



**Constitution of the  
Australian Commercial and Entertainment Technologies  
Association**

**An Association Incorporated under the Associations Incorporation Reform Act 2012  
(Victoria)**

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## Constitution

### A. RECITALS AND MACHINERY

#### A.1. Name

The name of the Association shall be Australian Commercial and Entertainment Technologies Association (hereinafter referred to as ACETA or 'the Association').

#### A.2. Definitions and Abbreviations

The definition of key words and the abbreviations used throughout this Constitution are as follows:

**Act:** *The Associations Incorporation Reform Act 2012*, as amended from time to time, or any successor act.

#### **Annual General Meeting:**

The Annual General Meeting of the Association's Federal Council (hereinafter referred to as the AGM) is held once per year.

#### **Associate Member:**

An incorporated company, trust, partnership or joint venture in Australia which re-sells; services or maintains; rents or hires; provides system design, integration, installation; provides training (including schools, colleges and universities); and which are media and/or trade/industry event owners for the Industry.

#### **Board of Management:**

The Board of Management (hereinafter referred to as the BOM), consists of up to twelve individuals elected by the General Members. The BOM is responsible for managing the Association and upholding the Association charter as defined in its Constitution. The BOM is accountable to the Membership.

#### **Executive:**

The Executive (hereinafter referred to as the Executive), consists of the President, Secretary and Treasurer elected by the BOM. At the discretion of the BOM, the Executive may also include the Executive Officer of the Association. The Executive is responsible for performing and/or overseeing the administration of the Association. The Executive is accountable to the BOM.

**Federal Council:**

Federal Council is made up of the Representative of every General Member and shall be the representative, governing body of the Association and is the only body which may change this Constitution.

**General Member:**

A qualifying organisation (hereinafter referred to as a General Member) which manufactures and/or represents manufacturers of equipment and technology, applied in the production, storage, control and transmission of entertainment, leisure, corporate and educational programmes.

**Logo:**

The image that is the long and short names of ACETA with the green and gold swirl. Hereinafter called the Logo.

**Industry:**

Organisations that manufacture and/or represent manufacturers of equipment and technology, applied in the production, storage, control and transmission of entertainment, leisure, corporate and educational programmes (hereinafter referred to as the Industry).

**Member**

Means all types of member, including Associate Member and General Member

**Membership**

All members, including all Associate Members and all General Members

**Product:**

Audio, vision, lighting, staging, communications and control equipment and technology, including devices, systems, ancillary hardware and software, show control and staging technology (hereinafter referred to as the Product).

**Representative:**

The nominated individual qualified to speak and vote for, and on behalf of, the General Member or speak on behalf of the Associate Member.

**Resolution:**

A Resolution of anybody subject to this constitution is carried by 50% of those voting.

**Rules:** This constitution is the rules of the association.

**Special Resolution:**

A Special Resolution of any body under this Constitution shall require 21 days' notice in writing and may only be passed by a three quarters majority of those members of the deliberative body present and voting.

**A.3. Status**

ACETA is a 'not for profit' Incorporated Association registered under the Act.

**A.4. Aim**

The aim of the Association is to represent the common interests of, and provide a united voice for, the Industry.

**A.5. Objectives**

The Aim of the Association is to provide a forum that deals with the challenges confronting the Industry in a transparent, inclusive and cohesive manner, to protect and enhance its wellbeing.

**A.6. Notice**

The following provisions shall apply in respect of notice, documents and payments required to be given delivered or made under this Constitution:

**A.6.1. Notice shall be deemed to be sufficient:**

A.6.1.1. if posted by pre-paid post addressed to the Executive Officer at the address for the time being of the Association or delivered personally to the Executive Officer or to some person nominated by the Executive Officer to receive notice;

A.6.1.2. if posted by pre-paid post addressed to the Member at the Member's address as shown in records of the Association or delivered to the Member's Representative personally (in the case of notice to be given to a Member);

A.6.2. If it is demonstrated to the Executive Officer's satisfaction that any notice, document or payment required to be given, delivered or made to the Association was in fact posted to the Association prior to the day on which such notice, document or payment was required to be received, then the Association shall accept the same as satisfactory compliance with such requirement.

A.6.3. Except where the Constitution otherwise permits, notice shall be in writing.

A.6.4. The giving of any notice required by this Constitution, including any notice required to be given in writing, shall be sufficiently given by electronic mail if and only if the Member or Member's Representative to whom notice is to be given has specified an electronic mail address for the purpose of receiving notices of that type, or Association notices generally, and the notice is sent to that electronic mail address;

## A.7. Role of Chair-person

Chair-people will take an impartial role in the processes of the Association and its constituent bodies at all times.

### A.7.1. CHAIR-PERSON NOT TO VOTE

The chairperson of any meeting, committee, sub-committee or process held under this Constitution has neither a casting nor a deliberative vote in such vote, election or deliberative process.

### A.7.2. PROCEDURE FOR DEADLOCKED VOTE

In the case of a tied vote, a casting vote may only be validly exercised by the following process:

- a. Re-exercising the ballot or deliberative process to ensure that there remains a deadlock or tie; and
- b. if the deadlock or tied vote remains after exercising the ballot or deliberative process a second time, selecting the successful candidate or decision by the toss of a coin.

### A.7.3. CHAIR-PERSON NOT INCLUDED IN CALCULATION OF VOTE

In calculating whether a vote or motion has passed, whether by normal resolution or by Special Resolution, the chair-person's presence will not be counted.

## A.8. Proxies

Each Representative on Federal Council is entitled to appoint another Representative on Federal Council as a proxy by notice given to the Executive Director no later than 24 hours before the time of the meeting in respect of which the proxy is appointed.

### A.8.1. FORM OF NOTICE

The notice appointing the proxy must be in the form set out in Appendix 3 to this Constitution.

### A.8.2. NUMBER OF PROXIES

No Representative on Federal Council may carry or exercise more than two proxies during the course of any meeting.

### A.8.3. LIMIT ON PROXIES

Federal Council is the only forum of the Association for which proxies may be used.

A.9. Amending this Constitution

This Constitution may only be changed by a Special Resolution of the Federal Council of the Association.

A.10. Supremacy of the Act

Where any provision of, or action pursuant to, this Constitution, would constitute a breach of the Act, the directives contained in the Act are to prevail as though such directives were contained in this Constitution.

## B. THE CONSTITUENTS

B.1. Members

B.1.1 MEMBERSHIP

Membership of the Association is available to the Industry as per Membership Types.

B.1.2. MEMBERSHIP TYPES

**General Member:** A qualifying General Member shall be an incorporated company, trust, partnership or joint venture in Australia which is a manufacturer and/or distributor and:

- derives their primary income from the Industry, or, in a multi-product segment organisation, has a clearly defined division/department dedicated to the Product,

OR

- is an Australian subsidiary, the parent company of which has standing in the Industry in geographic markets outside Australia;

**Associate Member:** A qualifying Associate Member shall be an incorporated company, trust, partnership or joint venture in Australia which re-sells; services or maintains; rents or hires; provides system design, integration, installation; provides training (including schools, colleges and universities); media; and trade/industry event owners for the Industry.

B.1.3. APPLICATION FOR MEMBERSHIP

An applying Member shall:

- Submit their application in written form to the BOM on the Association's official application form, which includes agreement to comply with this constitution
- Have the right to re-submit a refuted application no earlier than twelve calendar months after the refuted application was received



#### B.1.4. MEMBER'S REPRESENTATIVE

B.1.4.1 At the time of application to the Association, the Member shall nominate an individual as their Representative. This Representative will be a shareholder or senior employee qualified to vote, speak for, and on behalf of, the Member.

B.1.4.2. Members may, from time to time, change their Representative by notice in writing delivered to either the Executive Officer or the Chairman of the BOM. Such change does not by right confer upon the new Representative any chair-personship or other right or position accrued by the previous Representative.

#### B.1.5. MEMBERS RIGHTS

Save where specifically excepted by this

Constitution: General Members:

- are guaranteed equal rights with other General Members
- have one vote per General Member on any issue at any Association election or meeting
- shall pay the same annual subscription fee as other General Members
- shall have equal access as other General Members to the resources of the Association
- all Representatives of General Members shall be eligible for BOM Membership and be eligible for any office of the Association

Associate Members:

- are guaranteed equal rights with other Associate Members
- are not eligible to vote
- shall pay the same annual subscription fee as other Associate Members
- shall have equal access as other Associate Members to the resources of the Association
- 
- are not eligible for membership of the BOM

#### B.1.6. PRIVACY GUARANTEE

The Association will treat commercial information relating to all its Members with the utmost discretion and has put in place the appropriate physical, information technology and management systems to ensure the safety and security of any such data, to the best of its ability.

## B.1.7. CESSATION AND DISQUALIFICATION OF MEMBERSHIP

B.1.7.1. Any Member wishing to withdraw from the Association shall give not less than one month's notice in writing to the President of their intention, and such notice will be accompanied by payment of any subscriptions, levies, fees and dues owing to the Association.

B.1.7.2. If, in the opinion of the majority of the BOM, a Member infringes any of the Rules of the Association, or engages in activity that is contrary to the interests of, or compromises the Association, the said Member will cease to be a Member by means of disqualification. The BOM may, in writing, request the Member resigns from Membership of the Association within a time specified in such notice. Any such Member will be given the opportunity of showing cause in person or by writing to the President, a reason why their Membership should not cease.

B.1.7.3. Should a Member become bankrupt, enter into receivership or commence a process of liquidation, they shall, at the discretion of the BOM cease to be a Member of the Association.

B.1.7.4. Should a Member fail to pay a properly tendered Association account within the prescribed period, they shall at the discretion of the BOM, cease to be a Member of the Association.

B.1.7.5. A Member whose business activity changes or ceases to be that, as described in 2. Definitions and Abbreviations 'The Industry', shall no longer be eligible for Membership. In this event, the subject party can remain a Member until the period of their Membership expires, and their Membership shall not be renewed.

B.1.7.6. Any party who ceases to be a Member shall not be entitled to a refund of any Membership fees, or any other Association fee, or levy.

## B.1.8. FOUNDING MEMBER AND FOUNDING MEMBER STATUS

An organisation will be deemed and known as an ACETA Founding Member in perpetuity if:

- The provisional Secretary of ACETA received their membership application no later than 5:30pm on Friday the 18<sup>th</sup> of February 2011;
- The application was consequently approved by the BOM
- The annual membership fee was received in accord with the directions of the Secretary
- Their membership remains constant.

#### B.1.9. REGISTER OF MEMBERS

The Executive Officer must keep and maintain a register of Members containing -

- B.1.9.1. the name and address of each Member
- B.1.9.2. the date on which each Member's name was entered in the register
- B.1.9.3. the nominated Representative of each Member

#### B.1.10. AVAILABILITY OF

The register is available for inspection free of charge by any Member upon request on at least a week's notice to the Secretary or the Executive Officer of the Association.

#### B.1.11. COPIES OF

A Member may make a copy of the member register but the member accepts that distributing copies to non-members is a breach of privacy and risks action by the executive.

#### B.2. Expulsion of Members

Subject to this Constitution, if the BOM is of the opinion that a Member has refused or neglected to comply with this Constitution or the Association's Rules, or has been guilty of conduct unbecoming a member or prejudicial to the interests of the Association, the BOM may, by Special Resolution, expel that member from the Association under the following circumstances:

#### B.2.1. EXPULSION PROCEDURE

An expulsion pursuant to this clause is only valid if the following process is followed:

B.2.1.1. The Secretary, President or Executive Officer must, in the same manner and timing as the calling of the BOM Meeting, cause to be given to the Member a written notice -

B.2.1.1.1 setting out the allegation and the grounds on which the proposed expulsion is based; and

B.2.1.1.2 stating that the Member, or their Representative, may address the BOM at a meeting to be held not earlier than 14 days and not later than 28 days after the notice has been given to that member; and

B.2.1.1.3 stating the date, place and time of that meeting; and

B.2.1.1.4 informing the Member that they may do one or both of the following -

- i. attend that meeting;
- ii. give to the BOM before the date of that meeting a written statement opposing the resolution;

B.2.1.2. At such a meeting of the BOM to consider a disciplinary matter, the BOM must:

- a. give the Member, or their Representative, an opportunity to be heard; and
- b. give due consideration to any written statement submitted by the Member; and
- c. vote upon Special Resolution to expel the Member.

B.2.1.3. If at the meeting of the BOM, the BOM confirms the Special Resolution, the member may, not later than 48 hours after that meeting, give the Executive Officer or Secretary a notice to the effect that he or she wishes to appeal to the Association at the next Annual General Meeting of the Federal Council of the Association.

B.2.1.4. At the next Annual General Meeting of the Federal Council of the Association:

- a. the BOM may place before the meeting details of the grounds for the resolution and the reasons for the passing of the resolution; and
- b. the Member, or their Representative, must be given an opportunity to be heard; and
- c. the Members present must vote by secret ballot on the question whether the resolution should be confirmed or revoked.

B.2.1.5. An expulsion is confirmed if, at the general meeting, not less than two-thirds of the members present vote in favour of the resolution. In any other case, the Special Resolution of the BOM is revoked.

## **C. COMMERCIAL, TECHNICAL AND SAFETY STANDARDS**

### **C.1. Compliance agreement**

The Member agrees to comply with all the relevant Australian law and standards in regard to product safety and compliance, intellectual property and consumer rights. This includes, but is not limited to:

- Australian Consumer Law
- Product testing and certification
- Product design
- Installation safety standards and protocols
- Occupational health and safety

### **C.2. ACETA Logo**

As the sign that the Member complies with these commercial, technical and safety standards the Member may use the ACETA Logo on their materials, which include but are not exclusive to: stationery, marketing materials, website, social media, signage, quotes and tenders, and trade or public show stands. This can only be used if the Member's fees are paid in full within 30 days of the invoice being submitted to the Member by ACETA and must cease to be used should the member fail to pay their fees and/or cease to be a Member.

## **D. MANAGEMENT AND ITS STRUCTURE**

### **D.1. The Board of Management (BOM)**

#### **D.1.1. ROLE AND RESPONSIBILITIES**

The BOM is invested with the power to conduct the affairs of the Association in the best interests of the Membership and in accordance with the Constitution. The BOM shall have discretion as to how Association funds are to be expended, subject to this Constitution and formal directives of the Federal Council.

#### D.1.2. ACCOUNTABILITY

The BOM is accountable to the Membership by tendering audited financial and other reports at the AGM. The BOM will keep the Membership informed of general issues in the form of newsletters. Should a significant issue arise, the BOM shall convene a Members meeting.

#### D.1.3. COMPOSITION

The BOM shall be composed of up to twelve (12) General Members who will provide their services free of any charge.

#### D.1.4. ELECTION PROCESS

Thirty (30) days prior to the AGM, all General Members will receive a 'Nomination for Board of Management' request form. This request form will be sent via E-mail to the Representative as indicated on the General Member application form. This form will be sent by the BOM. The Representative can nominate themselves or another consenting General Member's representative. The completed nomination form shall be e-mailed to the Secretariat within 14 days of receipt.

Along with the 'Nomination for Board of Management' request form, a BOM Member position description will be attached. This will serve to clarify the role and responsibilities of a BOM Member. It is expected that this position description has been read and understood by all individuals before they nominate or accept nomination for a BOM position.

#### D.1.5. THE ELECTION

The election for the BOM shall be conducted in the month prior to the AGM each year in such a way that allows all members of Federal Council the opportunity to vote.

#### D.1.6. ELECTION MACHINERY

The BOM may, from time to time, present the Federal Council with a proposed methodology for conducting a free and fair vote, for ratification by Federal Council.

#### D.1.7. ELECTION METHODOLOGY

The voting system for electing the BOM shall be the “plurality-at-large” system.

#### D.1.8. INAUGURAL ELECTION

Notwithstanding any other provision in this Constitution, the inaugural election of the BOM shall happen at the inaugural meeting of Federal Council and the only members of Federal Council entitled to vote shall be those present at that inaugural meeting.

#### D.1.9. RETURNING OFFICER

The Returning Officer will be appointed by the BOM, and may either be the Executive Officer or an individual who is not affiliated with the Association considered acceptable to all Members.

#### D.1.10. ELECTION

The result of the BOM election will be announced at the AGM.

#### D.1.11. FIRST

The new BOM shall meet on conclusion of the AGM. For members of the BOM elected at that AGM, the nomination process for BOM membership itself shall be deemed to have been notice of this meeting.

#### D.1.12. VACANCIES

The office of a member of the BOM of the Association becomes vacant if that member of the BOM:

- Ceases to be a Representative of a General Member
- Resigns from office by notice in writing given to the Executive Officer

#### D.1.13. FILLING A CASUAL VACANCY

In the event of a casual vacancy on the BOM, the BOM may appoint one of the General Members of Federal Council to the vacant office and the member appointed may continue in office up to and including the conclusion of the AGM next following the date of the appointment.

## D.1.14. CONFLICTS OF INTEREST

D.1.14.1. A member of the BOM who has any direct or indirect pecuniary interest in a contract, or proposed contract, with the Association must not take part in any decision of the BOM with respect to that contract but may, subject to the provisions of this Section, take part in any deliberations with respect to that contract.

D.1.14.2. Subsection (15.14.1) does not apply in respect of a pecuniary interest -

- that exists only by virtue of the fact that the member of the BOM is a member of a class of persons for whose benefit the Association is established
- that the member of the BOM has in common with all or a substantial proportion of the members of the incorporated association.

## D.2. The Executive

### D.2.1. ROLE AND RESPONSIBILITIES

The Executive is responsible for performing or overseeing the administration of the Association

### D.2.2. ACCOUNTABILITY

The Executive is accountable to the BOM.

### D.2.3. COMPOSITION

The Executive consists of the President, Secretary and Treasurer. No person may hold more than one Executive position simultaneously.

### D.2.4. ELECTION

At the first meeting of the new BOM each year, immediately after the AGM, it shall elect its President, Secretary and Treasurer via a nomination and private ballot process. These office bearers will constitute the Executive. The results of this election will be sent to Members within 7 days.



### D.2.5. TENURE

Each member of the BOM shall hold office until the annual general meeting next after the date of his or her election, but is eligible for re-election as long as they have complied with 75% rule in regard to meeting attendance.

### D.2.6. VACANCIES

The office of an Executive member of the Association becomes vacant if that member of the Executive:

- D.2.6.1. Ceases to be a Representative of a General Member; or
- D.2.6.2. Becomes an insolvent under administration within the Meaning of the Corporations Act; or
- D.2.6.3. Is a Representative for a General Member which becomes an insolvent under administration within the meaning of the Corporations Act; or
- D.2.6.4. Resigns from office by notice in writing given to the Secretary.

### D.2.7. FILLING A CASUAL VACANCY

In the event of a casual vacancy on the Executive, the BOM may appoint one of its own number to the vacant office and the member appointed may continue in office up to and including the conclusion of the AGM next following the date of the appointment.

## D.3. ROLE AND RESPONSIBILITIES

The BOM may, at its discretion, form sub-committees. They can be a permanent, semi-permanent or one-off group that will explore and advise direction on solving the issues and challenges faced by the Industry whether general or specific in nature. A sub-committee has no power. It will work through the subject matter and elevate its findings and recommendations to the BOM for ratification.

### D.3.1. ACCOUNTABILITY

All sub-committees are accountable to the BOM.

#### D.3.2. COMPOSITION

The Board may appoint an individual, with the consent of that person, to a sub-committee based on their skill, knowledge and interest in the subject matter. That person may be a member of the BOM, a General Member who is not a member of the BOM, an Associate

Member or a non-member. There is no limitation to the size of a sub-committee, however at least one BOM Member must be a Member of any sub-committee.

#### D.3.3. LEADERSHIP

The Chair-person of each sub-committee, who will convene and chair meetings and will communicate or arrange communication with the BOM, shall be chosen by the BOM. It is expected that each BOM Member will chair at least one sub-committee, however it is not a requirement that a sub-committee Chair-person be a member of the BOM.

### D.4. Association Staff

#### D.4.1. ENGAGEMENT

At its discretion, the BOM may deem it necessary to engage staff to deal with the everyday activities of the Association. This engagement may be in the form of a sub-contract service or direct employment either on a full-time, part-time or casual basis. Any engagement will be subject to the identified tasks to be performed and the budgeted available funds.

#### D.4.2. EXECUTIVE OFFICER

The BOM may, from time to time, appoint a staff member as the Executive Officer. When no such appointment is in place, any powers and duties conferred upon the Executive Officer by this Constitution vest with the Secretary or whomever member of the Executive and/or the ACETA Board, it is agreed by the Board, the adoption of the officer the Secretary has recommended.

#### D.4.3. ACCOUNTABILITY

All staff engaged by the BOM will be accountable and report to the Executive or a BOM appointed manager.

#### D.4.4. CONFLICT OF INTEREST

Application for employment or contract with the Association may not be considered if the applicant is an employee, relative or business associate of a Member, unless the potential conflict has been declared and deemed acceptable by the Executive with the unanimous written approval of the BOM.

## **E. COMMUNICATION AND MEETINGS**

### **E.1. Annual General Meeting of Federal Council (AGM)**

#### **E.1.1. FREQUENCY**

The AGM will be held each year in April or May.

#### **E.1.2. AGENDA**

The business of the AGM will be as follows:

- Welcome and introduction
- The tabling of apologies
- Minutes of the previous AGM
- Business arising from the minutes
- Call for agenda items
- The receipt of correspondence
- The receipt of the president's report
- The receipt of the treasurer's report
- Appointment of auditor (as outlined in section G of the constitution)
- The receipt of the auditor's report (as outlined in section G of the constitution)
- The receipt of any other reports
- Announcement of election results
- Ratification of membership fee
- Other items as determined by the BOM (and as outlined in the AGM papers distributed to Members)
- General business

#### **E.1.3. NOTICE**

At least 21 days' notice of meetings, together with the proposed agenda, shall be given in writing to all Representatives, unless the BOM on, account of urgent necessity, shall otherwise unanimously determine a shorter period of time.

E.1.4. CHAIR-PERSON

The President or their nominee shall preside at the AGM.

E.1.5. MINUTES

The BOM shall nominate an individual(s) to take the minutes of the meeting. These minutes shall be delivered to the Executive Officer for distribution to Members.

E.1.6. QUORUM

A quorum is 20% of the Association Membership registered as attendees at the AGM.

E.2. Extraordinary General Meeting of Federal Council (EGM)

E.2.1. POWERS OF AN EXTRAORDINARY GENERAL MEETING

At an EGM, Federal Council can, subject to this Constitution, exercise all of its rights and powers, including but not limited to any power which may be exercised at an AGM.

E.2.2. EXTRAORDINARY GENERAL MEETING CALLED BY THE BOM

In the event that an issue exists where the BOM feels it necessary to inform and/or seek advice from the Members, it may, at its discretion convene an extraordinary Members meeting. The BOM shall give 30 days' notice of such an event.

E.2.3. EXTRAORDINARY GENERAL MEETING CALLED BY THE MEMBERS

In the event that an issue exists where the Members feel it is necessary for the Association to meet, they may direct the BOM to convene an extraordinary Members meeting. In order to achieve this, a petition signed by no less than 40% of the Membership at the time, shall be presented to the President. Upon receipt by the President of such a petition, the BOM must provide notice of the EGM within 30 days. The BOM shall give no less than 30 days and no more than 45 days' notice of such an EGM.

E.3. Board of Management Meetings

E.3.1. FREQUENCY

The BOM shall meet a minimum of 4 times per year.

E.3.2. AGENDA

The BOM shall establish its own standard agenda.

E.3.3. CHAIR-PERSON

BOM meetings shall be chaired by the President.

E.3.4. MINUTES

An accurate record of all BOM meetings shall be maintained by the taking of minutes. The BOM shall appoint a minute secretary. The minute secretary may be a BOM Member or an individual seconded by the BOM

E.3.5. ATTENDANCE

E.3.5.1. It is expected that an elected BOM Member attend at least 75% of BOM meetings.

E.3.5.2. Should a BOM Member fail to attend 75% of the BOM meetings during a term, they shall be automatically ineligible for re-election in the subsequent term. This may, though be waived at the discretion of the Executive, with the Board's approval of the Executive's recommendation

E.3.6. QUORUM

A quorum at a BOM meeting is fifty per cent of the individuals comprising the BOM at that time.

E.3.7. VOTING

For any motion to be passed there must be a quorum in attendance, and a two thirds majority assenting.

E.3.8. DATE AND LOCATION OF MEETINGS

The incoming BOM will make their own determination as to the date and location of meetings.

E.3.9. NOTICE

At least 21 days' notice of meetings, together with the proposed agenda, shall be given in writing to all BOM Members, unless the Executive on account of urgent necessity shall otherwise unanimously determine a shorter period of time.

## E.4. Communicating to Members

### E.4.1. MINUTES OF MEETINGS

The minutes of all BOM Meetings shall be available to Members on request. The minutes of the AGM, ordinary or an extraordinary meeting will automatically be mailed to those in attendance and those who offered a formal apology. Those who did not attend nor offer an apology can request meeting minutes.

### E.4.2. BOM AVAILABILITY

All Board Members shall make themselves accessible to accept communication from Members.

## F. DISPUTES AND MEDIATION

### F.1. Application of Dispute and Mediation Provisions

The grievance procedure set herein applies to disputes under this Constitution between a Member or Representative and the Association.

### F.2. Dispute and Mediation Procedures

#### F.2.1 INFORMAL MEETING FIRST

The parties to the dispute must meet and discuss the matter in dispute, and, possible, resolve the dispute within 14 days after the dispute comes to the attention of all of the parties.

#### F.2.2. MEETING WITH MEDIATOR

If the parties are unable to resolve the dispute at the meeting or if a party fails to attend that meeting, then the parties must, within 10 days, hold a meeting in the presence of a mediator.

#### F.2.3. CHOICE OF MEDIATOR

The mediator must be a person chosen by agreement between the parties or in the absence of agreement a person who is a mediator appointed or employed by the Dispute Settlement Centre of Victoria (Department of Justice).

#### F.2.4. QUALIFICATION OF MEMBER MEDIATORS

A Representative of a General Member of the Association can be a mediator, but the mediator cannot be a Representative or represent a Member that is a party to the dispute.

#### F.2.5. GOOD FAITH

The parties to the dispute must, in good faith, attempt to settle the dispute by mediation.

#### F.2.6. CONDUCT OF MEDIATION

The mediator, in conducting the mediation, must:

- a) give the parties to the mediation process every opportunity to be heard
- b) allow due consideration by all parties of any written statement submitted by any party
- c) ensure that natural justice is accorded to the parties to the dispute throughout the mediation process

#### F.2.7. NO ADJUDICATIVE PROCESS

The mediator must not determine the dispute.

#### F.2.8. FAILURE TO RESOLVE DISPUTE

If the mediation process does not result in the dispute being resolved, the parties may seek to resolve the dispute in accordance with the Associations Incorporation Reform Act 2012 or otherwise at law.

## **G. MATTERS FINANCIAL AND PROPERTY**

### **G.1. ANNUAL SUBSCRIPTION**

The annual Association membership fees will be established by the BOM.

- G.1.1 The annual level and all Membership fees shall be subject to ratification at the AGM by the Members.
- G.1.2 If ratified, any and all membership fees will be placed in Appendix 2 of this Constitution.
- G.1.3 If any proposed membership fee is not ratified by the Federal Council, that fee level shall remain unaltered from its existing level.

## **G.2. Payment of annual subscription**

Initial payment of the Annual Subscription will be tendered with the Membership Application. If an application is rejected, a full refund will be made. In the consequent years, Membership subscription is payable as directed by the BOM.

### **G.2.1. Sources of funds**

The funds of the Association shall be derived from entrance fees, annual subscriptions, publications, trade shows, annual conferences, donations and such other sources as the BOM determines.

### **G.2.2 Cheques and other negotiable instruments**

All cheques, drafts, bills of exchange, promissory notes and other negotiable instruments must be signed either of two members of the BOM or, by one member of the BOM and of the Executive Officer of the Association.

### **G.2.3. Debt and borrowing**

Under no circumstances shall the Association borrow funds, nor enter into any form of debt, other than the normal account for services.

## **G.3. The common seal**

### **G.3.1. CUSTODY OF THE COMMON SEAL**

The common seal of the Association must be kept in the custody of the Executive Officer.

### **G.3.2. USE OF THE COMMON SEAL**

The common seal must not be affixed to any instrument except by the authority of the BOM and the affixing of the common seal must be attested by the signatures either of two members of the BOM or, of one member of the BOM and of the Executive Officer of the Association.



#### G.4. Use of financial assets

The Association shall place its funds with an established financial institution acceptable to the BOM and subject to regular review by the BOM.

The Association shall not make loans to any individual or organisation.

#### G.5. Financial records

The BOM is responsible for maintaining current and accurate financial records of the Association. Should statutory regulations require an audit, these records shall be tendered to the appointed accountant for audit soon after the completion of the financial year. The completed audit shall be presented at the AGM.

#### G.6. Custody and inspection of books and records

Except as otherwise provided in this Constitution, the Executive Officer must keep in their custody or control all books, documents and securities of the Association. All accounts, books, securities and any other relevant documents of the Association must be available for inspection free of charge by any member upon request.

#### G.7. Appointment of an auditor

Should statutory regulations require an audit, the BOM shall appoint a suitable auditor.

#### G.8. Winding up

G.8.1. If upon the winding up or dissolution of the Association, there remains after satisfaction of all its debts and liabilities, any property whatsoever, the same shall not be paid or distributed amongst the Members, but shall be given or transferred to a pre-determined not- for-profit charitable organisation.

G.8.2. This charity will be decided by a vote of the General Members at the first Meeting of the Association, and may be changed from time to time by a vote of the General Members at any General Meeting.

## **H. APPENDIX 1: No appendix**

**This appendix is intentionally blank.**

## I. APPENDIX 2: Schedule of Fees

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<i>Fee</i>	<i>Amount</i>
Annual subscription fee for General Members:	
A qualifying organisation with up to two full-time employees	\$900 +GST
A qualifying organisation with three full-time employees	\$1,200 + GST
A qualifying organisation with four full-time employees	\$1,500 + GST
A qualifying organisation with five or more full-time employees	\$1,800 + GST
Annual subscription fee for Associate Members	\$450 + GST

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Membership fees for General Members can be paid quarterly by automatic billing to a credit card

*Full time employees* are counted as full time equivalents, so they can be a mixture of full and part time staff.

*Fees revised May 2015 following approval at the AGM on 5 May 2015*

## J. APPENDIX 3: Form of Appointment of Proxy to Federal Council

This form should be used if a General Member assigns the rights of Representative to another individual than the one registered.

I	<i>(name)</i>		
Of	<i>(Street no and name)</i>		
	<i>Suburb</i>	<i>State</i>	<i>Code</i>
being a Representative of the following Member	<i>(Member name)</i>		
appoint	<i>(name of proxy holder)</i>		
Of	<i>(Street no and name)</i>		
	<i>Suburb</i>	<i>State</i>	<i>Code</i>

being a member of the Federal Council, as my proxy to vote on my behalf at the *\*annual/\*special* general meeting of the Association to be held on *(meeting date)* \_\_\_\_\_ and at any adjournment of that meeting.

My proxy *\*is/\* is not* authorised to vote on all matters before the meeting: *[insert relevant details]*

My proxy is authorised to vote *\*in favour of/\*against* the following resolution: *[insert details of resolution]*

Signed	
Date	

*\*Delete if not applicable*

## APPENDIX 4: Specific objectives

The Industry will continually change. Trends, technologies and practices will evolve presenting it with new challenges. Therefore, the specific objectives of the Association will require regular revision and will change from time to time. Currently these are:

1. Represent the interests and concerns of the members as a peak body on behalf of both the members and the industry at large.
2. Support local organisations which research, design and/or manufacture the product.
3. Support local organisations which re-sell; service or maintain; rent or hire; provide system design, integration, installation; provide training (including schools, colleges and universities); and which are media and/or trade/industry event owners for the Industry.
4. Represent the interests of the Industry in dealing with local, state and federal governments, their legislation and by-laws.
5. Develop a relationship with the *Australian Communications and Media Authority* and any other relevant governing or regulatory body.
6. In accord with consumer law, address the issue of grey importing and internet trading, and if possible, put forward recommendations or establish methods of protecting the Industry and its customers against illegal trade and unsafe product.
7. Promote a safety minded workplace culture to bring about a suitably trained, physically competent and drug/alcohol impairment free working environment.
8. Co-ordinate the scheduling and presentation of major trade events with the event owners and/or managers, ensuring they meet the expressed requirements of the Industry.
9. Issue formal accreditation and endorsement to trade events that meet the expressed requirements of the Industry.
10. Develop and maintain relationships where appropriate, with allied national and international organisations.
11. Develop and maintain a website that represents the Association, its aim and objectives, and provides links to all Members.
12. Develop and maintain relevant databases for the benefit of Members in a secure and confidential process, collect and maintain relevant Industry statistics.
13. Develop educational resources and programs.
14. Promote the careers opportunities in the Industry and assist with bridging the skills gap.
15. Provide general support in protecting the intellectual property rights of the Members and the manufacturers they represent.

*Last revised: February 2014*

## K. APPENDIX 5: Election form

*This form should be used to undertake the election to the Board of Management.*

### BOARD OF MANAGEMENT FOR 20XX/XX

I hereby nominate for election to the Board of Management of the Australian Commercial & Entertainment Technologies Association Incorporated for 20XX/XX.

I understand that in accordance with the Constitution voting will be undertaken before the meeting and that the results will be announced at the meeting.

Member  
Company

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Your Member

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Signature

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Date

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The nominee must be the Member's Representative and therefore is a shareholder or senior employee qualified to vote, or speak for and on behalf of the Member.

The first Board meeting will be held briefly following the AGM. This will be to elect office bearers and set meeting dates.

This form must be lodged with ACETA by **5pm on** \_\_\_\_\_ by email to [info@aceta.org.au](mailto:info@aceta.org.au) or mail to PO Box 352, Northcote, VIC 3070

## L. APPENDIX 6: Standards, safety and compliance

*On becoming a member of the association, the Member agrees to comply with the constitution and that constitution requires compliance with all relevant law. This appendix is a guide to many of those relevant standards and is intended as a guide only. It is not a comprehensive list. By joining the association and thereby agreeing to comply with the constitution, members are entitled to use the ACETA logo as their badge of probity. This can also be used in sales and marketing materials, in quotes and tenders, and wherever the member would find it valuable.*

When applying the legal references referred to in this appendix, if a statute is updated or replaced, the updated or replaced statute will apply.

The Members will be responsible for complying with current laws relevant to the Industry, including:

- Australian Consumer Law (January 2011)
- Product standards and safety
- ACMA Telecommunications Act 1997
- Telecommunications Labelling Notice 2001
- Safe Work Australia Act 2008
- Human Right Commission policy on workplace bullying

Relevant laws and policies cover areas including:

1. Competitive tendering and due process
2. Product safety and integrity
3. Marketing content
4. Occupational health and safety
5. Protection of intellectual property
6. Pricing including predatory pricing and price maintenance
7. Contract execution and due process
8. Product warranties and service
9. Anti-competitive behaviour More

specifically:

### **Competitive tendering transparency and due process**

ACETA members will refrain from offering gifts, rewards, secret commissions or undue influence with tendering officers and those persons responsible for the awarding of contracts or tenders. The Members will also not encourage such behaviour among The Members' customer network to secure contracts or successful tenders with third parties.

The Members will refrain from active or tacit behaviour that could be considered collusive to maintain pricing above a competitive market rate. This applies to both open market trading and competitive tendering.

## **Product safety and integrity**

Whoever is the importer of the goods is responsible for their safety and integrity. Any products directly offered for sale must be compliant in regard to product safety and standards. Integrity includes not selling products which are imitation or counterfeit.

Electronic products supplied by Members will conform with all relevant standards and Members will maintain the appropriate documentation to support this. Australian wholesalers and manufacturers will supply products that conform to Australian mandated electro emissions and safety standards and have the supporting documentation and registration. The documentation maintained will be as is required by ACMA Telecommunications Act 1997 and the Telecommunications Labelling Notice 2001.

The Members will not sell or authorise the sale of products that are not compliant with Australian safety standards.

## **Marketing content**

A Member shall not use false, misleading or deceptive statements in advertising or publicity material. Published performance figures for products sold by the members will be in accordance with accepted industry engineering standards. In the event of false or misleading claims being made by a Member's product supplier, the Member will correct these claims and announce publicly the correct information.

## **Occupational health and safety**

### *Member staff and subcontractor relations*

Members will operate their businesses within the occupational health and safety standards of the Safe Work Australia Act 2008 or any subsequent revision of this Act.

### *Safety culture*

When the Member contracts or hires staff to their business, the Member understands that they assume responsibility for ensuring that the workplace is safe for all workers.

The Member will provide a safe working environment for employees and subcontractors in accordance with the State and Federal OH&S regulations covering the work location. This includes identifying and minimising possible risks and conducting work in a manner that does not lead to an extension of risk for employees or subcontractors departing the working environment.

### *Physically competent workforce*

Where people may be required to take medication while at work, Members will not condone or permit the operation of equipment by any employee receiving medication if there is a prospect of employee impairment or a possible safety hazard to the employee, co-workers or any member of the public. The Member will provide and encourage a safe and (street) drug free environment for the Member's workforce.

### *Workplace bullying and intimidation as a safe working issue*

The Members will not tolerate work place bullying as described in the Australian Human Rights Commission Act 1986 and Australian Human Rights Commission Regulations 1989. The Members will make themselves acquainted with both the Australian Federal and State legislation on dealing with and preventing workplace bullying and intimidation.



## **Protection of intellectual property**

### *Confidentiality*

A Member shall hold confidential all information of a customer's and supplier's organisation and activities that is not available through public records or in the public domain. The Members also accept the same confidentiality responsibility for all subordinate parties' information where commercially sensitive. Members will comply with privacy principles covering resellers, end users and supplier's intellectual property and information.

### *Information policy and the law*

The Members will derive their information policy from the Office of the Australian Information Commissioner and adhere to The Privacy Act 1988.

## **Pricing including predatory pricing and price maintenance**

It is not legal to set prices at an ongoing unsustainably low level in order to damage or force a competitor from the market.

## **Contract execution and due process**

The Member will supply the products in accordance with the product seller and product purchaser's agreement.

## **Product warranties and service**

All products sold in Australia are accompanied by a warranty for which there are minimum standards in law. The Member agrees to supply products which meet or exceed those standards and to provide service as required by law and in the warranty.

## **Anti-competitive behavior**

ACETA specifically draws Members attention to the law in regard to anti-competitive behavior.

## **Links to Government authorities mentioned above: Australian Competition**

**and Consumer Commission** <http://www.accc.gov.au/content/index.phtml/itemId/142>

### **Office of the Australian Information Commissioner**

[http://www.oaic.gov.au/law/index.html#privacy\\_act](http://www.oaic.gov.au/law/index.html#privacy_act) **Safe**

### **Work Australia Act 2008**

<http://www.comlaw.gov.au/Details/C2009A00084>

### **Human Rights Commission (Workplace Bullying)**

[http://www.humanrights.gov.au/bullying/factsheets/workplace\\_bullying.html](http://www.humanrights.gov.au/bullying/factsheets/workplace_bullying.html)









