



**Building Designers  
Association of  
New South Wales Inc.**

# **BUILDING DESIGNERS ASSOCIATION OF NEW SOUTH WALES INC.**

## **RULES OF ASSOCIATION**

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# **RULES OF THE BUILDING DESIGNERS ASSOCIATION OF NSW. INC.**

**January 2008.**

## **1. NAME**

- 1.1 The name of the incorporated association shall be the Building Designers Association of NSW Inc. (herein after called "the Association").
- 1.2 The express, written authorisation of the Management Committee must be obtained for the use of the names "Building Designers Association", "BDANSW", "BDA" and/or any combination, derivative or any similar acronym that could be interpreted as being representative of the Association, prior to the use of such/any form of the name, except as currently permitted under Clause 4 of the Rules of Association, and Section 5 of the Operations Manual.
- 1.3 The names "Building Designers Association of New South Wales", the acronym "BDANSW", "BDA", etc. be registered by the Association to prevent unauthorised use.
- 1.4 Membership exclusion from the Association will be evoked regarding any blatant misuse or unauthorised use of the name of the Association, its derivatives and/or acronyms.

## **2. OBJECTS**

The objects for which the Association is established are:

- 2.1 To represent, promote, conserve and advance generally the interests and welfare of all persons practising as building designers.
- 2.2 To promote, advance and improve the services rendered by building designers to the public.
- 2.3 To promote and maintain professional business standards amongst building designers.
- 2.4 To provide the opportunity and means for the exchange of ideas in the dissemination of information concerning the building industry and the regulations governing them.
- 2.5 To seek redress of wrongs from which all or any members may from time to time suffer and/or to make representations to any authority or individual in the pursuit of such redress.
- 2.6 To provide and maintain an education and information program compatible to the profession of building designers for the absolute benefit of the profession and community at large.
- 2.7 To be actively involved in the development of standards, by-laws, legislation and other documentation relevant to the industry and for the benefit of the industry and public at large.

### 3. POWERS

The powers of the Association are:-

- 3.1 To prepare, adopt, review and amend a code of ethics governing the behaviour and standard of conduct of building designers themselves, and between building designers and any person employing them in their capacity as building designers.
- 3.2 To subscribe to, become a member of and co-operate with any other association, club or organisation, whether incorporated or not, whose objects are altogether or in part similar to those of the Association provided that the Association shall not subscribe to or support with its funds any club, association or organisation which does not prohibit the distribution of its income and property among its members to an extent at least as great as that imposed on the Association under or by virtue of rule 28.10.
- 3.3 To subscribe to or become a member of and co-operate with any other association whether incorporated or not, whose objects or interests are similar to those of the Association and to procure from and communicate to such an association such information as may be likely to advance the objects of the Association.
- 3.4 In furtherance of the objects of the Association to buy, sell and deal in all kinds of articles, commodities and provisions, both liquid and solid, for the members of the Association or persons frequenting the Association's premises.
- 3.5 To purchase, take on lease or in exchange, hire and otherwise acquire any lands, buildings, easements or property, real and personal, and any rights or privileges which may be requisite for the purposes of, or capable of being conveniently used in connection with, any of the objects of the Association: Provided that in case the Association shall take or hold any property which may be subject to any trusts the Association shall only deal with the same in such manner as is allowed by law having regard to such trusts;
- 3.6 To enter into any arrangements with any Government or Authority that are incidental or conducive to the attainment of the objects and the exercise of the powers of the Association; to obtain from any such Government or Authority any rights, privileges and concessions which the Association may think it desirable to obtain; and to carry out, exercise and comply with any such arrangements, rights, privileges and concessions;
- 3.7 To appoint, employ, remove or suspend such managers, clerks, secretaries, servants, workmen and other persons as may be necessary or convenient for the purposes of the Association;
- 3.8 To remunerate any person or body corporate for services rendered, or to be rendered, and whether by way or brokerage or otherwise in placing or assisting to place or guaranteeing the placing of any unsecured notes, debentures or other securities of the incorporated association, or in or about the incorporated association or promotion of the incorporated association or in the furtherance of its objects;
- 3.9 To construct, improve, maintain, develop, work, manage, carry out, alter or control any houses, buildings, grounds, works or conveniences which may seem calculated directly or indirectly to subsidise or otherwise assist and take part in the construction, improvement, maintenance, development, working, management, carrying out, alteration or control thereof;
- 3.10 To invest and deal with the money of the Association not immediately required in such a manner as may from time to time be thought fit;
- 3.11 To take, or otherwise acquire, and hold shares, debentures or other securities of any company or body corporate;
- 3.12 In furtherance of the objects of the Association to lend and advance money or give credit to any person or body corporate; to guarantee and give guarantees or indemnities for the payment of money or the performance of contracts or obligations by any person or body corporate, and otherwise to assist any person or body corporate;
- 3.13 To borrow or raise money either alone or jointly with any other person or legal entity in such manner as may be thought proper and whether upon fluctuating advance account or overdraft or otherwise to represent or secure any moneys and further advances borrowed or to be borrowed alone or with others as aforesaid by

notes secured or unsecured, debentures or debenture stock perpetual or otherwise, or by mortgage, charge, lien or their security upon the whole or any part of the incorporated association's property or assets present or future and to purchase, redeem or pay-off such securities;

- 3.14 To draw, make, accept, endorse, discount, execute and issue promissory notes, bills of exchange, bills of lading and other negotiable or transferable instruments;
- 3.15 In furtherance of the objects of the Association to sell, improve, manage, develop, exchange, lease, dispose of, turn to account or otherwise deal with all or any part of the property and rights of the Association;
- 3.16 To take or hold mortgages, liens or charges, to secure payment of the purchase price, or any unpaid balance of the purchase price, of any part of the Association's property of whatsoever kind sold by the Association, or any money due to the Association from purchasers and others;
- 3.17 To take any gift or property whether subject to any special trust or not, for any one or more of the objects of the Associations but subject always to the proviso in sub-rule 3.4;
- 3.18 To take such steps by personal or written appeals; public meetings or otherwise, as may from time to time be deemed expedient for the purpose of procuring contributions to the funds of the Association, in the shape of donations, annual subscriptions or otherwise;
- 3.19 To print and publish any newspapers, periodicals, books or leaflets that the Association may think desirable for the promotion of its objects;
- 3.20 In furtherance of the objects of the Association to amalgamate with any one or more incorporated associations having objects altogether or in part similar to those of the Association and which shall prohibit the distribution of its or their income and property among its or their members to an extent at least as great as that imposed upon the Association under or by virtue of rule 28(10);
- 3.21 In furtherance of the objects of the Association to purchase or otherwise acquire and undertake all or part of the property, assets, liabilities and engagements of any one or more of the incorporated associations with which the Association is authorised to amalgamate;
- 3.22 In furtherance of the objects of the Association to transfer all or any part of the property, assets, liabilities and engagements of the Association to any one or more of the incorporated associations with which the Association is authorised to amalgamate;
- 3.23 To make donations for charitable or community purposes;
- 3.24 To do all such other things as are incidental or conducive to the attainment of the objects and the exercise of the powers of the Association.

#### **4. CLASSES OF MEMBERSHIP**

The membership of the Association shall consist of any or all of the following classes:-

##### **4.1 Student Member**

A person may be admitted as a "Student Member" of the Association if that person:-

- 4.1.1 i) Is a Full Time Student at TAFE, University or other recognised institution,  
or  
ii) Is an Apprentice or Trainee in accord with Government Regulations, and  
iii) Does not receive a full adult wage or salary; or  
iv) Is a student in a Building Design (or similar) Module, but is not a principal or an employee.
- 4.1.2 i) Has his/her application supported in writing by two members of the Association and  
ii) Has his/her application approved by the Management Committee;
- 4.1.3 A person studying a Post Graduate Course is not a "Student" for the purpose of these Rules.
- 4.1.4 A Student Member shall:
  - i) Have voting rights at Branch level only;
  - ii) Not be entitled to participate on a Branch Management Committee;

- iii) Not represent a Branch on the Management Council;
- iv) Be entitled to receive the "General Benefits Package" as shall be determined from time to time by the Management Committee.

4.1.5 A person may remain a Student Member for a period of one full Membership Year after graduation or cessation of being a Student, and shall then be automatically upgraded to General Member.

4.1.6 Nothing in the Rules shall prevent a person, being a Student Member from applying to upgrade to General Member at any time.

## **4.2 General Membership**

A person may be admitted as a "General Member" of the Association if that person:-

- 4.2.1
- i) Is a person in a building related industry, or is a nominated representative of a company, firm or business in a building design or building related industry, and satisfies the Membership Committee of his/her commitment to the ideals of the Association; or
  - ii) Any person who is an employee of either a Chartered or Principal Member of the Association or of a Designer accredited under another recognised programme (eg. ARB, QBSA, etc.), or
  - iii) Any Business Partner, Business Associate, or the like, of a Chartered or Principal Member of the Association; or
  - iv) Is a person working as a Building Designer

- 4.2.2
- i) Has his/her application supported in writing by two Members of the Association and
  - ii) Has his/her application approved by the Management Committee;

4.2.3 A General Member shall:-

- i) Have voting rights at Branch level only;
- ii) Be entitled to participate on a Branch Management Committee;
- iii) Not represent a Branch on the Management Council;
- iv) Be entitled to receive the "General Benefits Package" as shall be determined from time to time by the Management Committee.

- 4.2.4
- i) A person whose Membership is contingent upon Clause 4.2.1 (i) shall always remain a General Member;
  - ii) A person whose Membership is subject to an employment or business arrangement described above in Clause 4.2.1(ii) and (iii) may remain as a General Member while the term of the arrangement continues;
  - iii) In the event of a cessation of such employment or business arrangement described in Clauses 4.2.1 (ii) and (iii), the person, if he/she has suitable qualifications and/or experience, shall be automatically upgraded to Principal Member at the immediately following Membership Year;
  - iv) Other General Members having suitable qualifications and/or experience shall be automatically upgraded to Principal Member after having completed one full Membership Year as a General Member;
  - v) Nothing in the Rules shall prevent a person, being a General Member of suitable qualifications and/or experience, from voluntarily upgrading to Principal Member at any time after completion of one full Membership Year as a General Member.

## **4.3 Principal Member**

A person may be admitted as a "Principal Member" of the Association if that person:-

- 4.3.1
- i) Has suitable qualifications and/or experience, and
  - ii) Is automatically upgraded from General Member after the specified period, or
  - iii) Voluntarily upgrades from General Member after the specified period, and
  - iv) Has his/her upgrade application approved by the Management Committee.

4.3.2 A Principal Member shall be:-

- i) Encouraged to participate in the Association's CPD Programme;
- ii) Encouraged to maintain the currency of suitable Professional Indemnity (PI) Insurance.

4.3.3 A Principal Member shall:-

- i) Have voting rights at both Branch and State levels;
- ii) Be entitled to participate on a Branch Management Committee;
- iii) Be entitled to represent a Branch on the Management Council;
- iv) Be entitled to hold office on the State Management Committee;

v) Be entitled to use the letters:-

M.B.D.A.N.S.W or

Member B.D.A.N.S.W or

B.D.A.N.S.W (Member)

vi) Be entitled to receive the "Principal Benefits Package" as shall be determined from time to time by the Management Committee.

4.3.4 Upon application, a Principal Member:-

i) May be upgraded to Chartered Member of the Association;

ii) Must firstly have satisfied all relevant conditions of Clause 4.4.1.

4.3.5 Nothing in the Rules shall prevent a person, being a Principal Member, from remaining as such indefinitely irrespective of his/her ability to satisfy the relevant provisions of Clause 4.4.1.

#### **4.4 Chartered Member**

A person may be admitted as a "Chartered Member" of the Association if that person:-

4.4.1 i) Holds Accreditation under the Association Competency Standards, or

ii) Holds Accreditation under a similar programme or system (eg. ARB, QBSA, etc.), and

iii) Satisfies the Association's Continuing Professional Development Programme (CPD) points requirement (or equivalent recognised system) for a minimum of one Membership Year; and

iv) Has suitable qualifications and/or experience; and

v) Has held Principal Membership for a minimum of one Membership Year; and

vi) Has his/her upgrade application approved by the Management Committee.

4.4.2 To maintain Chartered Membership, a Member shall:-

i) Preserve the currency of his/her Association Accreditation (or similar), and

ii) Continue to maintain and achieve the requisite level of CPD points, and

iii) Be strongly encouraged to hold suitable Professional Indemnity (PI) Insurance;

iv) Comply with these requirements if he/she holds Fellow and/or Life Membership.

v) Be exempt from these requirements if he/she holds Retired or Retired Life Membership;

4.4.3 A Chartered Member shall:-

i) Have voting rights at both Branch and State levels;

ii) Be entitled to participate on a Branch Management Committee;

iii) Be permitted to represent a Branch on the Management Council;

iv) Be entitled to hold office on the State Management Committee;

v) Be entitled to use the title:-

M.B.D.A.N.S.W (Chartered Member), or

F.B.D.A.N.S.W (Chartered Member) if he/she holds Fellow Membership

The use of the word "Member" following "Chartered" shall be optional;

vi) Be entitled to receive the "Enhanced Benefits Package" as shall be determined from time to time by the Management Committee.

#### **4.5 Corporate Member**

4.5.1 An entity (corporation, company, business, etc) may be admitted as a Corporate Member of the Association if that body:

i) is an entity in a building design or building related industry;

ii) actively supports and promotes the objects of the Association;

iii) has an application in writing supported by two members of the Association;

iv) has the application approved by the Management Committee

4.5.2 An entity may be afforded Corporate Membership upon entering into an agreement to become a Corporate Partner with the Association.

4.5.3 An entity may be afforded Corporate Membership as an integral part of fulfilling the Association's obligation(s) under the terms of an agreement between that entity and the Building Designers Association of Australia Ltd.

4.5.4 A Corporate Member will receive the benefits of membership as published or agreed, and/or as amended from time to time

4.5.5 A Corporate Member may nominate its representative(s) to be included on any/all Association mailing lists

4.5.6 A Corporate Member and/or its representative(s) shall have no voting rights

#### **4.6 Honorary Member**

4.6.1 The Management Committee may recommend to an Annual General Meeting of the Association that a non-member be elected to Honorary Membership in recognition of and appreciation to non-members for voluntary or paid service to the Association or to persons of eminence whom the Association wishes to recognize as a member. Following receipt of such nomination the person may be elected as an Honorary Member of the Association by a two-thirds majority vote of members present at the Annual General Meeting or General Meeting. Every such Honorary Member shall be entitled to all privileges and subject to all duties of a member during his/her lifetime, save those of payment of subscriptions, levies or any other monetary dues.

4.6.2 Any such member may use the letters MBDANSW (Honorary) after his/her name however, he/she is not entitled to use the BDA NSW Logo.

4.6.3 An Honorary Member has no voting rights.

#### **4.7 Fellow Member**

4.7.1 Persons of eminence whom the Association wishes to honour for services to building design or for distinction in associated fields may be elected as a "Fellow" by Members of the Association by a two-thirds majority vote of financial Members present and voting at an Annual General Meeting.

4.7.2 Notice of Nominations for Fellow Member are to be advertised for comment by members for a period of one month prior to the Annual General Meeting.

4.7.3 Any such member may use the letters F.B.D.A.N.S.W. or M.B.D.A.N.S.W (Fellow). The use of the word "member" following the word "fellow" shall be optional.

4.7.4 Fellow Members have voting rights.

#### **4.8 Life Member**

4.8.1 The Management Committee may recommend to an Annual General Meeting or a Management Council Meeting of the Association that a member on account of meritorious service, be elected to Life Membership. Following receipt of such nomination the member may be elected as a Life Member of the Association by a two-thirds majority vote of Members present at the Annual General Meeting, or by a unanimous vote of the Delegates present at a Management Council Meeting. Every such Life Member shall be entitled to all privileges and subject to all duties of a member during his/her lifetime, save those of payment of subscriptions, levies or any other monetary dues.

4.8.2 Any such member may use the letters appropriate to his/her membership classification with the word (Life) suffixed hereto.

4.8.3 Life Members have voting rights appropriate to his/her membership classification.

#### **4.9 Retired Member**

4.9.1 Any member upon retirement may retain his/her membership status on the payment of the prescribed annual membership fees.

4.9.2 Retired Members have voting rights appropriate to his/her membership classification.

#### **4.10 Branch Member**

4.10.1 The Management Committee on receipt of an application may grant Branch membership to a body consisting of Association members representing a geographical region. The Branch shall elect a delegate to represent the Branch and that delegate shall have voting rights on behalf of the Branch.

4.10.2 A Branch only has voting rights through its representation at Management Council Meetings.

4.10.3 There shall be no limit to the number of Members in any Membership Class in a Branch.

#### **4.11 Definitions**

For the purposes of Clause 4 "Classes of Membership" the following definitions shall apply:

##### **4.11.1 Qualifications**

The requirements of this Clause are satisfied if the person holds:

- i) An approved suitable technical certification of diploma relating to building technology and/or design, and/or
- ii) An approved suitable tertiary certification and/or degree relating to building technology and/or design.

##### **4.11.2 Experience:**

The requirements of this Clause are satisfied if the person has:

- i) Not less than three years building design experience if the holder of suitable qualifications, or
- ii) Not less than eight years building design experience without being the holder of suitable qualifications, and
- iii) Satisfies the Committee that he/she is a competent building designer, possesses a sound knowledge of building construction and demonstrates a high standard of work.
- iv) For the purposes of assessing "experience", the Management Committee shall assess all aspects of the applicant's work, including, but not limited to, design competency, construction knowledge, quality of documentation, professional development, office/client/job management, professional conduct, etc. as may be appropriate in the circumstances.
- v) In exceptional circumstances, the Management Committee may approve a Membership upgrade to a Member who may not necessarily conform to the above criteria, but adequately demonstrates to and satisfies the Committee that particular status is justified.
- vi) For the purpose of assessing "experience", the Management Committee may elect to consider a minimum of two year's part-time in lieu of each full year's experience.

## **5. Membership Applications**

- 5.1 i) Every application for Student, General or Corporate Membership of the Association shall be made in writing, signed by the applicant (or appointed Corporate Representative) and signed by a Proposer and Second who must be of Chartered Member status, and be in such form as the Management Committee shall from time to time prescribe (excepting as provided under Clause 4.5.2 or Clause 4.5.3).  
ii) Every application for a Membership upgrade, whether automatic (pre-approved) or voluntary, shall be made in writing, signed by the Applicant, and be in such form as the Management Committee from time to time prescribes.  
iii) A Member being automatically upgraded from General to Principal Member in accordance with Clause 4.2.4 (iv) may not be required to complete an Upgrade Application Form.
- 5.2 The Management Committee will appoint a Membership Application Sub Committee in accordance with Clauses 16 & 25 of the Rules of Association.
- 5.3 The Membership Application sub-committee's determination of an applicant's membership class will be based entirely upon the documentation presented. The Committee may decide to request further information to be submitted.
- 5.4 The determination of the membership class of the applicant will at all times remain at the total discretion of the Membership Application sub-committee
- 5.5 In the event that an applicant is dissatisfied, he/she may appeal in writing to the Committee within 30 days of notification, and may also supply additional documentation as may be felt necessary.

## **6. Membership**

### **6.1 Fees**

- 6.1.1 i) The membership fees for each class of membership shall be determined by the Management Committee from time to time.  
ii) The membership fees for each class of membership shall be payable at such time and in such manner as the Management Committee shall from time to time determine.
- 6.1.2 Applications and Upgrades  
i) There shall be no Application Fee applied to a person applying for Student Membership.  
ii) The Application Fee for a person applying for General Membership shall be as determined by the Management Committee from time to time.  
iii) There shall be no Upgrade Fee applied, be it for either an automatic or voluntary upgrade, providing that such Membership Upgrade shall transpire upon the event of Membership Renewal.  
iv) The general Upgrade Fee which shall apply at all other times of the Membership Year, and to all Membership Classes, shall be as determined by the Management Committee from time to time.  
v) Notwithstanding the provisions of Clause 6.1.2(iii) and (iv), there shall be no Upgrade Fee applied to a Student upgrading to General Member at any time.

### **6.2 Accreditation**

- 6.2.1 The Management Council has adopted an accreditation system (as may be amended from time to time), comprising:
- BCA Competency Standards
  - Accreditation Manual
  - Accreditation Information
  - Accreditation Application Form
  - Other supporting documentation and forms
- 6.2.2 The Association will encourage each member to be accredited under the above Accreditation Programme.
- 6.2.3 Annual renewal of each member's Accreditation under the adopted system will be contingent upon payment of the current fee, and an audit of Continuing Professional Development (CPD) points as accrued under a recognised CPD Programme.

### **6.3 Continuing Professional Development**

- 6.3.1 Participation in a recognised CPD programme is required for all Chartered Members, and encouraged for all Principal Members. These requirements will also apply to all those in the aforementioned Chartered Membership Class who have attained Fellow and/or Life status.
- 6.3.2 The CPD Programme and points system will be that as adopted from time to time by the Management Council.
- 6.3.3 i) The Management Committee and the Association CPD Director will ascertain the acceptability of alternatively sourced and administered Continuing Professional Development programmes as may be presented for consideration.  
ii) The Management Committee shall present such programmes as deemed acceptable to the next meeting of the Management Council for formal ratification of adoption.
- 6.3.4 Any member required to participate in the CPD Programme, will be required to provide an Annual Statement of his/her activities as a prerequisite to renewal of Membership. Any Member participating in the CPD Programme on a voluntary basis may provide a similar Annual Statement of activities for consideration and assessment.
- 6.3.5 Failure to submit a CPD Annual Statement or a failure to achieve the requisite number of CPD points may cause Chartered Member status to be down-graded to Principal Member level. Any Chartered Member so affected will be afforded a reasonable opportunity to offer a written explanation of his/her individual circumstances for consideration by the Management Committee.

### **6.4 Risk Management**

- 6.4.1 The Management Committee will seek out and promote a suitable Risk Management (RM) Programme(s) and related educational opportunities and avenues to each member.
- 6.4.2 The Association will encourage each member active in the industry to avail him/herself of the RM Programme(s).

### **6.5 Professional Indemnity Insurance**

- 6.5.1 The Management Committee will encourage all members active in the industry to secure and carry Professional Indemnity (PI) Insurance providing a level of protection commensurate with the works undertaken.
- 6.5.2 Clause 6.5.1 will be invalidated by any government control or requirement for PI Insurance as may be deemed appropriate by that government.

## **7. ADMISSION AND REJECTION OF MEMBERS**

- 7.1 The Management Committee will, upon the receipt of any application for any class of membership together with the appropriate fee, determine the admission or rejection of the applicant.
- 7.2 Any applicant who received a majority of the votes of the members of the Management Committee present at the meeting at which such application is being considered shall be accepted as a member to the class of membership as determined by the Committee.
- 7.3 Upon the acceptance or rejection of an application for any class of membership the secretary shall forthwith give the applicant notice in writing of such acceptance or rejection.
- 7.4 In the event of rejection of an application, the Management Committee will cause to be refunded to the applicant whatever proportion of the accompanying fees as may be determined from time to time by the Committee.

## **8. TERMINATION OF MEMBERSHIP**

- 8.1 A member may resign from the association at any time by giving notice in writing to the secretary. Such resignation shall take effect at the time such notice is received by the secretary unless a later date is specified in the notice when it shall take effect on that later date.
- 8.2 If a member -
- 8.2.1 is convicted of an indictable offence; or
- 8.2.2 fails to comply with any of the provisions of Rules; or
- 8.2.3 has membership fees in arrears for a period of two months or more; or
- 8.2.4 conducts himself in a manner considered to be injurious or prejudicial to the character or interests of the Association, the Management Committee shall consider whether his/her membership shall be terminated.
- 8.3 The member concerned shall be given a full and fair opportunity of presenting his/her case and if the Management Committee resolves to terminate his/her membership it shall instruct the secretary to advise the member in writing accordingly.
- 8.4 Ethics committee procedures - When necessary the Management Committee will appoint a sub committee to examine matters related to a member's conduct. The "ethics committee" will consist of up to 5 people who will adjudicate over a matter that may come before the Association. The findings of the sub committee will be passed back to the Management Committee so that they may enact the recommendation/s of the sub committee.  
In the event that a complaint be lodged against a member of the Management Committee the appointment of the ethics sub committee will come from the Management Council.
- 8.5 A complaint made about any member of the Association will need to be in the form of a written submission if the complainant wishes the matter to be dealt with by the Management Committee or its appointed sub committee. The Management Committee will, wherever possible, give the Branches every opportunity to resolve any dispute internally. No final decision pertaining to action taken must ever circumvent those procedures outlined in Clauses 8 & 9 of the Rules of Association.

## **9. APPEAL AGAINST REJECTION OR TERMINATION OF MEMBERSHIP**

- 9.1 In the event of an application for membership being rejected, or a current membership being terminated, the person or entity may within one month of receiving written notification thereof, lodge with the secretary written notice of an intention to appeal against the decision of the Management Committee.
- 9.2 Upon receipt of such an appeal, the secretary shall convene within three months of the date of receipt of said notice, a general meeting to determine the appeal. At any such meeting, the appellant shall be given the opportunity to fully present a case and the Management Committee or those members thereof subsequently shall likewise have the opportunity of presenting their case. The appeal shall be determined by the vote of the members present as such meeting.
- 9.3 Where the rejected applicant does not appeal against the decision of the Management Committee within the time prescribed by these Rules, or so appeals but the appeal is unsuccessful, the secretary shall forthwith refund the amount of any membership subscription fee paid; however, the membership application fee will be retained by the Association.
- 9.4 Where a membership is terminated and an appeal is not lodged against the decision of the Management Committee within the time prescribed by these Rules, or the member so appeals and the appeal is unsuccessful, the appellant will not be eligible for any refund, pro rata or otherwise, of any membership subscription fee.

## 10. REGISTER OF MEMBERS

- 10.1 The Management Committee shall cause a Register to be kept in which shall be entered the name and residential address of every person, or the registered name and registered office (business address) of every entity, and the date of admission to membership of the Association.
- 10.2 Particulars shall also be entered into the Register of deaths, resignations, terminations and reinstatements of membership and any further particulars as the Management Committee or the members at any general meeting may require from time to time.
- 10.3 The Register shall be open for inspection at all reasonable times by any member who previously applies to the secretary for such inspection.

## 11. MEMBERSHIP OF MANAGEMENT COMMITTEE

- 11.1 (i) The Management Committee of the Association shall consist of a President, Vice-President, Secretary, Treasurer, all of whom shall be members of the Association, and such number of other members as the members of the Association at any general meeting may from time to time elect or appoint.
- (ii) The Immediate Past President shall automatically be appointed to the Committee, and shall remain so until such time that natural attrition occurs.
- 11.2 At Annual General Meetings of the Association, the election of office bearers to the Management Committee will hereafter take place on a rotational basis, with each pair being elected on alternate years as described below, and each for a term of two years. In the first instance, the Vice President and Treasurer **only** will retire from office; the election to those positions will be for a term of two years. In the second instance (the year following), the President and Secretary **only** will retire from office; the election to those positions will be for a term of two years. Nothing in the rules will prevent a member from being eligible for re-election.
- 11.3 The election of officers and other members of the Management Committee shall take place in the following manner:-
- (i) Any two members of the Association shall be at liberty to nominate any other member to serve as an officer or other member of the Management Committee;
- (ii) The nomination, which shall be in writing and signed by the member and his proposer and seconder, shall be lodged with the secretary at least fourteen days before the annual general meeting at which the election is to take place;
- (iii) A list of the candidates' names in alphabetical order, with the proposers' and seconders' names, shall be posted in a conspicuous place in the office or usual place of meeting of the Association for at least seven days immediately preceding the annual general meeting.
- (iv) Balloting lists shall be prepared (if necessary) containing the names of the candidates in alphabetical order, and each member present at the annual general meeting shall be entitled to vote for any number of such candidates not exceeding the number of vacancies;
- (v) Should, at the commencement of such meeting, there be an insufficient number of candidates nominated, nominations may be taken from the floor of the meeting;
- 11.4 The term member/s refers to those members with voting rights.

## **12. RESIGNATION FROM MANAGEMENT COMMITTEE**

Any member of the Management Committee may resign from membership of the Management Committee at any time by giving notice in writing to the secretary but such resignation shall take effect at the time such notice is received by the secretary unless a later date is specified in the notice when it shall take effect on that later date or such member may be removed from office at a general meeting of the Association where that member shall be given the opportunity to present fully his/her case. The question of removal shall be determined by the vote of the members present at such a general meeting.

## **13. VACANCIES OF MANAGEMENT COMMITTEE**

13.1 The Management Committee shall have power at any time to appoint any member of the Association to fill any casual vacancy of the Management Committee until the next annual general meeting. A casual vacancy of the Committee is defined as the loss of President, Vice President, Secretary or Treasurer only.

13.2 The continuing members of the Management Committee may act notwithstanding any casual vacancy in the Management Committee, but if and so long as their number is reduced below the number fixed by or pursuant to these Rules as the necessary quorum of the Management Committee, the continuing member or members may act for the purpose of increasing the number of members of the Management Committee to that number or of summoning a general meeting of the Association, but for no other purpose.

13.3 The term member refers to a member with voting rights.

## **14. FUNCTIONS OF THE MANAGEMENT COMMITTEE**

14.1 Except as otherwise provided by these Rules and subject to resolutions of the members of the Association carried at any general meeting the Management Committee -

(i) shall have the general control and management of the administration of the affairs, property and funds of the Association: and

(ii) shall have authority to interpret the meaning of these Rules and any matter relating to the Association on which these Rules are silent, providing that the full complement of Management Committee members is present for the vote and where this interpretation has ongoing ramifications for the Association, such interpretation shall be reviewed at the next Annual General Meeting.

14.2 The Management Committee may exercise all the powers of the Association -

(i) to borrow or raise or secure the payment of money in such manner as the members of the Association may think fit and secure the same or the payment or performance of any debt, liability, contract, guarantee or other engagement incurred or to be entered into by the Association in any way and in particular by the issue of debentures, perpetual or otherwise, charged upon all or any of the Association's property, both present and future, and to purchase, redeem or pay off any such securities;

(ii) to borrow money from members at a rate of interest not exceeding interest at the rate for the time being charged by bankers in Sydney for overdrawn accounts on money lent, whether the term of the loan be short or long, and to mortgage or charge its property or any part thereof and to issue debentures and other securities, whether outright or as security for any debt, liability or obligation of the Association, and to provide and pay off any such securities; and

(iii) to invest in such manner as the members of the Association may from time to time determine.

## **15. MEETINGS OF MANAGEMENT COMMITTEE**

15.1 The Management Committee shall meet at least once every calendar month to exercise its functions.

15.2 A special meeting of the Management Committee shall be convened by the secretary on the requisition in writing signed by not less than one-third of the members of the Management Committee, which requisition shall clearly state the reasons why such special meeting is being convened and the nature of the business to be transacted thereat.

15.3 At every meeting of the Management Committee a simple majority of a number equal to the number of members elected and/or appointed to the Management Committee as at the close of the last general meeting of the members, shall constitute a quorum.

- 15.4 Subject as previously provided in this rule, the Management Committee may meet together and regulate its proceedings as it thinks fit. Provided that questions arising at any meeting of the Management Committee shall be decided by a majority of votes and, in the case of equality of votes, the question shall be deemed to be decided in the negative.
- 15.5 A member of the Management Committee shall not vote in respect of any contract or proposed contract with the Association in which he/she is interested, or any matter arising thereout, and if he/she does so vote his vote shall not be counted.
- 15.6 Not less than "fourteen days" notice shall be given by the secretary to members of the Management Committee of any special meeting of the Management Committee. Such notice shall clearly state the nature of the business to be discussed thereat.
- 15.7 The President shall preside as Chairperson at every meeting of the Management Committee, or if there is no President, or if at any meeting he/she is not present within ten minutes after the time appointed for holding the meeting, the Vice-President shall be Chairperson or if the Vice-President is not present at the meeting then the members may choose one of their number to be Chairperson of the meeting.
- 15.8 If within half an hour from the time appointed for the commencement of a Management Committee meeting a quorum is not present, the meeting, if convened upon the requisition of members of Management Committee, shall lapse. In any other case it shall stand adjourned to the same day in the next week at the same time and place as the Management Committee may determine, and if at the adjourned meeting a quorum is not present within half and hour from the time appointed for the meeting, the meeting shall lapse.

## **16. SUB COMMITTEES**

- 16.1 The Management Committee may delegate any of its powers to a sub-committee consisting of such members of the Association as the Management Committee thinks fit. Any sub-committee so formed shall in the exercise of the powers so delegated conform to any regulations that may be imposed on it by the Management Committee.
- 16.2 A sub-committee may elect a Chairperson of its meetings. If no such Chairperson is elected, or if at any meeting the Chairperson is not present within ten minutes after the time appointed for holding the meeting, the members present may choose one of their number to be Chairperson of the meeting.
- 16.3 A sub-committee may meet and adjourn as it thinks proper. Questions arising at any meeting shall be determined by a majority of votes of the members present and, in the case of an equality of votes, the question shall be deemed to be decided in the negative.
- 16.4 The Management Committee will appoint a sub committee called "Management Council" and this sub committee will act as the Management Committee's primary advisers on policy matters. This "Management Council" sub committee will be comprised of elected Branch Delegates and the Executive ie. Management Committee of the Association. The Association President will chair Management Council meetings.
- 16.5 The voting rights of Management Council members will be that Branch Delegates will have a vote as outlined in the By-Laws. This item relates only to Management Council voting procedures and not to other sub committee procedures as defined in Clause 16 of the Rules of Association. The Chairman of the Management Council sub committee will only have a casting vote. The other members of the Association Management Committee sitting on the Management Council sub committee have no voting rights. In the event that the President of the Association cannot chair the meeting the Chairperson will come from the Management Committee.
- 16.6 Management Council meetings will record individual member's voting (other than unanimous voting) so that branch members have the opportunity to assess their delegates/branch direction on individual matters.
- 16.7 The meetings of the Management Council will be held not less than once yearly and the venue and timing of these meetings will be determined via consultation between the Delegates and the Management Committee. Nothing in these Rules will prevent the convening of a meeting by electronic media.

## **16.8 Advisory Groups**

- 16.8.1 The Management Committee may appoint sub-committees called the Advisory Groups. The Groups shall consist of the past members of the Management Committee or such number of eminent non-member persons from industry and other fields as the Committee may from time to time see fit to nominate, in addition to the current members of the Management Committee.
- 16.8.2 The Management Committee shall convene the Advisory Groups at such intervals and such time as the Committee sees fit.
- 16.8.3 The Advisory Groups shall act in an advisory capacity only to the Management Committee.
- 16.8.4 The persons sitting on the Advisory Groups shall not receive payment for attendance at meetings, nor for any time expended between meetings; they shall, however, be eligible for reimbursement of out-of-pocket expenses, providing that such expenses had received prior authorisation from the Committee.

## **17. ACTIONS OF MANAGEMENT COMMITTEE**

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

## **18. RESOLUTIONS**

A resolution in writing signed by all the members of the Management Committee for the time being entitled to receive notice of a meeting of the Management Committee shall be as valid and effectual if it had been passed at a meeting of the Management Committee duly convened and held. Any such resolution may consist of several documents in like form, each signed by one or more members of the Management Committee.

## **19. ANNUAL GENERAL OR GENERAL MEETINGS**

The first general meeting shall be held at such time, not being less than one month nor more than three months after the incorporation of the Associations, and at such place as the Management Committee may determine.

## **20. AGM BUSINESS AND DATE**

- 20.1 With the exception of the first annual general meeting of the Association, the Association shall, at least once in each calendar year and within the period of 6 months after the expiration of each financial year of the Association, convene an annual general meeting of its members.
- 20.2 The Association shall hold its first annual general meeting:-  
(i) Within the period of 18 months after its incorporation under the Act; and,  
(ii) Within the period of 2 months after the expiration of the first financial year of the Association.
- 20.3 Clauses 20.1 and 20.2 have effect subject to any extension or permission granted by the Commission under Section 26(3) of the Act.
- 20.4 Branches are to hold their annual general meetings at their next meeting following the Association's annual general meeting.

The annual general meeting of the Association is, subject to the Act and to this rule to be convened on such date and at such place and time as the committee thinks fit.

In addition to any other business, which may be transacted at an annual general meeting, the business of an annual general meeting is to include the following:

- (i) to confirm the minutes of the last preceding annual general meeting and of any special general meeting held since that meeting;
- (ii) to receive from the committee reports on the activities of the Association during the last preceding financial year;
- (iii) to elect office-bearers of the Association and ordinary members of the committee;
- (iv) to receive and consider the statement which is required to be submitted to members under section 26 (6) of the Act.

20.5 An annual general meeting must be specified as such in the notice convening it.

## **21. SPECIAL GENERAL MEETINGS**

The secretary shall convene a special general meeting -

- (i) when directed to do so by the Management Committee; or
- (ii) on the requisition in writing signed by not less than one-third of the members presently on the Management Committee or not less than the number of ordinary members of the Association which equals double the number of members presently on the Management Committee plus one. Such requisition shall clearly state the reasons why such special general meeting is being convened and the nature of the business to be transacted thereat; or
- (iii) on being given a notice in writing of an intention to appeal against the decision of the Management Committee to reject an application for membership or terminate the membership of any person.

## **22. GENERAL MEETINGS**

22.1 At any general meeting the number of members required to constitute a quorum shall be double the number of members presently on the Management Committee plus one.

22.2 No business shall be transacted at any general meeting unless a quorum of members is present at the time when the meeting proceeds to business. For the purposes of this rule "member" includes a person attending as a proxy or as representing a corporation, which is a member.

22.3 If within half an hour from the time appointed for the commencement of a general meeting a quorum is not present, the meeting, if convened upon the requisition of members of the Management Committee or the Association, shall lapse. In any other case it shall stand adjourned to the same day in the next week at the same time and place, or to such other day and at such other time and place as the Management Committee may determine, and if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting, the members present shall be a quorum.

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

## **23. NOTICE OF GENERAL MEETINGS**

23.1 The Secretary shall convene all general meetings of the Association by giving not less than 14 days notice of any such meeting to the members of the Association.

23.2 The manner by which such notice shall be given shall be determined by the Management Committee: Provided that notice of any meeting convened for the purpose of hearing and determining the appeal of a member against the rejection or termination of his membership by the Management Committee, shall be given in writing. Notice of a general meeting shall clearly state the nature of the business to be discussed thereat.

**24. CONDUCT OF GENERAL MEETINGS**

Unless otherwise provided by these Rules, at every general meeting

24.1 The President shall preside as Chairperson, or if there is no President, or if he/she is not present within fifteen minutes after the time appointed for the holding of the meeting or is unwilling to act, the Vice-President shall be the Chairperson or if the Vice-President is not present or is unwilling to act then the members present shall elect one of their number to be Chairperson of the meeting;

- (i) The Chairperson shall maintain order and conduct the meeting in a proper and orderly manner;
- (ii) every question, matter or resolution shall be decided by a majority of votes of the members present;
- (iii) every member present shall be entitled to one vote and in the case of an equality of votes the Chairperson shall have a second or casting vote, provided that no member shall be entitled to vote at any general meeting if his/her annual subscription is more than one month in arrears at the date of the meeting;
- (iv) voting shall be by show of hands or a division of members, unless not less than one-fifth of the members present demand a ballot, in which event there shall be a secret ballot. The chairperson shall appoint two members to conduct the secret ballot in such manner as he/she shall determine and the result of the ballot as declared by the Chairperson shall be deemed to be the resolution of the meeting at which the ballot was demanded;
- (v) all votes must be given personally or by proxy but no member may hold more than five (5) proxies;
- (vi) the instrument appointing a proxy shall be in writing, in the common or usual form under the hand of the appointor or of his attorney duly authorised. A proxy may but need not be a member of the Association. The instrument appointing a proxy shall be deemed to confer authority to demand or join in demanding a secret ballot;
- (vii) Proxy and Postal votes are allowed only when full and open discussion of the subject to be voted on is available to all members prior to that meeting. Where the matter to be decided on cannot be discussed by members prior to the meeting then only members present at the meeting may vote. Proxy and Postal votes are not permitted in this instance.

24.2 Where it is desired to afford members an opportunity of voting for or against a resolution the instrument appointing a proxy shall be in the following form or a form as near thereto as circumstances permit:-

BUILDING DESIGNERS ASSOCIATION OF NEW SOUTH WALES INC.:

I, .....of .....being a member of the above named Association, hereby appoint .....

of.....as my proxy to vote for me on my behalf at the (annual) general meeting of the Association,

to be held on the .....day of .....20.....

Signed this .....day of .....20.....

Signature

This form is to be used in \* favour of the .....resolution.  
\* against

\* Strike out whichever is not desired. (Unless other-wise instructed, the proxy may vote as he/she thinks fit.);

24.3 The instrument appointing a proxy shall be deposited with the secretary prior to the commencement of any meeting or adjourned meeting at which the person named in the instrument proposes to vote; and

- (i) the secretary shall cause full and accurate minutes of all questions, matters, resolutions and other proceedings of every Management Committee meeting and general meeting to be entered in a book to be open for inspection at all reasonable times by any financial member who previously applies to the secretary for that inspection. For the purposes of ensuring the accuracy of the recording of such minutes, the minutes of every Management Committee meeting shall be signed by the Chairperson of that meeting or the Chairperson of the next succeeding Management Committee meeting verifying their accuracy. Similarly, the minutes of every general meeting shall be signed by the Chairperson of that meeting or the Chairperson of the next succeeding general meeting; Provided that the minutes of any annual general meeting shall be signed by the Chairperson of that meeting or the Chairperson of the next succeeding general meeting or annual general meeting.

## **25. BY-LAWS**

- 25.1 The Management Committee may from time to time make, amend or repeal by-laws, not inconsistent with these Rules, for the internal management of the Association and any by-law may be set aside by a general meeting of members.

## **26. ALTERATION OF RULES**

Subject to the provisions of the Association Incorporation Act 1984 - Regulation 1994, Clause 8 these rules may be amended, rescinded or added to from time to time by a special resolution carried at any annual general meeting or special general meeting.

## **27. COMMON SEAL**

The Management Committee shall provide for a Common Seal and for its safe custody. The Common Seal shall only be used by the authority of the Management Committee and every instrument to which the seal is affixed shall be signed by a member of the Management Committee and shall be countersigned by the secretary or by a second member of the Management Committee or by some other person appointed by the Management Committee for the purpose.

## **28. FUNDS AND ACCOUNTS**

- 28.1 The funds of the Association shall be deposited in the name of the Association in such Bank(s), Permanent Building Society(ies), or the like, as the Management Committee may from time to time direct.
- 28.2 Proper accounts shall be kept and maintained either in writing, printed or electronic form (capable of printed retrieval) in the English language, showing correctly the financial affairs of the Association and all the particulars as usually shown in books of a like nature.
- 28.3 All moneys shall be deposited as soon as practicable after receipt thereof.
- 28.4 All amounts of twenty dollars or over shall be paid by cheque signed by any two of the president, secretary, treasurer or other member authorised from time to time by the Management Committee, except as permitted by Clause 28.6 and 28.7 following. All expenditure undertaken as described above shall be approved or ratified at the Management Committee immediately following.
- 28.5 Cheques shall be crossed "not negotiable" except those in payment of wages, allowances or petty cash recoupment which may be open.
- 28.6 The Management Committee shall determine the holding by the Association of a Corporate Card Account. Such Card will be held in the name of the Association, with the Treasurer as the nominated signatory. The operation of such card by the Treasurer will only be permitted upon obtaining the prior written authorisation of the remaining two signatories for each individual transaction to be undertaken. The Treasurer shall cause the Bank statement for the Card Account to be fully reconciled against said authorisations at every Management Committee meeting, or any other additional meeting(s) as the Committee may from time to time decide.
- 28.7 Internet Banking.  
The Management Committee shall determine the operation of an Internet Banking Facility to allow third party transfers to settle selected accounts, being those such as for staff, utilities and regular services. The Treasurer shall cause the bank statements and/or printouts for all Internet Banking transactions to be fully reconciled at every Management Committee meeting.
- 28.8 As soon as practicable after the end of each financial year the treasurer shall cause to be prepared a statement containing particulars of -
- (i) the income and expenditure for the financial year just ended; and
  - (ii) the assets and liabilities and of all mortgages, charges and securities affecting the property of the Association at the close of that year.

28.9 All such statements shall be examined by the auditor who shall present his report upon such audit to the secretary prior to the holding of the annual general meeting next following the financial year in respect of which such audit was made.

28.10 The income and property of the Association whencesoever derived shall be used and applied solely in promotion of its objects and in the exercise of its powers as set out herein and no portion thereof shall be distributed, paid or transferred directly or indirectly by way of dividend, bonus or otherwise by way of profit to or amongst the members of the Association provided that nothing herein contained shall prevent the payment in good faith of interest to any such member in respect of moneys advanced by him/her to the Association or otherwise owing by the Association to him/her or of remuneration to any officers or servants of the Association or to any member of the Association or other person in return for any services actually rendered to the Association so as to prevent the payment or repayment to any member of out of pocket expenses, money lent, reasonable and proper charges for goods hired by the Association or reasonable and proper rent for premises demised or let to the Association.

## **29. DOCUMENTS**

The Management Committee shall provide for the safe custody of Books, documents, instruments of title and securities of the Association.

## **30. FINANCIAL YEAR**

The financial year of the Association shall close on **30<sup>th</sup> June** each year.

## **31. DISTRIBUTION OF SURPLUS ASSETS**

If the Association shall be wound up in accordance with the provisions of the Association Incorporation Act 1981-1988, and there remains, after satisfaction of all its debts and liabilities, any property whatsoever, the same shall not be paid to or distributed among the members of the Association, but shall be given or transferred to some other institution or institutions having objects similar to the objects of the Association, and which shall prohibit the distribution of its or their income and property among its or their members to an extent at least as great as is imposed on the Association under or by virtue of rule 28(10), such institution or institutions to be determined by the members of the Association.

## **32. INSPECTION OF BOOKS**

The records books and other documents of the Association shall be open to inspection, free of charge, by a member of the Association at any reasonable hour.

## **33. STANDING ORDERS**

Standing orders for the conduct of business shall be in accordance with the Rules of Association.

## **34. SUPPORTING DOCUMENTS**

The Standing Orders and By-Laws are contained in the "Operations Manual".

## NOTES

## NOTES