

235V: Incorporates alterations of 01/02/2017 in matter R2016/287

I CERTIFY under section 161 of the Fair Work (Registered Organisations) Act 2009 that the pages herein numbered 1 to 30 both inclusive contain a true and correct copy of the registered rules of VANA Limited

DELEGATE OF GENERAL MANAGER

FAIR WORK COMMISSION

[IMPORTANT: Enquiries about these rules or other rules relating to this organisation which are currently in force may be directed to any office of the Fair Work Commission.]

Rules of VANA Limited Contents

1. INTERPRETATION.....	1
2. VANA'S NAME AND STATUS.....	3
3. OBJECTS OF VANA.....	4
4. APPLICATION OF VANA'S PROPERTY.....	4
5. LIABILITY OF MEMBERS.....	5
6. WINDING UP.....	5
7. MEMBERSHIP.....	6
8. MEMBER'S REPRESENTATIVE.....	7
9. SUBSCRIPTION.....	8
10. CESSATION OF MEMBERSHIP.....	9
12. TERMINATION OF MEMBERSHIP.....	9
13. BOARD.....	11
14. ELECTION OF BOARD.....	11
15. ELECTION OF BOARD MEMBERS.....	12
16. DISMISSAL OF OFFICE-HOLDERS.....	13
17. POWERS, DUTIES AND REMUNERATION OF DIRECTORS.....	14
18. PROCEEDINGS OF DIRECTORS.....	16
19. INDEMNITY.....	18
20. THE EXECUTIVE.....	18
21. ELECTION OF EXECUTIVE.....	19
22. THE TREASURER.....	20
22A. ELECTORAL ROLL.....	20
23. CONDUCT OF THE BALLOT.....	20
24. SCRUTINEERS.....	23
25. ANNUAL AND OTHER GENERAL MEETINGS.....	23
26. PROCEDURE AT MEETINGS OF THE ASSOCIATION.....	23
27. ACCOUNTS.....	25
28. LOANS, GRANTS AND DONATIONS.....	25
29. ALTERATION TO ARTICLES.....	25
30. INDUSTRIAL RELATIONS.....	25
31. AUDITOR.....	25
32. GROUPS.....	25
33. CONTRIBUTION.....	26
34. SEAL.....	26
35. INSPECTION OF RECORDS.....	26
36. NOTICES.....	26
37. REGISTERED ORGANISATION DISCLOSURE REQUIREMENTS.....	27

VANA LIMITED - CONSTITUTION

1. INTERPRETATION

1.1 Definitions

1. In this Constitution, the following expressions have the following meanings:

"Associate Member" means an associate member of VANA pursuant to clause 7.3.

"Board" means the board of Directors of VANA.

"Constitution" means this constitution as amended from time to time or as substituted and replaced.

"Country Director" means a Director whose business is in the Country Zone.

"Country Zone" means all areas of Victoria except the Metropolitan Zone.

"Director" means a director of VANA.

"Executive Directors" means those Directors elected by the Board as Executive Directors pursuant to clause 20 to hold the offices of Chairperson, Vice Chairperson, Treasurer and Other Executive Director.

"Life Member" means a person appointed as a Member for life pursuant to clause

"Major Circulation Agreement" means either a Major Daily Newspaper Agreement or a Major Magazine Agreement.

"Major Daily Newspaper Agreement" means a direct written agreement between a agent and a publisher of a major daily newspaper which is a newspaper that:

- (a) is distributed throughout Victoria;
- (b) is distributed on each or at least on average 5 days each week; or
- (c) is distributed in the local market place for newspapers in such amounts that it on average constitutes at least 50% of the weekly total newspaper circulation for that area; and
- (d) is any other newspaper that the Board from time to time declares as to be a major daily newspaper.

"Major Magazine Agreement" means a direct written agreement between a Newsagent and a publisher of magazines that are distributed in such amounts and at such frequencies as the Board considers necessary.

"Member" means a member of VANA pursuant to clause 7.

"Metropolitan Director" means a Director whose business is in the Metropolitan Zone.

"Metropolitan Zone" means any area in Victoria located on a Greater Melbourne Map as indicated in the Melway Greater Maps. In order to avoid confusion, the Greater Melbourne maps are maps 1A-2T and 3-387 in the 1997 edition of the Melway Map.

1. INTERPRETATION

"Newsagency" means the business of selling or circulation of newspapers, periodicals and similar publications which may also be conducted in conjunction with the retail of stationery, greeting cards, toys, novelties and other articles commonly sold in Newsagents' shops.

"Newsagent" means a person who principally conducts a Newsagency business.

"Non-Member" means a person who is not a Member of VANA and is not eligible to apply to be a Member of VANA.

"Non-Member Director" means the Director specified in clause 13.1(c).

"Objects" means the objects of VANA described in clause 3.1.

"Office" means the office of a holder of an office.

"Office-holders" means the Directors and includes Executive Directors.

"Ordinary Director" means a Director other than an Executive Director.

"Scrutineer" means a person appointed as such under clause 24 in relation to any election required in accordance with this Constitution.

"Seal" means the common seal of VANA.

"The Act" means the Corporations Law or any statutory modification amendment or re-enactment thereof for the time being in force and any reference to any provision thereof is to that provision as so modified amended or re-enacted.

"VANA" means VANA Limited.

1.2 Construction

In this Constitution, unless the context otherwise requires:

- (a) Australia. A reference to Australia is a reference to the Commonwealth of Australia.
- (b) Business Day. If a person is required to pay money or do an act or thing on a day that is not a Business Day, then the person may pay the money or do the act or thing on the next Business Day.
- (c) Collective references. Reference to a thing (including an amount) is a reference to all or any part of it and a reference to a group of things or persons is a reference to any one or more of them.
- (d) Corporations Law defined terms. Except as far as the contrary intention appears in these clauses, where a clause deals with a matter also dealt with by a provision of the Act, the expression has the same meaning as in that provision.
- (e) Defined expressions. If a word or phrase is defined, a related word or phrase has the corresponding definition.
- (f) Division 10. Division 10 of Part 1.2 of the Act applies to these clauses as if they were an instrument made under the Act in force on the day when these clauses become binding on VANA.

2. VANA'S NAME AND STATUS

- (g) Gender. A reference to a gender includes the other genders.
- (h) Headings. A heading must be ignored in construing this document.
- (i) Inclusive terms. If an inclusive term is used, such as "includes" or "including", then this must be construed as "includes, without limitation" or "including, without limitation".
- (j) Joint liability. An obligation on two or more parties binds each partly jointly and severally.
- (k) Joint obligation. An obligation incurred in favour of two or more parties may be enforced by each of those parties jointly and severally.
- (l) Numbers. A word in the singular form includes the plural, and vice versa.
- (m) Person. A reference to a person includes a corporation or body politic.
- (n) Register. A reference to the register means the register of Members and includes where appropriate a reference to a branch register.
- (o) Section. A reference to a section is a reference to a section of the Act.
- (p) Statutory amendment. A reference to a statute (including without limitation, the Act), ordinance, code or other law includes:
 - (i) a regulation and other statutory instrument under it; and
 - (ii) a consolidation, amendment, re-enactment or replacement of any of them.
- (q) Variation. A reference to this or any other document includes the document as varied or replaced.
- (r) Writing. A reference to writing includes any mode of representing or reproducing words in tangible and permanently visible form, and includes a telex, facsimile or electronic mail transmission.

2. VANA'S NAME AND STATUS

2.1 Name

The name of the association is VANA Limited.

2.2 Industry

The industry in or in connection with which VANA is formed is the Newsagency industry.

2.3 Public company

VANA is a public company.

2.4 Company limited by guarantee

VANA is a company limited by guarantee.

4. APPLICATION OF VANA'S PROPERTY

2.5 Replaceable Rules do not apply

The Replaceable Rules in the Act do not apply to VANA.

3. OBJECTS OF VANA

3.1 VANA's primary Objects

VANA's primary Objects are to:

- (a) protect and promote the employer related interests of Members, in their capacity as Newsagents;
- (b) provide assistance and advice for Members in matters pertaining to the Newsagency industry;
- (c) protect and promote the status and business interests of Members;
- (d) exercise all such powers permitted under the Act in respect of companies limited by guarantee; and
- (e) do all such other things as are or may appear to be incidental, necessary, convenient or conducive to the attainment of the above Objects or any of them or any Objects of a like or similar nature.

3.2 Construction of Objects

The Objects of VANA specified in each sub-clause and paragraph in clause 3.1:

- (a) are to be regarded as independent Objects;
- (b) except where otherwise expressed in such sub-clause or paragraph, must be in no way limited or restricted by reference to or inference from the terms of any other paragraph or sub-clause; and
- (c) may be carried out and exercised in as full and ample manner and must be construed in as wide a sense as if each of such paragraphs and sub-clauses defined the Objects of a separate, distinct and independent company.

4. APPLICATION OF VANA'S PROPERTY

4.1 Promotion of Objects

VANA's income and assets:

- (a) must be applied solely towards the promotion of VANA's Objects specified in clause 3.1; and
- (b) subject to clause 4.2, must not be distributed directly or indirectly to a Member.

4.2 Other payments

Clause 4.1(b) does not prevent the payment of:

6. WINDING UP

- (a) reasonable and proper remuneration to a Member (including without limitation, to members that are Directors in accordance with clause 17.4) in return for goods or services supplied or provided to VANA by that Member, including reimbursement for expenses reasonably incurred by that Member in providing those goods or services;
- (b) interest, at a rate not exceeding a normal commercial rate, on any money lent to VANA by a Member; or
- (c) a repayment to a departing Member of all or part of his or her financial contribution to VANA whilst that person was a Member.

5. LIABILITY OF MEMBERS

Each Member's liability is limited to an amount not exceeding \$10.

6. WINDING UP

6.1 Contribution of Members upon winding up

Each Member undertakes to contribute an amount not exceeding \$10 to VANA's property if VANA is wound up:

- (a) while that person is a Member, or
- (b) within one year after the person ceased to be a Member, for payment:
 - (i) of VANA's charges, debts and liabilities contracted before the person ceased to be a Member;
 - (ii) of the costs and expenses of the winding up; and
 - (iii) for the adjustment of the rights of contributors among themselves.

6.2 Restrictions on distribution of surplus

If VANA is wound up or dissolved and, after satisfaction of all its debts and liabilities and the repayment to the Members of the amount of their contribution to VANA according to clause 4.2(c), there is any property remaining, this property must only be paid or distributed to another entity:

- (a) which has similar Objects to those contained in clause 3.1; or
- (b) some charitable institution,

so long as in either case the entity is prohibited from paying or transferring any income or property to its own Members other than in a manner contemplated by clause 4 and this clause 6.2.

6.3 Determination of relevant entity

The identity of the relevant entity to which property is to be distributed under clause 6.2 is to be determined:

- (a) by the ordinary resolution of Members at or before the time of the winding up or dissolution of VANA; or

7. MEMBERSHIP

- (b) in default of the making of such a resolution under clause 6.3((a)), by such Judge of the Supreme Court of Victoria as may have or acquire jurisdiction in the matter.

7. MEMBERSHIP

7.1 Qualification for application to membership

- (a) A person is eligible to apply to be a Member of VANA if they conduct a business which satisfies any of the following categories of a Newsagency and in doing so are an employer:
- (i) Full Service Newsagent;
 - (ii) Retail Only Newsagent
 - (iii) Distribution Only Newsagent
 - (iv) Lottery Agent
- (b) Full Service Newsagent is a person who holds three or more Major Circulation Agreements, at least one of which is a Major Daily Newspaper Agreement and whose business comprises:
- (i) a retail outlet for the retail sale of newspapers, magazines, lotteries and products and services as is commonly understood by the general public or as determined by the Board to be the business of a newsagency;
 - (ii) retail distribution, which involves distributing newspapers and magazines to other retail outlets or to persons who operate a home delivery business; and
 - (iii) home delivery, which involves delivering papers and magazines direct to consumers at their residence or place of business.
- (c) Distribution Only Newsagent is a person who holds three or more Major Circulation Agreements, at least one of which is a Major Daily Newspaper Agreement and whose business comprises:
- (i) retail distribution (as described in clause 7.1(b)(ii)); and
 - (ii) home delivery (as described in clause 7.1(b)(iii)).
- (d) Retail Only Newsagent is a person who conducts a retail outlet selling newspapers and magazines who either:
- (i) holds three or more Major Circulation Agreements at least one of which is a Major Daily Newspaper Agreement; or
 - (ii) conducts a retail business which in the opinion of the Board has the appearance or branding of a retail business focusing on the retail sale of newspapers and magazines. The Board may set indicative criteria from time to time. The type of criteria likely to be relevant to the Board (but recognising the Board's discretion and the need for the Board to alter criteria from time to time) might include:
 - (A) the relative importance of turnover, revenue or any other relevant business performance indicator relevant to determining the proportion and extent of the applicant's circulation of newspapers in comparison with the total turnover, revenue or other corresponding relevant business indicators concerning the applicant's business that the Board considers relevant;

8. MEMBER'S REPRESENTATIVE

- (B) the product range carried and the services provided by the applicant's business that is directly related to what is commonly understood by the general public to be the business of a Newsagency;
 - (C) the extent to which the applicant's business premises carries signage and is readily identifiable by the general public that the applicant's business is that primarily of Newsagency and not any other type of business;
 - (D) any particular or special local factors relating to the applicant or its business, including without limitation, the remoteness of the applicant's business and the extent of other Newsagents that operate in the same general locality of the applicant; and
 - (E) such other factors as the Board considers relevant.
- (e) A Lottery Agent is a person who has a Lottery Licence and either:
- (i) conducts a retail business out of a store, shop or kiosk and in doing so is an employer; or
 - (ii) conducts a retail business which, after taking into account such factors that the Board considers relevant, the Board determines meets the requirements of a Lottery Agent.

An applicant will not become a Member until they are duly accepted as such by the Board.

7.2 Life Members

- (a) The Board may from time to time and at its absolute discretion appoint any Member or former Member of VANA who by reason of valuable services rendered have been appointed as a Member of VANA for life ("Life Members"). The Board will determine its own procedure for appointing Life Members.
- (b) Life Members will be deemed to be Members and have all the rights under and are subject to this Constitution as if they were a Member. (Life Membership may be revoked by the Board).

7.3 Associate Member

The Board may at its discretion appoint any person as an Associate Member. An Associate Member will enjoy such rights conferred on him or her by the Board but will not have the right to be elected as a Director by reason of their Associate Membership, or to vote at a general meeting of VANA.

7.4 Membership application procedure

Every applicant for membership of VANA other than Life Members and Associate Members must be:

- (a) proposed by one and seconded by another Member;
- (b) made in writing, signed by the applicant and their proposer and seconder; and
- (c) in the form prescribed by the Board from time to time.

8. MEMBER'S REPRESENTATIVE

- (a) A Member or Associate Member of VANA which is a firm or company must by notice in writing, on behalf of the manager, secretary or other person authorised in that behalf, appoint a person as a representative to act on behalf of such firm or company in the affairs and proceedings of VANA ("Representative").

9. SUBSCRIPTION

- (b) Any Representative may by like notice be removed as the Representative and another Representative appointed in their stead in the manner provided.
- (c) A Representative has all the privileges of and is subject to the provisions of this Constitution accorded to a Member or Associate member as the case may be,

9. SUBSCRIPTION

9.1 Payment of Fees

- (a) Each Member and Associate Member must pay an annual subscription fee according to the rate or rates fixed and adopted by the Board from time to time.
- (b) All subscriptions are payable by the Member and Associate Member in advance or at such other intervals or times that the Board decides, provided any invoice for an annual subscription fee must be sent to a Member at least 30 days prior to the Annual General Meeting.
- (c)
 - (i) A Member shall be a Financial Member unless they are in arrears in relation to any annual subscription fee or contribution.
 - (ii) A member is in arrears in relation to an annual subscription fee or contribution if they have not paid the relevant amount in full within 30 days of being invoiced, provided a Member shall be deemed to be in arrears if they have not paid their annual subscription fee in full seven days prior to the AGM.
 - (iii) A member shall remain in arrears until all outstanding amounts have been paid. At its discretion the Board may, on application by a Member who is in arrears, waive payment of the outstanding monies in whole or part. The Board may remove from the Register of Members any Member who has been in arrears for twelve months, provided no Member shall be purged until the Board has issued a final call for payment and thirty days have elapsed without full payment being received.
 - (iv) Whilst in arrears a Member shall enjoy none of the rights or privileges of membership but shall continue to be subject to all of the obligations of membership.

9.2 Notification to applicant

VANA must provide written notification to applicants for Membership and Associate Membership of VANA of:

- (a) all financial obligations arising from such Membership or Associate Membership; and
- (b) the circumstances and manner in which a Member and an Associate Member of VANA may resign from such membership or associate membership.

10. CESSATION OF MEMBERSHIP

10.1 Membership cessation events

A person ceases to be a Member of VANA if the person:

- (a) dies;
- (b) resigns that respective membership in accordance with this Constitution;
- (c) has their membership terminated in accordance with this Constitution; or
- (d) sells or transfers their Newsagency business or part of their Newsagency Business and their respective membership is then terminated in accordance with this Constitution.

A person will cease to be an Associate Member if any of the events set out in clauses 10.1(a), (b), and (c) occur in respect of them.

10.2 Membership entitlements not transferable

A right, privilege or obligation which a person has by reason of being a Member or Associate Member of VANA:

- (a) is not capable of being transferred or transmitted to another person; and
- (b) terminates upon cessation of the person's respective membership.

11. RESIGNATION

11.1 Resignation of membership

- (a) A Member or Associate Member of VANA may resign from their respective membership by written notice addressed and delivered to the Treasurer.
- (b) A notice of resignation from membership or associate membership of VANA will take effect on the day on which the notice is received by VANA or on any such later date specified in the notice.

11.2 Recovery of moneys owing

Any membership fees or other moneys owing and outstanding by either a former or current Member or Associate Member of VANA may be sued for and recovered in the name of VANA as a debt due to VANA.

11.3 Notification of resignation

- (a) A notice delivered to the Treasurer in accordance with clause 11.1 shall be taken to have been received by VANA when it was delivered.
- (b) A notice of resignation that has been received by VANA is not invalid because it was not addressed and delivered in accordance with clause 11.1.
- (c) A resignation for membership or associate membership of VANA is valid even if it is not effected in accordance with this clause if the Member or Associate Member is informed in writing by or on behalf of VANA that the resignation has been effected.

12. TERMINATION OF MEMBERSHIP

12. TERMINATION OF MEMBERSHIP

12.1 Termination, suspension and cautioning by Board resolution

If a Member or Associate Member of VANA:

- (a) is of general bad character;
- (b) is convicted of a serious indictable offence;
- (c) fails to comply with any provisions of the Constitution or any reasonable directions given by the Board from time to time;
- (d) has any amount of subscription fees or any other moneys owing in arrears for a period of two months or more; or
- (e) (refused certification on 3 August 2000)

the Board may by resolution, approved by at least three-fourths of the Directors present at the meeting, terminate or suspend that Member's or Associate Member's membership or caution that Member or Associate Member in writing.

12.2 Right to be heard

- (a) The Member or Associate Member that is the subject of an event referred to in clause 12.1, must be given written notice of any proposed resolution referred to in clause 12.1 at least 14 days before the meeting of the Board for which the resolution is moved.
- (b) At the meeting, referred to in clause 12.1 the Member (or the Associate Member as the case may be) and the person or persons alleging that an event referred to in clause 12.1 has occurred shall have a full and fair opportunity of presenting their case.
- (c) If the Board resolves to terminate or suspend a Member's or Associate Member's membership, or otherwise cautions the Member or Associate Member, it shall instruct the Treasurer to advise the relevant Member or Associate Member in writing of the contents and effect of its resolution accordingly.

12.3 Appeal against rejection or termination of membership

A person whose application for membership (or associate member as the case maybe) has been rejected or whose membership has been terminated or suspended or the Member or Associate Member is otherwise cautioned pursuant to this Constitution may, within 1 month of receiving written notification thereof, lodge with the Treasurer a written notice of that person's intention to appeal against the Board's decision made under clause 12.1 ("Appeal").

12.4 Extraordinary General Meeting to determine Appeal

- (a) Upon receipt of a notice referred to in clause 13.3, the Treasurer must convene, an extraordinary General Meeting to determine the Appeal within three months of receipt of the notice.
- (b) At any such meeting, the applicant and each Board member involved in making the Board's decision in the resolution referred to in clause 12.1 has the opportunity to fully present their respective cases.
- (c) The Appeal will be determined by a majority of votes of the Board members present at such meeting.
- (d) The Treasurer must immediately notify the applicant for the Appeal of the outcome of the Appeal.

12.5 Immediate Termination

Regardless of clause 12.1, the membership of a Member or Associate Member of VANA will be terminated immediately upon such person ceasing to be eligible to become a Member in accordance with this Constitution.

14. ELECTION OF BOARD

12.6 Termination upon sale or transfer of Newsagency Business

Any Member or Associate Member whose Newsagency, or part of their Newsagency, is assigned or transferred to another person, their membership, is terminated immediately, unless the Board in its discretion otherwise directs.

13. BOARD

13.1 Constitution of Board

- (a) The Board of VANA will consist of a maximum of 10 Directors:
- (b) There may be casual vacancies on the Board and the Board will be fully operative so long as there are at least three Directors.
- (c) There may be a maximum of three directors who are Non-Members of VANA.

13.2 Cessation of Board membership

A vacancy in the Office of a Board member occurs if that Board member:

- (a) dies;
- (b) becomes an insolvent under administration within the meaning of the Act;
- (c) resigns from Office upon that Board member notifying the Board in writing and such notice having been accepted by the Board (acceptance of which shall not be unreasonably withheld);
- (d) is dismissed from Office in accordance with clause 16; or
- (e) becomes of unsound mind or person whose estate is liable to be dealt with in any way under the law relating to mental health.

13.3 Excess Directors

If the number of members on the Board at any time exceeds the maximum number permitted under this Constitution subsequent to its amendment, then on the date that the amendment takes effect, the member of the Board whose nomination was last received by VANA ceases to be a member of the Board.

14. ELECTION OF BOARD

14.1 Encouragement of demographical representation

In order to encourage a demographically proportional distribution of Directors on the Board, VANA will encourage the appointment of Country Directors and Metropolitan Directors to the Board, though this is not mandatory.

15. ELECTION OF BOARD MEMBERS

14.2 Retirement and re-election

- (a) All Directors elected at an Annual General Meeting must retire at the third Annual General Meeting after their election. A retiring Director is eligible for re-election.
- (b) At every Annual General Meeting, the following Directors must retire but are eligible for re-election all casual vacancies appointed to the Board in accordance with clause 15.8 since the immediately preceding Annual General Meeting.

14.3 Maximum Term of appointment

Regardless of any other provision a Director must not hold Office for a term longer than four years without re-election.

14.4 Amendment of requirements

VANA's General Meeting may from time to time:

- (a) increase or subject to the Act and the Workplace Relations Act 1996, reduce the number of Directors; and
- (b) alter the Directors' term of Office.

15. ELECTION OF BOARD MEMBERS

15.1 Notification of election

Notice that nominations are required for those Offices to be filled at the Annual General Meeting shall be sent by the Returning Officer to each Member at least three months before the date of the Annual General Meeting. The Returning Officer must indicate on that Notice the number of nominations required for the categories of Directors specified in clause 13.1. The Returning Officer shall determine the place for the lodgment of nominations.

15.2 Nomination of Board members

- (a) Any two financial Members may nominate any other financial Member for election to the Board. Any two financial Members may nominate a person who is not a Member for election to the Board as a Non-Member Director specified in clause 13.1(c). Each nominee shall sign his or her assent to nomination on the nomination form.
- (b) Where there is an intention to nominate a person as a Non-Member Director pursuant to clause 15.2(a), such a nomination must be approved by a simple majority of the Board prior to a nomination form being completed.

15.3 Completion and return of nominations

Nomination papers signed by the nominators and endorsed with the consent of the candidate shall be forwarded so as to be received by the Returning Officer not later than 3 p.m. on the Friday closest to the [sixtieth] day before the Annual General Meeting.

15.4 Defective nominations

The Returning Officer shall check all nominations received to see if they comply with the requirements of this Constitution and whether there has been sufficient nominations to elect Directors in accordance with clause 13.1. If the Returning Officer discovers a nomination to be defective he shall, before rejecting the

16. DISMISSAL OF OFFICE-HOLDERS

nomination, notify the person concerned and where it is practicable to do so, give the person the opportunity to remedy the defect within where practicable seven days of the person being notified.

15.5 Shortfall of nomination and election

If the number of nominations for proposed Directors within a category of Directors specified in clause 13.1 which are in order and received within the time prescribed does not exceed the number of vacancies for such category of Directors, the person or persons nominated as a Director shall be declared elected as Directors for that category.

15.6 Shortfall of nominations and vacancies

If there are insufficient nominations for proposed Directors within a category of Directors specified in clause 13.1 which are in order and received within the time prescribed to fill the vacancies for such category of Directors, a vacancy shall be left in such category.

15.7 Excess nominations and election

If the number of nominations for proposed Directors within a category of Directors specified in either clause 13.1 which are in order and received within the time prescribed exceeds the number of vacancies for such category of Directors, a postal ballot must within one month after the closing of nominations be taken amongst the Financial Members in accordance with clause 15. All Financial Members are only entitled to one vote and may vote for a nominee in any category of Director.

15.8 Casual vacancies

Any casual vacancy on the Board may be filled by:

- (a) a Member whose business is in the Country Zone if the vacancy is for a Country Director;
- (b) a Member whose business is in the Metropolitan Zone if the vacancy is for a Metropolitan Director;
or
- (c) a person who is not a Member if the vacancy is for a Non-Member Director;
that is appointed by the Board, subject to such appointment not resulting in the total number of Directors exceeding the maximum number fixed in accordance with this Constitution. The Member or non-Member filling the casual vacancy must retire at the next Annual General Meeting following their appointment to the Board but may be nominated for re-election to the Board.

15.9 Eligibility for nomination

To be eligible for nomination, a person must have been a Member for a period of no less than four (4) years at the time of nomination.

16. DISMISSAL OF OFFICE-HOLDERS

16.1 Dismissal events

An elected Office-holder must not be dismissed from Office under this Constitution unless they have:

- (a) been found guilty in accordance with the Constitution of
 - (i) misappropriation of the funds of VANA;
 - (ii) a substantial breach of the Constitution;
 - (iii) gross misbehaviour or gross neglect of duty; or

17. POWERS, DUTIES AND REMUNERATION OF DIRECTORS

- (b) ceased, according to this Constitution, to be eligible to hold the Office.

16.2 Allegations and hearing of dismissal

A Member or Associate Member may provide the Board with a notice in writing alleging that an Office-holder;

- (a) has contravened this Constitution;
- (b) has ceased, according to this Constitution, to be eligible to hold the Office;
- (c) has misappropriated any funds of VANA; or
- (d) has grossly misbehaved or grossly neglected his or her duty.

The Board must inform the Office-holder in writing of the allegation(s) made pursuant to this clause and such Office-holder shall be called before the Board and given a reasonable opportunity to be heard.

16.3 Dismissal from Office

If, after reasonable consideration of the matter, the Board by resolution of at least three-fourths of the Directors present and voting at the meeting finds that the Office-holder:

- (a) has contravened this Constitution;
- (b) has ceased, according to this Constitution, to be eligible to hold the Office;
- (c) has misappropriated any funds of VANA; or
- (d) has grossly misbehaved or grossly neglected his or her duty,
the Office-holder will be dismissed from and cease to hold the Office and their membership of the Board.

17. POWERS, DUTIES AND REMUNERATION OF DIRECTORS

17.1 General power of management

- (a) Subject to the Act and this Constitution, the management of the business and affairs of VANA is vested in and may be under the direction of the Directors and they may exercise all such powers of VANA as are not, by the Act or by this Constitution, required to be exercised by VANA in General Meeting.
- (b) Without limiting this clause 17.1, the Directors:
 - (i) must carry into effect the Objects of the Association;
 - (ii) may pay all expenses incurred in promoting and forming the Association; and
 - (iii) may exercise all the powers of VANA to borrow, save or invest money, to charge, acquire, dispose, or otherwise deal with any property or business of VANA and to issue debentures or give any other security for a debt, liability or obligation of VANA or of any other person.
- (c) The Directors may:
 - (i) delegate to a person so appointed any of the powers vested in the Directors on such terms as the Directors think fit;

17. POWERS, DUTIES AND REMUNERATION OF DIRECTORS

- (ii) remove a person so appointed and revoke or vary such delegation; and
- (iii) authorise any delegate or attorney appointed by the Directors in accordance with this Constitution to sub-delegate all or any of the powers vested in that person.

17.2 Other offices of Directors

Subject to the Act and the Workplace Relations Act 1996, a Director may hold any other Office or Offices under VANA (except that of auditor) together with the Office of Director and on the conditions of remuneration and otherwise as the Board may arrange. All such arrangements must be recorded by the Secretary and made available for inspection by Members upon request.

17.3 Power to appoint attorneys

- (a) The Directors may, by power of attorney, appoint any person to be the attorney of VANA. An attorney may be appointed for such purposes, with the power, authority or discretion (being power, authority or discretion vested in or exercisable by the Directors), for such period and subject to such conditions as the Directors determine.
- (b) Any power of attorney may contain any provision for the protection and convenience of persons dealing with the attorney as the Directors think fit. The power of attorney may also authorise the attorney to delegate all or any of the powers, authorities and discretions vested in the attorney.

17.4 Remuneration

- (a) The Directors may be paid or provided with remuneration for their services in accordance with the Act. Remuneration may take the form of an allowance paid to Directors in anticipation of expected expenses. The amount paid to individual Directors will be as determined by the Directors, providing that such amount is reasonable taking into account the circumstances of VANA and the individual Director in each case. Directors' remuneration must be recorded by the Treasurer and such records be made available for inspection by a Member upon request. Directors' remuneration must be fully disclosed in VANA's Financial Reports.
- (b) Remuneration of Directors is deemed to accrue from day to day.
- (c) Remuneration includes salary, wages, bonuses and allowances paid for the sole purpose of meeting expenses incurred in connection with performing services as a Director holding their respective office.
- (d) The Directors may also be paid all travelling and other expenses properly incurred by them in attending and returning from meetings of the Directors or any committee of the Directors or General Meetings of VANA or otherwise in connection with the business of VANA.

17.5 Signing of documents and cheques

At least one Executive Director shall sign all documents including cheques, but other Directors may also exercise this power by resolution of the Board. Each document and cheque shall be countersigned by the Treasurer or some other Director appointed for this purpose by the Board.

17.6 Entry into industrial agreements

The Board may also enter into industrial agreements. Conditions upon which these agreements and documents required by law may be signed shall be identical with those relating to the signing of documents and cheques.

18. PROCEEDINGS OF DIRECTORS

18.1 Directors to regulate

- (a) The Directors may meet together for the dispatch of business and adjourn and otherwise regulate their meetings as they think fit.
- (b) A Director may at any time, and the Treasurer must on the requisition of a Director, convene a meeting of the Directors.

18.2 Written resolution

A resolution in writing signed or assented to by telegram, cablegram, radiogram, facsimile, telex, electronic mail or other form of visible communication by all the Directors is as valid and effective as if it had been passed at a meeting of Directors duly convened and held. Any resolution may consist of several documents in like form each signed by one or more of the Directors. If the Directors signed the document on different days, the resolution is taken to have been passed at the time at which the document was last signed by a Director. A reference in this clause 18.2 to all the Directors does not include a reference to a Director who, at a meeting of Directors, would not be entitled to vote on the resolution.

18.3 Telephone and other meetings

Without limiting the power of the Directors to regulate their meetings as they think fit, a meeting of Directors or the Executive may be held where one or more of the Directors is not physically present at the meeting, provided that:

- (a) all persons participating in the meeting are able to communicate with each other effectively simultaneously and instantaneously whether by telephone or other form of communication;
- (b) notice of the meeting is given to all the Directors entitled to notice according to the usual procedures agreed on or laid down from time to time by the Directors of VANA and such notice does not specify that Directors are required to be present in person;
- (c) if a failure in communications prevents condition ((a)) from being satisfied by that number of Directors which constitutes a quorum, then the meeting is suspended until condition ((a)) is satisfied again. If condition ((a)) is not satisfied within 15 minutes from the time the meeting was interrupted, the meeting is deemed to have terminated; and
- (d) any meeting held where one or more of the Directors is not physically present is deemed to be held at the place specified in the notice of meeting if a Director is present there. If no Director is present at the place specified, the meeting is deemed to be held at the place where the chairperson of the meeting is located.

18.4 Decisions of the Board and the Executive

Subject to this Constitution, questions arising at any meeting of Directors and the Executive are decided by a majority of votes of the Directors present and voting. A determination of a majority of Directors is for all purposes deemed to be a determination of the Directors. If the votes are equal, the chairperson of the meeting has a second or casting vote.

18.5 Quorum

At a meeting of Directors, the number of Directors whose presence is necessary to constitute a quorum is the number determined by the Directors and, unless so determined, is three.

18.6 Authority to act where vacancy

If there is a vacancy in the Office of a Director, the remaining Directors may act. If the number of remaining Directors is not sufficient to constitute a quorum at a meeting of Directors or the Executive, the Directors may act only for the purpose of increasing the number of Directors to a number sufficient to constitute a quorum at a meeting of the Directors or the Executive or for the purpose of convening a General Meeting of VANA.

18.7 Chairperson

- (a) The Directors must elect one of their number as chairperson of their meetings and may determine the period of office of the chairperson.
- (b) Where a meeting of the Directors is held and:
 - (i) a chairperson has not been elected as provided; or
 - (ii) the chairperson is not present within 10 minutes after the time appointed for the holding of the meeting or is unwilling to act,

the Directors present may elect one of their number to be a chairperson of the meeting.

18.8 Non-effect of defects in appointments

- (a) All acts done by any meeting of the Directors, or by any person acting as a Director or Executive Director are deemed to be valid as if all persons had been duly appointed and were qualified to be a Director.
- (b) This is the case even if it is afterwards discovered there was some defect in the appointment of a person to be or to act as a Director or that a person so appointed was disqualified.

18.9 Director's personal interests

- (a) A director is obliged to declare any interest of conflict to the board if any issue (contract or other matter) is before the board to consider. The director should absent himself from discussions unless the board resolves otherwise. The director shall refrain from voting. If there is any doubt the board should immediately determine the issue of conflict.
- (b) The nature of the interest of conflict should be declared by the director at the first time the matter is considered by the board. If a director becomes interested in a contract or other matter at a later date, the director should advise the board of the conflict at the next board meeting. The treasurer must record all declarations in the minutes of the relevant directors meeting. Also the CEO shall be obliged to record in the conflict register such declarations of conflict of interest.
- (c) Each director must disclose to VANA according to the Act their interests in any contract or arrangement and the treasurer must record all declarations in the minutes of the relevant director's meeting.
- (d) A director may attest the affixing of the seal to any document relating to a contract or arrangements in which the director has an interest.
- (e) A director will not be deemed to be in conflict merely by virtue of the director's involvement as a Newsagent.

19. INDEMNITY

Every Director (including Executive Directors), and other Office-holder, manager, servant or agent of VANA ("Indemnified Person") must be indemnified by VANA against:

- (a) a liability to another person incurred by the Indemnified Person in that capacity (other than a liability incurred to VANA or a related body corporate) unless the liability arises out of conduct involving a lack of good faith; and
- (b) a liability for costs and expenses incurred by the in that person's capacity within their respective authority as such:
 - (i) in defending civil or criminal proceedings in which judgment is given in favour of the or in which the Indemnified Person is acquitted; or
 - (ii) in connection with an application in relation to civil or criminal proceedings, in which the Court grants relief under the Act.

The amount to which such indemnity is provided shall immediately attach as a lien on the property of VANA and have priority as between the Members or other claims.

20. THE EXECUTIVE

20.1 Constitution of the Executive

- (a) There will be an Executive which consists of Directors elected by the Board as Executive Directors pursuant to this Constitution to hold the following offices:
 - (i) a Chairperson;
 - (ii) a Vice-Chairperson
 - (iii) a Treasurer; and
 - (iv) one Other Executive Director.
- (b) For the purposes of the Workplace Relations Act 1996, the offices of president, vice-president and secretary are held by the Chairperson, Vice Chairperson and Treasurer respectively.
- (c) Each person in clause 18 concerning the Proceedings of the Directors apply to proceedings of the Executive as if references to Directors are to Executive Directors, and references to meetings of the Executive except for clause 18.6 (Quorum), clause 18.7 (Authority to act where vacancy) and clause 18.8 (Chairperson of Board Meetings).

20.2 Duties of the Executives

It will be the duty of the Executive to do all such acts and things and exercise all such functions of the Board as may be delegated to it by the Board or by VANA in General Meeting.

20.3 Co-opting of Members by the Executives

The Executive will be entitled to co-opt any Member of VANA in dealing with any particular matter in connection with which the Member concerned may be deemed to have special knowledge, but such co-opted Member shall not be entitled to vote.

21. ELECTION OF EXECUTIVE

20.4 Proceedings of the Executive

- (a) The Executive will meet together for the dispatch of business and adjourn or otherwise regulate their meetings as they think fit or as directed by the Board.
- (b) An Executive Director may at any time, and the Treasurer must on the requisition of an Executive Director, convene a meeting of the Executive.
- (c) A quorum for meetings of the Executive is three Executive Directors.

21. ELECTION OF EXECUTIVE

21.1 Term and re-election of Executive

- (a) The Executive must be elected every year by the Board in a one-tier collegiate electoral system.
- (b) The Executive must remain in Office until the next Executive is elected, provided that neither the Executive nor any Executive Director shall remain in Office for more than 14 months.
- (c) A retiring Executive Director is eligible for re-election as an Executive Director as long as they are a Director.
- (d) Notice that nominations are required for the offices of Executive Director shall be sent by the Returning Officer to each Director no more than 7 days after the completion of the election of Directors. The Returning Officer shall determine the place for the lodgment of nominations.
- (e) Any two Directors may nominate any other Director for election to the Executive. Each nominee shall sign their assent to nomination on the nomination form.
- (f) Nomination papers signed by the nominators and endorsed with the consent of the candidate shall be forwarded so as to be received by the Returning Officer not later than 3 p.m. on the Friday nominated by the Returning Officer which is not more than the 3rd Friday after the Notice in clause 21.1(d) was sent by the Returning Officer.
- (g) The Returning Officer shall check all nominations received to see if they comply with the requirements of the Constitution. If the Returning Officer discovers a nomination to be defective he shall, before rejecting the nomination, notify the person concerned and where it is practicable to do so, give the person the opportunity to remedy the defect within where practicable seven days of the person being notified.
- (h) If the number of nominations which are in order received for any Executive office within the time prescribed does not exceed the number of vacancies the person or persons nominated shall be declared elected to such office as the case requires.
- (i) Any casual vacancy on the Executive may be filled by any Director appointed by the Board;
- (j) The timing for election of the Executive may be shortened as agreed by the Board; and
- (k) Subject to compliance with relevant legislation, the Board may determine that the Australian Electoral Commission is not required to conduct elections of the Executive.

22. THE TREASURER

22.1 Duties of the Treasurer

The duties of the Treasurer are to:

- (a) act as Secretary to VANA;
- (b) ensure that all books and financial statements show a true and correct record of financial transactions of VANA;
- (c) prepare and present the Treasurer's report;
- (d) make all financial documents available to the auditors when required;
- (e) sign any instruments or documents when requested to do so by the Board;
- (f) invest funds as directed by the Board;
- (g) carry out the directions of the Board;
- (h) maintain a Register of Members and Associate Members;
- (i) arrange and attend all General Meetings of Members and Associate Members of VANA and Board Meetings;
- (j) keep accurate minutes of proceedings; and
- (k) perform all such duties that the Chairman on the instruction of the Board or VANA from time to time direct.

22.2 Delegation of Treasurer's duties

The Treasurer may delegate these duties as appropriate provided that duties attaching to an Office-holder under the Workplace Relations Act 1996 is only delegated to another Office-holder of VANA.

22.3 Treasurer's salary and conditions

The salary and conditions of employment of the Treasurer will be agreed upon with the Board from time to time.

22A. ELECTORAL ROLL

The names and addresses of members who are entitled under these Rules to vote in an election shall form the roll of voters for the election. The Returning Officer shall prepare a roll of those voters who, on the seventh day before the date determined for the opening of nominations, are entitled to vote in the election.

23. CONDUCT OF THE BALLOT

23.1 Appointment of Returning Officer

The Board must appoint a Returning Officer for each election. The Returning Officer must not be:

- (a) the holder of an Office within VANA;

23. CONDUCT OF THE BALLOT

- (b) an employee of VANA; or
- (c) a candidate.

23.2 Requirement for ballot

If more nominations are received than there are vacancies for a position on the Board or the Executive as the case may be, the Returning Officer must conduct a secret postal ballot.

23.3 Preparation, sending and return of ballot papers

- (a) If a ballot is conducted the Returning Officer must have ballot papers printed and delivered to the Returning Officer containing the names of the candidates for each position in alphabetical order showing against each name the suburb, town or locality in which the Newsagency is situated, (and for elections of Directors, the category of Director specified in clause 13.1 that the candidate is nominated for) and indicating the number to be elected to each category of Director, the manner in which votes shall be recorded and the date and the time of closing of the ballot.
- (b) The Returning Officer shall cause to be sent to each Member (in the case of an election of Directors) or to each Director (in the case of an election of Executive Directors) by prepaid post a voting paper, a declaration envelope and an envelope addressed to the Returning Officer. Voting papers shall be sent to each Member or Director at that Member's or Director's address as previously notified to VANA. Absent voting shall be provided for by allowing Members or Directors to notify the Returning Officer in writing of a nominated address for the forwarding of ballot papers so long as such notification is received by the Returning Officer at least two days prior to the time ballot papers are posted to Members or Directors.
- (c) The Returning Officer must arrange facilities for the return of completed ballot papers by post without postage expense to voting Members or Directors.

Any reference to a declaration envelope and an envelope addressed to the Returning Officer shall be taken as a reference to a declaration envelope and a prepaid envelope in the form prescribed in Schedule 1B of the Workplace Relations Act 1996 and the Workplace Relations (Registration and Accountability of Organisations) Regulations.”

23.4 Preparation of voting papers

All voting papers shall be initialled by the Returning Officer before they are issued and state the time and date (not being earlier than the tenth day nor later than the twentieth day in the case of an election of Directors, and not being earlier than the third day nor later than the tenth day in the case of an election of Executive Directors after the date upon which the voting papers are sent to voters) by which votes must be received by the Returning Officer (herein referred to as the closing of the ballot) and such directions as the Returning Officer deems fit as to the marking of the votes.

23.5 Recording and return of votes

The voter must indicate their vote by striking out the names of all candidates for a particular Office except that or those of the candidate or candidates for whom they wish to vote for that Office and shall place the completed ballot paper in the envelope addressed to the Returning Officer and seal the same. The voter must, deliver, or cause the envelope to be delivered to the Returning Officer.

23.6 Counting of votes

All valid voting papers which are received by the Returning Officer before the closing of the ballot must be counted.

23. CONDUCT OF THE BALLOT

23.7 Declaration of shortfall of nominations and election

If there are less nominations than there are vacancies for a position, the Returning Officer prepare a written report to the Annual General Meeting declaring the nominated person or persons elected.

23.8 Substituted ballot papers

The Returning Officer may supply a substituted ballot paper which they must initial to any voter who furnishes the Returning Officer with a damaged or misused ballot paper or furnishes evidence satisfactory to the Returning Officer of the destruction or loss of the ballot paper by the voter.

23.9 Election irregularities and informal votes

The Returning Officer must take such action and give such directions as are reasonably necessary in order to ensure that no irregularities occur in or in connection with the election and in order to remedy any procedural defects.

A vote in an election will be informal if:

- (a) the ballot paper is received by the Returning Officer after the notified hour on the closing date;
- (b) the voter votes for a greater or lesser number of candidates than the number of Offices to be filled;
- (c) the ballot paper does not bear the initials of the Returning Officer;
- (d) the ballot paper does not comply with the printed instructions for the ballot.

23.10 Scrutineering of vote

After the Returning Officer has counted the votes cast for all candidates, the Returning Officer must announce the result of the count to the scrutineers in attendance. Any scrutineer present is entitled to examine any ballot paper and to demand a recount they or not satisfied that the original count was correct. Upon completion of the counting the Returning Officer must sign a paper certifying the correctness of the totals of the votes cast for each candidate and recorded in that paper.

23.11 Returning Officer unable to act

In the event of the Returning Officer being at any time unable to act, the Chairperson may appoint some other person not being a person referred to in clause 13.1 of to act for the Returning Officer.

23.12 Duties of the Returning Officer

The Returning Officer must:

- (a) be responsible for the safe custody of the ballot papers;
- (b) obtain from the printer a certificate of the number of ballot papers printed;
- (c) initial every ballot paper prior to its distribution;
- (d) issue a ballot paper and card and envelopes for the return of the vote to all Members or Directors entitled to receive a ballot paper;
- (e) control a ballot box for the reception of ballot papers and in the presence of the scrutineers, if they desire to be present, see that the box is empty immediately prior to be opening of the ballot and thereupon seal the said box and ensure that it remains sealed until the time fixed for the closing of the ballot;

26. PROCEDURE AT MEETINGS OF THE ASSOCIATION

- (f) at the time fixed for the closing of the ballot, open the ballot box in the presence of scrutineers who may be present and count all the votes cast;
- (g) lodge with the Treasurer with seven days of the count of the ballot a full report to the Annual General Meeting of the result of the ballot.

24. SCRUTINEERS

24.1 Appointment of Scrutineers

Any candidate in an election required under this Constitution may, if they so desire, appoint a scrutineer, who is a financial Member of VANA, to represent that candidate at the ballot ("Scrutineer"). The candidates appointing a Scrutineer must, before the commencement of the ballot, notify the Returning Officer, in writing, of the name of such scrutineer. The Executive may appoint a Scrutineer to represent it at any ballot.

24.2 Rights and restrictions of Scrutineers

A Scrutineer:

- (a) is entitled to be present throughout the ballot and may query the inclusion or exclusion of any vote in the count by the Returning Officer and has final determination of any votes so queried;
- (b) A Scrutineer must not remove, mark, alter or deface any ballot paper or other document used in connection with the election; and
- (c) must not interfere with or attempt to influence any Member or Director at the time such Member or Director is casting their vote.

25. ANNUAL AND OTHER GENERAL MEETINGS

The Annual General Meeting of the Association must be held during such month at such time and place as may be determined by the Board. Other General Meetings will be held as the Board determines from time to time provided that it will on request in writing by any fifteen Members call a General Meeting in compliance with such request. Such request must be in writing and signed by the Members concerned and set forth the objects of the meeting proposed to be called and be deposited with the Treasurer. If the Board does not proceed to cause a meeting to be held within twenty-one days from the date of such request being so deposited such Members or any other fifteen Members may themselves convene a meeting. Voting will be on the basis that each agency will be entitled to one vote. Decisions of Annual General Meetings and General Meetings will be binding on the Board and Executive. Twenty-one days notice shall be given of the Annual General Meeting.

26. PROCEDURE AT MEETINGS OF THE ASSOCIATION

26.1 Chairman

The chairman will preside at all meetings of VANA and in his or her absence the vice-chairman will preside. In the event that both the chairman and vice-chairman are absent the meeting must elect a chairman from among the board. The chairman shall be empowered to use his or her casting vote in addition to his or her ordinary vote. The following provisions will apply to the conduct of business at a meeting.

26. PROCEDURE AT MEETINGS OF THE ASSOCIATION

26.2 Voting - general

All questions will be decided by a show of hands unless a poll is demanded by any three members eligible to vote in which case two scrutineers shall be appointed by the meeting.

26.3 Quorum

A quorum at a General Meeting of members will consist of fifteen members.

26.4 General

- (a) In dealing with correspondence every letter as read will be taken as formally received unless a motion to the contrary be submitted and every letter may be dealt with immediately after the contents have been made known.
- (b) No discussion must take place except on a motion or amendment moved and seconded and put in writing if so demanded by the presiding officer.
- (c) Only one amendment will be entertained at one time. If the amendment be carried it will become the substantive motion, the original motion lapsing, and there will be no necessity to put the original motion to the meeting. It will be competent whether the amendment is carried or not to receive other amendments one at a time to be decided in like manner until the subject is finally disposed of. In a debate on a motion or amendment not more than two speakers other than the mover and the seconder will follow successively on the same side of the question. If two speakers having so spoken there be then no speaker to take the opposite side then the question shall be put forthwith.
- (d) No member may propose more than one amendment upon a motion and no member will speak more than once upon the same question which will include a motion and all amendments except the mover of the motion who will be entitled to reply and thereupon all discussions will cease and the question be put. Any member seconding a motion or amendment without remarks will not be held to have spoken thereon.
- (e) In the case of amendments being lost the presiding officer must put the motion to the vote. Any Member with the consent of the presiding officer may offer an explanation of any particular expression used by him or her but must confine himself strictly to such. Any subject that may be once settled by vote or division cannot again be entertained at the same meeting or at any subsequent meeting unless due notice be given at a meeting of the Association in which case the original mover and seconder of the motion must be properly notified.
- (f) A motion that the debate be now concluded may be moved at any stage of a debate and will immediately be put to the meeting without discussion. If lost the debate will continue as if such motion has not been moved. If carried then the amendment or motion if there be no amendment then under discussion will forthwith be put to the meeting without further discussion. If the amendment be carried it becomes a motion and the debate will proceed. If the amendment be lost other amendments may be received and dealt with as hereinbefore provided until the question is finally disposed of. The motion that the debate be now concluded may be moved any number of times during a debate.
- (g) When a motion is moved and seconded that the Chairman's ruling be disagreed with the Chairman must immediately leave the chair and the question then before the chair be suspended. Another chairman must be appointed by the meeting and the question that the Chairman's ruling be disagreed with shall be discussed and decided after which the former chairman must resume the chair and the debate on the original question proceeded with.
- (h) On all questions and during all discussions the Member or Associate Member speaking must address the meeting through the presiding officer and be standing. In cases where a point of order is raised the Member or Associate Member raising the same must state his or her point of order clearly and distinctly and if a Member or Associate Member be speaking such Member or Associate

32. GROUPS

Member must take his or her seat until the point of order is decided. The presiding officer will decide the matter promptly and not allow discussions.

- (i) Any Member or Associate Member violating any of these rules of debate may be dealt with by the Chairman. Any Member or Associate Member refusing to retract any offensive expression or to obey the direction of the Chairman may be debarred from taking part in any discussion until such retraction or obedience be duly made.

27. ACCOUNTS

The Board must cause true accounts to be kept of all sums of money received and expended by the Association and of the matters in respect of which such receipt and expenditure takes place and of all property credits and liabilities of the Association.

The Board must at every Annual General Meeting, lay before VANA a statement of accounts of VANA during the preceding year to comply with the Act and the Workplace Relations Act 1996.

28. LOANS, GRANTS AND DONATIONS

- (a) A loan, grant or donation of an amount exceeding \$1,000 must not be made by VANA unless the Board has satisfied itself:
 - (i) that the making of the loan, grant or donation would be in accordance with the other rules of VANA; and
 - (ii) in relation to a loan - that, in the circumstances, the security proposed to be given for the repayment of the loan is adequate and the proposed arrangements for the repayment of the loan are satisfactory; and
- (b) has approved the making of the loan, grant or donation.

29. ALTERATION TO ARTICLES

The Articles of Association for the time being may be altered by resolution of at least three-fourths of votes of Members at a General Meeting called for the purpose. Twenty-one days notice or such shorter time permitted under the Act must be given of any such General Meeting.

30. INDUSTRIAL RELATIONS

VANA may be registered as an organisation of employers under the Workplace Relations Act 1996 as amended and in force from time to time, and shall be empowered to submit industrial disputes to conciliation or arbitration under the Workplace Relations Act 1996 that Act.

31. AUDITOR

Once at least in every year the accounts of VANA must be examined and a certificate of correctness shall be given by a licensed Company Auditor who shall have at all reasonable times access to all books papers and documents of VANA. Such Auditor must be appointed by the Members at an Annual General Meeting and will hold office until such time as they cease, resign or are removed as Auditor in accordance with the Act.

32. GROUPS

Members in any particular locality or part of Victoria may form themselves into a Group for the purpose of the more effectual carrying into effect of the Objects of VANA. Any such Group may elect a Chairman and Secretary and hold meetings of its members from time to time and at such times as it deem expedient but any such Group must act always in conformity with the established policy of VANA and must cooperate with the Board and the Executive in all matters. Any such Group must have only an advisory role and must not be able to transact any business of VANA nor exercise any powers of VANA.

33. CONTRIBUTION

- (a) The Board may, with the sanction of a General Meeting, from time to time call upon the Members *pari passu* to contribute for the general purposes of VANA, for any special subject or for the purposes of emergency expenses incurred.
- (b) Each Member and Associate Member called upon to contribute under this clause must pay every call made to VANA forthwith.
- (c) No Member or Associate Member will be called upon to pay in any half year an amount which exceeding twice the amount of the annual subscription applicable to such Member or Associate Member.
- (d) A call will be deemed to be made at the time that the resolution of the Board making the same was passed.

34. SEAL

The Seal must be held in the safe custody of the Board and must not be affixed to any document except:

- (a) by the authority of the Board previously given;
- (b) in the presence of at least one Member of the Board who must sign every instrument to which the Seal is affixed; and
- (c) upon it being countersigned by the Treasurer or some other Director appointed by the Board.

35. INSPECTION OF RECORDS

The Directors must determine whether and on what conditions the accounting records and other documents of VANA or any of them are open to inspection of Members or Associate Members other than Directors. A Member other than a Director does not have the right to inspect any document of VANA except as provided by the Act or authorised by the Directors or by VANA in General Meeting.

36. NOTICES

36.1 Method

A notice may be given by VANA to any Member or Associate Member either by serving it on the personally or by sending it by post to address shown in the register of Members (or Associate Members as the case may be) or the address supplied by the Member or Associate Member to VANA for the giving of notices to that person.

36.2 Deemed receipt

Where a notice is sent by post, service of the notice is deemed to be effected by properly addressing, prepaying, 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 the any other case, at the time at which the letter would be delivered in the ordinary course of post.

37. REGISTERED ORGANISATION DISCLOSURE REQUIREMENTS

36.3 Persons entitled to notice

- (a) Notice of every General Meeting must be given in the manner authorised by this clause 36 to:
 - (i) every Member and Associate Member;
 - (ii) every person entitled to membership due to the death or bankruptcy of a Member or Associate Member who, but for their death or bankruptcy, would be entitled to receive notice of the meeting; and
 - (iii) the auditor of VANA.
- (b) No other person is entitled to receive a notice of General Meeting.

37. REGISTERED ORGANISATION DISCLOSURE REQUIREMENTS

37.1 Definitions

For the purposes of Clause 37, the following definitions apply:

- (a) **Board** means a group of persons who supervise, govern or otherwise have oversight of a corporation, organisation, association or other like body including a Board of Directors.
- (b) **Disclosure Period** means means the financial year unless a shorter period is specified.
- (c) **Declared Person or Body** means: (i) an officer of VANA who has disclosed a material personal interest under Clause 37.4(a); and (ii) the interest relates to, or is in, the person or body; and (iii) the officer has not notified VANA that the officer no longer has the interest
- (d) **Financial Duties** includes duties that relate to the financial management of VANA or a branch of VANA.
- (e) **General Manager** means the General Manager of the Fair Work Commission.
- (f) **Non-cash Benefit** means property or services in any form other than money, but does not include a computer, mobile phone or other electronic device that is used only or mainly for work purposes.
- (g) **Peak Council** has the same meaning as defined by section 12 of the *Fair Work Act 2009*.
- (h) **Office** has the same meaning as defined by section 9 of the *Fair Work (Registered Organisations) Act 2009*
- (i) **Officer** has the same meaning as defined by section 6 of the *Fair Work (Registered Organisations) Act 2009*.
- (j) **The Organisation** means VANA Ltd.
- (k) **Related Party** has the same meaning as defined by section 9B of the *Fair Work (Registered Organisations) Act 2009*.
- (l) **Relative** in relation to a person, means (i) parent, step parent, child, stepchild, grandparent, grandchild, brother or sister of the person; or (ii) the spouse of the first mentioned person.
- (m) **Relevant Remuneration** in relation to an officer of VANA for a disclosure period is the sum of the following: (i) any remuneration disclosed to VANA by the officer under 37.3(a) during the disclosure period; and (ii) any remuneration paid, during the disclosure period, to the officer by VANA;
- (n) **Relevant Non-Cash Benefit** in relation to an officer of VANA for a disclosure period means the non-cash benefits provided to the officer, at any time during the disclosure period, in connection with the performance of the officer's duties as an officer, by VANA or by a related party of VANA.
- (o) **Remuneration** (i) includes pay, wages, salary, fees, allowances, leave, benefits or other entitlements; but (ii) does not include a non-cash benefit; and (iii) does not include the reimbursement or payment of reasonable expenses for the costs incurred in the course of the officer carrying out his or her duties.

37. REGISTERED ORGANISATION DISCLOSURE REQUIREMENTS

37.2 VANA Policies and Procedures

VANA shall develop and implement policies and procedures relating to the expenditure of VANA

37.3 Disclosure of Officers Relevant Remuneration and Non-Cash Benefits

- (a) Each officer of VANA shall disclose to VANA any remuneration paid to the officer:
- (i) because the officer is a member of a board, if:
 - A. the officer is a member of the board only because the officer is an officer of VANA; or
 - B. the officer was nominated for the position as a member of the board by VANA, a branch of VANA, or a peak council; or
 - (ii) by any related party of VANA in connection with the performance of the officer's duties as an officer.
- (b) The disclosure required by sub-rule (a) shall be made to VANA:
- (i) as soon as practicable after the remuneration is paid to the officer; and
 - (ii) in writing.
- (c) VANA shall disclose to its members and its branches:
- (i) the identity of the officers who are the five highest paid in terms of relevant remuneration for the disclosure period, and
 - (ii) for each of those officers:
 - A. the actual amount of the officer's relevant remuneration for the disclosure period; and
 - B. either the value of the officer's relevant non-cash benefits, or the form of the officer's relevant non-cash benefits, for the disclosure period.
- (d) For the purposes of sub-rule (c), the disclosure shall be made:
- (i) in relation to each financial year;
 - (ii) within six months after the end of the financial year; and
 - (iii) in writing.

37.4 Disclosure of Officer's Material Personal Interests

- (a) Each officer of VANA shall disclose to VANA any material personal interest in a matter that:
- (i) the officer has or acquires; or
 - (ii) a relative of the officer has or acquires;
- that relates to the affairs of VANA.
- (b) The disclosure required by sub-rule (a) shall be made to VANA:
- (i) As soon as practicable after the interest is acquired; and

- (ii) in writing.
- (c) VANA shall disclose to the members of VANA and its branches any interests disclosed to VANA pursuant to sub-rule (a).
- (d) For the purposes of sub-rule (c), the disclosures shall be made:
 - (i) in relation to each financial year;
 - (ii) within six months after the end of the financial year; and
 - (iii) in writing.

37.5 Disclosure of Payments

- (a) VANA shall disclose to the members of VANA and its branches either:
 - (i) each payment made by VANA, during the disclosure period:
 - A. to a related party of VANA or of a branch of VANA; or
 - B. to a declared person or body of VANA or a branch of VANA; or
 - (ii) the total of the payments made by VANA, during the disclosure period:
 - C. to each related party of VANA; or
 - D. to each declared person or body of VANA.
- (b) Sub-rule (a) does not apply to a payment made to a related party if:
 - (i) the payment consists of amounts deducted by VANA from remuneration payable to officers or employees of VANA; or
 - (ii) the related party is an officer of VANA and the payment:
 - A. consists of remuneration paid to the officer by VANA; or
 - B. is reimbursement for expenses reasonably incurred by the officer in performing the officer's duties as an officer.
- (c) For the purposes of sub-rule (a), the disclosures shall be made:
 - (i) in relation to each financial year;
 - (ii) within six months after the end of the financial year; and
 - (iii) in writing.

37.6 Financial Training

Within six months after beginning to hold an office, each officer of VANA whose duties include financial duties must complete training that:

37. REGISTERED ORGANISATION DISCLOSURE REQUIREMENTS

- (a) has been approved by the General Manager under section 154C of the *Fair Work (Registered Organisations) Act 2009*; and
- (b) covers each of the officer's financial duties.

END OF RULES