

LAW INSTITUTE OF VICTORIA LIMITED

ABN 32 075 475 731

CONSTITUTION

Revised Constitution proposed to be adopted by the membership at the Annual General Meeting (AGM) on 18 November 2020 effective commencing 18 November 2020.

Corporations Act 2001

Company Limited by Guarantee
and Not Having a Share Capital

CONSTITUTION

OF

LAW INSTITUTE OF VICTORIA LIMITED

ABN 32 075 475 731

PART A

1. Name

The name of the Company is Law Institute of Victoria Limited.

2. **Purpose**

2.1 The purpose of the Company is to:

- 2.1.1 foster the rule of law and to promote improvements and developments in the law;
- 2.1.2 safeguard the rule of law by fostering the independence of the Australian legal profession to promote public confidence;
- 2.1.3 advance education, training and research in the practice of law for the Australian legal profession;
- 2.1.4 determine, enforce and maintain competent, highly professional, and ethical standards for the practice of law;
- 2.1.5 provide an environment to strengthen and promote the development and support of the community in respect of legal matters and those working in the law;
- 2.1.6 provide authoritative advice, information and opinion to other professional organisations, to governments and to the community;
- 2.1.7 promote justice and access to justice for all.

2.2 To effect this Purpose, the Company will amongst other things:

- 2.2.1 promote high standards of practice, ethics and professional integrity in relation to training, specialist education, assessment, research and practice to protect the community and the rights of members of the community;
- 2.2.2 establish education and training programs for lawyers to support their continual competence and effectiveness;
- 2.2.3 encourage and support members and all legal practitioners to undertake continuous professional development;
- 2.2.4 engage with members of the community to ensure that the interactions with the legal system are informed, fair and effective
- 2.2.5 work with governments, regulators and other relevant organisations, to advance the interests of the legal profession and to protect the community;
- 2.2.6 advocate as an informed party on any issue which affects the ability of lawyers to meet their responsibilities to the community;
- 2.2.7 promote cooperation with organisations which have objectives similar to the Company in Australia as well as internationally.

- 2.3 In pursuit of the achievement of this purpose, the Company shall have all powers and functions necessary or desirable to the maximum extent permitted by law.

3. Application of Income and Property

The income and property of the Company, from wherever it is derived, must be applied solely towards promoting the Company's objects as set out in this constitution.

4. No Distribution to Members

- 4.1 The Company must not distribute, pay or transfer to its members, directly or indirectly, by way of dividend, bonus or otherwise, any of the property or income of the Company.

- 4.2 Clause 4.1 does not prevent:

- (1) the payment in good faith of remuneration 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; or
- (2) the payment of reasonable and proper rent for premises leased by any member to the Company, or interest at reasonable and proper commercial rates on money borrowed from a member.

5. Limited Liability of Members

- 5.1 Every member of the Company undertakes to contribute to the property of the Company, if it is wound up while he or she is a member or within 1 year after he or she ceases to be a member, for payment of the debts and liabilities of the Company (contracted before he or she 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 among themselves the amount required, but not exceeding \$10.00.

6. Winding Up

- 6.1 If on the winding up or dissolution of the Company any property remains, after satisfaction of all its debts and liabilities, that property must not be paid to or distributed among the members of the Company but must be given or transferred to some other institution or institutions to be determined by the members of the Company at or before the time of dissolution.

- 6.2 If the members do not make the necessary determination under clause 6.1, the Company may apply to the Supreme Court to determine the institution or institutions.

- 6.3 No institution is eligible to receive property under this clause 6 unless:

- (1) it has objects similar to the company's objects;
- (2) its constitution prohibits the distribution of its income and property among its members at least to the extent imposed on the Company under clauses 3 and 4.

*PART B***INTRODUCTION****1. Definitions and Interpretation**

1.1 In this constitution:

- (1) "Act" means the *Legal Profession Uniform Law Application Act 2014*;
- (2) "Australian Lawyer" means a person who is admitted to the Australian legal profession and practises in Victoria.;
- (3) "Australian Legal Practitioner" means an Australian Lawyer who holds a current Australian practising certificate, other than a person who engages in legal practice solely as a barrister;
- (4) "Australian Practising Certificate" means a practising certificate granted to an Australian Lawyer under Schedule 1, Part 3.3 of the Act as applied in a participating jurisdiction; or a practicing certificate granted to an Australian Lawyer under a law of a non-participating jurisdiction entitling the lawyer to engage in legal practice;
- (5) "Board" means the Victorian Legal Services Board as provided under Part 3, Division 2 of the Act;
- (6) "Casual Appointee" means a member who has been appointed to fill a casual vacancy on the Council;
- (7) "Chief Executive Officer" means the person appointed as chief executive officer under clause 68;
- (8) "City Legal Practitioner" means an Australian Legal Practitioner whose Principal Place of Practice is situated within the City Area;
- (9) "City Area" means the areas to which the Australia Post postcodes in Schedule 1 relate;
- (10) "clause" means a clause of this constitution;
- (11) "Company" means Law Institute of Victoria Limited ABN 32 075 475 731;
- (12) "Commissioner" means the Victorian Legal Services Commissioner as established and appointed under Part 3 Division 3 of the Act;
- (13) "Corporate Legal Practitioner" means an Australian Legal Practitioner who engages in legal practice only in the capacity of an in-house lawyer for his or her employer or a related entity, but does not include a government legal practitioner;
- (14) "Corporations Act" means the *Corporations Act 2001*;
- (15) "Council" means the board of directors of the Company;

- (16) "Council members elect" means Council members who are not vacating their position on Council under clause 46.3 and are declared elected at an Annual General Meeting to hold office as Council member from the following 1 January;
- (17) "Country Legal Practitioner" means an Australian Legal Practitioner whose Principal Place of Practice is situated within the Country Areas of Victoria;
- (18) "Country Areas of Victoria" means the areas of Victoria other than the City Area and the Suburban Area;
- (19) "Executive" means the executive committee of the Company comprising those persons set out in clause 49;
- (20) "Fifth Executive member" has the meaning given in clause 49.1;
- (21) "Financial Year" means the period from 1 July to 30 June in the following year (both dates inclusive) or such other period as may be determined by Council from time to time;
- (22) "Government Lawyer" means a person who engages in legal practice only as an officer or employee of a government authority or as the holder of a statutory office of the Commonwealth or of a jurisdiction; or in another category specified in the Legal Profession Uniform General Rules 2015;
- (23) "Government Legal Practitioner" means a Government Lawyer who is an Australian Legal Practitioner;
- (24) "Incorporated legal practice" for the purpose of clause 3.1(4) means incorporated legal practices as defined under Schedule 1, Part 1.2 of the Act whose legal practitioner directors and legal practitioner associates hold full membership of the LIV;
- (25) "Law Firms Australia Principal" means an Australian Legal Practitioner who is a partner of or a legal practitioner director employed by a law practice that is a member of Law Firms Australia Limited (ACN 123 865 707) and whose principal place of practice is within Victoria.
- (26) "Legal Assistance Sector Practitioner" means an Australian Legal Practitioner whose principal practice is as an employee of:
- a. Victoria Legal Aid; or
 - b. a community legal centre; or
 - c. a not-for-profit organisation that provides, arranges, or facilitates the provision of legal services to persons or organisations that:-
 - i. lack the financial means to obtain privately funded legal services; or
 - ii. have a special need arising from their location or the nature of the legal work undertaken; or
 - iii. have a significant physical or social disability.
- (27) "member" subject to clause 23, means a member of the Company and except where otherwise stated includes an associate member and an honorary life member;

- (28) "New Legal Practitioner" means an Australian Legal Practitioner who has not less than one and no more than five years post-admission experience in the legal profession as at the date of nomination of that person as a candidate for election as set out in clause 47.4";
- (29) "Premises" means any building or office or other place in which the Company conducts its affairs;
- (30) "Principal Place of Practice" has the meaning given to it in clause 1.5;
- (31) "Register" means the register of members kept in accordance with clause 10;
- (32) "seal" means the common seal of the Company and includes any official seal of the Company;
- (33) "Secretary" means a person appointed to perform the duties of a secretary of the Company and includes an honorary secretary;
- (34) "Suburban Area" means the area to which the Australia Post postcodes in Schedule 2 relate; and
- (35) "Suburban Legal Practitioner" means an Australian Legal Practitioner whose Principal Place of Practice is situated within the Suburban Area.

1.2 Except so far as the contrary intention appears in this constitution:

- (1) an expression in this constitution has the same meaning as in the Act or the Corporations Act as applicable; and
- (2) if an expression is given different meanings for the purposes of different provisions of the Act or the Corporations Act, the expression has, in a provision of this constitution that deals with a matter dealt with by a particular provision of the Act or the Corporations Act, the same meaning as in that provision of the Act or the Corporations Act as applicable.

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

1.4 Reference to:

- (1) one gender includes each other gender;
- (2) the singular includes the plural and the plural includes the singular;
- (3) a person includes a body corporate;
- (4) a statute, regulation or provision of a statute or regulation ("Statutory Provision") includes:
 - (i) that Statutory Provision as amended or re-enacted; and
 - (ii) a statute, regulation or provision enacted in replacement of that Statutory Provision; and

- (5) a body or the title of a person (including, but not limited to, an association, authority, corporation, body corporate or institution) whether statutory or not:
- (i) which ceases to exist;
 - (ii) which is reconstituted, renamed or replaced; or
 - (iii) whose powers or functions are transferred to another body or person,
- is a reference to the body or person which replaces it or which serves substantially the same purposes or has the same powers or functions.

1.5 For the purposes of determining where a person's Principal Place of Practice is situated:

- (1) where the person has one place of practice, the person's Principal Place of Practice is that place; and
- (2) where the person has more than one place of practice, the person's Principal Place of Practice is, in the first instance, determined by the person nominating which place is the principal place of practice, but if any member lodges a written objection with the Council that a particular person's nominated Principal Place of Practice is not in fact the Principal Place of Practice, then the Council determines which place of practice is the person's Principal Place of Practice.

1.6 The rules that apply as replaceable rules to companies under the Corporations Act do not apply to the Company except so far as they are repeated in this constitution.

1.7 A reference to a statute or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them.

MEMBERSHIP

2. Membership

2.1 The members of the Company are:

- (1) all persons who were members of the Law Institute of Victoria on 31 December 1996; and
- (2) any other person the Council admits to membership in accordance with the Company's constitution from time to time,

unless they have ceased to be members.

3. Categories of Membership

3.1 The categories of membership are:

- (1) full members;

- (2) associate members;
- (3) honorary life members; and
- (4) Incorporated Legal Practice.

3.2 Additional categories of members, if recommended by the Council, may be created from time to time by the members in general meeting.

3.3 Subject to the Corporations Act in relation to the variation of rights of members and of classes of members, the Council may create sub-categories of members by making a rule to that effect in accordance with clause 102.

4. Application for Full Membership and Incorporated Legal Practice Membership

4.1 An Australian Legal Practitioner may apply for full membership of the Company.

4.2 An Incorporated Legal Practice may apply for membership of the Company.

4.3 Despite anything in this Constitution to the contrary, an Incorporated Legal Practice member has:

- (1) the right to receive a notice of and to attend a general meeting;
- (2) no right to vote at a general meeting; and
- (3) any other rights the Council determines from time to time.

5. Application for Associate Membership

1.1 An individual who:

- (1) is currently undertaking any course of training or work experience designed to qualify persons for admission as an Australian Lawyer; or
- (2) has other qualifications or experience that the Council determines are appropriate,

may apply for associate membership of the Company.

5.2 Despite anything in this constitution to the contrary, an associate member has:

- (1) the right to receive notice of and to attend a general meeting;
- (2) no right to vote at a general meeting; and
- (3) any other rights the Council determines from time to time.

6. Form of Application

6.1 An application for membership must be in a form approved by the Council and accompanied by the documents or evidence as to qualification for the type of membership applied for that the Council requires.

6.2 An application form must be accompanied by:

- (1) any application fee determined under clause 11.1; and
- (2) the subscription, determined under clauses 12.1 and 12.3.

7. Admission to Membership

7.1 The Council, or any person or persons appointed by it for the purpose, must consider an application for membership as soon as practicable after its receipt and may admit the applicant to membership.

7.2 The decision regarding an application is final, but an applicant whose application is rejected may obtain a statement of the reasons for the rejection of the applicant's application.

7.3 If an application for membership is accepted:

- (1) the Secretary must notify the applicant of his or her admission; and
- (2) the details set out in clause 10.2 about the member must be entered in the Register.

7.4 If an application for membership is rejected, the Secretary must notify the applicant in writing and refund any application fee, and the subscription, in full.

7.5 The rights and privileges of a member are personal to the member and are not transferable by a member's own act or by law.

8. Notification by Members

8.1 Each member must promptly give the Secretary written notice of any change in the member's qualification to be a member.

9. Honorary Life Membership

9.1 If, in the Council's opinion, a member has made over a period of years a significant contribution to the Company, or to the Law Institute of Victoria, or to the community, the Council may admit the member as an honorary life member of the Company.

9.2 An honorary life member of the Law Institute of Victoria at the commencement day of the Act is an honorary life member of the Company.

9.3 An honorary life member has all the rights and privileges of a full member and, except so far as the contrary intention appears, is to be regarded as a full member for all purposes of this constitution, including (but not limited to) the purposes of ascertaining the matters referred to in clause 23.1.

10. Register of Members

- 10.1 The Secretary must keep a Register of members in accordance with the Corporations Act.
- 10.2 The Secretary must enter in the Register the following information about each member:
- (1) the member's full name;
 - (2) the member's principal business address, telephone number, facsimile number, and if any, electronic mail address;
 - (3) any firm or corporate name under which the member carries on practice;
 - (4) the category of membership;
 - (5) the date on which the member became an Australian Lawyer if *applicable*;
 - (6) the date of admission to and cessation of membership;
 - (7) the date of last payment of the member's subscription; and
 - (8) any other information the Council requires.
- 10.3 Each member must give the Secretary written notice of any change in the details about the member in the Register within 1 month after the change.
- 10.4 The Secretary may amend the Register to correct any error or misdescription of which the Council becomes aware.

APPLICATION FEE AND SUBSCRIPTION

11. Application Fee

- 11.1 The application fee payable by each applicant for membership is the sum the Council prescribes from time to time for each category of membership.

12. Subscription

- 12.1 The Council must fix the subscription payable by members and the period to which it relates. In fixing the subscription, the Council may provide for different subscriptions for each category of members and different subscriptions within a particular category based on such factors as seniority, type of practice or other factors appearing to the Council to justify differential subscriptions.
- 12.2 All subscriptions are due and payable on dates to be determined by the Council.
- 12.3 If a member is admitted to membership during a financial year, the subscription will be calculated proportionately for the part of the financial year remaining in whole months plus the month in which the member was admitted to membership.

12.4 No subscription is payable by an honorary life member.

13. Unpaid Subscriptions

13.1 If a member does not pay the subscription by the date determined by the Council under clause 12.2 and:

- (1) a notice of default is given to the member; and
- (2) the subscription of the member remains unpaid for a further 1 month after the date of notification under clause 13.1(1),

the member ceases to have any of the rights or privileges of membership, but these may be reinstated on payment of all arrears, if the Council thinks fit.

CESSATION OF MEMBERSHIP

14 Resignation

14.1 If all money due to the Company is paid up, a member may resign from membership by giving written notice to the Secretary.

14.2 A member's resignation takes effect from the date the Secretary receives the notice of resignation, or any later date stated in the notice.

15. Failure to Pay Arrears of Subscriptions

15.1 If a member has not paid all arrears of subscriptions and has ceased to be entitled to any rights and privileges in accordance with clause 13:

- (1) the member remains liable for all amounts due to the Company; and
- (2) subject to clause 16.2, the member ceases to be a member and the Secretary must remove the member's name from the Register at the expiration of 6 months after the end of the period allowed for payment of the subscription under clause 13.1(2).

16. Cessation of Membership

16.1 Subject to clause 16.2, a member ceases to be a member:

- (1) if the member resigns under clause 14;
- (2) if the member is expelled under clause 17;
- (3) if the member, being an Australian Legal Practitioner, is rendered incapable of practising as an Australian Legal Practitioner in Victoria for a period longer than 3 months;
- (4) by the operation of clause 15.1 (2);

- (5) on becoming bankrupt or insolvent or making any arrangement or composition with his or her creditors;
- (6) on becoming of unsound mind or a person who is or whose estate is liable to be dealt with under a law relating to mental health;
- (7) if the member, if the Council so determines, becomes an untraceable member because the member has ceased to reside at, attend or otherwise communicate with his or her registered address;

if the member dies; or

if the member, being an Incorporated Legal Practice

(a) no longer satisfies the definition of an Incorporated Legal Practice in clause 1.1(21); or

(b) has been wound up pursuant to section 491 of the Corporations Act 2001 (the Corporations Act); or

(c) has been deregistered.

16.2 The Council may, if it thinks fit, decide that a member does not cease to be a member on the grounds set out in clauses 16.1 (3), (4), (5) and (6).

17. **Disciplining Members**

17.1 If a member:

- (1) willfully refuses or neglects to comply with the provisions of this constitution; or
- (2) is guilty of any conduct which, in the Council's opinion, is inappropriate for a member or prejudicial to the interests of the Company,

the Council may resolve to censure, fine, suspend for a period not longer than 12 months, or expel the member from the Company and, in the case of expulsion, to remove the member's name from the Register.

17.2 In exercising its powers under clause 17.1 the maximum fine which the Council may impose on a member is an amount equal to the current subscription of that member.

17.3 At least 1 week before the meeting of the Council at which a resolution of the nature referred to in clause 17.1 ("disciplinary motion") is to be considered, the Council must give the member notice of:

- (1) the meeting;
- (2) what is alleged against the member;
- (3) the disciplinary motion to be put to the meeting; and
- (4) the member's right to give to the Council an oral or written explanation or defence under clause 17.4.

17.4 At the meeting of the Council and before the Council votes on the disciplinary motion, the member must have an opportunity to give an oral or written explanation or defence. If at the meeting of the Council, the disciplinary motion is passed by a

majority of three quarters of those present, the member concerned must be punished accordingly.

17.5 If the Council decides that a member is to be suspended for more than 6 months or expelled, the member may, within 14 days of the notification of the decision of the Council, by written notice lodged with the Secretary accompanied by a payment to the Company of the prescribed amount determined under clause 17.8, elect to have the disciplinary motion dealt with by the Company in general meeting. In that event, the Secretary must call a general meeting of the Company for that purpose and the disciplinary motion passed by the Council is stayed pending determination by the Company in general meeting.

17.6 The notice of general meeting must contain:

- (1) a summary of the allegations and all relevant facts;
- (2) the disciplinary motion to be put to the meeting being the same motion as that passed by the Council; and
- (3) the substance of any oral or written explanation or defence made by the member.

17.7 If at the general meeting, the disciplinary motion is passed by a simple majority of those present and voting (that vote to be taken by ballot), the member concerned must be punished accordingly.

17.8 Unless otherwise determined by the Council, the prescribed amount is \$2,000.00. In the event that the disciplinary motion is not passed by the Company in general meeting, then the member is entitled to a refund without deduction within 30 days.

17.9 If the member does not elect to have the question dealt with by the Company in general meeting, the Council's determination of the question is final and binding and any penalty imposed must take effect 14 days after the decision is notified to the member.

17.10 If a member ceases to be a member in accordance with this clause 17, the Council may reinstate the member and restore that member's name to the Register on the terms it thinks fit.

18. Effect of Cessation of Membership

18.1 If a member ceases to be a member under the provisions of this constitution, subject to the Corporations Act, the member remains liable to the Company for any money which, at the time the member ceases to be a member, the member owes to the Company on any account.

18.2 A person who ceases to be a member forfeits all the rights and privileges which members enjoy and has no right in or claim on the Company or the Company's property arising from the member's past membership.

GENERAL MEETINGS

19. Convening General Meetings

- 19.1 A general meeting to be called the Annual General Meeting must be held on the third Wednesday in November in every calendar year unless on or before the third Thursday in August in the year the Council fixes another date for the holding of the Annual General Meeting, and any such substituted date must comply with the Corporations Act.
- 19.2 The Council must call and arrange to hold a general meeting of the Company for a proper purpose in accordance with the Corporations Act on the request of any 5 Council members or 50 members.
- 19.3 Any request under clause 19.2 must:
- (1) be in writing;
 - (2) state any resolution to be proposed at the meeting;
 - (3) be signed by the members making the request; and
 - (4) be given to the Company.
- 19.4 Separate copies of a document setting out the request may be used for signing by members if the wording of the request is identical in each copy.
- 19.5 The Council must call the meeting within 21 days after the request is given to the Company. The meeting is to be held not later than 2 months after the request is given to the Company.

20. Notice of General Meetings

- 20.1 Except where:
- (a) the Corporations Act requires more than 21 clear days' notice to be given; or
 - (b) the Corporations Act allows a shorter notice to be given by agreement,
- at least 21 clear days' notice (excluding the day on which the notice is served or deemed served and the day for which notice is given) of a general meeting must be given to persons entitled to receive notices from the Company.
- 20.2 A notice of a general meeting must specify the place, day and time of meeting, the particulars of any ordinary business, if the meeting is the Annual General Meeting, and the general nature of any special business.
- 20.3 Notice of a general meeting must be given in accordance with clauses 97 and 98 to those persons set out in clause 99 as persons entitled to notice.

21. Accidental Omission to Give Notice and Waiver of Notice

- 21.1 The accidental omission to give notice of a general meeting to or the non-receipt of the notice by any person entitled to receive notice of a general meeting under this constitution does not invalidate the proceedings or any resolution passed at the meeting.
- 21.2 A person may waive notice of any general meeting by written notice to the Company.
- 21.3 A person's attendance at a general meeting waives any objection that person may have to a failure to give notice to, or the giving of a defective notice of the meeting.

22. Postponing or Cancelling General Meetings and Change of Venue

- 22.1 The Council may, whenever it thinks fit, postpone holding a general meeting for not more than 35 clear days after the date for which it was originally called and may cancel, or change the venue for, a general meeting if the Council considers that the meeting has become unnecessary, or the venue would be unreasonable or impracticable or a change is necessary in the interests of conducting the meeting efficiently, but a meeting which is called:

- (1) in accordance with a members' requisition under the Corporations Act or otherwise under this constitution; or
- (2) under clause 17.5,

may not be postponed or cancelled without the prior written consent of the persons who requisitioned the meeting or the person the subject of the disciplinary motion as the case may be.

- 22.2 When a meeting is postponed (as distinct from being adjourned under clause 25 or clause 30), the same period of notice of the meeting must be given to persons entitled to receive notice of a meeting as if a new meeting were being called for the date to which the original meeting is postponed.
- 22.3 When a meeting is cancelled or the venue for it is changed, notice of the cancellation or change of venue must be given to persons entitled to receive notice of the meeting before the date of the meeting which is cancelled or the venue for which is changed.

PROCEEDINGS AT GENERAL MEETINGS

23. Meaning of "member"

- 23.1 For the purpose of ascertaining:
- (1) a quorum at a general meeting required by this constitution;
 - (2) the persons entitled to vote at a general meeting or in a poll or a postal referendum, or join in demanding a poll or postal referendum;
 - (3) the persons entitled to be Council members; and

- (4) the persons entitled to propose or second a nomination,

“**member**” means any full member whose subscription (if any) is not in arrears and who, in the case of a meeting, is present in person, or by proxy, or using such electronic participation facility or other technology as determined by the Council.

24. Quorum

- 24.1 No business may be transacted at any general meeting unless a quorum of members is present at the time when the meeting proceeds to business.
- 24.2 25 members constitutes a quorum at a general meeting.

25. Absence of Quorum

- 25.1 If a quorum is not present within 30 minutes after the time appointed for the general meeting:
- (1) where the meeting was convened on the requisition of members, the meeting is dissolved; or
 - (2) in any other case:
 - a. the meeting stands adjourned to the day, time and place which the Council determines or, if the Council makes no determination, to the same day in the next week at the same time and place; and
 - b. if at the adjourned meeting a quorum is not present within 30 minutes after the time appointed for the meeting, those members present constitute a quorum.

26. Ordinary and Special Business

- 26.1 The ordinary business of an Annual General Meeting is:
- (1) to receive and consider the annual financial report and the reports of the Council and the auditors;
 - (2) to declare those Council members elected in place of those retiring or otherwise;
 - (3) when necessary, to appoint auditors;
 - (4) to receive and deal with the minutes of the preceding Annual General Meeting and of all other general meetings held since the preceding Annual General Meeting;
 - (5) to elect a person to the office of President (if required), to the office of President Elect and to the office of Vice-President; and
 - (6) to transact any other business which under this constitution or the Corporations Act ought to be transacted at an Annual General Meeting.

26.2 All other business transacted at an Annual General Meeting and all business transacted at any other general meeting is special.

27. Notice of Special Business

27.1 No special business may be considered at an Annual General Meeting unless the special business is for a proper purpose in accordance with the Corporations Act and any resolution relates to a power of the members either held under the Corporations Act or granted expressly by this constitution and unless:

- (1) a written statement signed by a full member stating any resolutions which the member wishes to have the Annual General Meeting consider (subject to the Corporations Act) is lodged with the Company not later than 5pm on the third Wednesday in September (or if the Council has fixed another date for the Annual General Meeting under clause 19.1, at least 60 days before the date for holding the Annual General Meeting), together with such explanatory material which must not be defamatory and, without the leave of the Council, is not to exceed 1000 words, and which the member wishes to be distributed to members in support of the resolutions proposed to be moved; or
- (2) the Council resolves that a matter should be considered as special business.

28. Chairperson

28.1 The President of the Company, if present and able, must preside as chairperson at every general meeting.

28.2 If the President is not present within 15 minutes after the time appointed for holding the meeting, or if the President is unable to preside, the President Elect of the Company, if present and able, must preside as chairperson of the meeting. If the President Elect is not present within 15 minutes after the time appointed for holding the meeting, or if the President Elect is unable to preside, the Vice-President of the Company, if present and able, must preside as chairperson of the meeting.

28.3 If the Vice-President is not present or is unable to preside, the members present must elect 1 of the other Council members to be chairperson and the Council member who is elected must preside as chairperson.

28.4 If no Council member is able to preside, the members must elect any one of their number to be chairperson.

29. Conduct at General Meetings

29.1 Subject to the provisions of the Corporations Act, the chairperson of a general meeting is responsible for the general conduct of the meeting and for the procedures to be adopted at the meeting.

29.2 The chairperson may take any action he or she considers appropriate for the safety of persons attending the meeting and the orderly conduct of the meeting and may refuse permission to, or require to leave and remain out of, the meeting any person:

- (1) in possession of a pictorial-recording or sound-recording device;

- (2) in possession of a placard or banner;
- (3) in possession of an article considered by the chairperson to be dangerous, offensive or liable to cause disruption;
- (4) who refuses to produce or permit examination of any article, or the contents of any article, in the person's possession;
- (5) who behaves or threatens to behave in a dangerous, offensive or disruptive way; or
- (6) who is not entitled to receive notice of the meeting.

The chairperson may delegate the powers conferred by this clause to any person he or she thinks fit.

29.3 The chairperson may at any time the chairperson considers it necessary or desirable for the proper and orderly conduct of the meeting:

- (1) impose a limit on the time that a person may speak on a motion or other item of business and terminate debate or discussion on any business, question, motion or resolution being considered by the meeting and require the business, question, motion or resolution to be put to a vote of the members present; and
- (2) adopt any procedures for casting or recording votes at the meeting whether on a show of hands or on a poll, including the appointment of scrutineers.

29.4 A decision by a chairperson under clause 29 is final.

29 A Use of technology

- (1) The Council may determine to hold a meeting using or with the assistance of any technology that gives the members as a whole a reasonable opportunity to participate, which may include but is not limited to electronic participation facilities or linking separate meeting venues together by technology.
- (2) If a meeting is to be held using technology in accordance with clause 29A(1):
 - a. (the Council may prescribe regulations, rules and procedures in relation to the manner in which the meeting is to be conducted; and
 - b. the Council may communicate such regulations, rules and procedures (or instructions on how they can be accessed) to members by posting them on the Company's website.
- (3) In no circumstances shall the inability of one or more members to access, or to continue to access, an electronic participation facility or facilities affect the validity of a meeting, or any business conducted at a meeting, provided that sufficient members are able to participate in the meeting as are required to constitute a quorum.
- (4) Nothing in clauses 29A(1) to 29A(4) is to be taken to limit the powers conferred on the chairperson of the meeting by law.

30. Adjourning Meetings

30.1 The chairperson may, with the consent of a general meeting at which a quorum is present, and must if so directed by the meeting, adjourn the meeting from time to time and from

place to place, but no business may be transacted at an adjourned meeting except the business left unfinished at the meeting from which the adjournment took place.

- 30.2 When a meeting is adjourned for 30 days or more, notice of the adjourned meeting must be given as in the case of an original meeting.
- 30.3 Except as provided by clause 30.2, it is not necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.

VOTING AT GENERAL MEETINGS

31. Voting Rights

- 31.1 Subject to clauses 24 and 31.2, at a general meeting each member present either in person, or by proxy, or using such electronic participation facility or other technology as determined by the Council, and entitled to vote has 1 vote on a show of hands, 1 vote on a poll and 1 vote on a postal referendum.
- 31.2 If a person present at a general meeting represents personally or by proxy more than one member, on a show of hands, the person is entitled to one vote only even though he or she represents more than one member.

32. Power to Demand a Poll

- 32.1 At a general meeting a resolution put to the vote of the meeting is decided on a show of hands unless a poll is (before or on the declaration of the result of the show of hands) demanded by:
- (1) the chairperson; or
 - (2) at least 5 members.

33. Evidence of Resolutions

- 33.1 Unless a poll is duly demanded, a declaration by the chairperson that a resolution has on a show of hands been carried or carried unanimously, or by a particular majority, or lost, is conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the resolution.

34. Conduct of Poll

- 34.1 If a poll is duly demanded, it must be taken in the manner and, subject to clause 34.2, either at once or after an interval or adjournment or otherwise, as the chairperson directs. The result of the poll is the resolution of the meeting at which the poll was demanded.
- 34.2 A poll demanded on the election of a chairperson or on a question of adjournment must be taken immediately without adjournment.
- 34.3 The demand for a poll does not prevent a meeting continuing for transacting any business except the question on which a poll has been demanded.
- 34.4 The demand for a poll may be withdrawn.

35. Casting Vote

35.1 If there is an equality of votes, whether on a show of hands or on a poll, the chairperson of the meeting at which the show of hands takes place or at which the poll is demanded, in addition to his or her deliberative vote (if any), has a casting vote. The chairperson has a discretion both as to the use of the casting vote and as to the way in which it is used.

35.2 In the case of an equality of votes on a postal referendum, the chairperson has no casting vote and the resolution is deemed to be lost.

36. Objections to Exercise of Voting Rights

36.1 An objection to the qualification of a voter may be raised only at the meeting or adjourned meeting at which the vote objected to is given or tendered.

36.2 The objection must be referred to the chairperson of the meeting, whose decision is final.

36.3 A vote not disallowed following the objection is valid for all purposes.

PROXIES**37. Appointment of Proxy**

37.1 A member may appoint 1 proxy. A proxy may, but need not, be a member.

38. Deposit of Proxy and Attorney Instrument

38.1 An instrument appointing a proxy is not to be treated as valid unless the instrument, and any power of attorney or other authority under which the instrument is signed, or proof of the power or other authority to the Council's satisfaction, is received by the Company at least 48 hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote.

38.2 An instrument, power, other authority or proof is received by the Company under clause 38.1 when it is received in accordance with the Corporations Act, and to the extent permitted by the Corporations Act, if the instrument, power, other authority or proof is produced or the transmission of it is otherwise verified to the Company in the way specified in the notice of meeting.

39. Proxy Instrument to be in Writing

39.1 An instrument appointing a proxy must be in writing signed by the appointor or the appointor's attorney or other person duly authorised in writing.

39.2 For the purposes of clause 39.1, an instrument appointing a proxy received at an electronic email address specified in the notice of general meeting for the receipt of proxy appointments is taken to have been signed if the appointment:

- (1) includes or is accompanied by a personal identification code allocated by the Company to the member making the appointment; or

- (2) has been authorised by the member in another manner approved by the Council and specified in or with the notice of meeting.

40. Form of Proxy

- 40.1 An instrument appointing a proxy may be in the following form or in a form that is as similar to the following form as the circumstances allow, or in some other form determined by the Council:

LAW INSTITUTE OF VICTORIA LIMITED
ABN 32 075 475 731

*I, Of....., being a member of the abovenamed company, appoint of or, in his or her absence, of as my/ its proxy to vote for me on my behalf at the *annual general / *general meeting of the company to be held on..... 20..... and at any postponement or adjournment of that meeting.*

Signed on 20...
** Strike out whichever is not applicable.*

41. Effect of Proxy Instrument

- 41.1 An instrument appointing a proxy is deemed to confer authority to demand or join in demanding a poll, but does not confer authority to demand or join in demanding a postal referendum.
- 41.2 A proxy may be used at any postponement or adjournment of that meeting, unless the proxy states otherwise.

42. Voting Rights of Proxies

- 42.1 An instrument appointing a proxy may specify the manner in which the proxy is to vote on a particular resolution and, where an instrument of proxy so provides, the proxy must not vote on the resolution except as specified in the instrument.
- 42.2 A vote given under an instrument of proxy is valid despite:
- (1) the previous death or unsoundness of mind of the principal; or
 - (2) the revocation of the instrument (or of the authority under which the instrument was executed)

if the Company has not received written notice of the death, unsoundness of mind or revocation at the Company's registered office before the commencement of the meeting or adjourned meeting at which the instrument is used.

POSTAL REFERENDUM

43. Postal Referendum

43.1 A postal referendum of members entitled to vote:

- (1) is required where a resolution (except a motion for an adjournment or that a question now be put) has been decided on a show of hands or a poll, and immediately after the show of hands or taking the poll, a postal referendum on the resolution is demanded by:
 - (a) the chairperson; or
 - (b) 20 members or 20% of the total number of members present, whichever is greater; and
 a declaration on that resolution is not effective unless and until:
 - (c) it is approved at the postal referendum; or
 - (d) the demand for the postal referendum is withdrawn before the close or adjournment (whichever first occurs) of the meeting at which the postal referendum is demanded; and
- (2) may not be demanded by members if the chairperson declares that the subject matter of the resolution has been the subject of a postal referendum within the previous 12 months.

43.2 If a postal referendum is demanded, a member may by written notice containing not more than 200 words lodged with the Secretary not more than 7 days after the date on which the postal referendum is demanded, express the member's views about the resolution to the Council.

43.3 A postal referendum of members must be conducted:

- (1) by ballot; and
- (2) in accordance with this constitution or otherwise in the manner the Council from time to time determines,

and the result of a postal referendum is deemed to be the result of the resolution on which the postal referendum was held.

44. Conduct of a Postal Referendum

44.1 If a postal referendum is required:

- (1) the Secretary must send a notice to members entitled to vote that a postal referendum is to be conducted within 28 clear days of the postal referendum being demanded; and

- (2) the notice must consist of a statement under clause 44.3 and a voting paper under clause 44.2.
- 44.2 The voting paper must be in a form approved by the Council and must enable each member to specify the manner in which the member votes on each resolution.
- 44.3 The statement to be sent to members must contain the following:
- (1) any relevant facts about each resolution as determined by the Council;
 - (2) a summary of the arguments for and against each resolution as determined by the Council. The summaries are to be derived from discussion on the resolution at the meeting at which the postal referendum was demanded and from any views communicated to the Council under clause 43.2;
 - (3) a summary of the Council's views about each resolution; and
 - (4) the date and time before which completed voting papers must be received by the Company in order to be counted.
- 44.4 The date and time by which completed voting papers must be received by the Company in order to be counted must not be less than 10 clear days after the date on which voting papers are sent to members.
- 44.5 If a postal referendum is to be conducted, the Council must appoint 3 returning officers from the members.
- 44.6 The returning officers appointed under clause 44.5 are solely responsible for supervising, where appropriate, the opening of voting papers and for calculating votes and must, as soon as practicable after the calculation is complete, report the result of the postal referendum to the President who must communicate the result to the members.
- 44.7 The accidental omission to send a voting paper for a postal referendum to any member or the failure of any member to receive a voting paper does not invalidate the result of a postal referendum.

COUNCIL

45. Composition of Council

- 45.1 Subject to this constitution, at all times the Council comprises the following number of members from the categories specified below, so far as is practicable:
- (1) 2 members of the Company being City Legal Practitioners;
 - (2) 2 members of the Company being Suburban Legal Practitioners;
 - (3) 2 members of the Company being Country Legal Practitioners;
 - (4) 1 member of the Company being a Corporate Legal Practitioner;

- (5) 1 member of the Company being a Legal Assistance Sector Practitioner;
 - (6) 1 member of the Company being a Government Legal Practitioner;
 - (7) 1 member of the Company being a Law Firms Australia Principal;
 - (8) 1 member of the Company being a New Legal Practitioner; and
 - (9) 7 other members of the Company who fall into any of the above 8 categories.
- 45.2 If a person is eligible to stand for election to Council in one or more categories as set out in clauses 45.1(1) to 45.1(8) that person must nominate in one category only for the purposes of clause 47.2(8).
- 45.3 Despite the requirement that there must be a certain minimum number of Council members fulfilling the categories set out in clause 45.1, the Council members are elected by the vote of the entire membership as one electorate and do not represent the particular category that they fulfil and do represent the entire membership.
- 45.4 In order to give effect to clause 46.5, the number of Council members may exceed 18.
- 45.5 At all times a Council member must hold a current Australian Practising Certificate unless the Council determines otherwise.

NOMINATION AND ELECTION OF COUNCIL MEMBERS

46. Election and Rotation of Council Members

- 46.1 Subject to this constitution:
- (1) the members of Council are elected at each Annual General Meeting of the Company; and
 - (2) any member of the Company who holds a current Australian Practising Certificate is eligible to be elected as a Council member.
- 46.2 Each member of Council elected at an Annual General Meeting holds office as a member of Council from 1 January of the year following election.
- 46.3 Subject to clauses 46.4 and 46.5, all Council members who have completed a term of 3 years following election and any Council member filling a casual vacancy must vacate their position on Council on 31 December of that year.
- 46.4 Subject to this constitution, a Council member whose place is vacated is eligible for election or re-election.
- 46.5 Unless the Council determines otherwise, by not less than two weeks before the date by which nominations must be lodged with the Company under clause 53, an outgoing President Elect is not required to vacate office as a member of Council

under clause 46.3 and, subject otherwise to the constitution, will remain a member of Council until the expiration of his or her term of office as President when his or her place as a member of Council will be vacated.

46.6 If changes in the circumstances of a Council member's practice result in a change in the category, as listed in clauses 45.1(1) to (8), of the Council member, the Council member must give written notice to the Company immediately and is deemed to vacate his or her place on the Council and the Council is deemed to have appointed the member to fill the resulting casual vacancy.

46.7 In determining the Council members to retire, in the event that it becomes necessary to choose between 2 or more Council members who received the same number of votes or one or more of whom became Council members without an election, then the Council member or members to retire must be determined by agreement between them or in the event they cannot agree, by lot as determined by the President.

47. Nomination of Council Members

47.1 A nomination of a candidate for election as a Council member must be:

- (1) in writing;
- (2) signed by the candidate; and
- (3) signed by a proposer and a seconder, both of whom must be members of the Company.

47.2 The nomination must contain the following information:

- (1) the candidate's name;
- (2) any firm or corporate name under which and the address at which the candidate is engaged in practice and, if the candidate is in an employed position, a statement to that effect together with the name of the candidate's employer;
- (3) if the candidate is not engaged in practice in Victoria, the candidate's residential address;
- (4) the names of the proposer and the seconder;
- (5) the addresses at which the proposer and the seconder are engaged in practice;
- (6) the year in which the candidate was first admitted as an Australian Lawyer; and
- (7) the category which the candidate nominates for, and if elected would fulfil under clause 45.1 and 45.2.

47.3 The nomination of a candidate for election as a Council member may include a statement of not more than 150 words in length outlining:

- (1) the candidate's service to the legal profession or service to the community (or both);

- (2) the area of the law in which the candidate practises;
- (3) any special interests which the candidate has, whether inside or outside the legal profession; and
- (4) reasons why the candidate seeks election as a Council Member and the policies the candidate will pursue if elected,

and may be accompanied by a passport-type photograph of the candidate.

47.4 A nomination of a candidate for election, or a facsimile of it in a reasonably legible form, must be received at the registered office of the Company not later than 5pm on the first Wednesday in October. or, if the Council has fixed another date for the Annual General Meeting under clause 19.1, at least 45 days before the date for holding the Annual General Meeting.

48. Election Procedure for Council Members

48.1 If the number of Candidates nominated for election as Council Members is equal to or less than the number of vacancies and the spread amongst the categories that the candidates fulfil is such that, if the candidates were elected, the spread amongst the categories that the Council members fulfil would be as set out in clause 45.1, then the Chairman of the Annual General Meeting must declare those candidates to be duly elected to the Council.

In the event that there are insufficient nominations for election in one or more categories as set out in clause 45.1, then the category or categories may be filled as a casual vacancy and the requirements at clause 56.1 shall apply.

48.2 In the circumstances not covered by clause 48.1, a ballot must be held for the election of candidates.

48.3 If a ballot is required:

(1) the Council must send to all members, at least 21 days before the date of the Annual General Meeting, a ballot in the form the Council determines, which contains the following particulars:

- (a) the number of vacancies for which the ballot is required; and
- (b) the name of each candidate for election as a Council member and the category which he or she would fulfil if elected, together with a square opposite the candidate's name.

48.3 (2) The Council may send the ballot to a member by:

- (a) post to the member's principal business address as recorded in the Register; or
- (b) electronic transmission to the member's electronic mail address as recorded in the Register

- (3) The order in which the names of candidates for election appear on the ballot is determined by lot.
- (4) Each ballot must be accompanied by a statement containing the same information about each candidate for election as is required by clause 47.2 and any information and photograph furnished by the candidate under clause 47.3.
- (5) The members must vote as a single electorate using a quota preferential method of proportional representation prescribed by the Council.
- (6) In order to be counted in the ballot, completed ballots must be returned and received at the Company's registered office no later than 5pm on the day which is 7 clear days before the day on which the Annual General Meeting is to be held.
- (7) A completed ballot is returned to the Company's registered office must be returned in the same manner in which the ballot was sent to the member.
- (8) The Council or, in default, the President must, at least 7 clear days before the closing date for nominations referred to in clauses 47.4 and 53.3, appoint 3 returning officers.
- (9) The returning officers are responsible for overall supervision of the opening of ballot and for calculating votes and for such other functions as the Council may by by-law or otherwise determine. The returning officers must report the result of the ballot to the President before the Annual General Meeting and the chairperson must, at the meeting, declare the names of the candidates who have been elected.
- (10) A candidate or a scrutineer appointed by the candidate is entitled to be present during the opening and calculating of votes.
- (11) The President must, if a candidate requests this, give that candidate written information which that candidate reasonably requires concerning the calculation of the votes cast at the ballot held to fill the particular vacancy for which that candidate was nominated for election.
- (12) The President must cause to be published in the Law Institute Journal, or a similar or replacement publication, the names of those candidates who have been elected, but information concerning the calculation of the votes cast at the ballot must not be published.

48.4 In counting the election, the returning officer must:

- (1) first conduct one count to elect six candidates as Council members for a term of three years;
- (2) then conduct separate counts to fill each casual vacancy (if any) in Council members for the remainder of the term of the Council member whose vacancy is being filled, starting with the longest remaining term, and

- (3) conduct each count so that, in so far as candidates from each category have nominated, the composition of the Council will comply with clause 45.1.
- 48.5 The accidental omission to send a ballot to any member or the failure of any member to receive a ballot does not invalidate the result of the ballot.

EXECUTIVE

49. Office Bearers

- 49.1 The office bearers of the Company are:
- (1) the President;
 - (2) the President Elect;
 - (3) the Vice President;
 - (4) the immediate past President; and
 - (5) an additional member of the Council ("Fifth Executive Member")
- 49.2 The President Elect holds seniority over the Vice President.
- 49.3 The more senior available of the President Elect or Vice-President shall discharge the duties of the President where the President is unable to do so.

50. Executive

- 50.1 The office bearers constitute the Executive of the Company.
- 50.2 In the event that one of the office bearer positions in clause 49.1 is not filled or becomes vacant, the Council may elect another member of Council to the Executive in lieu of the relevant position in accordance with clause 56.3 and clause 54.

51. Role of Executive

- 51.1 Subject to this constitution, the Executive may exercise the powers and discretions of the Council delegated to it by the Council from time to time in the intervals between meetings of the Council.

NOMINATION AND ELECTION OF OFFICE BEARERS

52. Election of Office Bearers

- 52.1 The Fifth Executive member is elected by the Council under clauses 53 and 54 at the first Council meeting held after the Annual General Meeting at which Council members are declared elected.

- 52.2 At that Council meeting:
- (1) Council members elect declared elected at that Annual General Meeting are entitled to receive notice of that Council meeting and to attend and vote on the election of the Fifth Executive Member and to speak on that subject, but otherwise may not participate in the proceedings of that Council meeting and references to Council members in clauses 82, 83 and 84 are to be construed accordingly; and
 - (2) Council members who are to vacate their position on Council on 31 December immediately following that Council meeting are not entitled to vote on the election of the Fifth Executive Member and to speak on that subject but otherwise may participate fully in the proceedings of that Council meeting and references to Council members in clauses 82, 83 and 84 are to be construed accordingly.
- 52.3 Each office bearer holds office from 1 January until 31 December of the year following their election.
- 52.4 Subject to this constitution, a retiring office bearer is eligible for re-election, other than the President who is only eligible for re-election to the position of President if:
- (a) he or she gives written notice of intention to nominate for a second term to the Council prior to 1 July during his or her first term of office; and
 - (b) he or she has obtained the approval of 75% of all Council members (obtained at a meeting of Council or otherwise) prior to nominating in accordance with clause 53.
- 52.5 The outgoing President Elect automatically becomes President on 1 January of the year following the expiration of his or her term of office unless:
- (1) not less than 2 weeks before the date by which nominations must be lodged with the Company under clause 53
 - (a) the President Elect states that he or she does not wish to become President; or
 - (b) the Council determines otherwise; or
 - (2) the outgoing President nominates for re-election in accordance with the Constitution.
- 52.6 If, under clause 52.5 (1), the President Elect does not become President, an election for the office of President must be held at the next Annual General Meeting under clause 52.8 and the person so elected takes office on 1 January of the year following the Annual General Meeting.
- 52.7 At each Annual General Meeting, an election for the offices of President Elect and of Vice-President must be conducted under clause 52.8 and the persons so elected takes office on 1 January of the year following election.
- 52.8 An election for the offices of President, President Elect and of Vice-President at an Annual General Meeting must be conducted as follows:

- (1) if an election is necessary for the offices of President, President Elect or Vice-President, the steps set out in (2) to (6) below must be completed in the election for the office of President before any steps are taken in the election for the offices of President Elect or Vice-President;
- (2) any person who is a Council member at the time of nomination and will be a Council member at the conclusion of the relevant Annual General Meeting is eligible to be elected ("the eligible candidate");
- (3) a nomination for election must be made under clause 53:
- (4) if only 1 eligible candidate is nominated for an office, that candidate is elected to that office;
- (5) if more than 1 eligible candidate is nominated for office, then an election must be conducted by ballot in accordance with the procedures determined by the Council; and
- (6) the eligible candidate who receives the highest number of votes is elected to the office and in the event of an equality of votes, the elected candidate must be determined by lot under the supervision of the Chairperson.

52.9 Subject to clause 53.6, the office bearer position of immediate past President is to be automatically held by the person who held office as President immediately prior to the current President's term. In circumstances where a President is elected for two (2) consecutive terms in accordance with this constitution, the person who is to hold the office bearer position of immediate past President is the person who held the office as President immediately prior to the current President's first term.

53. Eligibility and Nomination

53.1 Any Council member (and in the case of office bearers other than the President, any Council member elect) is eligible for election to each of the office bearer positions (other than immediate past President).

53.2 A nomination of a candidate for election as an office bearer must be:

- (1) in writing;
- (2) signed by the candidate; and
- (3) signed by the proposer and the seconder, both of whom must be members of the Company.

53.3 In any year, a nomination, or a facsimile of it, must be lodged with the Company:

- (1) in the case of an election for President, President Elect or Vice-President, at the registered office of the Company not later than 5 pm on the first Wednesday in October or, if the Council has fixed another date for the Annual General Meeting under clause 19.1, at least 45 days before the date for holding the Annual General Meeting; and

- (2) for the Fifth Executive member, by the commencement of the first Council meeting held after the Annual General Meeting that year; and
- (3) in the case of a vacancy of office during the year, by the time set by the Council.

53.4 The nomination must contain the following information:

- (1) the candidate's name; a statement indicating which office the candidate is nominated for;
- (2) the names of the proposer and the seconder; and
- (3) the addresses at which the proposer and the seconder are engaged in practice.

53.5 If a Council member stands for election for more than 1 position as an office bearer, separate nominations must be made for each position.

53.6 To hold the position of immediate past President, the person must be a Council member. If the immediate past President ceases to be a member of Council during the term of office, the office bearer position of immediate past president becomes vacant.

54. Election Procedure for Fifth Executive Member

54.1 This clause applies to the election of the Fifth Executive Member.

54.2 If there is only 1 candidate nominated under clause 53 for election to the position, that person is deemed elected to that position.

54.3 If no person is nominated for election to the position, a casual vacancy in relation to that office is deemed to occur.

54.4 If there is more than 1 candidate for election to the position, a ballot must be held to elect the Fifth Executive Member. The candidate who receives the most votes must be declared elected to that position.

54.5 If there is an equality of votes for the position, a further ballot must be held immediately, but if there is still an equality of votes, the successful candidate must be determined by lot.

REGIONAL ASSOCIATIONS, SECTIONS AND INTEREST GROUPS

55. Regional Associations, Sections and Interest Groups

55.1 It is the Council's responsibility to liaise with the associations, sections and interest groups approved by the Council from time to time.

55.2 The Council must develop by-laws in relation to the manner in which such liaison is effected, provided that one or more representative of each of the associations, sections

and interest groups referred to in clause 55.1 must be invited to attend (either alone or with one or more other association, section or group) not less than 3 meetings with representatives of the Council in each year.

GENERAL PROVISIONS AS TO COUNCIL MEMBERSHIP

56. Casual Vacancies and Additional Council Members

56.1 The Company in general meeting may by resolution, and the Council may at any time, appoint a person qualified to be a Council member under clause 45, either to fill a casual vacancy (however occurring) or as an addition to the existing Council members, but so that the total number of Council members does not at any time exceed the number fixed in accordance with this constitution (not including any increase arising from clause 46.5) and the Council may, but is not required to, take into account the requirements of clause 45.1.

56.2 If the President ceases to hold office under clauses 58, 59 or 60 then the position must be filled by the President Elect who will take the title and fulfil the duties of the President to the end of the President's term of office and the Council member in the position of immediate past President will continue in that office until the end of the term of the replacement President.

56.3 If:

(a) the President Elect, Vice-President, immediate past President or Fifth Executive Member ceases to:

(1) hold office (including where the President Elect becomes President under clause 56.2) and has not otherwise been replaced in accordance with the constitution; or

(2) be a Council member; or

(b) a President Elect or Vice-President ceases to be a Council member prior to assuming the office of President Elect or Vice-President:

the Council may elect another member of Council to the Executive. If the vacancy occurs in the office of Vice President or Fifth Executive member, this position can be filled by the person elected by Council under this clause. If the vacancy occurs in the office of President Elect or immediate past President, the position will remain vacant until the following 1 January and the person elected by Council under this clause will be a member of the Executive without office.

The election procedure provided for in clause 54 is to apply for this purpose as though the reference to Fifth Executive Member is a reference to a member of the Executive to fill a casual vacancy.

56.4 A person who is appointed to be a Council member under clause 56 (or who is deemed to have been appointed to fill a casual vacancy under clauses 48.1 and 46.6) holds office until 31 December of the year in which he or she is appointed, but is eligible for election at the Annual General Meeting.

57. Insufficient Council Members

57.1 If there is a casual vacancy (however occurring) in the office of a Council member, the remaining Council members may act. But if the number of remaining Council members is not sufficient to constitute a quorum at a meeting of Council members, they may act only under clause 56.1 to increase the number of Council members to a number sufficient to constitute that quorum or convene a general meeting of the Company.

58. Resignation of Council Member

58.1 A Council member may resign from office on giving written notice to the Company.

59. Removal of Council Members

59.1 Subject to the provisions of this constitution and the Corporations Act, the Company may by resolution passed at a general meeting remove a Council member and, under clause 56.1, may appoint another person in that Council member's place.

60. Vacation of Office of Council Member

60.1 In addition to the circumstances in which the office of a Council member becomes vacant under the Corporations Act, the office of a Council member becomes vacant if the Council member:

- (1) dies, becomes of unsound mind or becomes a person whose person or estate is liable to be dealt with in any way under the law relating to mental health;
- (2) is absent from 3 consecutive meetings of the Council without the prior leave of the Council members unless the Council is satisfied that the absence was justified in all the circumstances;
- (3) ceases to be a member of the Company; or
- (4) ceases to hold a current Australian Practising Certificate unless the Council determines otherwise in accordance with clause 45.4.

61. Remuneration and Expenses of Council Members

61.1 A Council member may be paid the remuneration determined by the Company in general meeting for his or her services as a Council member.

61.2 A Council member may be paid all travelling and other expenses properly incurred in attending and returning from meetings of the Council or any committee of the Company or general meetings of the Company or otherwise concerning the Company's business.

61.3 To the extent the Corporations Act permits, a Council member who, being willing, is called on:

- (1) to perform extra services;

- (2) to undertake any executive or other work for the Company beyond the Council member's ordinary duties; or
- (3) to go or reside abroad or otherwise away from home for any of the purposes of the Company,

may be remunerated either by a fixed sum or a salary as determined by the Council. That remuneration may be either in addition to or in substitution for the Council member's share in the remuneration provided by clause 61.1.

ALTERNATE COUNCIL MEMBERS

62. Power to Appoint

- 62.1 Subject to the consent of the Council a Council member may appoint for such period as the Council determines another person to act as an alternate Council member in place of the appointor whenever the appointor is unable to act personally because of illness, absence or any other cause.

63. Rights and Powers of Alternate Council Member

- 63.1 An alternate Council member is entitled to notice of meetings of the Council and is entitled to attend and vote in place of the appointor.
- 63.2 An alternate Council member may exercise any powers that the appointor may exercise. The exercise of a power by the alternate Council member is deemed to be an exercise of the power by the appointor. Where the alternate Council member is an existing Council member, then the alternate Council member may vote in the Council member's own right as well as voting for the appointor and has voting rights in accordance with clause 82.3.
- 63.3 An alternate Council member is not taken into account for the purpose of clause 45.

64. Suspension or Revocation of Appointment

- 64.1 A Council member may revoke or suspend the appointment of an alternate Council member appointed by the appointor.
- 64.2 The Council may suspend or remove an alternate Council member by resolution after giving the appointor reasonable notice of its intention to do so.

65. Form of Appointment, Suspension or Revocation

- 65.1 Every appointment, revocation or suspension under clauses 62 or 64.1 must be made by written notice to the Company signed by the Council member making it.
- 65.2 The notice may be given by facsimile.

66. End of Appointment

- 66.1 The appointment of an alternate Council member automatically ends if:

- (1) the Council member for whom the alternate Council member acts as alternate ceases to hold office as a Council member;
- (2) in respect of the alternate Council member, an event happens which would cause a Council member to vacate the office of Council member; or
- (3) the alternate Council member leaves a written resignation at the Company's registered office.

67. Power to Act as Alternate for more than 1 Council Member

- 67.1 A Council member may act as alternate Council member to represent more than 1 Council member.

CHIEF EXECUTIVE OFFICER

68. Power to Appoint

- 68.1 The Council may appoint a person to the position of Chief Executive Officer for the period and on the terms it thinks fit and, subject to the terms of any agreement entered into in a particular case, may revoke the appointment.

69. Right to Attend Meetings of Council

- 69.1 If the Chief Executive Officer is not a member of the Council, the Chief Executive Officer may attend meetings of the Council except where the Council otherwise requests.

70. Temporary Appointments

- 70.1 If a Chief Executive Officer becomes incapable of acting in that capacity, the Council may appoint another person to act as temporary Chief Executive Officer.

71. Powers of Chief Executive Officer

- 71.1 The Council may, on the terms and with the restrictions it thinks fit, confer on the Chief Executive Officer any of the powers exercisable by the Council.
- 71.2 Any powers so conferred may be concurrent with, or to the exclusion of, the powers of the Council.
- 71.3 The Council may at any time withdraw or vary any of the powers conferred on the Chief Executive Officer.

72. Remuneration of Chief Executive Officer

- 72.1 Subject to the Corporations Act and to the provisions of any contract between the

Company and the Chief Executive Officer, the remuneration of the Chief Executive Officer is fixed by the Council.

POWERS AND DUTIES OF COUNCIL

73. General Business Management

73.1 Subject to the Corporations Act and to any other provision of this constitution, the business of the Company is managed by the Council which may exercise all powers of the Company which are not, by the Corporations Act or by this constitution, required to be exercised by the Company in general meeting.

73.2 No resolution passed by the Company in general meeting can invalidate any prior act of the Council which would have been valid if that clause or resolution had not been made or passed. A resolution proposed by a member to any general meeting is not valid unless it is for a proper purpose in accordance with the Corporations Act and it relates to a power of the members either held under the Corporations Act or granted expressly by this constitution.

74. Borrowing Powers

74.1 Without limiting article 74.1, the Council may exercise all the powers of the Company to borrow money, to charge any property or business of the Company and to issue debentures or give any other security for a debt, liability or obligation of the Company or of any other person.

75. Negotiable Instruments

75.1 All cheques, promissory notes, banker's drafts, bills of exchange and other negotiable instruments, and all receipts for money paid to the Company, may be signed, drawn, accepted, endorsed or otherwise executed by any 2 of the following members of the Executive Committee: the President, President Elect, Vice-President, immediate past President, Secretary, or any Council member or other person authorised by a resolution of the Council, or in any other manner the Council determines from time to time.

76. Appointment of Attorney

76.1 The Council may appoint any person to be the attorney or attorneys of the Company for the purposes, with the powers, authorities and discretions (being powers, authorities and discretions vested in or exercisable by the Council members), for the period and subject to the conditions it thinks fit.

76.2 A power of attorney may contain those provisions for the protection and convenience of persons dealing with the attorney that the Council thinks fit and may also authorise the attorney to delegate all or any of the powers, authorities and discretions vested in the attorney.

PROCEEDINGS OF COUNCIL

77. Meetings of Council

77.1 The Council may meet together for the despatch of business and adjourn and otherwise regulate its meetings as it thinks fit.

77.2 The minutes of every meeting of the Council must state the method of meeting and the persons present.

78. Convening Council Meetings

78.1 2 or more Council members may at any time, and a Secretary must on the requisition of 2 or more Council members, convene a meeting of the Council.

79. Notice of Council Meetings

79.1 Notice of every Council meeting must be given to each Council member and alternate Council member and in the case of the Council meeting referred to in clause 52.1, also to the Council members elect, except that it is not necessary to give notice of a meeting of Council members to a Council member or a Council member elect who:

- (1) has been given special leave of absence; or
- (2) is absent from Australia and has not left an alternate address or telephone or facsimile number or electronic address at which the Council member or Council member elect may be given notice.

79.2 A notice of a meeting of the Council may be given in writing or orally, and by facsimile, telephone or any other electronic means.

80. Quorum

80.1 At a meeting of the Council, the number of Council members whose presence is necessary to constitute a quorum is 7 Council members entitled to vote or any greater number determined by the Council members. An alternate Council member is counted in a quorum at a meeting at which the Council member who appointed the alternate is not present. In the case of the Council meeting referred to in clause 52.1, Council members who are to vacate their position on Council on 31 December immediately following that meeting are not to be treated as members entitled to vote for the purposes of this clause 80.1 and Council members elect are to be so treated.

81. Chairperson at Council Meetings

81.1 The President, if present and able, must preside as chairperson of all meetings of the Council.

81.2 If the President is not present or able to preside within 10 minutes after the time appointed for holding the meeting, the President Elect, if present and able, must preside as the chairperson of the meeting. If the President Elect is not present or able to preside within 10 minutes after the time appointed for holding the meeting, the Vice President, if present and able, must preside as the chairperson of the meeting. If the Vice-President is not present or able to preside within 10 minutes after the time appointed for holding

the meeting, the Council members present may elect 1 of their number to be chairperson of the meeting.

82. Voting

82.1 Subject to this constitution, questions arising at a meeting of the Council are decided by a majority of votes of Council members present and voting. The decision is for all purposes deemed a decision of the Council members.

82.2 If there is an equality of votes, the chairperson of the meeting, in addition to his or her deliberative vote (if any), has a casting vote. The chairperson has a discretion both as to using the casting vote and as to the way in which it is used.

82.3 An alternate Council member is entitled to 1 vote on behalf of each Council member whom he or she represents as an alternate Council member at the meeting and who is not present at the meeting, in addition to his or her own vote (if any).

83. Teleconference Meeting of Council Members

83.1 For the purpose of this constitution, the contemporaneous linking together in oral communication by telephone, audio-visual or other instantaneous means ("telecommunication meeting") of a number of the Council members not less than a quorum constitutes a meeting of the Council. All the provisions of this constitution relating to a meeting of the Council apply to a telecommunication meeting so far as they are not inconsistent with the provisions of this clause 83.1. In addition the following provisions apply to a telecommunication meeting:

- (1) all Council members entitled to receive notice of a meeting of the Council (including any alternate Council member) are entitled to notice of a telecommunication meeting;
- (2) all Council members participating in the meeting must be linked by telephone, audio-visual or other instantaneous means for the purpose of the meeting;
- (3) notice of the meeting may be given on the telephone or by other electronic means;
- (4) each Council member taking part in the meeting must be able to hear and be heard by each of the other Council members taking part at the commencement of the meeting and each Council member taking part is deemed for the purposes of this constitution to be present at the meeting;
- (5) at the commencement of the meeting each Council member must announce his or her presence to all the other Council members taking part in the meeting; and
- (6) each such Council member is deemed able to hear and be heard by each of the other Council members taking part in the meeting and to continue to be a participant in that meeting unless the Council member has obtained the express consent of the Chairperson to leave the meeting or, in the event of accidental disconnection, advises the Chairperson accordingly.

- 83.2 If the Secretary is not present at a telecommunication meeting, 1 of the Council members present must take minutes of the meeting.
- 83.3 A Council member must not leave a telecommunication meeting by disconnecting his or her telephone, audio-visual or other communication equipment unless that Council member has previously notified the chairperson of the meeting.
- 83.4 A Council member is conclusively presumed to have been present and to have formed part of a quorum at all times during a telecommunication meeting unless that Council member has previously obtained the express consent of the chairperson to leave the meeting.
- 83.5 A minute of the proceedings of a telecommunication meeting is sufficient evidence of the proceedings and of the observance of all necessary formalities if the minute is certified to be a correct minute by the chairperson of the meeting.

84. Circulated Resolutions

- 84.1 Three quarters of the Council members at that time present in Australia, and any Council member absent from Australia who has left a facsimile number or electronic address at which the Council member is given notice, may sign a document containing a statement that they are in favour of a resolution of the Council members in terms set out in the document. A resolution in those terms is deemed to have been passed at a meeting of the Council held on the day and at the time on which the document was signed by a Council member whose signature first brings to three quarters or more the portion of the Council members who have signed the resolution.
- 84.2 For the purpose of clause 84.1, 2 or more separate documents containing statements in identical terms, each of which is signed by 1 or more Council members, are deemed together to constitute 1 document containing a statement in those terms signed by those Council members on the respective days on which they signed the separate documents.
- 84.3 A reference in article 85.1 to all the Council members does not include a reference to a Council member who, at a meeting of Council members, would not be entitled to vote on the resolution.
- 84.4 Every resolution passed under clause 84.1 must as soon as practicable be entered in the minutes of the Council's meetings.
- 84.5 A facsimile, telex, cable, telegram or similar means of communication addressed to and received by the Company and purporting to be signed by a Council member for the purpose of this constitution is deemed to be a written document signed by that Council member. In addition, also for the purpose of clause 84.1, a statement sent electronically by a Council member to an agreed electronic address that he or she is in favour of a specified resolution shall be taken to be a document containing that statement and duly signed by the Council member. The document shall be taken to have been signed by the Council member at the time of its receipt at the agreed electronic address.

85. Committees of Council

- 85.1 The Council may delegate any of its powers to:

- (1) standing committees;
 - (2) ad hoc committees; or
 - (3) any other person as permitted by the Corporations Act,
- and may revoke the delegation.

85.2 A committee formed under clause 85.1 or a person must, in exercising the powers so delegated, conform to any regulations from time to time imposed on it by the Council.

85.3 Otherwise the meetings and proceedings of any committee consisting of 2 or more members are governed by the provisions in this constitution regulating the meetings and proceedings of the Council, in so far as they are applicable.

86. Membership of Committees

86.1 The committees of the Council may consist of Council members only, or of Council members and other persons whether members of the Company or not.

86.2 The Council has the power to appoint and remove members of committees of the Council.

86.3 The President is an ex officio member of all committees of the Council.

87. Validation of Acts of Council Members

87.1 All acts done at a meeting of the Council or of a committee of the Council or by a person acting as a Council member or delegate are, although it is afterwards discovered that there was some defect in the appointment or continuance in office of any of the persons concerned, or that any of them were disqualified or were not entitled to vote, as valid as if each of them had been duly appointed, had duly continued in office, was qualified to be a Council member or delegate and was entitled to vote.

COUNCIL MEMBERS' INTERESTS

88. Prohibition on Being Present or Voting

88.1 Except to the extent the Corporations Act permits, a Council member who has a material personal interest, or who acts for a person who has a material interest, or whose employer, firm or corporate practice has or acts for a person who has a material interest, in a matter or transaction that is being considered at a meeting of the Council which might reasonably give rise to a conflict of interest or a perception of a conflict of interest with the Company must not:

- (1) be counted in a quorum;
- (2) vote on the matter; or
- (3) be present while the matter is being considered at the meeting.

89. Existence of Interest

- 89.1 A Council member may to the extent the Corporations Act permits:
- (1) enter into a contract or arrangement or have dealings with the Company either as vendor, purchaser, mortgagee or otherwise; or
 - (2) be interested in any contract, operation, undertaking or business entered into, undertaken or assisted by the Company or in which the Company is or may be interested.
- 89.2 The Council member is not because of entering into any relationship or transaction referred to in clause 89.1:
- (1) disqualified from the office of Council member; or
 - (2) liable to account to the Company for any profit arising from the relationship or transaction because of being a Council member or of the fiduciary relationship between the Council member and the Company.
- 89.3 For the purpose of this clause 89, "Company" includes any subsidiary of the Company and any other company in which the Company or any subsidiary of the Company is or becomes a shareholder or is otherwise interested.

90. Disclosure of Interest

- 90.1 A Council member who has an interest that, under clause 88.1, prevents the Council member from voting on a matter, must disclose the nature of the interest:
- (1) before or at the meeting of the Council at which the question of entering into the contract or arrangement is first taken into consideration, if the interest then exists; or
 - (2) in any other case, at the first meeting of the Council after the Council member becomes interested.
- 90.2 A Council member who is in any way, whether directly or indirectly, interested in a contract or proposed contract with the Company must immediately advise the Council and the Chief Executive Officer in writing of the nature of the Council member's interest in accordance with the provisions of the Corporations Act.
- 90.3 A Council member who holds any office or owns any property which might reasonably give rise, whether directly or indirectly, to duties or interests in conflict with his or her duties or interests as a Council member must immediately advise the Council and the Chief Executive Officer in writing of the fact, nature, character and extent of the conflict in accordance with the provisions of the Corporations Act.

INADVERTENT OMISSIONS

91. Formalities Omitted

- 91.1 If some formality required by this constitution is inadvertently omitted or is not carried out, the omission does not invalidate any resolution, act, matter or thing which but for the omission would have been valid, unless it is proved to the Council's satisfaction that the omission has directly prejudiced any member financially. The Council's decision is final and binds all members.

SECRETARY

92. Terms of Office of Secretary

- 92.1 A Secretary of the Company holds office on the terms, as to remuneration and otherwise, the Council determines.

MINUTES

93. Minutes to be Kept

- 93.1 The Council must carry out the obligations imposed on the Company by the Corporations Act to cause:
- (1) minutes of all proceedings of general meetings and of meetings of the Council and its committees to be entered, as soon as practicable after the relevant meeting is held, in books kept for that purpose; and
 - (2) those minutes to be signed by the chairperson of the meeting at which the proceedings took place or by the chairperson of a subsequent meeting at which they are approved.

SEAL

94. Seal

- 94.1 The Company may have a seal. If the Company has a seal, clauses 94.2 to 94.4 and clause 95.1 apply.
- 94.2 The Council must provide for the safe custody of the seal.
- 94.3 The seal must not be affixed to any document except by the authority of a resolution of the Council or of a committee of the Council duly authorised by the Council.
- 94.4 Every instrument to which the seal is affixed must be signed by at least 1 Council member and countersigned by another Council member, the Secretary or another person appointed by the Council to countersign that document or a class of documents in which that document is included.

95. Affixing of Seal by Interested Council Member

- 95.1 A Council member may sign or countersign as Council member any document to which the seal is affixed, even though the document relates to a contract, arrangement, dealing or other transaction in which the Council member is interested. The Council member's signature is effective as to compliance with the requirements of this constitution about affixing the seal despite the Council member's interest.

RECORDS**96. Inspection of and access to records**

- 96.1 A person who is not a Council member does not have the right to inspect any of the Council papers, books, records or documents of the Company except as provided by law or this constitution or as authorised by the Council members or by resolution of the members in general meeting.
- 96.2 The Company may enter into contracts with its Council members or former Council members agreeing to provide continuing access for a specified period after the Council member ceases to be a Council member to Council papers, books, records and documents of the Company which relate to the period during which the Council member or former Council member was a Council member on such terms and conditions as the Council members think fit and which are not inconsistent with this clause 96.
- 96.3 This clause 96 does not limit any right the Council members or former Council members otherwise have.

NOTICES**97. Service of Notices**

- 97.1 The Company may give a notice to a member by:
- (1) serving it personally;
 - (2) sending it by post;
 - (3) delivering it to a document exchange;
 - (4) electronic transmission;
 - (5) facsimile; or
 - (6) in the case of a notice of a general meeting, in addition to the methods described in (1) and (5) above, by publishing the notice in the Law Institute Journal or a similar or replacement publication, that is sent,

to the member at the member's address shown in the Register or the address or facsimile number or electronic address, or such other address supplied by the member for giving notices and any notice so given is deemed fully received.

- 97.2 For the purpose of clauses 97.1 and 98.1, "document exchange" means a document exchange approved by the Chief Justice on the recommendation of the Council under Rule 6.07 of the Supreme Court (General Civil Procedure) Rules 1996.
- 97.3 The Company may give a notice to a Council member by:
- (1) delivering it personally to him or her;
 - (2) sending it by prepaid post to his or her usual residential or business address, or any other address he or she has supplied to the Company for giving notices; or
 - (3) sending it by fax or other electronic means to the fax number or electronic address he or she has supplied to the Company for giving notices.
- 97.4 A Council member may give a notice to the Company by:
- (1) delivering it to the Company's registered office;
 - (2) sending it by prepaid post to the Company's registered office; or
 - (3) Sending it by fax or other electronic means to the principal fax number or electronic address at the Company's registered office.

98. Time of Service

- 98.1 A notice from the Company properly addressed and posted or delivered to a document exchange is taken to be served at 10.00am on the next business day after the date it is posted or delivered.
- 98.2 A certificate signed by a secretary or officer of the Company to the effect that a notice was duly posted or delivered under this constitution is conclusive evidence of that fact.
- 98.3 Where the Company sends a notice by facsimile, the notice is taken as served at the time the facsimile is sent if the correct facsimile number appears on the facsimile transmission report produced by the sender's facsimile machine.
- 98.4 Where the Company sends a notice by electronic transmission, the notice is taken as served at the time the electronic transmission is sent if a message indicating receipt has been received by the Company.
- 98.5 Where a given number of days' notice or notice extending over any other period must be given, the day of service is not to be counted in the number of days or other period.
- 98.6 For the purpose of this clause 98, "business day" means a day that is not a Saturday, Sunday, public holiday or bank holiday in the place where the Company has its registered office.

99. Persons Entitled to Notice of General Meeting

99.1 Notice of every general meeting must be given in the manner authorised by clauses 97 and 98 to:

- (1) every member; and
- (2) the auditor for the time being of the Company.

99.2 No other person is entitled to receive notice of general meetings.

100. Other Communications and Documents

100.1 Clauses 97 and 98 apply, so far as they can and with any necessary changes, to serving, *giving or sending* any communication, document or paper.

101. Written Notices

101.1 Any reference in this constitution to a written notice includes a notice given by facsimile or other electronic means.

RULES**102. Rules**

102.1 The Council may from time to time make any by-laws, rules and regulations that in the Council's opinion are necessary and desirable for the proper control, administration and management of the Company's operations, finances, affairs, interests, effects and property and for the contributions, duties, obligations and responsibilities of the members.

102.2 The Company in general meeting may amend or repeal any of the by-laws, rules and regulations made by the Council.

102.3 By-laws, rules and regulations:

- (1) are subject to this constitution;
- (2) must not be inconsistent with any provision in this constitution; and
- (3) bind all members and the Council and have the same effect as this constitution.

INDEMNITY AND INSURANCE**103. Indemnity**

103.1 To the extent permitted by the Corporations Act, the Company indemnifies:

- (1) every person who is or has been an officer of the Company; and

- (2) where the Council considers it appropriate, any person who is or has been an officer of a related body corporate of the Company,

against any liability incurred by that person in the person's capacity as an officer of the Company or of the related body corporate to any other person (except the Company or a related body corporate) unless the liability arises out of conduct involving a lack of good faith.

- 103.2 To the extent permitted by the Corporations Act, the Company indemnifies every person who is or has been an officer of the Company against any liability for legal costs incurred by the person in his or her capacity as officer of the Company.

104. Insurance

- 104.1 The Company may, where the Council considers it appropriate, pay or agree to pay a premium on a contract insuring a person who is or has been an officer of the Company against any of the following liabilities incurred by the person as such an officer:

- (1) any liability which does not arise out of conduct involving:
- (a) a wilful breach of duty in relation to the Company; or
 - (b) without limiting clause 104.1(1)(a), a contravention of sections 181 or 182 of the Corporations Act; and
- (2) any liability for costs and expenses incurred by the person in defending proceedings, whether civil or criminal, whatever their outcome, and without the qualifications in clause 104.1(1).

- 104.2 In the case of a Council member, any premium paid under this clause 104 is paid in addition to remuneration paid to that Council member by the Company under this constitution.

105. Council Member Voting on Contract of Insurance

- 105.1 Despite anything in this constitution, a Council member is not prevented from voting on any contract or proposed contract of insurance, merely because the contract insures or would insure the Council member against a liability incurred by the Council member as an officer of the Company or of a related body corporate.

106. Meaning of "Officer"

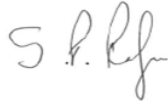
- 106.1 For the purposes of clauses 103, 104 and 105, "officer" means a Council member, Secretary or Chief Executive Officer and includes a person who was a member of the Council of the Law Institute of Victoria.

LAW INSTITUTE OF VICTORIA LIMITED
ABN 32 075 475 731

CONSTITUTION

I Sam Pandya, being the Chairperson of the general meeting of Law Institute of Victoria Limited held on the 18th day of November, 2020 certify that this document represents a true copy of the constitution of the Company adopted by special resolution at that annual general meeting.

Signed:

A handwritten signature in black ink, appearing to read "S. P. Pandya". The signature is written in a cursive style with a large initial "S" and a distinct "P".

Date: 18 November 2020

TABLE OF CONTENTS

| | |
|---|----|
| LAW INSTITUTE OF VICTORIA LIMITED | 2 |
| CONSTITUTION..... | 2 |
| PART A..... | 2 |
| INTRODUCTION..... | 4 |
| MEMBERSHIP | 7 |
| 2. Membership | 7 |
| 3. Categories of Membership | 7 |
| 4. Application for Full Membership and Incorporated Legal Practice Membership | 8 |
| 5. Application for Associate Membership..... | 8 |
| 6. Form of Application | 9 |
| 7. Admission to Membership | 9 |
| 8. Notification by Members | 9 |
| 9. Honorary Life Membership..... | 9 |
| 10. Register of Members..... | 10 |
| 11. Application Fee | 10 |
| 12. Subscription | 10 |
| 13. Unpaid Subscriptions | 11 |
| 14. Resignation | 11 |
| 15. Failure to Pay Arrears of Subscriptions..... | 11 |
| 16. Cessation of Membership..... | 11 |
| 17. Disciplining Members..... | 12 |
| 18. Effect of Cessation of Membership | 13 |
| 19. Convening General Meetings..... | 14 |
| 20. Notice of General Meetings | 14 |
| 21. Accidental Omission to Give Notice and Waiver of Notice | 15 |
| 22. Postponing or Cancelling General Meetings and Change of Venue..... | 15 |
| 23. Meaning of "member" | 15 |
| 24. Quorum..... | 16 |
| 25. Absence of Quorum | 16 |
| 26. Ordinary and Special Business..... | 16 |
| 27. Notice of Special Business | 17 |
| 28. Chairperson..... | 17 |
| 29. Conduct at General Meetings..... | 17 |
| 30. Adjourning Meetings | 18 |
| 31. Voting Rights..... | 19 |
| 32. Power to Demand a Poll..... | 19 |
| 33. Evidence of Resolutions..... | 19 |
| 34. Conduct of Poll..... | 19 |
| 35. Casting Vote | 20 |
| 36. Objections to Exercise of Voting Rights | 20 |
| 37. Appointment of Proxy..... | 20 |
| 38. Deposit of Proxy and Attorney Instrument | 20 |
| 39. Proxy Instrument to be in Writing..... | 20 |
| 40. Form of Proxy..... | 21 |
| 41. Effect of Proxy Instrument..... | 21 |
| 42. Voting Rights of Proxies..... | 21 |
| 43. Postal Referendum..... | 22 |
| 44. Conduct of a Postal Referendum..... | 22 |
| 45. Composition of Council..... | 23 |
| 46. Election and Rotation of Council Members | 24 |
| 47. Nomination of Council Members..... | 25 |
| 48. Election Procedure for Council Members | 26 |
| 49. Office Bearers..... | 28 |
| 50. Executive | 28 |
| 51. Role of Executive..... | 28 |
| 52. Election of Office Bearers..... | 28 |

| | | |
|----------------------------------|--|----|
| 53. | Eligibility and Nomination | 30 |
| 54. | Election Procedure for Fifth Executive Member..... | 31 |
| 55. | Regional Associations, Sections and Interest Groups | 31 |
| 56. | Casual Vacancies and Additional Council Members | 32 |
| 57. | Insufficient Council Members | 33 |
| 58. | Resignation of Council Member | 33 |
| 59. | Removal of Council Members | 33 |
| 60. | Vacation of Office of Council Member | 33 |
| 62. | Power to Appoint..... | 34 |
| 63. | Rights and Powers of Alternate Council Member..... | 34 |
| 64. | Suspension or Revocation of Appointment..... | 34 |
| 65. | Form of Appointment, Suspension or Revocation | 34 |
| 66. | End of Appointment..... | 34 |
| 67. | Power to Act as Alternate for more than 1 Council Member | 35 |
| 68. | Power to Appoint..... | 35 |
| 69. | Right to Attend Meetings of Council | 35 |
| 70. | Temporary Appointments | 35 |
| 71. | Powers of Chief Executive Officer | 35 |
| 72. | Remuneration of Chief Executive Officer..... | 35 |
| 73. | General Business Management..... | 36 |
| 74. | Borrowing Powers | 36 |
| 75. | Negotiable Instruments | 36 |
| 76. | Appointment of Attorney | 36 |
| PROCEEDINGS OF COUNCIL..... | | 37 |
| 77. | Meetings of Council..... | 37 |
| 78. | Convening Council Meetings..... | 37 |
| 79. | Notice of Council Meetings | 37 |
| 80. | Quorum..... | 37 |
| 81. | Chairperson at Council Meetings..... | 37 |
| 82. | Voting..... | 38 |
| 83. | Teleconference Meeting of Council Members..... | 38 |
| 84. | Circulated Resolutions | 39 |
| 85. | Committees of Council | 39 |
| 86. | Membership of Committees..... | 40 |
| 87. | Validation of Acts of Council Members | 40 |
| COUNCIL MEMBERS' INTERESTS | | 40 |
| 88. | Prohibition on Being Present or Voting | 40 |
| 89. | Existence of Interest | 40 |
| 90. | Disclosure of Interest..... | 41 |
| INADVERTENT OMISSIONS | | 42 |
| 91. | Formalities Omitted..... | 42 |
| SECRETARY | | 42 |
| 92. | Terms of Office of Secretary | 42 |
| MINUTES..... | | 42 |
| 93. | Minutes to be Kept..... | 42 |
| SEAL | | 42 |
| 94. | Seal..... | 42 |
| 95. | Affixing of Seal by Interested Council Member | 43 |
| RECORDS | | 43 |
| 96. | Inspection of and access to records..... | 43 |
| NOTICES..... | | 43 |
| 97. | Service of Notices | 43 |
| 98. | Time of Service..... | 44 |
| 99. | Persons Entitled to Notice of General Meeting..... | 45 |
| 100. | Other Communications and Documents | 45 |
| 101. | Written Notices..... | 45 |
| RULES..... | | 45 |
| 102. | Rules..... | 45 |
| INDEMNITY AND INSURANCE..... | | 45 |
| 103. | Indemnity | 45 |
| 104. | Insurance..... | 46 |
| 105. | Council Member Voting on Contract of Insurance | 46 |

| | |
|---------------------------------|----|
| 106. Meaning of "Officer" | 46 |
| TABLE OF CONTENTS | 48 |

SCHEDULES

SCHEDULE 1 CITY POST CODES

| | | |
|-------------------------|--------------------|---------------|
| 3008 DOCKLANDS | VIC MELBOURNE CITY | Delivery Area |
| 3002 EAST MELBOURNE | VIC MELBOURNE CITY | Delivery Area |
| 3000 MELBOURNE | VIC MELBOURNE CITY | Delivery Area |
| 3001 MELBOURNE | VIC MELBOURNE CITY | Delivery Area |
| 3004 MELBOURNE | VIC MELBOURNE CITY | Delivery Area |
| 3051 NORTH MELBOURNE | VIC MELBOURNE CITY | Delivery Area |
| 3003 WEST MELBOURNE | VIC MELBOURNE CITY | Delivery Area |
| 3005 WORLD TRADE CENTRE | VIC MELBOURNE CITY | Delivery Area |

Together with any other post codes determined by Council as representing city areas. Note: this excludes private boxes, post offices and Law Courts postcodes

SCHEDULE 2 SUBURBAN POST CODES

| | | |
|-----------------------------|-----|------------------------------------|
| 3067 ABBOTSFORD | VIC | FITZROY DC |
| 3040 ABERFELDIE | VIC | MOONEE PONDS DC |
| 3042 AIRPORT WEST | VIC | NIDDRIE DC |
| 3021 ALBANVALE | VIC | ST ALBANS DC |
| 3206 ALBERT PARK | VIC | SOUTH MELBOURNE DC |
| 3020 ALBION | VIC | SUNSHINE DC |
| 3078 ALPHINGTON | VIC | PRESTON DC |
| 3018 ALTONA | VIC | NEWPORT DC |
| 3028 ALTONA MEADOWS | VIC | HOPPERS CROSSING DEL CENTRE |
| 3025 ALTONA NORTH | VIC | NEWPORT DC |
| 3022 ARDEER | VIC | SUNSHINE DC |
| 3143 ARMADALE | VIC | HAWTHORN DELIVERY CENTRE |
| 3099 ARTHURS CREEK | VIC | DIAMOND CREEK DC |
| 3032 ASCOT VALE | VIC | MOONEE PONDS DC |
| 3147 ASHBURTON | VIC | BURWOOD DC |
| 3442 ASHBOURNE | VIC | WOODEND |
| 3147 ASHWOOD | VIC | BURWOOD DC |
| 3195 ASPENDALE | VIC | BRAESIDE DC |
| 3195 ASPENDALE GARDENS | VIC | BRAESIDE DC |
| 3049 ATTWOOD | VIC | SOMERTON DC |
| 3034 AVONDALE HEIGHTS | VIC | NIDDRIE DC |
| 3782 AVONSLEIGH | VIC | BELGRAVE DELIVERY CENTRE |
| 3340 BACCHUS MARSH | VIC | BACCHUS MARSH DC |
| 3183 BALACLAVA | VIC | ST KILDA DC |
| 3103 BALWYN | VIC | DEEPPENE DC |
| 3104 BALWYN NORTH | VIC | DEEPPENE DC |
| 3175 BANGHOLME | VIC | DANDENONG DC |
| 3340 BALLIANG | VIC | BACCHUS MARSH DC |
| 3340 BALLIANG EAST | VIC | BACCHUS MARSH DC |
| 3153 BAYSWATER | VIC | BAYSWATER DC |
| 3153 BAYSWATER NORTH | VIC | BAYSWATER DC |
| 3807 BEACONSFIELD | VIC | NARRE WARREN DC |
| 3808 BEACONSFIELD UPPER | VIC | BEACONSFIELD UPPER |
| 3193 BEAUMARIS | VIC | MOORABBIN DELIVERY CENTRE |
| 3097 BEND OF ISLANDS | VIC | RESEARCH DELIVERY CENTRE |
| 3160 BELGRAVE | VIC | BELGRAVE DELIVERY CENTRE |
| 3160 BELGRAVE HEIGHTS | VIC | BELGRAVE DELIVERY CENTRE |
| 3160 BELGRAVE SOUTH | VIC | BELGRAVE DELIVERY CENTRE |
| 3081 BELLFIELD | VIC | HEIDELBERG WEST DEL CENTRE |
| 3435 BENLOCH | VIC | LANCEFIELD |
| 3204 BENTLEIGH | VIC | MOORABBIN DELIVERY CENTRE |
| 3165 BENTLEIGH EAST | VIC | BENTLEIGH EAST DC |
| 3753 BEVERIDGE | VIC | BEVERIDGE |
| 3193 BLACK ROCK | VIC | MOORABBIN DELIVERY CENTRE |
| 3130 BLACKBURN | VIC | NUNAWADING DC |
| 3130 BLACKBURN NORTH | VIC | NUNAWADING DC |
| 3130 BLACKBURN SOUTH | VIC | NUNAWADING DC |
| 3432 BOLINDA | VIC | ROMSEY LPO |
| 3196 BONBEACH | VIC | BRAESIDE DC |

| | | |
|--------------------------------|-----|---------------------------------|
| 3155 BORONIA | VIC | BAYSWATER DC |
| 3128 BOX HILL | VIC | BOX HILL DC |
| 3128 BOX HILL CENTRAL | VIC | BOX HILL DC |
| 3129 BOX HILL NORTH | VIC | BOX HILL DC |
| 3128 BOX HILL SOUTH | VIC | BOX HILL DC |
| 3019 BRAYBROOK | VIC | WEST FOOTSCRAY DC |
| 3088 BRIAR HILL | VIC | BUNDOORA DC |
| 3186 BRIGHTON | VIC | BRIGHTON DC |
| 3187 BRIGHTON EAST | VIC | BRIGHTON DC |
| 3186 BRIGHTON NORTH | VIC | BRIGHTON DC |
| 3047 BROADMEADOWS | VIC | SOMERTON DC |
| 3338 BROOKFIELD | VIC | MELTON DELIVERY |
| 3757 BRUCES CREEK | VIC | WHITTLESEA |
| 3012 BROOKLYN | VIC | WEST FOOTSCRAY DC |
| 3056 BRUNSWICK | VIC | PRESTON DC |
| 3057 BRUNSWICK EAST | VIC | PRESTON DC |
| 3055 BRUNSWICK WEST | VIC | PRESTON DC |
| 3428 BULLA | VIC | BULLA |
| 3105 BULLEEN | VIC | TEMPLESTOWE DC |
| 3437 BULLENGAROOK | VIC | GISBORNE |
| 3083 BUNDOORA | VIC | BUNDOORA DC |
| 3121 BURNLEY | VIC | RICHMOND DC |
| 3121 BURNLEY NORTH | VIC | RICHMOND DC |
| 3023 BURNSIDE | VIC | SUNSHINE DC |
| 3023 BURNSIDE HEIGHTS | VIC | |
| 3125 BURWOOD | VIC | BURWOOD DC |
| 3151 BURWOOD EAST | VIC | BURWOOD DC |
| 3762 BYLANDS | VIC | KILMORE |
| 3442 CADELLO | VIC | WOODEND |
| 3023 CAIRNLEA | VIC | SUNSHINE DC |
| 3037 CALDER PARK | VIC | ST ALBANS DC |
| 3124 CAMBERWELL | VIC | DEEPPENE DC |
| 3061 CAMPBELLFIELD | VIC | SOMERTON DC |
| 3126 CANTERBURY | VIC | DEEPPENE DC |
| 3442 CARLSRUHE | VIC | WOODEND |
| 3053 CARLTON | VIC | CARLTON SOUTH DC |
| 3054 CARLTON NORTH | VIC | CARLTON SOUTH DC |
| 3163 CARNEGIE | VIC | BENTLEIGH EAST DC |
| 3162 CAULFIELD | VIC | BENTLEIGH EAST DC |
| 3145 CAULFIELD EAST | VIC | MOUNT WAVERLEY MDC (NEW) |
| 3161 CAULFIELD JUNCTION | VIC | BENTLEIGH EAST DC |
| 3161 CAULFIELD NORTH | VIC | BENTLEIGH EAST DC |
| 3162 CAULFIELD SOUTH | VIC | BENTLEIGH EAST DC |
| 3145 CENTRAL PARK | VIC | MOUNT WAVERLEY MDC (NEW) |
| 3148 CHADSTONE | VIC | MOUNT WAVERLEY MDC (NEW) |
| 3148 CHADSTONE CENTRE | VIC | MOUNT WAVERLEY MDC (NEW) |
| 3030 CHARTWELL | VIC | HOPPERS CROSSING DEL CENTRE |
| 3196 CHELSEA | VIC | BRAESIDE DC |
| 3196 CHELSEA HEIGHTS | VIC | BRAESIDE DC |
| 3192 CHELTENHAM | VIC | MOORABBIN DELIVERY CENTRE |

| | | |
|-----------------------|-----|-----------------------------|
| 3192 CHELTENHAM EAST | VIC | MOORABBIN DELIVERY CENTRE |
| 3192 CHELTENHAM NORTH | VIC | MOORABBIN DELIVERY CENTRE |
| 3434 CHEROKEE | VIC | ROMSEY LPO |
| 3756 CHINTIN | VIC | WALLAN WALLAN |
| 3116 CHIRNSIDE PARK | VIC | MOOROOLBARK DC |
| 3775 CHRISTMAS HILLS | VIC | YARRA GLEN |
| 3430 CLARKEFIELD | VIC | SUNBURY |
| 3169 CLARINDA | VIC | MOUNT WAVERLEY MDC (NEW) |
| 3168 CLAYTON | VIC | MOUNT WAVERLEY MDC (NEW) |
| 3169 CLAYTON SOUTH | VIC | MOUNT WAVERLEY MDC (NEW) |
| 3782 CLEMATIS | VIC | BELGRAVE DELIVERY CENTRE |
| 3978 CLYDE | VIC | CLYDE |
| 3978 CLYDE NORTH | VIC | CLYDE |
| 3442 COBAW | VIC | WOODEND |
| 3058 COBURG | VIC | PRESTON DC |
| 3058 COBURG NORTH | VIC | PRESTON DC |
| 3781 COCKATOO | VIC | COCKATOO |
| 3030 COCOROC | VIC | HOPPERS CROSSING DEL CENTRE |
| 3340 COIMADAI | VIC | BACCHUS MARSH DC |
| 3770 COLDSTREAM | VIC | MOOROOLBARK DC |
| 3066 COLLINGWOOD | VIC | FITZROY DC |
| 3048 COOLAROO | VIC | SOMERTON DC |
| 3099 COTTLES BRIDGE | VIC | DIAMOND CREEK DC |
| 3121 CREMORNE | VIC | RICHMOND DC |
| 3136 CROYDON | VIC | MOOROOLBARK DC |
| 3136 CROYDON HILLS | VIC | MOOROOLBARK DC |
| 3136 CROYDON NORTH | VIC | MOOROOLBARK DC |
| 3136 CROYDON SOUTH | VIC | MOOROOLBARK DC |
| 3341 DALES CREEK | VIC | BACCHUS MARSH DC |
| 3047 DALLAS | VIC | SOMERTON DC |
| 3175 DANDENONG | VIC | DANDENONG DC |
| 3340 DARLEY | VIC | BACCHUS MARSH DC |
| 3756 DARRAWEIT GUIM | VIC | WALLAN WALLAN |
| 3023 DEER PARK | VIC | SUNSHINE DC |
| 3037 DELAHEY | VIC | ST ALBANS DC |
| 3030 DERRIMUT | VIC | HOPPERS CROSSING DEL CENTRE |
| 3427 DIGGERS REST | VIC | SUNBURY DC |
| 3089 DIAMOND CREEK | VIC | DIAMOND CREEK DC |
| 3172 DINGLEY VILLAGE | VIC | BRAESIDE DC |
| 3775 DIXONS CREEK | VIC | YARRA GLEN |
| 3139 DON VALLEY | VIC | WARBURTON |
| 3108 DONCASTER | VIC | TEMPLESTOWE DC |
| 3109 DONCASTER EAST | VIC | TEMPLESTOWE DC |
| 3064 DONNYBROOK | VIC | SOMERTON DC |
| 3111 DONVALE | VIC | TEMPLESTOWE DC |
| 3754 DOREEN | VIC | DOREEN |
| 3177 DOVETON | VIC | DANDENONG DC |
| 3084 EAGLEMONT | VIC | HEIDELBERG WEST DEL CENTRE |
| 3799 EAST WARBURTON | VIC | WARBURTON |
| 3757 EDEN PARK | VIC | WHITTLESEA |

| | | |
|----------------------|-----|--------------------------------|
| 3196 ED1THVALE | VIC | BRAESIDE DC |
| 3185 ELSTERNWICK | VIC | ST KILDA DC |
| 3095 ELTHAM | VIC | RESEARCH DELIVERY CENTRE |
| 3095 ELTHAM NORTH | VIC | RESEARCH DELIVERY CENTRE |
| 3184 ELWOOD | VIC | ST KILDA DC |
| 3782 EMERALD | VIC | BELGRAVE DELIVERY CENTRE |
| 3802 ENDEAVOUR HILLS | VIC | DANDENONG DC |
| 3076 EPPING | VIC | EPPING DC |
| 3076 EPPING DC | VIC | EPPING DC |
| 3040 ESSENDON | VIC | MOONEE PONDS DC |
| 3041 ESSENDON NORTH | VIC | MOONEE PONDS DC |
| 3040 ESSENDON WEST | VIC | MOONEE PONDS DC |
| 3177 EUMEMMERRING | VIC | DANDENONG DC |
| 3338 EXFORD | VIC | MELTON DELIVERY |
| 3338 EYNESBURY | VIC | MELTON DELIVERY |
| 3078 FAIRFIELD | VIC | PRESTON DC |
| 3060 FAWKNER | VIC | PRESTON DC |
| 3778 FERNSHAW | VIC | HEALESVILLE |
| 3156 FERNTREE GULLY | VIC | FERNTREE GULLY DELIVERY CENTRE |
| 3786 FERNY CREEK | VIC | BELGRAVE DELIVERY CENTRE |
| 3065 FITZROY | VIC | FITZROY DC |
| 3068 FITZROY NORTH | VIC | FITZROY DC |
| 3031 FLEMINGTON | VIC | MOONEE PONDS DC |
| 3011 FOOTSCRAY | VIC | WEST FOOTSCRAY DC |
| 3764 FORBES | VIC | KILMORE |
| 3131 FOREST HILL | VIC | NUNAWADING DC |
| 3185 GARDENVALE | VIC | ST KILDA DC |
| 3783 GEMBROOK | VIC | BELGRAVE DELIVERY CENTRE |
| 3797 GILDEROY | VIC | WARBURTON |
| 3437 GISBORNE | VIC | GISBORNE |
| 3437 GISBORNE SOUTH | VIC | GISBORNE |
| 3043 GLADSTONE PARK | VIC | NIDDRIE DC |
| 3797 GLADYSDALE | VIC | WARBURTON |
| 3163 GLEN HUNTLY | VIC | BENTLEIGH EAST DC |
| 3146 GLEN IRIS | VIC | BURWOOD DC |
| 3150 GLEN WAVERLEY | VIC | MOUNT WAVERLEY MDC (NEW) |
| 3764 GLENAROUA | VIC | KILMORE |
| 3340 GLENMORE | VIC | BACCHUS MARSH DC |
| 3046 GLENROY | VIC | PRESTON DC |
| 3435 GOLDIE | VIC | LANCEFIELD |
| 3043 GOWANBRAE | VIC | NIDDRIE DC |
| 3341 GREENDALE | VIC | BACCHUS MARSH DC |
| 3088 GREENSBOROUGH | VIC | BUNDOORA DC |
| 3059 GREENVALE | VIC | SOMERTON DC |
| 3770 GRUYERE | VIC | MOOROOLBARK DC |
| 3807 GUYS HILL | VIC | NARRE WARREN DC |
| 3046 HADFIELD | VIC | PRESTON DC |
| 3803 HALLAM | VIC | DANDENONG DC |
| 3188 HAMPTON | VIC | MOORABBIN DELIVERY CENTRE |
| 3188 HAMPTON EAST | VIC | MOORABBIN DELIVERY CENTRE |

| | | |
|-------------------------|-----|-----------------------------|
| 3976 HAMPTON PARK | VIC | CRANBOURNE DC |
| 3442 HANGING ROCK | VIC | WOODEND |
| 3806 HARKAWAY | VIC | NARRE WARREN DC |
| 3122 HAWTHORN | VIC | HAWTHORN DELIVERY CENTRE |
| 3123 HAWTHORN EAST | VIC | HAWTHORN DELIVERY CENTRE |
| 3777 HEALESVILLE | VIC | HEALESVILLE |
| 3758 HEATHCOTE JUNCTION | VIC | WANDONG |
| 3202 HEATHERTON | VIC | MOORABBIN DELIVERY CENTRE |
| 3135 HEATHMONT | VIC | MOOROOLBARK DC |
| 3084 HEIDELBERG | VIC | HEIDELBERG WEST DEL CENTRE |
| 3081 HEIDELBERG HEIGHTS | VIC | HEIDELBERG WEST DEL CENTRE |
| 3081 HEIDELBERG RGH | VIC | HEIDELBERG WEST DEL CENTRE |
| 3081 HEIDELBERG WEST | VIC | HEIDELBERG WEST DEL CENTRE |
| 3190 HIGHETT | VIC | MOORABBIN DELIVERY CENTRE |
| 3032 HIGHPOINT CITY | VIC | MOONEE PONDS DC |
| 3037 HILLSIDE | VIC | ST ALBANS DC |
| 3139 HODDLES CREEK | VIC | WARBURTON |
| 3148 HOLMESGLEN | VIC | MOUNT WAVERLEY MDC (NEW) |
| 3029 HOPPERS CROSSING | VIC | HOPPERS CROSSING DEL CENTRE |
| 3166 HUGHESDALE | VIC | MOUNT WAVERLEY MDC (NEW) |
| 3757 HUMEVALE | VIC | WHITTLESEA |
| 3166 HUNTINGDALE | VIC | MOUNT WAVERLEY MDC (NEW) |
| 3099 HURSTBRIDGE | VIC | DIAMOND CREEK DC |
| 3079 IVANHOE | VIC | HEIDELBERG WEST DEL CENTRE |
| 3079 IVANHOE EAST | VIC | HEIDELBERG WEST DEL CENTRE |
| 3047 JACANA | VIC | SOMERTON DC |
| 3064 KALKALLO | VIC | SOMERTON DC |
| 3791 KALLISTA | VIC | BELGRAVE DELIVERY CENTRE |
| 3766 KALORAMA | VIC | MOOROOLBARK DC |
| 3097 KANGAROO GROUND | VIC | RESEARCH DELIVERY CENTRE |
| 3021 KEALBA | VIC | ST ALBANS DC |
| 3036 KEILOR | VIC | NIDDRIE DC |
| 3038 KEILOR DOWNS | VIC | ST ALBANS DC |
| 3033 KEILOR EAST | VIC | NIDDRIE DC |
| 3038 KEILOR LODGE | VIC | ST ALBANS DC |
| 3036 KEILOR NORTH | VIC | NIDDRIE DC |
| 3042 KEILOR PARK | VIC | NIDDRIE DC |
| 3031 KENSINGTON | VIC | MOONEE PONDS DC |
| 3101 KEW | VIC | DEEPPENE DC |
| 3102 KEW EAST | VIC | DEEPPENE DC |
| 3173 KEYSBOROUGH | VIC | BRAESIDE DC |
| 3764 KILMORE | VIC | KILMORE |
| 3764 KILMORE EAST | VIC | KILMORE |
| 3137 KILSYTH | VIC | MOOROOLBARK DC |
| 3137 KILSYTH SOUTH | VIC | MOOROOLBARK DC |
| 3763 KINGLAKE | VIC | KINGLAKE |
| 3757 KINGLAKE CENTRAL | VIC | WHITTLESEA |
| 3757 KINGLAKE WEST | VIC | WHITTLESEA |
| 3021 KINGS PARK | VIC | ST ALBANS DC |
| 3083 KINGSBURY | VIC | BUNDOORA DC |

| | | |
|---------------------------|-----|---------------------------------|
| 3012 KINGSVILLE | VIC | WEST FOOTSCRAY DC |
| 3152 KNOX CITY CENTRE | VIC | FERN'TREE GULLY DELIVERY CENTRE |
| 3180 KNOXFIELD | VIC | FERN'TREE GULLY DELIVERY CENTRE |
| 3144 KOOYONG | VIC | HAWTHORN DELIVERY CENTRE |
| 3341 KOROBEIT | VIC | BACCHUS MARSH DC |
| 3337 KURUNJANG | VIC | MELTON DELIVERY |
| 3086 LA TROBE UNIVERSITY | VIC | BUNDOORA DC |
| 3075 LALOR | VIC | EPPING DC |
| 3435 LANCEFIELD | VIC | LANCEFIELD |
| 3139 LAUNCHING PLACE | VIC | WARBURTON |
| 3028 LAVERTON | VIC | HOPPERS CROSSING DEL CENTRE |
| 3026 LAVERTON NORTH | VIC | HOPPERS CROSSING DEL CENTRE |
| 3027 LAVERTON RAAF | VIC | HOPPERS CROSSING DEL CENTRE |
| 3140 LILYDALE | VIC | MOOROOLBARK DC |
| 3340 LONG FOREST | VIC | BACCHUS MARSH DC |
| 3093 LOWER PLENTY | VIC | BUNDOORA DC |
| 3156 LYSTERFIELD | VIC | FERN'TREE GULLY DELIVERY CENTRE |
| 3156 LYSTERFIELD SOUTH | VIC | FERN'TREE GULLY DELIVERY CENTRE |
| 3782 MACCLESFIELD | VIC | BELGRAVE DELIVERY CENTRE |
| 3440 MACEDON | VIC | MACEDON |
| 3085 MACLEOD | VIC | HEIDELBERG WEST DEL CENTRE |
| 3085 MACLEOD WEST | VIC | HEIDELBERG WEST DEL CENTRE |
| 3340 MADDINGLEY | VIC | BACCHUS MARSH DC |
| 3012 MAIDSTONE | VIC | WEST FOOTSCRAY DC |
| 3144 MALVERN | VIC | HAWTHORN DELIVERY CENTRE |
| 3145 MALVERN EAST | VIC | MOUNT WAVERLEY MDC (NEW) |
| 3144 MALVERN NORTH | VIC | HAWTHORN DELIVERY CENTRE |
| 3024 MAMBOURIN | VIC | HOPPERS CROSSING DEL CENTRE |
| 3032 MARIBYRNONG | VIC | MOONEE PONDS DC |
| 3779 MARYSVILLE | VIC | MARYSVILLE |
| 3204 MCKINNON | VIC | MOORABBIN DELIVERY CENTRE |
| 3799 MCMAHONS CREEK | VIC | WARBURTON |
| 3048 MEADOW HEIGHTS | VIC | SOMERTON DC |
| 3045 MELBOURNE AIRPORT | VIC | NIDDRIE DC |
| 3052 MELBOURNE UNIVERSITY | VIC | CARLTON SOUTH DC |
| 3337 MELTON | VIC | MELTON DELIVERY |
| 3338 MELTON SOUTH | VIC | MELTON DELIVERY |
| 3337 MELTON WEST | VIC | MELTON DELIVERY |
| 3194 MENTONE | VIC | BRAESIDE DC |
| 3159 MENZIES CREEK | VIC | BELGRAVE DELIVERY CENTRE |
| 3754 MERNDA | VIC | MERNDA |
| 3340 MERRIMU | VIC | BACCHUS MARSH DC |
| 3064 MICKLEHAM | VIC | SOMERTON DC |
| 3206 MIDDLE PARK | VIC | SOUTH MELBOURNE DC |
| 3082 MILL PARK | VIC | EPPING DC |
| 3799 MILLGROVE | VIC | WARBURTON |
| 3132 MITCHAM | VIC | NUNAWADING DC |
| 3800 MONASH UNIVERSITY | VIC | CLAYTON SOUTH DC |
| 3793 MONBULK | VIC | BELGRAVE DELIVERY CENTRE |
| 3433 MONEGEE'TTA | VIC | LANCEFIELD |

| | | |
|-------------------------|-----|-----------------------------|
| 3127 MONT ALBERT | VIC | BOX HILL DC |
| 3129 MONT ALBERT NORTH | VIC | BOX HILL DC |
| 3094 MONTMORENCY | VIC | BUNDOORA DC |
| 3765 MONTROSE | VIC | MOOROOLBARK DC |
| 3039 MOONEE PONDS | VIC | MOONEE PONDS DC |
| 3055 MOONEE VALE | VIC | PRESTON DC |
| 3189 MOORABBIN | VIC | MOORABBIN DELIVERY CENTRE |
| 3194 MOORABBIN AIRPORT | VIC | BRAESIDE DC |
| 3189 MOORABBIN EAST | VIC | MOORABBIN DELIVERY CENTRE |
| 3138 MOOROOLBARK | VIC | MOOROOLBARK DC |
| 3764 MORANDING | VIC | KILMORE |
| 3195 MORDIALLOC | VIC | BRAESIDE DC |
| 3058 MORELAND | VIC | PRESTON DC |
| 3781 MOUNT BURNETT | VIC | COCKATOO |
| 3024 MOUNT COTTRELL | VIC | HOPPERS CROSSING DEL CENTRE |
| 3767 MOUNT DANDENONG | VIC | MOOROOLBARK DC |
| 3796 MOUNT EVELYN | VIC | MOOROOLBARK DC |
| 3441 MOUNT MACEDON | VIC | MOUNT MACEDON |
| 3777 MOUNT TOOLEBEWONG | VIC | HEALESVILLE |
| 3149 MOUNT WAVERLEY | VIC | MOUNT WAVERLEY MDC (NEW) |
| 3170 MULGRAVE | VIC | MOUNT WAVERLEY MDC (NEW) |
| 3163 MURRUMBEENA | VIC | BENTLEIGH EAST DC |
| 3341 MYRNIONG | VIC | BACCHUS MARSH DC |
| 3781 NANGANA | VIC | COCKATOO |
| 3778 NARBETHONG | VIC | HEALESVILLE |
| 3805 NARRE WARREN | VIC | NARRE WARREN DC |
| 3804 NARRE WARREN EAST | VIC | NARRE WARREN DC |
| 3804 NARRE WARREN NORTH | VIC | NARRE WARREN DC |
| 3805 NARRE WARREN SOUTH | VIC | NARRE WARREN DC |
| 3438 NEW GISBORNE | VIC | GISBORNE |
| 3442 NEWHAM | VIC | WOODEND |
| 3015 NEWPORT | VIC | NEWPORT DC |
| 3042 NIDDRIE | VIC | NIDDRIE DC |
| 3174 NOBLE PARK | VIC | MOUNT WAVERLEY MDC (NEW) |
| 3174 NOBLE PARK NORTH | VIC | MOUNT WAVERLEY MDC (NEW) |
| 3113 NORTH WARRANDYTE | VIC | MOOROOLBARK DC |
| 3070 NORTHCOTE | VIC | PRESTON DC |
| 3168 NOTTING HILL | VIC | MOUNT WAVERLEY MDC (NEW) |
| 3435 NULLA VALE | VIC | LANCEFIELD |
| 3131 NUNAWADING | VIC | NUNAWADING DC |
| 3099 NUTFIELD | VIC | DIAMOND CREEK DC |
| 3046 OAK PARK | VIC | PRESTON DC |
| 3063 OAKLANDS JUNCTION | VIC | SOMERTON DC |
| 3166 OAKLEIGH | VIC | MOUNT WAVERLEY MDC (NEW) |
| 3166 OAKLEIGH EAST | VIC | MOUNT WAVERLEY MDC (NEW) |
| 3167 OAKLEIGH SOUTH | VIC | MOUNT WAVERLEY MDC (NEW) |
| 3788 OLINDA | VIC | BELGRAVE DELIVERY CENTRE |
| 3759 PANTON HILL | VIC | PANTON HILL |
| 3114 PARK ORCHARDS | VIC | MOOROOLBARK DC |
| 3052 PARKVILLE | VIC | CARLTON SOUTH DC |

| | | |
|----------------------------|-----|---------------------------------------|
| 3340 PARWAN | VIC | BACCHUS MARSH DC |
| 3044 PASCOE VALE | VIC | PRESTON DC |
| 3044 PASCOE VALE SOUTH | VIC | PRESTON DC |
| 3197 PATTERSON LAKES | VIC | SEAFORD DELIVERY CENTRE |
| 3341 PENTLAND HILLS | VIC | BACCHUS MARSH DC |
| 3757 PHEASANT CREEK | VIC | WHITTLESEA |
| 3090 PLENTY | VIC | DIAMOND CREEK DC |
| 3335 PLUMPTON | VIC | MELTON DELIVERY |
| 3427 PLUMPTON | VIC | SUNBURY DC |
| 3030 POINT COOK | VIC | HOPPERS CROSSING DEL CENTRE |
| 3207 PORT MELBOURNE | VIC | SOUTH MELBOURNE DC |
| 3797 POWELLTOWN | VIC | WARBURTON |
| 3181 PRAHRAN | VIC | RICHMOND DC |
| 3072 PRESTON | VIC | PRESTON DC |
| 3054 PRINCES HILL | VIC | CARLTON SOUTH DC |
| 3030 QUANDONG | VIC | HOPPERS CROSSING DEL CENTRE |
| 3023 RAVENHALL | VIC | SUNSHINE DC |
| 3799 REEFTON | VIC | WARBURTON |
| 3095 RESEARCH | VIC | RESEARCH DELIVERY CENTRE |
| 3073 RESERVOIR | VIC | PRESTON DC |
| 3121 RICHMOND | VIC | RICHMOND DC |
| 3431 RIDDELLS CREEK | VIC | GISBORNE |
| 3134 RINGWOOD | VIC | MOOROOLBARK DC |
| 3135 RINGWOOD EAST | VIC | MOOROOLBARK DC |
| 3134 RINGWOOD NORTH | VIC | MOOROOLBARK DC |
| 3185 RIPONLEA | VIC | ST KILDA DC |
| 3442 ROCHFORD | VIC | WOODEND |
| 3335 ROCKBANK | VIC | MELTON DELIVERY |
| 3434 ROMSEY | VIC | ROMSEY LPO |
| 3084 ROSANNA | VIC | HEIDELBERG WEST DEL CENTRE |
| 3340 ROWSLEY | VIC | BACCHUS MARSH DC |
| 3178 ROWVILLE | VIC | FERNTREE GULLY DELIVERY CENTRE |
| 3064 ROXBURGH PARK | VIC | SOMERTON DC |
| 3050 ROYAL MELBOURNE HOSPI | VIC | C |
| 3088 SAINT HELENA | VIC | BUNDOORA DC |
| 3787 SASSAFRAS | VIC | BELGRAVE DELIVERY CENTRE |
| 3787 SASSAFRAS GULLY | VIC | BELGRAVE DELIVERY CENTRE |
| 3179 SCORESBY | VIC | FERNTREE GULLY DELIVERY CENTRE |
| 3028 SEABROOK | VIC | HOPPERS CROSSING DEL CENTRE |
| 3018 SEAHOLME | VIC | NEWPORT DC |
| 3011 SEDDON | VIC | WEST FOOTSCRAY DC |
| 3159 SELBY | VIC | BELGRAVE DELIVERY CENTRE |
| 3139 SEVILLE | VIC | SEVILLE |
| 3139 SEVILLE EAST | VIC | SEVILLE |
| 3789 SHERBROOKE | VIC | BELGRAVE DELIVERY CENTRE |
| 3795 SILVAN | VIC | SILVAN |
| 3760 SMITHS GULLY | VIC | SMITHS GULLY |
| 3062 SOMERTON | VIC | SOMERTON DC |
| 3015 SOUTH KINGSVILLE | VIC | NEWPORT DC |
| 3205 SOUTH MELBOURNE | VIC | SOUTH MELBOURNE DC |

| | | |
|------------------------------|-----|--------------------------------|
| 3752 SOUTH MORANG | VIC | MORANG SOUTH |
| 3141 SOUTH YARRA | VIC | RICHMOND DC |
| 3006 SOUTHBANK | VIC | SOUTH MELBOURNE DC |
| 3015 SPOTSWOOD | VIC | NEWPORT DC |
| 3434 SPRINGFIELD | VIC | ROMSEY LPO |
| 3171 SPRINGVALE | VIC | MOUNT WAVERLEY MDC (NEW) |
| 3172 SPRINGVALE SOUTH | VIC | BRAESIDE DC |
| 3021 ST ALBANS | VIC | ST ALBANS DC |
| 3761 ST ANDREWS | VIC | ST ANDREWS |
| 3182 ST KILDA | VIC | ST KILDA DC |
| 3183 ST KILDA EAST | VIC | ST KILDA DC |
| 3182 ST KILDA WEST | VIC | ST KILDA DC |
| 3775 STEELS CREEK | VIC | YARRA GLEN |
| 3099 STRATHEWEN | VIC | DIAMOND CREEK DC |
| 3041 STRATHMORE | VIC | MOONEE PONDS DC |
| 3041 STRATHMORE HEIGHTS | VIC | MOONEE PONDS DC |
| 3429 SUNBURY | VIC | SUNBURY DC |
| 3020 SUNSHINE | VIC | SUNSHINE DC |
| 3020 SUNSHINE NORTH | VIC | SUNSHINE DC |
| 3020 SUNSHINE WEST | VIC | SUNSHINE DC |
| 3127 SURREY HILLS | VIC | BOX HILL DC |
| 3127 SURREY HILLS NORTH | VIC | BOX HILL DC |
| 3125 SURREY HILLS SOUTH | VIC | BURWOOD DC |
| 3037 SYDENHAM | VIC | ST ALBANS DC |
| 3764 TANTARABOO | VIC | KILMORE |
| 3029 TARNEIT | VIC | HOPPERS CROSSING DEL CENTRE |
| 3775 TARRAWARRA | VIC | YARRA GLEN |
| 3037 TAYLORS HILL | VIC | ST ALBANS DC |
| 3038 TAYLORS LAKES | VIC | ST ALBANS DC |
| 3160 TECOMA | VIC | BELGRAVE DELIVERY CENTRE |
| 3106 TEMPLESTOWE | VIC | TEMPLESTOWE DC |
| 3107 TEMPLESTOWE LOWER | VIC | TEMPLESTOWE DC |
| 3154 THE BASIN | VIC | BAYSWATER DC |
| 3792 THE PATCH | VIC | BELGRAVE DELIVERY CENTRE |
| 3074 THOMASTOWN | VIC | EPPING DC |
| 3071 THORNBURY | VIC | PRESTON DC |
| 3797 THREE BRIDGES | VIC | WARBURTON |
| 3777 TOOLANGI | VIC | HEALESVILLE |
| 3337 TOOLERN VALE | VIC | MELTON DELIVERY |
| 3142 TOORAK | VIC | RICHMOND DC |
| 3888 TOSTAREE | VIC | ORBOST |
| 3012 TOTTENHAM | VIC | WEST FOOTSCRAY DC |
| 3032 TRAVANCORE | VIC | MOONEE PONDS DC |
| 3785 TREMONT | VIC | BELGRAVE DELIVERY CENTRE |
| 3029 TRUGANINA | VIC | HOPPERS CROSSING DEL CENTRE |
| 3043 TULLAMARINE | VIC | NIDDRIE DC |
| 3010 UNIVERSITY OF MELBOURNE | VIC | C |
| 3156 UPPER FERNTREE GULLY | VIC | FERNTREE GULLY DELIVERY CENTRE |
| 3756 UPPER PLENTY | VIC | WALLAN WALLAN |
| 3158 UPWEY | VIC | BELGRAVE DELIVERY CENTRE |

| | | |
|-------------------------|-----|--------------------------------|
| 3133 VERMONT | VIC | NUNAWADING DC |
| 3133 VERMONT SOUTH | VIC | NUNAWADING DC |
| 3084 VIEWBANK | VIC | HEIDELBERG WEST DEL CENTRE |
| 3756 WALLAN | VIC | WALLAN WALLAN |
| 3756 WALLAN EAST | VIC | WALLAN WALLAN |
| 3139 WANDIN EAST | VIC | WANDIN NORTH |
| 3139 WANDIN NORTH | VIC | WANDIN NORTH |
| 3758 WANDONG | VIC | WANDONG |
| 3152 WANTIRNA | VIC | FERNTREE GULLY DELIVERY CENTRE |
| 3152 WANTIRNA SOUTH | VIC | FERNTREE GULLY DELIVERY CENTRE |
| 3799 WARBURTON | VIC | WARBURTON |
| 3113 WARRANDYTE | VIC | MOOROOLBARK DC |
| 3134 WARRANDYTE SOUTH | VIC | MOOROOLBARK DC |
| 3134 WARRANWOOD | VIC | MOOROOLBARK DC |
| 3087 WATSONIA | VIC | BUNDOORA DC |
| 3087 WATSONIA NORTH | VIC | BUNDOORA DC |
| 3097 WATSONS CREEK | VIC | RESEARCH DELIVERY CENTRE |
| 3096 WATTLE GLEN | VIC | DIAMOND CREEK DC |
| 3030 WERRIBEE | VIC | HOPPERS CROSSING DEL CENTRE |
| 3030 WERRIBEE SOUTH | VIC | HOPPERS CROSSING DEL CENTRE |
| 3799 WESBURN | VIC | WARBURTON |
| 3012 WEST FOOTSCRAY | VIC | WEST FOOTSCRAY DC |
| 3049 WESTMEADOWS | VIC | SOMERTON DC |
| 3150 WHEELERS HILL | VIC | MOUNT WAVERLEY MDC (NEW) |
| 3757 WHITTLESEA | VIC | WHITTLESEA |
| 3429 WILDWOOD | VIC | SUNBURY DC |
| 3027 WILLIAMS RAAF | VIC | HOPPERS CROSSING DEL CENTRE |
| 3016 WILLIAMSTOWN | VIC | NEWPORT DC |
| 3016 WILLIAMSTOWN NORTH | VIC | NEWPORT DC |
| 3764 WILLOWMAVIN | VIC | KILMORE |
| 3181 WINDSOR | VIC | RICHMOND DC |
| 3750 WOLLERT | VIC | WOLLERT |
| 3115 WONGA PARK | VIC | MOOROOLBARK DC |
| 3442 WOODEND | VIC | WOODEND |
| 3442 WOODEND NORTH | VIC | WOODEND |
| 3751 WOODSTOCK | VIC | WHITTLESEA |
| 3139 WOORI YALLOCK | VIC | WOORI YALLOCK LPO |
| 3024 WYNDHAM VALE | VIC | HOPPERS CROSSING DEL CENTRE |
| 3085 YALLAMBIE | VIC | HEIDELBERG WEST DEL CENTRE |
| 3755 YAN YEAN | VIC | MERENDA |
| 3775 YARRA GLEN | VIC | YARRA GLEN |
| 3797 YARRA JUNCTION | VIC | WARBURTON |
| 3091 YARRAMBAT | VIC | DIAMOND CREEK DC |
| 3013 YARRAVILLE | VIC | WEST FOOTSCRAY DC |
| 3139 YELLINGBO | VIC | WOORI YALLOCK LPO |
| 3770 YERING | VIC | MOOROOLBARK DC |
| 3063 YUROKE | VIC | SOMERTON DC |

Together with any other post codes determined by Council as representing suburban areas.