

Company Limited by Guarantee

MEMORANDUM AND ARTICLES OF ASSOCIATION

of

AUSTRALIAN CONCRETE REPAIR ASSOCIATION LTD

(Amended June 1996 and



Australian Concrete Repair Association
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MEMORANDUM OF ASSOCIATION
of
AUSTRALIAN CONCRETE REPAIR ASSOCIATION

1. The name of the company is Australian Concrete Repair Association (hereinafter called "the Association").
2. The objects for which the Association is established are:
 - (a) To promote and develop the specialist activity of concrete repair and to promote to industry science and commerce by representing the members where such representations will be in their interests.
 - (b) To provide marketing, technical and construction information to the building industry and to any other industry or section of the public as appropriate.
 - (c) To exchange information on all aspects of concrete repair with other persons and organisations having similar interest.
 - (d) To establish a database of information relating to management skills, legal matters, including contracts relating to the concrete repair industry, employee skills and industry standards; and to lay down codes of practice, specifications, methods and technical matters.
 - (e) To provide facilities and a secretariat to enable exchange of information within the concrete repair industry and to any other person, group or organisation.
 - (f) To collect, collate, publish and distribute, either by way of sale, gift or otherwise, information and statistics or other educational material relating to concrete repair. Implement programs for education of members and others (whether or not on a discriminatory basis as to fees charged for such programs) relating to the foregoing matters and to conduct seminars and forums for the discussion and foregoing matters of interest or relevance to the Association and its members.
 - (g) To subscribe to and/or become a member of and/or become affiliated with and/or co-operate with any incorporated or not, whose subjects are altogether or in part similar to those of the Association, provided that the Association shall not subscribe to or support with its funds an association or organisation which does not prohibit the distribution of its income and property among its members to an extent at least as great as that imposed on the Association under or by virtue of Clause 6 of this Memorandum.

- (h) In furtherance of the objects of the Association to amalgamate and/or affiliate with companies, institutions, societies or associations having objects altogether or in part similar to those of the Association 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 that imposed upon the Association under or by virtue of Clause 6 of this Memorandum.
- (i) To invest and deal with the money of the Association not immediately required by it in such manner as may be permitted from time to time in terms of the Articles of Association.
- (j) To make applications, appearances, submissions, statements and comments on behalf of its members before:
 - (i) Government and Government Departments;
 - (ii) any Industrial Court, Industrial Commission, Industrial Appeal Court or other court exercising jurisdiction in industrial matters either State or Federal;
 - (iii) any Trade Practices Tribunal or Commission, or other Authority or representative of any such Authority appointed under the Commonwealth Trade Practices Act (1974) as amended;
 - (iv) any Court, Tribunal or Commission, or other Authority appointed under any Act of any State or under any Ordinance of any Territory.
- (k) To make payment, at the discretion of the Board of Directors, of honoraria to such person or bodies who shall at the request of the Association render to it work or services associated with the objects of the Association.
- (l) To do all such things as the Board of the Association shall consider to be reasonably incidental or conducive to all the above objects or any of them.
- (m) To co-operate with other bodies, institutions, groups or organisations involved in research related to concrete repair.
- (n) To promote and foster good relations and co-operation between members for their mutual benefit.
- (o) To appoint, employ, remove or suspend such directors, managers, clerks, secretaries, servants, workmen and other persons as may be necessary or convenient for the purpose of the Association.

- (p) In furtherance of the objects of the Association to purchase or otherwise acquire and undertake all or any part of the property, assets, liabilities and engagements of any one or more of the companies, institutions, societies or associations with which the Association is authorised to amalgamate.
- (q) In furtherance of the objects of the Association to transfer all or part of any part of the property, assets, liabilities and engagements of the Association to any one or more of the companies, institutions, societies or associations with which the Association is authorised to amalgamate.
- (r) Subject to the Articles of Association to impose and collect from any member subscriptions, funds, levies or other moneys required for the purpose of carrying on or furthering the objects of the Association and to apply the same for such purposes.
- (s) To purchase, take on lease or in exchange, hire and otherwise acquire any lands, buildings, easements or property, real and personal, and any rights or privileges which may be requisite for the purposes of, or capable of being conveniently used in connection with, any of the objects of the Association provided that in case the Association shall take or hold any property which may be subject to any trusts the Association shall only deal with the same in such manner as is allowed by law having regard to such trusts.
- (t) In furtherance of the objects of the Association to sell, improve, manage, develop, exchange, lease, dispose of, turn to account or otherwise deal with all or any part of the property and rights of the Association.
- (u) To make, draw, accept, endorse, discount, execute and issue promissory notes, bills or exchange, bills of lading and other negotiable or transferable instruments.
- (v) In furtherance of the objects of the Association to keep records and render services of every description to members in respect of matters of common interest.
- (w) To establish and maintain or procure the establishment and maintenance of any contributory or non-contributory pension or superannuation funds for the benefit of and give or procure the giving of donations, gratuities, pensions, allowances or emoluments to any persons who are or were at any time in the employment or services of the Association and the wives, widows, families and dependants of any such person and also to establish and support or aid in the establishment of associations, institutions, funds, trusts and conveniences calculated to benefit employees or part employees of the Association or the dependants or connections of any such person and to grant pensions and allowances and to make payments towards insurance and to subscribe or guarantee money for charitable or

benevolent objects or for any exhibitions or for any public, general or useful objects.

- (x) Subject to the provisions of Clause 6 to remunerate any person or company for services rendered or to be rendered in placing or assisting to place or guaranteeing the placing of any debentures or other securities of the Association relating to the organisation, formation or promotion of the Association or the conduct of its business.
- (y) In furtherance of the objects of the Association to apply for, secure, acquire by grant or other legal means any charter, licence power, authority, franchise, concession, right or privilege which any Government or authority or any corporation or other public body may be empowered to grant and to exercise and enjoy any such charter, licence, power, authority, franchise, concession, right or privilege to pay for, aid in, and contribute towards carrying the same into effect and to appropriate any of the Association's debentures or other securities and assets to defray the necessary costs, charges and expenses thereof.
- (z) To enter into any arrangements with any Government or authority, local or otherwise, that may seem conducive to the Association's objects or any of them and to obtain from any such Government or authority any rights, privileges and concessions which the Association may think it desirable to obtain and to carry out, exercise and comply with any such arrangements, rights, privileges and concessions.
- (aa) To procure the Association to be registered or recognised in any country or place outside the State.
- (bb) To take or hold mortgages, liens and charges to secure payment of the purchase price or any unpaid balance or the purchase price of any part of the Association's property of whatsoever kind sold by the Association or any money due to the Association from purchases and others.
- (cc) To effect all insurances which are required by law to be effected or which the Board of Directors determine should be effected including insurances relating to allegations of negligence or breach of duty on the part of the Directors and employees.
- (dd) To carry out all or any of the objects of the Association and do all or any of the above things in any part of the world and either as principal agent, contractor or trustee or otherwise and by or through trustees or agents or otherwise and either alone or in conjunction with others and to do all such things as are incidental or conducive to the attainment of the objects and the exercise of the powers of the Association.

- (ee) To construct, improve, maintain, develop, work, manage, carry out, alter or control any houses, buildings, grounds, works or conveniences which may seem calculated directly or indirectly to advance the Association's interests and to contribute to, subsidise or otherwise assist and take part in the construction, improvement, maintenance, development, working, management, carrying out, alteration or control thereof.
 - (ff) To take any gift of property whether subject to any special trust or not, for any one or more of the objects of the Association but subject always to the proviso in paragraph (a) or this Clause 2.
 - (gg) To take such steps by personal or written appeals, public meetings or otherwise, as may from time to time be deemed expedient for the purpose of procuring contributions to the funds of the Association in the shape of donations, annual subscriptions or otherwise.
 - (hh) To print and publish any newspapers, periodicals, books or leaflets that the Association may think desirable for the promotion of its objects.
 - (ii) To borrow or raise or secure the payment of money in such manner as the Association may think fit and to secure the same or the repayment or performance of any debt, liability, contract, guarantee or other engagement incurred or to be entered into by the issue of debentures perpetual or otherwise charged upon all or any of the Association's property (both present and future) and to purchase, redeem or pay off any such securities.
 - (jj) To form committees for the promotion of concrete repair through exhibition and seminars.
3. The liability of the members is limited.
4. Every member of the Association undertakes to contribute to the assets of the Association 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 Association contracted before he ceases to be a member and the costs, charges and expenses of winding-up and for the adjustment of the rights of the contributories among themselves such amount as may be required not exceeding one hundred dollars (\$100.00).
5. There shall be four (4) classes of member, namely:
- 5.1.1 Corporate members who shall be limited companies that are specialist concrete repair contractors or manufacturers who produce and technically support complete concrete repair systems of all types or consultant, academic and other organisations with a special interest and expertise in Concrete Repair

- 5.1.2 Life members and Honorary members who shall be individuals upon whom the Board of Directors has bestowed life membership or Honorary membership;
 - 5.1.3 Affiliated members who shall be persons, partnerships, and as defined by the Corporations Law, bodies and companies engaged in the concrete repair industry or any industry or profession relevant to the concrete repair industry;
 - 5.1.4 Student Members who shall be individuals, less than 25 years of age, actively engaged in tertiary studies relevant to the subjects, aims of the Association.
6. The incomes and property of the Association, whencesoever derived, shall be applied solely towards the promotion of the objects of the Association as set forth in this memorandum of association; and no portion thereof shall be paid or transferred, directly or indirectly, by way of dividend, bonus or otherwise howsoever by way of profit, to the members of the Association.

Provided that nothing herein shall prevent:

- (a) the payment in good faith of reasonable and proper remuneration to any officer, servant or member of the Association for services rendered to the Association.
 - (b) the payment of interest at a rate not exceeding interest at the rate for the time being charged by Banks in Sydney for overdraft accommodation on moneys lent to the Association.
 - (c) the payment of reasonable and proper rent for premises leased to or occupied by the Association by any member of the Association;
 - (d) the payment of rent to any Company in respect of premises leased to or occupied by the Association by a Company where a member of the Board of Directors holds less than one per centum (1%) of the issued capital of that Company PROVIDED THAT no member of the Board of Directors of the Association shall be appointed to any salaried office of the Association or any office of the Association or any office of the Association paid by fees, and no remuneration or other benefit in money or money's worth shall be given to the Association to any member of such Board of Directors except repayment of out-of-pocket expenses and interest at the rate aforesaid.
7. If upon the winding-up or dissolution of the Association there remains, after satisfaction of all its debts and liabilities, any property whatsoever, the same shall not be paid to or distributed among the members of the Association, but shall be given or transferred to some other institution or institutions having

- objects similar to the objects of the Association, 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 it imposed on the Association under or by virtue of Clause 6 hereof, such institution or institutions to be determined by the members of the Association at or before the time of dissolution, and if and so far as effect cannot be given to the aforesaid provision, then to some charitable object.
8. No amendment to the Articles of Association of the Association which varies or has the effect of varying the rights or obligations of members of the Association shall be made except with the consent in writing of not less than three-fourths in number of the members entitled to vote or with the sanction of a special resolution passed at a separate general meeting of the members entitled to vote.
 9. True accounts shall be kept of the sums of money received and expended by the Association and the matter in respect of which such receipts and expenditure takes place and of the property credits and liabilities of the Association; and subject to any reasonable restrictions as to time and manner of inspecting the same as may be imposed in accordance with the regulations of the Association for the time being in force shall be open to the inspection of the members. Once at least in every year the accounts of the Association shall be examined and the correctness of the balance sheet ascertained by one or more properly qualified auditor or auditors.
 10. The names, addresses and descriptions of the subscribers to this Memorandum are:

Mr Noel A Godson
Managing Director
55 Elizabeth Street, Wetherill Park, Sydney, New South Wales

Mr Ian Godson
Managing Director
1 Hall Road, Hawthorn East, Victoria

Mr John Gribble
Managing Director
33 Lucca Road, North Wyong, New South Wales

Mr Anthony Rees
Managing Director
11 Stanton Road, Seven Hills, New South Wales

Mr Maxwell Simmons
Managing Director
2 Seville Street, Villawood, New South Wales

Mr John Palmer
Managing Director
40 Robert Road, Rozelle, New South Wales

11. We, the subscribers hereto are desirous of being formed in a company in pursuance of the Memorandum of Association.

NO	SIGNATURE OF SUBSCRIBERS	WITNESS TO SIGNATURES ADDRESS TO WITNESS
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Company Limited by Guarantee

ARTICLES OF ASSOCIATION
of
AUSTRALIAN CONCRETE REPAIR ASSOCIATION LIMITED

1. TABLE A

- 1.1 The regulations contained in Table A and Table B of the Schedule 1 of the Corporations Law shall not apply to the Association except insofar as they are repeated or contained in these regulations.

2. INTERPRETATION

- 2.1 In these regulations:

2.1.1 “**the Act**” means the Corporations Law;

2.1.2 “**the Association**” means this Company;

2.1.3 “**the Board**” means the Board of Directors;

2.1.4 “**Director**” means a member of the Board;

2.1.5 “**Secretary**” means the Secretary appointed by the Board;

2.1.6 “**Member**” means a member of the Association in good standing duly admitted to membership either as a subscriber to the Memorandum of Association or by the Board in accordance with these regulations, and includes the senior appointed representative of such member in terms of clause 27.8;

2.1.7 “**Registered Address**” means the address of a member recorded in the register of members which in the case of an individual shall be his business address and in the case of a corporation shall be the registered office or principal place of business of the corporation;

2.1.8 “**Year**” means a fiscal year commencing on 1st July and ending on the 30th June.

2.1.9 Unless the context otherwise requires:

- 2.1.9.1 words importing the masculine gender shall include the feminine and neuter gender and words importing the singular shall include the plural, and vice versa;
- 2.1.9.2 words or expressions contained in these regulations shall be interpreted in accordance with the provisions of the Act in force on the date when those regulations shall be approved by the Associations;
- 2.1.9.3 headings and sub-headings have been included for the sake of ease of reference and none of the rules herein appearing are to be construed or interpreted by reference to such headings or sub-headings.

3. PURPOSE

- 3.1 The Association is established for the purpose set out in the Memorandum of Association.

4. NUMBER OF CLASSES OF MEMBERSHIP

- 4.1 There shall be four (4) classes of member, namely:
 - 4.1.1 Corporate members who shall be limited companies that are specialist concrete repair contractors or manufacturers who produce and technically support complete concrete repair systems of all types or consultant, academic and other organisation with a special interest and expertise in concrete repair;
 - 4.1.2 Life members and Honorary members who shall be individuals upon whom the Council has bestowed life membership or Honorary membership;
 - 4.1.3 Members who shall be persons, partnerships, and as defined by the Corporations Law, bodies and companies engaged in the concrete repair industry or any industry or profession relevant to the corporate repair industry;
 - 4.1.4 Student members who shall be individuals, less than 24 years of age, actively engaged in tertiary studies relevant to the subjects, aims of the Association
- 4.2 Only Corporate members are entitled to vote at General Meetings.
- 4.3 Life members, Honorary members, Affiliate members and Student members may attend and speak at General Meetings but may not vote and are not eligible for election to the Board of Directors.

5. APPLICATION FOR MEMBERSHIP

- 5.1 An application for membership shall be in the form and be accompanied by such documents and information as shall be prescribed by the Board.
- 5.2 The application for Corporate membership shall be submitted to be considered and decided by the Boards at its next meeting. The Board shall give notice to its decision to the Executive who shall without delay inform the applicant of such decision. In considering any application for Corporate membership the council shall take into account the terms and conditions for membership approved by the Board from time to time. The terms and conditions will initially be approved by the subscribers to these Articles of Association and thereafter may only be varied by the association in general meeting.
- 5.3 When informing an applicant of the Board's decision, the Executive shall give notice to the applicant (if accepted for membership) of the amount, date and place for payment of the subscription due by him and that failing such payment his application shall lapse.
- 5.4 Notwithstanding the foregoing, the Board may postpone a resolution or decision, as the case may be, for a reasonable time pending investigation or inquiry as to an applicant's suitability for membership, provided that the application shall be decided and a decision notified to the applicant within ninety (90) days of the date the application was first received by the Executive Director.
- 5.5 Any application for membership other than corporate membership shall upon lodgement of a proper application and payment of any prescribed fee, be considered at the discretion of the Board which shall be at liberty to grant or reject such application.
- 5.6 No reason for any decision given by the Board in regard to an application for membership shall be required of or given by the Board, and the Board (where powers have been delegated to it), shall have absolute discretion as to the grant or refusal of applications for membership.

6. SUBSCRIPTIONS

- 6.1 No class of member shall be admitted to membership until he shall have paid his subscription, the amount of which shall be determined by the Board from time to time.
- 6.2 At the discretion of the Board a new member may be granted a pro rata reduction in the subscription payable by him during the year of his

admission equivalent to the proportion which the expired portion of that year up to the date of his acceptance for membership bear to a year.

7 CERTIFICATE OF MEMBERSHIP

7.1 The Executive Director shall post to each member of his Association within thirty (30) days of the letter's admission to membership, a certificate recording the class of membership to which he belongs issued by the Board.

8 COMPLIANCE WITH RULES

8.1 Members shall comply with all the regulations of the Association for the time being and with any rules from time to time made by the Board as hereinafter provided,

9. REGISTER OF MEMBERS

9.1 In addition to the requirements of the Act the register of members shall contain the following particulars:

9.1.1 the name and registered address of each member;

9.1.2 a member's class of membership;

9.1.3 the date on which each member is admitted to membership;

9.1.4 the date upon which any member ceases to be a member;

9.1.5 the name of any representatives, delegates, substitutes or alternates appointed in writing to attend meetings and vote on behalf of a member.

10. CHANGE OF ADDRESS

10.1 Any member who shall at any time change his registered address shall immediately give notice thereof to the Executive Director.

11. LAPSE OF MEMBERSHIP

11.1 If a member shall fail within thirty (30) days of the due date to pay in full his subscription, or any levy or other amount due to him to the Board, and if he shall persist in such failure notwithstanding one calendar month's notice to him from the Executive Director requiring payment, his membership shall lapse but the Board may, and on proof of good reason for such non-payment reinstate the member.

12 TERMINATION OF MEMBERSHIP

12.1 A member shall automatically and forthwith cease to be a member of the Association if he shall:

12.1.1 give notice of resignation provided that such notice shall not absolve the member from liability for the payment of subscriptions or any other amounts than due to him to the Board;

12.1.2 cease to be engaged in a profession or business associated with the industry;

12.1.3 become bankrupt or make any arrangement or composition with his creditors;

12.1.4 enter into a deed of arrangement or assign his estate for the benefit of his creditors;

12.1.5 being a corporation go into liquidation (otherwise than for the purpose of reconstruction); or

12.1.6 suffer judgment and execution to be levied against him,

13 EXPULSION OF MEMBER

13.1 Any member who fails to observe the rules or regulations of the Association or who is deemed guilty of any act practice or conduct calculated to bring discredit on the Association or its members may if he persists in such conduct after having been given notice by the Executive to desist be expelled by resolution of the Board. Notice of the motion for expulsion together with particulars of the reasons for expulsion shall be furnished to any such member not less than fourteen (14) days prior to the meeting at which the motion is to be made and any such member may attend such meeting either in person or by his Solicitor or Counsel for the purpose of defending himself but should he neglect to attend such meeting or to defend himself the meeting shall proceed in his absence to vote upon the motion. Such notice for the expulsion of a member shall be dealt with at an annual general meeting or an extraordinary general meeting of the Association and shall require a vote of three-quarters of those present to sustain the expulsion.

14 FORFEITURE OF RIGHTS

14.1 Any member who ceases to be a member of the Association for any reason whatsoever shall forfeit all rights and privileges of membership and all claims to participation in and use of the assets and funds of the Association or any part thereof but shall nevertheless be liable to pay to the Board, all arrears of the annual subscription together with the full subscription for the year in which he ceases to be a member together with the amount of any levies or other amounts which may be in arrears including any contribution for which he may be liable in terms of Clause 4 or the Memorandum of Association.

15 LEVIES

15.1 The Board of the Association shall have power to raise additional levies from members in such amounts and payable at such times as it may determine, provided that:

15.1.1 subject to regulation 16.2 no additional levy or combination of levies payable by such member in any year shall exceed 50% of the annual subscription;

15.1.2 levies shall not be raised more often than twice per financial year.

16 PRE-PAYMENT OF LEVIES

16.1 Any member who shall at his option contribute to the funds of the Association in anticipation of future levies may set off the amount of any such pre-payment against levies as and when they fall due.

17 NATIONAL COUNCIL

17.1 The situation of the head office of the Association shall be as determined from time to time by the Board, but meetings of the Board shall be held at such places in Australia as the President of the Board shall decide, it being the intention so far as reasonably possible that meetings shall take place in the main centres of the Association's activities throughout Australia.

17.2 The situation of the head office of the Association shall be as determined from time to time by the Board, but meetings of the Board shall be held at such places in Australia as the President of the Board shall decide, it being the intention so far as reasonably possible that meetings shall take place in the main centres of the Association's activities throughout Australia.

17.3 Notwithstanding any other provision of these regulations the Association may from time to time by Ordinary resolution passed at a General Meeting

increase or reduce the number of Directors in such manner as the members shall decide.

17.4 A Director, who is unable for any reason to attend meetings of the Board, may appoint an alternative director who whilst so appointed, shall be entitled to notice of meetings of the Board and to vote thereat. Any such appointment and any termination of such appointment shall be effected by notice of the Board of Directors.

17.5 The Board may continue to act notwithstanding any vacancy in the Board provided that there shall remain on the Board not less than two thirds of the permitted number of Directors.

17.6 A delegate ceasing to be a Director shall be replaced as soon as reasonably possible by the Executive or the Corporate Member or Corporate Members who appointed such delegate.

17.7 The officers of the Board (who shall be Corporate Members) shall be:

17.7.1 President;

17.7.2 Vice President;

17.7.3 Secretary;

17.7.4 Treasurer;

17.7.5 A Director representing each of the following four (4) regions:

(i) Queensland

(ii) Victoria and Tasmania

(iii) New South Wales and the Australian Capital Territory

(iv) Western Australia, South Australia and Northern Territory

17.7.6 The Members subscribing to the Memorandum of Association shall constitute the first Board. They shall all retire at the first Annual General Meeting and thereafter the Board shall consist of Directors appointed by the Members as hereinafter provided.

17.7.7 Term of Office

All positions will be declared vacant at each Annual General Meeting and nominations, with seconders, will have to be submitted in writing together with the nominees consent to the Secretary 28 days prior to the Annual General Meeting.

17.7.8 Re-election to the same position

- (i) The position of President can only be held for a maximum of 2 consecutive years.
- (ii) The position of a Director representing a state can only be held for a maximum of 4 consecutive years.

17.7.9 Organisational meeting of this Association

A President and Secretary are to be elected to serve until the first Annual General Meeting is called. This service as initial directors shall not count as a term for the purpose of the length of service mentioned in 17.7.8.

18. BOARD OF DIRECTORS

18.1 The Board of Directors shall have supervision, control and direction of the affairs of the Association, shall determine its policies within the limits of the by-laws, shall actively prosecute its purposes and shall oversee the disbursement of its funds. It may adopt rules and regulations for the conduct of its business as it deems advisable and may consider necessary.

18.2 The Board of Directors shall be composed of the President, Vice President, Secretary, Treasurer, Immediate Past President and all Elected Directors. The Executive Director of the Association shall be an ex-officio member of the Board of Directors without vote.

The proportion of Board Members from the three interest groups: suppliers of concrete repair materials, concrete repair contractors and other organisations (considered as one group) shall always be less than 40% providing, of course, that there are insufficient candidates available from each group to permit this.

18.3 The Board of Directors shall meet at least three (3) times a year. The first meeting shall be held as soon as possible following adjournment of the Annual General Meeting, one shall be held approximately six (6) months later, and another shall be held no later than one (1) day prior to the Annual General Meeting. The location of these meetings shall be agreed upon by the members of the Board of Directors. Special meetings shall be held at the call of the President or five (5) Board Members. At least fifteen (15) days' notice of all regular or special meetings of the Board of Directors shall be mailed or faxed to all Board members.

18.4 The President shall preside at all meetings of the Board of Directors. In his absence or incapacity, the Vice President, Secretary or Treasurer shall preside, in that order of precedence.

- 18.5 Providing proper notice has been given as prescribed in Section 3 of this article, a quorum of the Board of Directors shall consist of the Board members present. However, no authorisation for the expenditure of funds of the Association may be made at any Board meeting with less than five (5) of the voting members present.
- 18.6 The Board of Directors shall employ an Executive Director who shall be the chief operating officer of the Association. He shall be responsible to the Association for the management and direction of the activities of the Association as prescribed by the Board of Directors.
- 18.7 Voting rights of a director shall not be delegated to another or exercised by proxy (but may be exercised by an alternative director appointed pursuant to article 17.4). However, unanimous action taken by a mail ballot of all members of the Board of Directors shall be a valid action of the Board and shall be reported to the next regular Board meeting. In addition, any or all Directors may participate in a Board of Directors meeting through the use of any means of communication, such as telephone conferences, by which all Directors may simultaneously hear each other during the meeting. A Director participating in a meeting by this means be deemed to be present at the meeting.
- 18.8 Officers and Directors may be removed only for cause by a two-thirds (2/3) vote of the entire Board of Directors.
- 18.9 Any officer or elected Director who ceases to be a regular member of the Association shall automatically cease to be an officer or elected Director.
- 18.10 Any vacancy occurring on the Board of Directors between Annual Meetings shall be filled by the Board of Directors.
- 18.11 Voting Directors and elected officers shall not receive compensation for their services.

19 DUTIES OF OFFICERS

19.1 President

The President shall be the principal elective officer of the Organisation, shall preside at all meetings of the membership and the Board of Directors and shall perform other duties as are normally incident to the office or as may be prescribed by the Board of Directors. He shall be an ex-officio member, with voting privilege of all committees. He shall make an annual report to the membership, and shall communicate to the Association or to the Board of Directors such matters as may in his

opinion promote the welfare and increase the usefulness of the Association.

19.2 Vice-President

The Vice-President may be delegated by the President to perform his duties in the event of his temporary disability or absence from meetings. The Vice-President shall also report to the President on the administrative affairs of the Association, such as technical committees and educational programs.

19.3 Secretary

The Secretary shall give notice of an attend all meetings of the Association and the Board of Directors, shall keep a record of all proceedings, shall attest documents, and the Secretary shall also report to the President on the administrative affairs of the Association as administered by staff of our supplier of accounting and administrative service under the supervision of the Association's Executive Director who is also an employee of our supplier of accounting and administrative services. The Secretary shall perform other duties as may be assigned or are usual and normal for such office.

19.4 Treasurer

The Treasurer shall review the accounts prepared and maintained for and on behalf of the Association by our supplier of accounting and administrative services, and shall initiate disbursements as authorised by the Board of Directors.

19.5 Secretarial, Accounting and Clerical Function

The secretarial, accounting and clerical functions of the Association are to be carried out by appointed staff of our supplier of accounting and administrative services.

The appointed supervisor for our supplier of accounting and administrative services shall hold the position of Executive Director, under overall control of the Secretary.

Other appointed staff from our supplier of accounting and administrative services will report to the Executive Director, under overall control of the Secretary.

The appointed staff from our supplier of accounting and administrative services will work in accordance with prepared job descriptions, work

procedures, check lists and systems approved by both the Association and our supplier of accounting and administrative services.

20 MEMBERSHIP MEETINGS

- 20.1 The Annual General Meeting of the membership of the Association shall be held at such time and place as the Board of Directors may designate.
- 20.2 Special meetings of the membership may be called by the Board of Directors or the President, and shall be called by the President within thirty (30) days of receipt of a written request of twenty percent (20%) of the voting members in good standing.
- 20.3 Regional meetings of the Association may be held at such time and place as may be approved by the Board of Directors.
- 20.4 At any annual or special meeting of the membership, a quorum shall consist of no less than thirty three percent (33%) of all Corporate Members present in person or by proxy. All actions taken by said members shall be implemented by the Board of Directors.
- 20.5 The Secretary shall give at least 42 days written notice, to each member, of an Annual General Meeting stating the date, time and place of that meeting. Prior to 28 days before the Annual General Meeting the Secretary will receive nominations for positions to be elected. At least twenty one (21) days prior to the Annual General Meeting the Secretary will send an agenda, list of nominations and a proxy form to each member, (only CORPORATE Members) proxies to be received by the Secretary up until 5.00 pm on the day before the Annual General Meeting.
- 20.6 The Secretary shall give 21 days' written notice, to each member, of a General Meeting stating the date, time and place. The notice will include an agenda and proxy form if necessary.

21 COMMITTEE

- 21.1 The President, subject to the approval of the Board of Directors, shall annually appoint such standing, special or subcommittees as may be required by the by-laws or as he may find necessary.

22 FINANCE

- 22.1 The Association shall use its funds only to accomplish the objectives and purposes specified in these by-laws and no part of said funds shall insure or be distributed to members of the Association.

- 22.2 The fiscal year shall be prescribed by the Board of Directors.
- 22.3 The Board shall adopt an annual operating budget covering all activities of the Association. Within sixty (60) days following the close of the fiscal year, the Treasurer shall furnish the membership with a financial report for the fiscal year just concluded.

23 CHAPTERS

- 23.1 Regional Associations may be chartered for the purpose of conducting programs and activities which are consistent with, and which will carry out and further the objectives and purposes of the Association.

24 DISSOLUTION

- 24.1 On dissolution of the Association, any funds remaining after payment of all debts shall be distributed to one or more regularly organised and qualified non-profit organisations selected by the Board of Directors whose purposes are in furtherance of those tax-exempt non-profit organisations selected by the Board of Directors whose purposes are in furtherance of those tax-exempt non-profit purposes of the Association.

25 AMENDMENTS TO THE ARTICLES OF ASSOCIATION

- 25.1 The Articles of Association can only be changed at an Annual General Meeting or a General Meeting. An amendment requires a two-thirds (2/3) vote of the full members present including a proxy votes and must be circulated in writing on the agenda at least twenty-one (21) days prior to such meeting of the members. Unless otherwise specified such amendments will become effective on the date of the vote.

26 MEMBERSHIP TO THE BOARD SHALL BE LOST BY A DIRECTOR, AND HIS APPOINTMENT SHALL BECOME VACANT IF HE:

- 26.1 ceases to be a member;
- 26.2 becomes prohibited from being a director of a company by reason of any order made under the Act;
- 26.3 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;
- 26.4 resigns by notice to the Board;

- 26.5 for more than six (6) months is absent without the permission of the Board from meetings of the Board held during that period;
- 26.6 without the consent of the Board, holds any office of profit under the Association;
- 26.7 is directly or indirectly interested in any contract or proposed contract with the Association provided, however, that a member shall not vacate his office by reason of his being a member of any corporation society or association which has entered or proposes to enter into a contract with the Association if such corporation, society or association is among the class of companies referred to in the proviso of Clause 6 of the Memorandum of Association of the Association and if he shall have declared the nature of his interest in a manner required by the Act. Provided always that nothing in this regulation shall effect the operation of Clause 6 of the Memorandum of Association of the Association; and
- 26.8 Ceases to be the duly appointed delegate of a Corporate Member.

27 PROCEEDINGS AT GENERAL MEETINGS OF THE ASSOCIATION

- 27.1 The ordinary annual business of any Annual General Meeting of the Association and the Balance Sheet and Report of the Board for the preceding year, the election of Auditors and other retiring officers, and the consideration of such other business as the Board may bring before it.
- 27.2 No business shall be transacted at any General Meeting of the Association unless a quorum of members as defined in Clause 20.4 above is present at the time when the meeting proceeds to business.
- 27.3 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 any next week at the same time and place or to such other day and at such other time and place as the Chairman of the Meeting may appoint, and if at such adjourned meeting a quorum is not present within half an hour from the time appointed for the Meeting, the members present shall constitute a quorum.
- 27.4 The President, or in his absence one of the Vice-Presidents of the Association to be chosen by the members present, or in their absence, a Director to be chosen as aforesaid, shall be entitled to take the Chair at every General Meeting of the Association, and if at any meeting no person entitled to take the Chair shall be present within fifteen (15) minutes after the time appointed for holding such meeting, or if all such

persons present decline to take the Chair, then the members present shall choose some one of their number to be Chairman.

- 27.5 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 thirty (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.
- 27.6 At any General Meeting a resolution put to the vote of the Meeting shall be decided on a show of hands unless a poll is (before or on the declaration of the result of the show of hands) demanded:
- 27.6.1 by the Chairman; or
- 27.6.2 by at least three (3) members being other than affiliate Members present in person or by proxy.
- 27.7 Unless a poll is so demanded a declaration by the Chairman that a resolution has on a show of hands been carried or carried unanimously or by a particular majority, or lost, and an entry to that effect in the book containing the Minutes of the proceedings 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.
- 27.8 A Member, which is a Corporation, shall appoint in writing one or more individuals as the representative or representatives of such member and shall give notice in writing to the Board of such appointee or appointees stating their seniority and shall also give notice of any changes therein. An individual shall not be or continue to be an appointee if he is a person who would be disqualified from membership pursuant to clauses 12.1.3, 12.1.4 and 12.1.6 but need not otherwise be a person qualified for membership. In the case of more than one appointee any one of them may attend and vote at any General Meeting as such representative, but if more than one should attend the senior shall displace his juniors. The member through its representative shall be entitled to one vote only.
- 27.9 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 the Chairman or on a question of adjournment shall be taken forthwith.

- 27.10 In the case of an equality of votes, whether on a show of hands or on a poll, the Chairman of the meeting at which the show of hands takes place or at which the poll is demanded, shall be entitled to a second or casting vote.
- 27.11 A member (but not affiliate members) may vote in person or by proxy or by attorney and on a show of hands every person present who is a member, or the representative of a member, shall have one (1) vote, and on a poll every member or representative shall have one (1) vote, subject however to these regulations.
- 27.12 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 of 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 attorney.
- 27.13 A member otherwise entitled to vote shall not be entitled to vote at any General Meeting if his annual subscription shall be more than one month in arrears at the date of the meeting.
- 27.14 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, 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 to be a member. The instrument appointing a proxy shall be deemed to confer authority to demand or join in demanding a poll.
- 27.15 Where it is desired to afford members an opportunity of voting for or against a resolution the instrument appointing a proxy shall be in the following form or a form as near thereto as circumstances admit:

I, _____ being a member other than affiliate Member
of the above-named Association, hereby appoint _____
of _____
as my proxy to vote for me on my behalf at the (annual or extraordinary,
as the case may be) general meeting of the Association to be held on the
_____ day of _____ 20__ and at any

30 FUNDS

30.1 All moneys when received on account of the Association by the Board, the Board Secretary or by an Executive shall be paid into an account of the Association at its bankers opened by the Board or by such Executive as the case may be and such of those moneys as are not immediately required by the Board or that Executive for their purpose may be invested by the Board or that Executive or deposited with such organisations or institutions and according to such terms and conditions as the Board may from time to time approve.

Each Executive shall otherwise have control over the expenditure and investment of all moneys received by it in accordance with these regulations.

31 ACCOUNTS

31.1 The Board shall cause proper accounting and other records to be kept. The Board shall distribute to members, copies of the Accounts and Balance Sheet (including every document required by Law to be attached thereto) accompanied by a copy of the Auditor's report thereon as required by the Act, provided, however, that the Board and each Executive shall cause to be made out and laid before each Annual General Meeting, a Balance Sheet and Profit and Loss account made up to a date not more than six (6) months before the date of the meeting.

31.2 The Board shall from time to time determine in accordance with Clause 8 of the Memorandum of Association at what times and places and under what conditions or rules the accounting and other records of the Association shall be open to the inspection of members not being members of the Board and no member (not being a member of the Board) shall have any right of inspecting any account or paper of the Association except as conferred by Statute or by Clause 8 of the Memorandum of Association or authorised by the Board.

32 AUDIT

32.1 A properly qualified Auditor or Auditors shall be appointed and his or their remuneration fixed and duties regulated in accordance with Sections 331 and 332 of the Act and Clause 8 of the Memorandum of Association.

33 NOTICES

33.1 A reference to notice in these regulations shall mean written notice and may be given to any member either personally or by sending it by post to him at his registered address. 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.

33.2 Notice of every general meeting shall be given in any manner hereinbefore authorised to:

33.2.1 every member except those members who have not supplied to the Association a registered address; and

33.2.2 the auditor or auditors for the time being of the Association.

33.3 No other person shall be entitled to receive notices of general meetings.

34 PUBLICITY

34.1 No communication, oral or in writing, shall be made by any member in relation to the Association or its officers, whether to a representative of the press or other public media or to any person save be:

34.1.1 the President of the Board or a member duly authorised thereto by such President.

34.2 Only Corporate members of the Association will be permitted to use the description "Member of the Australian Concrete Repair Association" in relation to any promotional material.

35 WINDING-UP

35.1 The provisions of Clause 7 of the Memorandum of Association relating to the winding-up or dissolution of the Association shall have effect and be observed as if the same were repeated in these rules.

36 INDEMNITY

36.1 Every Director, Auditor, Secretary and other officer for the time being of the Association shall be indemnified out of the assets of the Association against any liability incurred by him in defending any proceedings, whether civil or criminal, in which judgement is given in his favour or in which he is acquitted or in connection with any application under the Act in which relief is granted to him by the Court in respect of any negligence, default, breach of duty or breach of trust.

We, the said subscribers are desirous of being formed into a company in pursuance of this Memorandum of Association and we respectively agree to take the number of shares in the capital of the Company set opposite our respective names.

NO	SIGNATURE OF SUBSCRIBERS	WITNESS TO SIGNATURED ADDRESS OF WITNESS
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DATED this

date of