



**AUSTRALIAN PROPERTY INSTITUTE
LIMITED**

(ACN 608 309 128)

CONSTITUTION

25 May 2022

1.	DEFINITIONS AND INTERPRETATION.....	7
1.1.	Definitions	7
1.2.	Interpretation	8
1.3.	Corporations Act.....	9
2.	COMPANY LIMITED BY GUARANTEE	10
3.	OBJECTS	10
4.	INCOME AND PROPERTY OF COMPANY	11
4.1.	Sole Purpose.....	11
4.2.	Payments.....	11
5.	MEMBERSHIP	11
5.1.	Categories of Membership and right to attend and vote	11
5.2.	New Categories of Membership.....	12
5.3.	Membership Policies.....	12
5.4.	Membership Application.....	12
5.5.	Members' Benefits and Obligations	13
5.6.	Membership Approval.....	13
5.7.	Cessation of Membership.....	13
5.8.	Expulsion of Member	13
5.9.	Forfeiture of Rights	14
5.10.	General	14
6.	STANDARDS AND DISCIPLINE OF MEMBERS.....	14
6.1.	Jurisdiction	14
6.2.	Professional Standards Policies	14
7.	FEES AND SUBSCRIPTIONS	15
7.1.	Determination and Payment of Fees	15
7.2.	Extension or waiver of Fee.....	15



7.3.	Non-payment of fees	16
8.	DIRECTORS	16
8.1.	Number of Directors	16
8.2.	Term	16
8.3.	Removal of Director	17
8.4.	Suspension of Director	17
8.5.	Vacation of office	17
8.6.	Effect of vacancy	18
8.7.	Remuneration	18
8.8.	Alternate Director	19
9.	ELECTED DIRECTORS	19
9.1.	Eligibility	19
9.2.	Nominations	19
9.3.	Elections	19
9.4.	Casual vacancy in ranks of Elected Directors	20
10.	APPOINTED DIRECTORS	20
11.	POWERS AND DUTIES OF THE BOARD	21
11.1.	General Powers of the Board	21
11.2.	Exercise of powers	21
11.3.	Time and extension of time	21
11.4.	Delegation of powers	21
11.5.	Duties of the Board	22
11.6.	Appointment of attorney	22
11.7.	Code of Conduct and Board Charter	22
11.8.	Directors' Interests	22
12.	CHAIR	23
13.	PROCEEDINGS OF THE BOARD	23



13.1. Board meetings	23
13.2. Use of technology	23
13.3. Notice of Board Meeting	23
13.4. Quorum.....	24
13.5. Questions decided by majority	24
13.6. Circulating resolutions	24
13.7. Validity of acts of Directors.....	25
13.8. Minutes	25
14. GENERAL MEETINGS.....	25
14.1. General Meeting	25
14.2. Convening a General Meeting.....	25
14.3. Notice of a General Meeting.....	25
14.4. Business of General Meetings.....	26
14.5. Proceedings at General Meeting	26
14.6. Conduct of General Meetings	27
14.7. Questions decided by majority.....	28
14.8. Equality of votes.....	28
14.9. Declaration of results.....	28
14.10. Poll	28
14.11. Objection to voting qualification	28
14.12. Chair to determine any poll dispute.....	29
14.13. Voting of Members	29
14.14. Use of Technology	29
14.15. Electronic Voting.....	29
15. ADJOURNMENT OF GENERAL MEETING.....	30
15.1. Adjournment	30
15.2. Notice of adjourned meeting.....	30



15.3.	Quorum for adjourned meeting	30
16.	CANCELLATION OR POSTPONEMENT OF GENERAL MEETING	30
16.1.	Cancellation or postponement	30
16.2.	Written notice of cancellation or postponement of General Meeting	31
16.3.	Business at postponed General Meeting	31
17.	PROXIES AND ATTORNEYS	31
17.1.	Right to appoint proxy	31
17.2.	Attorney of Member	31
17.3.	Form of proxy or attorney	31
17.4.	Lodgement of proxy or attorney documents	32
17.5.	Authority given by appointment of a proxy or attorney	32
17.6.	Proxy or attorney at postponed General Meeting	33
18.	COMMITTEES	33
18.1.	Committees	33
18.2.	Committee meetings	34
19.	STATE COMMITTEES	34
20.	CHIEF EXECUTIVE OFFICER	34
20.1.	Appointment of Chief Executive Officer	34
20.2.	Powers, duties and authorities of Chief Executive Officer	34
20.3.	Suspension and removal of Chief Executive Officer	34
20.4.	Chief Executive Officer to attend meetings	35
21.	COMPANY SECRETARY	35
22.	POLICIES	35
22.1.	Making and amending Policies	35
22.2.	Effect of Policies	35
23.	INSPECTION OF RECORDS	36
24.	ACCOUNTS	36
24.1.	Accounting Records	36



24.2.	Distribution of Financial Reports to Voting Members.....	36
24.3.	Auditor.....	36
25.	INDEMNITY.....	36
25.1.	Indemnity of officers.....	36
25.2.	Insurance.....	37
25.3.	Deed.....	37
26.	NOTICES.....	37
26.1.	Methods of service on a Member.....	37
26.2.	Methods of service on the Company.....	38
26.3.	Time of receipt.....	38
27.	WINDING UP.....	38
27.1.	Limited Liability.....	38
27.2.	Excess property on winding up.....	39
28.	AMENDMENTS TO CONSTITUTION.....	39
29.	TRANSITIONAL PROVISIONS.....	39



1. DEFINITIONS AND INTERPRETATION

1.1. Definitions

In this Constitution unless the context requires otherwise:

- (a) **Annual General Meeting** mean the Annual General Meeting of the Company required to be held by the Company annually under the Corporations Act;
- (b) **Appointed Director** means a person appointed by the Board pursuant to clause 10;
- (c) **Board** means the board of the Company;
- (d) **Business Day** means a day other than a Saturday, Sunday, bank holiday or public holiday in the State of New South Wales and **Business Days** has a corresponding meaning;
- (e) **Chair** means any person appointed to chair a General Meeting of the Company or a meeting of the Board pursuant to this Constitution;
- (f) **Chief Executive Officer** or **CEO** means the Chief Executive Officer of the Company as appointed under clause 20;
- (g) **Committee** means a Committee established by the Board under clause 18;
- (h) **Company** means Australian Property Institute Limited (ACN 608 309 128);
- (i) **Company Secretary** means a person appointed as a secretary of the Company by the Board under clause 21;
- (j) **Conflicts Register** means the register of conflicts declared by Directors maintained by the Company Secretary in accordance with clause 11.8(d);
- (k) **Constitution** means this Constitution for the Company as amended from time to time;
- (l) **Corporations Act** means the *Corporations Act 2001* (Cth);
- (m) **Director** means directors of the Company, including Appointed Directors and Elected Directors;
- (n) **Delegations Register** means the register of delegations made by the Board in accordance with clause 21(d) and maintained by the Company Secretary;
- (o) **Elected Director** means a Director elected in accordance with clause 9 and the Nominations Policy;
- (p) **Fee** means any money owed by a Member to the Company as set out in this Constitution or the Policies;
- (q) **Financial Report** has the meaning given by section 9 of the Corporations Act and **Financial Reports** has the corresponding meaning;



- (r) **General Meeting** means a general meeting of Members and includes the Annual General Meeting, and **General Meetings** has the corresponding meaning;
- (s) **Instruction** means the written instruction appointing a proxy or attorney for a Voting member in accordance with clause 17.3;
- (t) **Member** means a person admitted to the Company as a member in accordance with clause 5 and **Members** and **Membership** have the corresponding meanings;
- (u) **Nominations Policy** means the policy adopted by the Board for the nomination and appointment of Directors as amended, supplemented or replaced from time to time;
- (v) **Objects** means the objects of the Company as set out in clause 3;
- (w) **Official Position** means a position held in connection with a State Committee, including the position of State Chair, deputy State Chair, committee member or equivalent;
- (x) **Policy** means a policy of the Company made by the Board and **Policies** has a corresponding meaning;
- (y) **Register of Members** means the Membership register maintained by the Company Secretary pursuant to clause 5.10(a);
- (z) **Special Resolution** has the meaning given by section 9 of the Corporations Act;
- (aa) **State** means the States and Territories of Australia;
- (bb) **State Committee** means the committee for each State established in accordance with clause 19, and **State Committees** means the committees for all States;
- (cc) **State Chair** means the person appointed as chair of a State Committee, and **State Chairs** means the chairs of all the State Committees;
- (dd) **State Chairs' Committee** means the committee of the State Chairs established in accordance with clause 19; and
- (ee) **Voting Member** means 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, as specified in this Constitution, **Voting Members** has the corresponding meaning.

1.2. Interpretation

In this Constitution unless the context requires otherwise:

- (a) a reference to a document or instrument includes any subsequent amendments made to it and, unless the contrary intention appears, includes a replacement;
- (b) words expressing gender include all genders;
- (c) words in the singular include the plural and vice versa;



- (d) the word person includes a firm, a body corporate, a partnership, a joint venture, an unincorporated body or association or an authority;
- (e) a reference to an organisation includes a reference to its successors, executors, administrators, substitutes and permitted assigns;
- (f) headings in this Constitution are for convenience only and do not affect interpretation;
- (g) where an expression is defined, another part of speech or grammatical form of that expression has a corresponding meaning;
- (h) a reference to a law includes regulations and instruments made under it and includes any statutory modification re-enactments of, or legislative provisions substituted for, and any subordinate legislation issued under, that legislation or provision;
- (i) the words include, includes, including, for example or similar expressions are not to be interpreted as expressing limitation;
- (j) a reference to something being written or in writing includes that thing being represented or reproduced in any mode in a visible form;
- (k) where a document including a notice is required to be signed, that requirement may be satisfied in relation to an electronic communication of the document as permitted by law or by any State or Commonwealth law relating to electronic transmissions or in any other manner approved by the Board;
- (l) 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;
- (m) a reference to a Member present at a General Meeting means the Member present in person or by proxy;
- (n) 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 other manner approved by the Board;
- (o) writing and written includes printing, typing and other modes of reproducing words in a visible form including, without limitation, any representation of words in a physical document or in an electronic communication or form or otherwise; and
- (p) a reference to “dollars” or “\$” is to an amount in Australian currency (AUD).

1.3. **Corporations Act**

- (a) The replaceable rules in the Corporations Act are displaced by this Constitution and do not apply to the Company.
- (b) Unless the context otherwise requires, an expression has the same meaning as that provision in the Corporations Act.



- (c) In the event a provision of this Constitution is void, voidable or in breach of a provision of the Corporations Act, the provision will be read down to the extent it complies with the Corporations Act. Any provision that may not be read down, will be struck out from the Constitution.
- (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:
 - (i) more convenient for the Company or the Board; or
 - (ii) more favourable to the Members or the Board,than what is required or permitted by this Constitution, then the Board may in its discretion determine to:
 - (iii) make the decision;
 - (iv) take the action;
 - (v) give the notice;
 - (vi) hold the meeting; or
 - (vii) do the particular thing,as permitted, in the time and in the manner, permitted by the Corporations Act.

2. COMPANY LIMITED BY GUARANTEE

The Company is a public company limited by guarantee and has the legal capacity and powers set out in section 124 of the Corporations Act.

3. OBJECTS

The Objects of the Company are to:

- (a) provide education to Members and property professionals including but not limited to continuing professional development;
- (b) 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;
- (c) 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;
- (d) conduct industry research;
- (e) develop, maintain and uphold professional standards; and

- (f) undertake any other actions or activities necessary, incidental or conducive to advance these Objects and the conduct of the business activities of the Company.

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

Income or property of the Company will not be paid or transferred directly or indirectly to any Member, except for payments to a Member of a reasonable amount approved by the Company:

- (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) for interest, at a rate not exceeding current bank overdraft rates of interest, on money borrowed by the Company;
- (d) in return for services as a Director, as permitted by this Constitution or the Corporations Act;
- (e) as reimbursement for expenses incurred in performing duties as a Director, as permitted by the Corporations Act;
- (f) in the course of employment for a Member who is an employee of the Company;
- (g) for reasonable rent for premises let to the Company by them; or
- (h) for any other amount of a similar character to those in this clause 4.2.

5. MEMBERSHIP

5.1. Categories of Membership and right to attend and vote

The categories of Membership are:

- (a) Life Fellows who have the right to attend, speak and vote at General Meetings;
- (b) Fellows who have the right to attend, speak and vote at General Meetings;
- (c) Associates who have the right to attend, speak and vote at General Meetings;
- (d) Provisionals who have the right to attend General Meetings but have no right to vote or speak;



- (e) Affiliates who have no right to attend, vote or speak at General Meetings; or
- (f) such other category of Membership as may be created by the Board in accordance with clause 5.2.

5.2. **New Categories of Membership**

The Board may from time to time create a new category of Membership in the form of a Policy and specify the criteria and rights attached to that category of Membership. Any new category of Membership created by the Board may be granted the right to attend General Meetings but must not be provided any right to speak or vote at General Meetings.

5.3. **Membership Policies**

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

- (a) the categories of Membership in accordance with clauses 5.1 and 5.2 ;
- (b) the criteria to be met by each category of Member;
- (c) the privileges and benefits of each category of Membership, including voting rights, and any right to receive notice or attend General Meetings; and
- (d) the procedure for suspending or cancelling Membership.

5.4. **Membership Application**

- (a) A person may apply to become a Member by:
 - (i) completing the specified application form determined by the Board, from time to time and delivering it to the Company, including agreeing to:
 - (A) be bound by this Constitution and the Policies (including Policies specific to the relevant category of Membership); and
 - (B) support the Company in the encouragement and promotion of its Objects.
 - (ii) satisfying the Board that they meet the criteria applicable to the relevant category of Membership set out in this Constitution and the Policies as determined by the Board, from time to time; and
 - (iii) paying any fees and subscriptions determined by the Board, from time to time to apply to the Member under clause 7.
- (b) A person becomes a Member when their name is entered on the Register of Members.



5.5. **Members' Benefits and Obligations**

A Member:

- (a) is entitled to any benefits of Membership determined by the Board in accordance with the Policies and this Constitution;
- (b) agrees to comply with this Constitution and the Policies and to support the Company and the Objects; and
- (c) will be subject to the standards and Policies set out in clause 6.

5.6. **Membership Approval**

- (a) The Board may approve or reject an application for Membership.
- (b) If the Board approves an application for Membership, the Secretary must as soon as possible:
 - (i) enter the new Member on the Register of Members, and
 - (ii) write to the applicant to tell them that their application was approved, and the date that the Membership started.
- (b) If the Board rejects an application, the Secretary must write to the applicant as soon as possible to tell them that their application has been rejected, but does not have to give reasons.

5.7. **Cessation of Membership**

A person will cease to be a Member on:

- (a) resignation – by providing the Company fourteen (14) days prior written notice;
- (b) death;
- (c) bankruptcy;
- (d) becoming of unsound mind or a person whose property is liable to be dealt with under a law relating to mental health;
- (e) the expulsion or termination of the Member in accordance with this Constitution or the Policies;
- (f) without limiting anything else in this clause 5.7, that Member no longer meeting the requirements for Membership.

5.8. **Expulsion of Member**

The Board may resolve to:

- (a) expel or terminate a Member in accordance with clause 6.2(a)(iv); or



- (b) suspend a Member – for such period and on such terms determined by the Board, where the Member contravenes the terms of this Constitution or the Policies as determined by the Board.

5.9. **Forfeiture of Rights**

A Member who ceases to be a Member will forfeit all right in and claim upon the Company and the Directors for any claim, loss, or to exercise any right.

5.10. **General**

- (a) The Company Secretary must keep a Register of Members in accordance with the Corporations Act.
- (b) Membership is particular to each Member and cannot in whole or in part be transferred or assigned to another person or entity and any attempt to do so will be void.
- (c) Former Members do not have any claim against the Company or the Directors for damages in respect of any claim, or otherwise arising from cessation or termination of Membership.
- (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.

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 Board may implement Policies:
 - (i) for the hearing and determination of:
 - (A) grievances by any Member; 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 expulsion or termination of Members.
- (b) The Board or the CEO in their sole discretion may refer an allegation (which in the opinion of the Board or CEO 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 Board 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 Board or the CEO consider appropriate.

7. FEES AND SUBSCRIPTIONS

7.1. Determination and Payment of Fees

- (a) The Board must determine the Fee from time to time, being:
- (i) the annual subscription fee payable by each Member, or any category of Members; and
 - (ii) any other amount to be paid by each Member, or any category of Members.
- (b) Subject to clause 7.2(a), each Member must pay to the Company the Fee determined under this clause 7 by the payment method and on or before the due date for payment of the Fee, as determined by the Board from time to time.

7.2. Extension or waiver of Fee

- (a) The Board may determine to reduce the Fee payable by a Member or Members (including to zero Fee), or extend the time for payment of the Fee by any Member if the Board is 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 Fee or other amount within a time fixed by the Board.



- (b) If the Board defers or reduces a Fee payable by a Member under clause 7.2(a), that Member will retain their rights (if any) to attend and vote at a General Meeting, unless otherwise specified by the Board, at the absolute discretion of the Board.

7.3. **Non-payment of fees**

- (a) If the Fee is not paid in accordance with this clause 7 within thirty-one (31) days of when it was due, the right of a Member (if any) to attend and vote at a General Meeting and access Member benefits is suspended.
- (b) If the Fee remains unpaid for more than thirty-one (31) days from the due date, the Member will be removed from the Register of Members and will be required to reapply for Membership in accordance with the Policies and this Constitution.

8. **DIRECTORS**

8.1. **Number of Directors**

The Board must have at least seven (7) Directors but may not have more than ten (10) Directors comprised of:

- (a) up to seven (7) Elected Directors;
- (b) up to three (3) Appointed Directors in accordance with clause 10,
with not more than two (2) Elected Directors who reside in the one State.

8.2. **Term**

- (a) Subject to clause 8.2(c), an Elected Director will hold office until the conclusion of the third Annual General Meeting held after their election, with each such period deemed to be three (3) years for the purpose of clause 8.2(c).
- (b) An Appointed Director will hold office until the end of the period determined by the Board at the time of appointment, with each such period to be no more than three (3) years.
- (c) A person may not serve as Director, in any capacity, for more than:
 - (i) six (6) consecutive years; or
 - (ii) six (6) years in any eight (8) year period,
(Maximum Term).
- (d) Once a Director has served their Maximum Term, they cannot be a Director in any capacity for a period of two (2) years after the end of their Maximum Term.
- (e) A person may stand for election as a Director, even if serving the full term would cause them to exceed the Maximum Term, but they must retire early as Director once they have served the Maximum Term.
- (f) For the avoidance of doubt, when calculating the Maximum Term:



- (i) time served as an Appointed Director (regardless of length) will count towards the Maximum Term;
- (ii) time served in a casual vacancy under clause 9.4 (regardless of the length) will count towards the Maximum Term; and
- (iii) if for any reason an Elected Director serves a term less than three (3) years, the actual time served will count towards the Maximum Term.

8.3. Removal of Director

- (a) Subject to the provisions of the Corporations Act, the Company may in a General Meeting by resolution passed by a majority of the Voting Members present at the General Meeting, 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 8.3(a) cannot be re-appointed as a Director within three (3) years from the date of their removal.

8.4. Suspension of Director

- (a) The Board may resolve to suspend a Director in the event that the Board considers the Director's conduct or behaviour to be prejudicial to the interest of the Company.
- (b) A suspended Director is not permitted to take part in the business or affairs of the Company until their suspension has been ended.
- (c) Within 30 days of a Director's suspension, the Board must call a General Meeting, at which the Voting Members may consider a motion to remove the Director from office in accordance with clause 8.3(a).
- (d) If the Voting Members do not pass the motion to remove the Director, the suspension of the Director is terminated and the Director is reinstated.

8.5. 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 8.3(a);
- (b) becomes ineligible in accordance with the Corporations Act;
- (c) ceases to be an eligible Director under the Constitution or the Policies;
- (d) 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;
- (e) dies;
- (f) resigns from office by notice in writing to the Company;



- (g) becomes an employee of the Company;
- (h) holds an Official Position with a State Committee;
- (i) was appointed to the office for a specified period and that period expires;
- (j) has served the term they were elected for, or otherwise served their Maximum Term;
- (k) is not present at three (3) consecutive Board meetings without leave of absence from the Board;
- (l) is found by a court of competent jurisdiction or resolution of the Voting Members to have breached this Constitution or the Policies;
- (m) 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; or
- (n) 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 Corporations Act or this Constitution.

8.6. Effect of vacancy

- (a) Subject to clause 8.6(b) the continuing Directors may act despite a vacancy in their number.
- (b) If the number of Directors is reduced below the minimum number of Directors set out at clause 8.1, 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 or to convene a General Meeting.

8.7. Remuneration

- (a) 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 as to payment and the total pool of payment for the Board; and
 - (ii) such payment complies with the Corporations Act.
- (b) Directors of the Company may also, with the approval of the Board, and subject to the Corporations Act be paid, or reimbursed, 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.



8.8. **Alternate Director**

A Director cannot appoint an alternate.

9. **ELECTED DIRECTORS**

9.1. **Eligibility**

A person is eligible to be nominated for election as an Elected Director at an Annual General Meeting of the Company (**Eligible Candidate**) if they:

- (a) are a Voting Member of the Company;
- (b) are eligible to stand for election under any Policy in place from time to time; and
- (c) are not banned or otherwise disqualified from being a director of a company.

9.2. **Nominations**

- (a) In accordance with this clause 9.2 and the Nominations Policy, upon recommendation by the Nominations Committee to the Board, Eligible Candidates will be nominated for election as Elected Directors.
- (b) The Board is under no obligation to accept the recommendations of the Nominations Committee and will have the final decision regarding any question of eligibility of a nominee.
- (c) The Board will implement a Nominations Policy specifying the nominations process for election as a Director and any eligibility criteria required to be fulfilled by a nominee for election. The Nominations Policy will include matters such as:
 - (i) the requirements for calling for nominations;
 - (ii) the role of the Nominations Committee in recommending nominees for the position of Elected Director to the Board on the basis of eligibility set out at clause 9.1;
 - (iii) the manner in which the ballot will be conducted, including by electronic or postal means;
 - (iv) the determination of results; and
 - (v) other such matters relating to the election of the Board.

9.3. **Elections**

- (a) Subject to the provisions of this Constitution, the Voting Members may elect a person as an Elected Director at an Annual General Meeting subject to the requirements of clause 8.1.



- (b) The election of Elected Directors will be conducted as follows:
 - (i) the method of voting will be determined by the Board, and may including voting by electronic means at or prior to the meeting;
 - (ii) if at the close of nominations, and following a recommendation by the Nominations Committee to the Board, 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 Candidates nominated for election in accordance with clause 9.2(a) will be taken to be elected; and
 - (iii) if an insufficient number of Eligible Candidates are elected under this clause, the unfilled positions are casual vacancies and may be filled by the Board under clause 9.4;
 - (iv) the results of the election of Elected Directors will be announced at the Annual General Meeting, and the Elected Directors will be taken to be elected from the end of that meeting.
- (c) If a person is either:
 - (i) an employee of the Company; or
 - (ii) holds an Official Position with a State Committee,and is elected as an Elected Director, they must immediately resign from employment with the Company, or their Official Position with a State Committee.

9.4. Casual vacancy in ranks of Elected Directors

- (a) The Board may at any time appoint a person to fill a casual vacancy arising under clause 8.5.
- (b) A person appointed under clause 9.4(a) holds office until the next Annual General Meeting at which time they can offer themselves for re-election.

10. APPOINTED DIRECTORS

- (a) The Board may at any time appoint up to three (3) Appointed Directors in addition to the Elected Directors to complete the composition of the Board in accordance with the Policies and clauses 10(b) and 10(c).
- (b) The Board may at any time appoint up to two (2) Appointed Directors in accordance with the Policies.
- (c) The Board may appoint an additional Appointed Director from time to time, because of their special business acumen or technical skills in accordance with the Policies, bringing the total number of Appointed Directors to three (3), where there is a specific need for an additional Director or skillset on the Board.
- (d) An Appointed Director's term commences on the date on which the Board resolves to appoint the Appointed Director to the Board and is otherwise subject to clause 8.2.

- (e) The Nominations Policy will include the role of the Nominations Committee in recommending nominees for the position of Appointed Director based on the criteria, guidelines and competencies set out in the Nominations Policy.

11. POWERS AND DUTIES OF THE BOARD

11.1. General Powers of the Board

Except as otherwise required by the Corporations Act, any other applicable law, or this Constitution, the Board:

- (a) has power to manage the business of the Company; and
- (b) may exercise every right, power or capacity of the Company to the exclusion of the Members and the Company in General Meeting.

11.2. Exercise of powers

A power of the Board can be exercised only:

- (a) by resolution passed at a meeting of the Board or otherwise in accordance with clause 13; or
- (b) in accordance with a delegation of the power under clause 11.4, 18.1(a) or 20.2.

11.3. Time and extension of time

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 Board may at its absolute discretion extend that time, period or date as it thinks fit, even if that time or date has already passed.

11.4. Delegation of powers

- (a) Without limiting clause 20.2, the Board may delegate any of its powers as permitted under section 198D of the Corporations Act.
- (b) The Board may revoke a delegation previously made, whether or not the delegation was expressed to be for a specified period.
- (c) A delegation of powers under clause 11.4(a) may be made:
 - (i) for a specified period or without specifying a period; and
 - (ii) on the terms (including power to further delegate) and subject to any restrictions the Board decides.
- (d) A document of delegation may contain the provisions for the protection and convenience of those who deal with the delegate that the Board thinks appropriate.



11.5. Duties of the Board

The Board must comply with their duties as Directors required under the Corporations Act and the common law including:

- (a) to exercise their powers and discharge their duties with the degree of care and diligence that a reasonable individual would exercise if they were a Director of the Company;
- (b) to act in good faith in the best interests of the Company in accordance with the Objects;
- (c) not to misuse their position as a Director;
- (d) not to misuse information they gain in their role as a Director;
- (e) to disclose any perceived or actual material conflicts of interest;
- (f) to ensure that the financial affairs of the Company are managed responsibly; and
- (g) not to allow the Company to operate while it is insolvent.

11.6. Appointment of attorney

- (a) 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.
- (b) A power of attorney granted under clause 11.6(a) 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.

11.7. Code of Conduct and Board Charter

The Board may:

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

11.8. Directors' Interests

- (a) A Director must declare to the Board 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.
- (b) Where a Director declares a Conflict of Interest, that Director must absent themselves from discussion of such matter unless otherwise determined by the Board and will in any event not be entitled to vote in respect of such matter.

- (c) In the event of any uncertainty as to how to resolve a Conflict of Interest, the issue of how to resolve will immediately be determined by a vote of the Board or, if this is not possible, the matter will be adjourned or deferred to the next meeting.
- (d) All Conflicts of Interest will be entered into the Conflicts Register which will be maintained by the Company Secretary and disclosed to the Board, and where relevant the Members, by way of a standing notice.

12. CHAIR

- (a) The Board may elect one of their number to be the Board Chair by a majority vote.
- (b) The Director elected to be Board Chair will remain Board Chair for the duration of their term of office as Director and will chair any meeting of Directors and any General Meeting, unless a resolution electing a person as the Board Chair specifies a fixed term of the appointment.
- (c) If:
 - (i) there is no person elected as Board Chair; or
 - (ii) the Board Chair is not present within fifteen (15) minutes after the time appointed for the holding of the meeting; or
 - (iii) the Board Chair is unwilling or unable to act,the Directors present may elect one of their number to be Chair of the meeting.

13. PROCEEDINGS OF THE BOARD

13.1. Board meetings

- (a) Subject to clause 13.1(b), Board may meet for conducting business, adjourn and otherwise regulate their meetings as they think fit.
- (b) The Board must meet at least four (4) times in each calendar year.

13.2. Use of technology

- (a) A Board meeting may be held solely or partly using virtual meeting technology by which each Director participating can hear and be heard by each other Director participating or in any other way permitted by the Corporations Act.
- (b) Where a meeting is held in accordance with clause 13.2(a) a Director attending using virtual meeting technology is taken to be present for the meeting.

13.3. Notice of Board Meeting

- (a) A Director may, and the Company Secretary 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 orally (including by telephone) or in writing (including by electronic means).
- (c) Failure to give notice to, or non-receipt of notice by, a Director does not result in a Board meeting being invalid.
- (d) A Director may waive notice of a meeting of the Board by giving notice to that effect to the Company orally (including by telephone) or in writing (including by electronic means).
- (e) A person who attends a meeting of the Board waives any objection that person may have in relation to a failure to give proper notice of the meeting.

134. **Quorum**

- (a) Unless the Board decides otherwise, the quorum necessary for the transaction of business at a Board meeting will be a majority of the total number of Directors.

135. **Questions decided by majority**

- (a) Each Director present has one (1) vote on a matter arising for decision by the Board.
- (b) A question arising at a Board meeting is to be decided by a majority of votes of the Directors present and entitled to vote.
- (c) If equal numbers of votes are cast for and against a resolution the Chair of the meeting will have a second casting vote.

136. **Circulating resolutions**

- (a) The Directors may pass a resolution without a Board meeting being held if all of the Directors who are entitled to vote on the resolution agree in favour of the resolution set out in the document (**Circular Resolution**).
- (b) The Company may send a physical copy of a Circular Resolution, in which case separate copies may be signed by the Directors to agree to the resolution if the wording of the resolution and statement is identical in each copy. Subject to the Corporations Act, electronic signatures will be acceptable.
- (c) The Company may send a Circular Resolution by email or other electronic means to the Directors in which case the Directors may agree to the resolution by sending a reply via email or other electronic means to that effect, including the text of the resolution in their reply.
- (d) The resolution is passed when the last Director agrees to the resolution in the manner set out in this clause.



13.7. **Validity of acts of Directors**

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

13.8. **Minutes**

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

14. **GENERAL MEETINGS**

14.1. **General Meeting**

General Meetings of the Company, are to be held:

- (a) according to the Corporations Act; and
- (b) at a date and venue determined by the Board.

14.2. **Convening a General Meeting**

A General Meeting of Members may be convened by:

- (a) a resolution of the Board;
- (b) the Voting Members, where permitted, and to the extent permitted, by the Corporations Act; or
- (c) a Court in accordance with the Corporations Act.

14.3. **Notice of a General Meeting**

- (a) Notice of a General Meeting must be given to all Members entitled to attend the General Meeting, the Directors, the Chief Executive Officer, the Company Secretary, and the auditor of the Company.
- (b) A Voting Member may submit to the CEO a notice of resolution for an Annual General Meeting on the following terms:
 - (i) the notice must be received between 45 days and 28 days prior to an Annual General Meeting;
 - (ii) the notice must comply with section 249N of the Corporations Act, as modified by this Constitution;
 - (iii) the notice must be submitted in the form prescribed by the Board from time to time;
 - (iv) the resolution must relate to a matter for which the Membership is appropriately or relevantly entitled at law, or by this Constitution, to vote on at a General Meeting;



- (v) the notice must be signed and supported by at least 20 Voting Members.
- (c) The notice of a General Meeting must be sent at least twenty-one (21) days before the General Meeting and set out:
 - (i) any matter required under the Corporations Act, including:
 - (A) the place, date and time for the meeting;
 - (B) if the meeting is to be held using technology – the technology that will be used to facilitate this;
 - (C) the nature of business to be conducted at the meeting; and
 - (D) a statement that Members have the right to appoint proxies in accordance with clause 17;
 - (E) if applicable, a list of nominees for Elected Director, as recommended to the Members; and
 - (F) the intention to propose any resolution and the terms of the proposed resolution, including any resolution properly submitted by a Voting Member pursuant to clause 14.3(b).
 - (d) The non-receipt of a notice of General Meeting, including the accidental omission to provide notice to a person entitled to receive it, does not invalidate any resolution passed at the General Meeting.

14.4. Business of General Meetings

- (a) Regardless of whether referred to in the notice of General Meeting, the business of the Annual General Meeting may include the consideration of the annual financial report, the Directors' report, and the auditor's report.
- (b) Subject to clause 14.4(a), no business other than that stated in the notice of a General Meeting may be transacted at a General Meeting.

14.5. Proceedings at General Meeting

- (a) The quorum for a General Meeting is twenty (20) Voting Members.
- (b) Where a Voting Member has voted in advance by electronic means, in accordance with clause 14.15, that Voting Member will be considered to be present for the purpose a particular resolution which they have cast a vote on, but will not be included in calculating a quorum for a General Meeting unless they are present at that General Meeting.
- (c) All persons entitled to notice of a General Meeting are entitled to be present at the General Meeting.



- (d) The Board Chair, or Chair of the General Meeting, may invite others to the General Meeting, where their attendance is necessary, or in the best interests of facilitating the meeting.
- (e) 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, other than the election of Chair of the General Meeting (if required) and adjournment of meeting.
- (f) If, within thirty (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, Voting Members, is dissolved; and
 - (ii) in any other case stands adjourned to such other day, time and place as the Chair of the General Meeting determines.

14.6. **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 their opinion is necessary or desirable for proper and orderly debate or discussion or the proper and orderly casting or recording of votes;
 - (iii) may, having regard where necessary to the Corporations Act, terminate discussion or debate on any matter they consider is necessary or desirable for the proper conduct of the meeting; and
 - (iv) may in their discretion refuse admission to a person, or require that a person leave, if they know or suspect that the person:
 - (A) is attempting to record the meeting, without the Board's permission;
 - (B) has a placard or banner;
 - (C) has an article which the Chair of the General Meeting considers to be dangerous, offensive or liable to cause disruption;
 - (D) refuses to produce or to permit examination of any article, or the contents of any article, in the person's possession; or
 - (E) behaves or threatens to behave in a dangerous, offensive or disruptive manner.
- (b) A decision by the Chair of the General Meeting under clause 14.6(a)(iv) is final.



14.7. **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.

14.8. **Equality of votes**

Where an equal number of votes are cast in favour of and against the resolution, the Chair of the General Meeting may exercise a second or casting vote in addition to any vote the Chair of the General Meeting may have as a Member.

14.9. **Declaration of results**

- (a) At any General Meeting a resolution is to be put to a vote unless a poll is properly demanded, and the demand is not withdrawn.
- (b) If the Chair of the General Meeting 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 meeting of the Company is conclusive evidence of the fact.
- (c) Neither the Chair of the General Meeting 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.

14.10. **Poll**

- (a) If a poll is properly demanded in accordance with the Corporations Act or by the Chair of the General Meeting, it must be taken in the manner and at the date and time directed by the Chair of the General Meeting, 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 of the General Meeting 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.

14.11. **Objection to voting qualification**

- (a) An objection to the right of a person to attend, speak 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 of the General Meeting, whose decision is final.
- (b) A vote not disallowed under the objection, is valid for all purposes.



14.12. Chair to determine any poll dispute

A dispute about the admission or rejection of a vote must be decided by the Chair of the General Meeting, whose decision is final.

14.13. Voting of Members

- (a) At a General Meeting, on a show of hands and on a poll or any other method of voting including electronic voting at clause 14.15, each of the Voting Members will have the votes set out in this clause 14.13.
- (b) Each Voting Member is entitled to one (1) vote.

14.14. Use of Technology

- (a) A General Meeting may be held solely or partly using virtual meeting technology by which each Member participating can hear and be heard by each other Member participating or in any other way permitted by the Corporations Act.
- (b) If virtual meeting technology is to be used in holding the General Meeting, Members will be provided with sufficient information to allow the Members to participate in the meeting by means of the virtual meeting technology.

14.15. Electronic Voting

- (a) The Board may determine to allow Voting Members to conduct direct voting for any resolution proposed for a General Meeting, including a vote by electronic means (such as electronic voting or electronic polling) in such manner approved by the Board.
- (b) A notice of General Meeting will specify:
 - (i) any resolutions for which electronic voting will occur;
 - (ii) the method of electronic voting approved by the Board; and
 - (iii) the deadline for voting by electronic means,
- (c) The Board may determine a resolution will be decided partly or wholly by electronic voting and may also specify the deadline for voting by electronic means.
- (d) A Voting Member who casts a vote by electronic means will be deemed to have voted in advance of the relevant General Meeting.
- (e) The effective date of a resolution decided partly or wholly by electronic means is the date of the General Meeting to which the resolution relates, regardless of whether sufficient votes are cast prior to the meeting.
- (f) A proxy cannot be appointed for electronic voting.

15. ADJOURNMENT OF GENERAL MEETING

15.1. Adjournment

- (a) The Chair of the General Meeting at which a quorum is present:
 - (i) may in their discretion; and
 - (ii) must if directed by the majority of Voting Members,

adjourn the General 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 General Meeting or to an adjourned meeting at any time and place agreed by vote of the Voting Members present.
- (c) Subject to clause 14.4(a), only unfinished business is to be transacted at a General Meeting resumed after an adjournment.

15.2. 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 General Meeting unless it is adjourned for thirty (30) days or more.
- (b) Where a General Meeting is adjourned for thirty (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.

15.3. Quorum for adjourned meeting

If a quorum is not present within thirty (30) minutes after the time appointed for the adjourned General Meeting, those Voting Members then present will constitute a quorum.

16. CANCELLATION OR POSTPONEMENT OF GENERAL MEETING

16.1. Cancellation or postponement

Where a General Meeting is convened by the Board 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 clause 14.2(b);
- (b) the Board at the request of Members under clause 14.2; or
- (c) a court of competent jurisdiction.



16.2. **Written notice of cancellation or postponement of General Meeting**

- (a) Notice of the cancellation or postponement of a General Meeting must state the reasons for doing so and be given to:
 - (i) each Member entitled to attend the General Meeting; and
 - (ii) each other person entitled to notice of a General Meeting under this Constitution or the Corporations Act.
- (b) A notice postponing a General Meeting must also specify:
 - (i) the new place, date and time for the meeting;
 - (ii) if the meeting is to be held using technology – the technology that will be used to facilitate this,and must be given at least twenty-one (21) days' before the postponed General Meeting can occur.
- (c) The non-receipt of a notice cancelling or postponing a General Meeting, including the accidental omission to provide notice to a person entitled to receive it, does not invalidate any resolution passed at a postponed meeting, or the cancellation or postponement of the meeting.

16.3. **Business at postponed General Meeting**

Subject to clause 14.4(a), the only business that may be transacted at a postponed General Meeting is the business specified in the notice originally convening the meeting.

17. **PROXIES AND ATTORNEYS**

17.1. **Right to appoint proxy**

- (a) A Voting Member entitled to attend a General Meeting of the Company is entitled to appoint another Voting Member 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 Voting Member at any time by notice in writing to the Company which must be received by the Company, at least forty-eight (48) hours before the time at which the General Meeting is to be held.

17.2. **Attorney of Member**

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

17.3. **Form of proxy or attorney**

The Instruction appointing a proxy or attorney must be in a form determined or accepted by the Board from time to time provided it complies with the requirements of the Corporations Act.



17.4. 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 Instruction appointing the proxy or attorney is received by the Company:
 - (i) at the office specified for that purpose in the notice of meeting or via electronic transmission (for example email) addressed to the person specified in the notice of meeting; and
 - (ii) at least forty-eight (48) hours before the scheduled commencement time specified in the notice of meeting for the meeting or adjourned or postponed meeting (as the case may be) at which the person named in the Instruction proposes to vote.
- (b) An undated proxy is taken to be dated on the day that it is received by the Company.

17.5. Authority given by appointment of a proxy or attorney

- (a) The Chair of the General Meeting may require any person purporting to act as a proxy or attorney to establish to the satisfaction of the Chair of the General Meeting that the person has been validly appointed as a proxy or attorney and is the person named in the relevant instrument of appointment, failing which the Chair of the General Meeting may exclude that person from attending or voting at the meeting.
- (b) 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.
- (c) Unless the terms of the appointment provide otherwise, if the Instruction of appointment refers to specific resolutions and directs the proxy or attorney on how to vote on those resolutions, the appointment authorises the proxy:
 - (i) to vote on any amendment moved to the proposed resolutions;
 - (ii) to vote on any motion that the proposed resolutions not be put or any similar motion;
 - (iii) to vote on any procedural motion; and
 - (iv) to act generally on behalf of the Voting Member at the meeting.
- (d) Unless the terms of the appointment specify to the contrary, if the Instruction 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.
- (e) 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.
- (f) The Instruction appointing a proxy may provide for the Chair of the General Meeting to act as proxy in the absence of any other appointment or if the person nominated fails to attend the meeting.
- (g) The Instruction appointing a proxy may direct the manner in which the proxy is to vote in respect of a particular resolution.
- (h) If a proxy is appointed to vote on a particular resolution by more than one (1) Voting Member and the Instructions 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. For the avoidance of doubt, in accordance with clause 14.6 the Chair of the General Meeting has discretion to adopt a procedure that is necessary for a proper and orderly casting and recording of votes.

17.6. Proxy or attorney at postponed General Meeting

Where:

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

then that later date is substituted for the date specified in the Instruction, unless the appointing Voting Member notifies the Company in writing to the contrary at least forty-eight (48) hours before the time at which the postponed meeting is to be held.

18. COMMITTEES

18.1. Committees

- (a) The Board may from time to time establish Committees, sub-committees and special interest groups and must provide for their governance, formation, functions and delegations in a Policy.
- (b) The Board will appoint individuals to those Committees as it sees fit and may delegate any of its powers to Committees consisting of those persons they think fit (including Directors, individuals and consultants), and may vary or revoke any delegation.
- (c) A Committee must exercise the powers delegated to it according to any directions of the Board and as set out in the Policies.



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

182. **Committee meetings**

Unless otherwise determined by the Board, Committee meetings are governed by the Policies.

19. **STATE COMMITTEES**

- 19.1. Each State and Territory 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 Terms of Reference as implemented and amended from time to time by the CEO.
- 19.2. The CEO will recognise one State Committee in each State. State Committees do not have a separate legal identity and are subject to the terms of reference and Policies implemented from time to time by the CEO.
- 19.3. The members of State Chairs' Committee will be the chairs of the State Committees, and the functions of the State Chairs' Committee will be set out in the Policies and terms of reference implemented from time to time by the CEO.

20. **CHIEF EXECUTIVE OFFICER**

20.1. **Appointment of Chief Executive Officer**

- (a) The Board will appoint a Chief Executive Officer for such period and on such terms as they think fit, including determining the remuneration.
- (b) The Chief Executive Officer will not be a member of the Board.

20.2. **Powers, duties and authorities of Chief Executive Officer**

- (a) The Board may delegate to the Chief Executive Officer any of the powers, duties and authorities conferred on them by this Constitution, at the Board's discretion, and subject to any terms and restrictions the Board sees fit.
- (b) The exercise of those powers and authorities, and the performance of those duties, by the Chief Executive Officer is subject at all times to the control of the Board.
- (c) The Chief Executive Officer may from time to time sub-delegate their powers and responsibilities to employees or internal management committees of the Company.

20.3. **Suspension and removal of Chief Executive Officer**

Subject to the terms and conditions of the appointment and the law, the Board may suspend or remove the Chief Executive Officer from that office.



20.4. Chief Executive Officer to attend meetings

- (a) The Chief Executive Officer is entitled to attend all meetings of the Company, meetings of the Board and any Committees and may speak on any matter but does not have a vote.
- (b) The Board may exclude the Chief Executive Officer where the Board determines such exclusion is in the best interest of the Company.

21. COMPANY SECRETARY

- (a) The Board will appoint a Company Secretary, who may be a Director.
- (b) The Board may suspend or remove a Company Secretary from that office at any time.
- (c) A Company Secretary holds office on the terms and conditions (including as to remuneration) and with the powers, duties and authorities, as delegated to them by the Board and this Constitution.
- (d) The Company Secretary will establish and maintain the Delegations Register, the Conflicts Register and the Register of Members.
- (e) The exercise of those powers and authorities and performance of those duties by the Company Secretary is subject at all times to the control of the Board.

22. POLICIES

22.1. Making and amending Policies

The Board may from time to time make Policies:

- (a) that are required to be made under this Constitution; or
- (b) 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.

22.2. 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 Directors as applicable, and has the same effect as a provision of this Constitution.



23. INSPECTION OF RECORDS

A Member does not have the right to inspect any document of the Company (including registers kept by the Company) except as set out in the Corporations Act, and subject to any limitations in the Corporations Act.

24. ACCOUNTS

24.1. Accounting Records

- (a) The Board will cause proper accounting and other records to be kept and will distribute copies of Financial Reports as required by the Corporations Act.
- (b) For the avoidance of doubt, the Company must provide a copy of the Financial Reports to all those entitled to receive notice of an Annual General Meeting in accordance with clause 14.3(a), at the same time it issues the notice of an Annual General Meeting, being at least twenty-one (21) days before the Annual General Meeting.

24.2. Distribution of Financial Reports to Voting Members

In addition to clause 24.1, copies of the Financial Reports of the Company will be distributed to Voting Members who make an election in writing to receive them by the earlier of:

- (a) 21 days before the next Annual General Meeting after the end of the financial year;
or
- (b) 4 months after the end of the financial year.

24.3. Auditor

The Company must comply with the Corporations Act with regards to the eligibility, appointment, removal, remuneration and rights of the auditor of the Company.

25. INDEMNITY

25.1. Indemnity of officers

- (a) This clause 25 applies to every person who is or has been:
 - (i) an “officer” of the Company as defined in section 9 of the Corporations Act;
 - (ii) Director, Chief Executive Officer, or Company Secretary of the Company;
 - (iii) a member of a State Committee or other Committee;
 - (iv) an Auditor appointed by the Company; and
 - (v) an officer, employee, former officer or former employee of the Company or of its related bodies corporate; and
 - (vi) such other person as the Board resolves.



- (b) Each person referred to in clause 25.1(a) is referred to as an **Indemnified Officer** for the purposes of this clause 25.
- (c) The Company will indemnify each Indemnified Officer out of the property of the Company to the extent permitted by law, against:
 - (i) any liability or loss that the Indemnified Officer incurs as an officer of the Company or of a related body corporate of the Company; and
 - (ii) all reasonable 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 barred by statute to indemnify the person against the liability or legal costs; or
 - (iv) an indemnity by the Company for an Indemnified Officer's liability or legal costs would, if given, be made void by statute; or
 - (v) the loss or liability is paid by insurance – in which case, to the extent it is paid by any insurance.

25.2. Insurance

The Company may take out and pay, or agree to pay, a premium for a contract for the benefit of an Indemnified Officer insuring 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 barred 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,

and the Indemnified Officer must comply with the requirements of the insurance contract.

25.3. Deed

The Company may enter into a deed with any Indemnified Officer or a deed poll to expand on the matters set out in clause 25.1 on the terms the Board thinks fit (provided they are consistent with this clause 25).

26. NOTICES

26.1. Methods of service on a Member

The Company may give a document, notice or other communication 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.

26.2. **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.

26.3. **Time of receipt**

A document, notice or other communication is taken, unless the contrary is proved, to have been given or served:

- (a) in the case of a notice given or served personally, on the date on which it is received by the addressee;
- (b) in the case of a notice sent by post, on the fifth Business Day after the date of its posting; or
- (c) in the case of a notice sent by electronic transmission on:
 - (i) the day it is sent, if it is sent by 5pm (local time in the place of delivery) on a Business Day; or
 - (ii) the next Business Day, if it is sent after 5pm (local time in the place of delivery) on a Business Day, or on a day that is not a Business Day.

27. **WINDING UP**

27.1. **Limited Liability**

The liability of Members is limited to each Member undertaking to contribute an amount not exceeding \$1 to the property of the Company if the Company is wound up:

- (a) while they are a Member; or
- (b) within one year after their Membership ceases;

to be used towards:

- (c) payment of the Company's debts and liabilities contracted before their Membership ceased; and
- (d) the costs of winding up.

27.2. 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 as determined by the Voting Members:
 - (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) If the Voting Members fail to make a determination as to the body or bodies referred to in clause 27.2(a) at or before the time of dissolution, the liquidator may make an application to the Supreme Court of New South Wales to make that determination.

28. AMENDMENTS TO CONSTITUTION

- (a) This Constitution may be amended or repealed in accordance with this Constitution and the Corporations Act.
- (b) A Special Resolution amending, adopting or repealing the Constitution takes effect:
 - (i) if no later date is specified in the Special Resolution, then on the date on which the resolution is passed; or
 - (ii) on a later date specified in, or determined in accordance with, the Special Resolution.

29. TRANSITIONAL PROVISIONS

- (a) Service as a Director in any capacity prior to the commencement of this Constitution will be counted when calculating the Maximum Term in accordance with clause 8.2.
- (b) Subject to clause 8.2, the term of Elected Directors elected at the 2021 and 2022 Annual General Meeting will be extended to three (3) years from the date of their most recent election.
- (c) For the avoidance of doubt, if an extended term in accordance with clause 29(b) causes a Director to exceed the Maximum Term, they must retire early as Director once they have served the Maximum Term.