

# **Institute of Hospitality in HealthCare Limited.**

FOR THE PROMOTION OF HOTEL SERVICES *in* HEALTHCARE  
NOTRE IDEAL *est* SEVIR

A.C.N. 005 887 570

**CORPORATIONS LAW AS AMENDED  
COMPANY LIMITED BY GUARANTEE**

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**COMPANY LIMITED BY GUARANTEE**  
**MEMORANDUM OF ASSOCIATION**  
of  
**INSTITUTE OF HOSPITALITY IN HEALTHCARE LIMITED**  
**INTERPRETATION**

1. The name of the company is "INSTITUTE OF HOSPITALITY IN HEALTHCARE LIMITED" (hereinafter called "the Institute").

2. The objects for which the Institute is established are:

(a) To promote encourage and provide for the advancement and regulation of Health and Aged Care Hotel Services in Australia and elsewhere. To cultivate and maintain the highest possible standards of knowledge, skill, ethics, service and efficiency amongst persons engaged in Health and Aged Care Hotel Services.

(b) To promote and assist in the education and training in the Health and Aged Care Hotel Services and other Catering Industries. To assist and encourage the further study and training of members and others to furnish information on research work and new developments in the field of Health and Aged Care Hotel Services.

(c) To improve the general standard of Health and Aged Care Hotel Services in Australia and to promote and foster mutual confidence between Hospitals, Aged Care Facilities and Hospital Caterers by bringing into existence and maintaining a body of Hotel Services recognised for their high degree of skill and competence.

(d) To advance and protect the status and economic and employment conditions of persons engaged in Health and Aged Care Hotel Services, and Hospital Catering and to liaise with and act in an advisory capacity.

(e) To take over the funds and other assets and liabilities of the present unincorporated Association known as "The Victorian Hospitals Catering Manager's Association" solely for the purpose of carrying out the aforesaid objects and not otherwise.

(f) To admit to membership of the Institute such persons as shall be eligible in accordance with the regulations thereof and shall conform thereto.

(g) To provide facilities for and to promote and assist in the holding of meetings, conventions and discussions on all matters relating to the aforesaid objects.

(h) To hold or arrange competitions and provide or contribute towards the provision of prizes, awards and distinctions in connection with any of the objects of the Institute.

*Provided that no member of the Institute shall receive any prize, award or distinction of monetary value except as a successful competitor at any competition held or promoted by the Institute.*

(i) To issue to members, certificates of competence in Health and Aged Care Hotel Services and Hospital Catering or in connection with any of the objects of the Institute provided that every certificate, on the face of it, shall show that it is merely a certificate granted on an examination by the Company or upon other qualifications

prescribed by the articles of association for the time being in force and that it does not take effect under any statutory or public power.

(j) To subscribe to, become a member of and co-operate with or amalgamate with any other association organization, whether incorporated or not, whose objects are similar to those of the Institute.

Provided that the Institute shall not subscribe to or support with its funds or amalgamate with, any association or organization 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 Institute under or by virtue of Clause 3 of this memorandum.

(k) To buy, sell and deal in all kinds of apparatus and all kinds of provisions, liquid and solid, required for use by the members of the Institute or other persons frequenting the Institute's premises.

(l) To purchase, take on lease or in exchange, hire and otherwise acquire any lands, building, easements or property, real and personal, and any rights or privileges which may be requisite for the purpose of, or capable of being conveniently used in connection with, any of the objects of the Institute.

*Provided that in each case the Institute shall take or hold any property which may be subject to any trusts the Institute shall only deal with the same in such manner as is allowed by law having regard to such trustees.*

(m) To enter into any arrangements with any government or authority, supreme, municipal, local or otherwise, that may seem conducive to the Institute's objects or any of them and to obtain from any such government or authority any rights, privileges and concessions which the Institute may think it desirable to obtain, and to carry out, exercise and comply with any such arrangements, rights, privileges and concessions.

(n) To appoint, employ, remove or suspend such managers, clerks, secretary, servants, workmen and other persons as may be necessary or convenient for the purposes of the Institute.

(o) To establish and support or aid in the establishment and support of associations, institutions, funds trusts and conveniences calculated to benefit employees or past employees of the Institute or the dependants or connections of any such persons; and to grant pensions and allowance; and to make payments towards insurance; and to subscribe or guarantee money for charitable or benevolent objects, or any public, general or useful object.

(p) To invest and deal with the money of the Institute not immediately required in such manner as the Committee thinks fit.

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

(r) To make, draw, accept, endorse, discount, execute and issue promissory notes, bills of exchange, bills of lading and other negotiable or transferable instruments.

(s) 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 Institute.

(t) To take hold mortgages, loans and charges to secure payments of the purchase price or any unpaid balance of the purchase price of any part of the Institute's property of whatsoever kind sold by the Institute or any money due to the Institute from purchasers and others.

(u) To take any gift of property whether subject to any special trust or not, for any of the objects of the Institute but subject always to the proviso in paragraph (k) of this clause 2.

(v) 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 Institute, in the shape of donations, annual subscriptions or otherwise.

(w) To print publish and distribute any newspapers, periodicals, books or leaflets that the Institute may think desirable for the promotion of its objects.

(x) To purchase or otherwise acquire and undertake all or any part of the property, assets, liabilities and engagements of any one or more of the companies, institutions, societies or associations with which the Institute is authorized to amalgamate.

(y) To transfer all or any part of the property, assets, liabilities and engagements of the Institute to any one or more of the companies, institutions, societies or associations with which the Institute is authorized to amalgamate.

(z) To make donations for patriotic or charitable purposes.

3. The income and property of the Institute, whencesoever derived, shall be applied solely towards the promotion of the objects of the Institute as set forth in this memorandum of association; and no portion thereof shall be paid or transferred, directly or indirectly, by way of dividend, bonus or other wise to the members of the Institute.

Provided that nothing herein contained shall prevent the payment in good faith, to any officers or servants of members of the Institute, in return for any services actually rendered to the Institute or for goods supplied in the ordinary and usual way of business to the Institute, or being the payment of interest at a rate not exceeding the rate for the time being fixed for the purpose of this paragraph by the articles of association on money borrowed by the Institute, or being reasonable and proper rent for premises demised or let to the Institute, but so that no member of the Committee or governing body of the Institute shall be appointed to any salaried office of the Institute or to any office of the Institute paid by fees and so that no remuneration or other benefit in money or money's worth shall be paid or given by the Institute to any such member of the Committee or governing body except repayment of out-of-pocket expenses or interest at the rate aforesaid on money lent to the Institute or reasonable and proper rent for premises demised or let to the Institute.

4. The liability of the members is limited.

5. Every member of the Institute undertakes to contribute to the assets of the Institute, in the event of the same being wound up while he is a member, or within

one year after he ceases to be a member, for payment of the debts and liabilities of the Institute (contracted before he 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, such amounts as may be required, not exceeding fifty dollars (\$50).

6. If upon the winding-up or dissolution of the Institute 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 Institute, but shall be given or transferred to some other institution or institutions having objects similar to the objects of the Institute, and whose memorandum of association or constitution 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 Institute under or by virtue of clause 3 hereof, such Institution or Institutions to be determined by the members of the Institute at or before the time of the dissolution. If the members are unable to decide or determine which Institution or Institutions are to receive the sold property then the same may be given or transferred or applied to or for such public Charitable Institutions or purposes as determined by the members at or before the time of the dissolution. In default of both of the above, application shall be made to the Supreme Court for determination on the disposal of the said property.

7. True accounts shall be kept of the sums of money received and expended by the Institute, and the matter in respect of which such receipt and expenditure takes place and of the property, credits and liabilities of the Institute and, subject to any reasonable restrictions as to the time and manner of inspecting the same that may be imposed in accordance with the Articles of Association for the time being in force shall be open to the inspection of the members. Once at least in every year, the accounts of the Institute shall be examined by one or more properly qualified Auditor or Auditors who shall report to the members in accordance with provisions of the Companies Act 1961 as amended or re-enacted

8. The names, addresses and occupations of the subscribers are as follows:

WE, the several persons whose names and addresses are subscribed are desirous of being formed into a company in pursuance of the memorandum of association -

**David John Terrill**  
6 Vanessa Avenue  
Keysborough 3171

Catering Manager

**William Harvey Doig**  
Box 19  
Leopold 3224

Catering Officer

**Robert Stanley Wade**  
31 Garnet Street  
West Essendon 3040

Director of Catering

**Susan Margaret Bonaker**  
13 Leicester Street  
Fitzroy 3065

Dietary Services  
Director

**Trevor John Brownrigg**  
287 McKinnon Road  
McKinnon 3204

Catering Services Manager

**Randal Leif Barkald**  
19 Warrington Avenue  
Vermont South 3133

Catering Manager

**Ronald Ian Bruce**  
41 Worrell Street  
Donvale 3111

Food Services Manager

**Colyn Alfred Rees**  
6 Robinia Street  
Frankston 3199

Catering Officer

**Alan Richard Humble**  
64 Molesworth Street  
North Melbourne 3151

Catering Manager

**Philip Gregory Stevens**  
9 Highview Road  
North Balwyn 3104

Assistant Food / Services Manager

**Helen Ringrose**  
2/1 Fabian Court  
Maribyrnong 3032  
Chief Dietitian/ Food Services Manager

Dated the            day of            1981.

**CORPORATIONS LAW AS AMENDED  
COMPANY LIMITED BY GUARANTEE  
ARTICLES OF ASSOCIATION  
of  
INSTITUTE OF HOSPITALITY IN HEALTHCARE LIMITED  
INTERPRETATION**

**Interpretation:**

1. In these regulations:

The law means the Corporations Law 1989 (with as amended on the re-enacted)

The “Institute” means the Institute of Hospitality in HealthCare Limited

The unincorporated Association means the unincorporated body known as The Victorian Hospital Catering Managers Association.

The “Board” refers to the National Board and/or governing council of the Institute as elected by the members through state election.

“Committee” means the state and regional branches of the Institute;

“Hospital and Aged Care” means any Institution or Organisation established for the treatment or cure of or attention to any disease or ailment or any injury consequent on any accident or for the maintenance and provision of medical surgical and/or dental attention, medicines and surgical appliances or for the nursing of any patient or resident, and includes any aged care institution or organisation that is on the register of the Victorian Health Commission or of such other relevant statutory body which may be created by the State or

Commonwealth Governments from time to time for the care of the aged or infirm or of convalescent or incurable persons or persons suffering from a chronic ailment or such other Institutions as the Institute shall determine from time to time:

“Aged Care” means any Institution or Organisation established for the purposes of housing the elderly in a Nursing Home, Hostel, and Retirement Village

“Hotel Services Manager” means persons who may be employed full time or part time as Catering Managers, Food Service Managers, General Service Managers, Domestic or Cleaning Supervisors, Food or Catering Distribution Managers/ Supervisors in general persons employed to provide “Hotel Services” to those clients within an Aged and Healthcare Facility.

“The Seal” means the common seal of the Institute;

“Secretary” means any person appointed to perform the duties of a secretary of the Institute and includes an honorary secretary.

“State’ means the State of Victoria. Expressions referring to writing shall, unless the contrary intention appears, be construed as including references to printing, lithography, photography and other modes of representing or reproducing words in a visible form, words importing the singular number include the plural number and vice versa:

Words importing the masculine gender include the feminine gender:

Words or expressions contained in these articles shall be interpreted in accordance with the provisions of the Companies Act 1961 as amended and of the Act as in force at the date at which these articles become binding on the Institute;

2. The Institute is established for the purposes set out in the memorandum of association

### **Membership:**

3. The number of members with which the Institute proposes to be registered is 1000 but the Committee may from time to time register an increase of members.

4. The subscribers to the memorandum of association and such other persons as the Committee shall admit to membership in accordance with these articles shall all be members of the Institute

5. If the whole of the funds and other assets of the unincorporated Association become the absolute property of the Institute forthwith after its incorporation then every person who at the date of incorporation of the Institute is a member of the unincorporated Association and who on or before the 1st day of January 1982 agrees in writing to become a member of the Institute shall be admitted by the Committee to membership of the Institute.

Every member of the Institute who previously to his agreeing to become a member of the Institute has paid his subscription due on the first day of January 1981, as a member of the unincorporated Association shall not be liable to pay any further sum by way of annual subscription to the Institute for the period prior to the First day of January 1982.

6. To be eligible for membership to the Institute the applicant must be currently employed full or part time in a Healthcare Facility includes Aged Care in an Administrative or Supervisory position within the areas of Hotel Services, the persons may also be studying Hospitality Management or may have association with the same, refer to Healthcare Network Membership.

7. There will be eight categories of membership; all members will be entitled to one vote at Institute Meetings except where otherwise stated in the definition of the category of membership. All categories of membership are eligible by election for membership to a State or Regional Committee except Affiliate and Honorary Members. Executive positions (e.g. State Chairperson, Vice Chairperson and Treasurer) must only be held by persons who have attained Full, Fellow or Life and Provisional Membership of the Institute. This ruling also applies to those members elected to the National Board, except Provisional.

a. **Life Member:** the National Board shall by unanimous resolution of its members, have the power to elect as a Life Member such person as in its opinion is deserving of recognition for service to the Institute in particular: and to the Health and Aged Care Industry in the area of Hotel Services. The service must be for a period of at least twenty years.

- b. **Fellow Member:** shall be member who has been invited to take up this grading by the National Board in recognition of service to Hotel Services within the Healthcare industry whilst meeting the following criteria:
- i. The member will hold a Degree or Diploma of Hospitality or Hotel Management from a recognized University, College or Institute of Education or Formal Qualification (as determined by the National Board) which will include study in all facets of the industry or competence in areas relevant to their current employment. The member will have been engaged in Hotel Services for a period of at least seven years and will have been a Full Member for at least five years immediately preceding any invitation.
- c. **Full Member:** shall be a member who has obtained a Degree or Diploma in Food Service and / or Catering or in Hotel Services from a recognized University, College or Institute of Education, (or such other qualification as the committee of the Institute shall determine). The member will have been employed in Hotel Services in a managerial position within a Healthcare facility and completed a period of at least one year as a Provisional member.
- d. **Provisional Member:** will be members who meet either of the following criteria,
- i. The member will have obtained a Degree or Diploma of Hospitality or Hotel Management from a recognized University, College or Institute of Education or Formal Qualification (as determined by the National Board) which will include study in all facets of the industry or competence in areas relevant to their current employment.
- ii. Members who may have no formal qualification but are employed full-time in a position as Hotel Services Manager and have been employed in that position for at least four years immediately preceding the application for membership or upgrading.
- e. **Licentiate Member :** will be persons who have enrolled in an approved course of study relative to the Hotel Services Industry. A Licentiate Member will be entitled to vote on matters arising but in relation only to matters concerning student affairs but not otherwise. Grading will be relative to the period of study only, and no longer than four years
- f. **Associate Member:** shall be persons who are currently employed full-time or part time in the Hotel Services area of a Health or Aged Care facility. The person will be employed in a Managerial or Supervisory Position as a minimum requirement.
- g. **Honorary Member:** the National Board shall by unanimous decision of its members have the power to elect a person to Honorary Membership. The person must have rendered eminent service over a number of years to the Institute in particular: and to the Hotel Services area of Healthcare facilities in general. Honorary Members will be entitled to attend meetings and other activities of the institute but will not be entitled to a vote in respect of any matters that are concerned with Agenda items at the Annual General Meeting. The person will be exempt from payment of membership subscriptions.

h. **Healthcare Network Member:** shall be a person who may be employed within the Hotel Service area or provides services too the Hotel Services area of a Healthcare Facility. They will be a professional but differ from the other categories of membership in that they may not be employed full-time or part time as a Hotel Services Manager. Persons who may fill these criteria could be a Food Technologist, Dietitian, Health Surveyor or other professional persons providing services similar to a Healthcare facility.

i. **Affiliate Member:** shall be members who have left the Healthcare Industry and previously held a professional category of membership within the Institute and wish to remain a member. The period of Affiliate membership will be determined by the National Board after application; but will not be more than two years. Affiliate members will be eligible to return to their previous category of membership on return to full-time or part time employment within the Hotel Services area of a Healthcare Facility.

8. Every applicant for membership of the Institute or for a change in the category of his membership of the Institute (other than Honorary Members and Life Members and the subscribers to the memorandum of association and members of the unincorporated association referred to in Article 5) shall be proposed by one and seconded by another member of the Institute to both of whom the applicant shall be personally known. The application for membership shall be made in writing, signed by the applicant and his proposer and seconder and shall be in such form as the Committee from time to time prescribes.

9. At the next meeting of a State Committee after the receipt of any application for membership, or for a change in the category of membership such application shall be considered by the Committee, who shall thereupon determine upon the admission or rejection of the applicant. In no case shall the Committee be required to give any reason for the rejection of an applicant.

10. When an applicant has been accepted for membership or for a change in the category of his membership the National Registrar shall forthwith send to the applicant written notice of his acceptance and in the case of a new member a request for payment of the first annual subscription. Upon payment of his first annual subscription the applicant for new membership shall become a member of the Institute provided nevertheless that if such payment be not made within two calendar months after the date of the notice, the Committee may in its discretion cancel its acceptance of the applicant for membership of the Institute.

11. The annual subscription paid by the members of the Institute shall be such as the Institute members agree to at their Annual General Meeting. This fee may from time to time be altered, in accordance with recommendations made by the National Board; at the date of issue the entrance fee shall be equal for all categories of membership except for the Network Member. All fees will be reviewed annually by the National Board.

12. Annual subscriptions will become due and payable in advance of the 1st day of January in each year.

## CESSATION OF MEMBERSHIP

13. If the Subscription of a member shall remain unpaid for a period of six calendar months, or as the Committee may determine, after it becomes due; the member may after notice of default by the Secretary or Honorary Treasurer, be debarred by resolution of the Committee from all privileges of membership provided then that the Committee may reinstate the member after payment of all arrears if the Committee thinks fit to do so.

14 A member may at any time by giving notice in writing to the Secretary resign his membership of the Institute and shall continue liable for any annual subscription arrears due and unpaid at the date of his resignation and for all other moneys due by him to the Institute and in addition for any sum not exceeding fifty dollars for which he is liable as a member of the Institute under clause 5 of the Memorandum of Association of the Institute.

14A. if any Member resigns from or no longer works in the Hospital/Aged Care Field as a "Hotel Services Manager", his Membership of the Institute will be down-graded to that of an Affiliate Member. If he should be reappointed as a "Hotel Services Manager" within a period of two years then the member may reapply for Membership as set out in Article 15 for the grade held prior to down-grading.

15. The Committee may re-admit to membership any person who has been expelled from membership or whose membership was terminated provided he satisfies the Committee that he is worthy of readmission and pays such amount in respect of arrears of subscriptions as the Committee may determine. The Committee will not on such an application for readmission review, annul or amend the decision of the Disciplinary Committee or the decision (if any) of the Disciplinary Tribunal which led to the expulsion of the member. The Committee will not consider any such application until the expiration of five years from the date of the Committee's expulsion resolution.

16.

(1) Subject to these Articles, the Committee may by resolution:

(a) Expel a member from the Institute;

(b) Suspend a member from membership of the Institute for a specified period; or

(c) Censure and/or fine a member if the Committee is of the opinion that the member:

(i) Has wilfully refused or neglected to comply with the provisions of the Memorandum and Articles of Association of the Institute; or

(ii) Has been guilty of conduct unbecoming of a member of the Institute or prejudicial to the interests of the Institute.

(2) A resolution of the Committee under sub-article (1);

(a) Does not take effect unless the Committee has considered the recommendation of the Disciplinary Committee under Article 16E prior to passing the resolution; and

(b) Does not take effect until the Member's rights under Article 16H have been exhausted.

## **COMPLAINTS AGAINST MEMBERS**

16A The President upon receipt of a complaint from any person (“the Complainant”) made against a member of the Institute (“the Respondent”) shall refer such complaint to the Disciplinary Committee provided:

(a) the member against whom the complaint is made is given written notice of the complaint requesting that he provide his written reply thereto within seven days of the date of the notice;

(b) the President having considered the complaint and the member’s written reply considers that the complaint ought to be referred to the Disciplinary Committee, and  
(c) written notice of the President decision is given to the Complainant and Respondent.

16B The President in deciding whether to refer a complaint to the Disciplinary Committee shall at all times act in a confidential manner.

16C Where the President considers that the complaint not be referred to the Disciplinary Committee written notice of the decision shall be sent to the Complainant and to the Respondent.

16D The decision of the President referred to in Article 16C shall be final and can not be appealed against.

## **DISCIPLINARY COMMITTEE**

16E

(1) Complaints against members of the Institute referred by the President under Article 16C shall be considered by the Disciplinary Committee constituted as in Article 16F.

(2) The Disciplinary Committee:

(a) Shall determine whether a complaint made against a member of the Institute and referred to it by the President has been proven or not:

(b) if a complaint against a member has been found to be proved, shall recommend to the Committee what sanction or sanctions is or are appropriate to be levied on the Respondent; and

(c) Shall recommend to the Committee the findings and decision of the Disciplinary Committee and whether the name of the Respondent be published.

(3) Without limiting the generality of Article 16E(2Xb) the sanctions the Disciplinary Committee may recommend include:

(a) termination of membership;

(b) suspension of membership for a defined period;

(c) downgrading of membership categorisation;

(d) suspension from any office holding position be it regional or national for a defined period;

(e) reprimand;

(f) caution.

16F

(1) The Disciplinary Committee shall consist of:

- (a) The President;
- (b) The Secretary;
- (c) A Fellow Member appointed by the Committee;
- (d) A Fellow Member not being one of the above, chosen by the Respondent; and
- (e) One or more persons (not being one of the above) chosen by the Committee to provide specialist knowledge relevant to the complaint.

(2) All members of the Disciplinary Committee (excepting all members appointed under sub-article (1e) who shall not be entitled to vote) shall, subject to these Articles, have one vote each.

### **PROCEEDINGS OF THE DISCIPLINARY COMMITTEE**

16G

(1) The Disciplinary Committee shall meet in such place and at such times as the Committee may determine.

(2) Notice of a hearing before the Disciplinary Committee shall be given to the Respondent and to the Complainant within 14 days of the referral to the Disciplinary Committee.

(3) A quorum of the Disciplinary Committee shall consist of all persons outlined in Article 16F1 (a to d) and, if chosen, all person or persons chosen pursuant to Article 16F1 (e).

(4) No hearing of the Disciplinary Committee shall be conducted unless a quorum is present.

(5) The President of the Institute shall preside as Chairman at hearings of the Disciplinary Committee.

(6) All hearings before the Disciplinary Committee are to be confidential and conducted in private.

(7) At hearings of the Disciplinary Committee Fellow Members (not being persons referred to in sub-article 16F1 chosen by the Committee and the Respondent will present submissions against and for the Respondent respectively.

(8) At the close of submissions for and against the Respondent the members of the Disciplinary Committee entitled to vote shall retire to determine the decision of the Disciplinary Committee

(9) A transcript of all proceedings before the Disciplinary Committee shall be made and forwarded at no cost to the Respondent, the Complainant and to each voting member of the Disciplinary Committee.

(10) Non voting members of the Disciplinary Committee (if any) shall, upon the request of any voting member of the Disciplinary Committee provide an opinion within the area of expertise of that non voting member in relation to the complaint the hearing of which the non voting member sat as a member of the Disciplinary Committee

(11) Whether or not a case has been proven against a Respondent shall be determined by a majority of voting of members of the Disciplinary Committee. In the event of an equality of vote, the President of the Institute as Chairman of the Disciplinary Committee may exercise a second or casting vote.

(12) If a case is found by the Disciplinary Committee to be proven against the Respondent the voting members of the Disciplinary Committee shall determine the appropriate sanction to be recommended to the Committee. In the event that no recommended sanction or sanctions of the President of the Institute as Chairman of the Disciplinary Committee shall be deemed to be that of the Disciplinary Committee.

(13) When the decision and, if applicable, the recommended sanction or sanctions of the Disciplinary Committee is or are arrived at in accordance with these Articles the President as Chairman shall by confidential written notice inform the Secretary of same.

(14) Upon receipt of the written notice by the Secretary pursuant to sub-article (13) the Secretary shall by notice in writing inform the Respondent and the Complainant of the date the Disciplinary Committee is to hand down its decision, such date not being less than fourteen days after the date of service of the notice to the Respondent.

(15) The decision, and the recommendation or recommendations (if any) of the Disciplinary Committee shall be in writing a copy of which shall be given to the Respondent.

(16) Any recommendation or recommendations of the Disciplinary Committee shall not be implemented until the expiration of the fourteen day period referred to in sub-article 16H1

## **APPEALS FROM DECISIONS OF THE DISCIPLINARY COMMITTEE**

### **16H**

(1) Where the Disciplinary Committee decides that the case against the Respondent is proven and recommends that a sanction be levied against the Respondent, the Respondent may, within fourteen days commencing on the day after the decision and the recommendation or recommendations is or are handed down, by notice in writing sent to the Secretary, appeal against either, all or any of:

- (a) the decision;
- (b) the appropriateness of any sanction or sanctions recommended;
- (c) the harshness of any sanction or sanctions recommended.

(2) The only grounds on which an appeal can be based are:

(a) that the Disciplinary Committee erred in finding that the complaint was proven in that the weight of the evidence supplied did not support the complaint;

(b) that the sanction or sanctions or any of them recommended by the Disciplinary Committee was or were inappropriate and/or excessive.

## **DISCIPLINARY TRIBUNAL**

16I The Secretary upon receipt of a notice in accordance With Article 16H ("the Notice of Appeal") shall convene the sitting of the Disciplinary Tribunal and refer the appeal to the Disciplinary Tribunal forwarding to each member thereof:

- (a) a copy of the complaint and the Respondents reply:

- (b) a copy of the transcript of the Disciplinary Committee hearing;
- (c) a copy of the decision and recommendation or recommendations of the Disciplinary Committee; and
- (d) a copy of the Notice of Appeal

16J

- (1) The Disciplinary Tribunal shall review the decision, the recommendation or recommendations appealed against to determine whether the appeal of the Respondent is justified.
- (2) For the purpose of reviewing a decision, the Disciplinary Tribunal may exercise all the powers of the Disciplinary Committee and shall make a decision in writing:
  - (a) affirming decision under appeal;
  - (b) varying the decision under appeal;
  - (c) setting aside the decision under appeal and making a decision in substitution for the decision so set aside;
  - (d) affirming any recommendation under appeal;
  - (e) varying any recommendation under appeal; and
  - (f) setting aside any recommendation under appeal and making a recommendation or recommendations in substitution for the recommendation or recommendations so set aside.

16k

- (1) Subject to sub-article (2) the Disciplinary Tribunal shall consist of:
  - (a) a Fellow Member of the Institute chosen by the Committee;
  - (b) a Fellow Member of the Institute chosen by the Respondent; and
  - (c) a Fellow Member of the Institute chosen by the persons referred to in paragraphs (a) and (b) of this sub-article.
- (2) A Fellow Member previously involved in any capacity in the Disciplinary Proceedings the subject of the Appeal shall not be chosen as a member of the Disciplinary Tribunal to sit in relation to those same proceedings
- (3) The person appointed to the Disciplinary Tribunal pursuant to sub-article ) shall reside as Chairman of the Disciplinary Tribunal
- (4) Each member of the Disciplinary Tribunal shall be entitled to one vote only

## **PROCEEDINGS OF THE DISCIPLINARY TRIBUNAL**

16L

- (1) The Disciplinary Tribunal shall meet in such place and at such times as the Committee may determine
- (2) Notice of a sitting of the Disciplinary Tribunal shall be given to the Respondent and to the Complainant within fourteen days of the referral referred to in Article 16I.
- (3) A quorum of the Disciplinary Tribunal shall consist of all persons outlined in sub-article 16K(1)

- (4) No Disciplinary Tribunal shall be properly constituted unless a quorum is present.
- (5) A member of the Disciplinary Tribunal shall call any persons relevant to the proceedings to give written or oral evidence to the Disciplinary Tribunal.
- (6) A transcript of all proceedings before the Disciplinary Tribunal shall be taken.
- (7) At the close of the final sitting the Disciplinary Tribunal or members thereof shall retire to determine the recommendation (if any) of the Disciplinary Tribunal.
- (8) The decision and recommendation (if any) of the Disciplinary Tribunal shall be that of a majority of its members.
- (9) When the decision and recommendation (if any) of the Disciplinary Tribunal is one derived at in accordance with these Articles the Chairman of the Disciplinary Tribunal shall by confidential written notice inform the Secretary of same.
- (10) Upon receipt of the written notice by the Secretary pursuant to sub article (9) the Secretary shall by notice in writing inform the Respondent and the Complainant of the date the Disciplinary Tribunal is to hand down its decision, such date not being less than fourteen days after the date of the notice to the Respondent.
- (11) The decision and recommendation (if any) of the Disciplinary Tribunal shall be in writing a copy of which shall be given to the Respondent.

## **GENERAL MEETINGS**

17. An Annual General Meeting of the Institute shall be held in accordance with the provisions of the Law. All general meetings, other than the Annual General Meetings, shall be called Extraordinary General Meetings.
18. Any member of the Committee may whenever he thinks fit convene an extraordinary general meeting, and extraordinary general meetings shall be convened on such requisition or in default may be convened try such requisitions as provided by the Law.
19. Subject to the provisions of the Law relating to special resolutions and agreements for shorter notice, fourteen days' notice at the least (exclusive of the day on which the notice is served or deemed to be served, and exclusive of the day for which notice is given) specifying the place the day and the hour of meeting and in

case of special business the general nature of that business shall be given to such persons as are entitled to receive such notices from the Institute.

## **PROCEEDINGS AT GENERAL MEETING**

21. 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. Save as herein otherwise provided six (6) members present in person shall be a quorum, or 50% of the Committee, for the purpose of this article "member" includes a person attending as proxy but does not include a Healthcare Network Member.

22. If within half an hour from the time appointed for the meeting a quorum is not present, the meeting, if convened upon the requisition of members, shall be dissolved: 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 Committee may determine, and if at the time appointed for the meeting, the members present (being not less than three) shall be a quorum.

23. The President shall preside as Chairperson at every general meeting of the National Board, and State Chairperson at every general meeting, or if he is not present or unwilling to act within fifteen minutes after the time appointed for the meeting, then the Vice-President/Vice-Chairperson shall be the Chairman or if the Vice-President/Vice-Chairperson is not present or is unwilling to act then the members present shall elect one of their number to be Chairman of the meeting.

24. 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 to 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 notice of any adjournment or the business to be transacted at an adjourned meeting.

25. At any general meeting a resolution put to the vote of the meeting shall be decided on a show of hands unless a poll is (before or on the declaration of the result of the show of hands) demanded-

(a) by the Chairperson; or

(b) by at least three members present in person or by proxy

Unless a poll is so 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, and an entry to that effect in the book containing the minutes of the proceedings of the Institute shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the resolution. The demand for a poll may be withdrawn.

26. If a poll is duly demanded it shall be taken in such manner and either at once or after an interval or adjournment or otherwise as the Chairperson directs, and the result of the poll shall be the resolution of the meeting at which the poll was demanded but a poll demanded on the election of a chairman or a question of adjournment shall be taken forthwith.

27 In the case of an equality of votes, whether on a show of hands or on a poll, the chairman of the meeting at which the show of hands takes place or at which the poll is demanded shall be entitled to a second or casting vote.

28. A member may vote in person or by proxy or by attorney and on a show of hands every person present who is a member or a representative of a member shall have one vote and on a poll every member present in person or by proxy or by attorney or other duly authorized representative shall have one vote.

28A. Notwithstanding Article 28, no Healthcare Network member shall be entitled to vote at a general meeting of the Institute.

29. A member who is of unsound mind or whose person or estate is liable to be dealt with in any way under the law relating to mental health may vote, whether on a show of hands or on a poll, by his Committee or by his trustee or by such other person as properly has the management of his estate, and any such Committee, trustee or other person may vote by proxy or attorney.

30. No member shall be entitled to vote at any general meeting if his annual subscription shall be more than 6 months in arrears at the date of the meeting.

31. The instrument appointing a proxy shall be in writing under the hand of the appointor or of his attorney duly authorized in writing or, if the appointor is a corporation, either under seal or under the hand of any officer or attorney duly authorized. The instrument appointing a proxy shall be deemed to confer authority to demand or join in demanding a poll. A member shall be entitled to instruct his proxy in favour of or against any proposed resolutions. Unless otherwise instructed the proxy may vote as he thinks fit.

32. The instrument appointing a proxy may be in the following form or in a common or usual form.

..... Institute

I, .....of.....

being a member of the ..... Institute hereby appoint ..... or failing him ..... of ..... as my proxy to vote for me on my behalf at the (annual or extraordinary, as the case may be) general meeting of the

Institute, to be held on the ..... day of.....19..... and at any adjournment thereof.

My proxy is hereby authorized to vote \*in favour of / \*against the following resolutions:

Signed this ..... day of .....19.....

Notes (1) In the event of the member desiring to vote for or against any resolution he shall instruct his proxy accordingly. Unless other wise instructed, the proxy may vote as he thinks fit.

(2) \*(Strike out whichever is not desired).

33. The instrument appointing a proxy and the power of attorney or other authority, if any, under which it is signed or a notarially certified copy of that power or authority shall be deposited at the registered office of the Institute, or at such other place

within the State as is specified for that purpose in the notice convening the meeting, not less than forty eight hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument purposes to vote, or, in the case of a poll, not less than twenty-four hours before the time appointed for the taking of the poll and in default the instrument of proxy shall not be treated as valid

34. A vote given in accordance with the terms of an instrument of proxy or attorney shall be valid notwithstanding the previous death or unsoundness of mind of the principal or revocation of the instrument or of the authority under which the instrument was executed, if no intimation in writing of such death, unsoundness of mind or revocation as aforesaid has been received by the Institute at the registered office before the commencement of the meeting or adjourned meeting at which the instrument is used.

### **THE NATIONAL BOARD (including office bearers)**

35. The office-bearers of the Institute shall consist of a President, Vice President and a Treasurer, all of whom shall be full members of the Institute provided that Affiliate members, Healthcare Network Members and Licentiate members shall not be entitled to be office-bearers.

35A. All Members of the National Board must be full time employees currently employed as Hotel Services Managers, or as defined.

35B. The National Board of the Institute shall consist of two members from the Victorian State Branch, two members from the New South Wales State Branch as well as one other member of each recognised State Branch of the Institute. The nominated person/s from each State may be the State Chairperson or another member of the committee selected by the State Chairperson.

35C. Executive Office Bearers of the National Board, President, Treasurer and Secretary, will not be required to act in these roles on the State Committee they serve. Once elected on the National Board, the State Committee can choose to elect another state committee member to serve as Chair, Treasurer or Secretary for the state or regional branch.

36. The following named persons who have subscribed to the memorandum of association shall constitute the first committee and the first office-bearers shall be set out below.

President	David John Terrill
Vice-President	Ronald Ian Bruce
Treasurer	Randal Leif Barkald
(Committee Members)	Susan Margaret Bonaker
	Colyn Alfred Rees
	Alan Richard Humble
	William Harvey Doig
	Trevor John Brownrigg
	Philip Gregory Stevens
	Helen Ringrose
	Robert Stanley Wade

They shall all retire except for the President at the first annual general meeting, but shall be eligible for re-election.

37. Thereafter the Board shall consist of the office-bearers and State Chairpersons of the Institute all of whom shall be elected as herein provided.

38. At the first Annual General Meeting of the Institute and at the Annual General Meeting of the Institute in each year thereafter the members of the Board excepting the President and the Secretary who shall alternate retirements each two years, shall be selected from among the full members and office-bearers of the State Committees. These persons shall hold office until the next Annual General Meeting when they shall retire but be eligible for re-election/nomination to the National Board.

### **STATE COMMITTEE**

39. The election of office-bearers and other members of the committee shall take place in the following manner

(a) Any two members of the Institute shall be at liberty to nominate any Life, Fellow, Provisional and or Full Member to serve as a member of the State Committee provided that such nominee shall have been a continuously financial member of the Institute for not less than 12 Months immediately preceding this nomination.

(d) Balloting lists shall be prepared (if necessary) containing the names of the candidates only 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.

(e) In case there shall not be sufficient number of candidates nominated the committee may fill up the remaining vacancy or vacancies.

40. The Institute may from time to time by ordinary resolution passed at the Annual General Meeting increase or reduce the number of members required to form the State Committee.

41. The Committee shall have power at any time, and from time to time, to appoint any provisional or full member to the Committee, either to fill a casual vacancy or as an addition to the existing office-bearers or other members of the Committee but so that the total number of office-bearers or other members of the Committee shall not at any time exceed the number fixed in accordance with these articles. Any office-bearer or other members of the committee so appointed shall hold office only until the next following annual general meeting.

42. The Institute may by ordinary resolution of which special notice has been given remove any office-bearer or other member of the Committee before the expiration of their period of office, and may by an ordinary resolution appoint another person to this position; the person so appointed shall hold office only until the next following general annual meeting.

43. The office of a member of the Committee shall become vacant if the member -

(a) becomes bankrupt or makes any arrangement or composition with his creditors generally;

(b) becomes prohibited from being a director of a company by reason of any order made under the Law;

(c) ceases to be a member of the Committee by operation of section 228 of the Law;

(d) becomes of unsound mind or a person whose person or estate is liable to be dealt with in any way under the law relating to mental health;

(e) resigns his office by notice in writing to the Institute;

- (f) for more than six months is absent without permission of the Committee from meetings held during that period;
- (h) ceases to be a fellow member, full member or provisional member of the Institute;

## **POWERS AND DUTIES OF THE NATIONAL BOARD**

44. The business of the Institute shall be managed in the first instance by the National Board who may pay all expenses incurred in promoting and registering the Institute, and may exercise all such powers of the Institute as are not, by the Act or by these articles, required to be exercised by the Institute in general meeting, subject, nevertheless, to any of these articles and to the provisions of the Act, and to such regulations, being not inconsistent with the aforesaid articles or provisions, as may be prescribed by the Institute in general meeting: provided that any rule, regulation or by-law of the Institute made by the Committee may be disallowed by the Institute in general meeting and provided further that no resolution or regulation made by the Institute in general meeting shall invalidate any prior act of the Committee which would have been valid if that resolution or regulation had not been passed or made.

45. The Board may exercise all the powers of the Institute to borrow money 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 Institute.

46. For the purposes of clause 3 of the Memorandum of Association the rate of interest payable in respect of money lent by members to the Institute shall not exceed the lowest rate paid for the time being by a financial institution in respect of term deposits.

47. All cheques, promissory notes, drafts, bills of exchange and other negotiable instruments, and all receipts for money paid to the Institute shall be signed, drawn, accepted, endorsed or otherwise executed, as the case may be, by any two members of the National Board or in the case whereby the exchange is a State Committee matter any two office bearers of such committee or in such other manner as the Committee from time to time determines.

48. Both the National Board and State Committees provide minutes -  
(a) of all appointments of board /committee members;  
(b) of names of the members of the Board/Committee present and absent from all meetings of the Institute ; and  
(c) of proceedings at all meetings held by the National Board and/or State Committee.

Such minutes shall be signed by the Chairperson of the meeting at which the proceedings were held or by the Chairperson of the next succeeding meeting.

## **PROCEEDINGS FOR MEETINGS of the NATIONAL BOARD and STATE COMMITTEES**

49. The National Board may meet together for the despatch of business, adjourn and otherwise regulate its meetings as it thinks fit. But it must meet at least four times annually. An elected State Committee must meet a minimum of eleven times annually, and regional committee must meet a minimum of four times annually. A member of the Board/Committee may at any time with the Secretary summon a meeting of the Committee.

49A. A Board/Committee meeting may be held with one or more of the members of the Board/Committee taking part by telephone, audiovisual link up or other instantaneous communication medium, if the meeting is conducted so that the members of the Board/Committee are able to hear the proceedings of the entire meeting and to be heard by all others attending the meeting. Such a meeting shall be deemed to be held at such a place as agreed upon by the members of the Board/Committee being a place at which at least one member of the Board/Committee was present for the duration of that meeting.

50. Subject to these articles questions arising at any meeting of the Board/Committee shall be decided by a majority of votes and a determination by a majority of the members of the meeting shall for all purposes be deemed a determination of the Board/Committee. In case of an equality of votes the Chairperson of the meeting shall have a second or casting vote.

51. A member of the Board/Committee who has a material personal interest in any matter that is being considered at a meeting must not vote on the matter and must not be present while the matter is being considered at the meeting, unless the members of the Board/Committee have passed a resolution (*on which the interested member has not voted and in respect of which the interested member of the committee has not been present when it was passed*) that specifies the interested member of the Board/Committee, the interest of the matter states that the members of the meeting voting for the resolution are satisfied that the interest should not disqualify the interested member of the Board/Committee from considering or voting on the matter.

52. The quorum necessary for the transaction of the business of a meeting shall be a majority of the total Board/Committee as provided in articles 36 or 37 as the case may be or such greater number as may be fixed by the National Board.

53. The President shall preside as Chairperson at every meeting of the National Board, or if there is no President, or if at any meeting the elected person is not present within ten minutes after the time appointed for the holding of 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.

The same ruling shall apply to State Committee meetings where-by the State Chairperson is not present to preside over a state convened meeting.

55. The National Board may delegate any of its powers and/or functions (not being duties imposed on the members as the directors of the company by the Act or the general law) to one or more sub-committees consisting of such member or members of the Institute as the Board thinks fit. Any sub-committee so formed shall conform to any regulation that may be imposed by the Board and subject thereto shall have power to co-opt the assistance of any member or members of the association and all members of such sub-committees shall have one vote at any meetings of their respective sub-committees.

56. The National Board may appoint one or more advisory committees consisting of such member or members of the Institute. Such advisory committees shall act in an advisory capacity only. They shall conform to any regulations that may be imposed by the National Board and subject thereto, shall have power to co-opt the assistance of any member or members of the Institute and all members of such advisory

committees shall have one vote at any meetings of their respective advisory committees.

### **ADVISORY COMMITTEE SO APPOINTED**

57. An advisory 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 Chairperson shall have a second or casting vote.

58. All acts done by any meeting of an advisory committee or by any person acting as a member of the advisory committee shall, notwithstanding that it is afterwards discovered that there was some defect in the appointment of any such member of the advisory committee or person acting as aforesaid, or that the members of the 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 committee.

59. A resolution in writing signed by all the members of the advisory committee shall be as valid and effectual as if it has been passed at a meeting of the National Board or State 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 advisory committee. This resolution must then be presented as general business at the proceedings at a General Meeting Article 21; and be passed by a majority of members at that meeting.

### **SECRETARY**

60. The National Secretary shall in accordance with the Law be appointed by the Board for a minimum two year term, upon such conditions as they think fit, and any Secretary so appointed may be removed by it. Nothing herein shall prevent the Board from appointing a member of the Institute as Secretary and any full member so appointed shall forthwith become an office-bearer of the Institute and, if not already a member of the Board, ex officio a member of the Committee and he shall be subject to the provisions of clause 3 of the memorandum of association. A prerequisite to appointment as Secretary of the Institute shall be fellow membership or full membership of the Institute.

### **REGISTER**

61. The Register shall in accordance with the law be appointed by the National Board for such term and upon such conditions as it thinks fit, and any person so appointed may be removed by it.

Nothing herein shall prevent the Board from appointing a member of the Institute as National Register. It may be the requirement of the Board to summon the Register to attend Board meetings and if not already a member of the Committee; ex officio a member of the Committee and he shall then be subject to the provisions of clause 3 of the memorandums of association. A prerequisite to appointment as Register of the Institute shall be at least Full Membership.

### **SEAL**

62. The Committee shall provide for the safe custody of the seal, which shall only be used by the authority of the National Board or of a sub-committee of members of the

National Board authorised on their behalf, and every instrument to which the seal is affixed shall be signed by the National President and shall be countersigned by the Vice President or the National Secretary.

## **ACCOUNTS**

63. The National Board shall cause proper accounting and other records to be kept and shall distribute copies of every profit and loss account and balance-sheet (including every document required by law to be attached thereto) accompanied by a copy of the Auditors report thereon as required by the Act provided, however that the National Board shall cause to be made out and laid before each annual general meeting a balance-sheet and profit and loss account made up to date not more than six months before the date of the meeting.

64. The National Board shall from time to time determine in accordance with clause 9 of the memorandum of association at what times and places and under what conditions or regulations the accounting and other records of the Institute shall be open to the inspection of members.

The appointment of the Auditor will take place after the Treasurer has advised the National Board and gained a majority vote by the members.

## **AUDIT**

65. A properly qualified Auditor or Auditors shall be appointed and his or their duties regulated in accordance with the Law.

## **NOTICE**

66. Any notice required by law or by or under these articles to be given to any member shall be given by sending it by post to him at his registered address, or (if he has no registered address within the State) to the address if any within the State, supplied by him to the Institute for the giving of notices to him. Where a notice is sent by post, service of the notice shall be deemed to be effected by properly addressing, prepaying, and posting a letter containing the notice, and to have been effected in the case of a notice of a meeting on the day after the date of its posting, and in any other case at the time at which the letter would be delivered in the ordinary course of post.

67.

(1) Notice of every general meeting shall be given in any manner hereinbefore authorised to -

(a) every member except those members who (having no registered address within the State) have not supplied to the Institute an address within the State for the giving of notices to them; and

(b) the auditor or auditors for the time being of the Institute

(2) No other person shall be entitled to receive notices of general meetings.

## **WINDING-UP**

68. The provisions of clause 6 of the memorandum of association relating to the winding-up or dissolution of the Institute shall have effect and be observed as if the same were repeated in these articles.

## **INDEMNITY**

69. Every member of the National Board/Committee, auditor, secretary and other officer for the time being of the Institute shall be indemnified out of the assets of the Institute against any liability arising out of the execution of the duties of his office which is incurred by him in defending any proceedings, whether civil or criminal, in which judgment is given in his favour or in which he is acquitted or in connection with any application under the Law in which relief is granted to him by the Court in respect of any negligence default breach of duty or breach of trust.

## **BY LAWS**

70. Save in so far as otherwise determined by Statute or these articles the National Board shall have full power to make regulations or by-laws not inconsistent with the Memorandum of Association or these articles on all matters relating to the affairs of the Institute and the conductor management of its business or otherwise for the purpose of carrying out its objects and also on all matters relating to the rights and obligations of members and any category thereof and all regulations or by-laws so made and for the time being in force shall be binding on the members of the Institute as if they formed part of these articles and shall have full effect accordingly provided however that a copy of any regulation or by-law so made is sent to each member of the Institute with in fourteen days from the date it is made and provided further that any regulation or by-law so made may be rescinded or amended by resolution of the National Board or of any General Meeting of the Institute.

## **RECOGNITION**

71. All members may use the letter of the category of their membership in front of the letters IHHC to signify their professional classification within the Institute, as follows:

Honorary Member	H.I.H.H.C.
Life Member	L.I.H.H.C.
Fellow Member	F.I.H.H.C.
Full Member	M.I.H.H.C.
Provisional Member	P.I.H.H.C.
Licentiate Member	L.M.I.H.H.C
Associate Member	A.I.H.H. C.
Affiliate Member	A.F.F.I.H.H.C
Healthcare Member	H.C.I.H.H.C.

**INSTITUTE OF  
HOSPITALITY IN HEALTHCARE LIMITED  
BY- LAWS**

**1. Admission**

For all classes of membership details of training and evidence of industrial experience must be furnished. Originals or certified copies of supporting documents must be enclosed. Ex-service personnel must forward proof of completion on all courses so as the Accreditation Sub-Committee can investigate the course standard with the appropriate Armed Service in question.

**2. Duties of Officers**

(a) The duty of officers shall be such as are implied by their respective titles and such as are specified in these By-Laws. All officers shall keep permanent records of their work and hand them over to their respective successors.

(b) The President (Chairperson), or in his absence, the Vice-President (Vice Chairperson), shall preside as Chairperson at all meetings of the Institute. In the absence of the President (Chairperson) and the Vice-President (Vice Chairperson) at any such meeting, the members of the Board (Committee) who shall be present and entitled to vote shall elect a Chairperson from among their number.

At any meeting the Chairperson shall have a casting vote as well as a personal, deliberative vote.

(c) The Secretary shall keep a record of all meetings of the Board (Committee) and Executive, and of matter reported on by Sub-Committees. He shall keep an accurate classified list of the names, addresses and qualifications of all members and of the memorandum and Articles of Association and purpose of any Sub-Committee He shall preserve in a permanent file all records and correspondence of value to the Board (Committee) and its members, duly record, and have confirmed, minutes of all meetings of the Institute and the Board (Committee). Where applicable, he is to incorporate reports of any Sub-Committees, insert newsletter reports into the Minute Book; send all requisite notices to members, and conduct the correspondence of the institute. The Secretary shall present to the Annual General Meeting a report on the business of the Institute since the previous Annual General Meeting.

(d) The Treasurer shall have charge of all monies of the Institute. He shall pay accounts upon the authorisation of the Board (Committee). The Banking Account of the Institute shall be in the name of "Institute of Hospitality in Healthcare Limited" and all cheques or withdrawals thereon shall bear the respective signatures of any two (2) of the following three (3) Office-Bearers, viz -

President/Chairperson  
Treasurer  
Secretary

Note: In the event that a sole member holds the combined position of Secretary/Treasurer then the Vice President/Vice Chairperson will be the third office bearer whose signature may be used.

The Treasurer shall keep an itemised record in a permanent file of all receipts and expenditure for the financial year, which shall be submitted to a meeting of the Board (Committee) to be held not more than fourteen (14) days before the date fixed for holding the Annual General Meeting.

(e) It shall be the duty of the Board to consider and further the affairs of the Institute in accordance with the Memorandum and articles of Association and By-Laws and the policies laid down by the Institute from time to time. It shall report all matters of interest to the Institute.

(f) The Registrar shall keep accurate records of all membership, classified lists, addresses and qualifications of all members and shall supply to the National Secretary an updated list every month.

(g) The Board shall appoint an Auditor who shall examine the books of the National Treasurer and who shall present a written report of the findings at the Annual General Meeting.

### **(3). Sub-Committee**

(a) The Board may appoint Sub-Committees and may delegate any of their respective powers or duties to such Sub-Committees, and may discharge and dissolve such Sub-Committee.

(b) Any Sub-Committee so formed shall, in the exercise of the powers so delegated, conform to any regulations that may from time to time be imposed on it by the Board

(c) In particular, but without in any way limiting the regulations which may from time to time be imposed by the Board on any Sub-Committee every Sub-Committee shall:

(i) Advise the National Secretary of the date, time and place on and at which any meeting of the Sub-Committee is to be held, and the matters to be discussed thereat.

(ii) Appoint one of its members to be the Convener, one of whose duties will be to attend and report to the next succeeding meeting of the Board of findings made, or matters dealt with, at any meeting of such Sub-Committee

### **4. Meetings**

(a) The Annual General Meeting of the Institute shall be held as per Paragraph 17 of the Memorandum of Articles of Association. There shall be no fixed dates for holding ordinary meetings of the Board, but a meeting of the Board shall be duly convened by the National Secretary on instructions from the President. There will be four (4) meetings per year quarterly for the National Board and eleven (11) meetings per year (monthly) for State Branch Committees. At least seven (7)

clear days written notice shall be given of all meetings of the Board and fourteen (14) days for an Institute General Meeting.

(b) In addition to the powers given to the President and National Secretary by paragraph (a) a special meeting of the Board may also be called by at least seven (7) clear days written notice to each member of the Board.

(c) The quorum for any meeting of the Board shall be a majority of the members of the Board; including two (2) elected Office-Bearers. The quorum for an ordinary meeting of the Institute shall be four (4) financial members including two (2) elected Office-Bearers.

- (d) The order of business at every meeting of the Board shall be:
- (i) Present
  - (ii) Apologies
  - (iii) Minutes of Previous Meeting
  - (iv) Finance Report
  - (v) Registrars Report
  - (vi) Correspondence
  - (vii) Sub-Committee Reports
  - (viii) Resolutions of which due notice has been given
  - (ix) General Meeting

Should there be any dispute as to the admissibility or otherwise of a subject under the heading of "General Business" the decision of the Chairperson of the Meeting shall be absolute.

All meetings shall be conducted in a formal, professional manner

(e) Any member of the Board who fails, without leave of absence, to attend three (3) meetings of the Board, or who fails to tender an apology for three (3) meetings for which he or she has received due notice, shall be deemed to have resigned and his or her place may be filled by a co-opted member from the Institute. The member appointed to the casual vacancy will hold office only until the next Annual General Meeting when he or she shall, however, be eligible for re-election without notice.

(f) A meeting of the Executive of the Board may be called by the President or National Secretary to deal with urgent business. Decisions taken at this meeting shall be ratified at the Board meeting immediately following the meeting of the Executive.

(g) Any decisions made by the Board shall, where practicable, be reported to members of the Institute at the next ordinary meeting or by Newsletter.

## **5. Subscriptions**

(a) Shall be defined by the Full Board (National).

## **6. Unprofessional Conduct**

If any member shall wilfully refuse or neglect to comply with the provisions of the memorandum and articles of association of the Institute or shall be guilty of any conduct which in the opinion of the Board is unbecoming of a member or prejudicial to the interest of the Institute, the Board shall have power by resolution to censure fine, suspend or expel the member from the Institute.

## **7. State or Regional Branches**

### **(a) Definitions**

(i) "STATE BRANCH": means a register of members resident in a state or territory of Australia.

(ii) "REGIONAL BRANCH": means a register of members resident in one particular geographical area in any one state or territory. Such area being defined by the committee of that State Branch.

(iii) "STATE OR REGIONAL BRANCH COMMITTEE": means those persons elected annually at a Branch annual general meeting to administer the affairs of that Branch.

(iv) "BRANCH": will refer to and include both State and Regional Branches unless otherwise stated.

(v) "COMMITTEE": means the State Branch Committee of the Institute.

(vi) "INSTITUTE": means the Institute of Hospitality in Healthcare Limited.

### **(b) Recognition**

The formation of a Branch may be approved by the National Board if:

(i) it is formed for the promotion within its geographical area of the Aims and Objectives of the Institute as set out in the Memorandum and Articles of Association and no other.

(ii) that it adopts as its Constitution the constitution and By-Laws of the Institute and no other.

(iii) membership shall be open on equal terms to all members of the Institute enrolled on the local register of that State, resident in the particular geographical area and to no other.

(iv) each State Branch shall encourage the formation of Regional Branches and will recognise any Regional Branch which affiliates with the State Branch in which the geographical area of the proposed regional Branch is situated. This Regional Branch must adopt the Constitution together with any amendments made there to as set down in By-Law 7(bii).

**(c) Membership**

(i) The conditions of membership and all matters pertaining thereto are as stated in Articles 312 inclusive under the heading of Membership, of the Memorandum and Articles Association of the Institute.

(ii) A person cannot be or remain a member of a Branch unless that person is a financial member of the Institute.

(iii) Unfinancial member's names will be supplied to Branch Committees.

**(d) General Meetings**

General Meetings of a Branch shall be held in accordance with Articles 17-20 inclusive of the Memorandums and Articles of Association of the Institute. Such meeting may be held at a time and place determined by the Branch Committee. Where permission is granted by the National Board, State or Regional Branches may reduce the number of annual meetings to no less than 4 per year.

**(e) Proceedings at a General Meeting**

Shall be as written in Articles 21-34 inclusive in the Memorandum and Articles

**(i) Secretary and Public Officer**

As set out in Article 60 of the Articles of Association of the Institute.

**(j) Accounts**

(i) The Branch Committee shall cause proper accounting as prescribed by the National Treasurer, and other records to be kept and shall distribute copies of every Profit and Loss Account and Balance Sheet as required by the Act and Articles of Association.

(ii) The Treasurer of each Branch will also produce and present a monthly Profit and Loss Statement and Balance sheet for each Branch Committee meeting. A copy of this report must be signed, dated and attached to the minutes of that meeting and sent to the National Treasurer.

(iii) A copy of the signed documents must be kept in the Minutes Book.

(iv) Where Regional Branches are not meeting on regular basis financial statements must be sent to the State Treasurer each month or as directed by the President or National Board of the Institute.

(v) Accounts will take a form recommended by the Institutes Auditors.

(vi) Any type of financial account opened on behalf of a Branch must be opened with the requirement of two signatories.

**(k) Audit**

(i) The audit of all Branches accounts will be conducted by the National Auditor. All receipts and financial accounts must be forwarded to the National Treasurer, or nominee, of the Institute each month.

**(l) Financing of Branches**

(i) All State Branches will be allocated an amount of capital for each year, or as needed. The amount will be determined by each state committee with submissions and budget, presented to the National Board for approval. Approval for funding will be based on using past activity, membership size, submissions, number of Regional Branches and budgetary constraints as guidelines. Once established, it is desirable that All State Branches are capable of funding state activities. All monies and assets held by state and regional branches is the property of the Institute, and can be recalled for use as determined by the National Board.

(ii) Regional Branches will be funded from that region's State Branches budget. This amount will be fixed by and arranged by the State Branch Committee as per these By-Laws for State Branches.

(iii) No Branch shall allow, approve, order or spend monies on assets without the written permission approval of the Board of Directors or Executives of the institute.

(iv) At the discretion of the National Board, they may request a yearly budget be prepared by state and regional branches and submitted to the National Board in June of each year. If a branch exceeds its expenditure, no further expense can be incurred without the written permission of the Board of Directors of the Institute. A submission for a further grant can be made to the Board which if successful will be treated in the same manner as mentioned previously under Financing of Branches.

(v) All joining fees and subscriptions are to be collected by the National Treasurer of the Institute, or as otherwise determined by the National Board.

(vi) All certificates, subscription notices, national newsletters, badges and Constitutions will be sent by the National Office, not Branches.

(vii) The National Conference of the Institute is to be run on behalf of the Institute by State Branch Committees on a rotation basis or as determined by the Board. The funding for the conference will be the sole responsibility of the Institute and as such the management of the event will remain with the Board of Directors or their representatives. Any profits and losses will remain the responsibility of the Institute and not the State Branch. Costs incurred by State Branches for the conference and with the approval of the Board will be reimbursed with no affect on the state budget. The person responsible for the financial side of the conference will open a separate account just for the conference. Such an account must be opened so as to require a minimum of at least 2 signatories on all documentation.

(ix) Upon receiving recognition to form a Branch of the Institute an initial sponsorship as requested by the Branch and approved by the Board will be supplied to that Branch to cover the first 12 months operation.

**(m) Stationery**

- (i) All Branch stationery must be purchased from the Institute from the Branches budget.
- (ii) Stationery purchased through the Board will be charged for at cost price.
- (iii) Institute stationery must only be used for Institute business.
- (iv) Reimbursement as set out under l(v) of these By-Laws.

**(n) Postage**

All postage must be paid for from the Branches budget. Reimbursement for postage will be as set out under l(v) of these By-Laws except for postage incurred for the National Annual General Meeting. Postage for the National Annual General Meeting will be reimbursed to the Branch upon presentation of an appropriate receipt to the Honorary Treasurer of the Institute. The cost of this post out will be met by the Institute unless unauthorised excessive material is included in the mail out.

**(o) Competitions**

- (i) The running of all competitions will be the sole responsibility of a State or Regional Branch Committee approved by the State or Regional Branch Committee and such competition must cover all running costs or costs must be met by the Branch.
- (ii) All competitions will be run in accordance with a national set of guidelines as set by the Institute as well as any other requirements as outlined in these By-Laws.
- (iii) The Institute will support these competitions by supplying a number and type of specially struck medallions (gold, silver, bronze). The number and type of medallions and any additional support available will be determined by the Board and Branches will be notified no later than July each year.
- (iv) Any further medallions that may be required must be purchased from the Institute at cost price.

**(p) General**

- (i) All Branches and their Committees are totally responsible to the Board of Directors of the Institute.
- (ii) The Branches will consist of Office Bearers and a Committee, not a Board of Directors.
- (viii) All assets and liabilities of all State and Regional Branches remain the property of the Members of the Institute of Hospitality in Healthcare Limited.
- (ix) In all matters of administration or procedure, where these By-Laws are not specific, the Board of Directors of the Institute of Hospitality in Healthcare

Limited as per the Powers and Authority given to that Board as contained in the Memorandum and Articles of Association of the Institute of Hospitality in Healthcare Limited shall have the power of Authority and no other persons.