

Constitution

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AUSTRALIAN FLYING DISC ASSOCIATION LTD

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Constitution

AUSTRALIAN FLYING DISC ASSOCIATION LTD

1. DEFINITIONS AND INTERPRETATIONS

1.1 Definitions

In this Constitution unless the context requires otherwise:

Affiliated Member means a sport club or association registered with a Member Organisation and/or admitted to the Company under **clause 5.5**.

AGM or **Annual General Meeting** means the annual General Meeting of the Company required to be held by the Company in each calendar year under the Corporations Act.

Appointed Director means a Director appointed under **clause 13.10**.

CEO means a person appointed as Chief Executive Officer of the Company by the Directors.

Chair means the person elected as the Chair of the Company under **clause 15.7**.

Club means a club or association admitted as a Member under **clause 5.6**.

Committee means a committee established by the Directors under **clause 19**.

Company means Australian Flying Disc Association LTD (ACN 105 187 933).

Company Secretary means a person appointed as a company secretary of the Company by the Directors under **clause 18**.

Constitution means this Constitution as amended from time to time, and a reference to a particular clause is a reference to a clause of this Constitution.

Corporations Act means the *Corporations Act 2001* (Cth) as modified and amended from time to time and includes any regulations made under that Act and any exemption or modification to that Act applying to the Company.

Director means a director of the Company and includes Elected Directors and Appointed Directors.

Disc Sports means the Sport as regulated by WFDF.

Elected Director means a Director elected under **clause 13**.

Financial Year means the year commencing 1 July in one year and ending 30 June in the subsequent year.

First Appointed Directors mean the persons referred to in **clause 13.2(b)**.

First Elected Directors mean the persons referred to in **clause 13.2(a)**.

General Meeting means a general meeting of Members and includes the AGM.

Individual Member means a person admitted to the Company as an individual member under **clause 5.6**.

Intellectual Property means all rights subsisting in copyright, business names, names, trade marks (or signs), logos, designs, equipment including computer software, images (including photographs, videos or films) or service marks relating to the Company or any activity of or conducted, promoted or administered by the Company.

Life Member means a person admitted to the Company as a life member under **clause 5.4**.

Matter of Importance means any matter that has the potential to pose a risk to the reputation and standing of Disc Sports in Australia including matters related to solvency, governance, compliance or litigation.

Member means a member of the Company under **clause 5**.

Member Organisation means a legal entity recognised by the Company under **clause 5.3** as representing a State or Territory.

Objects mean the objects of the Company in **clause 2**.

Official Position means, in connection with a body corporate or organisation, a person who:

- (a) holds a position, whether elected or appointed, as director or equivalent of that body corporate or organisation; or
- (b) has, directly or indirectly, a material ownership or financial interest in that body corporate or organisation.

Policy means a policy made under **clauses 7.2** and **20.1(a)**.

Registration means registration or affiliation of an Individual Member, Club or an Affiliated Member with a Member Organisation, such registration being in the form of a signed application form, whether in hard copy or by electronic means of acceptance and, in the case of Individual Members, their consent to membership of the Company as required by **clause 5.2**. **Registered** has a corresponding meaning.

Representative means a person appointed in accordance with the Corporations Act to represent a Member Organisation at a General Meeting of the Company.

Sport means the "sport" of Disc Sports as recognised and regulated by WFDF from time to time.

Sporting Power means that power delegated to the Company by WFDF for the exclusive control and management of Disc Sports in Australia.

Special Resolution has the same meaning as that given to it in the Corporations Act.

WFDF means World Flying Disc Federation.

State means the States of Australia, which shall be deemed to include each of the Northern Territory and the Australian Capital Territory.

Statutes and Regulations mean the statutes and regulations of WFDF in force from time to time.

Telecommunications Meeting means a meeting held by telephone, video, any other technology (or any combination of these technologies), which permits each Director at a meeting of Directors or each Voting Member at a meeting of Members to communicate with any other participant.

Voting Member means, in relation to a General Meeting, those Members present and entitled to vote in accordance with **clause 5.1**.

1.2 Interpretation

In this Constitution unless the context requires otherwise:

- (a) **(presence of a Member)** a reference to a Member present at a General Meeting means the Member present in person or the Member's Representative;
- (b) **(document)** a reference to a document or instrument includes any amendments made to it from time to time and, unless the contrary intention appears, includes a replacement;
- (c) **(gender)** words importing any gender include all other genders;
- (d) **(person)** the word person includes a firm, a body corporate, a partnership, a joint venture, an unincorporated body or association or an authority;
- (e) **(successors)** a reference to an organisation includes a reference to its successors;
- (f) **(singular includes plural)** the singular includes the plural and vice versa;
- (g) **(instruments)** a reference to a law includes regulations and instruments made under it;
- (h) **(amendments to legislation)** a reference to a law or a provision of a law includes amendments, re-enactments or replacements of that law or the provision, whether by a State or the Commonwealth or otherwise;
- (i) **(include)** the words include, includes, including and for example are not to be interpreted as words of limitation;
- (j) **(signed)** where, by a provision of this Constitution, a document including a notice is required to be signed, that requirement may be satisfied in relation to an electronic communication of the document in any manner permitted by law or by any State or Commonwealth law relating to electronic transmissions or in any other manner approved by the Directors;
- (k) **(writing)** writing and written includes printing, typing and other modes of reproducing words in a visible form including, without limitation, any representation of words in a physical document or in an electronic communication or form or otherwise; and
- (l) **(headings)** headings are inserted for convenience and do not affect the interpretation of this Constitution.

1.3 Corporations Act

- (a) In this Constitution, unless the context requires otherwise, an expression has, in a provision of this Constitution that deals with a matter dealt with by a particular provision of the Corporations Act, the same meaning as in that provision of the Corporations Act.
- (b) The provisions of the Corporations Act that apply as replaceable rules are displaced by this Constitution and accordingly do not apply to the Company.

2. OBJECTS

WFDF is the sole international sporting authority entitled to make and enforce regulations for the encouragement and control of Disc Sports. So that the above authority may be exercised in a fair and equitable manner, WFDF has drawn up the Statutes and Regulations governing Disc Sports.

Each national federation, including the Company, belonging to WFDF, shall be presumed to acquiesce to and be bound by the Statutes and Regulations. Subject to such acquiescence and restraint, one single national federation per country shall be recognised by WFDF as the sole national sporting power for the enforcement of the present Statutes and Regulations and control of Disc Sports in its own country. The Company has been so recognised by WFDF and delegated by WFDF with exercising the Sporting Power for Australia.

The Objects of the Company shall be to:

- (a) adopt and exercise the Sporting Power as the national federation for Disc Sports in Australia and to act as the sole Australian affiliated member of WFDF in accordance with the Statutes and Regulations;
- (b) conduct, encourage, promote, advance, control and manage all levels of Disc Sports in Australia interdependently with Members and others;
- (c) adopt, formulate, issue, interpret and amend Policies for the control and conduct of Disc Sports in Australia;
- (d) encourage the provision and development of appropriate facilities for participation in Disc Sports;
- (e) maintain and enhance standards, quality and reputation of Disc Sports for the collective and mutual benefit and interests of Members and Disc Sports;
- (f) promote Disc Sports for commercial, government and public recognition and benefits;
- (g) be the only body entitled to prepare and enter Australian teams in international Disc Sport competitions;
- (h) promote, control, manage and conduct Disc Sport events, competitions and championships;
- (i) encourage and promote widespread participation in Disc Sports and physical activity;
- (j) use and promote the Intellectual Property;
- (k) have regard to the public interest in its operations; and

- (l) undertake other actions or activities necessary, incidental or conducive to advance these Objects.

3. POWERS

Solely for furthering the Objects under clause 2, the Company, in addition to the Sporting Power and any other powers it has under the Corporations Act, has the legal capacity and powers of a company limited by guarantee as described in the Corporations Act.

4. INCOME AND PROPERTY OF COMPANY

4.1 Sole Purpose

The income and property of the Company will only be applied towards the promotion of the Objects of the Company.

4.2 Payments to Members

No income or property will be paid or transferred directly or indirectly to any Member except for payments to a Member:

- (a) in return for any services rendered or goods supplied in the ordinary and usual course of business to the Company; or
- (b) of interest at a rate not exceeding current bank overdraft rates of interest for money lent; or
- (c) of reasonable rent for premises let to the Company by them.

5. MEMBERSHIP

5.1 Categories of Members

Members of the Company shall fall into one of the following categories:

- (a) Member Organisations, which subject to this Constitution shall have the right to receive notice of, attend, debate and vote at General Meetings;
- (b) Rob Hancock Award Recipients, who subject to this Constitution shall have the right to receive notice of, attend and debate, but not vote, at General Meetings;
- (c) Affiliate Members which subject to this Constitution shall have the right to receive notice of, attend and debate, but not vote at General Meetings;
- (d) Clubs and Individual members, who are not entitled to receive notice of, or to attend or to vote at General Meetings;
- (e) such other category of Member as may be created by the Directors by the making of a Policy to that effect. Any category of Member created by the Directors under this clause 5.1(e) may not be granted voting rights.

5.2 Admission of Members

A person or entity will become a Member, and the Directors will direct the Company Secretary to record the name, street address, email address and date on which they became a Member in the register of Members kept by the Company, only upon the person or entity meeting the criteria applicable to the relevant category of membership set out in

this Constitution and provided the person or entity has submitted an application, which is accepted by the Directors, in which the Member undertakes to:

- (a) be bound by this Constitution, the Statutes and Regulations and the Policies (including any Policies specific to the relevant category of Membership);
- (b) pay the fees and subscriptions determined to apply to the Member under **clause 9**; and
- (c) support the Company in the encouragement and promotion of its Objects.

5.3 Member Organisations

- (a) The entity which is the only official representative of, and controlling authority for, Disc Sports in a State shall be recognised as a Member Organisation and shall administer Disc Sports in that particular State in accordance with the Objects.
- (b) The Member Organisations are, as at the date of this Constitution:
 - i) Australian Capital Territory Ultimate Association Incorporated;
 - ii) New South Wales Flying Disc Association Incorporated;
 - iii) Queensland Ultimate Disc Association Incorporated;
 - iv) South Australian Flying Disc Assoc. Inc.;
 - v) Tasmanian Ultimate Association Inc;
 - vi) Ultimate Victoria Inc;
 - vii) Western Australian Flying Disc Association.
- (c) Each Member Organisation must:
 - i) be incorporated in its particular State;
 - ii) elect or appoint two Representatives to represent it at General Meetings and other relevant meetings in accordance with this Constitution;
 - iii) provide the Company with copies of its annual financial statements, annual report and associated documents as presented to its members within 30 days of its annual general meeting;
 - iv) apply its property and capacity solely in support of the Company's pursuit of the Objects, the Member Organisation's best interests and Disc Sports generally;
 - v) do all that is reasonably necessary to enable the Objects to be achieved by the Company;
 - vi) act in good faith and with loyalty to ensure the maintenance and enhancement of the Company and Disc Sports, their standards, quality and reputation - for the collective and mutual benefit of the Members and Disc Sports;

- vii) at all times operate with, and promote, mutual trust and confidence between the Company and the Members in pursuit of the Objects; and
 - viii) at all times act on behalf of and in the interests of the Members and Disc Sports.
- (d) The Company and the Member Organisations all agree:
- i) that they are bound by this Constitution and that this Constitution operates to create uniformity in the way in which the Objects and Disc Sports are to be conducted, encouraged, promoted and administered in Australia;
 - ii) to act in good faith and with loyalty to each other to ensure the maintenance and enhancement of Disc Sports, its standards, quality and reputation - for the collective and mutual benefit of the Members and Disc Sports;
 - iii) not to do or permit to be done any act or thing which might adversely affect or derogate from the standards, quality and reputation of Disc Sports, and its maintenance and enhancement;
 - iv) to make full and proper disclosure to each other of all Matters of Importance;
 - v) to promote the economic and sporting success, strength and stability of each other and to act interdependently with each other in pursuit of the Objects; and
 - vi) to act for and on behalf of the interests of Disc Sports, the Company and the Members.

5.4 Rob Hancock Award Recipients - Life Members

- (a) Life Membership is the highest honour that can be bestowed by the Company for longstanding and valued service to Disc Sports in Australia.
- (b) Any Member may forward a nomination as per the Rob Hancock Award Policy.
- (c) A person may be posthumously recognised as a Life Member.

5.5 Affiliate Members

- (a) The current Affiliate members are:
 - (i) Australian Disc Golf (Inc);
 - (ii) Indigenous Ultimate Association (Aboriginal Corporation).
- (b) Only a legal entity may become an Affiliate Member.
- (c) In order to become an Affiliate Member, a legal entity must submit an application accompanied by an up-to-date copy of that legal entity's constituent documents.
- (d) Affiliate Membership may be granted by the Directors in respect of an application made under **clause 5.5(c)** on such terms and conditions as the Directors may see fit.

- (e) Affiliate Membership may be suspended or cancelled by the Directors provided that the Directors comply with the procedure set out in the relevant Policy.
- (f) The Directors must implement a Policy that sets out:
 - (i) the categories of Affiliate Membership that exist;
 - (ii) the criteria to be met by each category of Affiliate Member;
 - (iii) the privileges and benefits of each category of Affiliate Member in addition to those set out in this Constitution; and
 - (iv) the procedure for suspending or cancelling Affiliate Membership.
- (g) Subject to **clause 5.2**, at the time of adoption of this Constitution, the first Affiliate Members of the Company shall be those entities set out in this Constitution.

5.6 Clubs and Individual Members

- (a) Membership
 - (i) an individual may apply to become an Individual Member of the Company; and
 - (ii) an incorporated entity may apply to become a Club Member of the Company,
 subject to the provisions of this Constitution.
- (b) In addition to the effect of membership set out in **clause 5.2**, an Individual Member and a Club must comply with this Constitution and the Policies and support the Company and the Objects.
- (c) An Individual Member or Club is entitled to any benefits of membership prescribed to apply to Individual Members or Clubs respectively in the Policies.

5.7 General

- (a) The Company must keep a register of all Members in accordance with the Corporations Act.
- (b) No Member whose membership ceases for any reason has any claim against the Company or the Directors for damages or otherwise arising from cessation of membership.
- (c) Each Member Organisation must appoint two Representatives to represent it at General Meetings and other relevant meetings in accordance with this Constitution. Beyond this, no Member shall, or purport to, assign the rights comprising or associated with membership to any other person and any attempt to do so shall be void.
- (d) A Member must treat all staff, contractors and representatives of the Company with respect and courtesy at all times.
- (e) A Member must not act in a manner unbecoming of or prejudicial to the Objects and interests of the Company or the Sport, or any of the above.

5.8 Limited Liability

Members have no liability except as set out in **clause 25**.

6. CESSATION OF MEMBERSHIP

6.1 Cessation

A person or entity ceases to be a Member on:

- (a) resignation;
- (b) death;
- (c) (other than for Member Organisations) the termination of their membership according to this Constitution or the Policies;
- (d) a body corporate being dissolved or otherwise ceasing to exist; and
- (e) without limiting the foregoing:
 - (i) in the case of Members who are not Member Organisations, that Member no longer meeting the requirements for membership according to **clause 5**; and
 - (ii) in the case of Members who are Member Organisations, that Member ceasing to be a Member in accordance with **clause 8**.

6.2 Resignation

For the purposes of **clause 6.1(a)**, a Member may resign as a Member of the Company by giving 14 days written notice to the Directors. Where a Member Organisation seeks to resign as a Member of the Company the written notice must be accompanied by a copy of the special resolution passed by the Member Organisation's members resolving that the Member Organisation resign from membership of the Company.

6.3 Forfeiture of Rights

A Member who or which ceases to be a Member for any reason shall forfeit all right in and claim upon the Company or the Directors for damages or otherwise, or claim upon the Company's property including the Intellectual Property.

7. GRIEVANCES AND DISCIPLINE OF MEMBERS

7.1 Jurisdiction

All Members will be subject to, and submit unreservedly to, the jurisdiction, procedures, penalties and appeal mechanisms of the Company whether under the Policies or under this Constitution.

7.2 Policies

- (a) The Directors may make a Policy or Policies:
 - (i) for the management of :
 - (A) grievances by any Member who feels aggrieved by a decision or action of the Company; and

- (B) disputes between Members relating to the conduct or administration of Disc Sports;
 - (ii) for the discipline of Members;
 - (iii) for the formation and administration of an appeals tribunal (which must be independent of any party before it); and
 - (iv) for the termination of the membership of Members (except in respect of Member Organisations).
- (b) The Directors in their sole discretion may refer an allegation (which in the opinion of the Directors is not vexatious, trifling or frivolous) by a complainant (including a Director or a Member) that a Member has:
 - (i) breached, failed, refused or neglected to comply with a provision of this Constitution, the Policies or any other resolution or determination of the Directors or of any duly authorised Committee; or
 - (ii) acted in a manner unbecoming of or prejudicial to the Objects and interests of the Company or Disc Sports, or any of the above; or
 - (iii) prejudiced the Company or Disc Sports or brought the Company or Disc Sports or themselves into disrepute,

for investigation or determination either under the procedures set down in the Policies or by such other procedure as the Directors consider appropriate.
- (c) During investigatory or disciplinary proceedings under this **clause 7**, a respondent may not participate in Disc Sports, pending the determination of such proceedings (including any available appeal) unless the Directors decide continued participation is appropriate having regard to the matter at hand.
- (d) The Directors may include in any Policy or Policies a final right of appeal to an independent body outside the control of the Company.

8. TERMINATION OF MEMBERSHIP OF MEMBER ORGANISATION

8.1 Sanctions for Discipline of Member Organisations

- (a) Sanctions may be imposed against Member Organisations by the Directors for any of the matters set out in subclauses 7.2(b)(i)-(iii). The Directors may impose any sanctions they consider appropriate, provided that termination of membership must be dealt with in accordance with clause 8.2.

8.2 Termination of Membership of Member Organisations

- (a) The Directors may not terminate the membership of a Member Organisation unless all avenues of appeal available to the relevant Member Organisation under the Policies have been exhausted, or the Member Organisation has not pursued an avenue of appeal available to it within a reasonable period of time.
- (b) Subject to compliance with **clause 8.2(a)** the Directors may recommend to a General Meeting that the membership of a Member Organisation be terminated.

- (c) Upon recommendation from the Directors under **clause 8.2(b)**, a General Meeting may, by Special Resolution, terminate the membership of a Member Organisation.
- (d) Where the membership of a Member Organisation is terminated in accordance with this **clause 8.2**, the Directors may admit another compliant Member Organisation to represent the relevant State.

9. FEES AND SUBSCRIPTIONS

9.1 Membership Fee

- (a) The Directors must determine from time to time:
 - (i) the amount (if any) payable by an applicant for membership;
 - (ii) the amount of the annual subscription fee payable by each Member, or any category of Members;
 - (iii) any other amount to be paid by each Member, or any category of Members, whether of a recurrent or any other nature; and
 - (iv) the payment method and the due date for payment.
- (b) Each Member must pay to the Company the amounts determined under this **clause 9** in accordance with **clause 9.1(a)(iv)**.

9.2 Non-Payment of Fees

Subject to clause 9.3, the rights that a class of Member has under clause 5 to be advised of, attend, debate at or vote at General Meetings will be suspended while the payment of any amount payable under **clause 9** is in arrears for more than 90 days.

9.3 Deferral or reduction of subscriptions

- (a) The Directors may defer the obligations of a Member to pay any amount payable under **clause 9** or reduce (including to zero) an amount payable by a Member, if the Directors are satisfied that:
 - (i) there are reasonable grounds for doing so;
 - (ii) the Company will not be materially disadvantaged as a result; and
 - (iii) the Member agrees to pay the deferred or (if greater than zero) reduced amount within a time fixed by the Directors.
- (b) If the Directors defer or reduce an amount payable by a Member under this **clause 9.3**, that Member will retain the rights they have under clause 5 to be advised of, attend, debate at or vote at a General Meeting, unless otherwise specified by the Directors.

10. GENERAL MEETINGS

10.1 Annual General Meeting

AGMs of the Company are to be held:

- (a) according to the Corporations Act; and

- (b) at a date and venue determined by the Directors.

10.2 Power to convene General Meeting

- (a) The Directors may convene a General Meeting when they think fit and must do so if required by the Corporations Act.
- (b) The Member Organisations may convene a General Meeting in accordance with the Corporations Act.

10.3 Notice of a General Meeting

- (a) Notice of a General Meeting of Members must be given:
 - (i) to all Members entitled to attend the General Meeting, the Directors, and the auditor of the Company; and
 - (ii) in accordance with **clause 23** and the Corporations Act.
- (b) At least 42 days prior to the proposed date of the AGM, the Company Secretary will request from Member Organisations notices of motion, which must be received no less than 28 days prior to the AGM.
- (c) At least 21 days' notice of the time and place of a General Meeting must be given, together with:
 - (i) all information required to be included in accordance with the Corporations Act;
 - (ii) in the case of a proposed Special Resolution, the intention to propose the Special Resolution and the terms of the proposed Special Resolution;
 - (iii) where applicable, any notice of motion received from any Member Organisation or Director in accordance with the Corporations Act; and
 - (iv) where applicable, a list of all nominations received for positions to be elected at the relevant General Meeting.

10.4 No other business

No business other than that stated in the notice of meeting may be transacted at a General Meeting.

10.5 Cancellation or postponement of General Meeting

Where a General Meeting (including an AGM) is convened by the Directors they may, if they think fit, cancel the meeting or postpone the meeting to a date and time they determine. This clause does not apply to a General Meeting convened by:

- (a) Members according to the Corporations Act;
- (b) the Directors at the request of Members; or
- (c) a court.

10.6 Written notice of cancellation or postponement of General Meeting

Notice of the cancellation or postponement of a General Meeting must state the reasons for doing so and be given to:

- (a) each Member entitled to attend the General Meeting; and
- (b) each other person entitled to notice of a General Meeting under the Corporations Act.

10.7 Contents of notice postponing General Meeting

A notice postponing a General Meeting must specify:

- (a) the new date and time for the meeting;
- (b) the place where the meeting is to be held, which may be either the same as or different to the place specified in the notice originally convening the meeting; and
- (c) if the meeting is to be held in two or more places, the technology that will be used to hold the meeting in that manner.

10.8 Number of clear days for postponement of General Meeting

The number of clear days from the giving of a notice postponing a General Meeting to the date specified in that notice for the postponed meeting must not be less than the number of clear days' notice of that General Meeting required to be given by **clause 11.8** or the Corporations Act.

10.9 Business at postponed General Meeting

The only business that may be transacted at a postponed General Meeting is the business specified in the notice originally convening the meeting.

10.10 Representative at postponed General Meeting

Each Member Organisation is entitled to appoint Representatives as per **clause 10.12**.

10.11 Non-receipt of notice

The non-receipt of a notice convening, cancelling or postponing a General Meeting by, or the accidental omission to give a notice of that kind to a person entitled to receive it, does not invalidate any resolution passed at the General Meeting or at a postponed meeting or the cancellation or postponement of the meeting.

10.12 Right to appoint Representatives

- (a) In accordance with the Corporations Act, each Member Organisation is entitled to appoint two (2) individuals as their Representatives to attend, debate and vote at General Meetings, and to exercise the powers of the Member Organisation in relation to resolutions to be passed without meetings.

- (b) Each Member Organisation will have two votes, each to be exercised by a Representative. If only one Representative is present at the time a vote is required, the Representative present may exercise two (2) votes.
- (c) In addition to each Member Organisation's appointed Representatives, they shall be entitled to appoint one further representative to attend meetings, but not vote.

11. PROCEEDINGS AT GENERAL MEETING

11.1 Number for a quorum

A quorum for Meetings of the Company shall be a simple majority of the Member Organisations (where for the purposes of determining if a quorum is present, only one Representative from each Member Organisation is to be counted).

11.2 Requirement for a quorum

An item of business may not be transacted at a General Meeting unless a quorum is present at the commencement of, and remains throughout, the General Meeting.

11.3 Quorum and time

If, within 30 minutes after the time appointed for a General Meeting, a quorum is not present, the meeting:

- (a) if convened by, or on requisition of, Members, is dissolved; and
- (b) in any other case stands adjourned to such other day, time and place as the Chair determines.

11.4 Adjourned meeting

If a quorum is not present within 30 minutes after the time appointed for the adjourned meeting, those Representatives of Member Organisations then present shall constitute a quorum.

11.5 Chair to preside over General Meetings

- (a) The Chair is entitled to preside at General Meetings.
- (b) If a General Meeting is convened and there is no Chair, or the Chair is not present within 15 minutes after the time appointed for the meeting, or is unable or unwilling to act as Chair for the meeting, the following may preside as Chair for the meeting (in order of entitlement):
 - (i) a Director (or other person) chosen by a majority of the Directors present;
 - (ii) the only Director present; or
 - (iii) a Representative of a Member Organisation who is entitled to vote and is chosen by a majority of the Representatives of Member Organisations present.

11.6 Conduct of General Meetings

- (a) The Chair:

- (i) has charge of the general conduct of the meeting and of the procedures to be adopted;
 - (ii) may require the adoption of any procedure which in his or her opinion is necessary or desirable for proper and orderly debate or discussion or the proper and orderly casting or recording of votes; and
 - (iii) may, having regard where necessary to the Corporations Act, terminate discussion or debate on any matter whenever he or she considers it necessary or desirable for the proper conduct of the meeting.
- (b) A decision by the Chair under this **clause 11.6** is final.

11.7 Adjournment of General Meeting

- (a) The Chair may with a majority vote at any General Meeting at which a quorum is present, adjourn the meeting or any business, motion, question, resolution, debate or discussion being considered or remaining to be considered at the meeting.
- (b) The adjournment may be either to a later time at the same meeting or to an adjourned meeting at any time and place agreed by a majority vote of the Representatives present.
- (c) Only unfinished business is to be transacted at a meeting resumed after an adjournment.

11.8 Notice of adjourned meeting

- (a) It is not necessary to give any notice of an adjournment or of the business to be transacted at any adjourned meeting unless a meeting is adjourned for 30 days or more.
- (b) In that case, at least the same period of notice as was originally required for the meeting must be given for the adjourned meeting.

11.9 Questions decided by majority

Subject to the requirements of the Corporations Act and except in the case of a Special Resolution, a resolution is carried if a simple majority of the votes cast on the resolution are in favour of it.

11.10 Equality of votes

Where an equal number of votes are cast in favour of and against the resolution, the resolution is not carried.

11.11 Declaration of results

- (a) At any General Meeting a resolution put to the vote of the meeting must be decided on a show of hands unless a poll is properly demanded and the demand is not withdrawn.
- (b) A declaration by the Chair that a resolution has on a show of hands been carried or carried unanimously, or carried by a particular majority, or lost, and an entry to

that effect in the minutes of the meetings of the Company, is conclusive evidence of the fact.

- (c) Neither the Chair nor the minutes need state, and it is not necessary to prove, the number or proportion of the votes recorded for or against the resolution.

11.12 Poll

- (a) If a poll is properly demanded in accordance with the Corporations Act or by the Chair of the meeting, it must be taken in the manner and at the date and time directed by the Chair, and the result of the poll is the resolution of the meeting at which the poll was demanded.
- (b) A poll demanded on the election of a Chair or on a question of adjournment must be taken immediately.
- (a) A demand for a poll may be withdrawn.
- (b) A demand for a poll does not prevent the General Meeting continuing for the transaction of any business other than the question on which the poll was demanded.

11.13 Objection to voting qualification

- (a) An objection to the right of a person to attend or vote at a General Meeting (including an adjourned meeting):
 - (i) may not be raised except at that meeting; and
 - (ii) must be referred to the Chair for determination, where the Chair's determination is final.
- (b) A vote not disallowed under the objection is valid for all purposes.

11.14 Electronic voting

Voting by electronic communication at General Meetings may be permitted from time to time in such instances as the Directors may determine and shall be held in accordance with procedures prescribed by the Directors.

12. VOTES OF MEMBERS

12.1 Votes of Members

- (a) At a General Meeting, on a show of hands and on a poll, each of the Member Organisations shall have the votes set out in this **clause 12.1**.
- (b) Each Member Organisation will receive two (2) votes, to be exercised by the Member Organisation's Representatives. If only one Representative is present at the time a vote is required, the present Representative may exercise two (2) votes.
- (c) No Member other than a Member Organisation shall be entitled to vote at General Meetings.

12.2 Election of Directors

- (a) Elections for Elected Directors shall be by ballot in accordance with this **clause 12.2** either before or at the relevant Annual General Meeting.
- (b) The ballot for an election to fill one or more Elected Director positions will be conducted in accordance with the following procedure:
 - (i) if at the close of nominations for an election to fill one or more Elected Director positions the number of eligible nominees is equal to or less than the number of positions to be filled, then no election is to take place and those eligible nominees will be taken to be elected to fill one or more of the Elected Director positions; or
 - (ii) if at the close of nominations for an election to fill one or more Elected Director positions there are more eligible nominees than the number of positions to be filled, a ballot for each vacant position will be conducted. Each Representative may cast one vote for one nominee in each ballot. The nominee who receives the highest number of votes in each ballot for each vacant position will be elected to fill the Elected Director position. If two or more nominees receive the same number of votes then additional ballots will be conducted of the same nominees until such time as one nominee has a majority of votes.
 - (iii) The Directors shall determine the manner of the poll.

12.3 Resolutions not in General Meeting

- (a) If all Representatives of Member Organisations sign a document containing a statement that they are in favour of a resolution in terms set out in the document, a resolution in those terms is deemed to have been passed at a General Meeting of the Company held at the time on which the document was signed by the last Representative.
- (b) For the purposes of **clause 12.3(a)**, two or more separate documents containing statements in identical terms, each of which is signed by one or more Representatives, are deemed together to constitute one document containing a statement in those terms signed by those Representatives on the respective days on which they signed the separate documents.
- (c) A facsimile transmission or other form of visible or other electronic communication under the name of a Member is deemed to be a document in writing signed by that Member for the purpose of this clause.

13. DIRECTORS

13.1 Number of Directors

- (a) There shall be five (5) elected and two (2) appointed Directors.
- (b) Elected Directors shall be elected under **clause 13.7**, Appointed Directors shall be appointed under **clause 13.10**.

13.2 Transitional provisions

- (a) The Directors at the time the new constitution is passed shall remain in their roles until the first AGM following the adoption of this constitution.
- (b) At the first AGM following the adoption of this constitution, two Elected Directors will be elected for three years, two Elected Directors will be elected for two years and one Elected Directors will be elected for one year.
- (c) At the second AGM following the adoption of this constitution, one Elected Director will be elected for three years.
- (d) At the third AGM following the adoption of this constitution, two Elected Directors will be elected for three years.
- (e) The elected cycle will then proceed based on terms of election.

13.3 Eligibility

- (a) A person who:
 - (i) is an employee (excluding casuals and contractors) of the Company, of a Member Organisation or of an Affiliated Member; or
 - (ii) holds an Official Position with a Member Organisation or an Affiliated Member; or
 - (iii) was a Director of the Company and **clause 13.8** applies; or
 - (iv) is or was CEO of the Company at any time within the period beginning three years prior to the date of his/her proposed appointment or election as a Director,may not hold office as a Director.
- (b) A Director who accepts employment or appointment to a role referred to in clause 13.3(a) must notify the other Directors of that fact immediately and must resign as a Director.
- (c) A person elected or appointed as a Director at the time of holding a position referred to in clause 13.3(a) must resign from that position within 30 days, or resign as a Director.
- (d) No person shall be eligible to stand for an Elected Director position if, during the proposed term of office, they would be in breach of **clause 13.8**.
- (e) The Directors may determine position or role descriptions or necessary qualifications for Director positions.

13.4 Nomination for election

- (a) At least 42 days prior to the proposed date of the AGM at which a resolution or resolutions will be proposed to fill a vacancy in an Elected Director position, the Company Secretary will request from Members nominations (which comply with this

clause 13.4) for elections to positions falling vacant, which must be received no less than 28 days prior to the AGM.

- (b) Any Member or Director may nominate a person to fill a vacancy in an Elected Director position at the AGM.
- (c) A nomination must:
 - (i) be in the form required by the Directors;
 - (ii) Supported by at least two Member Organisation Representatives;
 - (iii) signed by the nominator and nominee.

13.5 Term of office of Directors generally

Subject to **clauses 13.2, 13.7, 13.8 and 13.9**, an Elected Director will hold office for a term of three years.

13.6 Office held until end of meeting

A retiring Elected Director holds office until the end of the meeting at which that Elected Director retires but, subject to the requirement of this Constitution, including **clause 13.8**, is eligible for re-election.

13.7 Elected Director elected at General Meeting

- (a) At a General Meeting:
 - (i) at which an Elected Director retires; or
 - (ii) at the commencement of which there is a vacancy in the office of an Elected Director,

there will be a vote of the Members conducted in accordance with **clause 12.2** to fill the vacancy by electing someone to that office.
- (b) Subject to **clauses 13.7(c), 13.8 and 13.13**, an Elected Director elected under this **clause 13.7** takes office following the end of the meeting at which they are elected for a period of three years.
- (c) An Elected Director elected under **clause 13.7(a)(ii)** is elected for the remainder of the term of office for the position that they are filling.

13.8 Maximum consecutive years in office for Directors

- (a) A Director must not serve more than nine consecutive years as a Director.
- (b) A Director who has served the maximum number of years in accordance with **clause 13.8(a)** shall not be eligible to be a Director for one year following the completion of their maximum term.

13.9 Casual vacancy in ranks of Elected Directors

- (a) The Directors may at any time appoint a person to fill a casual vacancy (as defined in **clause 13.14**) in the rank of the Elected Directors.

- (b) A person appointed under **clause 13.9(a)** holds office for the remainder of the vacating Director's term and, subject to this Constitution, they may offer themselves for re- election.

13.10 Appointed Directors

- (a) In addition to the Elected Directors, the Directors may themselves appoint two persons to be Directors because of their special business acumen and/or technical skills. These persons will be known as the "Appointed Directors".
- (b) Subject to **clauses 13.8** and **13.13**, an Appointed Director holds office for a term determined by the Directors not to exceed two years and the appointment will be on such other terms as the Directors determine.
- (c) A person may only serve six consecutive years as an Appointed Director but, subject to the other requirements of this Constitution, in particular **clause 13.8**, are otherwise eligible to be elected to an Elected Director position after a break of one year.
- (d) Subject to this Constitution, the Directors may at any time appoint a person to fill a casual vacancy (as defined in **clause 13.14**) in the rank of the Appointed Directors on whatever terms the Directors decide.

13.11 Remuneration of Directors

Subject to **clause 13.12**, a Director must not be paid for services as a Director but, with the approval of the Directors and subject to the Corporations Act, may be:

- (a) paid by the Company for services rendered to it other than as a Director; and
- (b) reimbursed by the Company for their reasonable travelling, accommodation and other expenses when:
 - (i) travelling to or from meetings of the Directors, a Committee or the Company; or
 - (ii) otherwise engaged in the affairs of the Company.

13.12 Honorary

The Company may in General Meeting by ordinary resolution determine to pay a Director an honorary .

13.13 Removal of Director

- (a) A Director may be removed by the Members in accordance with the Corporations Act.
- (b) Unless otherwise resolved at a General Meeting, a Director removed in accordance with **clause 13.13(a)** cannot be re-appointed as a Director within three years of their removal.

13.14 Vacation of office

The office of a Director becomes vacant when the Corporations Act says it does and also if the Director:

- (a) dies;

- (b) is removed in accordance with **clause 13.13**;
- (c) becomes of unsound mind or a person whose person or estate is liable to be dealt with in any way under a law relating to mental health;
- (d) resigns from office by notice in writing to the Company;
- (e) accepts appointment to, or becomes the holder of, a disqualifying position as set out in **clause 13.3** and does not resign from that position within 30 days;
- (f) is not present at three consecutive Directors' meetings without leave of absence from the Directors; or
- (g) is directly or indirectly interested in any contract or proposed contract with the Company and fails to declare the nature of the interest as required by the Act.

13.15 Alternate Director

A Director cannot appoint an alternate.

14. POWERS AND DUTIES OF DIRECTORS

14.1 Directors to manage the Company

The Directors are to manage the Company's business and may exercise those of the Company's powers that are not required, by the Corporations Act or by this Constitution, to be exercised by the Company in General Meeting.

14.2 Specific powers of Directors

Without limiting **clause 14.1**, the Directors may exercise all the Company's powers to borrow or raise money, to charge any property or business or give any other security for a debt, liability or obligation of the Company or of any other person.

14.3 Time, etc

Subject to the Corporations Act, where this Constitution requires that something be done by a particular time, or within a particular period, or that an event is to occur or a circumstance is to change on or by a particular date, the Directors may at their absolute discretion extend that time, period or date as they think fit.

14.4 Appointment of attorney

The Directors may appoint any person to be the Company's attorney for the purposes, with the powers, authorities and discretions, for the period and subject to the conditions they think fit.

14.5 Provisions in power of attorney

A power of attorney granted under **clause 14.4** may contain any provisions for the protection and convenience of persons dealing with the attorney that the Directors think fit and may also authorise the attorney to delegate (including by way of appointment of a substitute attorney) all or any of the powers, authorities and discretions of the attorney.

14.6 Delegation of powers

- (a) Without limiting **clause 17.4** the Directors may, by resolution or by power of attorney or writing under seal, delegate any of their powers to the CEO or any employee of the Company or any other person as they think fit.
- (b) Any delegation by the Directors of their powers:
 - (i) must specify the powers delegated, any restrictions on, and conditions attaching to, the exercise of those powers and the period during which that delegation is to be in force;
 - (ii) may be either general or limited in any way provided in the terms of the delegation;
 - (iii) need not be to a specified person but may be to any person holding, occupying or performing the duties of a specified office or position; and
 - (iv) may include the power to delegate.
- (c) If exercising a power depends on a person's opinion, belief or state of mind, then that power may be exercised by the delegate on the delegate's opinion, belief or state of mind about that matter.
- (d) Any power exercised by a delegate is as effective as if it had been exercised by the Directors.

14.7 Code of Conduct

The Directors must:

- (a) adopt a code of conduct for Directors; and
- (b) periodically review the code of conduct in light of the general principles of good corporate governance.

15. PROCEEDINGS OF DIRECTORS

15.1 Directors' meetings

- (a) Subject to **clause 15.1(b)**, the Directors may meet together for conducting business, adjourn and otherwise regulate their meetings as they think fit.
- (b) The Directors must meet at least six times in each calendar year.

15.2 Questions decided by majority

A question arising at a Directors' meeting is to be decided by a majority of votes of the Directors present in person and entitled to vote. Each Director present has one vote on a matter arising for decision by Directors.

15.3 Chair's casting vote

The chair of the meeting will not have a casting vote.

15.4 Quorum

Four Directors present in person constitutes a quorum.

15.5 Effect of vacancy

- (a) The continuing Directors may act despite a vacancy in their number.
- (b) However, if the number of Directors is reduced below the number required for a quorum, the remaining Directors may act only for purpose of filling the vacancies to the extent necessary to bring their number up to that required for a quorum or to convene a General Meeting.

15.6 Convening meetings

- (a) A Director may, and the CEO/Company Secretary on the request of a Director must, convene a Directors' meeting.
- (b) Notice of a meeting of Directors must be given individually to each Director (except a Director on leave of absence approved by the Directors). Notice of a meeting of Directors may be given in person, or by post or by telephone, facsimile or other electronic means.
- (c) A Director may waive notice of a meeting of Directors by giving notice to that effect to the Company in person or by post or by telephone, facsimile or other electronic means.
- (d) A person who attends a meeting of Directors waives any objection that person may have in relation to a failure to give notice of the meeting.
- (e) The non-receipt of a notice of a meeting of the Directors or the accidental omission to give notice of a meeting to a person entitled to receive notice does not invalidate any thing done (including the passing of a resolution) at a meeting of Directors.

15.7 Election of Chair

- (a) If there is a vacancy in the office of Chair, the Directors must elect one of their number to be the Chair by a majority vote.
- (b) The Director elected to be Chair under **clause 15.7(a)** will, subject to remaining a Director, remain Chair for the remaining duration of their appointment, and shall chair any meeting of Directors.
- (c) Despite **clause 15.7(b)**, if:
 - (i) there is no person elected as Chair; or
 - (ii) the Chair is not present within 15 minutes after the time appointed for the holding of the meeting; or
 - (iii) the Chair is unwilling to act as Chair for a meeting,the Directors present may elect one of their number to be Chair of the meeting.
- (d) A Director elected as Chair may be re-elected as Chair, so long as he or she remains a Director.

15.8 Circulating resolutions

- (a) The Directors may pass a resolution without a Directors' meeting being held if notice in writing of the resolution is given to all Directors and a majority of the Directors entitled to vote on the resolution (not being less than the number required for a quorum at a meeting of Directors) sign a document containing a statement that they are in favour of the resolution set out in the document.
- (b) Separate copies of the document may be used for signing by the Directors if the wording of the resolution and statement is identical in each copy. A facsimile transmission or other document produced by electronic means under the name of a Director with the Director's authority is taken to be a document signed by the Director for the purposes of **clause 15.8(a)** and is taken to be signed when received by the Company in legible form.
- (c) The resolution is passed when the last Director signs.

15.9 Validity of acts of Directors

Everything done at a Directors' meeting or a Committee meeting, or by a person acting as a Director, is valid even if it is discovered later that there was some defect in the appointment, election or qualification of any of them or that any of them was disqualified or had vacated office.

15.10 Directors' Interests

- (a) A Director shall declare to the Directors any material personal interest or related party transaction, as defined by the Corporations Act, as soon as practicable after that Director becomes aware of their interest in the matter.
- (b) Where a Director declares a material personal interest or in the event of a related party transaction, that Director is ineligible to receive the Directors' meeting papers related to the matter, and must absent himself or herself from discussion of such matter and shall not be entitled to vote in respect of such matter unless otherwise determined by the Directors.
- (c) In the event of any uncertainty in this regard, the issue shall immediately be determined by a vote of the Directors or, if this is not possible, the matter shall be adjourned or deferred to the next meeting.
- (d) The Company Secretary shall maintain a register of declared interests.

15.11 Minutes

The Directors must cause minutes of meetings to be made and kept according to the Corporations Act.

16. TELECOMMUNICATION MEETINGS OF THE COMPANY

16.1 Telecommunication Meeting

- (a) A General Meeting or a Directors' Meeting may be held by means of a Telecommunication Meeting, provided that:
 - (i) the number of Members or Directors (as applicable) participating is not less than a quorum required for a General Meeting or Directors' Meeting (as applicable); and

- (ii) the meeting is convened and held in accordance with the Corporations Act.
- (b) All provisions of this Constitution relating to a meeting apply to a Telecommunication Meeting in so far as they are not inconsistent with the provisions of this **clause 16**.

16.2 Conduct of Telecommunication Meeting

The following provisions apply to a Telecommunication Meeting of the Company:

- (a) all persons participating in the meeting must be linked by telephone, audio-visual or other instantaneous means for the purpose of the meeting;
- (b) each of the persons taking part in the meeting must be able to hear and be heard by each of the other persons taking part at the commencement of the meeting and each person so taking part is deemed for the purposes of this Constitution to be present in person at the meeting;
- (c) at the commencement of the meeting each person must announce his or her presence to all other persons taking part in the meeting;
- (d) a person may not leave a Telecommunication Meeting by disconnecting his or her telephone, audio-visual or other communication equipment unless that person has previously notified the Chair;
- (e) a person may conclusively be presumed to have been present and to have formed part of a quorum at all times during a Telecommunication Meeting unless that person has previously notified the Chair of leaving the meeting; and
- (f) a minute of proceedings of a Telecommunication Meeting is sufficient evidence of the proceedings and of the observance of all necessary formalities if the minute is certified to be a correct minute by the Chair.

17. CHIEF EXECUTIVE OFFICER

17.1 Appointment of CEO

The Directors shall appoint a CEO.

17.2 Powers, duties and authorities of CEO

- (a) The CEO holds office on the terms and conditions (including terms and conditions as to remuneration) and with the powers, duties and authorities, delegated to them by the Directors.
- (b) The exercise of those powers and authorities, and the performance of those duties, by the CEO are subject at all times to the control of the Directors.

17.3 Suspension and removal of CEO

Subject to the terms and conditions of the appointment, the Directors may suspend or remove the CEO from that office.

17.4 Delegation by Directors to CEO

The Directors may delegate to the CEO the power (subject to such reservations on the power as are decided by the Directors) to conduct the day-to-day management and control of the business and affairs of the Company. The delegation will include the power and responsibility to:

- (a) develop business plans, budgets, strategies, policies, processes and codes of conduct for consideration by the Directors and to implement them to the extent approved by the Directors;
- (b) manage the financial and other reporting mechanisms of the Company;
- (c) approve and incur expenditure subject to specified expenditure limits;
- (d) sub-delegate his or her powers and responsibilities to employees or internal management committees of the Company; and
- (e) any other powers and responsibilities which the Directors consider appropriate to delegate to the CEO.

17.5 CEO to attend meetings

The CEO is entitled, subject to a determination otherwise by the Directors, to attend all meetings of the Company, all meetings of the Directors and any Committees and may speak on any matter, but does not have a vote.

18. COMPANY SECRETARY

18.1 Appointment of Company Secretary

There must be at least one Company Secretary who is to be appointed by the Directors.

18.2 Suspension and removal of Company Secretary

The Directors may suspend or remove a Company Secretary from that office by giving written notice.

18.3 Powers, duties and authorities of Company Secretary

A Company Secretary holds office on the terms and conditions (including as to remuneration) and with the powers, duties and authorities, delegated to them by the Directors.

19. COMMITTEES

19.1 Committees

The Directors may delegate any of their powers to Committees consisting of those persons they think fit (including Directors, individuals and consultants), and may vary or revoke any delegation.

19.2 Powers delegated to Committees

- (a) A Committee must exercise the powers delegated to it according to the terms of the delegation and any directions of the Directors.

- (b) Powers delegated to and exercised by a Committee are taken to have been exercised by the Directors.

19.3 Committee meetings

Unless otherwise determined by the Directors, committee meetings are governed by the provisions of this Constitution dealing with Directors' meetings, as far as they are capable of application.

20. POLICIES

20.1 Making and amending Policies

- (a) In addition to policies made under **clause 7.2**, the Directors may from time to time make Policies:
 - (i) that are required to be made under this Constitution; and
 - (ii) which in their opinion are necessary or desirable for the control, administration and management of the Company's affairs
- (b) The Directors may from time to time amend, repeal and replace those Policies.
- (c) The Policies referred to in **clauses 7.2** and **20.1(a)** take effect 7 days after the service of the Policy on the Members and shall be of force and effect on that date.

20.2 Effect of Policies

A Policy:

- (a) is subject to this Constitution;
- (b) must be consistent with this Constitution;
- (c) when in force, is binding on all Members and has the same effect as a provision in this Constitution; and
- (d) may only be overruled if a resolution to that effect is passed by the Members at a General Meeting.

21. INSPECTION OF RECORDS

A Member does not have the right to inspect any document of the Company (including registers kept by the Company) except as required by law.

22. ACCOUNTS

22.1 Accounting Records

The Directors will cause proper accounting and other records to be kept and will distribute copies of financial statements as and when required by the Corporations Act.

22.2 Auditor

A properly qualified auditor or auditors shall be appointed by the Directors and the remuneration of such auditor or auditors will be fixed and the auditor's duties regulated in accordance with the Corporations Act.

23. SERVICE OF DOCUMENTS

23.1 Document includes notice

In this **clause 23**, document includes a notice.

23.2 Methods of service on a Member

The Company may give a document to a Member:

- (a) personally;
- (b) by sending it by post to the address for the Member in the Register or an alternative address nominated by the Member; or
- (c) by sending it to a facsimile number or electronic address nominated by the Member.

23.3 Methods of service on the Company

A Member may give a document to the Company:

- (a) by delivering it to the Registered Office;
- (b) by sending it by post to the Registered Office; or
- (c) by sending it to a facsimile number or electronic address nominated by the Company.

23.4 Post

A document sent by post if sent to an address:

- (a) in Australia, may be sent by ordinary post; and
- (b) outside Australia, or sent from an address outside Australia, must be sent by airmail, and in either case is taken to have been received on the fourth business day after the date of its posting.

23.5 Facsimile or electronic transmission

If a document is sent by facsimile or electronic transmission, delivery of the document is taken to:

- (a) be effected by properly addressing and transmitting the facsimile or electronic transmission; and
- (b) have been delivered on the business day following its transmission.

24. INDEMNITY

24.1 Indemnity of officers

- (a) This **clause 24** applies to every person who is or has been:
 - (i) a Director, CEO or Company Secretary of the Company; and
 - (ii) an officer, employee, or a former officer or former employee of the Company or of its related bodies corporate as the Directors in each case determine.

Each person referred to in this paragraph (a) is referred to as an "Indemnified Officer" for the purposes of the rest of **clause 24**.

- (b) The Company will indemnify each Indemnified Officer of the Company against:
 - (i) every liability (except a liability for legal costs) that the Indemnified Officer incurs as an Officer of the Company or of a related body corporate of the Company; and
 - (ii) all legal costs incurred in defending or resisting (or otherwise in connection with) proceedings, whether civil or criminal or of an administrative or investigatory nature, in which the Indemnified Officer becomes involved as an officer of the Company or of a related body corporate of the Company, unless:
 - (iii) the Company is forbidden by statute to indemnify the person against the liability or legal costs; or
 - (iv) an indemnity by the Company of the person against the liability or legal costs would, if given, be made void by statute.

24.2 Insurance

The Company may pay or agree to pay, whether directly or through an interposed entity, a premium for a contract insuring an Indemnified Officer against liability that the Indemnified Officer incurs as an officer of the Company or of a related body corporate of the Company including a liability for legal costs, unless:

- (a) the Company is forbidden by statute to pay or agree to pay the premium; or
- (b) the contract would, if the Company paid the premium, be made void by statute.

24.3 Deed

The Company may enter into a deed with any Indemnified Officer or a deed poll to give effect to the rights conferred by **clause 24.1** on the terms the Directors think fit (as long as they are consistent with **clause 24**).

25. WINDING UP

25.1 Contributions of Members on winding up

- (a) Each Member Organisation must contribute to the Company's property if the Company is wound up while they are a Member or within one year after their membership ceases.
- (b) The contribution is for:
 - (i) payment of the Company's debts and liabilities contracted before their membership ceased;
 - (ii) the costs of winding up; and
 - (iii) adjustment of the rights of the contributories among themselves,and the amount is not to exceed \$1.00.
- (c) No other Member must contribute to the Company's property if the Company is wound up.

25.2 Excess property on winding up

- (a) If on the winding up or dissolution of the Company, and after satisfaction of all its debts and liabilities, any property remains, that property must be given or transferred to another body or bodies:
 - (i) having objects similar to those of the Company; and
 - (ii) whose constitution prohibits (or each of whose constitutions 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 under this Constitution.
- (b) That body is, or those bodies are, to be determined by the Member Organisations at or before the time of dissolution or, failing that determination, by a court of competent jurisdiction who has or acquires jurisdiction in the matter.

SCHEDULE 1: LIFE MEMBERS (AT DATE OF CONSTITUTION)

[Rob Hancock Award Recipients \(Life Members\)](#)

2018	<u>Kath Adlard and David O'Brien</u>
2017	<u>Mat Ryan</u>
2016	<u>Kim Holmes</u>
2015	<u>Tom Rogacki & Steve Campbell</u>
2014	<u>Lisi Moore</u>
2013	<u>Owen Shepherd</u>
2012	<u>Melissa Gangemi</u>
2012	<u>Chris Warris</u>
2011	<u>Rachel Grindlay</u>
2011	<u>Jason de Rooy</u>
2010	<u>Nicole Footer</u>
2010	<u>Andrew (Temple) Stanley</u>
2009	<u>Shavawn Donoghue</u>
2007	<u>Steve Baker</u>
2007	<u>Bruce McNaughton</u>
2006	<u>Nikki Shires</u>
2005	<u>Sandra Poon</u>
2005	<u>Piers Truter</u>
2004	<u>Simon Farrow</u>
2003	<u>Fiona Macrae</u>
2003	<u>John Greenfield</u>
2002	<u>John Damiani</u>

2002	<u>Jemery Day</u>
2001	<u>Leon Smith</u>
2000	<u>Jonathan Potts</u>
2000	Tom Brennan
1998	Padi O'Neill
1997	Simon Wood
1996	Vicky Colliver
1995	Doug Bryers
1994	<u>Sally Basten</u>
1994	<u>Sandy Castleden (Jarvis)</u>
1992	James Garvey
1991	<u>Andrew Morris</u>
1990	Gail Lynch
1989	Leigh Bird
1988	<u>Martin Ryland-Adair</u>
1987	Brian Allen