



**AUSTRALIAN
CHIROPRACTORS
ASSOCIATION**

Australian Chiropractors Association Limited Constitution

Australian Chiropractors Association Limited

ACN 050 096 038

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Contents

1.	Definitions and interpretation	1
2.	Replaceable rules	3
3.	Objects	3
4.	Limited liability	4
5.	Use of the property by the Company	4
6.	Use of property on winding up and on revocation of endorsement	5
7.	Gift Fund	6
8.	Fundraising authority	7
9.	Members	7
10.	Fees to be paid by Members	9
11.	Cessation of Membership	9
12.	Discipline of Members	10
13.	Dispute resolution and final appeal	13
14.	Register of Members	17
15.	Meetings of Members	18
16.	Proceedings at meetings of Members	20
17.	Voting at meetings of Members	23
18.	Appointment and removal of Board of Directors	25
19.	Appointment and removal of office bearers	29
20.	Proceedings of the Board	29
21.	Director's contracts with the Company	31
22.	Powers and duties of the Board	32
23.	Patron	33
24.	Committees	34
25.	Minutes	35
26.	Accounts and audit	35
27.	Notices	36
28.	Indemnity	37
29.	Alteration of the Constitution	37
	Schedule 1 – Incoming Directors	37

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1. Definitions and interpretation

1.1 Definitions

In the construction of this Constitution, unless the contrary intention appears:

Acts means the Corporations Act and the ACNC Act as it applies to the Company.

ACNC Act means the Australian Charities and Not-for-profits Commission Act 2012 (Cth) as it applies to the Company.

Annual General Meeting means an annual General Meeting of the Company required to be held at least once in each calendar year and within 5 months after the end of its financial year.

Annual Subscription means the amount payable annually by each Member as determined by the Board.

Application Fee means the amount (if any) determined by the Board from time to time which is payable by a Member upon his or her application to become a Member of the Company.

Board means the Board of Directors of the Company.

CEO means the Chief Executive Officer of the Company.

Chairperson means the chairperson of the Board appointed at clause 19.1.

Company means Australian Chiropractors Association Ltd ACN 050 096 038.

Company Secretary means any person appointed to perform the duties of secretary of the Company and includes an assistant secretary or any person appointed to act as the secretary or assistant secretary temporarily.

Constitution means this constitution.

Corporations Act means the Corporations Act 2001 (Cth) as it applies to the Company.

Court means any State or Federal Court of the Commonwealth of Australia.

Directed Proxy means the type of proxy appointment set out under clause 15.6(c)(i).

Direct Vote means the method of voting set out under clause 17.3(a).

Directors means the directors of the Company in office.

General Meeting means a meeting of Members duly called and constituted in accordance with this Constitution and any adjourned holding of it.

Gift Fund means a fund that is maintained for the furtherance of the Objects of the Company in accordance with clause 7.

ITAA means the Income Tax Assessment Act 1997 (Cth).

Member means any person entered in the Register as a member of the Company.

Membership means membership of the Company.

Objects of the Company means the objects set out in clause 3.

Office means the registered office of the Company.

Officer means:

- (a) a Director or Company Secretary of the Company; or
- (b) a person:
 - who makes, or participates in making, decisions that affect the whole, or a substantial part, of the business of the Company; or
 - who has the capacity to affect significantly the corporation's financial standing; or
 - in accordance with whose instructions or wishes the Directors of the Company are accustomed to act (excluding advice given by the person in the proper performance of functions attaching to the person's professional capacity or their business relationship with the Directors or the Company).

Ordinary Resolution means a resolution of a general meeting where more than 50% of the total votes cast on the resolution are in favour of the resolution.

Overdraft Rate means the interest rate charged by the Company's bankers on any overdraft taken out by the Company.

Patron means a person who has been appointed as a patron of the Company pursuant to clause 23.

Policies means policies as adopted by the Board and policy has the corresponding meaning.

President means a person who has been appointed as president of the Company pursuant to clause 19.2(a).

Regional Committees means those committees established by the Board in accordance with clause 24.2.

Register means the Register of Members kept by the Company.

Remuneration includes, without limitation, salaries, wages, commissions, fees, rewards, allowances, bonuses, incentive schemes or profit sharing schemes.

Special Resolution means a resolution of a general meeting where at least 75% of the votes cast on the resolution are in favour of the resolution and which is passed in accordance with sections 249H and 249L of the Corporations Act.

Standard Member means those Members with the rights set out in clause 9.5.

Undirected Proxy means the type of proxy appointment set out under clause 15.6(c)(ii)

Vice-President means a person who has been appointed as vice-president of the Company pursuant to clause 19.2(b).

1.2 Interpretation

In the construction of this Constitution:

- (a) headings are disregarded;
- (b) words importing persons include partnerships, associations, corporations, companies unincorporated and incorporated whether by Act of Parliament or otherwise, as well as individuals;
- (c) singular includes plural and vice versa and words importing any gender include all other genders
- (d) except for the definitions in the preceding clause, 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; and
- (e) all references to statutory provisions are construed as references to any statutory modification or re-enactment for the time being in force.

2. Replaceable rules

1.1 Replaceable rules

The operation of each of the sub-sections of the Corporations Act which are defined as replaceable rules are displaced by this Constitution and do not apply to the Company.

3. Objects

The Objects of the Company are to:

- (a) promote, foster and protect the practice of chiropractic;
- (b) improve the health of Australians particularly through the advancement of the practice of chiropractic;
- (c) promote and maintain the professional and ethical standards of chiropractors;
- (d) advocate for, promote and defend/protect the interests of members and the chiropractic profession,
- (e) support chiropractic education that promotes the science, philosophy and practise of chiropractic;
- (f) support research activity that drives best practice in chiropractic;
- (g) promote ongoing professional development to promulgate best practice and accountability in chiropractic;
- (h) develop partnerships with government, business and community groups to work together on matters of interest to the chiropractic profession;
- (i) conduct such activities as are deemed appropriate to support all members of the association; and
- (j) deal for and on behalf of members on matters which the members and/or the Board determine to be appropriate.

4. Limited Liability

4.1 Members' liability

The liability of the Members is limited.

4.2 Members' contributions

Every Member of the Company undertakes to contribute to the assets of the Company if it is wound up while the Member is a Member, or within one year after the Member ceases to be a Member, for:

- (a) the payment of the debts and liabilities of the Company, contracted before the Member ceased to be a Member; and
- (b) the expenses of winding up the Company.

4.3 Amount of Members' contributions

The amount of the contribution under clause 4.2 must not exceed \$10 per member in any circumstances.

5. Use of the property by the Company

5.1 Conduit policy

Any allocation of funds or property to other institutions, bodies, entities, organisations, government departments or persons must be made in accordance with the established Objects of the Company and not be influenced by the expressed preference or interest of a particular donor to the Company.

5.2 Application of Company property

Subject to clauses 5.3 and 5.4 below, all income and property of the Company must be applied for the Objects of the Company. No portion of the income or property may be paid or transferred directly or indirectly by way of dividend, bonus or otherwise by way of profit or return of capital to any Member.

5.3 Payments of Company expenses

Nothing in clause 5.2 prevents the payment in good faith of reasonable and proper:

- (a) remuneration to any of the officers or employees of the Company or to any Member in return for any services actually rendered by them to the Company;
- (b) interest on money borrowed from any Member for any of the purposes of the Company (provided the interest rate does not exceed the rate charged by the Company's bank on similar borrowings);
- (c) rent for premises let by any Member to the Company; or
- (d) payment for any goods supplied to the Company by any Member.

5.4 Remuneration of Directors

No remuneration or other benefit may be paid or given by the Company to any Director except:

- (a) for the reimbursement of out-of-pocket expenses incurred on reasonable commercial terms in carrying out the duties of a Director; or
- (b) for the following payments, which must first be approved by a resolution of the Board:
 - (i) for any service rendered to the Company in a professional or technical capacity, where the terms of service are on reasonable commercial terms and have been previously approved by a resolution of the Board;
 - (ii) for interest on money lent by any Director to the Company at a rate not exceeding the Overdraft Rate;
 - (iii) for market rent on any premises let by any Director to the Company;
 - (iv) for remuneration paid to any Director for services provided to the Company other than services provided to Company in the performance of his or her ordinary duties as a Director,
- (c) as a stipend, where the overall quantum of funds payable to Directors is approved by the members at a General Meeting.

5.5 Conflict of interest resolution

At any general meeting of the Members or the Directors at which a resolution is put for approval of a payment to be made pursuant to clause 5.4 (conflict of interest resolution) the Director who is the object of the conflict of interest resolution and any other Director or Member who is related to that Director is not entitled to:

- (a) be present or heard in discussions on the conflict of interest resolution other than with the permission of the other Members or Directors;
- (b) propose or second the conflict of interest resolution;
- (c) vote on the conflict of interest resolution; or
- (d) be present at the meeting when the conflict of interest resolution is put to the vote other than with the permission of the other Directors or Members.

6. Use of property on winding up and on revocation of endorsement

6.1 Surplus

If on the:

- (a) winding up or dissolution of the Company; or
- (b) the revocation of the Company's endorsement as a deductible gift recipient or an income tax exempt entity under the ITAA,

any property remains after the satisfaction of all its debts and liabilities (Surplus), the Surplus must not be paid or distributed among the Members.

6.2 Transfer of Surplus

The Surplus must be given or transferred to an institution, body, entity, or organisation (Transferee Entity):

- (a) having objects similar to the Objects of the Company and which is endorsed as a deductible gift recipient under the ITAA;
- (b) is registered as a charity under the ACNC Act; and
- (c) whose constitution prohibits the distribution of its income and property among its Members to an extent at least as great as is imposed on the Company under clause 5.

6.3 Choice of transferee

The Transferee Entity must be chosen by the Board (as the Board were constituted at the commencement of the winding up). If the Board does not choose a Transferee Entity within a reasonable time, any Member at the commencement of the winding up or the liquidator may apply to the Supreme Court of New South Wales to choose the Transferee Entity.

7. Gift Fund

7.1 Company to maintain a Gift Fund

The Company may maintain a Gift Fund, which must be established and maintained in accordance with this clause 7.

7.2 Rules applying to the Gift Fund

The following rules apply to any Gift Fund established and maintained by the Company:

- (a) the Gift Fund must have a name;
- (b) the Company must maintain sufficient documents to provide evidence of the Gift Fund's purpose and operations;
- (c) the Company must maintain a separate bank account for the Gift Fund;
- (d) the following must be credited to the Gift Fund:
 - (i) all gifts of money or property to the Company for the furtherance of its Objects; and
 - (ii) all money or property received by the Company because of those gifts;
- (e) no other money or property may be credited to the Gift Fund; and
- (f) the Company must use any gifts, money or property of the kind referred to in clause 7.2(d)(i) only for the furtherance of the Objects of the Company.

7.3 Winding up of Gift Fund

At the first occurrence of:

- (a) the winding up of the Gift Fund; or
- (b) the revocation of the Company's deductible gift recipient endorsement under Division 30 of the ITAA,

any surplus assets of the Gift Fund must be transferred to another fund, authority, institution or organisation in Australia which is endorsed as a deductible gift recipient under the ITAA.

8. Fundraising authority

If the Company holds an authority to fundraise from NSW Fair Trading (or such other government entity responsible for fundraising in NSW or any other state from time to time), no addition, alteration or amendment may be made to clauses 4 or 5 without the prior written approval of the Minister responsible for the administration of the relevant Commonwealth or State fundraising legislation from time to time.

9. Members

9.1 General

The Members consist of:

- (a) those persons registered as a Member at the date this Constitution is adopted as the Constitution of the Company; and
- (b) all other persons, after the date this Constitution is adopted, qualified and admitted to be a Member in accordance with this Constitution.

9.2 Number of Members

There is no maximum number of Members.

9.3 Members' qualification

A person is qualified to be a Member of the Company who:

- (a) is at least 18 years of age;
- (b) in relation to a person seeking to be admitted as a Standard Member, is a qualified and registered chiropractor;
- (c) has applied for Membership of the Company as provided by clause 9.6; and
- (d) has been approved for Membership of the Company by the Board.

9.4 Rights of categories

As at the date of adoption of this Constitution, the categories of Members are:

- (a) Standard Members; and
- (b) any additional categories of Members so determined by the Board, and the rights attaching to each additional category of Members will be determined by the Board from time to time.

9.5 Rights of Standard Members

Standard Members are entitled to:

- (a) receive notices of meetings of Members;
- (b) be counted towards a quorum of Members present at a General Meeting;
- (c) appoint a proxy to vote at a General Meeting;
- (d) vote at a General Meeting;
- (e) attend all General Meetings of Members including any extraordinary or Annual General Meeting;

- (f) receive annual financial reports and statements of the Company; and
- (g) be eligible for election to the Board.

9.6 Application for Membership

An application of a person for Membership of the Company:

- (a) must be in writing in the form approved by the Board from time to time, and as at the date of the adoption of this Constitution, such an application must:
 - (i) state the applicant's name and address and be signed by the applicant;
 - (ii) be accompanied by the Application Fee determined in accordance with clause 10.1; and
- (b) must be lodged at the Company's Office.

9.7 Admitting Members

The Board must:

- (a) as soon as practicable after receiving an application for Membership, determine whether to approve or to reject the application;
- (b) where it determines to reject an application for Membership, refund any Application Fee and any Annual Subscription paid by the applicant; and
- (c) where it determines to approve an application for Membership, instruct the Company Secretary to, as soon as practicable after that determination, notify the applicant of admission in the form of a receipt for the Application Fee and:
 - (i) upon payment of the applicant's requisite Annual Subscription, the Company Secretary must enter the applicant's name and details in the Register and, upon the name being so entered, the applicant becomes a Member of the Company; or
 - (ii) if payment of the applicant's requisite Annual Subscription is not made within one calendar month after receipt of this written notice, the Board may, in its discretion, cancel its approval of the application for Membership.

9.8 Discretion to admit

For the avoidance of doubt, the Board may refuse to admit any person as a Member in its absolute discretion and is not obliged to give reasons for so refusing.

9.9 Delegation

The Board may at any time delegate, on such terms as they think fit, to such persons as they may determine, the power to:

- (a) admit persons as Members;
- (b) re-admit such persons; and
- (c) amend categories of Membership for Members.

10. Fees to be paid by Members

10.1 Application Fee

The Application Fee payable by Members is such amount as determined by the Board from time to time.

10.2 Annual Subscription

The Annual Subscription payable by a Member:

- (a) is such amount as determined by the Board from time to time;
- (b) must be paid at the times determined and notified by the Board (which may include payment by instalments);
- (c) must be paid for the period beginning on 1 July in every year; and
- (d) where the person is admitted as a Member after 1 July, may be reduced by the Board in such manner as it sees fit.

10.3 Waiver

The Board may at any time suspend or waive, in whole or in part, payment of the Application Fee or Annual Subscription in favour of any Member.

10.4 Annual Subscription in arrears

If any Member fails to pay his or her Annual Subscription within one month after it becomes due and payable and a notice of default is given to the Member by the Board, that Member is not entitled to any of his or her rights under clause 9.5 while the subscription remains due and unpaid. Upon payment of all arrears, that Member may have his or her rights reinstated if the Board, in its absolute discretion, so resolves.

11. Cessation of Membership

11.1 Cessation

A Member ceases to be a member of the Company if the Member:

- (a) dies;
- (b) becomes of unsound mind;
- (c) resigns that Membership;
- (d) has refused or neglected to comply with a provision of the Constitution;
- (e) has acted in a manner prejudicial to the reputation or interests of the Company;
- (f) is expelled from the Company under this Constitution; or
- (g) is a person whose actions in the opinion of the Board brings the Company and/or the profession into serious disrepute.

11.2 Appointment as Member not transferable

A right, privilege or obligation which a person has by reason of being a Member of the Company:

- (a) is not capable of being transferred or transmitted to another person; and
- (b) terminates upon cessation of the person's Membership.

11.3 Resignation

Subject at all times to clause 4 of this Constitution, a Member of the Company may resign their Membership by giving written notice to the Company Secretary (Notice). The resignation is deemed to take effect from the date of receipt of the Notice, or such later date as is provided in the Notice. A Member remains liable to the pay all amounts due to the Company up to the date of resignation.

11.4 Failure to pay

If a Member has not paid all arrears under clause 10.4 or, if paid, the Member's rights are not reinstated:

- (a) the Member remains liable for all obligations and liabilities of Membership for 2 months after the date of the notice of default under clause 10.4 (one month in arrears and three months in total from when the Annual Subscription becomes due and payable); and
- (b) at the end of the 3 month period from when the Annual Subscription becomes due and payable), the Member's details must be removed from the Register.

12. Discipline of Members

12.1 Professional Conduct

In regulating the conduct of a Member, the Board may impose any one or more of the penalties set out in clause 12.3.

12.2 Conduct and Disciplinary Committee

The Board may establish a Conduct and Disciplinary Committee pursuant to clause 24.1 in order to investigate alleged conduct breaches as outlined in clauses 12.3(a) and 12.3(b).

12.3 Initial resolution of the Board

Where the Board, in their absolute discretion, are of the considered opinion that:

- (a) a Member has:
 - (i) obtained admission as a Member (or obtained admission as a member of any other professional body) by improper means including, without limitation, making a false declaration on the application for membership; or
 - (ii) renewed his or her Membership by improper means including, without limitation, making a false declaration on the renewal form for Membership; or
- (b) a person while a Member has:

- (i) not complied with a provision of:
 - (A) this Constitution (or the constitution of the Company in force immediately before the adoption of this Constitution);
 - (B) any of the Policies or by-laws of the Company; or
 - (C) any code of professional conduct or applicable regulations which apply to the Members;
- (ii) been guilty of:
 - (A) dishonourable practice in any profession or undertaking; or
 - (B) conduct which is derogatory to, or not in the best interests of, the Company or its Members;
- (iii) ceased to hold the necessary qualifications to be a Member;
- (iv) been the subject of an adverse finding that has not been overturned on appeal in relation to the Member's conduct, competence or recognition by any Court, professional body, statutory or other regulatory authority in any jurisdiction;
- (v) pleaded guilty to, or been found guilty of (with or without conviction), any offence (criminal or otherwise, but excluding any offence relating to traffic infringement) before any Court in any jurisdiction (which, in the case of a finding or conviction has not been overturned on appeal) which in the reasonable opinion of the Board is likely to materially adversely reflect upon or affect the standing or reputation of the Company;
- (vi) been found to have acted dishonestly in any civil proceedings before any Court in any jurisdiction and such finding has not been overturned on appeal; and
- (vii) failed to comply with any reasonable and lawful direction of the Board or its delegate which relates to a matter concerning the good order and administration of the Company, including a failure to comply with a determination of the Board relating to the Member's conduct.

the Board may propose, by Ordinary Resolution (Initial Resolution) to:

- (c) reprimand the Member;
- (d) suspend the Member for a specified period;
- (e) expel the Member from the Company; or
- (f) determine any other sanction deemed appropriate by the Board, and the Initial Resolution:
- (g) will include at minimum a reference to the clause of this Constitution (or other such document referred to in clause 12.3(b)(i)) deemed applicable to propose the Initial Resolution; and
- (h) cannot take effect until it is confirmed at a meeting of the Board in accordance with clauses 12.4, 12.5 and 12.6.

12.4 Calling of a Board meeting on conduct or disciplinary grounds

Any meeting of the Board called to consider a proposed Initial Resolution (Board Resolution Meeting) must be held not earlier than 7 days and not later than 21 days after service on the Member of a notice under clause 12.5.

12.5 Notice to Member

The Company Secretary must, as soon as practicable following the proposal of the Initial Resolution, cause a notice in writing to be served on the Member, which must:

- (a) set out the Initial Resolution and the grounds on which it is based;
- (b) state that the Member may, at the Board Resolution Meeting:
 - (i) personally address the Board in relation to the Initial Resolution; and
 - (ii) be represented by legal counsel (at the Member's own cost);
- (c) state the date, place and time of the Board Resolution Meeting; and
- (d) inform the Member that they may submit to the Board, at or before the date of the Board Resolution Meeting, a written representation relating to the Initial Resolution and speak to the representation.

12.6 Confirming resolution of the Board

At the Board Resolution Meeting, the Board must:

- (a) give to the Member an opportunity to speak to the written representation;
- (b) give due consideration to any written representation submitted to the Board by the Member at or before the meeting; and
- (c) by Ordinary Resolution (Confirming Resolution) confirm, vary or revoke the Initial Resolution.

12.7 Immediate or suspended effect

The Confirming Resolution may take effect immediately, after any period of time or only on conditions specified in the Confirming Resolution.

12.8 Right of appeal

- (a) A Member may request in writing, within 21 days of a Confirming Resolution, that an appeal of the Confirming Resolution be heard by a subcommittee of Members appointed by the Board. The subcommittee of Members will be appointed by the Board and will be made up of four Members (one of which must be a past President or a past president of a previous Chiropractors Association of Australia entity) (Appeal Subcommittee). The Appeal Subcommittee will convene for the purpose of considering, affirming or rejecting the Confirming Resolution.
- (b) The Appeal Subcommittee will be constituted by the Board within 7 days of the date of written notice issued pursuant to clause 12.6(a) and will consider the appeal requested by a Member under clause 12.8(a) within 30 days of being formed.

- (c) The Appeal Subcommittee may determine the process for the hearing and consideration of any such appeal, but must provide the Member an opportunity to be heard on their application.
- (d) A majority of Members of the Appeal Subcommittee is required to pass the necessary resolution affirming or rejecting the Confirming Resolution. An equal vote will be deemed an affirmation of the Confirming Resolution. The Appeal Subcommittee must report its determination to the Board.

12.9 Notice to a Member

The Company Secretary must, within 7 days of the Appeal Subcommittee considering an appeal of a Confirming Resolution pursuant to clause 12.8, inform the Member in writing of the decision and that any further appeal must be made to the National Ombudsman in accordance with clause 13.

13. Dispute resolution and final appeal

13.1 Dispute resolution process

The Company must provide processes to resolve any complaints and/or disputes raised by any Member (hereinafter referred to in this clause 13 as a dispute or disputes) relating to the interpretation of the Constitution, the functioning of the organisational elements of the Company, governance of the Company (including any committee or sub-committee with delegated authority) and as a final appeal mechanism of the discipline of Members under clause 12.

13.2 Appointment of National Ombudsman

- (a) The Board must appoint a National Ombudsman on such conditions determined by the Board:
 - (i) as an additional dispute resolution mechanism in such cases where the parties involved in a dispute have failed to reach a resolution; and
 - (ii) to assist in determining a final appeal in relation to the discipline of a Member under clause 12 (Final Appeal).
- (b) The National Ombudsman:
 - (i) must be an independent person with relevant training or experience as described in this clause 13.2(b);
 - (ii) must not at the time of appointment be retained or hold any position with the Company, including as a Director, Member, Officer, office bearer, committee member, or holder of any employment with the Company (or the equivalent in any other entity or operation owned or controlled by the Company);
 - (iii) may be a person currently or formerly registered to practice chiropractic;
 - (iv) must have some experience or training relevant to the conduct of mediation or arbitration (the necessary level of such experience or training to be determined by the Board);

- (v) must not have a material conflict of interest regarding the relevant dispute unless they have disclosed their conflict of interest to all the parties and no party with an interest in the dispute objects to their acting as National Ombudsman; and
- (vi) must abide by any form of code of conduct as the Board may determine from time to time.

13.3 Refusal to consider a dispute

The National Ombudsman and the CEO may refuse to consider and determine a dispute under this clause 13 where, in the reasonable opinion of the CEO and the National Ombudsman, the parties have not adequately satisfied the requirements in clause 13.5.

13.4 Final appeal in relation to discipline of a Member

- (a) In the case of a Final Appeal referred by a Member under clause 12.9, the National Ombudsman will be appointed to assist in determining a matter where the Member disputes the interpretation of the Constitution or the procedural fairness of the disciplinary procedure under clause 12.
- (b) The Final Appeal will be dealt with by the National Ombudsman in accordance with clauses 13.7 and 13.8.
- (c) The finding of the Appeal Subcommittee under clause 12.8 will stand in effect until such time as the dispute is considered by the National Ombudsman.

13.5 Stage 1 – Notification of dispute to the CEO

Before a dispute is referred to the National Ombudsman under this clause 13 (other than a Final Appeal), the parties to the dispute must attempt to resolve the dispute in good faith, and if unable to reach a resolution, either party must provide the CEO written notice of the dispute (Dispute Notice) setting out the following:

- (a) a description of the dispute;
- (b) the date the dispute arose;
- (c) details of provision of the Dispute Notice to the other parties to the dispute;
- (d) steps taken to resolve the dispute; and
- (e) an election that the dispute be dealt with either under Stage 2(a) or Stage 2(b) under this clause 13.

13.6 Stage 2(a) – Resolution process (CEO)

- (a) If the parties to the dispute are unable to resolve the dispute within 30 days of the dispute arising, the parties may jointly agree to request the CEO be appointed to make a determination on the dispute.
- (b) The parties to the dispute must provide the CEO with the following:
 - (i) a copy of the Dispute Notice referred to in clause 13.5 noting the election that the CEO determine the dispute;

- (ii) the details of the unresolved aspects of the dispute;
 - (iii) evidence of any attempt to resolve the matter in good faith;
 - (iv) any further material, evidence or submissions relied upon by each party to the dispute;
 - (v) a statement that the parties agree to be bound by the decision of the CEO; and
 - (vi) any further information the CEO may consider necessary to assist in the determination of the dispute.
- (c) If the parties fail to provide the material and information required under clause 13.6(b) the CEO may refuse to determine the dispute and reject the Dispute Notice.
- (d) The CEO will make a determination in writing to resolve the dispute within 30 days of receiving the Dispute Notice and the supporting information referred to in clause 13.6(b) (or such other reasonable period as notified in writing by the CEO to the parties involved).
- (e) The CEO will inform the parties to the dispute of the outcome of the decision, and any reasons for the decision are only required to be prepared at the sole discretion of the CEO.
- (f) The determination is to be made at the sole discretion of the CEO, but any determination of the CEO cannot overturn a resolution of the Board.

13.7 Stage 2(b) – Resolution process (National Ombudsman)

If a Dispute Notice issued under clause 13.5 nominates the National Ombudsman to resolve the dispute, the parties and the National Ombudsman will comply with the following processes:

- (a) A Dispute Notice that is to be referred to the National Ombudsman must be addressed to the National Ombudsman and forwarded to the CEO, who will forward the Dispute Notice and supporting documents and information to the National Ombudsman for their consideration. The CEO will notify the parties referred to in the Dispute Notice of the appointment and contact details of the National Ombudsman to determine the dispute.
- (b) Within 30 days of the CEO notifying the parties of the appointment of the National Ombudsman, the parties will provide to the National Ombudsman:
 - (i) the Dispute Notice;
 - (ii) details of the unresolved aspects of the dispute;
 - (iii) evidence of any attempt to resolve the matter in good faith;
 - (iv) any further material, evidence or submissions to be considered by the National Ombudsman; and
 - (v) evidence that all parties to the dispute have been notified of the appointment of the National Ombudsman to resolve the dispute.
- (c) If the parties fail to provide sufficient material and information required for the National Ombudsman to make an informed decision on the dispute, the

National Ombudsman can refuse to determine the dispute and reject the Dispute Notice, but in any other case, the National Ombudsman may at any time refuse to determine a dispute:

- (i) if the parties refuse to comply with reasonable directions of the National Ombudsman;
 - (ii) the National Ombudsman identifies a conflict of interest;
 - (iii) the National Ombudsman considers the parties have not made a reasonable attempt to resolve the dispute; or
 - (iv) the National Ombudsman considers that the dispute has been satisfactorily resolved between the parties before a determination has been made.
- (d) Where the National Ombudsman considers appropriate, the National Ombudsman will endeavour to mediate a resolution between the parties to a dispute.
- (e) The procedures to be adopted by the National Ombudsman in investigating disputes and reporting to the Board must be prescribed in a Policy prepared by the Board and will include the following:
- (i) the National Ombudsman will seek input from the parties immediately involved in the dispute;
 - (ii) the National Ombudsman may request further information from the parties as the National Ombudsman may consider relevant;
 - (iii) within 30 days of receipt of all documents required to be provided to the National Ombudsman, the National Ombudsman will either:
 - (A) make a determination regarding the dispute; or
 - (B) inform the parties to the dispute and the Board that the time for a determination will be extended by 30 days (and this time period may be extended in this manner for two further periods of 30 days); and
 - (iv) within 7 days of making a determination, the National Ombudsman will provide a written report to the parties to the dispute and the Board providing reasons for the decision;
 - (v) if the National Ombudsman fails to make a determination within this timeframe, any party to the dispute or the Board may engage a professional independent arbitrator to act as the substitute for the National Ombudsman to determine the dispute at their own expense; and
 - (vi) such other requirements as the Board may direct in the Policy.
- (f) Subject to clause 13.7(b), the National Ombudsman will, following investigation of a dispute, report to the Board as to the determination and any recommendations for the Board to consider arising from the dispute.

- (g) The involvement of the National Ombudsman in the dispute ends with the provision to the Board and the parties to the dispute of the final report of the National Ombudsman.
- (h) The determination of the National Ombudsman in relation to:
 - (i) disputes as to the interpretation of this Constitution, Member-Member disputes or matters relating to whether procedural fairness has been afforded by the Board under clause 12, is binding against all parties referred to in the Dispute Notice; or
 - (ii) any other disputes, is not binding against the parties, but is a recommendation to the Board for the Board to ultimately implement at the Board's reasonable discretion.

13.8 Stage 3 – Post-determination of a dispute

- (a) A decision or report of the CEO or National Ombudsman must be kept confidential by the parties to the dispute, the CEO and the Board.
- (b) The Board must keep a register of disputes which must:
 - (i) record the date of any Dispute Notice, the parties to the dispute, the outcome of the dispute (if known) and any determinations and recommendations made; and
 - (ii) be kept confidential to the Board and have any information permanently removed after a period of 5 years.
- (c) Each of the parties to a dispute under this clause 13 must bear their own costs, except as follows:
 - (i) Stage 2(a) – any costs of the CEO must be borne by the Company; and
 - (ii) Stage 2(b) – any costs of the National Ombudsman must be borne by the Company, unless the National Ombudsman determines in their sole discretion that the dispute or the conduct of a party or parties was vexatious or capricious and directs a party or parties to the dispute to pay some or all of the costs of the National Ombudsman, which determination must be included in the final report of the National Ombudsman.

14. Register of Members

14.1 Register to be kept

The Company Secretary must maintain at the Company's Office a Register of Members containing the following details of each Member:

- (a) full name;
- (b) mailing address;
- (c) telephone number;
- (d) electronic mail address;
- (e) date on which the entry of the Member's name in the Register is made; and
- (f) date of last payment of the Member's Annual Subscription.

14.2 Record of past members

The Company Secretary must maintain at the Company's Office a record of past members of the Company including:

- (a) details set out at clause 14.1 of each person who ceased to be a Member within the last 7 years; and
- (b) the date on which each such person ceased to be a Member.

14.3 Notices in writing or electronic means

Any notice required to be issued to a Member under this Constitution must be issued in writing or by electronic mail to the last nominated email address or facsimile number held by the Company in its records. Each Member is required to notify the Company of a change of address or contact details. The last notified address will be deemed to be the proper address for all future correspondence. The receipt by the Company of an acknowledgment of correspondence sent by electronic mail or facsimile to the last nominated email address or facsimile held by the Company in its records will be deemed to have been properly received by the Member at the time of transmission.

15. Meetings of Members

15.1 Act to apply

A general meeting of the Company and an Annual General Meeting must be held in accordance with the provisions of the Corporations Act or the ACNC Act as applicable unless the provisions of this Constitution provides otherwise.

15.2 Calling of meetings

- (a) Any three Directors may call a General Meeting.
- (b) General Meetings will be convened on such requisition by Members as provided by the Corporations Act.
- (c) The Company must convene an Annual General Meeting as required to do so under the Corporations Act.

15.3 Notice of meeting

- (a) Notice of a General Meeting must be given by post or by electronic mail.
- (b) Every notice of a General Meeting must:
 - (i) set out the place, date and time of meeting;
 - (ii) in the case of special business, state the general nature of the business;
 - (iii) if a Special Resolution is to be proposed, set out an intention to propose the Special Resolution and state the resolution;
 - (iv) in the case of an election of Directors, give the names of the candidates for election;
 - (v) contain a statement setting out the following in relation to proxy voting:
 - (A) that the Member has a right to appoint a proxy; and
 - (B) that a proxy is not required to be a Member.

15.4 Entitlement to notice

Notice of a General Meeting must be given to:

- (a) each Member, apart from any Member who under this Constitution or by the terms of issue of any category of Membership is not entitled to the notice;
- (b) the auditor of the Company; and
- (c) each Director.

15.5 Notice period

Notice of a General Meeting must be given in accordance with section 249H of the Corporations Act and where those provisions no longer apply to the Company, must be given in writing upon no less than 21 days' notice unless 95% of the Members agree to a shorter period.

15.6 Proxy voting by Members

- (a) A Member may appoint a proxy to attend and vote at any General Meeting at which the Member is entitled to attend and vote.
- (b) To be valid:
 - (i) a proxy appointment must be in writing in the form prescribed by the Company from time to time (Form); and
 - (ii) the Form must be delivered by post, electronic mail or facsimile transmission to the place nominated by the Board in the notice of General Meeting (or, if no place is nominated, the Office) at least 48 hours before the scheduled commencement of the General Meeting.
- (c) Where a Member appointing a proxy:
 - (i) instructs the proxy how to vote on a resolution, the proxy must vote in accordance with those instructions (Directed Proxy); or
 - (ii) does not instruct the proxy how to vote on a resolution, the proxy may vote as the proxy thinks fit (Undirected Proxy).
- (d) The maximum number of proxies (both Directed Proxies and Undirected Proxies) that may be held by any person is 10, other than the chairperson who may hold an unlimited number of Directed Proxies.

15.7 Omission to give notice

The accidental omission to give notice of a General Meeting to, or the non-receipt of any such notice by, a person entitled to receive it, or the accidental omission to advertise (if necessary) such General Meeting, does not invalidate the proceedings at, or any resolution passed at, any such General Meeting.

15.8 Consent to short notice

With the consent in writing of all the Members entitled to vote at an Annual General Meeting, an Annual General Meeting may be called on short notice and in any manner they think fit and all provisions of this Constitution are modified accordingly.

15.9 Notice of cancellation or postponement

The Board may notify the Members of a cancellation or postponement of a General Meeting by such means as they see fit, but must provide notice of the cancellation or postponement at least two business days prior to the time of the meeting as specified in the notice of meeting. If any General Meeting is postponed for 28 days or more, then no less than 5 days' notice must be sent to the Members of the postponed General Meeting. It is not necessary to specify in such notice the nature of the business to be transacted at the postponed General Meeting.

15.10 Venue

Despite any other rule, the Company may hold a General Meeting of Members at two or more venues using any such technology that gives the Members as a whole a reasonable opportunity to participate in the General Meeting.

16. Proceedings at meetings of Members

16.1 Quorum

- (a) No business may be transacted at any General Meeting unless a quorum of Members is present at the time when the meeting proceeds to business. Except as provided in clause 16.2, the lesser of 10% or 50 Members entitled to vote at the meeting, present in person or by representative, proxy, attorney or via technology under clause 15.10, constitute a quorum.

16.2 Failure of quorum

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

- (a) where the meeting was called by, or in response to, the requisition of Members made under the Corporations Act, the meeting is dissolved; or
- (b) in any other case the meeting stands 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 Board may determine. If a meeting has been adjourned to another time and place determined by the Board, not less than five business days' notice must be given in the same manner as in the case of the original meeting.

If at the adjourned meeting a quorum is not present within 30 minutes from the time appointed for the meeting the meeting is dissolved.

16.3 Business of Annual General Meeting

The business of an Annual General Meeting is:

- (a) to receive the Company's financial report, the Director's report and the auditor's report on the financial statements;
- (b) to elect Directors;

- (c) to transact any other business which under this Constitution, the Corporations Act or the ACNC Act ought to be transacted at an Annual General Meeting; and
- (d) consider any matters referred by Members to the Company at least -28 days before the meeting, to be included in the agenda.

The chairperson of the Annual General Meeting may allow a reasonable opportunity for the Members as a whole at the meeting to ask questions about, or make comments on, the management of the Company.

16.4 Report on Company's activities

The Board must at each Annual General Meeting in addition to the matters in clause 16.3, submit to the Members a report on the activities of the Company, including any remuneration or payments made to Directors, in the period since the previous General Meeting.

16.5 Frequency of Annual General Meeting

The Company must hold an Annual General Meeting at least once every calendar year and within 5 months after the end of its financial year.

16.6 Special business

No special business may be transacted at any Annual General Meeting or General Meeting other than that stated in the notice calling the meeting unless:

- (a) it is a matter that is required by this Constitution, the Corporations Act or the ACNC Act to be transacted at the meeting; or
- (b) notice in writing of the agenda items is provided to the Members at least 21 days before the Annual General Meeting or General Meeting.

16.7 Chairperson of meeting

- (a) The Chairperson is entitled to take the chair at each General Meeting.
- (b) If the Chairperson is not present at the meeting within 15 minutes after the time appointed for holding the meeting, or is unwilling to take the chair, the Directors present at the meeting must elect one of their number to chair that meeting.
- (c) If there are no Directors present at the meeting within 15 minutes after the time appointed for holding the meeting or all Directors present are unwilling to chair the meeting, the Members present that are entitled to vote must elect one of those Members to be chairperson of the meeting.

16.8 Passing the chair

If the Chairperson of a General Meeting is unwilling or unable to be the chairperson for any part of the business of the meeting:

- (a) that chairperson may withdraw as chairperson for that part of the business and may nominate any person who would be entitled under the preceding

- clause to chair the meeting for that part of the business; and
- (b) after that part of the business is completed, the person so nominated must cease to chair the meeting upon the request of the prior chairperson. The prior chairperson is then entitled to resume as the chairperson of the meeting.

16.9 Responsibilities of chairperson

The Chairperson of a General Meeting is responsible for the general conduct of the meeting and to ascertain the sense of the meeting concerning any item of business which is properly before the meeting. For these purposes the chairperson of the meeting may, without limitation:

- (a) delay the commencement of the meeting if that person determines it is desirable for the better conduct of the meeting;
- (b) make, vary or rescind rulings;
- (c) prescribe, vary or revoke procedures;
- (d) in addition to other powers to adjourn, adjourn the meeting, or any item of business of the meeting, without the consent of the meeting if that person determines it is desirable for the orderly conduct of the meeting or the conduct of a poll; and
- (e) determine conclusively any dispute concerning the admission, validity or rejection of a vote.

16.10 Person entitled to attend

Only the following persons may attend a General Meeting:

- (a) each Member, apart from any Member who under the Constitution or by the terms of issue of any Membership is not entitled to attend;
- (b) each Director, Company Secretary and auditor of the Company;
- (c) each person, whether a Member or not, who is a proxy of a Member;
- (d) other persons only with leave of the meeting or its chairperson and then only while the leave has not been revoked in accordance with the terms of the leave.

16.11 Admission to meetings

The chairperson of a General Meeting may refuse admission to, or require to leave and remain out of, the meeting any person:

- (a) in possession of a pictorial-recording or sound-recording device and, unless the Chairperson considers otherwise, no unauthorised audio or visual recordings of a General Meeting may be taken;
- (b) in possession of a placard or banner;
- (c) in possession of an article considered by the chairperson to be dangerous, offensive or liable to cause disruption;
- (d) who refuses to produce or to permit examination of any article, or the contents of any article, in the person's possession;

- (e) who behaves or threatens to behave in a dangerous, offensive or disruptive manner; or
- (f) who is not entitled under this Constitution to attend the meeting.

16.12 Adjournment of meeting

The Chairperson may, with the consent of any meeting at which a quorum is present (and must if so directed by the meeting), adjourn the meeting from time to time and from place to place as the Chairperson determines.

16.13 Business at adjourned meeting

No business may be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place and no notice need be given of an adjournment, or of the business to be transacted at an adjourned meeting. However, when a meeting is adjourned for 20 business days or more, notice of the adjourned meeting must be given as in the case of an original meeting.

17. Voting at meetings of Members

17.1 Entitlement to vote

Subject to this Constitution and the terms of issue of any category of Membership, each Member who is present at a General Meeting may vote if he or she is a Member having the right to vote at the meeting or a proxy of a Member having the right to vote at the meeting.

17.2 Number of votes

- (a) Each person who is, under the preceding clause, entitled to vote, whether a Member or a proxy of a Member, has:
 - (i) on a show of hands (or on the voices) only one vote; and
 - (ii) on a poll, one vote.
- (b) For the avoidance of doubt, where a person has been appointed a proxy of more than one Member, the proxy will have:
 - (i) on a show of hands (or on the voices) only one vote; and
 - (ii) on a poll, one vote for each Member the proxy is representing.

17.3 Direct Voting

- (a) Each Member entitled to vote under clause 17.1 who is absent from a General Meeting, and has not appointed a proxy, may exercise his or her vote by Direct Vote, being a vote delivered to the Company prior to a General Meeting by post, facsimile transmission or other electronic means as determined and approved by the Board, including an online vote.
- (b) The Board may prescribe rules to govern direct voting under clause 17.3(a), including rules specifying the form, method and timing of giving the Direct Vote in order for the vote to be valid.

17.4 Voting restrictions

If permitted or contemplated by the Corporations Act, the ACNC Act or this Constitution, the Board may direct that particular persons (whether specified by name or description) do not cast a vote on particular business of a meeting. In relation to that business, votes cast by the prohibited persons are to be disregarded.

17.5 Method of voting

- (a) Every resolution put to a vote at a General Meeting (except where there is an election of Directors by ballot) must be determined by the voices or a show of hands (as determined by the chairperson of the meeting) unless a poll is properly demanded either before or on the declaration of the result of the voices or the show of hands.
- (b) For the avoidance of doubt, where a Member has exercised a Direct Vote, that vote must be counted in relation to the determination of any resolution put to a vote at a General Meeting.

17.6 Demand for poll

A demand for a poll under the preceding clause may be made by:

- (a) the chairperson of the meeting; or
- (b) at least two Members entitled to vote on the resolution.

17.7 Declaring result of vote on show of hands

In respect of any General Meeting (unless a poll is so demanded):

- (a) a declaration by the chairperson of the meeting that a resolution has been carried, or carried by a particular majority, or lost, or has not been carried by a particular majority; and
- (b) an entry made in the book containing the minutes of proceedings of the Company,

is conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against such resolution.

17.8 Conduct of poll

The demand for a poll may be withdrawn. If a poll is duly demanded (and the demand not withdrawn) it must be taken in such manner and at such time (either at once or after an interval or adjournment or otherwise) as the chairperson of the meeting directs. The result of the poll is the resolution of the meeting at which the poll was demanded. A poll demanded on the election of a chairperson or on any question of adjournment must be taken at the meeting and without an adjournment. The demand for a poll does not prevent the continuance of the meeting for the transaction of any business other than the question on which a poll has been demanded.

17.9 Casting vote of chairperson

In the case of an equality of votes, whether on a show of hands or on a poll, the chairperson of the meeting does not have a casting vote and an equal vote is deemed failed.

17.10 Objections

No objection may be made to the validity of any vote except at the meeting or adjourned meeting or poll at which such vote is tendered. Every vote allowed at any such meeting or poll is treated as valid. In recording votes the latest copy of the Register held in the Office must be adopted and acted on as the voting roll.

17.11 Ruling on votes

The chairperson of the meeting is the sole judge of the validity of every vote tendered at the meeting and the determination of the chairperson is final and conclusive.

18. Appointment and removal of Board of Directors

18.1 Board of Directors

The Board comprises:

- (a) as at the date of adoption of this Constitution as the constitution of the Company, those incoming directors listed in Schedule 1 who will hold their position as director and not be required to retire by rotation as from the date of adoption of this Constitution for the period specified in Schedule 1; and
- (b) at any other time, at least 4 and not more than 9 Directors, or such other number as the Board may determine from time to time. At least two thirds of the Directors (rounded up to the next whole number) must be comprised of Members who are either elected as Directors or casual appointees pursuant to clause 18.4(a).

18.2 Directors qualification

- (a) A Director must:
 - (i) be a natural person;
 - (ii) be over the age of 18 years;
 - (iii) not be an employee of the Company;
 - (iv) not be a person disqualified from managing a corporation, within the meaning of the Corporations Act; and
 - (v) not be a person disqualified by the Australian Charities and Not-for-profit Commissioner at any time during the preceding 12 months from being a Director of the Company under the ACNC Act.
- (b) The Board may from time to time identify the skills requirements and the needs of the Board Members to establish a skills-based Board in accordance with good governance structure to give effect to the Company's objects,

subject at all times to clause 18.8 and the necessary Member approval at a General Meeting at which nominations and election of Directors are being voted upon.

18.3 Retirement by rotation

- (a) The maximum aggregate term of office of any Director shall be 9 years in total, after which the Director must retire from office for at least one year. A Director who has served 9 years in total is eligible for re-election (or re-appointment in the case of a Director appointed by the Board pursuant to clause 18.4(b)) after a retirement period of one year.
- (b) At each Annual General Meeting of the Company, subject to both the arrangements made prior to the adoption of this Constitution as the constitution of the Company referred to in clause 18.1(a) and to the transition arrangements set out in sub-clause 18.3(d) below, each elected Director that has served a 3 year term shall retire from office but shall be eligible for re-election. The rotation retirement obligations do not apply to those persons appointed as a Director by the Board pursuant to clause 18.4(b). A Director who is required to retire under this clause 18.3 retains office until conclusion of the meeting at which the retiring Director retires.
- (c) A retiring Director is eligible for re-election for a further 3 year term, subject to clause 18.3(a).
- (d) Clause 18.3(b) is subject to the following qualifications:
 - (i) Directors elected at the Annual General Meeting of 2020 have a term of 2 years;
 - (ii) At the Annual General Meeting of 2021 the elected Director receiving the most votes has a term of 3 years, and the Directors elected at that meeting who receive the second and third most votes have terms of 2 years;
 - (iii) At the Annual General Meeting of 2022 the two elected Directors receiving the most votes have terms of 3 years, and the third Director elected at that meeting has a term of 2 years;
 - (iv) In the event that at either or both of the 2021 and 2022 Annual General Meetings elected Directors receive the same number of votes, the priority of those Directors for the purposes of the above sub-clauses will be determined by a Director not involved in those elections drawing the names of the elected Directors out of a hat, such that the order that the names are drawn is their deemed priority.

18.4 Casual appointment and appointment of a Director to add required skills

- (a) The Board may at any time appoint any Member as a Director, either to fill a casual vacancy or as an addition to the Board. Until that person is formally elected at a General Meeting, that Director is a 'casual appointee'.
- (b) Subject to clause 18.1 the Board may at any time also appoint any person

(whether a Member or not) as a Director on the basis of the utility to the Company of appointee's skills and/or experience. In such cases the Board will specify a fixed term that the appointee holds office, provided that the term does not exceed 2 years.

18.5 Retirement of casual appointee

A casual appointee, following his or her appointment by the Board, holds office only until the conclusion of the next Annual General Meeting. The casual appointee is eligible for re-election at that Annual General Meeting.

18.6 Deemed re-appointment

If there are fewer persons standing for election or re-election than vacancies, all persons are deemed to be elected without the need for an actual election.

18.7 Candidates requiring nomination

No person is eligible for election to the office of Director at any General Meeting unless duly nominated, except for:

- (a) a casual appointee; or
- (b) a person recommended by the Board for election.

18.8 Valid nominations

- (a) Nominations must be made to the Company Secretary at the Office prior to 5.00 pm local time on the day which is 35 business days before the date for the holding of the meeting.
- (b) For a nomination to be valid:
 - (i) the nomination must name the candidate and be signed by not less than 2 other Members;
 - (ii) the person nominated must consent to act if elected;
 - (iii) the nomination and consent must be received before the close of nominations;
 - (iv) the nomination must provide information as to how the nominee meets the skill requirements of the Board (if any); and
 - (v) at least 28 business days before the holding of the meeting, the nomination must be reviewed by the Board and the Board must consider the nominee satisfies the skill requirements and needs of the Company from time to time, and in doing so:
 - (A) the Board must formally provide its recommendation to a nomination and confirm if the nomination satisfies the skills requirements and needs of the Company; and
 - (B) the Board must present and allow all nominees to be considered by the Members for election, including any nominees the Board does not formally provide a recommendation as meeting the skills requirements and needs of the Company.

- (c) The Board by resolution may nominate a person to be a Director, but such person must satisfy the requirements in clause 18.2 and that person must consent to the nomination.
- (d) A consent is sufficient if the person signs a form of consent on the nomination paper. The Company Secretary may accept any other form of consent, including consent conveyed by electronic mail, whether or not accompanied by the nomination paper, that the Company Secretary deems satisfactory, and such acceptance is final.
- (e) The Company Secretary must provide information to any prospective nominee of the skills requirement of the Board from time to time.

18.9 Resignation of Director

Any Director may retire from office by giving notice in writing to the Company of the Director's intention to do so. Such resignation takes effect immediately unless the resignation is stated in the notice to take effect at some future time.

18.10 Vacation of office

A Director will cease to be a Director if the Director:

- (a) ceases to be a Director by virtue of a provision or any order under the Corporations Act or the ACNC Act;
- (b) becomes bankrupt or makes any arrangement or composition with his or her creditors generally;
- (c) 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;
- (d) is required to be a Member of the Company and is suspended or expelled as a Member in accordance with clause 12;
- (e) resigns his or her office by notice in writing to the Company;
- (f) for two consecutive Board meetings or at least four Board meetings over a consecutive 12 month period, is absent without permission of the Board;
- (g) is disqualified from managing a corporation, within the meaning of the Corporations Act; or
- (h) is disqualified by the Australian Charities and Not-for-profit Commissioner at any time during the preceding 12 months from being a Director of the Company under the ACNC Act; or
- (i) in the case of Directors appointed pursuant to clause 18.4(b), on either the expiration of the specified term of their appointment or on passing of a resolution of the Board removing that Director.

18.11 Less than minimum number of Directors

The continuing Directors may act despite any vacancy in their body. If the number falls below the minimum number fixed in accordance with this Constitution, the Board may act only:

- (a) to appoint Directors up to that minimum number;

- (b) to call a general meeting; or
- (c) in emergencies.

19. Appointment and removal of office bearers

19.1 Election of Chairperson

The Board must elect from among its number a Chairperson of their meetings and may determine the period for which each is to hold office.

19.2 Election of other officers

The Board may elect from among their number each year:

- (a) a President, the maximum aggregate term of office being 3 consecutive years;
- (b) a Vice President, the maximum aggregate term of office being 3 consecutive years; and
- (c) such other officers as determined by the Board from time to time and may determine the period for which each is to hold office.

19.3 Company Secretary

The Company Secretary will be appointed by the Board for such term, at such remuneration and upon such conditions as it thinks fit. Any Company Secretary so appointed may be removed by the Board.

20. Proceedings of the Board

20.1 Mode of meeting

- (a) The Board may meet for the dispatch of business, adjourn and otherwise regulate their meetings as they think fit.
- (b) Without limiting the general power conferred on the Board by the provisions of this clause, a meeting of the Board may be held using any means of audio or audio-visual communication, by which each Director participating can hear and be heard by each other Director participating or in any other means using any technology consented to by Board. Such consent to the use of technology may be a standing consent and a Director may only withdraw their consent within a reasonable period before a meeting.
- (c) A meeting of the Board held solely or partly by technology is treated as held at the place at which the greatest number of the Directors present at the meeting is located or, if an equal number of Directors is located in each of two or more places, at the place where the Chairperson of the meeting is located.

20.2 Quorum

A quorum of the Board comprises a majority of Directors holding office at the time, or such other number determined by the Board from time to time. It is also a requirement that irrespective of the number required for a quorum, the majority of the Directors forming the quorum must comprise elected Directors and/or

casual appointees pursuant to clause 18.4(a). For the avoidance of doubt, Directors present at the meeting pursuant to clause 20.1(b) will count towards a quorum.

20.3 Directors or Company Secretary calling a meeting

A Director may at any time, and a Company Secretary must on the requisition of a Director, call a meeting of the Board to be held at such time and place as the Director chooses, as long as the Director provides a minimum 7 days' notice, unless there is the unanimous consent for a shorter period of notice.

20.4 Notice of meeting

Notice of each meeting of the Board:

- (a) may be given by such means as is convenient, including by email or electronic transmission;
- (b) must be given to all Directors; and
- (c) must provide for a minimum 7 days' notice unless there is the unanimous consent for a shorter period of notice.
- (d) Must specify items to be considered at the meeting.

20.5 Recipients of notice

For the purposes of the preceding clause, the accidental omission to give notice of any meeting of the Board to, or the non-receipt of any such notice by, a person entitled to receive that notice does not invalidate the calling of the meeting or any resolution passed at any such meeting.

20.6 Appointment of chairperson

Where a Board meeting is held and a chairperson has not been elected in accordance with 19.1 or the Chairperson is not present within 15 minutes after the time appointed for holding of the Board meeting or is unwilling to act:

- (a) the President will assume the role of chairperson of the Board meeting; or
- (b) if the President is not present or is unwilling to act, the Vice-President will assume the role of chairperson of the Board meeting; or
- (c) if the Vice-President is not present or is unwilling to act, the Directors present must elect one of their number to be a chairperson of the Board meeting.

20.7 Votes of Directors

- (a) Subject to this Constitution, questions arising at any meeting of the Board will be decided by a majority of votes. Each Director has one vote. A determination by a majority of the Directors will for all purposes be deemed a determination of the Board. In case of an equality of votes, the chairperson of the meeting does not have a second or casting vote and an equal vote is deemed failed.
- (b) Despite anything in this clause, a Director's entitlement to vote, or be present, at a meeting of the Board, where a Director who has a material personal interest in a matter that is being considered at the meeting, is

restricted in accordance with section 195 of the Corporations Act (and every other mandatory law) as may apply from time to time to the Company.

20.8 Circular resolution of Directors

If all the Directors entitled to receive notice of a meeting of the Board and to vote on a resolution sign a document containing a statement that they are in favour of the resolution set out in the document, a resolution of the Board in those terms is passed at the time when the last Director signs. If the Directors sign the documents on different days, then a resolution is treated as having been passed on the day on which the document was last signed by a Director. A resolution is not treated as passed on that day if the document, by its terms, is said to take effect from an earlier date. Two or more separate copies of a document may be used for signing by the directors if the wording of the resolution and statement is identical in each copy. A facsimile or electronic message containing the text of the document expressed to have been signed or agreed by a Director that is sent to the Company is deemed to be a document signed by that Director at the time of its receipt by the Company.

20.9 Deemed minute

The document or documents referred to in clauses 20.7 and 20.8 are treated as constituting a minute of that meeting and must be entered in books kept for that purpose.

20.10 Validity of acts of Board

All acts done in respect of any meeting of:

- (a) the Board;
- (b) a committee of the Board;
- (c) other persons or by any person acting as a Director; or
- (d) any person purporting to act as an attorney under power of the Company,

are, despite the fact that it may later be discovered that there was some defect in the appointment or continuance in office of such Director, person or attorney so acting or that they or any of them were disqualified or were not entitled to vote, as valid as if every such person had been duly appointed or had duly continued in office and was qualified to be a Director or attorney and was entitled to vote.

21. Director's contracts with the Company

21.1 Director's contracts and conflicts of interest

In relation to Director's contracts and conflicts of interest, but subject at all times to clause 5:

- (a) despite any rule of law or equity to the contrary, no Director is disqualified by that office from contracting with the Company;
- (b) any such contract, or any contract entered into by or on behalf of the Company in which any Director is in any way interested, is not avoided;

- (c) any Director so contracting or being so interested is not liable to account to the Company for any profit realised by any such contract by reason only of such Director holding that office or of the fiduciary relationship thereby established;
- (d) the nature of the Director's interests must be disclosed by that Director at the meeting of the Board at which the contract is decided on if that interest then exists and has not previously been disclosed. In any other case at the first meeting of the Board after the acquisition of those interests; and
- (e) a Director may not vote in that capacity in respect of any contract or arrangements in which the Director is interested if prohibited by the Acts from doing so. However, such Director may, despite that interest, participate in the execution of any instrument by or on behalf of the Company, whether through signing or sealing it or otherwise.

21.2 Notice of interest

A general notice given to the Board by any Director in accordance with the Corporations Act and to the effect that he or she:

- (a) is an officer or a member of, or interested in, any specified firm or body corporate; and
 - (b) is to be regarded as interested in all transactions with such firm or body,
- is sufficient disclosure as required by the Corporations Act as regards such Director and those transactions. After such general notice it is not necessary for such Director to give any special notice relating to any transaction with such firm or body.

22. Powers and duties of the Board

22.1 Powers generally

Subject to the Acts and to any other provisions of this Constitution, the management and control of the Company and of the business and affairs of the Company is vested in the Board who may exercise all such powers of the Company and do all such acts or things not expressly required by this Constitution or by the Acts to be exercised or done by a General Meeting. No clause adopted or resolution passed by a General Meeting invalidates any prior act of the Board which would have been valid if that clause or resolution had not been adopted or passed.

22.2 Borrowing

The Board has the power to raise or borrow any sum of money and to secure the payment or repayment of such money and any other obligation or liability of the Company in such manner and on such terms as they think fit. This includes upon the security of any mortgage.

22.3 Execution of negotiable instruments

All cheques, promissory notes, drafts, bills of exchange and other negotiable

instruments and all receipts for money paid to the Company may be signed, drawn, accepted, endorsed or otherwise executed as the case may be, in such manner as the Board at any time determines.

22.4 Delegation

- (a) The Board may at any time confer upon any Director, or such other person as they may select, such of the powers exercisable under the Constitution by the Board for such time as they may think fit and to be exercised for such objects and purposes as they think expedient.
- (b) They may confer such powers whether collaterally with, or to the exclusion of and in substitution for, all or any of the powers of the Board in that respect.
- (c) They may at any time revoke, withdraw, alter or vary all or any of such powers.
- (d) Such powers may be granted by power of attorney or by any other lawful means.
- (e) Such powers may be granted upon such terms and with such restrictions as the Board think appropriate.

22.5 Validity of acts

Despite anything contained in this Constitution, if it is found that some formality required by this Constitution to be done has been inadvertently omitted or has not been carried out, such omission does not invalidate any resolution, act, matter or thing which but for such omission would have been valid.

23. Patron

23.1 Appointment

The Board may from time to time:

- (a) appoint Patrons to represent the Company and promote the Objects of the Company throughout the community for a term of one year from the date of appointment; and
- (b) determine the number of Patrons that may be appointed at any one time.

23.2 Rights

A Patron is not a Member of the Company and the Board may at any time, by Ordinary Resolution, determine the rights, obligations and restrictions of the Patrons.

23.3 Re-appointment and revocation

- (a) A Patron who has held the position of a patron for one year is eligible for re-appointment, in accordance with this Constitution and only with the mutual consent of the Patron and the Board.
- (b) The Board may, by Ordinary Resolution, vote to revoke a Patron's appointment at any time.

24. Committees

24.1 Delegation to committee

- (a) The Board may from time to time establish such committees as it sees fit to assist it in carrying out its functions.
- (b) The Board may:
 - (i) delegate any of their powers to committees consisting of such one or more persons, whether Directors or not, as they think fit; or
 - (ii) establish advisory committees (or other similar committees) not having delegated authority or powers.
- (c) A Director may be a member of any committee established by the Board.
- (d) The Chair of the Board is an ex-officio member of all Board committees. For the avoidance of doubt, the Chair does not have to attend any Committee meeting, and the Chair may elect to attend Committee meetings as they see fit.

24.2 Regional Committees

- (a) As at the date of adoption of this Constitution, the following Regional Committees must be established by the Board:
 - (i) Northern Regional Committee, which represents Members in Queensland and the Northern Territory;
 - (ii) Eastern Regional Committee, which represents Members in New South Wales and the Australian Capital Territory;
 - (iii) Southern Regional Committee, which represents Members in Victoria, South Australia and Tasmania; and
 - (iv) Western Regional Committee, which represents Members in Western Australia.
- (b) In addition to the terms contained in the remainder of this clause 24, each Regional Committee:
 - (i) must have its committee members elected from among the Members of their corresponding region;
 - (ii) will recommend to the Board a budget for their respective regions;
 - (iii) will be supported by a regional manager; and
 - (iv) must comprise at least 4 and not more than 9 committee members, or such other number as the Board may determine from time to time.

24.3 Audit and Risk Committee

As at the date of adoption of this Constitution, an Audit and Risk Committee must be established by the Board, which:

- (a) must comprise at least 4 and not more than 9 committee members appointed by the Board:
- (b) must include:

- (i) an individual with financial expertise, such as a qualified accountant or auditor or other finance professional;
 - (ii) a current Director to act as chairperson; and
 - (iii) if possible, one member who has had previous experience in the area of risk and/or is legally qualified; and
- (c) will assist the Board in the effective discharge of its responsibilities in the areas of statutory reporting, internal control systems, risk management systems, insurance and legal proceedings, and the internal and external audit functions.

24.4 Committee powers

- (a) The Board may determine from time to time the functions, purpose and objectives of each committee.
- (b) Any committee so formed or persons appointed to those committees must, in the exercise of the powers so delegated, or functions entrusted, conform to any regulations that may at any time be imposed by the Board.

24.5 Committee meetings

A chairperson must be nominated for any committee established. The meetings and proceedings of any committee must to the extent possible, be conducted in accordance with the principles of meetings of the Board.

25. Minutes

The Board will cause minutes to be made:

- (a) of all appointments of statutory officers;
- (b) of names of Directors present at all meetings of the Company and of the Board; and
- (c) of all proceedings at all meetings of the Company and of the Board.

Such minutes must be signed by the chairperson of the relevant meeting or the chairperson of the next meeting of the relevant body.

26. Accounts and audit

26.1 Distribution of documents

The Board will cause proper accounting and other books of account to be kept and will distribute to the Members with the notice of the Annual General Meeting all accounts and other documents required by law to be so distributed in accordance with relevant legislation and the Board will table at each Annual General Meeting all accounts and other documents required by law to be tabled. Accounts may be distributed by post, electronic mail or be made available on the Company's website.

26.2 Inspection

The Board will determine in accordance with this clause at what times and places, under what conditions or regulations the accounting and other records of the Company will be open to the inspection of Members of the Company and no Member (not being a Director) will have any right of inspecting any accounts or documents of the Company, except as conferred by law or authorised by the Board or by the Company in general meeting.

26.3 Audit

The Company must in accordance with the Acts and any State or Territory legislation applicable to registration of charities, or charitable fundraising arrange for the accounts to be audited in accordance with the Acts and the applicable State or Territory legislation.

27. Notices

27.1 Service of notices

Where this Constitution, the Acts or other legislation require or permit a document to be served on, given or sent to any person, whether any such expression or any other expression is used (in this clause referred to as served), the document may be served on the person:

- (a) by delivering it to the person personally;
- (b) by sending it, whether by post, contractor, agent, electronic means or otherwise, to:
 - (i) the address of the place of residence last notified and recorded by the Company as entered on the Register; or
 - (ii) the facsimile or email address of the Member as entered in the Register.

27.2 Date of deemed service

A document served under clause 27.1 is treated as having been duly served, regardless of whether it is actually received:

- (a) where delivered personally – on the day of delivery; and
- (b) where sent by post or electronic means - on the day following the day when dispatch occurred.

27.3 Signature

The signature to any document to be given by the Company may be written, printed or stamped personally or electronically.

28. Indemnity

28.1 Indemnity for Officers

To the extent that the Acts allows it, each Officer of the Company and each Officer of a related body corporate of the Company, must be indemnified by the Company against any liability incurred by that person in that capacity, unless that liability arises due to the Officer's wilful act (or failure to act) or omission.

28.2 Insurance premiums

- (a) The Company may at any time pay premiums in respect of a contract insuring a person (whether with others or not) who is an Officer of the Company against a liability incurred by the person.
- (b) The liability insured against may not include that which the Acts prohibit.
- (c) Any such premium in relation to a Director is in addition to, and not regarded as part of, the remuneration approved by members under this Constitution.

28.3 Deed of Access and Indemnity

The Company must enter into a Deed of Access and Indemnity with all Officers, such Deed to be in a form to be determined by the Company from time to time

29. Alteration of the Constitution

This Constitution may only be amended, added to, or rescinded by a Special Resolution of the Company.

Schedule 1 – Incoming Directors

- 1. Dr Andrew Lawrence to be appointed for two year.
- 2. Dr Alison Bennett to be appointed for one year.
- 3. Dr John De Voy to be appointed for one year.
- 4. Dr Anthony Coxon to be appointed for two years.
- 5. Dr Bruce Whittingham to be appointed for one year.
- 6. Dr Warren Genders to be appointed for two years.
- 7. Mr Martin Baird.