



Constitution

Effective 3 December 2008

The Australian Gas Association

ABN 98 004 206 044

Trading as *AGA (Company)*

A Company Limited by Guarantee

Contents

1 Objects and powers of the company	1
1.1 Objects	1
1.2 Powers	1
2 Income, payments and property.....	1
2.1 Company's application of income	1
2.2 No dividends, bonus or profit to be paid to members	1
2.3 Payments in good faith.....	1
2.4 Application of property on winding up	2
3 Membership.....	2
3.1 Who are the members.....	2
3.2 What are the classes of membership.....	2
3.3 Rights of full members	2
3.4 Right of associate members.....	2
3.5 Directors may create and vary classes and class rights	3
3.6 Application for membership.....	3
3.7 Admission to membership.....	3
3.8 Unincorporated bodies and associations as members	4
3.9 Ceasing to be a member.....	4
3.10 Resignation	4
3.11 Termination	5
3.12 Ceasing to be a nominee	5
3.13 No claim against the Company	5
3.14 <i>Membership</i> cannot be dealt with	5
3.15 Limited liability.....	5
4 <i>Membership</i> subscriptions	5
4.1 Directors to determine	5
4.2 Timing.....	6
4.3 Directors may grant concessions	6
4.4 Former members remain liable	6
5 General meetings.....	6
5.1 Annual general meeting	6
5.2 Power to convene general meeting.....	6
5.3 <i>Members</i> have power to convene general meeting	7
5.4 Notice of general meeting	7
5.5 Directors entitled to attend general meetings	7
5.6 Cancellation or postponement of general meeting	7
5.7 Written notice of cancellation or postponement of general meeting	7
5.8 Contents of notice postponing general meeting.....	7
5.9 Number of clear days for postponement of general meeting	8
5.10 Business at postponed general meeting	8
5.11 Proxy, attorney or representative at postponed general meeting	8
5.12 Non-receipt of notice	8

6	Proceedings at general meetings	8
6.1	Reference to a member	8
6.2	Number for a quorum	8
6.3	Requirement for a quorum	9
6.4	Quorum and time	9
6.5	Adjourned meeting	9
6.6	Appointment and powers of chairman of general meeting	9
6.7	Absence of chairman at general meeting	9
6.8	Conduct of general meetings	10
6.9	Adjournment of general meeting	10
6.10	Notice of adjourned meeting	10
6.11	Questions decided by majority	10
6.12	Equality of votes - casting vote for chairman	10
6.13	Declaration of results	11
6.14	Poll	11
6.15	Objection to voting qualification	11
6.16	Chairman to determine any poll dispute	11
7	Votes of members	11
7.1	Reference to present	11
7.2	Voting rights	11
7.3	NOT USED	12
7.4	Right to appoint a proxy	12
7.5	Right to appoint attorney	12
7.6	Right to appoint a representative	12
8	Directors	12
8.1	Number of directors	12
8.2	Eligibility	12
8.3	NOT USED	12
8.4	NOT USED	12
8.5	Make up of new directors	12
8.6	Election of directors	13
8.7	Election of chairman and deputy chairman	13
8.8	Other directors' term of office	13
8.9	Re-election	13
8.10	Service as chairman	13
8.11	NOT USED	13
8.12	Director elected at general meeting	13
8.13	Change of number of directors	14
8.14	Casual vacancy	14
8.15	Remuneration of directors	14
8.16	Director's reimbursement must be approved	14
8.17	Director's interests	14
8.18	Vacation of office	15
9	Powers and duties of directors	15
9.1	Directors to manage company	15
9.2	Specific powers of directors	15
9.3	Appointment of attorney	15
9.4	Provisions in power of attorney	16
9.5	Minutes	16

10 Proceedings of directors.....	16
10.1 Directors meetings	16
10.2 Director may convene a meeting	16
10.3 Questions decided by majority	16
10.4 Alternate director or proxy and voting	16
10.5 Chairman's casting vote.....	16
10.6 Quorum	16
10.7 Three directors can constitute a quorum	16
10.8 Effect of vacancy.....	17
10.9 Appointment of alternate director.....	17
10.10 Alternate director and meetings	17
10.11 Alternate director's powers.....	17
10.12 Alternate director responsible for own acts and defaults	17
10.13 Alternate director and remuneration	17
10.14 Termination of appointment of alternate director	17
10.15 Appointment or termination in writing.....	17
10.16 Alternate director and number of directors.....	17
10.17 Director attending and voting by proxy	17
10.18 Convening meetings	18
10.19 Chairman to preside over directors' meeting	18
10.20 Directors' committees.....	18
10.21 Powers delegated to directors' committees	18
10.22 Directors' committee meetings.....	18
10.23 Circulating resolutions.....	18
10.24 Meeting by use of technology	19
10.25 Validity of acts of directors	19
11 Chief Executive	19
12 Secretary	19
12.1 Appointment of <i>secretary</i>	19
12.2 Suspension and removal of secretary.....	19
12.3 Powers, duties and authorities of secretary	19
13 Seals	19
13.1 Safe custody of common seals	19
13.2 Use of common seal	20
14 Inspection of records	20
14.1 Inspection by members	20
14.2 Right of a member to inspect	20
15 Service of documents.....	20
15.1 Document includes notice	20
15.2 Methods of service	20
15.3 Post	20
15.4 Fax or electronic transmission	20
16 Indemnity	21
16.1 Indemnity of officers, auditors and agents	21
16.2 Insurance.....	21
17 Winding up	21
18 Accounts	22

19 Definitions and interpretation	22
19.1 Definitions.....	22
19.2 Interpretation	23
19.3 Corporations Act.....	23
19.4 Headings	23
19.5 Powers	24
19.6 Constitution	24

1 Objects and powers of the company

1.1 Objects

The objects of the *company* are:

- a) to provide quality certification services with respect to gas, electrical, plumbing, drainage and similar type products (Products);
- b) to support efforts of industry in improving the safety, reliability and environmental performance of Products for the benefit of the Australian community;
- c) to liaise and encourage information exchange with organisations involved in the manufacture, supply, compliance testing and assessment of Products both in Australia and internationally;
- d) to advance knowledge and stimulate innovation and research in respect of Products for the benefit of the Australian community;
- e) maintain and preserve the historic records of the *company*;
- f) to do everything that the *company* may consider incidental to or conducive to the furtherance of those objects or any of them.

1.2 Powers

For the purpose of carrying out its objects, the *company* has all the powers conferred on it by the *Corporations Act*.

2 Income, payments and property

2.1 Company's application of income

All the *company's* profits (if any), other income and property, however derived, must be applied only to promote its objects.

2.2 No dividends, bonus or profit to be paid to members

None of the *company's* profits, other income or property may be paid or transferred to the *members*, directly or indirectly, by any means.

2.3 Payments in good faith

Subject to *article 8.15*, *article 2.2* does not prevent the payment in good faith to an officer or *member*, or to a firm of which an officer or *member* is a partner:

- a) of remuneration for services to the *company*;
- b) for goods supplied to the *company* in the ordinary course of business;
- c) of interest on money borrowed from them by the *company* at a rate not exceeding the rate fixed for the purposes of this *article 2.3* by the *company* in general meeting; or
- d) of reasonable rent for premises let by them to the *company*.

2.4 Application of property on winding up

If any property remains on the winding-up or dissolution of the *company* and after satisfaction of all its debts and liabilities, that property may not be paid to or distributed amongst the *members* but must be given or transferred to some other *organisation*:

- a) having objects similar to those of the *company*; and
- b) whose constitution prohibits the distribution of its income and property among its members to an extent at least as great as that imposed on the *company* under this constitution.

The *organisation* is to be determined by the *members* at or before the time of dissolution.

3 Membership

3.1 Who are the members

The *members* of the *company* are, subject to *article* 3.9, those persons who have paid a subscription in accordance with *article* 4.2.

3.2 What are the classes of membership

The classes of *membership* of the *company* are:

- a) *full members*; and
- b) *associate members*.

There are two categories of *full members*:

- c) *certificate holders*; and
- d) *miscellaneous members*.

3.3 Rights of full members

A *full member* has the right to:

- a) if a body corporate, appoint and remove representatives according to section 250D of the *Corporations Act*,
- b) notice of and attend every general meeting of the *company*; and
- c) exercise at any general meeting of the *company* that number of votes determined according to *article* 7.2.

3.4 Right of associate members

Each *associate member* has:

- a) if it is a body corporate, the right to appoint and remove representatives under section 250D of the *Corporations Act*,

- b) the right to notice of every general meeting of the *company*;
- c) the right to attend and speak at every general meeting of the *company*;
- d) the right to vote conferred by *article 3.5(b)(ii)*; but
- e) no right to vote at any general meeting.

3.5 Directors may create and vary classes and class rights

The *directors* may, subject to this constitution and the *Corporations Act*:

- a) with the consent in writing of 75% of the *full members*, establish any new class of *members* and define the rights, restrictions and obligations of *members* in that class; and
- b) vary or cancel the rights, restrictions and obligations of *members* in any new or existing class, if:
 - i. 75% of the *members* of that class give their written consent; or
 - ii. a special resolution to that effect is passed at a separate meeting of those *members*.

parts 5 and 6 apply, so far as they are capable of application, and with the necessary changes, to meetings of every separate class.

3.6 Application for membership

An application for *membership* as a *full member* or an *associate member* must:

- a) be in writing in the form from time to time determined by the *directors*; and
- b) state:
 - i. the class of *membership* for which application is made;
 - ii. if there are different categories within that class of *membership*, the category in respect of which that class of *membership* sought;
 - iii. state that, if admitted to *membership*, the applicant will be bound by this constitution; and
 - iv. be accompanied by payment of that amount as the *directors* may determine from time to time to be payable by applicants for *membership* of the class and category sought.

3.7 Admission to membership

Applications for admission to *full membership* or *associate membership* are to be considered by the *directors* at their next meeting after the application is received.

An application may be rejected at the discretion of the *directors* and they need not give reasons for doing so.

An applicant is admitted to *full membership* or *associate membership* if their application is approved by the *directors*.

The class and category of *membership* to which an applicant is admitted is at the discretion of the *directors*, and they may admit an applicant (**non-qualifying applicant**) to *membership* of any class and category notwithstanding that the applicant does not meet some or all of the criteria required to be satisfied by *members* of that class and category.

3.8 Unincorporated bodies and associations as members

Where an applicant for *membership* is an unincorporated body or association, it must nominate a natural person normally resident in Australia and of full legal capacity to act as its nominee to apply for and, as its nominee, hold, the relevant class of *membership*.

An unincorporated body or association whose nominee applies for *membership* must, at the time of the application, lodge with the *secretary* the signed consent of the nominee to act in that capacity.

Where a person is a *member* in a nominee capacity for an unincorporated body or association, that capacity must be disclosed in the *company's* register of *members* (for example "John Smith as nominee of XYZ, an unincorporated body or association").

3.9 Ceasing to be a member

A *member* ceases to be a *member*:

- a) on resignation;
- b) on death;
- c) on becoming bankrupt or insolvent or making an arrangement or composition with creditors of the person's joint or separate estate generally;
- d) on becoming of unsound mind or someone whose person or estate is liable to be dealt with in any way under a law relating to mental health;
- e) if that *member* fails to pay any subscription in accordance with *article* 4.2:
- f) if;
 - (i) in the opinion of the *directors*, that *member* (or in the case of a *nominee member*, the unincorporated body or association for which they are nominee) ceases to satisfy the criteria for admission to *membership* of any class and category; or
 - (ii) in the case of a non-qualifying applicant admitted to *membership* at the *director's* discretion under *article* 3.7, the *directors* resolve that their *membership* should cease;
- g) in the circumstances described in *article* 3.10 and 3.11 or (if they are a *nominee member*) 3.12; or
- h) if a corporation, being dissolved or otherwise ceasing to exist, having a liquidator or provisional liquidator appointed to it, or being unable to pay its debts.

3.10 Resignation

A *member* may by written notice to the *company* resign their *membership* with immediate effect or with effect from a specified date occurring not more than 12 months after the service of the notice.

3.11 Termination

Notwithstanding any other *article* of this constitution, the *directors* may by written notice to a *member* terminate their *membership* with immediate effect or with effect from a specified date occurring not more than 12 months after service of the notice.

3.12 Ceasing to be a nominee

An unincorporated body or association whose nominee is a *member*, by notice in writing under the hand of its president (or equivalent officer) to the *secretary*:

- a) may from time to time revoke its nominee's appointment and appoint a new nominee in the place of one who resigns or whose appointment is revoked or otherwise ceases; and
- b) must do so if an event of the kind referred to in *article* 3.9(a), (b), (c) or (d) occurs in respect of its nominee.

A new nominee becomes, in that capacity, a *member* of the relevant class and category, when the notice of his appointment is received by the *secretary*.

3.13 No claim against the Company

No *member* whose *membership* ends has any claim against the *company* for damages or otherwise.

3.14 Membership cannot be dealt with

A right, privilege or obligation which a person has by reason of being a *member*:

- a) is not capable of being disposed of or made the subject of any trust; and
- b) ends when that person's *membership* ends.

3.15 Limited liability

The *members* have no liability as *members* except as set out in *article* 17.

4 Membership subscriptions

4.1 Directors to determine

The *directors* must determine the subscriptions to be paid by *members* for each *financial year*.

The *directors* may determine:

- a) different subscriptions for different classes of *membership* and for different categories within any class; and
- b) that the subscription for a class of *membership* or category is zero.

4.2 Timing

The *directors* must notify the *members* of the subscriptions (if any) payable by them as soon as reasonably practicable after the beginning of each *financial year*.

Subject to *article 4.3*, each *member* must pay the subscription for which it is liable under this constitution in respect of a *financial year* no later than the date in that *financial year* determined by the *directors*.

4.3 Directors may grant concessions

The *directors* may:

- a) defer the obligations of a *member* to pay their subscriptions;
- b) reduce the subscriptions payable by a *member*, or
- c) agree to the payment by a *member* of their subscription by setting off, in whole or in part, against the amount of the subscription, any amount owed by the *company* to that *member*,

if:

- d) the *directors* are satisfied that:
 - (i) there are reasonable grounds for doing so; and
 - (ii) the *company* will not be materially disadvantaged as a result; and
- e) in the case of the deferral or reduction of a subscription, that *member* agrees to pay the amount deferred or the reduced amount (as the case may be) within a time fixed by the *directors*.

4.4 Former members remain liable

Any *member* whose *membership* ends remains liable to the *company* for all subscriptions due by them to the *company* before their *membership* ended.

If any subscriptions have been paid in advance, no amount is refundable to any *member* whose *membership* has ended unless first approved by the *directors*.

5 General meetings

5.1 Annual general meeting

Annual general meetings of the *company* are to be held according to the *Corporations Act*.

5.2 Power to convene general meeting

The *directors* may convene a general meeting when they think fit and must do so if required to do so under the *Corporations Act*.

5.3 Members have power to convene general meeting

Either:

- a) a *director*; or
- b) any two or more *members* (other than *associate members*),

may convene a general meeting at the cost of the *company* if there are insufficient *directors* in office to constitute a quorum according to *article* 10.6.

5.4 Notice of general meeting

Notice of a meeting of *members* must be given according to part 15 and the *Corporations Act*.

5.5 Directors entitled to attend general meetings

A *director* is entitled to receive notice of and attend and speak at all general meetings.

5.6 Cancellation or postponement of general meeting

Where a general meeting (including an annual general meeting) is convened by the *directors* they may, if they think fit, cancel the meeting or postpone the meeting to a date and time they determine.

However, this *article* does not apply to a meeting convened:

- a) by *members* according to the *Corporations Act*,
- b) by the *directors* at the request of *members*; or
- c) by a court.

5.7 Written notice of cancellation or postponement of general meeting

Notice of cancellation or postponement of a general meeting must state the reason for doing so and be given to:

- a) each *member* individually; and
- b) each other person entitled to a notice of a general meeting under the *Corporations Act*.

5.8 Contents of notice postponing general meeting

A notice postponing a general meeting must specify:

- a) the new date and time for the meeting;
- b) the place where the meeting is to be held, which may be either the same as or different to the place specified in the notice originally convening the meeting; and
- c) if the meeting is to be held in two or more places, the technology that will be used to hold the meeting in that manner.

5.9 Number of clear days for postponement of general meeting

The number of clear days from the giving of a notice postponing a general meeting to the date specified in that notice for the postponed meeting may not be less than the number of clear days' notice of the general meeting required to be given by this constitution or the *Corporations Act*.

5.10 Business at postponed general meeting

The only business that may be transacted at a postponed general meeting is the business specified in the notice originally convening the meeting.

5.11 Proxy, attorney or representative at postponed general meeting

Where:

- a) by the terms of an instrument appointing a proxy, attorney or **representative**, they are authorised to attend and vote at a general meeting to be held on a specified date or at a general meeting or general meetings to be held on or before a specified date; and
- b) the date for the meeting is postponed to a date later than the date specified in the instrument,

then that later date is substituted for the date specified in the instrument, unless the appointing *member* notifies the *company* in writing to the contrary at least 48 hours before the time at which the postponed meeting is to be held.

5.12 Non-receipt of notice

The non-receipt of a notice convening, cancelling or postponing a general meeting by, or the accidental omission to give a notice of that kind to, a person entitled to receive it, does not invalidate any resolution passed at the general meeting or at a postponed meeting or the cancellation or postponement of the meeting.

6 Proceedings at general meetings

6.1 Reference to a member

Unless the contrary intention appears, a reference to a *member* in this *part 6* means a person who is:

- (a) a *member*;
- (b) a proxy;
- (c) an attorney; or
- (d) a *representative*.

6.2 Number for a quorum

Subject to *article 6.5* six *full members* present are a quorum at a general meeting.

6.3 Requirement for a quorum

An item of business may not be transacted at a general meeting unless a quorum is present when the meeting proceeds to consider it.

If a quorum is present at the beginning of a meeting it is taken to be present throughout the meeting unless the *chairman* of the meeting on their own motion or at the request of a *member*, present declares otherwise.

6.4 Quorum and time

If within 30 minutes after the time appointed for a general meeting a quorum is not present, the meeting:

- a) if convened by, or on requisition of, *members* is dissolved; and
- b) in any other case stands adjourned to the same day in the next week and the same time and place, or to such other day, time and place as the *directors* appoint by notice to those entitled to notice of the meeting.

6.5 Adjourned meeting

At a meeting adjourned under *article* 6.4(b), four persons each being a *full member*, proxy or attorney present at the meeting are a quorum.

If a quorum is not present within 30 minutes after the time appointed for the adjourned meeting, the meeting is dissolved.

6.6 Appointment and powers of chairman of general meeting

If the *directors* have elected one of their number as *chairman*, that person is entitled to preside as chairman at a general meeting.

6.7 Absence of chairman at general meeting

If a general meeting is held and:

- a) a *chairman* has not been elected by the *directors*; or
- b) the elected *chairman* is not present within 30 minutes after the time appointed for the holding of the meeting or is unable or unwilling to act,

the following may preside as chairman of the meeting (in order of precedence):

- c) the *deputy chairman* (if any);
- d) a *director* chosen by a majority of the *directors* present;
- e) the only *director* present; or
- f) a *member* chosen by a majority of the *full members* present.

6.8 Conduct of general meetings

The chairman of a general meeting:

- a) has charge of the general conduct of the meeting and of the procedures to be adopted at the meeting;
- b) may require the adoption of any procedure which is in the chairman's opinion necessary or desirable for proper and orderly debate or discussion and the proper and orderly casting or recording of votes at the general meeting; and
- c) may, having regard where necessary to the *Corporations Act*, terminate discussion or debate on any matter whenever the chairman considers it necessary or desirable for the proper conduct of the meeting,

and a decision by the chairman under this *article* is final.

6.9 Adjournment of general meeting

The chairman of a general meeting may at any time during the meeting adjourn the meeting or any business, motion, question, resolution, debate or discussion being considered or remaining to be considered by the meeting.

The adjournment may be either to a later time at the same meeting or to an adjourned meeting at any time and any place, but:

- a) in exercising this discretion, the chairman may, but need not, seek the approval of the *members* present. Unless required by the chairman, a vote may not be taken or demanded by the *members* present in respect of any adjournment; and
- b) only unfinished business is to be transacted at a meeting resumed after an adjournment.

6.10 Notice of adjourned meeting

It is not necessary to give any notice of an adjournment or of the business to be transacted at any adjourned meeting unless a meeting is adjourned for one month or more.

If a meeting is adjourned for one month or more, notice of the adjournment must be given in accordance with *article* 5.4.

6.11 Questions decided by majority

Subject to the requirements of the *Corporations Act*, and this constitution a resolution is taken to be carried if a simple majority of the votes cast on the resolution are in favour of it.

6.12 Equality of votes - casting vote for chairman

If there is an equality of votes, whether on a show of hands or on a poll, the chairman of the general meeting is entitled to a casting vote in addition to any votes to which the chairman is entitled as a *member*.

6.13 Declaration of results

At any general meeting a resolution put to the vote of the meeting must be decided on a show of hands unless a poll is properly demanded and the demand is not withdrawn.

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 of the *company*, is conclusive evidence of the fact.

Neither the chairman nor the minutes need state, and it is not necessary to prove, the number or proportion of the votes recorded in favour of or against the resolution.

6.14 Poll

If a poll is properly demanded, it must be taken in the manner and at the date and time directed by the chairman and the result of the poll is the resolution of the meeting at which the poll was demanded.

A poll demanded on the election of a chairman or on a question of adjournment must be taken immediately.

A demand for a poll may be withdrawn.

A demand for a poll does not prevent the continuance of the meeting for the transaction of any business other than the question on which the poll has been demanded.

6.15 Objection to voting qualification

Objection may not be raised to the right of a person to attend or vote at a meeting or adjourned meeting or to vote on a poll except at that meeting or adjourned meeting or when that poll is taken.

Every vote not disallowed at the meeting or adjourned meeting or when the poll is taken is valid.

6.16 Chairman to determine any poll dispute

If there is a dispute as to the admission or rejection of a vote, the chairman of the meeting must decide it and the chairman's decision made in good faith is final and conclusive.

7 Votes of members

7.1 Reference to present

Unless the contrary intention appears, a reference in this *part 7* to a *full member* present is a reference to a *full member* present in person or by proxy, attorney or *representative*.

7.2 Voting rights

Subject to:

- a) the rights and any restrictions attached to or affecting any class or category of *members*; and

b) any other restrictions in this constitution,

on a show of hands and on a poll, each *full member* present has one vote.

7.3 NOT USED

7.4 Right to appoint a proxy

Subject to the *Corporations Act*, a *member* entitled to attend at a meeting of the *company* or of any class or category of *members* is entitled to appoint another person (whether a *member* or not) as proxy to attend in the *member's* place at the meeting.

A proxy has the same right as the *member* to speak and (in the case of a *full member*) vote at the meeting and may be appointed in respect of more than one meeting.

7.5 Right to appoint attorney

A *member* may appoint an attorney to act on the *member's* behalf at all or any meetings of the *company* or of any class or category of *members*.

To be effective, an instrument appointing an attorney under this clause, together with any evidence of non-revocation the *directors* require, must be received by the *company* at least 48 hours before the meeting.

7.6 Right to appoint a representative

Each *member* which is a body corporate is entitled under the *Corporations Act* to appoint a *representative* to attend general meetings of the *company*.

8 Directors

8.1 Number of directors

The number of *directors* is to be not less than three nor more than 10.

8.2 Eligibility

Subject to *article 8.5*, a person is not eligible to be elected or appointed as a *director* unless that person:

- a) is a natural person who is a *full member*, or
- b) is a natural person who has been nominated for election or appointed by a *full member*.

8.3 NOT USED

8.4 NOT USED

8.5 Make up of new directors

The *directors* are to include, to the extent that it is reasonably practicable to do so:

- a) a person with significant Product technical regulatory experience.
- b) a *certificate holder*;
- c) consumer representative;
- d) a person with recognised technical skills and experience in the area of Products described in *article 1.1(a)*, who is not associated with any *member*;
- e) a person with recognised business skills and experience, who is not associated with any *member*; and
- f) a person with recognised experience in dealing with legislative issues affecting business regulation, who is not associated with any *member*.

For the purposes of *articles 8.5(d)*, *(e)* and *(f)*, a person is associated with a *member* if, and only if, they are a director, officer or employee of that *member* or of a related body corporate of that *member*, or in receipt (directly or through an interposed entity) of remuneration or reward for services provided to or at the request of that *member* or a related body corporate of that *member*.

8.6 Election of directors

At each third annual general meeting, the *members* will elect up to ten *directors*.

8.7 Election of chairman and deputy chairman

At the first *directors'* meeting, after each annual general meeting at which an election is conducted according to *article 8.6*, the *directors* will elect a *chairman* and *deputy chairman* from amongst their number.

Those persons hold those offices until the next annual general meeting at which elections are to be conducted according to *article 8.6*.

8.8 Other directors' term of office

Subject to *articles 8.12* and *8.14* a *director* holds office for a term of three years from the conclusion of the annual general meeting at which they are elected until the conclusion of the annual general meeting at which they must retire.

8.9 Re-election

A retiring *director* is eligible for re-election.

8.10 Service as chairman

A retiring *chairman* who has held that office for two consecutive terms is eligible for re-election as a *director* but, until the *directors'* meeting following the third annual general meeting after his retirement as *chairman*, is not eligible for re-election or reappointment as *chairman*.

8.11 NOT USED

8.12 Director elected at general meeting

The *company* may, at a general meeting at which a *director* retires or otherwise vacates office, by resolution fill the vacated office by electing a person to that office.

8.13 Change of number of directors

Subject to *article* 8.1, the *company* in general meeting may by resolution increase or reduce the number of *directors*, and may alter the term of office of all or any of the *directors*.

8.14 Casual vacancy

The *directors* may at any time appoint a person to:

- a) be a *director*, either to fill a casual vacancy or as an addition to the existing *directors*; or
- b) to fill a casual vacancy in the office of *chairman* or *deputy chairman*,

provided that:

- c) the total number of *directors* does not exceed the maximum number under *article* 8.1; and
- d) if there is a casual vacancy in the office of *chairman*, the appointee had not held that office for six consecutive years ending at the conclusion of the previous annual general meeting.

A person appointed under this *article* holds office until the conclusion of the next annual general meeting of the *company* at which *directors* are elected and is eligible for election at that meeting.

8.15 Remuneration of directors

A *director* may be paid the remuneration from time to time fixed by the *company* in general meeting.

A *director* is also to be reimbursed out of the funds of the *company* for their reasonable travelling, accommodation and other expenses incurred when travelling to or from meetings of the *directors* or a Committee or when otherwise engaged on the affairs of the *company*.

8.16 Director's reimbursement must be approved

Any reimbursement to a *director* must be approved by the *directors*.

8.17 Director's interests

Subject to complying with the *Corporations Act* regarding disclosure of and voting on matters involving material personal interests, a *director* may:

- a) hold any office or place of profit in the *company*, except that of auditor;
- b) hold any office or place of profit in any other company, body corporate, trust or entity promoted by the *company* or in which it has an interest of any kind;
- c) enter into a contract or arrangement with the *company*;
- d) participate in any association, institution, fund, trust or scheme for past or present employees or directors of the *company* or persons dependent on or connected with them;
- e) act in a professional capacity (or be a member of a firm which acts in a professional capacity) for the *company*, except as auditor;

- f) participate in, vote on and be counted in a quorum for any meeting, resolution or decision of the *directors* and may be present at any meeting where any matter is being considered by the *directors*; and
- g) sign or participate in the execution of a document by or on behalf of the *company*.

A *director* may do any of those things despite the fiduciary relationship of the *director's* office:

- h) without any liability to account to the *company* for any direct or indirect benefit accruing to the *director*; and
- i) without affecting the validity of any contract or arrangement.

8.18 Vacation of office

In addition to the circumstances prescribed under the *Corporations Act*, the office of a *director* becomes vacant if the *director*:

- a) becomes of unsound mind or someone who is, or whose estate is liable to be dealt with in any way under a law relating to mental health;
- b) resigns office by notice in writing to the *company*; or
- c) is not present personally or by proxy or *alternate director* at meetings of the *directors* for a continuous period of nine months without leave of absence from the *directors*.

9 Powers and duties of directors

9.1 Directors to manage company

The *directors* are to manage the business of the *company* and may exercise all the powers of the *company* that are not, by the *Corporations Act* or by this constitution, required to be exercised by the *company* in general meeting.

9.2 Specific powers of directors

Without limiting *article* 9.1, the *directors* may:

- a) exercise all the powers of the *company* to borrow or raise money, to charge any property or business of the *company* or all of its uncalled capital and to issue debentures or give any other security for a debt, liability or obligation of the *company* or of any other person; and
- b) do everything which in their opinion is necessary or convenient for implementing the objects of the *company*.

9.3 Appointment of attorney

The *directors* may appoint any person to be the attorney of the *company* for the purposes and with the powers, authorities and discretions held by the *directors* for the period and subject to the conditions they think fit.

9.4 Provisions in power of attorney

A power of attorney granted under *article* 9.3 may contain any provisions for the protection and convenience of persons dealing with the attorney that the *directors* think fit and may also authorise the attorney to delegate (including by way of appointment of a substitute attorney) all or any of the powers, authorities and discretions of the attorney.

9.5 Minutes

The *directors* must direct minutes of meetings to be made and kept according to the *Corporations Act*.

10 Proceedings of directors

10.1 Directors meetings

The *directors* may meet together for conducting business, adjourn and otherwise regulate their meetings as they think fit.

10.2 Director may convene a meeting

A *director* may at any time, and the *secretary* must on the written request of a *director*, convene a meeting of the *directors*.

10.3 Questions decided by majority

A question arising at a meeting of *directors* is to be decided by a majority of votes of *directors* present and entitled to vote and that decision is for all purposes a decision of the *directors*.

10.4 Alternate director or proxy and voting

A person who is present at a meeting of *directors* as an *alternate director* or as a proxy for another *director* has one vote for each absent *director* who would be entitled to vote if present at the meeting and for whom that person is an *alternate director* or proxy.

If that person is also a *director*, they have one vote as a *director* in that capacity.

10.5 Chairman's casting vote

In the event of an equality of votes the chairman of the meeting has a casting vote, unless only two *directors* are present and entitled to vote at the meeting on the question.

10.6 Quorum

Until otherwise determined by the *directors*, four *directors* present in person or by proxy are a quorum.

10.7 Three directors can constitute a quorum

Notwithstanding *article* 10.6, a quorum is present during the consideration of a matter at a meeting of the *directors* only if at least three *directors* are present who are entitled to vote on any motion that may be moved at the meeting in relation to that matter.

10.8 Effect of vacancy

The continuing *directors* may act despite a vacancy in their number. However, if their number is reduced below the minimum fixed by *article* 8.1, the continuing *directors* may, except in an emergency, act only for the purpose of filling vacancies to the extent necessary to bring their number up to that minimum or for calling a general meeting.

10.9 Appointment of alternate director

Subject to the *Corporations Act*, a *director* may appoint a person approved by a majority of the other *directors*, to be an *alternate director* in the *director's* place for a period that the *director* thinks fit.

10.10 Alternate director and meetings

An *alternate director* is entitled to notice of all meetings of the *directors* and, if the appointor does not attend a meeting, is entitled to attend and vote in the appointor's place.

10.11 Alternate director's powers

An *alternate director* may exercise all the powers of the appointor except the power to appoint an *alternate director* and, subject to the *Corporations Act*, may perform all the duties of the appointor that the appointor has not exercised or performed.

10.12 Alternate director responsible for own acts and defaults

While acting as a *director*, an *alternate director* is responsible to the *company* for the *alternate director's* own acts and defaults and the appointor is not responsible for them.

10.13 Alternate director and remuneration

An *alternate director* is not entitled to receive from the *company* any remuneration or benefit under *article* 8.15.

10.14 Termination of appointment of alternate director

The appointment of an *alternate director* may be terminated at any time by the appointor even if the period of the appointment of the *alternate director* has not expired, and terminates in any event if the appointor ceases to be a *director*.

10.15 Appointment or termination in writing

The appointment, or the termination of an appointment, of an *alternate director* must be effected by a notice in writing signed by the *director* who makes or made the appointment and delivered to the *company*.

10.16 Alternate director and number of directors

The *alternate director* is not to be taken into account separately from the appointor in determining the number of *directors*.

10.17 Director attending and voting by proxy

A *director* may attend and vote by proxy at a meeting of the *directors* if the proxy:

- a) is another *director*; and
- b) has been appointed in writing signed by the appointor.

The appointment may be general or for one or more particular meetings.

10.18 Convening meetings

A *director* may, and the *secretary* on the request of a *director* must, convene a meeting of the *directors*.

10.19 Chairman to preside over directors' meeting

The *chairman* is entitled to preside at meetings of the *directors*.

If the *chairman* is not present and able and willing to act within 30 minutes after the time appointed for a meeting or has signified an intention not to be present and able and willing to act, the following may preside (in order of entitlement):

- a) the *deputy chairman*; or
- b) a *director* chosen by a majority of the *directors* present.

10.20 Directors' committees

The *directors* may delegate any of their powers to committees consisting of those persons that they think fit and may revoke that delegation.

10.21 Powers delegated to directors' committees

A committee to which any powers have been delegated under *article* 10.20 must exercise those powers according to any directions of the *directors*.

Those powers are then taken to have been exercised by the *directors*.

10.22 Directors' committee meetings

Subject to *article* 10.21, the provisions of this constitution as to the meetings and proceedings of the *directors* apply, so far as they are capable of application and with the necessary changes, to meetings and proceedings of committees.

10.23 Circulating resolutions

The *directors* may pass a resolution without a *directors'* meeting being held if all of the *directors* who are entitled to vote on the resolution sign a document containing a statement that they are in favour of the resolution set out in the document.

Separate copies of a document may be used for signing by *directors* if the wording of the resolution and statement is identical in each copy.

The resolution is passed when the last *director* signs.

10.24 Meeting by use of technology

A *directors'* meeting may be called or held using any technology to which each *director* has consented.

The consent may be a standing one.

A *director* may only withdraw their consent within a reasonable time before the meeting.

10.25 Validity of acts of directors

All acts done at a meeting of the *directors* or of a committee of *directors*, or by a person acting as a *director*, are valid even if it is afterwards discovered that there was some defect in the appointment, election or qualification of any of them or that any of them were disqualified or had vacated office.

11 Chief Executive

The *directors* may appoint a *chief executive*.

The *directors* may give a *chief executive* any of the powers conferred on them by this constitution, including, at the *director's* discretion:

- a) for any time period;
- b) for specific purposes; and
- c) subject to any other terms and restrictions.

All or any of those powers may be given collaterally with or to the exclusion of the powers of the *directors* and may be revoked or varied by the *directors*.

12 Secretary

12.1 Appointment of *secretary*

There must be at least one *secretary* who is to be appointed by the *directors*.

12.2 Suspension and removal of *secretary*

The *directors* may suspend or remove a *secretary* from that office.

12.3 Powers, duties and authorities of *secretary*

A *secretary* holds office on the terms and conditions (including as to remuneration) and with the powers, duties and authorities, determined by the *directors*.

13 Seals

13.1 Safe custody of common seals

The *directors* must provide for the safe custody of any seal of the *company*.

13.2 Use of common seal

If the *company* has a common seal or duplicate common seal:

- a) it may be used only with the authority of the *directors*; and
- b) every document to which it is affixed must be signed by a *director* and be countersigned by another *director*, a *secretary* or another person appointed by the *directors* to countersign that document or a class of documents in which that document is included.

14 Inspection of records

14.1 Inspection by members

Subject to the *Corporations Act*, the *directors* may determine whether and to what extent, and at what times and places and under what conditions, the accounting records and other documents of the *company* or any of them will be open to inspection by the *members* (other than *directors*).

14.2 Right of a member to inspect

A *member* (other than a *director*) does not have the right to inspect any document of the *company* except as provided by law or authorised by the *directors* or by the *company* in general meeting.

15 Service of documents

15.1 Document includes notice

In this *part* 15, a reference to a document includes a notice.

15.2 Methods of service

The *company* may give a document to a *member*:

- a) personally;
- b) by sending it by post to the address for the *member* in the Register or an alternative address nominated by the *member*; or
- c) by sending it to a fax number or electronic address nominated by the *member*.

15.3 Post

A document sent by post:

- a) if sent to an address in Australia, may be sent by ordinary post; and
- b) if sent to an address outside Australia, must be sent by airmail,

and in either case is taken to have been received on the day after the date of its posting.

15.4 Fax or electronic transmission

If a document is sent by fax or electronic transmission, delivery of the document is taken:

- a) to be effected by properly addressing and transmitting the fax or electronic transmission; and
- b) to have been delivered on the day following its transmission.

16 Indemnity

16.1 Indemnity of officers, auditors and agents

Every person who is or has been:

- a) a *director*;
- b) a *secretary*; or
- c) an executive officer of the *company*,

is entitled to be indemnified out of the property of the *company* against:

- d) every liability incurred by the person in that capacity (except a liability for legal costs); and
- e) all legal costs incurred in defending or resisting (or otherwise in connection with) proceedings, whether civil or criminal or of an administrative or investigatory nature, in which the person becomes involved because of that capacity, unless:
 - f) the *company* is forbidden by statute to indemnify the person against the liability or legal costs; or
 - g) an indemnity by the *company* of the person against the liability or legal costs would, if given, be made void by statute.

16.2 Insurance

The *company* may pay or agree to pay, whether directly or through an interposed entity, a premium for a contract insuring a person who is or has been a *director* or *secretary* or executive officer of the *company* against liability incurred by the person in that capacity, including a liability for legal costs, unless:

- a) the *company* is forbidden by statute to pay or agree to pay the premium; or
- b) the contract would, if the *company* paid the premium, be made void by statute.

17 Winding up

Each *member* undertakes to contribute to the *company's* property if the *company* is wound up while they are a *member* or within one year after they cease to be a *member*.

The contribution is for:

- a) payment of the *company's* debts and liabilities contracted before they ceased to be a *member*;
- b) the costs of winding up; and

c) adjustment of the rights of the contributories among themselves,
and the amount is not to exceed \$10.00 per *member*.

18 Accounts

The *directors* must cause the accounts of the *company* to be audited according to the requirements of the *Corporations Act* and any other applicable law.

19 Definitions and interpretation

19.1 Definitions

In this constitution unless the contrary intention appears:

Alternate director: means a person appointed as an alternate director by a director in accordance with *article* 10.9.

Article: means an *article* of this constitution.

Associate member: means a person who holds that class of *membership*, and **Associate membership** has a corresponding meaning.

Auditor: means the auditor for the time being of the *company*.

Certificate holder: means a person whose Product, as described in *article* 1.1 (a) has a current certificate of compliance for full or safety approval under the Rules Governing the Company's Certification Schemes.

Chairman: means the chairman of *directors* of the *company*.

Chief Executive: means a person appointed to that office under *article* 11.

Company: means The Australian Gas Association ABN 98004206044 trading as "AGA"..

Corporations Act: means the *Corporations Act* 2001 (Cth).

Deputy Chairman: means the deputy chairman of the *directors* of the *company*.

Director: means a director of the *company*.

Directors: means all or some of the directors of the *company* acting as a board.

Financial year: means the period from 1 July in any year to 30 June in the next (both inclusive).

Full member: means a person who holds that class of *membership*, and **full membership** has a corresponding meaning.

Member: means a member of the *company* and **membership** has a corresponding meaning.

Miscellaneous members: "means *Full members* other than *Certificate holders* who have been admitted to *membership* on the basis that they have first satisfied the *Directors*, of their real and significant interest in the objects of the *Company set out in Article 1.1* and the furtherance of those objects or any of them."

Nominee member: means a person who holds their *membership* as the nominee of an unincorporated body or association.

Organisation: means a body corporate or an unincorporated body or association, but does not include an institution.

Part: means a part of this constitution.

Registered office: means the registered office for the time being of the *company*.

Secretary: means a person appointed as a secretary of the *company*, and where appropriate includes an acting secretary and a person appointed by the *directors* to perform all or any of the duties of a secretary of the *company*.

19.2 Interpretation

In this constitution:

- (a) the word **person** includes a firm, a body corporate, an unincorporated association or an authority;
- (b) the singular includes the plural and vice versa;
- (c) where a word or phrase is given a particular meaning, other parts of speech and grammatical forms of that word or phrase have corresponding meanings;
- (d) a reference to **writing** includes typewriting, printing, telex, telegram, facsimile, email and other modes of representing or reproducing words in a visible form;
- (e) a power, an authority or a discretion given to a *director*, the *directors*, the *company* in general meeting or a *Member* may be exercised from time to time and at any time;
- (f) a day is to be interpreted on the period of time commencing at midnight and each 24 hours later; and
- (g) the words “include”, “includes” and “including” are not used as, nor are they to be interpreted as, words of limitation, and, when introducing an example do not limit the meaning of the words to which the example relates to that example or examples of a similar kind.

19.3 Corporations Act

In this constitution unless the contrary intention appears:

- (a) an expression has, in a provision of this Constitution that deals with a matter dealt with by a particular provision of the *Corporations Act*, the same meaning as in that provision of the *Corporations Act*; and
- (b) **section** means a section of the *Corporations Act*.

The provisions of the *Corporations Act* that apply as replaceable rules are displaced by this constitution and accordingly do not apply to the *company*.

19.4 Headings

Headings are inserted for convenience and do not affect the interpretation of this constitution.

19.5 Powers

Powers conferred on the *company*, the *directors*, a committee of *directors*, a *director* or a *member* may be exercised at any time and from time to time.

19.6 Constitution

A reference to this constitution is a reference to it as amended from time to time.