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Constitution

Carers Association of SA Incorporated
ABN 15 598 799 607

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CARERS ASSOCIATION OF SA INCORPORATED

CONSTITUTION

1 Name

The name of the Association is "Carers Association of SA Incorporated" (**Association**).

2 Definitions and interpretation

2.1 Definitions

The following definitions apply in this Constitution unless the context otherwise requires:

Act means the *Associations Incorporation Act 1985* (SA);

Annual General Meeting or **AGM** means the general meeting held each year as required by the Act and this Constitution;

Association means the Carers Association of SA Incorporated (or its name from time to time as amended in accordance with the Act);

Board means the board of Directors of the Association;

Business Day means:

- (a) for the purposes of receiving a Notice, a day which is not a Saturday, Sunday, public holiday or bank holiday in the city in which the Notice is to be received; and
- (b) for any other purposes, a day on which the banks are open for business in Adelaide, South Australia other than a Saturday, Sunday or public holiday in Adelaide, South Australia;

Carer means a person providing unpaid care for a parent, partner, child, relative or friend who has a disability, is frail, aged, dependent on alcohol or drugs, or has a chronic physical condition or mental illness;

CEO means the Chief Executive Officer of the Association, appointed by the Board;

Director means a director of the Association;

Friends of Carers means any person who has or has had a connection with a Carer;

General Meeting means a duly constituted meeting of Members in accordance with the Act and this Constitution, and includes an Annual General Meeting;

Member means any person who is a member of the Association from time to time in accordance with this Constitution, and **Members** means all of them together; and

Regulations means the *Associations Incorporation Regulations 2008* (SA).

2.2 Interpretation

The following rules apply in interpreting this document:

- (a) words importing the singular include the plural and vice versa;
- (b) words importing a gender include any gender;
- (c) words or expressions defined in the Act have those meanings;

- (d) except so far as the contrary intention appears in this Constitution, an expression has, in a provision of this Constitution that deals with a matter dealt with by a particular provision of the Act, the same meaning as in that provision of the Act;
- (e) headings are for convenience only, and do not affect interpretation; and
- (f) a reference to:
 - (i) a party includes its administrators, successors, substitutes by novation and assigns;
 - (ii) any legislation includes legislation varying consolidating or replacing that legislation and includes all regulations or other instruments issued under that legislation as amended or replaced from time to time;
 - (iii) a person includes a body incorporated or unincorporated, partnership or any legal entity; and
 - (iv) a document or agreement, or a provision of a document or agreement, is to that document, agreement or provision as amended, supplemented, replaced or novated.

3 Objects

- (a) The Association has the following objects:
 - (i) to improve the health, wellbeing, resilience and financial security of Carers;
 - (ii) to ensure that caring is a shared responsibility of family, community and government;
 - (iii) to encourage Carers to identify themselves as Carers and to voice their needs;
 - (iv) to represent the interests of Carers; and
 - (v) to promote the contribution made by Carers in the community.
- (b) The Association may perform all acts, carry out all operations and carry on all activities ancillary to these objects or likely to facilitate the realisation of them.

4 Income and property

- (a) The Association must apply its income and property solely towards promoting the objects of the Association as stated in clause 3. No part of the Association's income or property may be paid or transferred directly or indirectly to any of the Members.
- (b) Nothing in this document prevents the payment in good faith of remuneration to any officers or employees of the Association or to any Member in return for:
 - (i) any services actually rendered by the Association;
 - (ii) goods supplied in the ordinary course and usual way of business;
 - (iii) interest on money lent to the Association at reasonable rates; or
 - (iv) reasonable rent for premises leased to the Association.
- (c) The Board must establish and maintain a gift fund for all gifts of money or property given to the Association to promote the objects of the Association.

5 Membership

5.1 Members

- (a) The membership of the Association will consist of:
 - (i) Carers;
 - (ii) Friends of Carers; and
 - (iii) persons who fall into such other categories of membership as determined by the Board from time to time.
- (b) Subject to clause 5.2, Members shall be any person whose application for membership has been approved by the CEO pursuant to the membership policy set by the Board under clause 5.2. If the CEO has a concern regarding an application for membership, the CEO must consult the Board on whether or not to approve the application.
- (c) Members are entitled to vote at any General Meeting.

5.2 Eligibility for Membership

The qualifications for membership are as follows:

- (a) A member must:
 - (i) ordinarily reside in South Australia;
 - (ii) have agreed to accept the Objects in clause 3;
 - (iii) have paid the prescribed membership fee;
 - (iv) have applied in writing for membership; and
 - (v) be approved by the CEO pursuant to the membership policy set by the Board under clause 5.2.
- (b) The Board may terminate the membership of any Member who, in the Board's reasonable opinion, has ceased to ordinarily reside in South Australia.
- (c) The CEO may, in its absolute discretion, refuse an application for membership by any person.
- (d) Notwithstanding clause 5.2(a), the Board may amend the qualifications for and categories of membership from time to time.
- (e) If the Board resolves to create additional classes of membership, it must set the qualifications for membership at that time and may amend them from time to time. In the absence of the Board determining otherwise, the additional membership classes will be treated in the same manner as the existing members.

5.3 Membership Fees

- (a) The membership fees and manner and timing of payment will be as determined by the Board from time to time.
- (b) The membership fees will be for the period commencing on the first day of July each year and ending on the last day of June of the following year.
- (c) The Board may, on the application of a Member, waive or reduce the membership fee.

5.4 Register of Members

The Board must establish and maintain a Register of Members setting out the name and address of each Member, the date each Member joined the Association and the date of the latest payment by each Member of the membership fee.

5.5 Cessation of Membership

- (a) Any person will automatically cease to be a Member if they:
 - (i) resign as a Member by notice in writing to the Association;
 - (ii) fail to pay the membership fee within two months of the fee having become due;
 - (iii) are expelled under clause 6; or
 - (iv) die or are wound up, liquidated or otherwise dissolved.
- (b) Any Member ceasing to be a Member whether by resignation, expulsion, neglecting to pay fees or otherwise shall forfeit all rights as a Member of the Association but shall remain liable for any monies owing by the Member to the Association at the time of cessation, or subsequently becoming payable to the Association by virtue of an obligation which arose before that time.

6 Disciplining Members

- (a) In accordance with this clause 6, the Board may resolve to warn, suspend or expel a Member from the Association if the Board consider that the Member:
 - (i) is not a fit and proper person to be a Member of the Association;
 - (ii) has breached this Constitution; or
 - (iii) has engaged in conduct prejudicial or injurious to the interests of the Association.
- (b) At least 21 days before the Board meeting at which a resolution under clause 6(a) will be considered, the CEO must notify the Member in writing:
 - (i) that the Board will consider a resolution to warn, suspend or expel the Member at a Board meeting and the date of that meeting;
 - (ii) what the Member is said to have done or not done;
 - (iii) the nature of the resolution that has been proposed; and
 - (iv) that the Member may request in writing to attend the Board meeting to discuss the proposed resolution, and may do so if the written request is received at least 5 days before the scheduled time for the Board meeting.
- (c) Before the Board passes any resolution under clause 6(a) and where a written request from the Member has been received by the Association under clause 6(b), the Member must be given a chance to explain or defend themselves at the Board meeting by:
 - (i) presenting any relevant documentation at the Board meeting; and
 - (ii) speaking at the Board meeting,
 provided that the Member:

- (iii) may only attend the Board meeting for that agenda item and no other item in the meeting;
 - (iv) presents and engages with the Board in a respectful manner and follows the directions of the chair of the meeting.
- (d) Any five Members have the right to require the Board to look into the conduct of any Member. This requisition must be made in writing to the CEO and be accompanied by such evidence as is required, in the opinion of the Board, to be sufficient to warrant an inquiry. The CEO must present the requisition to the Board for consideration at the Board meeting immediately following receipt of the requisition.

7 General Meetings

7.1 Annual General Meetings

- (a) An Annual General Meeting of the Association must be held not later than five months after the end of each Financial Year at a time and place prescribed by the Board.
- (b) The CEO must give at least 21 clear days' written notice of each Annual General Meeting to each Member entitled to attend such meeting.
- (c) The business of an Annual General Meeting is:
 - (i) to confirm the minutes of the previous Annual General Meeting;
 - (ii) to receive and consider the reports of the Board including the Treasurer's financial reports;
 - (iii) to receive the declaration of the election of Board members;
 - (iv) to appoint auditors for the following year;
 - (v) to deal with any special business which must be submitted to the CEO at least 28 days prior to the date of the Annual General Meeting by at least five Members eligible to vote at that meeting; and
 - (vi) to deal with any other special matter which the Board may desire to bring before the Members, where at least 14 days' written notice has been given to Members.

7.2 General Meetings

- (a) The CEO must call a General Meeting other than an Annual General Meeting upon receipt of:
 - (i) a directive of the Board;
 - (ii) a written request by two Board members; or
 - (iii) a written request by 10 Members;
 specifying the business to be conducted at the General Meeting.
- (b) The CEO must give at least 28 clear days' written notice of each General Meeting other than an Annual General Meeting to each Member entitled to attend such meeting, and the notice must include:
 - (i) a time and place for the General Meeting as prescribed by the Board; and
 - (ii) the business to be conducted at the General Meeting.

- (c) Notice of the time and place of the General Meeting must also be posted on the website of the Association.
- (d) No business other than that specified in the notice convening the General Meeting is to be raised at that meeting.
- (e) The Board, or any member of the Board, may be removed from office by a vote of not less than two thirds of Members eligible to vote and present at a General Meeting called for that purpose, and the vacancy must be filled at such meeting.

7.3 Quorum

- (a) Subject to 7.3(b), at a General Meeting, 5 Members who are present and entitled to vote will be a quorum.
- (b) If a quorum is not present within 30 minutes of the time fixed for a General Meeting, the General Meeting will be adjourned for a period not exceeding 14 days, at the same time and place.
- (c) If a quorum is not present at the adjourned meeting within 15 minutes of the time appointed for the meeting, then the Members present will be a quorum.

7.4 Proceedings at General Meetings

- (a) The President, if present, chairs all General Meetings. In the absence of the President, another Board member elected by the Members must act as chair.
- (b) Subject to this Constitution, questions arising at a General Meeting will be decided on a show of hands unless a poll is demanded, and the decision will be deemed a decision of the General Meeting.
- (c) If there is an equality of votes, the chair of the meeting will have a second or casting vote.
- (d) At a General Meeting, unless a poll is demanded, a declaration by the chair that a resolution has been:
 - (i) carried, or carried by a particular majority; or
 - (ii) lost, or not carried by a particular majority;

and any entry to that effect in the minutes of the Association shall be conclusive evidence of the fact without requiring proof of the number or proportion of votes recorded in favour of or against such resolution.
- (e) A poll may be demanded before the chair has declared the outcome of a resolution on a show of hands, by the chair, by a Board member, or by at least two Members present and entitled to vote.
- (f) If a poll is demanded under this clause 7.4, it will be taken in such manner and at such time and place as the chair of the meeting directs and either at once or after an interval or adjournment or otherwise and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded. The demand for a poll may be withdrawn. If there is a dispute as to the admission or rejection of a vote, the Chair must determine the dispute and any determination made in good faith is final and conclusive.
- (g) The Chair may, with the consent of the General Meeting, adjourn the General Meeting from time to time and from place to place, but no business may be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.

7.5 Appointment of proxy

- (a) A Member may appoint a proxy to attend and vote at a General Meeting on their behalf.
- (b) A proxy does not need to be a Member.
- (c) An instrument appointing a proxy must be signed by the Member appointing the proxy and must contain:
 - (i) the Member's name and address;
 - (ii) the Association's name;
 - (iii) the proxy's name or the name of the office held by the proxy; and
 - (iv) the meeting(s) at which the appointment may be used.
- (d) A proxy appointment may be standing (ongoing). A standing proxy appointment is valid until the appointment is terminated in writing by the Member who appointed the proxy.
- (e) Proxy forms must be deposited at the office of the Association at least 48 hours before a meeting.
- (f) A proxy appointment may specify the way the proxy must vote on a particular resolution.

8 Board of Directors

8.1 Management

The management of the Association will be vested in the Board.

8.2 Number of Directors

The Association must have at least five and no more than nine Directors, at least three of which must be Carers.

8.3 Skills and diversity of the Board

The Board must, at any time, be comprised of Directors who bring the skills and diversity which match the strategic imperatives of Carers SA at that time.

8.4 Term of office

- (a) At each Annual General Meeting:
 - (i) any Director appointed by the Board to fill a casual vacancy or as an additional Director since the immediately previous AGM must retire; and
 - (ii) any Director who was elected at the AGM three years prior must retire.
- (b) Other than a Director appointed under clause 8.7, a Director's term of office starts at the end of the Annual General Meeting at which their election is announced and ends at the end of the Annual General Meeting at which they retire.
- (c) A Director who retires under clause 8.4(a) may nominate for election or re-election, subject to clause 8.4(d).
- (d) A Director who has held office for a continuous period of nine years or more may only nominate for re-appointment at the AGM by unanimous prior approval from the Board (excluding the vote of that Director).

8.5 Appointment of Directors

- (a) The Members will make appointments and re-appointments of Directors, in accordance with the procedure set out in clause 9.
- (b) To be eligible for appointment as a Director the person must be a Member and have paid the prescribed membership fee at the time of nomination under clause 9.

8.6 Vacancy of Directors

- (a) The office of a Director becomes vacant if the Director:
 - (i) gives written notice of resignation as a Director to the Association;
 - (ii) is suspended as or ceases to be a Member of the Association;
 - (iii) is absent from three consecutive Board meetings without approval from the Board;
 - (iv) is removed permanently or temporarily from office by the Board by a unanimous vote of all Board members present at a duly constituted Board meeting; or
 - (v) is removed from office by the Members at a General Meeting under clause 7.2(e).
- (b) The Board may function validly notwithstanding any vacancies so long as its number is not reduced below two Directors.

8.7 Casual Vacancies

Wherever a casual vacancy occurs on the Board, the Board may appoint a person to fill the vacancy.

8.8 Executive

The office bearers of the Association will be the:

- (a) President; and
- (b) Treasurer,

who shall be nominated from the members of the Board by the Board at the first Board meeting immediately following the AGM and shall hold office until the close of the next AGM.

8.9 Attendance of CEO

The CEO may attend Board meetings but has no vote.

8.10 Payment of Directors

No employee of the Association may be a Director, and no Director may hold any paid office of the Association.

9 Nomination and Election of the Board

9.1 Appointment of returning officer

For the purposes of conducting elections of Directors, the Board must appoint a Returning Officer who has no interest in the outcome of the election.

9.2 Election timetable

The timetable for the nomination as Director is as follows:

- (a) the Association will call for nominations to the Board by making a notice available to all Members, and which should occur no later than 30 days prior to the first day of the month in which the AGM is intended to be held;
- (b) nominations close on the first day of the month in which the AGM is intended to be held, and which date must be before notice of the AGM has been provided to the Members in accordance with this Constitution.

9.3 Nominations

- (a) Nominations received by the Returning Officer after the date and time set for the close of nominations are invalid.
- (b) Nominations may be withdrawn, and the person nominated must consent to act as a Director.
- (c) If the number of nominations received is less than or equal to the number of vacant positions (subject to clause 8.2), an election is not required and those candidates are duly elected to the Board.
- (d) If the number of nominations received is greater than the number of vacant positions, voting will be held as follows:
 - (i) the notice issued to Members calling the AGM must include the names, descriptions and qualifications of the nominated parties (to the extent provided for or on behalf of the nominees to the Association) and a return voting slip;
 - (ii) the voting period will open when the notice calling the AGM is issued to Members;
 - (iii) the voting period closes at 5:00pm at the office of the Association on the day that is fixed in the notice of AGM and must be at least two days (but no more than 9 days) before the date of the AGM;
 - (iv) Members may vote by postal ballot, and which must be received by the Association by the time specified in the notice of AGM;
 - (v) the Returning Officer must count the votes of each candidate;
 - (vi) the candidate(s) receiving the greatest number of votes will be elected and, in the event of equality of votes, the Returning Officer must determine the issue by lot;
 - (vii) the Returning Officer must report the result of the election to the President and to the candidates prior to the AGM. The chair will announce the successful candidates at the AGM.

10 Powers of the Board

10.1 Powers and duties of the Board

Except as otherwise required by the Act, any other applicable law or this Constitution, the Board:

- (a) has the power to manage the business of the Association;
- (b) may exercise every right, power or capacity of the Association as are not by the Act or by this Constitution otherwise required to be exercised by the Association in a general meeting.

10.2 Specific powers

The powers of the Board are the powers contained in the Act and, without limiting those powers, the Board is entitled to:

- (a) acquire, hold, deal with and dispose of any real or personal property;
- (b) administer any property on trust;
- (c) open and operate bank accounts;
- (d) invest the Association's money in:
 - (i) any security in which trust moneys may be invested; or
 - (ii) any other manner authorised by the rules of the Association;
- (e) borrow money upon such terms and conditions as the Association thinks fits;
- (f) give such security for the discharge of liabilities incurred by the Association as the Association thinks fit;
- (g) appoint agents to transact any business of the Association on its behalf; and
- (h) enter into any other contract it considers necessary or desirable.

10.3 Board Committees

- (a) The Board may appoint any committees from its number as may from time to time be deemed necessary to meet the objects of the Association.
- (b) The Board determines the terms of reference for any such committee.
- (c) Any committees appointed under clause 10.3(a) must report periodically to the Board and conduct their business in accordance with the directions of the Board.
- (d) The chair of each committee must be a member of the Board or a nominee of the Board.
- (e) The President and the CEO shall be ex officio members of all committees of the Association.

10.4 Delegation

The Board may delegate any of its powers under the Constitution from time to time as it sees fit, and may revoke any such powers, to:

- (a) any committee established by the Board; or
- (b) the CEO.

11 Proceedings of the Board

11.1 Board Meetings

The Board may regulate its meetings in the manner it sees fit.

11.2 Quorum

The quorum for a Board meeting is 50% of then-appointed Directors.

11.3 Chair for Board meetings

The President, if present, chairs all Board meetings. In the absence of the President, another Director elected by the Board shall act as chair.

11.4 Calling Board meetings

The President or two other members of the Board may call a Board meeting, by giving:

- (a) notice at the previous Board meeting;
- (b) at least seven days' written notice distributed to all Board members; or
- (c) such other notice as ratified by the Board.

11.5 Passing Board resolutions

A Board resolution must be passed by a majority of the votes cast by Directors present and entitled to vote on the resolution. If there is an equality of votes, the chair of the meeting will have a second or casting vote.

11.6 Circular Board resolutions

- (a) The Board may pass a circular resolution without a Board meeting being held.
- (b) A circular resolution is passed if all the Directors entitled to vote on the resolution:
 - (i) sign a single document setting out the resolution and containing a statement that they agree to the resolution;
 - (ii) sign separate copies of that document, provided the wording of the resolution is the same in each copy; or
 - (iii) agree to the resolution as set out in an email sent to all Directors, by each sending a reply email to that effect.
- (c) A circular resolution is passed when the last Director signs or otherwise agrees to the resolution as described in clause 11.6.

11.7 Use of technology to hold Board meetings

- (a) The Board may hold their meetings by using any technology (such as video or teleconferencing) that is agreed to by all of the Directors.
- (b) The Directors' agreement may be a standing (ongoing) one.
- (c) A Director may only withdraw their consent within a reasonable period before the meeting.

12 Director's duties and interests

12.1 Overall duty

The Board members must decide matters in accordance with the best interests of the Association and its objects.

12.2 Duties of Directors

The Board members must comply with their duties as Directors under legislation and common law, and with the duties prescribed in s 39A of the Act, which are:

- (a) to commit an act with intent to deceive or defraud the Association or its members;
- (b) not to misuse information they gain in their role as a Director;

- (c) not to misuse their position as a Director; and
- (d) to act with reasonable care and diligence in the exercise of their powers and the discharge their duties.

12.3 Conflicts of interest

The Board members must not:

- (a) vote in any decision in which they or a close associate have a financial interest; and
- (b) use their position to obtain any financial or other advantage for themselves or for a close associate.

13 Minutes of Meeting

The Board must cause minutes to be kept in books, which may be retained electronically, provided for the purposes of recording:

- (a) all appointments of officers made by the Association at a General Meeting or by the Board, and of any business conducted at any General Meetings;
- (b) the names of the Directors present at each meeting of the Board; and
- (c) all resolutions and proceedings at all meetings of the Association.

14 Public Officer

The CEO is the Public Officer of the Association, unless the Board determines otherwise, and is responsible for carrying out all duties of a Public Officer as set out in the Act.

15 Employees

- (a) The CEO has the power to appoint, and determine the duties, salary and remuneration of any employee, officer or servant of the Association.
- (b) Employees of the Association are not eligible to be Members.
- (c) Employees of the Association are not eligible to nominate for the role of, or act as Directors, and cannot attend Board meetings as participants or observers unless invited by the Board.

16 By-Laws

The Board has power to make, vary and repeal by-laws from time to time for the proper conduct and management of the Association. Members and Directors must comply with by-laws as if they were part of this Constitution.

17 Financial Year

The financial year of the Association shall commence on the first day of July each year and end on the last day of June of the following year.

18 Accounts and audit

18.1 Financial transactions

- (a) The Treasurer must ensure that:
 - (i) monies received by the Association are paid into an account authorised by the Board;
 - (ii) payments from the Association's funds are properly authorised in accordance with the procedures set out by the Board; and
 - (iii) true and fair accounts and records of all the Association's financial transactions and affairs are properly maintained at the office of the Association or such other place as the Board may decide; and
 - (iv) the accounts and records in clause 18.1(a)(iii) are reported to the Board at each Board meeting.
- (b) All payments from the Association's funds must be authorised by the signatures of any two of the persons that the Board may from time to time appoint, and in accordance with such conditions as the Board may determine.

18.2 Audit

- (a) The Members must appoint an independent auditor at each Annual General Meeting for the financial year ending 30 June following the Annual General Meeting.
- (b) The Treasurer must ensure that the annual financial statements for each financial year are audited before presentation to the Annual General Meeting by the auditor appointed in clause 18.2(a) in accordance with section 35 of the Act.

19 Indemnity

19.1 Indemnity

- (a) The Association indemnifies each Director of the Association out of the assets of the Association against all losses and liabilities (including costs, expenses and charges) incurred by that person as a Director of the Association, except where the liability has resulted from any negligence, default, breach of duty or breach of trust.
- (b) The indemnity under clause 19.1(a) is a continuing obligation and is enforceable by a Director even though that person is no longer a Director of the Association.

19.2 Insurance

To the extent permitted by law, the Association may enter into and pay premiums on a contract of insurance in respect of any person, to the fullest extent permitted by the Act.

20 Winding up

20.1 Procedure

In accordance with section 41 of the Act, the Association may resolve that it be wound up by Special Resolution.

20.2 Distribution of Property

If the Association is wound up or dissolved, any property remaining after the satisfaction of the Association's debts and liabilities will not be paid to or distributed among the Members, but will be given or transferred to another incorporated association nominated by the Members which:

- (a) has similar objects to the Association;
- (b) also prohibits the distribution of income and property to its members to the extent in this Constitution;
- (c) is an endorsed deductible gift recipient under the *Income Tax Assessment Act 1997* (Cth); and
- (d) is nominated by a Special Resolution of the Board;

subject to section 43 of the Act.

20.3 Winding up of gift fund

If the gift fund under clause 4(c) is wound up or the endorsement of the Association as a deductible gift recipient is revoked, any surplus assets of the gift fund must be transferred to another fund, authority or institution:

- (a) with objects similar to the objects of the Association; and
- (b) to which income tax deductible gifts can be made.

21 Notices

21.1 Service of notices

A notice or other communication under this Constitution must be:

- (a) in writing and signed by the sender or its duly authorised representative, addressed to the recipient and sent to the recipient's address appearing in any Register of the Association or the alternative address (if any) nominated by the recipient; and
- (b) delivered by personal service, sent by pre-paid mail or transmitted by email, or any other lawful means.

21.2 Effect of receipt

- (a) A Notice given in accordance with this clause 21 is treated as having been given and received:
 - (i) if personally delivered, on delivery;
 - (ii) if sent by pre-paid mail, on the fifth clear Business Day after the date of posting (or the seventh Business Day after the date of posting if sent to or from an address outside Australia); and
 - (iii) if sent by email, at the time of transmission by the sender, unless the sender receives an automated notice generated by the sender's or the recipient's email server that the email was not delivered,

except that, if the delivery, receipt or transmission is after 5.00pm in the place of receipt or on a day which is not a Business Day, it is taken to have been received at 9.00am on the next Business Day.

22 Amendments to Constitution

- (a) This Constitution may only be varied or amended at a General Meeting. The majority required for passing of a resolution relating to such variations or amendments to this Constitution shall be no less than three-quarters of the Members eligible to vote and present at the meeting in person or by proxy.

- (b) The notice convening a meeting in clause 22(a) must include a copy of the proposed variations or amendments to the Constitution.