

# CORPORATIONS LAW

## COMPANY LIMITED BY GUARANTEE

### CONSTITUTION

#### OF

## ROADMARKING INDUSTRY ASSOCIATION OF AUSTRALIA LIMITED

1. The Name of the Company is Roadmarking Industry Association of Australia Limited.
2. The registered office of the Company will be situated as at such address as the Directors may from time to time determine.
3. The objects for which the Company is established are:-
  - (i) to take over the property effects and liabilities of Roadmarking Industry Association of Australia Inc.;
  - (ii) to promote and encourage the pavement delineation industry and the furtherance of technical skills and the improvement of knowledge of pavement delineation;
  - (iii) to publish and circulate periodicals, circulars, papers, magazines, books and bulletins, both in hard and electronic form on the subject of pavement delineation and other subjects of interest to members and to arrange conferences, seminars and other meetings for similar purposes;
  - (iv) to promote and hold either alone or jointly with other company, corporation, association, club or person conferences classes, meetings, conventions, exhibitions, trials and gatherings in respect to pavement delineation and to accept or offer or give or contribute towards the provision of trophies or certificates in respect thereof and to promote, give or assist in giving dinners, lectures, displays and entertainments;
  - (v) to represent the pavement delineation industry in respect to any matter or thing which may affect its members, both now and in the future in negotiations with and representations to:-

(a) the Government of the Commonwealth of Australia, the Government of any State or Territory and/or any Local or Municipal Councillor any department or corporation thereof;

(b) any commission, corporation, board or other entity whether legally constituted or otherwise involved in any way in the pavement delineation industry;

(c) any Chamber of Commerce or other business organisation which may have an interest in or otherwise be concerned with the pavement delineation industry.

(vi) to establish, promote or assist in establishing or promoting and to amalgamate or affiliate with, liaise with or become a member of or subscribe to any other company, association, club or body whose objects are similar in wholly or in part to the objects of this Company or the establishment, promotion or assistance of which may be beneficial to this Company;

(vii) to provide for members library and other educational amenities;

(viii) to enter into any arrangement with any Government, semi-Government or Local Authority or Association or any company or person which may seem to be conducive to the objects of the Company and to acquire or obtain from any such Government, semi-Government, Local, Authority, Association, company or person, any right, privilege or concession;

(ix) to establish standards for the scientific, technical and professional knowledge, materials and work practices of persons engaged in or intending to be engaged in the pavement delineation industry and to provide facilities associated with those standards;

(x) to raise the standard of pavement delineation and the scientific, technical and professional knowledge of members and to provide facilities associated therewith;

(xi) to assist members in the contractual or other legal relationships with Government semi-Government, Local Government or any association, company or person in relation to their pavement delineation activities and where applicable any contract with any sub-contractor or employee of a member in respect to those activities; ' . ...

(xii) to assist members in the implementation of suitably recognised quality management systems to ensure products and services meet the needs and expectation of members and members' customers;

(xiii) to assist members to comply with all relevant safety, health and environment standards and regulations relating to manufacture, transportation, application and installation of goods and services in the pavement delineation industry;

(xiv) to provide a forum for active and constructive dialogue with road authorities, regulatory bodies and any other interested parties to maximise effectiveness of written specifications, standards and procedures;

(xv) to assist members by providing appropriate training to members to ensure quality management practices and safe traffic control procedures are adhered to;

(xvi) to assist members to meet market and customer needs;

(xvii) to establish a Code of Ethics for members in relation to their activities in the pavement delineation industry and to each other;

(xviii) to establish Chapters of the Company in each State and Territory of the Commonwealth of Australia in which Members, Affiliate Members, Associate Members or nominated representatives of Corporate Members are resident from time to time.

4. In furtherance of its objects the Company shall have the same powers as a natural person.

5. The members of the Company shall have the power to elect Office Bearers and Directors and vote for or against special and other resolutions by postal ballot.

6. The income and property of the Company wherever derived shall be applied solely towards the promotion of the objects of the Company as set forth in this Constitution and no portion thereof shall be paid or transferred directly or indirectly by way of dividend bonus or otherwise by way of profit to the members of the Company provided that nothing herein shall prevent the payment in good faith of remuneration to any officer or servant of the Company or to any member of the Company or other persons in return for services actually rendered to the Company nor prevent the payment of interest at commercial rates on money borrowed by the Company from any member or reasonable and proper rent for premises demised or let by any member of the Company but so that no Director shall be appointed to any salaried office of the Company or any office of the Company paid by fees and that no remuneration or other benefit in money or money's worth shall be given by the Company to any Director except repayment of out-of-pocket expenses and interest at the rate aforesaid on money lent or reasonable and proper rent for premises demised or let by the Company provided further that nothing herein shall exclude any member of the Company from the benefit of any grant made in furtherance of any of the objects of the Company or prevent the gratuitous distribution among or the sale at a discount to members of the Company of any books pamphlets or other publications whether published by the Company or otherwise relating to all or any of the objects as above set forth

or prevent any member of the Company who may be a successful competitor in any competition held or promoted by the Company from receiving any prize medal reward or other recognition which under the regulations affecting such competition may be awarded to him notwithstanding the same may be provided for in whole or in part out of the funds of the Company provided further that nothing herein shall prevent the Company from contracting in the ordinary course of business with any of its members.

7. Every member of the Company agrees to contribute to the assets of the Company in the event of its being wound up while he is a member or within one year afterwards for payment of the debts and liabilities of the Company contracted before he ceases to be a member and the costs, charges and expenses of winding up such amount as may be required not exceeding ten dollars (\$10.00).

8. If upon the winding up or dissolution of the Company there remains after the satisfaction of all its debts and liabilities any property whatsoever the same shall not be paid to or distributed among the members of the Company but shall be given or transferred to some other institution or institutions having objects altogether or in part similar to the objects of the Company and which shall prohibit the distribution of its or their income and property among its or their members to an extent at least as great as is imposed by the Company under or by virtue of Clause 6 of this Constitution.

9. True accounts shall be kept of all moneys received and expended by the Company and all matters in respect of which such receipts and expenditure take 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 regulations of the Company for the time being shall be open to the inspection of the members. Once at least in every year the accounts of the Company shall be examined and the correctness of the balance sheet ascertained by one or more properly qualified auditor or auditors.

10. The liability of members is limited.

We, the persons whose names and addresses are subscribed, are desirous of being formed into a Company in pursuance of this Constitution.

Names and Addresses of Subscribers	Witness to Signatures
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Corporations Law

Company Limited by Guarantee

**REPLACEABLE RULES**  
**OF**  
**ROADMARKING INDUSTRY ASSOCIATION OF AUSTRALIA**  
**LIMITED**

1. Unless there is something in the subject or context inconsistent therewith:-

"**ASSOCIATION**" means the Company;

"**CODE OF ETHICS**" means the Code of Ethics, if any, adopted by the Directors of the Company from time to time;

"**COMPANY**" means the above Company;

"**THE CORPORATIONS LAW**" means the Corporations Law;

"**SECRETARY**" means any person appointed to perform the duties of a Secretary of the Company;

"**REPLACEABLE RULES**" shall mean these Replaceable Rules and all supplementary or amending Replaceable Rules for the time being in force;

"**THE OFFICE**" means the registered office for the time being of the Company;

"**MEMBER**" means a Company or individual which or who is a contractor or supplier to the Roadmarking Industry and which or who is admitted as a Member of the Association;

"**AFFILIATE MEMBER**" means a person who would normally qualify as a Member but who represents a company or an associated company or partnership or other entity or legal relationship which is already represented by a Member and who is a person admitted as an Affiliate Member of the Association;

"**ASSOCIATE MEMBER**" means a person who does not qualify as a Member or an Affiliate Member but who has an interest in the industry, especially those persons employed by Local Government or State Road Authorities and who is a person admitted as an Associate Member of the Association;

"**THE REGISTER**" means the register of members;

"**SEAL**" means the common seal of the Company;

Words or expressions contained in these Replaceable Rules shall be interpreted in accordance with the provisions of the Corporations Law in force at the date at which these Replaceable Rules become binding on the Company.

In every case where in these Replaceable Rules general expressions are used in connection with powers discretions or things such general expressions shall not be limited to or controlled by the particular powers discretions or things with which the same are connected. And words and expressions denoting authority or permission shall be construed as words or expressions of authority merely and shall not be construed as words or expressions denoting directions or compulsory trusts. Subject as aforesaid any words defined in the Corporations Law shall if not inconsistent with the subject or the context bear the same meaning in these presents.

## **MEMBERSHIP**

2. The Association will be registered as having a membership of 500 and the Directors may whenever they think fit register an increase or reduction of members.
3. The persons signing the Constitution and such other persons as may from time to time be elected as members in accordance with these Replaceable Rules shall be members of the Association and their names shall be entered in the Register as members accordingly.
4. Such persons as may from time to time be elected in accordance with these Replaceable Rules shall be Members, Associate Members or Affiliate Members as the case may be and their names shall be entered in the Register of Members under the appropriate heading accordingly.
5. Any person desiring to become a Member, an Associate Member or an Affiliate Member shall make application to the Association for the appropriate membership in the form or forms prescribed from time to time by the Directors.
6. Members whilstever they remain Members shall be entitled to all benefits of being a Member of the Association including the right to vote at annual and extraordinary general meetings of the Association.
7. Associate Members and Affiliate Members whilstever they remain Associate Members or Affiliate Members shall be entitled to all benefits of being members of the Association except for the right to vote at annual and extraordinary general meetings of the Association.

## **CERTIFICATE OF MEMBERSHIP**

8. Every member on admission shall be given annually an appropriate certificate of membership reflecting the class of membership to which the member has been elected issued under the seal of the Association and signed on behalf of the Association by the President and the Secretary.

9. There shall be kept at the office of the Association under the control of the Directors a Register of Members wherein shall be entered the name of each Member, Associate Members and Affiliate Member and its/his/her address so far as written or electronic notification thereof shall have been received by the Association and such other particulars as the Directors may from time to time decide.

10. Each Member, Associate Member and Affiliate Member shall from time to time give the Secretary an address or addresses to which notices may be sent and a notice posted, faxed or emailed to the Member, Associate Member and Affiliate Member at such address shall be deemed to be duly served on it/him/her.

11. Any Member, Associate Member or Affiliate Member of the Association who has failed to pay his annual subscription within six months after the same has become due shall forthwith and without necessity of any notice cease to be a Member, Associate Member or Affiliate Member of the Association at the discretion of the Directors \ provided however it/he/she may be restored to the privileges of membership upon payment of the whole or such portion of the arrears of subscription as may be decided at the discretion of the Directors.

12. The Directors may by a majority vote of the Directors consisting of more than half the full number of the Directors as at the time of the resolution at a date which it fixes terminate or provisionally terminate the membership of any Member, Associate Member or Affiliate Member of the Association and remove the name of the Member, Associate Member or Affiliate Member from the Register:

(a) if such Member, Associate Member or Affiliate Member is in arrears for one year with any monies due to the Association;

(b) if in the opinion of the Directors expressed by the vote of the Directors it/he/she has committed or is committing a breach of any of the provisions of these Replaceable Rules or the Corporations Law or the Code of Ethics or such other requirements as are fixed by the Association from time to time or has acted or is acting in any manner prejudicial to the interest of the roadmarking profession or the Association.

**PROVIDED** that before so voting as aforesaid under subclause (b) of this clause the Directors shall give notice to the Member, Associate Member or Affiliate Member of the charge and give it/him/she fourteen days from such notice to reply in writing to the Secretary. In any case the decision by vote of the Directors shall be final and conclusive.

13. All Members, Associate Members or Affiliate Members shall be entitled to all such information and advice and the rules and publications of the Association as the Association or any of its officers may be able to supply at such cost as the Directors shall from time to time determine.

14. On the death, resignation, bankruptcy, winding up or expulsion of a Member, Associate Member or Affiliate Member if it/he/she shall cease to be a Member, Associate Member or Affiliate Member of the Association. .

## NOMINEE OF CORPORATE MEMBER

15. Each corporate Member shall be entitled by notice in writing to the Company to appoint one natural person to represent the corporate Member and shall also be entitled from time to time by notice in writing to the Company to remove such person and to appoint another natural person in his or her place. Such natural person, whilst nominated by a corporate Member, shall notwithstanding any Replaceable Rule to the contrary be entitled to be elected and remain as a Director provided that the corporate Member remains a Member. No such natural person shall be nominated by or represent more than one corporate Member.

## SUBSCRIPTION

16. The Directors shall, from time to time determine a joining fee for Members, Associate Members and Affiliate Members and determine an annual subscription for Members, Associated Members and Affiliate Members to commence on the 1st of July in any year and in the event that the Directors do not make a decision prior to the 1st of July in any year, the joining fee and annual subscription shall be the joining fee and annual subscription operating for the previous year.

17. Every person when making application for membership shall pay the full contribution for the current year **PROVIDED HOWEVER** that the Directors may in their discretion give credit towards the annual subscription for the next year of any member who joins after 30 September in any year.

## GENERAL MEETINGS

18. The Company may hold its first annual general meeting at any time within 18 months after its incorporation and all other annual general meetings, in addition to any other meetings, shall be held at least once in every calendar year at such time and place as may be determined by the Directors, provided always in relation to the financial year of the Company, that all such annual general meetings, including the first annual general meeting, are held in compliance with the times as set out in Section 250N of the Corporations Law. Notwithstanding, the Company may in accordance with the Corporations Law apply for an extended period in which to hold an annual general meeting and subject to permission being granted by the Australian Securities Commission such Annual General Meeting may be held within such extended period. Any other meeting shall be called a general meeting.

19. Any Director may whenever he thinks fit convene a general meeting. A general meeting shall be convened on such requisition or may be convened by such requisitionists as provided by the Corporations Law.

20. Subject to the provisions of the Corporations Law relating to resolutions and agreements for shorter notice, 14 days notice at the least (exclusive of the day on which the notice is served or deemed to be served, but inclusive 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 that business shall be given to such persons as are entitled to receive such notices from the Company.



21. A meeting shall notwithstanding that it is called by notice shorter than is required be deemed to be duly called if it is so agreed:-

(a) in the case of a meeting called as the annual general meeting by all the members entitled to attend and vote thereat; or

(b) in the case of any other meeting by a majority in number of the members having a right to attend and vote thereat.

22. All business shall be special that is transacted at a 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 Directors and Auditors, the election of Directors in the place of those retiring, and the appointment and fixing of the remuneration of the Auditors.

23. The accidental omission to give notice of a meeting, or the non-receipt of notice of a meeting by any person entitled to such notice shall not invalidate the meeting or the proceedings thereat.

### **PROCEEDINGS AT GENERAL MEETINGS**

24. No business shall be transacted at any general meeting unless a quorum of Members 1 is present at the time when the meeting proceeds to business. Save as herein otherwise provided, twenty per cent (20%) in number of the Members of the Company at the time of the meeting being present in person or by proxy or by a nominated representative of a corporate Member shall be a quorum.

25. If within half an hour from the time appointed for the meeting a quorum is not present the meeting, if convened upon the requisition of members, shall be dissolved; in any other case it shall stand adjourned to the same day in the next week at the same time and place, or to such other day and at such other time and place as the Directors may determine, and if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting, the Members present shall be a quorum.

26. The President, if any, shall preside as Chairman at every general meeting of the Company, or if there is no such Chairman, or if he is not present within 15 minutes after the time appointed for the holding of the meeting or is unwilling to act, the Members present shall elect one of their numbers to be Chairman of the meeting.

27. The Chairman 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 other than the business left unfinished at the meeting from which the adjournment took place. When a meeting is adjourned for 30 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 of the business to be transacted at an adjourned meeting.

28. At any general meeting a resolution put to the vote of the meeting shall be decided on a show of hands and the postal votes for or against the resolution unless a poll is (before or on the declaration of the result of the show of hands) demanded:-

(a) by the Chairman; or

(b) by any Member present in person or by proxy or by a nominee of a corporate Member and entitled to vote.

Unless a poll is so demanded a declaration by the Chairman that a resolution has on a show of hands and postal votes 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. The Directors may make provision from time to time for the identification of Members and nominees of Corporate Members as persons entitled to vote in person by proxy or by postal vote at general meetings.

29. If a poll is duly demanded it shall be taken in such manner and either at once or after an interval or adjournment or otherwise as the Chairman directs, 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 Chairman or on a question of adjournment shall be taken forthwith.

30. In the case of an equality of votes, whether on a show of hands including postal votes or on a poll including postal votes, the Chairman of the meeting at which the show of hands including postal votes takes place or at which the poll is demanded shall be entitled to a second or casting vote.

31. Subject to any rights or restrictions for the time being attached to any class or classes of shares, at meetings of members or classes of members each Member entitled to vote may vote in person or by proxy or by attorney or as a nominated representative of a corporate Member and on a show of hands every person present or voting by postal vote who is a Member or a nominated representative of a Member shall have one vote, and on a poll every member present in person or by proxy or by attorney or by a nominated representative of a corporate Member or voting by postal vote shall have one vote.

32. A Member who is of unsound mind or whose person or estate is liable to be dealt with in any way under the law relating to mental health may vote, whether on a show or hands or on a poll, by his committee or by his trustee or by such other person as properly has the management of his estate, and any such committee trustee or other person may vote by proxy or by attorney.

33. No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is given or tendered, and every vote not disallowed at such meeting shall be valid for all purposes. Any such objection made in due time shall be referred to the Chairman of the meeting whose decision shall be final and conclusive.

34. A Member of the Company may appoint a person as his proxy to attend and vote instead of such Member. A nominee of a corporate Member shall be deemed to be the proxy of that corporate Member.

35. The instrument appointing a proxy shall be in writing (in the common or usual form) under the hand of the appointer or of his attorney duly authorised in writing or, subject to the previous Replaceable Rule, if the appointer is a corporation, either under seal or under the hand of an officer or attorney duly authorised: A proxy may but need not be a member of the Company. The instrument appointing a proxy shall be deemed to confer authority to demand or join in demanding a poll.

An instrument appointing a proxy may be in the following form or any other form which the Directors shall approve:-

I \_\_\_\_\_ of \_\_\_\_\_  
being a member of \_\_\_\_\_  
hereby appoint \_\_\_\_\_ of as my proxy to vote for me and on my behalf at the  
annual or general meeting (as the case may be) of the Company to be held on the  
day of \_\_\_\_\_ and at any adjournment thereof.

Signed this \_\_\_\_\_ day of \_\_\_\_\_ month \_\_\_\_\_ year.

A member or a nominee of a corporate Member may in respect to any special resolution appoint the Chairman of the general meeting as his or her proxy and specify to the Chairman that the Chairman shall vote in favour of or against the special resolution. In exercising his or her vote pursuant to the proxy the Chairman shall be bound to vote in accordance with the direction contained in the proxy.

36. The instrument appointing a proxy may appoint several persons in the alternative and shall be deemed to confer authority to demand or join in demanding a poll.

37. The instrument appointing a proxy and the power of attorney or other authority, if any, under which it is signed or a notarially certified copy of that power or authority shall be deposited at the registered office of the Company or at such other place and before such time as is specified for those purposes in the notice convening the meeting or any adjourned meeting at which the person named in the instrument proposes to vote and in default the instrument of proxy shall not be treated as valid unless the Chairman of such meeting with the consent of a majority of the members present in person or by proxy attorney or nominated representative at such meeting shall otherwise direct.

38. The Directors shall determine from time to time the manner in which Members may elect Office Bearers and Directors and vote for or against any special or other resolution of the Members of the Company and shall advise the Members accordingly.

39. A vote given in accordance with the terms of an instrument of proxy or attorney or postal vote shall be valid notwithstanding the previous death or unsoundness of mind of the principal or revocation of the instrument or of the authority under which the instrument was executed, or the transfer of the share in respect of which the instrument is given, if no intimation in writing of such death, unsoundness of mind, revocation, or transfer as aforesaid has been received by the Company at the registered office before the commencement of the meeting or adjourned meeting at which the instrument is used.

## DIRECTORS

40. A Director shall be required to be a Member or the nominated representative of a corporate Member as a qualification for his Directorship.

41. Unless otherwise determined by resolution of the Company the number of Directors shall not be less than five (5) nor more than ten (10). One of the Directors shall be elected by the Members of the Company as President. The President shall hold office as President until required to resign as a Director as detailed in Rule 42 but shall be entitled to stand for re-election.

42. Directors shall hold office from the date of the Annual General Meeting at which they are elected until the Annual General Meeting two years thereafter, at which time they shall resign and be entitled to stand for re-election. (A Director may otherwise resign and nominate for the position of Director and President when that office becomes vacant pursuant to Replaceable Rule 41). The Directors shall otherwise hold office until they shall be removed by resolution of the Company passed in general meeting or until their office shall ipso facto become vacant pursuant to these Replaceable Rules or pursuant to the Corporations Law.

43. Nominations for Directors and President:-

(a) shall be made in writing, be signed by two Members, be accompanied by the endorsed consent of the candidate; and

(b) shall be delivered to the Company not less than twenty-one (21) days before the date fixed for the holding of the General Meeting at which the election is to take place.

Each position of Director shall be voted for first. The President shall be the Director who nominates to be the President and who receives the most number of votes, including postal votes, for that position at the Annual General Meeting.

44. Subject to the Corporations Law the Company may from time to time by resolution passed at a general meeting increase or reduce the number of Directors.

45. The Directors shall have power at any time, and from time to time, to appoint any person to be the President or Director, either to fill a casual vacancy in the office of President or as an addition to the existing Directors, but so that the total number of Directors shall not at any time exceed the number fixed in accordance with these Replaceable Rules.

46. The Company may by resolution remove any Director and may by resolution appoint another person in his stead.

47. No Director shall receive any remuneration for his services except that a Director may, with the approval of the Directors, receive reimbursement for moneys expended on behalf of the Association.

48. No Director shall be disqualified by his office from contracting with or holding any other office under the Company, nor shall any such contract or any contract entered into by or on behalf of the Company in which any director shall be in any way interested be avoided, nor shall any Director so contracting or being so interested be liable to account to the Company for any profit realised by any such contract by reason only of such Director holding that office or of the fiduciary relationship thereby established, provided that the nature of his interests must be disclosed by him at the meeting of directors at which the contract is determined on if his interest then exists and has not been disclosed in accordance with the Corporations Law, or in any other case at the first meeting of the Directors after the acquisition of his interest. A Director may vote in respect of any contract or arrangement in which he is interested, and may be counted for the purpose of any resolution regarding the same in the quorum present at the meeting and may notwithstanding his interest and whether or not he votes participate in the execution of any instrument by or on behalf of the Company and whether through signing or sealing the name or otherwise.

49. The office of Director shall become vacant if the Director:-

(a) ceases to be a Director by virtue of the Corporations Law;

(b) becomes bankrupt or makes any arrangement or composition with his creditors generally;

(c) 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;

(d) resigns his office by notice in writing to the Company;

(e) ceases to be a Member, the nominated representative of a corporate Member or the corporate Member nominating the representative ceases to be a Member.

(f) fails to attend three (3) Directors Meetings in any period of twelve (12) months without prior resolution of the Directors approving leave of absence from at least one of those Directors Meetings.

## **POWERS AND DUTIES OF DIRECTORS**

50. The business of the Company shall be managed by the Directors who may pay all expenses incurred in promoting and registering the Company and may exercise all such powers of the Company as are not by the Corporations Law or by these Replaceable Rules required to be exercised by the Company in general meeting. The general powers given by this Replaceable Rule shall not be limited or restricted by any special authority or power given to the Directors by any other Replaceable Rule.

51. The Directors may entrust to and confer upon a President any of the powers exercisable by them upon such terms and conditions and with such restrictions as they may think fit and either collaterally with or to the exclusion of their own powers and may from time to time revoke withdraw alter or vary all or any of those powers.

52. The Directors may exercise all the powers of the Company to borrow money and to mortgage or charge its undertaking property and uncalled capital or any part thereof and to issue debentures and other securities and the Directors may exercise all the powers of the Company in relation to any official seal and all cheques promissory notes drafts bills of exchange and other negotiable instruments and all receipts for money shall be signed drawn accepted endorsed discounted or otherwise executed by any two (2) Directors or in such other manner as the Directors from time to time determine.

53. The Directors may from time to time by power of attorney appoint any corporation firm or person or body of persons to be the attorney or attorneys of the Company for such purposes and with such powers authorities and discretions (not exceeding those vested in or exercisable by the Directors under these Replaceable Rules) and for such period and subject to such conditions as they may think fit and any such powers of attorney may contain such provisions for the protection and convenience of persons dealing with any such attorney as the Directors may think fit and may also authorise any such attorney to delegate all or any of the powers authorities and discretions vested in him.

54. The Directors shall cause *minutes* to be made in books provided for the purpose:-

(a) of all appointments of officers made by the Directors;

(b) of the names of the Directors present at each meeting of the Directors and of any committee of the Directors;

(c) of all resolutions and proceedings at all meetings of the Company and of the Directors and of committees of Directors.

55. Any such *minutes* of any meeting of the Directors or of any *committee* or of the Company if purporting to be signed by the Chairman of such meeting or by the Chairman of the next succeeding meeting, shall be receivable as prima facie evidence of the matters stated in such minutes.

## **PROCEEDINGS OF DIRECTORS**

56. The Directors may meet together for the dispatch of business adjourn and otherwise regulate their meetings as they think fit. The Directors may conduct the meetings by telephone without a Director being in the physical presence of another Director or other Directors. A Director may at any time and the Secretary shall on the requisition of a Director summon a meeting of the Directors.

57. Subject to these Replaceable Rules questions arising at any meeting of Directors shall be decided by a majority of votes and a determination by a majority of Directors shall for all purposes be deemed a determination of the Directors. In case of an equality of votes the Chairman of the meeting shall have a second or casting vote.

58. The quorum necessary for the transaction of the business of the Directors shall be half the Directors then elected.

59. The continuing Directors may act notwithstanding any vacancy in their body, but if and so long as their number is reduced below the number fixed by or pursuant to the regulations of the Company as the necessary quorum of Directors, the continuing Directors or Director may act for the purpose of increasing the number of Directors to that number or of summoning a general meeting of the Company, but for no other purpose.

60. The President shall be a Chairman of meetings of Directors while he holds office but if at any meeting the Chairman is not present within ten (10) minutes after the time appointed for holding the meeting, the Directors present may choose one of their number to be Chairman of the meeting.

61. The Directors may delegate any of their powers to committees consisting of such member or members of their body as they think fit. Any committee so formed shall in the exercise of the powers so delegated conform to any regulations that may be imposed on it by the Directors.

62. A committee may elect a Chairman of its meeting; if no such Chairman is elected, or if at any meeting the Chairman is not present within ten (10) minutes after the time appointed for holding the meeting, the members present may choose one of their number to be Chairman of the meeting.

63. A committee may meet and adjourn as it thinks proper. Questions arising at any meeting shall be determined by a majority of votes of the members present, and in the case of an equality of votes the Chairman of the committee shall have a second or casting vote.

64. All acts done by any meeting of the Directors or of a committee of Directors or by any person acting as a Director shall, notwithstanding that it is afterwards discovered that there was some defect in the appointment of any such Director or person acting as aforesaid, or that they or any of them were disqualified, be as valid as if every such person had been duly appointed and was qualified to be a Director.

65. A resolution in writing, signed by a majority of the Directors for the time being entitled to receive notice of a meeting of the Directors, shall be as valid and effectual as if it had been passed at a meeting of the Directors duly convened and held. Any such resolution may consist of several documents in like form, each signed by one or more Directors.

### **SEAL**

66. The Directors or a committee of the Directors authorised by the Directors in that behalf, shall provide for the safe custody of the seal, which shall only be used by the authority of the Directors and every instrument to which the seal is affixed shall be signed by a Director and shall be countersigned by the Secretary or by a second Director or by some other person appointed by the Directors for the purpose.

## ACCOUNTS

67. The Directors shall cause to be kept such proper accounting and other records as will sufficiently explain the transactions and financial position of the Company and enable true and fair profit and loss accounts and balance sheets and any documents required to be attached thereto to be prepared from time to time and shall cause those records to be kept in such manner as to enable them to be conveniently and properly audited.

68. The said accounting and other records shall be kept at the registered office of the Company or at such other place as the Directors think fit and shall at all times be open to inspection by the Directors.

69. The Directors shall 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 of the Company or any of them shall be open to the inspection of members not being Directors, and no member (not being a Director) shall have any right of inspecting any account or book or document of the Company except as conferred by statute or authorised by the Directors or by the Company in general meeting.

70. Subject to any extension of time granted pursuant to the Corporations Law, the Directors shall at the annual general meeting lay before the Company in general meeting a profit and loss account for the period since the preceding account (or in the case of the first account since the incorporation of the Company) made up to a date not more than 6 months before the date of the meeting together with a balance sheet as at the date to which the profit and loss account is made up.

71. A copy of every profit and loss account and balance sheet (including every document required by law to be attached thereto) which is to be laid before the Company in general meeting accompanied, if the Company is required by the Corporations Law to appoint an Auditor, by a copy of the Auditor's report thereon shall, not less than fourteen (14) days before the date of the meeting, be sent to every person entitled to receive notice of general meetings of the Company. .

## AUDIT

72. Auditors shall be appointed and their duties regulated in accordance with Section 307 to 313 inclusive of the Corporations Law.



## **STATE/TERRITORY CHAPTERS**

73. The Directors shall arrange such meetings of Members, Affiliate Members, Associate Members and representatives of corporate Members in each State and Territory where Members, Affiliate Members, Associate Members or representatives are ) resident from time to time as are agreed to by the Directors.

Such Members, Affiliate Members, Associate Members and representatives of Corporate Members who are resident in the State and Territory at the first meeting and thereafter at the first meeting after each Annual General Meeting of the Company shall appoint a Convenor of the State/Territory until the next appointment for the purpose of arranging meetings to discuss issues associated with the pavement delineation industry, to make recommendations and suggestions to the Company and to assist the Company to carry out its objects. Each Member, Affiliate Member, Associate Member or representative of a corporate Member wherever resident shall be entitled to attend any State/Territory meeting of the Company.

## **NOTICES**

74. A notice may be given by the Company to any Member, Associate Member or Affiliate Member either personally or by sending it by post or electronic transmission to him at his registered or nominated address, or to the address, if any, last known to the Company. Where a notice is sent by post, service of the notice shall be deemed to be effected by properly addressing, pre-paying, and posting a letter containing the notice, and to have been effected in the case of a notice of a meeting on the day after the date of its posting, and in any other case at the time at which the letter would be delivered in the ordinary course of post and if sent by facsimile or e-mail shall be deemed to have been delivered on the day of sending.

75. (a) Notice of every general meeting shall be given in any manner herein before authorised to:-

(i) every Member, Associate Member and Affiliate Member, except those Members, Associate Member or Affiliate Members who have not supplied to the Company an address within Australia for the giving of notices to them;

(ii) the Auditor for the time being of the Company.

(b) No other person shall be entitled to receive notices of general meetings.

## **INDEMNITY**

76. Every Director, Managing Director, Agent, 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 incurred by him in defending any proceedings, whether civil or criminal, in which judgment is given in his favour or in which he is acquitted or in connection with any application under the Corporations Law in which relief is granted to him by the Court in respect of any negligence default breach of duty or breach of trust.

