



Independent Objective Authoritative
The home for property professionals in Australia

Australian Property Institute Limited
ACN: 608 309 128

CONSTITUTION

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1. Definitions and Interpretations

1.1 Definitions

In this Constitution unless the context requires otherwise:

- (a) **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;
- (b) **Appointed Director** means a Director appointed under clause 9.9;
- (c) **Board** means the board of Directors acting collectively;
- (d) **CEO** means a person appointed as chief executive officer of the Company by the Directors pursuant to clause 12;
- (e) **Chair** means the person elected as the Chair of the Company under clause 11.7(a) or any person appointed to chair a meeting of the Company or a meeting of the Directors pursuant to this Constitution;
- (f) **Charter** means a Charter for any Committee established in accordance with clause 14;
- (g) **Committee** means a committee established by the Directors under clause 14;
- (h) **Commonwealth** means the Commonwealth of Australia;
- (i) **Company** means the Australian Property Institute Limited ACN: 608 309 128;
- (j) **Company Secretary** means a person appointed as a company secretary of the Company by the Directors under clause 13;
- (k) **Conflicts Register** means the register of conflicts declared by Directors maintained by the Company Secretary in accordance with clause 11.10;
- (l) **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;
- (m) **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;
- (n) **Delegations Register** means a register of delegations made by the Directors in accordance with clause 10.6(b)(v) maintained by the Company Secretary;
- (o) **Director** means a director of the Company and includes Elected Directors and Appointed Directors;
- (p) **Directors** means, as the case requires, all or some of the Directors acting together in accordance with their powers and authority under this Constitution;
- (q) **Elected Director** means a Director elected under clause 9;
- (r) **Fee** means any money owed by a Member to the Company as set out in this Constitution or the Policies;
- (s) **General Meeting** means a general meeting of Members and includes the AGM;
- (t) **Member** means a person admitted to the Company as a member under clause 5;

- (u) **Nominations Committee** means the nominations committee appointed pursuant to clause 14.1(b)(ii);
- (v) **Objects** means the objects of the Company in clause 2;
- (w) **Official Position** means a person who, in connection with any State Committee holds a position, whether elected or appointed, as State Chair, deputy state chair, committee member or equivalent of that State Committee;
- (x) **Policy** means a policy made under clauses 6.2 and 15;
- (y) **Purpose Statement** means the purpose of the Company as set out in clause 2 of Schedule 1 and as amended from time to time;
- (z) **Register of Members** means the membership register maintained by the Company Secretary pursuant to clause 5.8(a);
- (aa) **Special Resolution** means a resolution that must be passed by a majority of at least 75% of votes exercisable by Voting Members at the relevant General Meeting in accordance with this Constitution and/or the Corporations Act;
- (bb) **State** means the States of Australia, which will be deemed to include each of the Northern Territory and the Australian Capital Territory;
- (cc) **State Committee** means a committee of the CEO representing a State, and which operates in accordance with the Policies;
- (dd) **State Chair** means the chair of a State Committee;
- (ee) **Subscription** means any money owed by a Member to the Company as set out in this Constitution or the Policies;
- (ff) **Technological Meeting** means a meeting held by method of telephone, video, any other technology (or any combination of these technologies), which permits Members at a General Meeting to see, hear and communicate at the General Meeting;
- (gg) **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 to communicate with any other participant;
- (hh) **Vision** means the vision of the Company as set out in clause 1 of Schedule 1 and as amended from time to time;
- (ii) **Voting** means voting by way of ballot, poll, electronic means or any other method determined by the Directors or as set out in the Policies from time to time; and
- (jj) **Voting Member** means:
 - (i) in relation to a General Meeting, those Members present in person, by proxy or attending by approved technological means and entitled and eligible to vote; and
 - (ii) in relation to a ballot held electronically, means those Members entitled and eligible to vote on the day the ballot is issued.

1.2 Interpretation

In this Constitution unless the context requires otherwise:

- (a) a reference to the Company is a reference to the Australian Property Institute Limited ACN 608 309 128, a company limited by guarantee;
- (b) a reference to a Member present at a General Meeting means the Member present in person or by proxy;
- (c) 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;
- (d) words importing any gender include all other genders;
- (e) the word person includes a firm, a body corporate, a partnership, a joint venture, an unincorporated body or association or an authority;
- (f) a reference to an organisation includes a reference to its successors;
- (g) the singular includes the plural and vice versa;
- (h) a reference to a law includes regulations and instruments made under it;
- (i) 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;
- (j) the words include, includes, including and for example are not to be interpreted as words of limitation;
- (k) 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;
- (l) 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;
- (m) a reference to a President of any State Committee (formally a Division) in any deed, agreement, lease, license, or other document of the Company is taken to be a reference to the respective State Chair unless expressly stated otherwise.

1.3 Corporations Act

In this Constitution:

- (a) 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;
- (c) in the event that any of the provisions in this Constitution are in breach of any of the provisions of the Corporations Act then the provisions will be read down to the extent that they will comply with the Corporations Act and any provision that is in breach of the Corporations Act will be deemed to be struck out and will not form part of this Constitution; and

- (d) in the event that the Corporations Act permits an act to be done, a decision to be made or a meeting to be held in a way that is more convenient for the Company or the Directors or is more favourable to the Members or the Directors than as required or permitted by this Constitution then the Directors may, but will not be obliged to, make the decision, take the action, give the notice or hold the meeting or do the particular thing as permitted and in the time and in the manner permitted by the Corporations Act.

1.4 Headings

Headings are inserted for convenience and do not affect the interpretation of this Constitution.

2. Objects

2.1 The Objects of the Company are to:

- (a) carry on the conduct of the Company in conformity with the Vision and Purpose Statement of the Company;
- (b) provide education to Members and property professionals including but not limited to continuing professional development;
- (c) provide advocacy with key industry stakeholders in the areas of influential relationships, legislative design and standards of professional practice in both the private and public sectors;
- (d) provide services for Members in the areas including, but not limited to, management and leadership, career advisory, industry research, access to information, access to insurance services, advocacy, networking both nationally and internationally;
- (e) conduct industry research;
- (f) develop, maintain and uphold professional standards; and
- (g) undertake any other actions or activities necessary, incidental or conducive to advance these Objects and the conduct of the business activities of the Company.

3. Powers

- 3.1 Solely for furthering the Objects under clause 2, the Company, in addition to any other powers it has under the Corporations Act, has the legal capacity and powers of a company limited by guarantee as set out under section 124 of 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;
- (b) as reimbursement for expenses properly incurred on behalf of the Company;
- (c) of interest at a rate not exceeding current bank overdraft rates of interest for moneys lent;
- (d) in return for services as a Director but only in accordance with the provisions of this Constitution; or
- (e) of reasonable rent for premises let to the Company by them.

5. Membership

5.1 Categories of Members and right to attend and vote

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

- (a) Life Fellows who have the right to attend, speak and vote at General Meetings of the Company;
- (b) Fellows who have the right to attend, speak and vote at General Meetings of the Company;
- (c) Associates who have the right to attend, speak and vote at General Meetings of the Company;
- (d) Provisional Members who have the right to attend General Meetings of the Company but have no right to vote or speak;
- (e) Affiliate Members who have no right to attend General Meetings of the Company and no right to vote or speak; or
- (f) such other category of Member as may be created by the Board in accordance with this Constitution and the Policies.

5.2 Life Fellows

Life Fellowship is the highest honour that can be bestowed by the Company for longstanding and valued service to the Company.

5.3 Admission of Members

A person will become a Member, and the Directors will direct the Company Secretary to record a Member's name in the Register of Members kept by the Company, only upon meeting the criteria applicable to the relevant category of membership set out in this Constitution and the Policies and provided the Member has submitted an application, which is accepted by the Directors, in which the Member undertakes to:

- (a) be bound by this Constitution and the Policies (including Policies specific to the relevant category of Membership);
- (b) pay the fees and subscriptions determined to apply to the Member under clause 7; and

(c) support the Company in the encouragement and promotion of its Objects.

5.4 Subject to this Constitution, the Policies of the Company will set out:

- (a) the categories of Membership;
- (b) the criteria to be met by each category of Member;
- (c) the categories of Affiliate Members and the privileges and benefits of each category of Affiliate Member which will not include the right to receive notice, attend or to vote at, General Meetings; and
- (d) the procedure for suspending or cancelling Membership.

5.5 A Member agrees to comply with this Constitution and the Policies and support the Company and the Objects.

5.6 A Member is entitled to any benefits of Membership prescribed to apply to Members in the Constitution and Policies.

5.7 General

- (a) The Company Secretary must keep a Register of Members in accordance with the Corporations Act.
- (b) No Member whose Membership ceases has any claim against the Company or the Directors for damages or otherwise arising from cessation or termination of Membership.
- (c) Membership is personal to each Member. Members must not, and must not purport to, assign the rights comprising or associated with Membership to any other person and any attempt to do so will 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 a Member or prejudicial to the Objects and interests of the Company.

5.8 Limited Liability

Members have no liability in that capacity except as set out in clause **20**.

5.9 Cessation

A person ceases to be a Member on:

- (a) resignation;
- (b) death;
- (c) the termination of their Membership according to this Constitution or the Policies;
- (d) without limiting anything else in this clause **5.9**, that Member no longer meeting the requirements for Membership according to clause **5.4**.

5.10 Resignation

For the purposes of clause **5.9(a)**, a Member may resign as a Member of the Company by giving 14 days written notice to the Board.

5.11 Forfeiture of Rights

A Member who ceases to be a Member will forfeit all right in and claim upon the Company or the Directors for damages or otherwise, or claim upon the property of the Company including its intellectual property rights.

6. Standards and Discipline of Members

6.1 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.

6.2 Professional Standards Policies

- (a) The Directors may make a Policy or Policies:
 - (i) for the hearing and determination of:
 - (A) grievances by any Member who feels aggrieved by a decision or action of the Company (or a State Committee); and
 - (B) disputes between Members relating to the conduct or administration of the Company; and
 - (C) complaints by a member of the public;
 - (ii) for the discipline of Members;
 - (iii) for the formation and administration of a Professional Standards Committee which must be independent of any party before it on the matter which is the subject of the appeal in question; and
 - (iv) for the termination of Members.
- (b) The Directors or the CEO 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 any duly authorised Committee; or
 - (ii) acted in a manner unbecoming of a Member or prejudicial to the Objects and interests of the Company; or
 - (iii) prejudiced the Company or brought the Company or themselves into disrepute, and for the avoidance of doubt, will include breach of a law which subjects that Member to criminal sanctions;

for investigation or determination either under the procedures set down in the Policies or by such other procedure and/or by persons as the Directors or the CEO consider appropriate.

7. Fees and Subscriptions

7.1 Directors to determine

The Directors must determine from time to time:

- (a) the amount (if any) payable by an applicant for Membership;
- (b) the amount of the annual Subscription fee payable by each Member, or any category of Members;
- (c) any other amount to be paid by each Member, or any category of Members, whether of a recurrent or any other nature; and
- (d) the payment method and the due date for payment.

7.2 Subscription fees

Each Member must pay to the Company the amounts determined under this clause 7.

7.3 Non-Payment of Fees

Subject to clause 7.4(a), the right of a Member to attend and vote at a General Meeting is suspended while the payment of any Subscription or other amount determined under clause 7 is in arrears greater than 30 days.

7.4 Deferral or reduction of Subscriptions

- (a) The Directors may defer the obligations of a Member to pay a Subscription or other amount, or reduce (including to zero) the Subscription or other 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) the reduced Subscription or other amount within a time fixed by the Directors.
- (b) If the Directors defer or reduce a Subscription or other amount payable by a Member under this clause 7.4, that Member will retain their rights to attend and vote at a General Meeting, unless otherwise specified by the Directors.

8. General Meetings

8.1 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.

8.2 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 Members eligible to vote may convene a General Meeting, in accordance with the Corporations Act.

8.3 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 **18 (service of documents)** and the Corporations Act.
- (b) At least 45 days prior to the proposed date of the AGM, the CEO will request from Members who have the right to attend and vote at the meeting, notices of motions, 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, who has the right to attend and vote at the meeting, or Director in accordance with the Corporations Act; and
 - (iv) where applicable, a list of all nominations recommended to the Members by the Nominations Committee for positions to be elected at the relevant General Meeting.

8.4 No other business

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

8.5 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.

8.6 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.

8.7 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.

8.8 Number of clear days for postponement of General Meeting

If a notice to postpone a General Meeting is given pursuant to clause **8.5**, the number of days between the date of the notice and the postponed General Meeting must not be less than the number of days' notice required by clause **8.22** or the Corporations Act.

8.9 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.

8.10 Representative, proxy or attorney at postponed General Meeting

Where:

- (a) a Member appoints a proxy or attorney by way of instrument (an Instrument) to attend and vote at a General Meeting on a specified date, or at a General Meeting or General Meetings to be held on or before a specified date; and
- (b) the date for the meeting is postponed to a date later than the date specified in the Instrument,

then that later date is substituted for the date specified in the Instrument, unless the appointing Member notifies the Company in writing to the contrary at least 48 hours before the time at which the postponed meeting is to be held.

8.11 Non-receipt of notice

The non-receipt of a notice convening, cancelling or postponing a General Meeting, 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.

8.12 Right to appoint proxy

- (a) A Voting Member entitled to attend a General Meeting of the Company is entitled to appoint a person as their proxy to attend the meeting in their place in accordance with the Corporations Act.
- (b) A proxy may be revoked by the appointing Member at any time by notice in writing to the Company.

8.13 Form of proxy

The instrument appointing a proxy may be in a form determined by the Directors from time to time provided it complies with the requirements under the Corporations Act.

8.14 Attorney of Member

A Member may appoint an attorney to act on the Member's behalf at all or any meetings of the Company.

8.15 Lodgement of proxy or attorney documents

- (a) A proxy or attorney of a Voting Member may vote at a General Meeting or adjourned or postponed meeting (as the case may be) only if the instrument appointing the proxy or attorney, are received by the Company:
 - (i) at the office, the electronic address specified for that purpose in the notice of meeting; and
 - (ii) at least 48 hours before the scheduled commencement time for the meeting or adjourned or postponed meeting (as the case may be) at which the person named in the instrument proposes to vote. The scheduled commencement time is as specified in the notice of meeting.
- (b) An undated proxy is taken to be dated on the day that it is received by the Company.

8.16 Authority given by appointment

- (a) Unless the terms of the appointment specify to the contrary, an appointment by a Voting Member confers authority on a proxy or attorney:
 - (i) to agree to a General Meeting being convened by shorter notice than is required by the Corporations Act or by this Constitution;
 - (ii) to speak to any proposed resolution; and
 - (iii) to demand or join in demanding a poll on any resolution.
- (b) Unless the terms of the appointment specify to the contrary, even if the instrument of appointment refers to specific resolutions and directs the proxy or attorney on how to vote on those resolutions, the appointment is taken to confer authority:
 - (i) to vote on any amendment moved to the proposed resolutions and on any motion that the proposed resolutions not be put or any similar motion;
 - (ii) to vote on any procedural motion; and
 - (iii) to act generally at the meeting.
- (c) Unless the terms of the appointment specify to the contrary, if the instrument of appointment refers to a specific meeting to be held at a specified time or venue and the meeting is postponed or adjourned or changed to another venue, then the appointment confers authority to attend and vote:
 - (i) at the postponed or adjourned meeting; or
 - (ii) at the new venue.

- (d) An appointment of a proxy may be a standing proxy — that is, the appointment under the proxy remains valid until it is revoked by the Voting Member that made the appointment.
- (e) The instrument appointing a proxy may provide for the Chair to act as proxy in the absence of any other appointment or if the person or persons nominated fails or fail to attend the meeting.
- (f) The instrument appointing a proxy may direct the way the proxy is to vote in respect of a particular resolution.
- (g) If a proxy is appointed to vote on a particular resolution by more than one Voting Member and the instruments appointing the proxy direct the proxy to vote on the resolution in different ways, then the proxy must not vote on a show of hands taken on the resolution.

8.17 Proceedings at General Meeting

- (a) Number for a quorum

The number of Members who must be present in person, by proxy or by attending by way of a Technological Meeting in accordance with clause 8.17(d) and who are eligible to vote for a quorum to exist at a General Meeting is twenty (20).

- (b) 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.

- (c) Quorum and time

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

- (i) if convened by, or on requisition of, Members, is dissolved; and
 - (ii) in any other case stands adjourned to such other day, time and place as the Chair determines.
- (d) Where Members are provided with an ability to attend a General Meeting by a Technological Meeting, the notice of the General Meeting will specify how Members may use technology to attend. For the avoidance of doubt nothing in this Constitution requires the Company to provide a Technological Meeting.

8.18 Adjourned meeting

If a quorum is not present within 30 minutes after the time appointed for the adjourned meeting, those Members then present will constitute a quorum.

8.19 Chair to preside over General Meetings

- (a) The Chair is entitled to preside as Chair 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, the following may preside as Chair (in order of entitlement):
 - (i) a Director (or other person) chosen by a majority of the Directors present; or
 - (ii) the only Director present; or

- (iii) a Voting Member who is chosen by a majority of the Voting Members present.

8.20 Conduct of General Meetings

- (a) The Chair of the General Meeting:
 - (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 the Chair considers it necessary or desirable for the proper conduct of the meeting.
- (b) A decision by the Chair under this clause **8.20** is final.

8.21 Adjournment of General Meeting

- (a) The Chair may, with the consent of any meeting at which a quorum is present, and must if so directed by the meeting, adjourn the meeting or any business, motion, question, resolution, debate or discussion being considered or remaining to be considered by 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 vote of the Voting Members present.
- (c) Only unfinished business is to be transacted at a meeting resumed after an adjournment.

8.22 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) Where a meeting is adjourned for 30 days or more, at least the same period of notice as was originally required for the meeting must be given for the adjourned meeting.

8.23 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.

8.24 Equality of votes

Where an equal number of votes are cast in favour of and against the resolution, the Chair may exercise a second and casting vote in addition to the Chair's deliberate vote.

8.25 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) If the Chair makes a declaration that a resolution has, on show of hands been lost or carried, whether unanimously or by a particular majority, 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.

8.26 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.
- (c) A demand for a poll may be withdrawn.
- (d) 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.

8.27 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, whose decision is final.
- (b) A vote not disallowed under the objection, is valid for all purposes.

8.28 Chair to determine any poll dispute

If there is a dispute about the admission or rejection of a vote, the Chair must decide it and the Chair's decision made is final.

8.29 Voting of Members

- (a) At a General Meeting, on a show of hands and on a poll or any other method of Voting, each of the Voting Members will have the votes set out in this clause **8.29**.
- (b) Each Voting Member will receive one vote.
- (c) The Voting Members will be:
 - (i) Life Fellows;
 - (ii) Fellows;
 - (iii) Associates;
 - (iv) such other person in a category of Membership which has been granted voting rights pursuant to this Constitution and the Policies.

8.30 Election of Directors

- (a) Elections for Elected Directors will be by ballot in accordance with this clause **8.30** at the relevant 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 and following a recommendation by the Nominations Committee to the Board for an election to fill one or more Elected Director positions the number of 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; and

- (ii) if at the close of nominations and following a recommendation by the Nominations Committee to the Board for an election to fill one or more Elected Director positions there are more nominees than the number of positions to be filled, a ballot will be conducted electronically and the nominee/s who receives the highest number of votes will be elected to fill the Elected Director positions. If two or more eligible nominees get the same number of votes and at the relevant time there is only one Elected Director position to be filled the Chair may exercise a casting vote in addition to the Chair's deliberate vote.

9. Directors

9.1 Number of Directors

- (a) There must be not less than seven (7) and not more than nine (9) Directors.
- (b) Subject to clause **9.1(a)**, not more than seven (7) Directors are to be elected by the Members (Elected Directors), and not more than two (2) Directors are to be appointed under clause **9.9** (Appointed Directors).
- (c) Not more than two (2) Elected Directors who reside in the one State are eligible to be elected.

9.2 Eligibility

- (a) For the period from the commencement of this Constitution a person who:
 - (i) is an employee of the Company; or
 - (ii) holds an Official Position with a State Committee(each a **Disqualifying Position**) may not hold office as a Director.
- (b) A Director who accepts a Disqualifying Position must notify the other Directors of that fact immediately and is deemed to have vacated office as a Director with the position being filled as a casual vacancy. In the event that this results in there being no remaining Directors, an election for Directors will be held in accordance with this clause **9**.
- (c) Notwithstanding clause **9.2(a)** a person elected or appointed as a Director at the time of holding a Disqualifying Position must resign from that Disqualifying Position within 30 days.
- (d) No person shall be eligible to stand as an Elected Director or be an Appointed Director if, during the proposed term of office, they would be in breach of clause **9.7**.
- (e) An Elected Director must be a Member of the Company.
- (f) The Directors may delegate responsibility to the Nominations Committee for the determination of eligibility for Director positions and the Nominations Committee in making a recommendation to the Members and the Directors may take account of any Policy determined by the Directors or any other matter the Nominations Committee considers fit with respect to its Charter and the Policies.
- (g) For the avoidance of doubt, before a person is eligible to stand for election as an Elected Director, he or she must be recommended by the Nominations Committee.

9.3 Nomination for election

Subject to this Constitution, the Policies of the Company will set out the:

- (a) nominations process for election, including any timing requirements;
- (b) Nominations Committee's role in the election process; and
- (c) form required for nomination;

9.4 Term of office of Directors generally

Subject to clauses, **9.1**, **9.2**, **9.7** and **9.8**, an Elected Director will hold office for a term of two years.

9.5 Office held until end of meeting

A retiring Elected Director holds office until the end of the General Meeting at which that Elected Director retires but, subject to the requirement of this Constitution, including clause **9.7**, is eligible for re-election.

9.6 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 Voting Members conducted in accordance with clause **8.30** to fill the vacancy.
- (b) Subject to clauses **9.7** and **9.12**, an Elected Director elected under this clause **9.6** takes office at the end of the meeting at which they are elected for a period of two (2) years.

9.7 Maximum term of office for Directors

- (a) Subject to clause **9.7(c)** a Director may not serve more than three (3) terms as a Director (whether they be consecutive or not consecutive), including where one of the terms is as an Appointed Director.
- (b) For the purpose of clause **9.7(a)**, service:
 - (i) by a person filling a casual vacancy in an Elected Director position under clause 9.8(b) for any period will be treated as a term; and
 - (ii) by a person in an Appointed Director position under clause 9.9 for any period will be treated as a term.
- (c) A Director who has served a maximum term in accordance with clause **9.7(a)** will not be eligible to be a Director until the passing of a minimum of six (6) years from the end of their maximum term of service.

9.8 Casual vacancy in ranks of Elected Directors

- (a) The Directors may at any time appoint a person to fill a casual vacancy (as caused pursuant to clause **9.13**) in the rank of the Directors, but subject always to clause **9.1(c)**.

- (b) A person appointed under clause **9.8(a)** holds office until the next Annual General Meeting at which time they can offer themselves for re-election or in the case of an Appointed Director they can offer themselves for re-appointment by the Directors.

9.9 Appointed Directors

- (a) In addition to the Elected Directors, the Directors may themselves appoint up to two (2) 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 **9.7** and **9.12**, an Appointed Director holds office for a term determined by the Directors not to exceed two (2) years and the appointment will be on such other terms as the Directors may determine.
- (c) A person may only serve three (3) terms as an Appointed Director (whether consecutive or non-consecutive) but, subject to the clause **9.7(c)** and any other requirements of this Constitution, are otherwise eligible to be elected to an Elected Director position if they meet the eligibility criteria outlined in clause **9.2**.
- (d) The Directors following a recommendation from the Nominations Committee may at any time appoint a person to fill a casual vacancy (as defined in clause **9.8**) in the rank of the Appointed Directors and decide such appointment will be for the unexpired term of the retiring Appointed Director and to ensure the continuity of the rotation of Appointed Directors.

9.10 Remuneration of Directors

- (a) Subject to clause **9.13**, a Director may be paid for services as a Director provided the following conditions are satisfied:
 - (i) a resolution is approved by the Members in General Meeting; and
 - (ii) such payment complying with the Corporations Act; and
 - (iii) following the recommendations of an external report commissioned by the Directors into board remuneration which will be conducted by an independent and suitably qualified person or organisation.
- (b) Directors of the Company may also, with the approval of the Directors, and subject to the Corporations Act be paid or reimbursed as the case may be, by the Company for:
 - (i) services rendered to it other than as a Director; and
 - (ii) their reasonable travelling, accommodation and other expenses when:
 - A. travelling to or from meetings of the Directors, a Committee or the Company;
or
 - B. otherwise engaged in the affairs of the Company.

9.11 Honorarium

The Company may in a General Meeting, by ordinary resolution determine to pay a Director an ex-gratia payment.

9.12 Removal of Director

- (a) Subject to the provisions of the Corporations Act, the Company may in a General Meeting, by ordinary resolution remove any Director prior to the expiration of that Director's term of office.
- (b) Unless otherwise resolved at a General Meeting, a Director removed in accordance with clause **9.12(a)** cannot be re-appointed as a Director within three (3) years of their removal.

9.13 Vacation of office

The office of a Director becomes vacant in accordance with the Corporations Act and also if the Director:

- (a) is removed in accordance with clause **9.12**;
- (b) 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;
- (c) resigns from office by notice in writing to the Company;
- (d) accepts appointment to, or becomes the holder of, a Disqualifying Position as set out in clause **9.2** and does not resign from that position within 30 days;
- (e) is not present at three (3) consecutive Directors' meetings without leave of absence from the Directors;
- (f) is found to have breached this Constitution or the Policies;
- (g) is prohibited from being an officeholder of the Company pursuant to the Corporations Act or by reason of any order made pursuant to the Corporations Act;
- (h) 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; or
- (i) dies.

9.14 Alternate Director

A Director cannot appoint an alternate.

10. Powers and Duties of Directors

10.1 Directors to manage the Company

The Directors are to determine and oversee the Company's overall direction and strategy, 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.

10.2 Specific powers of Directors

Without limiting clause **10.1**, 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 and in all cases to do all things necessary in pursuance of the Company's Objects.

10.3 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.

10.4 Appointment of attorney

The Board 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.

10.5 Provisions in power of attorney

A power of attorney granted under clause **10.4** may contain any provisions for the protection and convenience of persons dealing with the attorney that the Board 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.

10.6 Delegation of powers

- (a) Without limiting clause **12.4** the Board 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 Board 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;
 - (iv) may include the power to delegate; and
 - (v) must be entered into the Delegations Register which will be maintained by the Company Secretary.
- (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 Board.

10.7 Code of Conduct and Board Charter

The Board must:

- (a) adopt a code of conduct and board charter for the Board; and
- (b) periodically review the code of conduct and board charter in light of the general principles of good corporate governance but in any event such review must be conducted annually.

11. Proceedings of Board Meetings

11.1 Board meetings

- (a) Subject to clause **11.1(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 four (4) times in each calendar year, face to face or by a Telecommunications Meeting.

11.2 Questions decided by majority

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

11.3 Chair's casting vote

The Chair of the meeting will have a casting vote in addition to the Chair's deliberate vote.

11.4 Quorum

The quorum necessary for the transaction of business at a meeting will be a majority of the total number of Directors or such greater number as may be fixed by the Board.

11.5 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 the 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.

11.6 Convening meetings

- (a) A Director may, and the CEO on the request of a Director must, convene a Board meeting.
- (b) Notice of a meeting of the Board must be given individually to each Director (except a Director on leave of absence approved by the Board). Notice of a meeting of the Board may be given in person, or by post or by telephone or other electronic means.
- (c) A Director may waive notice of a meeting of the Board by giving notice to that effect to the Company in person or by post or by telephone or other electronic means.
- (d) A person who attends a meeting of the Board 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 Board or the accidental omission to give notice of a meeting to a person entitled to receive notice does not invalidate anything done (including the passing of a resolution) at a meeting of the Board.

11.7 Election of Chair

- (a) The Directors may elect one of their number to be the Chair by a majority vote.

- (b) The Director elected to be Chair under clause **11.7(a)** will remain Chair for the duration of their term of office as Director and will chair any meeting of Directors unless the resolution electing a person as the Chair specifies a fixed term for the appointment.
- (c) Despite clause **11.7(b)**, if:
 - (i) there is no person elected as Chair; or
 - (ii) the Chair is not present within fifteen (15) minutes after the time appointed for the holding of the meeting; or
 - (iii) the Chair is unwilling to act,

the Directors present may elect one of their number to be Chair of the meeting.

11.8 Circulating resolutions

- (a) The Board may pass a resolution without a Board meeting being held if notice in writing of the resolution is given to all Directors and a majority of the Directors, subject to the quorum set out in clause **11.4** being satisfied, vote in favour of the resolution and sign a document containing a statement that they are in favour of the resolution set out in the document.
- (b) The Directors may vote on any proposed resolution by any electronic means including fax, email, or any other written form of communications. Resolutions considered in this manner will be passed where more than 50% of the Directors eligible to vote, vote in favour of the resolution.
- (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 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 **11.8(a)** and is taken to be signed when received by the Company in legible form.
- (c) The resolution is passed when the last Director required to achieve a majority signs and submits the resolution pursuant to this clause **11**.

11.9 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 were disqualified or had vacated office.

11.10 Directors' Interests

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

- (d) The Conflict of Interest will be entered into the Conflict Register which will be maintained by the Company Secretary.

11.11 Minutes

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

11.12 Telecommunication and Technological Meetings

- (a) A General Meeting or a Board Meeting may be held by means of a Telecommunication Meeting or Technological Meeting, provided that:
 - (i) the number of Members or Directors (as applicable) participating is not less than the quorum required for a General Meeting or Board 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 **11.12**.

11.13 Conduct of Telecommunication Meeting

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

- (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) all persons participating in the meeting via telecommunication who are entitled to vote may do so by announcing his or her vote, or by any other method to be prepared by the Chair;
- (c) 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 at the meeting;
- (d) at the commencement of the meeting each person must announce his or her presence to all other persons taking part in the meeting;
- (e) 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;
- (f) 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
- (g) 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.

11.14 Conduct of Telecommunication Meeting

The following provisions apply to a Technological Meeting of the Members:

- (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) all persons participating in the meeting via technological means who are entitled to vote may do so by announcing his or her vote, or by any other method to be prepared by the Chair;

- (c) 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 at the meeting;
- (d) a person may conclusively be presumed to have been present and to have formed part of a quorum at all times during a Technological Meeting unless that person has previously notified the Chair of leaving the meeting; and
- (e) a minute of proceedings of a Technological 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.

12. Chief Executive Officer

12.1 Appointment of CEO

The Board will appoint a CEO.

12.2 Powers, duties and authorities of CEO

- (a) The CEO holds office on the terms and conditions (including as to remuneration) and with the powers, duties and authorities, delegated by the Board.
- (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 Board.

12.3 Suspension and removal of CEO

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

12.4 Delegation by Board to CEO

The Board may delegate to the CEO the power (subject to such reservations on the power as are decided by the Board) 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) employ and terminate the employment of employees of the Company;
- (c) manage the financial and other reporting mechanisms of the Company;
- (d) approve and incur expenditure subject to specified expenditure limits and delegations entered into the Delegations Register;
- (e) sub-delegate his or her powers and responsibilities to employees or internal management committees of the Company; and
- (f) any other powers and responsibilities which the Directors consider appropriate to delegate to the CEO.

12.5 CEO to attend meetings

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

13. Company Secretary

13.1 Appointment of Company Secretary

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

13.2 Suspension and removal of Company Secretary

The Board may suspend or remove a Company Secretary from that office.

13.3 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 Board.

13.4 Registers

The Company Secretary will establish and maintain the Delegations Register, the Conflicts Register and the Register of Members.

14. Committees

14.1 Committees

- (a) The Board 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.
- (b) The Committees of the Company may include, but will not be limited to:
 - (i) Finance, Audit and Risk Committee; and
 - (ii) Nominations Committee.
- (c) The Committees' formation and functions will be on terms consistent with this Constitution and will be set out in the Policies and the Committees' Charter, each of which are determined by the Board from time to time.
- (d) The Board will approve the Charter in respect of each Committee with the Charter reviewed as required but in any event no less than annually.
- (e) Each Committee specified in this clause or constituted by the Board in accordance with this clause, will comprise persons as determined by the Board and with the Chair of a Committee appointed, or elected as, as the case may be, in accordance with the Policies.

14.2 State Chairs' Committee

- (a) The State Chairs' Committee will meet a minimum of four (4) times annually and will comprise the Chair and each State Chair or a delegate nominated by the State Chair; and the functions of the State Chairs' Committee will be set out in the Policies and the Committee's Charter.

14.3 Powers delegated to Committees

- (a) A Committee must exercise the powers delegated to it according to the terms of the delegation and set out in the relevant Policies and Charter, any directions of the Directors and, where applicable, the terms of this Constitution.
- (b) A Committee must act in accordance with the Charter of that Committee as determined by the Board.
- (c) Powers delegated to and exercised by a Committee are taken to have been exercised by the Board.

14.4 Committee meetings

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

14.5 State Committees

- (a) Each State may have a State Committee, which will be responsible for advocating to the State Chairs' Committee, issues which arise with Members within that State from time to time, in accordance with this Constitution and pursuant to the relevant Charter as implemented and amended from time to time by the CEO.
- (b) The CEO will recognise only one State Committee in each State. For the avoidance of doubt, State Committees are not separate legal entities and at all times are subject to the Committee's Charter.
- (c) At the time of adoption of this Constitution, the State Committees will be those State Committees which are recognised by the CEO as the recognised State Committee in their respective State.

15. Policies

15.1 Making and amending Policies

- (a) In addition to the Policies made pursuant to clause **6.2**, the Board 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 and may amend, repeal and replace those Policies.
- (b) The Policies referred to in clauses **6.2** and **15.1(a)** take effect 28 days after the service of the Policy on the Members and will be in force and effect on and from that date.

15.2 Effect of Policies

A Policy:

- (a) is subject to this Constitution;
- (b) must be consistent with this Constitution; and
- (c) when in force, is binding on all Members and has the same effect as a provision in this Constitution.

16. Inspection of Records

16.1 Right of the Members to inspect 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.

17. Accounts

17.1 Accounting Records

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

17.2 Auditor

A properly qualified auditor or auditors will be appointed or removed by the Board in accordance with Corporations Act and the remuneration of such auditor or auditors will be fixed and duties regulated in accordance with the Corporations Act. The report of the auditors will be distributed to Members in accordance with the Corporations Act.

18. Service of Documents

18.1 Document includes notice

In this clause **18**, document includes a notice.

18.2 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 of Members or an alternative address nominated by the Member; or
- (c) by sending it to an electronic address nominated by the Member.

18.3 Methods of service on the Company

Unless otherwise specified in this Constitution, a Member may give a document to the Company:

- (a) by delivering it to the registered office of the Company (the **Registered Office**);

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

18.4 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,
- (c) and in either case is taken to have been received on the fifth business day after the date of its posting.

18.5 Electronic transmission

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

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

19. Indemnity

19.1 Indemnity of officers

- (a) This clause **19** applies to every person who is or has been:
 - (i) a Director, CEO, or Company Secretary of the Company;
 - and
 - (ii) to any other officers, employees, former officers or former employees of the Company or of its related bodies corporate as the Directors in each case determine.
- (b) Each person referred to in paragraph **19.1(a)** is referred to as an **Indemnified Officer** for the purposes of the rest of clause **19**.
- (c) The Company will indemnify each Indemnified Officer out of the property of the Company against:
 - (i) every liability 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.

19.2 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.

19.3 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 19.1 on the terms the Directors think fit (as long as they are consistent with clause 19).

20. Winding Up

20.1 Contributions of Members on winding up

- (a) Each Member 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; andsuch amount not to exceed \$1.00.

20.2 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 Voting Members at or before the time of dissolution or, failing that determination, by a judge who has or acquires jurisdiction in the matter.

21. Amendments to Constitution, Vision and Purpose Statement

- 21.1 This Constitution may be amended or repealed in accordance with this Constitution and the Corporations Act.

- 21.2 Amendments to this Constitution will be made by Special Resolution passed at either an Annual General Meeting or General Meeting.
- 21.3 A Special Resolution amending, adopting or repealing the Constitution takes effect:
- (a) If no later date is specified in the Special Resolution, then on the date on which the resolution is passed; or
 - (b) On a later date specified in, or determined in accordance with, the Special Resolution.
- 21.4 For the avoidance of doubt, the Vision and Purpose Statement of the Company may be amended from time to time by the Directors in the ordinary course of the Directors' business and such change does not require a Special Resolution.

SCHEDULE 1

1. Vision:

The API is committed to being a Members First organisation for property professionals with all of the API's efforts guided by the API's values of Independence, Objectivity and Authority. The API aims to be the home for property professionals in Australia.

2. Purpose Statement:

To achieve the Vision, the API's purpose is to be the leading and contemporary membership organisation for property professionals that develops and supports its members who advise community and business

For the purposes of this Schedule 1, API means the Company.