

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; "Corporations Act" means the *Corporations Act 2001*;
- (14) "Council" means the board of directors of the Company;

- (15) "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;
- (16) "Country Legal Practitioner" means an Australian Legal Practitioner whose Principal Place of Practice is situated within the Country Areas of Victoria;
- (17) "Country Areas of Victoria" means the areas of Victoria other than the City Area and the Suburban Area;
- (18) "Executive" means the executive committee of the Company comprising those persons set out in clause 49;
- (19) "Fifth Executive member" has the meaning given in clause 49.1;
- (20) "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;
- (21) "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;
- (22) "Government Legal Practitioner" means a Government Lawyer who is an Australian Legal Practitioner;
- (23) "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;
- (24) "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.
- (25) "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.
- (26) "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;

- (27) "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";
- (28) "Premises" means any building or office or other place in which the Company conducts its affairs;
- (29) "Principal Place of Practice" has the meaning given to it in clause 1.5;
- (30) "Register" means the register of members kept in accordance with clause 10;
- (31) "seal" means the common seal of the Company and includes any official seal of the Company;
- (32) "Secretary" means a person appointed to perform the duties of a secretary of the Company and includes an honorary secretary;
- (33) "Suburban Area" means the area to which the Australia Post postcodes in Schedule 2 relate; and
- (34) "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"

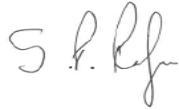
- 106.1 For the purposes of clauses 103, 104 and 105, "officer" means a Council member, Secretary or Chief Executive Officer and includes a person who was a member of the Council of the Law Institute of Victoria.

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', written in a cursive style.

Date: 18 November 2020

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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 FERN TREE GULLY	VIC	FERN TREE 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 GLADYS DALE	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	FERNTREE GULLY DELIVERY CENTRE
3180 KNOXFIELD	VIC	FERNTREE GULLY DELIVERY CENTRE
3144 KOOYONG	VIC	HAWTHORN DELIVERY CENTRE
3341 KOROBETT	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	FERNTREE GULLY DELIVERY CENTRE
3156 LYSTERFIELD SOUTH	VIC	FERNTREE 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 MONEGEETTA	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 RIPPONLEA	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	FERN'TREE 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	FERN'TREE 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.