an original meeting.

#### 11.4 Voting Rights

Subject to this Constitution:

- (i) at meetings of members each member representative entitled to attend and vote may attend and vote personally or by proxy or by attorney.
- (ii) no person shall be entitled to vote unless the person is a member representative or the proxy or attorney of a member representative.
- (iii) every Member representative entitled to vote has one vote on a show of hands or affirmative response if meeting held by phone;
- (iv) Each member is entitled to two (2) votes and a member representative is entitled to two votes (automatic proxy) where only one member representative is present at the meeting;
- (v) on a poll every Member representative entitled to vote has:
  - (1) one vote, unless (iv) applies then has two votes; and
  - (2) the Chairman has a casting vote

#### 11.5 Objection to Qualification to Vote

Any challenge as to the qualification of a person to vote at a general meeting or the validity of any vote tendered may only be raised at the meeting and must be determined by the chairman whose decision shall be final and conclusive and a vote allowed by the chairman shall be valid for all purposes.

#### 11.6 Voting

- (a) At any general meeting a resolution to be considered at the meeting shall be decided on a show of hands or affirmative response if meeting held by phone unless a poll is demanded by:
  - (i) the chairman of the meeting; or
  - (ii) at least 2 Member Representatives who are entitled to vote on the resolution.
- (b) Before a vote on a resolution is taken, the chairman must inform the meeting whether any proxy votes have been received and how the proxy votes are to be cast.
- (c) A declaration by the chairman of the result of a vote on a resolution by a show of hands or affirmative response if meeting held by phone and an entry to that effect contained in the minutes of the proceedings of the general meeting of the Company which has been signed by the chairman of the meeting or the next succeeding meeting 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.

#### 11.7 Circular Resolutions by Members

- (a) Subject to the Law, a resolution of members may be passed without a general meeting being held if all the members entitled to vote on the resolution sign the documents containing a statement that they are in favour of the resolution set out in the document.
- (b) A resolution effected by clause 11.7 (a) may consist of several documents in identical form each signed by one or more members.
- (c) Every such resolution shall be taken to have been passed on the day and at the time which the document was signed by the last member.
- (d) A facsimile transmission or email which is received by the Company and which purports to have been signed by a member shall for the purposes of this clause be taken to be written and signed by that member at the time of the receipt of the

facsimile transmission or email by the Company in legible form.

#### 11.8 Polls

- (a) A poll may be demanded:
  - (i) before a vote on a resolution is taken;
  - (ii) before the voting results on a show of hands or affirmative response if meeting held by phone are declared; or
  - (iii) immediately after the voting results on a show of hands or affirmative response if meeting held by phone are declared.
- (b) If a poll is demanded it must be taken in such a manner and at such a time and place as the chairman of the meeting directs.
- (c) The result of the poll shall be taken to be the resolution of the meeting at which the poll was demanded.
- (d) The demand for a poll shall not prevent the continuance of a meeting for the transaction of any business other than the question on which a poll has been demanded or that would be directly influenced by the result of the poll.
- (e) A poll demanded on the election of a chairman or any question of adjournment of the meeting must be taken immediately.
- (f) The demand for a poll may be withdrawn.

#### 11.9 Chairman's Casting Vote

In the case of an equality of votes whether on a show of hands or affirmative response if meeting held by phone or on a poll the chairman of the meeting at which the show of hands or affirmative response if meeting held by phone is taken or at which the poll is demanded is entitled to a casting vote in addition to any vote or votes to which he may be entitled to as a member.

#### 11.10 Right of Non-Members to Attend General Meeting

- (a) The chairman of a general meeting may invite any person who is not a member to attend and address a meeting.
- (b) Any director who is not a member representative shall be entitled to attend and address a general meeting.
- (c) Any Secretary who is not a member representative shall be entitled to attend and, at the request of the chairman, address a general meeting.
- (d) Any auditor of the Company shall be entitled to attend and address a general meeting.

### **12 SPECIAL RESOLUTION**

A resolution of the Company is a special resolution if it is passed by all member representatives as, being entitled under this Constitution so to do, vote in person, by affirmative response if meeting held by phone, by post, or by proxy at a General Meeting of which not less than thirty (30) days written notice specifying the intention to propose the resolution as a special resolution was given in accordance with these articles unless consent of all members be given to shortening the time for notice.

### **13 PROXIES**

#### 13.1 Right to Appoint Proxies

- (a) Any member's representative may appoint not more than one proxy.

### 13.2 Appointing a Proxy

- (a) The instrument appointing a proxy must be in writing signed by the appointer or the appointer's attorney duly authorised in writing.
- (b) The instrument of proxy is valid if it contains the information required by the Law, which at the date of this Constitution is the following information and is in the form set out in Appendix 1.
  - (i) the name and address of the member;
  - (ii) the proxy's name or the name of the office of the proxy; and
  - (iii) the meetings at which the instrument of proxy may be used.
- (c) An instrument of proxy may be expressed to be a standing appointment. An instrument of proxy for a specified meeting is only valid for that meeting and any postponement of adjournment or that meeting.
- (d) An instrument of proxy may be revoked by the appointer at any time by notice in writing to the Company.

### 13.3 Lodgement of Proxies

- (a) An instrument appointing:
  - (i) a proxy, the power of attorney or other authority (if any) under which it signed or executed or a certified copy of that power or authority; or
  - (ii) an attorney to exercise a member's voting rights at a general meeting or certified copy of that power of attorney,

must be deposited at the Office or at such other place as is specified for that purpose in the notice convening the general meeting not less than 48 hours (or such shorter period as the Directors may allow) before the time appointed for the holding of the meeting or adjourned meeting as the case may be at which the person named in the instrument proposes to vote and in default the instrument of proxy or the power of attorney will not be treated as valid.

- (b) For the purposes of this clause it will be sufficient that if any document required to be lodged by a member is received in legible form by facsimile or by email at the place at which the document is required to be delivered by the member and the document shall be regarded as received at the time the facsimile or email was received at that place.

### 13.4 Validity of Proxies

- (a) A vote exercised pursuant to an instrument of proxy, a power of attorney or any instrument of appointment is valid notwithstanding:
  - (i) the bankruptcy or liquidation of the member; and
  - (ii) the revocation of the instrument of proxy or the power of attorney or any instrument under which the instrument or the power was granted; or
- (b) if the Company has not received at its Office written notice of the, bankruptcy, liquidation, or revocation or at least 48 hours (or such shorter period as the Directors may allow) prior to the time appointed for the holding of the general meeting or adjourned meeting, as the case may be, at which the instrument of proxy or the power of attorney is exercised.
- (c) A proxy who is not entitled to vote on a resolution as a member may vote as a proxy for another member who can vote if the appointment specifies the way the proxy is to vote on the resolution and the proxy votes that way.

### 13.5 Rights of Proxies and Attorneys

- (a) The instrument appointing a proxy will be taken to confer authority to demand or join in demanding a poll.
- (b) Unless a member by the instrument of proxy directs the proxy to vote in a certain manner the proxy may vote as the proxy thinks fit on any motion or resolution. Otherwise the proxy shall follow the voting instructions contained in the instrument of proxy.
- (c) A proxy will not be revoked by the appointer attending and taking part in any general meeting but if the appointer votes on a resolution either on a show of hands or on poll the person acting as proxy for the appointer shall not be entitled to vote in that capacity in respect of the resolution.
- (d) The Chairman of a General Meeting may require any person acting as a proxy to establish to the satisfaction of the chairman that he is the person nominated as proxy in the form of proxy lodged under this Constitution. If the person is unable to establish his identity he may be excluded from voting either upon a show of hands or upon a poll.

## 14 APPOINTMENT AND REMOVAL OF DIRECTORS

### 14.1 Number of Directors and Executive Positions

- (a) The Board of Directors shall consist of no fewer than seven Directors (minimum) and no more than nine Directors (maximum) duly appointed from nominated candidates as per clause 14.3.
- (b) The Directors shall elect Board of Directors office bearers as an executive to hold the positions of:
  - (i) Chairman;
  - (ii) Deputy Chairman;
  - (iii) Treasurer;
  - (iv) Secretary;and at their discretion to create the position of "immediate past president".
- (c) A Director shall not occupy the position of the President, Vice President, Treasurer or Secretary for more than 3 consecutive terms but shall be eligible for re- election to any other office. Should after this term no suitable candidates be found to occupy an executive position the Directors may resolve to extend a term.
- (d) The Directors may appoint a Chief Executive Officer or Secretariat who will be responsible for the day to day management of the Company and whose remuneration and conditions of engagement will be determined by the Directors.

### 14.2 Director's Term

The term of office for a Director of the Company shall be from the date of nomination unless terminated by the nominating member for a period of 12 months, or until the annual general meeting, whichever is the earlier. A member of the Board may be re-nominated and shall be deemed to be re-nominated unless terminated by the nominating member.

### 14.3 Appointment of Directors

- (a) The Directors of the Company will be selected by a Nominations Committee established by the incumbent Directors. Candidates will be submitted through the nomination process and consistent with the provisions in this Clause 14.3.
- (b) The Directors may seek nominations from the National Membership or externally where considered appropriate.

- (c) The Chairman of the Board of Directors will chair the Nominations Committee except where the Chairman is due for nomination in which case the Directors will nominate a board member, who is not up for election, to chair the committee;
- (d) The Nominations Committee shall consist of five members including:
  - (i) at least one other board member in addition to the committee Chairman;
  - (ii) at least one external independent party;
  - (iii) at least one financial member from the National Advisory Committee
- (e) Nominations for Directors are to be submitted to the Nominations Committee within twenty eight days prior to the holding of the AGM or a special general meeting called for this purpose and the Nominations Committee will complete their selection process within twenty eight days of receiving the list of candidates and recommend the appointments to the AGM or special general meeting as the case may be.
- (f) The Nominations Committee will recommend the directors based on;
  - (i) the written selection criteria set by the Board of the Company and sent to all Members to assist in their nomination process.
  - (ii) the emphasis in the criteria will be on achieving the necessary balance of skills/experience/qualities necessary to successfully fulfil the Company's objectives; and
  - (iii) taking into account representations made by the National Advisory Committee.
- (g) At least one Director is to be selected from each Member jurisdiction.
- (h) Sustaining members are entitled to one Director to represent the interests of Sustaining Members.
- (i) Subject to the Law, the Chief Executive Officer or any employee of the Company may not be appointed to the position of Director.
- (j) Subject to the Law, a member may at any time appoint any person as a Director to fill a casual vacancy amongst its nominated representatives.
- (k) The Directors may act despite any vacancy in their body but if the number falls below the quorum fixed in accordance with this Constitution the Directors may act for the purpose of increasing the number of Directors to the minimum or of convening general meeting or in emergencies but for no other purpose.
- (l) The Directors may co-opt persons to participate in meetings of the Board Directors and will have the same governance duties and responsibilities as Directors but with no voting powers.

#### 14.4 Remuneration

The Board of Directors may at their discretion elect to approve payment of sitting fees, payment for minor service provision and reimbursement of expenses approved by the Board of Directors related to their duties as a Director of the Company.

#### 14.5 Vacation of Office

- (a) Any Director may retire from office on giving written notice to the Company, at the registered Office, of their intention to retire and the resignation shall take effect at the time expressed in the notice (provided the time is not earlier than the date of delivery of the written notice to the Company).
- (b) In addition to other circumstances in which the office of a Director becomes vacant, the office of a Director shall automatically be vacated where the Director:
  - (i) is prohibited from being or ceases to be or is removed as a Director pursuant to the provisions of the Law or by reason of any order made under the Law;
  - (ii) becomes an insolvent under administration or makes any composition arrangement with his creditors or any class of his creditor;
  - (iii) becomes of unsound mind or a person whose person or estate is liable to be dealt with in any way under the law relating to mental health;
  - (iv) is absent from 2 consecutive meetings of the Directors without special leave of

- absence from the Directors and the Directors as a result may declare his office to be vacant; or
- (v) dies.

#### 14.6 Protocol in respect to Vacant Board Seats

- (a) In the case of any Director standing down, and thus creating a vacancy, prior to the expiration of their normal term, their replacement will be nominated from the same jurisdiction as the same Member who originally nominated the vacating director.
- (b) A Member can relinquish the right to nominate a Director if they have no suitable candidate. In that instance the Board of the Company may seek a nomination from other sources, subject to the conditions in this clause 14 and the rules of maximum and minimum (Clause 13.1).

### 15 POWERS AND DUTIES OF DIRECTORS

#### 15.1 Powers of Directors

- (a) Subject to the Law and this Constitution, the management and control of the business and affairs of the Company shall be vested in the Directors who may exercise powers of the Company which are not by the Law or this Constitution required to be exercised by the Company in general meeting.
- (b) No resolution passed by the Company in a General Meeting shall have the effect of invalidating any prior act of the Directors which would have been valid if the resolution had not been passed.

#### 15.2 Borrowing Powers

The Directors may exercise all the powers of the Company to:

- (a) raise or borrow any sum or sums of money for the purposes of the Company; and
- (b) secure the payment or repayment of any amount payable by the Company and any other obligation or liability in such manner and on such terms and conditions as they think fit.

#### 15.3 Negotiable Instruments

All cheques, promissory notes, drafts, bills of exchange and other negotiable instruments and all receipts for money paid to the Company must be signed, drawn, accepted, endorsed or otherwise executed as the case may be by the persons and in the manner determined from time to time by the Directors.

#### 15.4 Attorneys and Agents

- (a) The Directors may from time to time by resolution, power of attorney or other instrument appoint any firm, company, corporation or person or body of persons whether nominated directly or indirectly by the Directors to be the attorney or agent of the Company for such purposes and with such powers, authorities and discretions (not exceeding those vested in or exercisable by the Directors under this Constitution) and for such period and subject to such conditions as the Directors may from time to time think fit.
- (b) Any such resolution, power of attorney or other instrument may contain provisions for the protection and convenience of persons dealing with the attorney or agent as the Directors think fit and may also authorise the attorney or agent to delegate all or any of the powers, authorities and discretions for the time being vested in the attorney agent.



## 15.5 Conferment of Powers

- (a) The Directors can appoint a Chief Executive Officer.
- (b) The Directors may from time to time confer upon any Director or the Chief Executive Officer for the time being or any other person as they may select such of the powers exercisable under this Constitution by the Directors as they may think fit for such time and to be exercised for such purposes and on such terms and conditions and with such restrictions as they think expedient.
- (c) Powers conferred under this clause may be exercised concurrently with the powers the Directors in that regard and the Directors may from time to time withdraw, revoke or vary all or any of such powers.

## 15.6 Inadvertent Omissions

If it is discovered that a formality required by this Constitution to be done has been inadvertently omitted or has not been carried out, such omission shall not invalidate any resolution, act, matter or thing which but for such omission would have been valid unless it is proved to the satisfaction of a majority of the Directors that such omission has directly and materially prejudiced any member. The decision of the Directors on any such question shall be conclusive, final and binding on all members.

## 15.7 Management

- (a) The Board of Directors as they see fit may institute into the formal management of the company any protocols, policies, procedures and processes that are believed to be in the best interests of the company, its members and the pursuit of its objects.

# 16 DIRECTORS DISCLOSURE OF INTEREST

## 16.1 Contracts with Directors

- (a) A Director may hold any other office or place of profit under the Company except that of auditor of the Company in conjunction with the office of Director and may act in a professional capacity in relation to the Company and in any such case on such terms as to remuneration and otherwise as the Directors may determine.
- (b) A Director shall not be disqualified by his office from contracting with the Company either with regard to such other office or place of profit or as vendor purchaser or otherwise, nor shall:
  - (i) any such contract or any contract or arrangement entered into by or on behalf of the Company in which any Director is in any way interested be avoided; or
  - (ii) any Director so contracting or being so interested be liable to account to the Company for any profit realised by any such contract or arrangement by reason only of the Director holding that office or of the fiduciary relationship established by the Director holding that office,

but the nature of his interest must be disclosed by him in the manner required by the Law.

## 16.2 Disclosure of Interest

- (a) A general notice given to the Directors by a Director that the Director is an officer of, a member of or otherwise interested in any specified corporation or firm stating the nature and the extent of the Director's interest in the corporation or firm shall, in relation to any matter involving the Company and that corporation or firm after the giving of the notice, be a sufficient disclosure of the Director's interest, provided that

- the extent of the interest is no greater at the time of first consideration of the relevant matter by the Directors than was stated in the notice.
- (b) Any director disclosing an interest under Clause 16.2.(a) hereof must abstain from voting:
    - (i) on whether the company enters into the contract;
    - (ii) the execution of the contract by the Company.

## 17 PROCEEDINGS OF DIRECTORS MEETINGS

### 17.1 Meetings of Directors

- (a) The Directors may meet together for the dispatch of business, adjourn and otherwise regulate their meetings and proceedings as they think fit.
- (b) A Director may at any time and the Secretary upon the request of a Director shall convene a meeting of Directors by giving notice of the meeting to all Directors except a Director who is the person convening the meeting reasonably believes is unable to participate in the meetings.
- (c) Notice of a meeting of Directors shall be in writing.
- (d) Without limiting the discretion of the Directors to regulate their meetings under this clause, a meeting of the Directors may with the consent of all Directors consist of a conference between Directors some or all of whom are in different places if each Director who participates is able:
  - (i) to hear each of the other participating Directors addressing the meeting; and
  - (ii) if he so wishes, to address each of the other participating Directors simultaneously

whether directly, by conference telephone, video conferencing facility or any other form of communications equipment or by a combination of such methods. A meeting held in this way will be taken for the purposes of this Constitution to be held at the place where the largest group of participating Directors is assembled or, if no such group is readily identifiable, at the place where the chairman of the meeting participates. If a majority of Directors consent to the meeting being held in the manner referred to in this clause they can procure that an appropriate conference facility is arranged at the expense of the Company. A Director who has consented to a meeting being held in the manner referred to in this clause may only withdraw his consent within a reasonable period before the meeting.

- (e) No Director may leave a conference held in accordance with clause 17.1 (d) by disconnecting his means of communication unless he has previously obtained the express consent of the chairman of the meeting. A Director will be conclusively presumed to have been present and to have formed part of the quorum at all times during the meeting by telephone or other means of communication unless he has previously obtained the express consent of the chairman to leave the conference.
- (f) All resolutions of the Directors passed at a meeting of Directors where a quorum is present but where notice of the meeting has not been given as required to each Director, or any act carried out pursuant to such resolution, shall, provided each Director to whom notice was not given subsequently agrees to waive the same, be as valid as if notice of the meeting had been duly given to all Directors.
- (g) Directors may institute confidentiality processes and procedures as they see fit.

### 17.2 Quorum

Unless the Directors resolve to the contrary at least six (6) directors of a board of nine (9) or five (5) directors of a board of 7 of the Directors personally present (or in conference in accordance with clause 17.1(d) form a quorum and a quorum must be present at all times during the meeting. An alternate Director, provided that he is not also a Director, shall be

counted in a quorum at a meeting at which his appointer is not present.

### 17.3 Voting

- (a) A resolution of the Directors must be passed by a 75% majority of votes of the Directors present or by proxy at the meeting. A resolution passed by a 75% majority of the votes cast by the Directors will for all purposes be taken to be a determination of the Directors.
- (b) Each Director shall have one vote. An alternate director shall be entitled to one vote when their appointer is not personally present. A Director may give his proxy to another director or another to attend a directors meeting on his behalf. Part 13 of this constitution shall apply to a proxy granted to a Director or another when voting at a Director's meeting.

### 17.4 Circular Resolutions by Directors

- (a) A resolution in writing signed by a majority of the Directors for the time being entitled to vote in relation to the resolution (not being less than a quorum) and stating that the signatories are in favour of the resolution (not being less than a quorum) will be as valid and effectual from the time it is signed by the last Director as if it had been passed at a duly convened meeting of Directors provided each Director has received reasonable notice of the resolution.
- (b) A resolution in writing may consist of several documents in like form each signed by one or more Directors.
- (c) Every such resolution shall be deemed to have been passed on the day and at the time at which the document was last signed by a Director. An alternate Director may sign such a document in the place of an alternate Director's appointer.
- (d) A facsimile or email transmission which is received by the Company and which purports to have been signed by a Director or an alternate Director shall for the purposes of this clause be taken to be in writing and signed by that Director or alternate Director at the time of the receipt of the facsimile or email transmission or by the Company in legible form.

### 17.5 Committee of Directors

- (a) The Board of Directors may form and delegate any of their powers to a Committee consisting of such Directors as they think fit and may from time to time revoke such delegation.
- (b) A Committee must in exercise of the powers delegated to it conform to any directions and restrictions that may be imposed on it by the Directors. A power so exercised shall be taken to be exercised by the Directors.
- (c) The meetings and proceedings of any Committee consisting of more than one person will be governed by the provisions for regulating the meetings and proceedings of the Directors contained in this Constitution.
- (d) A minute of all the proceedings and decisions of every Committee shall be made, entered and signed in the same manner in all respects as minutes of proceedings of the Directors are required by the Law and this Constitution to be made entered and signed.
- (e) Where a Committee consists of only one Director, a document signed by that Director recording his decision as the Committee shall be valid and effective as if it were a decision made at a meeting of that Committee and that document shall constitute minute of that decision.

### 17.6 Sub Committees

- (a) The Directors may form Sub Committees consisting of special interest groups within the

National Membership where the interest are of a national nature and consistent with the objects of the company.

- (b) The directors may implement processes and procedures as they see fit for the proper governance of any sub committees.

#### 17.7 Validation of Acts of Directors

- (a) at any meeting of the Directors;
- (b) by a Committee;
- (c) by any person citing as a Director; or
- (d) by any person purporting to act as an attorney of the Company under a power of attorney or executed by the Company,

shall, even if it is discovered afterwards that there was a defect in the appointment or continuance in office of any such Director, person or attorney or that they or any of them were disqualified or were not entitled to vote, be as valid as if every such person had been duly appointed or had continued in office and was duly qualified to be a Director or attorney and had been entitled to vote, if ratified by Directors subsequently.

#### 17.8 Minutes

- (a) The Directors must cause minutes to be kept in accordance with the Law for the purposes of recording:
  - (i) the names of the Directors present at each meeting of the Directors and of Directors present at each meeting of any Committee;
  - (ii) all orders, resolutions and proceedings of general meetings and of meetings of Directors and of Committees and Sub Committees;
  - (iii) such matters as are required by the Law to be recorded in the record books of the Company including without limitation all declarations made or notices given by any Director of his interest in any contract or proposed contract or the holding of any office or property whereby any conflict of duty or interest may arise.
- (b) Such minutes shall be ratified by the chairman of the meeting, or the chairman of the next succeeding meeting and minutes which purport to be ratified accordingly shall be received in evidence without any further proof as sufficient evidence that the matters and things recorded by such minutes actually took place or happened as recorded and of the regularity of such matters and things and that the same took place at a meeting duly convened and held. Only one copy of minutes are to be kept as an official record and caused to be stored for future reference by the Secretary all other copies should be destroyed. These minutes are confidential to the company and are subject to the confidentiality requirements determined by the directors.

### 18 SECRETARIAT

#### 18.1 Appointment and Tenure

- (a) One or more Secretariats shall, in accordance with the Law, be appointed by the Directors on terms and conditions (including remuneration) as they think fit.
- (b) Any Secretariat so appointed may be removed by the Directors.

### 19 EXECUTION OF DOCUMENTS

#### 19.1 Execution of Documents

Without limiting the manner in which the Company may execute any contract, including as permitted under section 126 of the Law, the Company does not need to affix the common seal of the Company to execute any agreement, deed or other document in the presence of:

- (a) One Director and the Secretary signing the same.
- (b) The Directors may delegate to another officer of the Company a limited ability to enter into contracts, agreements and such arrangements on behalf of the Company.
- (c) Any agreement, deed or other document executed must be authorised by at least two directors.

## **20 FINANCE**

- 20.1 The funds of the Company shall be banked in the name of the Company in such bank as the Directors may from time to time direct.
- 20.2 The income and property of the Company whence soever derived shall be used and applied solely in promotion of its objects and in the exercise of its powers.
- 20.3 Proper books and accounts shall be kept and maintained either in written or printed form in the English language showing correctly the financial affairs of the Company and the particulars usually shown in books of a like nature.
- 20.4 All moneys shall be banked as soon as practicable after receipt thereof.
- 20.5 All financial transactions must be authorised by two persons nominated by the directors one of which must be a Director preferably the Treasurer or an Executive Office Holder of the Company.

## **21 Removal of Directors**

A Director of the Company can be removed provided that 80% of Members, as well as a 75% majority of the Board of Directors of the Company support the removal.

## **22 AUDITING OF ACCOUNTS AND INSPECTION OF RECORDS**

- 22.1 The Directors shall appoint a suitably qualified independent person or firm as auditor. Once at least in each financial year the auditor shall examine the accounts of the Company and report as to the correctness of these accounts, for presentation at the Annual General Meeting in each year in accordance with the law.
- 22.2 The Directors shall cause proper financial records to be kept and distribute copies of financial reports and a Treasurer's report in the circumstances required by the Law and also from time to time determine whether and to what extent and at what times and places and under what conditions or regulations the accounting and other records the Company or any of them will be open to the inspection of members not being Directors. No member (not being a Director) has any right of inspection of any account or book or paper of the Company except as conferred by law or authorised by the Directors.
- 22.3 No member (not being a Director) shall be entitled to require or receive any information concerning the business, trading or customers of the Company or any trade secret, secret process or other confidential information of or used by the Company.

## 23 SEAL

- 23.1 The company is not required to use a company seal to execute documents or any other instrument where a seal may be used.

## 24 WINDING UP

- 24.1 If, upon the winding up or dissolution of the Company, there remains, after satisfaction of all its debts and liabilities, any property whatsoever, that property shall not be paid to or distributed among the members, but shall be given or transferred to another corporation, as defined in the Corporations Law or association, the objects of which, as stated in its constitution, are restricted to one or more of the objects specified in paragraph 383(1)(a) of the Corporations Law and to objects incidental or conducive to those so specified and which by its constitution is required to apply its profits (if any) or other income in promoting its objects, and is prohibited from paying any dividend to its members, that corporation to be selected by the members of the Company at, or before, the time of the dissolution and in default of that selection by application to the Supreme Court of Australian Capital Territory for determination.
- 24.2 If the company is wound up and endorsement as a deductible gift recipient is revoked (whichever occurs first), any surplus of the following assets shall be transferred to another organisation to which income tax deductible gifts can be made:
- (a) Gifts of money or property for the principal purpose of the organisation.
  - (b) Contributions made in relation to an eligible fundraising event held for the principal purpose of the organisation, and
  - (c) Money received by the organisation because of such gifts and contributions.

## 25 INDEMNITY

- 25.1 To the extent permitted by law every Officer (and former Officer) of the Company shall be indemnified out of the funds of the Company against all costs, expenses and liabilities incurred as such an Officer or employee (or former Officer or employee). However, no such Officer (or former Officer) shall be indemnified out of the funds of the Company under this clause:
- (a) If it is in respect of a liability to another person (other than the Company or a related body corporate to the Company) where the liability to the other person arises out of conduct involving a lack of good faith; or
  - (b) unless it is in respect of a liability for costs and expenses incurred:
    - (i) in defending proceedings, whether civil or criminal, in which judgment is given in favour of the Officer (or former Officer) or in which the Officer (or former Officer) is acquitted; or
    - (ii) in connection with an application, in relation to such proceedings, in which the court grants relief to the Officer (or former Officer) under the Law.
- 25.2 To the extent permitted by law the Company shall enter into and/ or pay a premium in respect of a policy of insurance insuring an Office (or former Officer) of the Company against any liability incurred by such person in that capacity (whether in respect of acts or omissions prior to or after the date of the issue of the policy or both) except for:
- (a) a liability arising out of conduct involving a wilful breach of duty in relation to the Company; or

- (b) a contravention of sections 232(5) or (6) of the Law.

The Directors shall have the discretion to approve the terms and conditions of any such policy of insurance.

- (a) Where an Officer (or former Officer) has the benefit of an indemnity pursuant to an insurance policy in respect of his actions or omissions then the Company shall not be required to indemnify the Officer under clause 25.1 except to the extent that the indemnity affected by the insurance policy does not fully cover the persons liability.
- (b) The indemnity granted by the Company contained in clause 25.1 shall continue in full force and effect notwithstanding the deletion or modification of that clause, in respect of acts and omissions occurring prior to the date of the deletion or modification.

## **26 ALTERATION OF CONSTITUTION**

26.1 In this part:-

"quorum" shall mean all Members Representatives attending in person, by telephone or by proxy.

- 26.2 The members may by special resolution alter, amend or add to this Constitution provided always that no alterations shall amend the objects of the Company or the distribution of assets on winding up.
- 26.3 A special resolution in the terms of Clause 12 hereof shall be of no effect unless or until:
  - (a) the resolution to alter, amend or add to this Constitution has been recommended by the Directors;
  - (b) the resolution to alter, amend or add to this Constitution is passed as a special resolution;
  - (c) the Secretary lodges notice of the special resolution in accordance with the Law.

Where there is disagreement over the interpretation of this Constitution, the decision of the Board of the Directors will be the correct meaning or procedure and will be final.

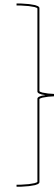
The Association whose full name and address is set out below, and who is a member of the company and whose authorised representative has duly executed this copy or a counterpart thereof agree to be bound by the Constitution for the Company as set out above.

Stormwater Industry Association (NSW) Inc. or Stormwater New South Wales (NSW), of Unit 15/118 Queens Road, Five Dock, NSW 2047.



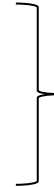
Signed by	Signed by
Print Name	Print Name
Position held	Position held

Stormwater Industry Association (QLD) Inc. or Stormwater Queensland, of 125 Oates Avenue, Holland Park, Brisbane, Queensland,



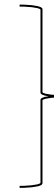
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Print Name	Print Name
Position held	Position held

Stormwater Industry Association (SA) Inc. or Stormwater Victoria (VIC), of Unit 15/118 Queens Road, Five Dock, NSW 2047.



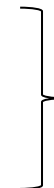
Signed by	Signed by
Print Name	Print Name
Position held	Position held

Stormwater Industry Association (SA) Inc. or Stormwater South Australia (SA), of 92B Prospect Rd Prospect SA 5082.



Signed by	Signed by
Print Name	Print Name
Position held	Position held

Stormwater Industry Association (WA) Inc. or Stormwater Western Australia (WA), of 622 Newcastle St, Leederville, WA 6007Australia



Signed by	Signed by
Print Name	Print Name
Position held	Position held