

MEMORANDUM
AND
ARTICLES OF ASSOCIATION

The Articles of Association contained therein were adopted by Special Resolution at the General Meeting held on 15th January, 1993.

The
Society for Growing
Australian Plants —
NSW Limited
A.C.N. 002 680 408

**MEMORANDUM
AND ARTICLES OF
ASSOCIATION**

Name Change
The Company changed its name
on 30th October 2000 to
Australian Plants Society NSW Ltd

The Articles of Association contained herein were
adopted by special resolution at the General Meeting
held on 15th January 1993

MEMORANDUM OF ASSOCIATION

1. The name of the Company is "The Society for Growing Australian Plants – NSW Limited" (hereinafter called the Company).
2. The objects for which the Company is established are:
 - (a) To take over funds and other assets and liabilities of the present unincorporated body known as the "Society for Growing Australian Plants NSW Region".
 - (b) To foster and promote appreciation study and participation in growing and propagating Australian native plants.
 - (c) By any lawful means to foster and support and promote the preservation and conservation of Australian native plants.
 - (d) To encourage the use of Australian native plants in home gardens and public places.
 - (e) To improve Australian native plants as garden subjects.
 - (f) To interest nurserymen in propagating and supplying Australian native plants to the public.
 - (g) To increase and disseminate general knowledge of Australian native plants.

Solely for the purpose of carrying out the aforesaid objects and not otherwise:

- (h) To organise promote and encourage scientific research tuition classes study groups lectures meetings seminars conferences group outings excursions expeditions and tours.
- (i) To acquire establish equip and maintain premises classrooms studies meeting rooms libraries arboreta and gardens.
- (j) To record all information received by the Company on methods of propagation and of the supply of plants and seeds available for distribution and to convey such information from time to time to members as well as to the general public and, generally, to acquire and/or publish and disseminate books magazines newspapers periodicals leaflets illustrative and literary works.
- (k) To promote encourage and undertake the exchange of ideas and provide facilities for social intercourse between members and persons interested in any of the objects of the Company.
- (l) To seek the support assistance and co-operation of any public authority and of any body organisation or person interested in furthering any of the objects of the Company and to adopt such measures as may be conducive to the promotion of cordial relationships between the Company and the body organisation or person aforesaid.

- (m) To hold or arrange competitions and provide or contribute towards the provision of prizes, awards and distinctions in connection therewith.

Provided that no member of the Association shall receive any prize money or distinction of monetary value except as a successful competitor at any competition held or promoted by the Company.

- (n) To subscribe to; become member of; co-operate with; establish; or amalgamate with any other association or organisation, whether incorporated or not, whose objects are similar to those of the Company.

Provided that the Company shall not subscribe to or support with its funds or amalgamate with any association or organisation which does not prohibit the distribution of its income and property among its members to an extent at least as great as that imposed on the Company under or by virtue of Clause 3 of the Memorandum.

- (o) To buy, sell and deal in all kinds of apparatus, liquid and solid, required by the members of the Company or persons frequenting the Company's premises.
- (p) To purchase, take on lease or in exchange, hire and otherwise acquire any lands, building, easements or property, real and personal, and any rights or privileges which may be requisite for the purpose of, or capable of being conveniently used in connection with, any of the objects of the Company.

Provided that in case the Company shall take or hold any property which may be subject to any trusts the Company shall only deal with the same in such manner as is allowed by law having regards to such trusts.

- (q) To enter into any arrangements with any Government or authority, supreme, municipal, local or otherwise, that may seem conducive, to the Company's objects or any of them and to obtain from any such Government or authority any rights, privileges and concessions which the Company may think it desirable to obtain, and to carry out, exercise and comply with any such arrangements, rights, privileges and concessions.
- (r) To appoint, employ, remove or suspend such managers, clerks, secretaries, servants, workman and other persons as may be necessary or convenient for the purposes of the Company.
- (s) To establish and support or aid in the establishment and support of associations, institutions, funds, trusts and conveniences calculated to benefit employees or past employees of the Company or the dependants or connections of any such persons: and to grant pensions and allowances; and to make payments towards insurances; and to subscribe or guarantee money for charitable or benevolent objects or for any public, general or useful object.
- (t) To construct, improve, maintain, develop, work, manage, carry out, alter or control any houses, buildings, grounds, works or conveniences, which may seem calculated directly or indirectly to advance the Company's interest, and to contribute to, subsidise or otherwise and take part in the construction, improvement, maintenance, development, working management, carrying out, alteration or control thereof.

- (u) To invest and deal with the money of the Company not immediately required in such a manner as the committee thinks fit.
- (v) To borrow or raise or secure the payment of money in such manner as the Company may think fit and to secure the same or the repayment or performance of any debt liability contract guarantee or other engagement incurred or to be entered into by the Company in any way and in particular by the issue of debentures perpetual or otherwise charged upon all or any of the Company's property (both present and future) and to purchase, redeem or pay off such securities.
- (w) To make, draw. Accept, endorse, discount, execute, and issue promissory notes, bills of exchange, bills of lading and other negotiable or transferable instruments.
- (x) To sell, improve, manage, develop, exchange, lease, dispose of, turn to account or otherwise deal with all or any part of the property and rights of the Company.
- (y) To take or hold mortgages, liens and charges to secure payment of the purchase price or any unpaid balance of the purchase price, of any part of the Company's property of whatsoever kinds sold by the Company or any money due to the Company from purchasers and others.
- (z) To take any gift of property whether subject to any special trust or not, for any one or more of the objects of the Company but subject always to the proviso in paragraph (p) of the Clause 2.
- (aa) To take such steps by personal or written appeals, public meetings, or otherwise, as may from time to time be deemed expedient for the purpose of procuring contributions to the funds of the Company, in the shape of donations annual subscriptions or otherwise.
- (ab) To print and publish any newspapers, periodicals, books or leaflets that the Company may think desirable for the promotions of its objects.
- (ac) To purchase or otherwise acquire and undertake all or any part of the property, assets, liabilities and engagements of any one or more of the companies, institutions, societies or associations with which the Company is authorised to amalgamate.
- (ad) To transfer all or any part of the property, assets, liabilities and engagements of the Company to any one or more of the companies, institutions, societies or organisations with which the Company is authorised to amalgamate.
- (ae) To make donations for patriotic or charitable purposes.
- (af) To transact any lawful business in aid of the Commonwealth of Australia in the persecution of any war in which the Commonwealth of Australia is engaged.
- (ag) To establish and control sub-branches or sub-groups of the Company.
- (ah) To act as an agent for individuals or other bodies whether incorporated or unincorporated in the sale of horticultural or botanical products or equipment.

(ai) To buy and sell horticultural or botanical products.

PROVIDED that the Company shall not support with its funds any activity or endeavour to impose on or procure to be observed by its members or others any regulations or restrictions, which if an object of the Company would make it a trade union with the meaning of the Trade Unions Act.

The powers set forth in the Second Schedule of the Companies (New South Wales) Code shall not apply to the Company except insofar as they are included in this Clause 2.

3. The income and property of the Company, whencesoever derived, shall be applied solely towards the promotion of the objects of the Company as set forth in this Memorandum of Association; and no portion thereof shall be paid or transferred, directly or indirectly, by way of dividend bonus or otherwise to the members of the Company.

PROVIDED that nothing herein contained shall prevent the payment in good faith of remuneration to any officer or servants of the Company or to any member of the Company in return for any services actually rendered to the Company or for goods supplied in the ordinary and usual way of business nor prevent the payment of interest at a rate not exceeding the rate for the time being fixed for the purposes of this paragraph by the Articles of Association or reasonable and proper rent for premises demised or let by any member to the Company but so that no members of the Committee or Governing Body of the Company or ANY OFFICE OF THE Company paid by fees and that no remuneration or other benefit in money or money's worth shall be paid or given by the Company to any member of such council or governing body except repayment of out-of-pocket expenses and interest at the rate aforesaid on money lent or reasonable and proper rent for premises demised or let to the Company.

4. The liability of the members is limited.

5. Every member of the Company undertakes to contribute to the assets of the Company, in the event of the same being wound up while he is a member, or within one year after he ceases to be a member, for payment of the debts and liabilities of the Company (contracted before he ceases to be a member) and of the costs, charges and expenses of winding up and for the adjustment of the rights of the contributories amongst themselves, such amount as may be required, not exceeding one hundred dollars (\$100.00).

6. If on the winding or dissolution of the Company, there remains, after satisfaction of all its debts and liabilities, any property whatsoever, the same shall not be paid to or distributed among its members of the Company, but shall be given or transferred to some other institution or institutions having objects similar to the objects of the Company, and whose Memorandum of Association or Constitution shall prohibit the distribution of its or their income and property among its members to an extent at least as great as imposed on the Company under or by virtue of Clause 3 hereof, such institutions to be determined by its members of the Company at or before the time of the dissolution and in default thereof by application to the Supreme Court for determination.

7. True accounts shall be kept of the sums of money received and expended by the Company, and the matter in respect of which such receipt and expenditure takes place, and of the property, credits and liabilities of the Company; and, subject to any reasonable restrictions as to the time and manner of inspecting the

same that may be imposed in accordance with the Articles of Association for the time being in force, shall be open to the inspection of the members. Once at least in every year, the accounts of the Company shall be examined by one or more properly qualified Auditor or Auditors who shall report to the members in accordance with the provisions of the Code.

8. The names, addresses and occupations of the subscribers are as follows:-

RAYMOND THOMAS PAGE – (address at that date) – Teacher.
 JOAN FFOULKES DONEY – (address at that date) – Retired.
 IMELDA CRIMMINS – (address at that date) – Public Servant.
 HUGH PENN STACY – (address at that date) – Engineer.
 GLENYS MARGARET FRAZER-HARVEY – (address at that date) – Secretary.
 WILLIAM HERBERT PAYNE – (address at that date) – Engineer.
 PETER MAURICE OLDE – (address at that date). – Company Director.
 MARK WILLIAM BAKER – (address at that date) – Teacher.
 ERROL STRATHMORE THURSTON – (address at that date) – Retired.

We, the several persons whose names and addresses are subscribed are desirous of being formed into a company in pursuance of the Memorandum of Association.

Signatures of Subscribers	Witness to signature and address of witness
I. Cummins, W.H. Payne, J.F. Doney, Mark W. Baker, Hugh Stacy, R. Page, P.M. Olde, Errol Thurston, G.M. Frazer-Harvey	B.E. Hayward 33 Shaws Street, BEXLEY NORTH.

Dated this 10TH DAY OF October, 1983.

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ARTICLES OF ASSOCIATION

Adopted by Special Resolution at the General Meeting held
on 15th January, 1993

INTERPRETATION

1. In these Articles:
 - “Law” means the Corporations Law and includes any amendment or re-enactment thereof or any legislation passed in substitution therefore.
 - “Company” means The Society for Growing Australian Plants – NSW Limited.
 - “Unincorporated Association” means the unincorporated body known as “The Society for Growing Australian Plants – NSW Region”.
 - “Council” means the board of directors and governing council of the Company.
 - “Seal” means the common seal of the Company.
 - “Secretary” means any person appointed to perform the duties of a secretary of the Company and includes an honorary secretary.
 - “State” means the State of New South Wales.

Expressions referring to writing shall, unless to the contrary intention appears, be construed as including references to printing, lithography, photography, photocopying and other modes of representing or reproducing words in a visible form.

Words or expressions contained in these Articles shall be interpreted in accordance with the provisions of law.

2. The Company was established for the purposes set out in the Memorandum of Association.

MEMBERSHIP

3. Such persons as the Council shall admit to membership in accordance with these Articles shall be members of the Company. Such Membership shall be divided into the following classes:
 - (a) Ordinary Members.
 - (b) Junior Members.
 - (c) Life Members.
 - (d) Honorary Members.

Ordinary members shall be persons over the age of 18 years who have been accepted for membership in accordance with these Articles.

Junior Members shall be persons under the age of 18 years who have been accepted for membership in accordance with these Articles. Junior Members shall not be entitled to vote at meetings of the Company nor nominate persons or themselves for the position of an office-bearer.

Life Members shall be persons appointed as such by a vote of not less than two-thirds of the ordinary members present (either in person or by proxy) at an Annual general Meeting. Nominations for such position may be made by the Council or by a District Group and shall be supported by a written resume of the services of the nominee to the Company, to the objects of the Company or to the Unincorporated Association. Any nomination must be endorsed by the Council prior to consideration by the Annual General Meeting. No more than two Life

Members may be appointed in each calendar year except where one or more nominations is for both as husband and wife and the meeting approves of such a double appointment or appointments. Life Members shall have all the rights and powers of ordinary members but shall not be required to pay membership subscriptions.

Honorary Members shall be persons nominated by either the Council or a District Group as persons who are likely to further the objects of the Company or have in the past rendered valuable assistance to the Company. The Council shall decide whether to grant such Honorary Membership and the period of such membership. Honorary Members shall not be entitled to vote or nominate either themselves or others for the position of an office-bearer. Honorary Members shall not be required to pay membership subscriptions.

4. Every application for membership of the Company shall be made in writing, signed by the applicant and shall be in such form as the Council from time to time prescribes. Every application for membership shall be accompanied by the payment of the first annual subscription and the entrance fee (if any).

5. At the next meeting of the Council after the receipt of any application for membership, such application shall be considered by the Council, who shall thereupon determine upon the admission or rejection of the applicant. In no case shall the Council be required to give any reason for the rejection of an applicant. Upon acceptance by the Council the applicant shall thereupon become a member of the Company.

6. When an application has been accepted for membership the Company shall forthwith sent to the applicant written notice of his or her acceptance and a copy of the Company's Memorandum and Articles of association.

7. The entrance fee and annual subscription payable by members of the Company shall be such as the Council shall from time to time prescribe.

8. Annual subscriptions shall be due and payable on the anniversary of the commencement of a member's membership of the Company or as the Council may otherwise determine.

CESSATION OF MEMBERSHIP

9. If the subscription of a member shall remain unpaid for a period of two (2) calendar months after it becomes due then the member may after notice of a default shall have been sent to him or her by the Company be debarred by resolution of the Council from all privileges of membership provided that the Council may reinstate the member on payment of all arrears if the Council thinks fit to do so.

10. A member may at any time by giving notice in writing to the Secretary resign his or her membership of the Company but shall continue to be liable for any annual subscription and all arrears due and unpaid at the date of his or her resignation and for all other monies due by him or her to the Company and in addition for any sum not exceeding one hundred dollars for which he or she is liable as a member of the Company under Clause 5 of the Memorandum of Association of the Company.

11. If any member shall wilfully refuse or neglect to comply with the provisions of the Memorandum or Articles of Association of the Company or shall be guilty of any conduct which in the opinion of the Council is unbecoming of a member or prejudicial to the interest of the Company, the Council shall have the power by

resolution to censure fine suspend or expel the member from the Company. At least one (1) week before a meeting of the Council at which such a resolution is to be considered the member shall be given notice of such meeting and of what is alleged against him or her and of the intended resolution and he or she shall at such meeting and before the passing of such resolution and he or she shall at such meeting and before the passing of such resolution have an opportunity of giving orally or in writing any explanation or defence he or she may think fit and if at the meeting such a resolution be passed by a majority of two-thirds of those present and voting (such a vote to be take by ballot) the member concerned shall be punished accordingly and in the case of a resolution for his or her expulsion the member shall be expelled.

GENERAL MEETINGS

12. An annual general meeting of the Company shall be held no later than May in each year in accordance with the provisions of the Law. The Company shall hold no less than three further general meetings in each calendar year.

13. At least three members of the Council may whenever they think fit requisition an extraordinary general meeting and an extraordinary general meeting shall be convened on such requisition or in default may be convened by such requisitions as provided by the Law.

14. Subject to the provisions of the Law relating to special resolutions and agreements for shorter notice, at least fourteen (14) days notice (exclusive of the day on which the notice is served or deemed to be served and exclusive of the day for which notice is given) specifying the place the day and the hour of meeting and in case of special business the general nature of that business shall be given to such persons as are entitled to receive such notices from the Company.

15. For the purpose of Article 14, all business that is transacted at an extraordinary general meeting or at an annual or ordinary general meeting shall be special, with the exception of general business, consideration of the accounts, balance sheets and the report of the Council and Auditors, the election of officers and other members of the Council in the place of those retiring and the appointment, if necessary, of the Auditors.

PROCEEDINGS AT GENERAL MEETING

16. No business shall be transacted at any general meeting unless a quorum of members is present at the time when the meeting proceeds to business. Save as herein otherwise provided, 40 ordinary members present in person shall be a quorum. For the purposes of the Article "member" includes a person attending as a proxy or as representing a corporation which is a member.

17. If within half an hour from the time appointed for the meeting a quorum is not present, the meeting, if convened upon the requisition of members, shall be dissolved or, in any other case, it shall stand adjourned to the same day in the next week at the same time and place, or to such day and at such other time and place as the Council may determine, and if at the adjourned meeting a quorum is not present (being not less than three) shall be a quorum.

18. The president shall preside as a Chairman at every general meeting of the Company, or if there is no President, or if he or she is not present within fifteen minutes, after the time appointed for the holding of the meeting or is unwilling to act, a Vice-President shall be the Chairman, or if a Vice-President is not present

or is unwilling to act then the members present shall elect one of their number to be Chairman of the meeting.

19. The Chairman may, with the consent of any meeting at which a quorum is present (and shall if so directed by the meeting), adjourn the meeting from time to time and from place to place, but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place. When a meeting is adjourned for thirty (30) days or more, notice of the adjourned meeting shall be given as in the case of an original meeting. In every other case, it shall not be necessary to give any notice of an adjournment or the business to be transacted at an adjourned meeting.

20. At any general meeting a resolution put to the vote of the meeting shall be decided on the show of hands unless a poll is (before or on the declaration of the result of the show of hands demanded:

(a) by the Chairman; or

(b) by at least seven (7) members present in person or by proxy.

Unless a poll is so demanded a declaration by the Chairman that a resolution has on the show of hands has been carried or carried unanimously, or by a particular majority, or lost, and an entry of that effect in the book containing the minutes of the proceedings or the meeting shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the resolution. The demand for a poll may be withdrawn.

21. If a poll is duly demanded it shall be taken in such a manner and either at once or after an interval or adjournment or otherwise as the Chairman directs, and the result of the poll shall be a resolution of the meeting at which the poll was demanded but a poll demanded on the election of a chairman or a question of adjournment shall be taken forthwith.

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

23. A member may vote in person or by proxy or by attorney and on a show of hands every person present who is a member or representative of a member shall have one vote and a poll every member present in person or by proxy or by attorney or other duly authorised representative shall have one vote.

24. No member shall be entitled to vote at any general meeting if his or her annual subscription shall be more than one (1) month in arrears at the date of that meeting.

25. The instrument appointing a proxy shall be in writing under the hand of the appointor or of his or her attorney duly authorised in writing or, if the appointor is a corporation, either under the seal or under the hand of an officer or attorney duly authorised. The instrument appointing a proxy shall be deemed to confer authority to demand or to join in demanding a poll. A member shall be entitled to instruct his or her proxy in favour of or against any proposed resolutions. Unless otherwise instructed the proxy may vote as he or she thinks fit. A proxy need not be a member of the Company.

26. The instrument appointing a proxy may be in the following form or in a common or usual form.

TO:
 THE SOCIETY FOR GROWING AUSTRALIAN PLANTS – NSW LIMITED
 I,.....of.....
 being a member of The Society for Growing Australian Plants – NSW Limited
 (hereafter called “the Company”
 appoint.....as my proxy to vote on my
 behalf at the (annual, ordinary or extraordinary as the case my be) general
 meeting of the Company, to be held on.....day of
and an adjournment of that meeting. My proxy is hereby
 authorised to *in favour of /*against the following resolutions:

Signed thisday of,19....

.....
 (Name)

Note: In the event of the member desiring to vote for or against any resolution he or she may instruct his or her proxy accordingly. Unless otherwise instructed, the proxy may vote as he or she thinks fit.
 * Strike out whichever is not desired.

27. The instrument appointing a proxy and the power of attorney or other authority, if any, under which it is signed or a certified copy of that power or authority shall be deposited at the registered office of the company , or at such place within the State as is specified for that purpose in the notice convening the meeting, not less than forty-eight hours before the for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote, or, in the case of a poll, not less than twenty-four hours before the time appointed for the taking of the poll and in default the instrument of proxy shall not be treated as valid.

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

THE COUNCIL

29. The office-bearers of the Company shall consist of:

- (a) A President;
- (b) Two Vice-Presidents;
- (c) An Honorary Treasurer;
- (d) Editor of ‘Australian Plants’;
- (e) Membership Officer;
- (f) A publicity Officer;
- (g) Editor of “Native Plants of New South Wales”;
- (h) An Exhibition Manager;
- (i) A Programme Officer;
- (j) A Conservation Officer;
- (k) A Properties Officer;
- (l) A company Co-Ordinator; and
- (m) One delegate from each District Group having a membership of more than 10,

All of whom shall be members of the Company.

30. The Council shall consist of the office bearers and every other person nominated or appointed in accordance with these Articles. Subject to his or her consent in writing to act as a director, each member of the Council shall become a director of the Company upon his or her election, nomination or appointment to the Council.

31. At the annual general meeting of the Company the office bearers and other members of the Council other than delegates of District Groups and the Secretary or Honorary Secretary shall be elected from among the members, and such office-bearers and other members of the Council shall hold office until the next annual general meeting when they shall retire but they shall be eligible for re-election.

PROVIDED the position of President shall not be held by the same person for more than three years in succession.

32. The election of office-bearers and other members of the Council (other than delegates of District Groups) shall take place in the following manner:

- (a) Any two members of the Company shall be at liberty to nominate any other member to serve as an office bearer either in writing and signed by the member and his or her proposer and seconder and lodged with the Secretary at least fourteen (14) days before the annual general meeting at which the election is to take place, or from the floor of the annual general meeting duly proposed and seconded by ordinary members of the Company.
- (b) In case there shall not be sufficient number of candidates nominated the Council may fill up the remaining vacancy or vacancies.

Delegates of District Groups shall be nominated to the positions on the Council by the appropriate District Group and shall not be subject to election by the general body of members.

33. The Company may from time to time by ordinary resolution passed at a general meeting vary the number of office-bearers or other members of Council.

34. The Council shall have the power at any time, and from time to time, to appoint any member to the Council, either to fill a casual vacancy or as an addition to the existing office-bearers or other members of the Council, but so that the total number of office-bearers or other members of Council (other than delegates of District groups) shall not at any time exceed the number fixed in accordance with these Articles. Any office-bearer or other member of the Council so appointed shall hold office only until the next following annual general meeting.

35. The Company may by ordinary resolution of which special notice has been given remove any office-bearer or other member of the Council before the expiration of his or her period in office and may by ordinary resolution appoint another in his or her stead. The person so appointed shall hold office only until the next annual general meeting.

36. The office of a member of the Council shall become vacant if the member:

- (a) becomes bankrupt or makes any arrangement or composition with his or her creditors generally;

- (b) becomes prohibited from being a director of a company by reason of any order made under the Law;
- (c) cease to be a member of the Council by operation of section 228 of the Law;
- (d) becomes of unsound mind or a person whose person or estate is liable to be dealt with in any way by the law relating to mental health;
- (e) resigns his or her office by notice in writing to the Company;
- (f) for more than six (6) months is absent without permission of the Council from meetings of the Council held during that period;
- (g) holds any office of profit under the Company;
- (h) ceases to be a member of the Company;
- (i) does not fully and properly disclose any direct or indirect interest in any contract or proposed contract with the Company PROVIDED always that nothing in this paragraph shall affect the operation of Clause 3 of the Memorandum of Association of the Company; and
- (j) being a delegate of a District Group, ceases to be the authorised representative of such Group.

POWERS AND DUTIES OF THE COUNCIL

37. The business of the Company shall be managed by the Council who may exercise all such powers of the Company as are not by the Law or by these Articles required to be exercised by the Company in general meeting, subject to any of these Articles, to the provisions of the Law, and to such regulations, being not inconsistent with the aforesaid Articles or provisions, as may be prescribed by the Company in general meeting PROVIDED that any rule regulation or by-law of the Company made by the Council may be disallowed by the Company in general meeting and PROVIDED FURTHER that no resolution made by the Company in general meeting shall invalidate any prior act of the Council which would have been valid if that resolution or regulation had not been passed or made.

38. The Council may exercise all the powers of the Company to borrow money and to mortgage or charge its property, or any part thereof, and issue debentures and other securities whether outright or as security for any debt, liability, or obligation of the Company.

39. For the purposes of Clause 3 of the Memorandum of Association the rate of interest payable in respect of money lent by members to the Company shall not exceed the lowest rate paid for the time being by banks in the State in respect of term deposits.

40. All cheques, promissory notes, drafts, bills of exchange and other negotiable instruments shall be signed, drawn, accepted, endorsed or otherwise executed, as in the case may be, by any two members of the Council or in such other manner as the Council from time to time determines.

41. The Council shall cause minutes to be made:

- (a) of all appointments of officers and servants;
- (b) of names of members present at all meetings of the Company and of the Council; and
- (c) of all proceedings at all meetings of the Company and of the Council.

Such minutes shall be signed by the Chairman of the meeting at which the proceedings were held or by the Chairman of the next succeeding meeting.

PROCEEDINGS OF THE COUNCIL

42. The Council shall meet together for the dispatch of business no less than four times per year and may adjourn and otherwise regulate its meetings as it thinks fit. The President may at any time, and the Secretary shall on the requisition of three members of the Council, summon a meeting of the Council.

43. Subject to these Articles, questions arising at any meeting of the Council shall be decided by a majority of votes and each member of the Council shall have one vote. In case of an equality of votes the Chairman of the meeting shall have a second or casting vote.

44. Subject to Article 36(i) a member of the Council shall not vote in respect of any contract or proposed contract with the Company in which he or she is interested, or any matter arising therefrom and if he or she does so vote his or her vote shall not be counted.

45. The quorum necessary for the transaction of the business of the Council shall be seven.

46. The continuing members of the Council may act notwithstanding any vacancy in the Council, but if and so long as their number is reduced below the number fixed by or pursuant to these Articles as the necessary quorum of the Council, the continuing member or members may act for the purpose of increasing the number of members of the Council or of summoning a general meeting of the Company but for no other purpose.

47. The President shall preside as Chairman at every meeting of the Council, or if there is no President, or if at any meeting he or she is not present within ten minutes after the time appointed for holding the meeting a Vice-President shall be Chairman, or if a Vice-President is not present at the meeting then the members may choose one of their number to be the Chairman of the meeting.

48. With the permission of the Council any or all members of the Council may participate in any meeting by radio, telephone, closed circuit television or other means of audio or audio-visual communication, and for the purpose of determining whether a quorum of the Council is present and for all other purposes any member of the Council so participating in the meeting shall be deemed to be present at the meeting.

49. The Council may delegate any of its powers and or functions (not being the duties imposed on the council as the directors of the Company by the Law or the general law) to one or more sub-committees consisting of such member or members of the Company as the Council thinks fit. Any sub-committee so formed shall conform to any regulation that may be imposed by the Council and subject thereto shall have power to co-opt any member or members of the Company and all members of such sub-committees shall have one vote.

50. The Council may appoint one or more advisory boards consisting of such member or members of the council as the Council thinks fit. They shall conform to any regulation that may be imposed by the Council and subject thereto shall have power to co-opt any member or members of the Company and all members of such advisory boards shall have one vote.

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

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

DISTRICT GROUPS

53. The Company may establish sub-branches determined on geographical boundaries termed "District Groups".

54. Such District Groups shall operate as an integral part of the Company and shall only be comprised of persons who are members of the company.

55. A District Group may conduct fundraising operations and pay the proceeds of such into a bank account approved by the Council but shall not hold any asset in any capacity other than as an agent of the Company and under no circumstances may any part of such funds or any other income or property be transferred or paid, directly or indirectly to any members of the District Group. Any bank account created by a District Group shall require the signature of at least two members of the District Group.

56. A District Group shall not:

- (a) enter into any agreement which shall create a liability exceeding:
 - (i) its liquid assets; or
 - (ii) when aggregated with all other liabilities of the District Group, its total assets; or
 - (iii) two thousand dollars (\$2,000.00); or
- (b) expend any money or make any gift or donation exceeding two thousand dollars (\$2,000.00), without prior approval of the Council.

57. The books of accounts and minutes of District Groups shall be made available for inspection by an authorised representative of the Company on the giving of seven (7) days' notice.

58. A District Group shall not be established except with the approval of the Council. Such approval shall be sought by the written application of at least four members of the Company resident in the area proposed.

59. The meetings of District Groups shall be notified to the Secretary of the Company and shall be open to any members of the Company.

60. A District Group shall maintain proper accounts and minutes of meetings and shall forward a statement of the accounts and details of assets and liabilities to the Company not later than 31st December in each year.

61. A District Group shall have its own set of rules but such rules shall have no validity until approved by the Council and in any event such rules shall not be inconsistent with the Memorandum and Articles of Association of the Company and the provisions of the Law.

62. If a District Group ceases to operate or in the opinion of the Council has become defunct or is disbanded in accordance with these Articles then the assets (if any) of that Group shall be transferred to the bank accounts operated by the Company, the minutes books and other records shall be forwarded to the Secretary of the Company and the Group shall cease to exist.

63. If in the opinion of the Council a District Group is being conducted otherwise than in accordance with these Articles or in a manner detrimental to the Company or the objects of the Company, then the Council may resolve to either disband such Group, declare the positions of its office-bearers vacant and call new elections (replacing such office-bearers with nominees of the Council pending such elections), call a special meeting of the District Group or impose a fine or other sanctions on such Group PROVIDED that any such action shall only be taken after one month's written notice shall have been forwarded to the Secretary of the Group and the Group shall have been given a reasonable opportunity to make written or verbal submissions to the Council meeting at which such resolution is to be considered and PROVIDED FURTHER that any resolution to disband a district Group shall require a vote of two-thirds of those present and voting at such a Council meeting.

64. A District Group shall give notice in writing to the Secretary of the Company of the name of the person nominated as its delegate and of any change in the person so nominated. Such notice shall be given prior to the first Council meeting attended by the delegate.

SECRETARY

65. The Secretary shall in accordance with the Law appointed by the Council for such term and upon such conditions as it thinks fit, and any Secretary so appointed may be removed by it. Nothing herein shall prevent the Council from appointing a member of the Company as Honorary Secretary and any member so appointed shall forthwith become an office-bearer of the Company and, if not already a member of the Council, ex officio a member of the Council and he or she shall be subject to the provisions of Clause 3 of the Memorandum of Association.

SEAL

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

ACCOUNTS

67. The Council shall cause proper accounting and other records to be kept and shall distribute copies of every profit and loss account and balance sheet (including every document required by law to be attached thereto) accompanied by a copy of the Auditor's report thereon as required by the Law PROVIDED however that the Council shall cause to be made out and laid before each annual general meeting a balance sheet and profit and loss account made up to a date not more than five (5) months before the date of the meeting.

68. The Council may from time to time determine in accordance with Clause 7 of the Memorandum of Association at what times and places and under what conditions or regulations the accounting and other records of the Company shall be open to the inspection of members.

AUDIT

69. A properly qualified Auditor or Auditors shall be appointed and his or her or their duties regulated in accordance with the Law.

NOTICES

70. Any notice required by law or by or under these Articles to be given to any member shall be given by sending it by post to him or her at his or her registered address, or (if he or she has no registered address within the State) to the address, if any, within the State supplied by him or her to the Company for the giving of notice to him or her. Where a notice is sent by post, service of notice shall be 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 any other case at the time at which the letter would be delivered in the ordinary course of post.

71.

(1) Notice of every general meeting shall be given in any manner hereinbefore authorised to:

(a) every member except those members who (having no registered address within the State) have not supplied to the Company an address within the State for giving of notices to them; and

(b) the Auditor or Auditors for the time being of the Company.

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

WINDING UP

72. The provisions of Clause 5 of the Memorandum of Association relating to the winding-up or dissolution of the Company shall have effect and be observed as if the same were repeated in these Articles.

INDEMNITY

73. Every member of the Council, Auditor, Secretary and other officer for the time being of the Company shall be indemnified out of the assets of the Company against any liability arising out of the execution of the duties of his or her office which is incurred by him or her in defending any proceedings, whether civil or criminal, in which judgement is given in his or her favour or in which he or she is

acquitted or in connection with any application under the Law in which relief is granted to him or her by the Court in respect of any negligence, default, breach of duty or breach of trust.

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15th May, 1998 – AGM.

That a gift fund, called the Australian Plants Fund, be set up under the Memorandum of Association, for the specific purpose of conservation of, and dissemination of information and provision of education about Australian Plants in the natural environment

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16th May, 2000 – AGM.

That the Company name be changed from 'The Society of Growing Australian Plants NSW – Limited' to 'Australian Plants Society NSW Ltd'.

That the Memorandum of Association of the Company be amended to incorporate the change of Company name to 'Australian Plants Society NSW Ltd'.

17th May, 2008 – AGM.

Clause 56 be deleted and substituted by the following –

56. A District Group shall not:

- (a) enter into any agreement that shall create a liability exceeding:
 - (i) its liquid assets; or
 - (ii) when aggregated with all other liabilities of the District Group, its total assets; or
 - (iii) four thousand dollars (\$4,000)
- (b) expend any money or make any gift or donation exceeding four thousand dollars (\$4,000), without prior approval of the Council.

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29th May, 2009 – AGM.

That the Memorandum and Articles of Association of the Company be amended by deleting **Clause 29** and substituting the following:

29. The office-bearers of the Company shall consist of:

- (a) a President;
- (b) two Vice Presidents;
- (c) an Honorary Treasurer;
- (d) a membership Officer;
- (e) a Publicity Officer;
- (f) an Exhibition Co-ordinator;
- (g) a Programme Officer;

- (h) a Conservation Officer;
- (i) a Properties Officer;
- (k) a Company Co-ordinator; and
- (l) one delegate from each District Group having a membership of more than 10, all of whom shall be members of the Company.

That the Memorandum and Articles of Association of the Company be amended by deleting **Clause 30** and substituting the following:

- 30.** The Council shall consist of the officer-bearers and other persons elect or appointed in accordance with **Clause 32** and **34** of these Articles. Subject to his or her consent in writing to act as a director, each member of the Council shall become a director of the Company upon his or her election or appointment to the Council.

To insert a new clause in the Memorandum and Articles of Association of the Company under the heading 'Appointed Officers' as **Clause 65 (b)**

65 (b)

The Council will be responsible for the appointment of an Editor of '*Australian Plants*' and an Editor of '*Native Plants of New South Wales*'. Such appointments can be of a committee or consortium or an individual. Those appointed would be required to operate under the guidance and direction of Council and to ensure that all material included in the journals is in accordance with the aims and objectives of the Society and appropriate copyright provisions.

The clause dealing with the appointment of the Secretary would be re-numbered as **65 (a) Secretary**.

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