

Air Force Association Ltd

A Company Limited by Guarantee

Constitution

August 2017 (Final)

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Chapter 1 – Definitions and Interpretation

1.1 Definitions

In this Constitution, unless the context requires otherwise, the following words have the following meanings:

AFC	Means the Australian Flying Corps;
ASIC	means the Australian Securities and Investments Commission;
Auditor	means the auditor of the Company appointed in accordance with rule 9.1.2;
Association	means the Australian Flying Corps and Royal Australian Air Force Association, incorporated under the <i>Associations Incorporation Act 2009 (NSW)</i> , the precursor to the Company;
Board	means the board of Directors of the Company;
Business Day	means a day on which the major trading banks are open for business in Melbourne;
Common Seal	means the common seal of the Company, if any;
Company	means Air Force Association Ltd being a company limited by guarantee;
Conflict of Interest	means a conflict of interest which arises when a personal interest, fiduciary or otherwise, conflicts with, has the potential to conflict with, or is perceived to conflict with, a person's duty as a Director;
Constitution	means this constitution, including the Schedule, and any amendments or substitutions to it;
Corporations Act	means the <i>Corporations Act 2001</i> (Cth);
Deductible Gift Recipient	means an institution, fund, authority or any other entity that is endorsed as a deductible gift recipient by the Commissioner under Division 30 of the Income Tax Assessment Act 1997 or is a specific listed deductible gift recipient under Division 30 of the Income Tax Assessment Act 1997;
Director	means a person appointed to perform the duties of a director of the Company;
Dispute	means a dispute referred to in rule 9.4;
Division	Means a Division of the Australian Flying Corps and Royal Australian Air Force Association at the time of incorporation;
Financial Year	means from 1 January to 31 December in any year;

Income	means the income of the Company as detailed in rule 2.4(c) and specifically excludes the income of any Member;
Member	means one of the Divisions of the former entity known as the Australian Flying Corps and Royal Australian Air Force Association at incorporation along with any subsequent Members admitted under rule 3.1(b),
Member's Representative	means a person nominated by a Member to represent and act on behalf of the Member at general meetings of the Company;
Membership Register	means the register of Members kept by the Company;
Objects	means the Company's objects set out in rule 2.2;
Property	means the real and personal property from time to time belonging to or vested in the Company, and excludes the assets of any Member;
RAAF	means the Royal Australian Air Force;
Reserved Matters	means those matters listed in Schedule 1, as may be amended from time to time in accordance with rule 5.4;
Schedule	means a schedule to the Constitution;
Secretary	means any person appointed to perform the duties of a secretary of the Company
Special Resolution	means a resolution passed by at least 75% of all persons present, entitled to vote and who vote.

1.2 Interpretation

In this Constitution, unless the context requires otherwise:

- (a) references to notices include formal notices of meeting and all documents and other communications from the Company to the Members;
- (b) a reference to any legislation or provision, division or subdivision of any legislation includes any amendment to that legislation, provision, division or subdivision, any consolidation or replacement of that legislation, provision, division or subdivision and any subordinate legislation made under that legislation, provision, division or subdivision;
- (c) a reference to the Members present at a general meeting is a reference to the Members' Representatives present in person
- (d) a reference to a person includes a public body, company, or association or body of persons, corporate or unincorporated;
- (e) a reference to writing and written includes printing, lithography and other ways of representing or reproducing words in a visible form;
- (f) the singular (including defined terms) includes the plural and the plural includes the singular;
- (g) a word importing any gender includes every other gender; and
- (h) headings are used for convenience only and do not affect the interpretation of the Constitution.

1.3 Application of the Corporations Act

- (a) Subject to rules 1.1 and 1.2:
 - (i) an expression used in a rule that deals with a matter dealt with by a provision of the Corporations Act has the same meaning as in that provision; and
 - (ii) an expression used in a rule that has a defined meaning for the purposes of the Corporations Act has the same meaning as in the Corporations Act.
- (b) To the extent permitted by law, the provisions of this Constitution displace each provision of a section or subsection of the Corporations Act that applies (or would apply but for this rule) to the Company.
- (c) The replaceable rules do not apply to the Company except those which operate as mandatory rules for public companies under the Corporations Act.

1.4 Preliminary

- (a) The Company is a not for profit public company limited by guarantee.
- (b) The Company is the successor to, and carries on the work of, the Australian Flying Corps and Royal Australian Air Force Association incorporated under the *Associations Incorporation Act 2009 (NSW)*.
- (c) The liability of the Members is limited to the amount of the guarantee set out in rule 3.6(b).

Chapter 2 – Objects of the Company

2.1 Purpose of incorporation

The Company has been formed for the purpose of carrying out the Objects. These purposes include, but are not limited to:

- (a) holding those assets and assuming those liabilities of the Association as are determined by the Association at a time following incorporation; and
- (b) carrying out the Objects in conjunction with the Members.

2.2 Company Objects

The Objects for which this Company has been established are for the benefit of and the interests of members, ex-members and deceased members of the RAAF and their dependants and other persons approved under this Constitution and the Constitutions of the Members, as represented by the Members of this Company to:

- (a) provide national leadership and support to the Members of the Company, in promoting and meeting their objects;
- (b) disseminate information on and facilitate claims relating to rehabilitation and compensation entitlements, hospital and medical treatments and other benefits available to entitled persons under relevant Federal and/or State legislation;
- (c) provide advice, assistance and where necessary advocacy support to represent appellants before the appropriate tribunals and/or Courts;
- (d) make submissions and to provide advice to the relevant Ministers and Governments Departments on matters connected with the welfare of veterans, ex-service personnel, and members of the Australian Defence Force;
- (e) assist and cooperate with kindred ex-service organisations and other organisations and to assist them in attaining any common object;
- (f) preserve the heritage and traditions of the RAAF and the AFC;
- (g) take an active interest in military, commercial and general aviation and in aviation and aeronautical research;
- (h) foster aviation and the conservation of aviation heritage; and
- (i) do all such acts, matters and things as are or may be incidental to the foregoing objects or any of them.

2.2.1 Application of the Objects

The Company must operate solely for the purpose of promoting and advancing the Objects. However, the Company is not required to promote each of the Objects at the same time or in any particular order and may, in its absolute discretion, determine the level and amount of promotion, funding or any other support that should be applied to any one or more specific Objects at any given time.

2.3 Policy Development

The Company may develop policies to promote and advance the Objects from time to time.

2.4 Source and Application of Income

- (a) The Company's Income and Property must be applied solely towards promoting, advancing and carrying out the Objects.
- (b) No part of the income or property of the Company may be paid, transferred or distributed, directly or indirectly, by way of dividend, bonus, fee or otherwise, to any Director or Member.
- (c) The prime source of income of the Company is an annual capitation fee, determined by the Board and levied on the Members. The amount of the capitation fee shall be determined for each Member by using the respective headcount of each Member's own organisation. Additional income may come from company investments, voluntary donations and grants from third parties to the Company.
- (d) Rule 2.4(a) does not prohibit making a payment approved by the Board:
 - (i) for out-of-pocket expenses incurred by a Director in performing a duty as a Director of the Company;
 - (ii) in good faith to the Members for any goods or services they have supplied to the Company in the ordinary and usual course of business and at fair and reasonable rates;
 - (iii) for indemnification of or payment of premiums on contracts of insurance for any Director to the extent permitted by law and the Constitution; or
 - (iv) to the Members in furtherance of the Objects.

Chapter 3 – Membership

3.1 The Members

- (a) Upon incorporation the sole Members of the Company are the seven Members.
- (b) No additional Members shall be admitted as a Member of the Company without the consent of the Members in accordance with item (c) of Schedule 1.

3.2 Members' Representation at general meetings

The Members shall be represented at general meetings of the Company by a Member's Representative, appointed separately by each Member for that purpose.

3.3 Rights of the Members

The Members are entitled to:

- (a) receive notices of, to attend, be heard and vote at any general meeting; and
- (b) a copy of the annual financial report of the Company.

3.4 Removal and Cessation of Membership

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

- (a) being a corporation or association, is wound up or is or becomes Insolvent; or
- (b) resigns as a Member by giving written notice to the Company.

3.5 Duties of a Member

A Member must:

- (a) act honestly, diligently and with reasonable care;
- (b) keep all of the Company's confidential information received, disclosed and discussed at Company meetings confidential;
- (c) not behave in a way that improperly interferes with the operation of the Company or of Company meetings;
- (d) support the Board to promote, advance and carry out the Objects in accordance with the Constitution and the Corporations Act;
- (e) not make improper use of information or opportunities received through being a Member; and
- (f) not make any public statement on behalf of the Company unless authorised by the Board.

3.6 Limited Liability of a Member

- (a) The Company is a public company limited by guarantee and accordingly, the liability of a Member is limited to the amount of the guarantee in rule 3.6(b).
- (b) A Member undertakes to contribute an amount not more than \$1.00 (the guarantee) to the Property of the Company if the Company is wound up while it is a Member or within 1 year after it ceases to be a Member for:
 - (i) payment of the Company's debts and liabilities incurred before the time it ceased to be a Member; and
 - (ii) the costs, charges and expenses of winding up.

Chapter 4 – Directors

4.1 Number and Composition of Directors

- (a) There may be no more than 13 Directors of the Company, all of whom are elected, up to 6 of whom are individual nominations and 7 of whom are nominated by the Members.
- (b) Members may each nominate an alternate Director who will attend Board meetings in the absence of their elected Director.
- (c) The Board is to appoint the President, Treasurer, Secretary and Vice President, each of whom shall be allocated a portfolio as determined by the Board.

4.2 Qualifications of Directors

A person is eligible as a Director if the person is a current member of a Member entity and substantially satisfies the skills and competencies as defined by the Board from time to time.

4.3 Rotation and Term of Directors

- (a) In order to create the order of rotation of the Directors of the initial Board, the Board may determine:
 - (i) the period of time in which an initial Director or Directors shall hold office, provided that such period shall not exceed 3 years; and
 - (ii) the rotation in which each Director shall retire.
- (b) Thereafter, Directors shall be elected for a period of 3 years;
- (c) Where not defined by this Constitution, the Board must determine the rules which govern the appointment of Directors.
- (d) A Director is considered, upon the passing of the service period determined under either rule 4.3(a)(i) or rule 4.3(b), to have retired as a Director and is eligible to be re-elected to the Board, provided that no Director may serve more than two consecutive terms, without stepping down for at least one year.
- (e) A Director is not subject to the limitation imposed by rule 4.3(d), if Members at an AGM re-elect the Director by Special Resolution.

4.4 Appointment and Removal of Directors

- (a) Subject to rule 4.1 and 4.2, in accordance with section 203D of the Corporations Act, at any time the Company may by Special Resolution of the Members, passed at a duly convened general meeting of the Company:
 - (i) increase or reduce the number of Directors;
 - (ii) appoint a new Director to replace a Director who has been removed from office under this rule or whose office has been vacated pursuant to rule 4.5;
 - (iii) appoint additional Directors, as required; and
 - (iv) appoint a Director as Chairperson of the general meeting.
- (b) The Members may by resolution remove any Director from office for any reason, provided the removal process is strictly in accordance with section 203D of the Corporations Act.

4.5 Vacation of Office

In addition to the circumstances in which the office of a Director becomes vacant by virtue of the Corporations Act, the office of Director becomes vacant if a Director:

- (a) resigns or retires from office by written notice to the Company;
- (b) is Bankrupt;
- (c) becomes of unsound mind or a person whose property is liable to be dealt with in any way under a law relating to mental health;
- (d) breaches their duties as a Director and/or is not acting in the best interest of the Company;
- (e) is convicted on indictment of an offence and the Directors do not within 1 month after that conviction resolve by resolution to confirm the Director's appointment or election (as applicable) to the office of Director;
- (f) becomes ineligible or prohibited from being a Director under the Corporations Act;
- (g) dies;
- (h) is removed as a Director by a resolution of the Members;
- (i) is absent for 3 consecutive Director's Meetings without approval from the Members.

4.6 Duties of Officers of the Company

The Directors and any other officers of the Company must comply with the duties imposed on them by the Corporations Act and the general law, including the following duties:

- (a) care and diligence;
- (b) good faith;
- (c) disclosure of personal interests;
- (d) not to improperly use position or information; and
- (e) prevent insolvent trading.

Chapter 5– Function and Powers of the Board

5.1 The function of the Board is to

- (a) Govern the Company; and
- (b) Manage the Company's activities by Committee pursuant to its Objects.

5.2 Powers of the Board

- (a) The business of the Company shall be managed by the Board which shall exercise all the powers of the Company as are not, by the Corporations Act or by the provisions of the Constitution, required to be exercised by the Company in general meeting.
- (b) Subject to the Constitution, the provisions of the Corporations Act and any regulations as may be prescribed by the Company in general meeting, no regulation made by the Company in general meeting will operate to invalidate any prior act of the Board that would have been valid if that regulation had not been made.
- (c) The Board may exercise all the powers of the Company set out in Chapter 7.
- (d) All cheques, promissory notes, drafts, bills of exchange and other negotiable instruments and all receipts for money paid to the Company shall be signed, drawn, accepted, endorsed or otherwise executed, as the case may be, in the manner as the Board from time to time determines.

5.3 Restrictions on Powers of the Board

Despite anything else in this Constitution, the Company shall not have control over the property (real or personal), assets and finances of any Member and any related entity of the Member.

5.4 Reserved Matters Requiring the Member's Approval

Notwithstanding rule 5.2, the Directors and the Company shall not undertake or amend any of the matters listed in Schedule 1 without the prior approval of the Members.

5.5 Disclosure of Conflicts of Interest and other Interests

- (a) A Director who has a Conflict of Interest in a contract or arrangement, or proposed contract or arrangement, in a matter being considered or about to be considered by the Board must disclose the nature of that interest at a meeting of the Board as soon as possible after the relevant facts have come to his or her knowledge and record of such disclosure must be made in the minutes of that meeting.
- (b) A Director who has disclosed a Conflict of Interest must not:
 - (i) be present during any deliberation about that matter;
 - (ii) receive the relevant Board papers in relation to that matter; or
 - (iii) cast any vote in relation to that matter, without the prior approval of the Board.

5.6 Board Meetings

5.6.1 Convening Board Meetings

A majority of Directors may convene a meeting of the Board and the Secretary must, on the request being made by at least 50% of Directors, convene a meeting of the Board. The Board may determine a schedule of meetings throughout the year, of which there shall be no fewer than five meetings, not less than one of which is to be face-to-face.

5.6.2 Notice of Board Meetings

- (a) Subject to the Constitution, notice of a meeting of the Board must be given to each person who is, at the time of giving the notice, a Director, except a Director on a leave of absence approved by the Board.
- (b) A notice of a Board meeting:
 - (i) must specify the date, time and place of the meeting;
 - (ii) must state the nature of the business to be transacted at the meeting; and
 - (iii) may be given in person or by post, telephone, fax or other electronic means.
- (c) The non-receipt of notice of a meeting of the Board by, or a failure to give notice of a meeting of the Board to, a Director does not invalidate any act, matter or thing done or resolution passed at the meeting if:
 - (i) the non-receipt or failure occurred by accident or error;
 - (ii) before or after the meeting, the Director
 - A. has notified or notifies the Company of his or her agreement to that act, matter, thing or resolution personally or by post, telephone, fax or other electronic means; or
 - (iii) the Director attended the meeting.

5.6.3 Quorum at Board Meetings

- (a) No business may be transacted at a meeting of the Board unless a quorum of Directors is present at the time the business is dealt with.
- (b) The Board may fix, from time to time, the quorum necessary for a meeting of the Board, provided that the minimum number of Directors necessary to constitute a quorum is not less than 75% of the Directors.
- (c) If a quorum is not present within 30 minutes after the time appointed for the meeting of the Board, the meeting stands adjourned to the date, time and place as the Board decides.
- (d) If the number of Directors in office at any time is not sufficient to constitute a quorum at a meeting of the Board or is less than the minimum number of Directors fixed under the Constitution, the remaining Directors or Director may only act to the extent that there is an emergency requiring them reasonably to act.

5.6.4 Meeting Proceedings

- (a) The Board may meet together for the dispatch of business and adjourn and otherwise regulate their meetings as they think fit.
- (b) The linking together by telephone or other electronic means of a sufficient number of the Directors to constitute a quorum constitutes a Board meeting. All the provisions in the Constitution relating to Board meetings apply, so far as they reasonably can and with any necessary reasonable changes, to Board meetings by telephone or other electronic means.
- (c) A Director who takes part in a Board meeting by telephone or other electronic means is taken to be present in person at the meeting.
- (d) A Board meeting by telephone or other electronic means is taken to be held at the place decided by the Chairperson of the meeting, as long as at least one of the Directors involved was at that place for the duration of the meeting.

- (e) The Board may extend an invitation to any person it considers appropriate to attend Board meetings, provided that any such invitee is not entitled to vote on matters and is bound by the same information and confidentiality provisions applying to the Board.

5.6.5 Chairperson of Directors

- (a) The President is the Chairperson of Directors.
- (b) In the absence of the President, the Vice President may act in his stead, or the Board may elect one of the Directors as Chairperson of Directors for that meeting of the Board.
- (c) The Chairperson must (if present within 20 minutes after the time appointed for the meeting and is willing to act) preside as Chairperson at each meeting of the Board.
- (d) The Directors present at the meeting must elect one of them as Chairperson of the meeting if:
 - (i) there is no Chairperson;
 - (ii) the Chairperson is not present within 20 minutes after the time appointed for the meeting; or
 - (iii) the Chairperson is present within that time but is not willing to act as Chairperson of the meeting.

5.6.6 Decisions of Directors

- (a) A meeting of the Board at which a quorum is present may exercise all the powers and discretions vested in or exercisable by the Board under the Constitution.
- (b) Subject to the Constitution and the Corporations Act, questions arising at a Board meeting must be decided by resolution of the Directors present, and a resolution passed by the Directors is for all purposes considered a decision of the Board.
- (c) Where the votes on a proposed resolution are equal, the Chairperson of the meeting has a casting vote in addition to his or her vote as a Director.

5.6.7 Minutes

- (a) The Board must prepare minutes of all proceedings of general meetings and of meetings of the Board within one month after the relevant meeting is held, in books kept for that purpose.
- (b) The Board must cause all minutes, except resolutions in writing treated as determinations of the Board, to be signed by the Chairperson of the meeting at which the proceedings took place or by the Chairperson of the next succeeding meeting.
- (c) All Members shall be sent confirmed minutes of meetings of the Board.

5.6.8 Circular Resolutions

- (a) A resolution in writing signed unanimously by all of the Directors entitled to vote (excluding Directors who have been given a leave of absence) and containing a statement that they are in favour of a resolution shall be valid as if it had been passed at a duly convened meeting of the Board.

- (b) A resolution in writing may consist of several documents in like form, each signed by one or more Directors and if so signed, takes effect on the latest date on which a Director signs one of the documents.
- (c) A document generated by electronic means which purports to be a facsimile or email or scanned electronic copy of a resolution of Directors is to be treated as a resolution in writing.
- (d) A document bearing a facsimile or scanned electronic copy of a signature is to be treated as signed.

5.6.9 Validity of Acts

An act done by a person acting as a Director or a meeting of the Board attended by a person acting as a Director is not invalidated merely because of:

- (a) a defect in the appointment of the person as a Director;
- (b) the person being disqualified to be a Director or having vacated office; or
- (c) the person not being entitled to vote,

if that circumstance was not known by the person or the Board (as applicable) when the act was done.

5.6.10 Initial Directors

The initial Directors are the persons specified as directors in the application to ASIC to register the Company under the Corporations Act.

5.6.11 Establishment of Committees

- (a) The Board may establish such committees consisting of such a Director or Directors as the Board thinks fit. Committees may also include persons who are not Directors, but who are chosen for their relevant expertise and skills, relevant to the operations of the Committee.
- (b) The powers for which the committees are formed must be at all times limited to the Objects and subject to the limitation on Powers of the Company set out in this Constitution.
- (c) Any committee so formed shall in the exercise of the powers for which it is established, conform to any regulations that may be imposed on it by the Board.

Chapter 6 – General Meetings

6.1 Holding an Annual General Meeting

- (a) The Company must hold an annual general meeting within 18 months after its registration and at least once a year within 5 months after the end of its financial year.
- (b) The Company may apply to ASIC to extend the period of time within which it must hold its annual general meeting under rule 6.1(a), provided that the application is made before the expiration of the period mentioned in rule 6.1(a).
- (c) If ASIC grants an extension, the Company must hold its annual general meeting within the extended period granted by ASIC.

6.2 Business of Annual General Meeting

The business of an annual general meeting must include the following, even if not referred to in the notice of meeting:

- (a) confirmation of the minutes of the previous annual general meeting, except at the first annual general meeting;
- (b) the consideration of the reports that under the Corporations Act are required to be presented at the annual general meeting;
- (c) the appointment of Directors;
- (d) the appointment of the Auditor; and
- (e) asking questions about the management of the Company and asking questions of the Auditor.

6.3 Notice of General Meeting

- (a) 30 days notice of every general meeting convened under rule 6.1 must be given to:
 - (i) the Members;
 - (ii) each Director; and
 - (iii) the Auditor.
- (b) A notice of general meeting must specify:
 - (i) the date, time and place of the meeting;
 - (ii) if the meeting is to be held in 2 or more places, the technology that will be used to facilitate the meeting;
 - (iii) the general nature of the business to be transacted at the meeting; and
 - (iv) any other matters as are required by the Corporations Act.
- (c) The Board may extend an invitation to any person, corporation or other entity to attend a general meeting, provided any such invitee is not entitled to vote on matters and is bound by the same information and confidentiality provisions applying to the Board.

6.4 Waiving Notice

- (a) A person or entity may waive notice of a general meeting by written notice to the Company or by attendance at the general meeting.
- (b) The non-receipt of notice of a general meeting, or a failure to give notice of a general meeting to any person or entity entitled to receive notice of a general

meeting does not invalidate any act, matter or thing done or resolution passed at the general meeting if:

- (i) the non-receipt or failure occurred by accident or error;
- (ii) before or after the meeting, the person or entity has waived or waives notice of that meeting; or
- (iii) before or after the meeting, the person has notified or notifies the Company of the person's or entity's agreement to that act, matter, thing or resolution by written notice to the Company.

6.5 Postponing or Cancelling a Meeting

The Board may change the venue for, postpone, or cancel a general meeting, other than a general meeting which they are required to convene and hold under the Corporations Act by providing seven days' notice of the change of venue, postponement or cancellation.

6.6 Quorum at General Meetings

- (a) No business may be transacted at a general meeting, except the election of a Chairperson and the adjournment of the meeting, unless a quorum of 6 Member's Representatives are present when the meeting proceeds to consider business.
- (b) If a quorum is not present within 30 minutes after the time appointed for a general meeting:
 - (i) where the meeting was convened by the Board on the request of a Member, the meeting must be dissolved; or
 - (ii) in any other case:
 - A. the meeting stands adjourned to the day, and at the time and place, that the Board decides or, if the Board does not make a decision, to the same day in the next week at the same time and place; and
 - B. if, at the adjourned meeting, a quorum is not present within 30 minutes after the time appointed for the meeting, the meeting must be dissolved.

6.7 Resolutions put to the Vote

- (a) Subject to the Corporations Act and this Constitution, a resolution put to a vote at a general meeting is to be decided by a resolution of the votes cast by the Member's Representatives at the general meeting.
- (b) Each Member's Representative has one (1) vote.

6.8 Chairperson of General Meetings

- (a) If the Board has elected 1 of its number as Chairperson of their meetings, that person must (if present within 20 minutes after the time appointed for the meeting and is willing to act) preside as Chairperson at each general meeting and if that person is not in attendance at or is unwilling to act as Chairperson of any general meeting, the Directors present at the general meeting must elect 1 of their number as Chairperson of that general meeting.
- (b) Subject to the terms of the Constitution dealing with the adjournment of meetings, the ruling of the Chairperson on all matters relating to the order of business, procedure and conduct of the general meeting is final.

6.9 Resolutions in Writing

- (a) A resolution in writing signed by a Member's Representative and containing a statement that it is in favour of the resolution shall be valid as if it had been passed at a duly convened meeting of the Members.
- (b) A document generated by electronic means which purports to be a facsimile or email or scanned electronic copy of a resolution of a Member is to be treated as a resolution in writing.
- (c) A document bearing a facsimile or email or scanned electronic copy of a signature is to be treated as signed.

6.10 Auditor's Right to be Heard

The Auditor is entitled to be heard at a general meeting on any part of the business of that meeting that concerns the Auditor in their professional capacity.

6.11 Use of Technology at General Meeting

- (a) With the consent of the Members, the Company may hold a general meeting at 2 or more venues using any technology that gives the Members entitled to be heard at a general meeting, including telephone or other electronic means, a reasonable opportunity to vote.
- (b) The linking together by telephone or other electronic means of the Members to constitute a quorum under rule 6.6 constitutes a Company general meeting. All the provisions in the Constitution relating to general meetings apply, so far as they can and with any necessary changes, to general meetings by telephone or other electronic means.
- (c) If a Member's Representative takes part in a general meeting by telephone or other electronic means the Member's Representative is taken to be present in person at the meeting.
- (d) A general meeting by telephone or other electronic means is taken to be held at the place decided by the Chairperson of the meeting.
- (e) A Member may only withdraw its consent in rule 6.11(a) by a resolution of the Company at a general meeting.

6.12 Adjourning General Meetings

- (a) The Chairperson of a general meeting may, and must if so directed by the meeting, adjourn the meeting from time to time and from place to place, but no business may be transacted at any adjourned meeting except the business left unfinished at the meeting from which the adjournment took place.
- (b) Where a meeting is adjourned for 30 days or more, notice of the adjourned meeting must be given as in the case of an original meeting.
- (c) Where a meeting is adjourned, the Directors may change the venue for, postpone or cancel the adjourned meeting, unless the meeting was the Annual General Meeting.

Chapter 7 – Company Powers

7.1 General Company Powers

Subject to rule 2.4 and 5.3 for the sole purpose of promoting, advancing and carrying out the Objects, the Company has the power and capacity to do all such acts, deeds and things as a company has capacity and power to do pursuant to the Corporations Act including:

- (a) to accept or refuse any gift, endowment or bequest made to or acquired by the Company generally for the Objects or for the purpose of any specific Object and to undertake, execute and carry out any charitable or other trust which may be considered expedient or desirable in the interests of the Company;
- (b) to subscribe to, become a member of, and co-operate with, any other association or organisation, whether incorporated or not, whose objects are altogether or in part similar to those of the Objects, provided that the Company shall not subscribe to or support with its Income or Property any association or organisation which does not prohibit the distribution of its income and property among its members to an extent at least as great as that imposed on the Company under the Constitution;
- (c) to establish and maintain any number of trusts, each for a specific purpose, pursuant to the Objects; and
- (d) to do all such other things as are incidental or conducive to the attainment of the Objects and the exercise of the powers of the Company.

Chapter 8 – Directors’ Indemnity and Insurance

8.1 Indemnity

- (a) This rule applies to:
 - (i) each person who is or has been a Director or Secretary of the Company; and
 - (ii) any other officers or former officers of the Company or of its related corporations that the Board decides in each case.
- (b) Subject to the Corporations Act, the Company must indemnify and if requested by a person to whom this rule applies enter into a deed indemnifying, on a full indemnity basis and to the full extent permitted by law, each person to whom this rule applies for all losses or liabilities incurred by the person as an officer of the Company or of a related corporation including, but not limited to, a liability for negligence or for reasonable costs and expenses incurred:
 - (i) in defending proceedings, whether civil or criminal, in which judgment is given in favour of the person or in which the person is acquitted; or
 - (ii) in connection with an application, in relation to those proceedings, in which the court grants relief to the person under the Corporation Act.
- (c) The indemnity in this rule 8.1:
 - (i) is a continuing obligation and is enforceable by a person to whom rule 8.1 applies even though that person has ceased to be an officer of the Company or of a related corporation; and
 - (ii) operates only to the extent that the loss or liability is not covered by insurance.

8.2 Insurance

Subject to the Corporations Act, the Company may, to the extent permitted by law, purchase and maintain insurance, or pay or agree to pay a premium for insurance, for any person to whom this rule applies against, any liability incurred by the person as an officer of the Company including, but not limited to, a liability for negligence or for reasonable costs and expenses incurred in defending proceedings, whether civil or criminal and whatever their outcome.

Chapter 9 – General Legal Provisions

9.1 Accounts Audit and Records

9.1.1 Accounts

- (a) The Board must cause proper accounting and other records to be kept in accordance with the Corporations Act.
- (b) The Board must distribute copies of every profit and loss account and balance sheet (including every document required by law to be attached thereto) as required by the Corporations Act.

9.1.2 Auditor

- (a) The Company shall appoint an Auditor in accordance with the Corporations Act.

9.1.3 Records and rights of inspection by the Members

- (a) Subject to the Corporations Act, the Board may determine at what times and places the accounting records and other documents of the Company are open to the inspection of the Members.
- (b) A Member has the right to inspect any document of the Company in accordance with the Constitution or any applicable law.

9.2 Common Seal

- (a) The Company may have a Common Seal which shall be held in the custody of the Secretary at all times.
- (b) If the Company has a Common Seal, it may be affixed to documents by resolution of the Board and in the presence of any two Directors or a Director and a Secretary.

9.3 Amending the Constitution

The Constitution may be amended at any time by Special Resolution of the Members provided that if an amendment has the potential to affect the endorsement of the Company as a Deductible Gift Recipient, the Commissioner of Taxation must first provide his or her written consent to that amendment (and any resolution purporting to make the amendment must be expressed to be subject to the receipt of the Commissioner's written consent).

9.4 Dispute Resolution

- (a) The dispute resolution procedure set out in this rule applies to disputes under this Constitution (**Dispute**) between any of the following:
 - (i) the Members; and
 - (ii) Directors.
- (b) The parties to the Dispute must meet and discuss the Dispute, and, if possible, resolve the Dispute in good faith having regard to the spirit and intent of the Company by attending at least 2 meetings between the parties to the Dispute (if not settled at a first meeting) within 28 days after the Dispute comes to the attention of all of the parties.
- (c) If the parties are unable to resolve the Dispute in accordance with rule 9.4(b) within a further 21 days, then any party to the Dispute may give a dispute notice to the other parties and the Company.
- (d) A dispute notice must be in writing and specify details of the Dispute.

- (e) If the parties are unable to resolve the Dispute within 14 days after receipt by the Company of the dispute notice, a party to the Dispute may refer the Dispute to a mediator.
- (f) The mediator must be:
 - (i) a person chosen by agreement between the parties; or
 - (ii) in the absence of agreement, a person appointed by the Institute of Arbitrators and Mediators Australia.
- (g) The parties to the Dispute must, in good faith, attempt to settle the Dispute by mediation.
- (h) The mediator, in conducting the mediation, must:
 - (i) give the parties to the mediation process every opportunity to be heard;
 - (ii) allow due consideration by all parties of any written statement submitted by any party; and
 - (iii) ensure that natural justice is accorded to the parties to the dispute throughout the mediation process.
- (i) The mediator must not determine the Dispute.
- (j) The mediation must be confidential and without prejudice.
- (k) If the mediation process does not result in the Dispute being resolved within 90 days, the parties may seek to resolve the Dispute otherwise at law.

9.5 Winding Up

- (a) If upon the winding up or dissolution of the Company there remains, after satisfaction of all its debts and liabilities, any money or Property whatsoever, the same shall not be paid to or distributed among the Members but shall be given to or transferred to one or more institutions, funds, authorities or entities which:
 - (i) have objects similar to the Objects; and
 - (ii) prohibit distribution of its income and property among its Members and Directors (if any) to an extent at least as great as is imposed on the Company by rule 2.4.
- (b) The identity of the institutions, funds, authorities and entities referred to in rule 9.5(a) must be decided by the Members by Special Resolution at or before the time of winding up or dissolution of the Company.
- (c) The Company shall not be wound up, while the Company is solvent and while any two Members are in favour of its continuing.

9.6 Membership Register

The Company must establish and maintain a Membership Register. The Membership Register must be kept by the Company and must contain:

- (a) for each current Member:
 - (i) name
 - (ii) address
 - (iii) any alternative address nominated by the Member for the service of notices, and
 - (iv) date the Member was entered on to the register.

- (b) for each person who stopped being a Member in the last 7 years:
 - (i) name
 - (ii) address
 - (iii) any alternative address nominated by the Member for the service of notices, and
 - (iv) dates the membership started and ended.

The Company must give current Members access to the Membership Register. Information that is accessed from the Membership Register must only be used in a manner relevant to the interests or rights of Members.

Schedule 1 – Reserved Matters

The following are Reserved Matters for the purposes of rule 5.9, for which the Board must obtain the approval of the Members by Special Resolution:

- (a) to change the name of the Company;
- (b) to change the Objects of the Constitution;
- (c) to admit any future Member of the Company under rule 3.1(b);
- (d) to conduct any business activities outside of Australia;
- (e) to determine the identity of the institutions, funds, authorities and entities to which any surplus money or property shall be given or transferred upon a winding up or dissolution of the Company in accordance with rule 9.5(b); and
- (f) to wind up the Company in accordance with rule 9.5.