

Constitution of the Immunisation Coalition  
ACN 121 203 343

A company limited by guarantee.  
Incorporated under the *Corporations Act 2001* (Cth)

# TABLE OF CONTENTS

<b>1</b>	<b>DEFINITIONS AND INTERPRETATION</b>	<b>1</b>
1.1	Definitions	1
1.2	Interpretation	2
1.3	Replaceable rules	2
<b>2</b>	<b>PURPOSE</b>	<b>2</b>
2.1	Purposes of the Company	2
2.2	Application of income and property to purposes	4
2.3	Gift Fund	4
<b>3</b>	<b>POWERS OF THE COMPANY</b>	<b>5</b>
3.1	Extent of Power	5
<b>4</b>	<b>MEMBERSHIP</b>	<b>5</b>
4.1	Classes of Membership	5
4.2	Members of the Company	5
4.3	Associate Members of the Company	5
4.4	Organisational Members of the Company	5
4.5	Limited liability of Members, Associate Members, and Organisational Members	6
4.6	Members, Associate Members, and Organisational Members liability on winding up	6
4.7	Admission as a Member, Associate Member, or Organisational Member	6
4.8	Membership fee	6
4.9	Resignation of a Member or Associate Member	6
4.10	Misconduct of a Member or Associate Member	6
4.11	Ceasing to be a Member or Associate Member	7
4.12	Liability after a person ceases to be a Member or Associate Member	7
4.13	Register of Members and Associate Members	8
4.14	Address of Members and Associate Members	8
<b>5</b>	<b>GENERAL MEETINGS</b>	<b>8</b>
5.1	Power to call general meeting	8
5.2	Non-receipt of notice	8
5.3	Business of general meetings	8
5.4	Right of others to attend general meeting	8
<b>6</b>	<b>PROCEEDINGS AT GENERAL MEETINGS</b>	<b>8</b>
6.1	Number for a quorum	8
6.2	Requirement for a quorum	8
6.3	No quorum	9
6.4	Chair of general meetings	9
6.5	Absence of Chair	9
6.6	Conduct of general meetings	9
6.7	Adjournments	10
6.8	Voting at general meetings	10
6.9	Procedure for polls	10
<b>7</b>	<b>VOTES OF MEMBERS</b>	<b>11</b>
7.1	Voting rights	11
7.2	Right to appoint proxy	11
7.3	Form of proxy	11
7.4	Lodgement of proxies	11
7.5	Validity of proxies	11
7.6	Where proxy is incomplete	12
7.7	Postal Ballots	12

<b>8</b>	<b>APPOINTMENT, REMOVAL AND REMUNERATION OF DIRECTORS</b>	<b>13</b>
8.1	Appointment and Removal of Directors	13
8.2	Election of Directors	13
8.3	Maximum term	13
8.4	Remuneration	13
8.5	Vacation of Office	14
<b>9</b>	<b>POWERS OF DIRECTOR</b>	<b>14</b>
<b>10</b>	<b>PROCEEDINGS OF DIRECTORS</b>	<b>14</b>
10.1	Directors meetings	14
10.2	Power to call for a Directors meeting	14
10.3	Quorum for Directors meetings	14
10.4	Notice	14
10.5	Directors meetings by technology	14
10.6	Chair and Deputy Chair of Directors	15
10.7	Directors' voting rights and exercise of powers	15
10.8	Conflict of interests	15
10.9	Material personal interest	16
10.10	Committees	17
10.11	Affiliated Groups	17
10.12	Written resolutions	17
10.13	Defects in appointments	17
10.14	If less than minimum number of Directors	18
10.15	Power to make regulations	18
<b>11</b>	<b>OFFICERS OF THE COMPANY</b>	<b>18</b>
11.1	Appointment of a Chief Executive Officer	18
11.2	Powers of a Chief Executive Officer	19
11.3	Appointment of Secretary	19
11.4	Appointment of other officers	19
11.5	Termination of appointment of other officers	19
<b>12</b>	<b>NOTICES</b>	<b>19</b>
12.1	Notices generally	19
12.2	How notice may be given	19
12.3	Personal service or delivery	19
12.4	Notice by post	19
12.5	Notice by fax or electronic mail	20
<b>13</b>	<b>WINDING UP</b>	<b>20</b>
13.1	Winding Up	20
13.2	Amalgamation	20
<b>14</b>	<b>INDEMNITY</b>	<b>20</b>
14.1	Indemnity of Officers, Insurance and Access	20
14.2	Former Officers	21

## GENERAL

### 1 Definitions and Interpretation

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#### 1.1 Definitions

The following definitions apply in this constitution unless the context requires otherwise:

**Associate Member** has the meaning given in Rule 4.3.

**Chair** means the person occupying the position of chair of the Directors under Rule 9.6.

**Chief Executive Officer** means the chief executive appointed by the Directors under Rule 11.1.

**Company** means the Immunisation Coalition.

**Corporations Act** means the *Corporations Act 2001* (Cth) and the Corporations Regulations.

**Director** means a person appointed or elected to the office of director of the Company in accordance with this constitution and, where appropriate, includes an alternate director.

**Liability** means all costs, charges, losses, damages, expenses, penalties and liabilities of any kind including, in particular, legal costs incurred in defending any proceedings (whether criminal, civil, administrative or judicial) or appearing before any court, tribunal, government authority or other body, in accordance with Rule 14.

**Member** has the meaning given in Rule 4.2.

**Member Present** means, in connection with a meeting, the Member present at the venue or venues for the meeting, in person or by proxy, by attorney or, where the Member is a body corporate, by representative.

**Officer** means:

- (i) a Director or Secretary, chief executive officer or employee; or
  - (ii) a committee member
  - (iii) person appointed as a trustee by, or acting as a trustee at the request of, the Company,
- and includes a former officer.

**duties of the officer** includes, in any particular case where the Directors consider it appropriate, duties arising by reason of the appointment, nomination or secondment in any capacity of an officer by the Company or, where applicable, the subsidiary of the Company to any other corporation.

**to the relevant extent** in relation to rule 14.1 means:

- (i) to the extent the Company is not precluded by law from doing so;
- (ii) to the extent and for the amount that the officer is not otherwise entitled to be indemnified and is not actually indemnified by another person (including, but without limitation, a subsidiary or an insurer under any insurance policy); and
- (iii) where the liability is incurred in or arising out of the conduct of the business of another corporation or in the discharge of the duties of the officer in relation to another corporation, to the extent and for the amount that the officer is not entitled to be indemnified and is not actually indemnified out of the assets of that corporation.

**Person** and words importing persons means any person including partnerships, associations and bodies corporate, unincorporated bodies and all other entities or associations recognised by law as well as individuals.

**Regulations** means the Regulations made in accordance with Rule 10.15.

**Secretary** means a person appointed as secretary of the Company in accordance with this constitution.

## 1.2 Interpretation

Headings are for convenience only and do not affect interpretation. The following rules of interpretation apply unless any contrary intention appears in this constitution or the context requires otherwise.

- (a) The singular includes the plural and conversely.
- (b) Where a word or phrase is defined, its other grammatical forms have a corresponding meaning.
- (c) A reference to any legislation or to any provision of any legislation includes any modification or re-enactment of it, any legislative provision substituted for it, and all regulations and statutory instruments issued under it.
- (d) A word or phrase given a meaning in the Corporations Act has the same meaning in this constitution.

## 1.3 Replaceable rules

The replaceable rules contained in the Corporations Act do not apply to the Company

## 2 Purpose

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### 2.1 Purposes of the Company

The purposes of the Company are:

- (a) to increase awareness of the impact of vaccine preventable diseases, particularly Influenza.
- (b) to endeavour to reduce the public health impact of vaccine preventable diseases, particularly influenza;
- (c) to foster best practice in the control of vaccine preventable diseases, particularly Influenza;
- (d) to encourage policy development around immunisation in general, and in particular for the prevention of influenza;
- (e) to undertake, develop and promote priorities for research into vaccine preventable diseases, particularly influenza;
- (f) to formulate and implement campaigns to promote public awareness of vaccine preventable diseases, particularly influenza;
- (g) to provide a forum for discussion and communication regarding vaccine preventable diseases, particularly influenza;

Constitution of Immunisation Coalition ACN 121 203 345

- (h) to print and publish (whether in electronic or hard copy format) any information, newspapers, periodicals, brochures, leaflets or other matters that the Board thinks may be desirable for the promotion of the purposes;
- (i) to encourage and co-ordinate communication, collaboration and co-operation between health professionals, government, community organisations and the business community in pursuit of the purposes;
- (j) to make grants to or in aid of, to make donations or give assistance to and make contracts with such individuals, trusts, corporations, associations, societies, institutions or other organisations within or outside Australia;
- (k) to collect funds and to solicit, receive and accept financial and other aid, subscriptions, donations and requests from individuals, trusts, companies, associations, societies, institutions and other organisations or authorities and from government and public bodies, and otherwise to borrow or raise funds for its activities;
- (l) to enter into any arrangements with any government or authority, federal or state or local or otherwise to obtain from any such government or authority any rights privileges and concessions which the Company may think it desirable to obtain; and to carry out, exercise and comply with any such arrangements, rights, privileges and concessions;
- (m) To establish and maintain when necessary, physical facilities as may seem conducive to the objects of the Company.
- (n) To acquire in any manner whatsoever any real property or any estate or interest therein whether such real property be freehold, leasehold or held under licence or permissive occupation or any personal property of the Company or any rights, privileges or concessions.
- (o) To sell or transfer, sub-let or otherwise dispose of any real or personal property of the Company.
- (p) To accept any gift, endowment, legacy or bequest made to the Company generally or made for the purpose of any specific object of the Company, to carry out and perform any trusts attached to any such gift, endowment, legacy or bequest and otherwise carry out and perform any trusts the undertaking whereof may be necessary for or conducive to the carrying out of the objects of the Company PROVIDED THAT the Company shall only deal with any such gift, endowment, legacy or bequest in such manner as is allowed by law, having regard to such trusts.
- (q) To establish and support or aid in the establishment and support of any charitable or benevolent Societies, institutions or funds connected with the objects of the Company and conducive to the furtherance of its objects.
- (r) To employ and dismiss officers and employees whether professional or otherwise whose employment may be necessary or conducive to the furtherance of the objects of the Company and to pay to such persons any salaries, wages, fees or emoluments as shall be appropriate and to establish, manage, support or make contributions to any fund designed to benefit such persons or their dependents.
- (s) In furtherance of the objects of the Company, to borrow or raise and to secure the payment of money upon such terms and in such manner as the Company shall see fit, and in particular by the granting of mortgages or by unsecured obligations or by the issue of debenture stock perpetual or otherwise charged upon all or any of the assets and undertakings, both present and future, of the Company.

- (t) To make, rescind or alter from time to time Regulations not being inconsistent with any applicable law or with this Constitution for the time being in force for the regulation of the affairs of the Company.
- (u) To procure the Company to be registered or recognised in any country or place outside the Commonwealth of Australia.
- (v) To invest and deal with the funds of the Company not immediately required for any of its objects in such manners as may be determined from time to time.
- (w) To establish and support or aid in the establishment and support of Societies, institutions, funds, trusts and conveniences calculated to benefit past members, past officers, employees or past employees or the dependants or connections of any such persons, and to grant pensions and allowances, and to make payments towards insurance, and to subscribe or guarantee money for charitable or benevolent objects, or for any exhibition, or for any public, general or useful object.
- (x) to do all other things as conducive to the attainment of the purposes above.

## **2.2 Application of income and property to purposes**

- (a) Subject to paragraph (b), the income and property of the Company must only be used to further the purposes of the Company set out in Rule 2.1. No part of that income or property may be paid or transferred, directly or indirectly, to any Member of the Company by way of dividend, bonus or otherwise.
- (b) Paragraph (a) does not prevent the Company from making a payment in good faith to a Member of the Company:
  - (i) of reasonable and proper remuneration for services provided to the Company;
  - (ii) for goods supplied in the ordinary course of business; or
  - (iii) of reasonable and proper rent for premises let by a Member.

## **2.3 Gift Fund**

The Company must maintain a gift fund to which gifts or contributions for the Company's purposes are to be made subject to the following:

- (a) the object and purposes of the gift fund will be identical to the purposes of the Company set out in Rule 2.1;
- (b) the Company will invite members of the public to make gifts or contributions to the gift fund;
- (c) any gifts or contributions received by the Company under paragraph (b) will be accepted by the Company in the following manner:
  - (i) all gifts or contributions of money received by the Company will be placed in a separate bank account; and
  - (ii) receipts under the name of the Company will be issued to the member or members of the public who made the gift or contribution to the Company;

- (d) all gifts or contributions made to the gift fund must be separately identified and kept separately from any other funds of the Company;
- (e) the funds must be managed by a committee appointed under Rule 9.10 (a majority of whom have a degree of responsibility to the general community); and
- (f) the fund must operate on a non-profit basis and money must not be distributed to members of the committee appointed under paragraph (e), trustees of the fund (if any) or the Company except as reimbursement for out-of-pocket expenses incurred on behalf of the fund or proper remuneration for administrative purposes.

### **3 Powers of the Company**

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#### **3.1 Extent of Power**

The Company has power, solely for the purpose of carrying out the abovementioned objects and not otherwise, to do all such other things as are incidental or conducive to the attainment of those objects and, for such purpose, to exercise, subject to the Corporations Act, all rights, powers and privileges conferred by the Corporations Act.

### **4 Membership**

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#### **4.1 Classes of Membership**

The Membership consists of Members and Associate Members.

#### **4.2 Members of the Company**

- (a) The Members are those persons admitted to the membership of the Company who have consented in writing to be Members and whose names are entered into the Company's register of members.
- (b) On registration the Members will be those persons set out in Schedule 1.
- (c) Two or more persons cannot be registered as holding a single membership interest, whether as joint tenants or as tenants in common.

#### **4.3 Associate Members of the Company**

- (a) Associate Members are those persons admitted to associate membership of the Company and who have consented in writing to be Associate Members.
- (b) Associate Members of the Company have no right to vote at general meetings of the Company.

#### **4.4 Organisational Members of the Company**

- (a) Organisational Members are incorporated Societies, Associations, Companies, or other bodies admitted to organisational membership of the Company that have consented in writing to be Organisational Members.
- (b) Organisational Members of the Company have no right to vote at general meetings of the Company.



#### **4.5 Limited liability of Members, Associate Members, and Organisational Members**

The liability of the Members, Associate Members, and Organisational Members of the Company is limited.

#### **4.6 Members, Associate Members, and Organisational Members liability on winding up**

Each Member, Associate Member, and Organisational Member, undertakes to contribute to the assets of the Company in the event of it being wound up while they are a Member, Associate Member, or Organisational Member, or within one year after they cease to be a Member, Associate Member, or Organisational Member, for payment of the debts and liabilities of the Company and of the costs, charges and expenses of winding up, such amount as may be required not exceeding \$2.

#### **4.7 Admission as a Member, Associate Member, or Organisational Member**

- (a) Applicants for membership as a Member must be nominated by any 2 Members.
- (b) A person who wants to apply for membership as a Member must submit a written application to the Secretary signed by the applicant and the 2 Members making the nomination and in the form determined by the Directors.
- (c) A person who wants to apply for membership as an Associate Member must submit a written application to the Secretary in the form determined by the Directors.
- (d) An Organisation that wants to apply for membership as an Organisational Member must submit a written application to the Secretary in the form determined by the Directors
- (e) At the next meeting of Directors after the receipt of an application for membership, the Directors will consider the application and decide whether or not to admit the applicant and into which class of membership in their absolute discretion. The Directors do not have to give reasons for their decision as to which class of membership the applicant will be admitted.
- (f) If the Directors decide not to admit an applicant to any class of membership, they do not have to give reasons for their decision.

#### **4.8 Membership fee**

The Directors may from time to time determine a membership fee for any class of Members, Associate Members, or Organisational Members and the terms of payment of the membership fee.

#### **4.9 Resignation of a Member or Associate Member**

A Member or Associate Member may resign from the Company by giving notice in writing to the Secretary. The resignation will be effective from the date it is received by the Secretary.

#### **4.10 Misconduct of a Member or Associate Member**

- (a) The Directors may expel from the Company any Member or Associate Member:
  - (i) who does not comply with the provisions of this constitution; or

- (ii) whose conduct in the opinion of the Directors is prejudicial to the interests of the Company.
- (b) At least 21 days before the Directors hold a meeting to expel a Member or Associate Member the Directors must send a notice to the Member or Associate Member (as the case may be) which states:
  - (i) the allegations against the Member or Associate Member;
  - (ii) the proposed resolution for the Member or Associate Member's expulsion; and
  - (iii) that the Member or Associate Member has an opportunity at the meeting to address the allegations either orally or in writing.
- (c) The Company must expel a Member or Associate Member and remove the Member or Associate Member's name from the register where a resolution is passed at the Board meeting for the expulsion of the Member or Associate Member.

#### **4.11 Ceasing to be a Member or Associate Member**

A Member or Associate Member's membership of the Company will automatically cease:

- (a) in the case of a Member or Associate Member who is a natural person, on the date that:
  - (i) the Member or Associate Member dies;
  - (ii) the Member or Associate Member becomes of an unsound mind; or
  - (iii) the Member or Associate Member becomes a person whose estate is liable to be dealt with in any way under the laws relating to mental health; or
  - (iv) the Member or Associate Member has been a Member or Associate Member for five years or such other period as determined by the Board and notified to Members and Associate Members and is not nominated and approved for a further term.
- (b) in a case of a Member or Associate Member which is a body corporate, on the date that:
  - (i) A liquidator is appointed in connection with the winding up of the Member or Associate Member; or
  - (ii) An order is made by a court for the winding up or deregistration of the Member or Associate Member; or
  - (iii) The Member or Associate Member has been a Member or Associate Member for five years or such other period as determined by the Board and notified to Members and Associate Members.

#### **4.12 Liability after a person ceases to be a Member or Associate Member**

A Member or Associate Member who ceases to be a Member or Associate Member must pay to the Company:

- (a) All amounts owing to the Company which are due and unpaid at the date that the member ceases to be a member; and
- (b) Amounts which the Member or Associate Member is liable to pay under Rule 3.5

#### **4.13 Register of Members and Associate Members**

The register of Members and Associate Members must be kept by the Secretary and must contain the full name and address of each Member or Associate Member and any other information required by the Directors.

#### **4.14 Address of Members and Associate Members**

Every Member and Associate Member must inform the Secretary in writing of any change in their address and any such change of address must be entered in the register of Members and Associate Members. The latest address in the register of Members and Associate Members is deemed to be the Member or Associate Member's registered address.

### **5 General meetings**

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#### **5.1 Power to call general meeting**

The Board or any 3 Members may call for a general meeting of the Company whenever it or they think fit.

#### **5.2 Non-receipt of notice**

The fact that a person entitled to receive notice of a general meeting does not receive that notice or is accidentally not given notice, does not invalidate any resolution passed at the meeting.

#### **5.3 Business of general meetings**

Unless all Members are present as Members Present and agree otherwise, the only business to be transacted at a general meeting will be that set out in the notice.

#### **5.4 Right of others to attend general meeting**

- (a) A Director or Secretary who is not a Member or Associate Member is entitled to be present and, at the request of the Chair, to speak at any general meeting.
- (b) Any other person (whether a Member or Associate Member or not) requested by the Directors to attend any general meeting is entitled to be present and, at the request of the Chair, to speak at that general meeting.

### **6 Proceedings at general meetings**

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#### **6.1 Number for a quorum**

Except as otherwise provided in this constitution, 6 Members Present constitutes a quorum.

#### **6.2 Requirement for a quorum**

No business may be transacted at any general meeting unless a quorum of Members is present at the time when the meeting proceeds to business.

### **6.3 No quorum**

- (a) If there is no quorum at a general meeting within 30 minutes after the time specified in the notice of the meeting, the meeting is dissolved unless:
  - (i) the Directors adjourn the meeting to a date, time and place determined by the Directors; or
  - (ii) if there are no Directors present at the meeting, the chair adjourns the meeting to a date, time and place determined by the chair.
- (b) If no quorum is present at any adjourned meeting within 30 minutes after the time appointed for the meeting, the meeting is dissolved.

### **6.4 Chair of general meetings**

Subject to Rule 5.5, the Chair is entitled to preside as chair at every general meeting.

### **6.5 Absence of Chair**

Where a general meeting is held and:

- (a) there is no Chair; or
- (b) the Chair is not present within 15 minutes after the time appointed for the meeting or does not wish to act as chair of the meeting,

the Directors present may choose one of their number or, in the absence of all Directors or if none of the Directors present wish to act, the Members Present may elect one of their number to be chair of the meeting.

### **6.6 Conduct of general meetings**

- (a) The general conduct of each general meeting of the Company and the procedures to be adopted at the meeting are as determined at, during or prior to the meeting by the chair of the meeting.
- (b) The chair of the meeting may make rulings without putting the question (or any question) to the vote if the chair of the meeting considers action is required to ensure the orderly conduct of the meeting.
- (c) At any time the chair of the meeting considers it necessary or desirable for the proper and orderly conduct of the meeting, the chair of the meeting may demand the cessation of debate or discussion on any business, question, motion or resolution being considered by the meeting and require the business, question, motion or resolution to be put to a vote of the Members Present.
- (d) Any determination by the chair of the meeting in relation to matters of procedure (including any procedural motions moved at, or put to, any meeting) or any other matter arising directly or indirectly from the business is final (including any procedural motions moved at, or put to, any meeting). Any challenge to a right to vote (whether on a show of hands or on a poll) or to a determination to allow or disregard to vote may only be made at the meeting and may be determined by the chair of the meeting whose decision is final.
- (e) If a person purports to cast a vote in contravention of the Corporations Act, the chair of the meeting may determine that the vote be disregarded and treated as not having been cast.

- (f) Nothing contained in this rule limits the powers conferred on a chair of a meeting by law.

## **6.7 Adjournments**

- (a) During the course of a general meeting, the chair of the meeting may, and if so directed by the meeting must, adjourn the meeting or any business, motion, question or resolution being considered or remaining to be considered by the meeting or any debate or discussion either to a later time at the same meeting or to a meeting held at another time and place determined by the chair.
- (b) If the chair of the meeting exercises a right of adjournment under paragraph (a), the chair has the sole discretion to decide whether to seek the approval of the Members Present to the adjournment and, unless the chair exercises that discretion, no vote may be taken by the Members Present in respect of the adjournment.
- (c) The only business that may be transacted at any adjourned meeting is the business left unfinished at the meeting from which the adjournment took place.
- (d) When 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. Otherwise it is not necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.

## **6.8 Voting at general meetings**

- (a) Any resolution submitted to a general meeting is to be decided by a show of hands of the Members Present and entitled to vote unless a poll is demanded.
- (b) In the case of an equality of votes, the chair of the meeting has both on a show of hands and on a poll, a casting vote in addition to the vote or votes to which the chair may be entitled as a Member or as a proxy, attorney or properly appointed representative of a Member.
- (c) Unless a poll is demanded, a declaration by the chair following a vote on a show of hands that a resolution has been passed or lost is conclusive.
- (d) A poll may be demanded by a Member in accordance with the Corporations Act (and not otherwise) or by the chair of the meeting. No poll may be demanded on the election of a chair of a meeting or, unless the chair otherwise determines, the adjournment of a meeting. A demand for a poll may be withdrawn.

## **6.9 Procedure for polls**

- (a) When demanded, a poll may be taken in the manner and at the time the chair of the meeting directs.
- (b) The result of a poll may be announced in the manner and at the time (whether during the relevant meeting or afterwards) as the chair of the meeting considers appropriate.
- (c) The result of the poll is the resolution of the meeting at which the poll was demanded.
- (d) The demand for a poll does not prevent a meeting from continuing for the transaction of any business other than that on which a poll has been demanded.

A poll demanded on any question of adjournment is to be taken at the meeting and without adjournment.

## **7 Votes of Members**

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### **7.1 Voting rights**

Subject to this constitution and any rights or restrictions for the time being attached to any class or classes of Members:

- (a) at meetings of Members each Member entitled to attend and vote may attend and vote in person or by proxy, by attorney or (where the Member is a body corporate) by representative; and
- (b) each Member has one vote both on a show of hands and a poll.

### **7.2 Right to appoint proxy**

- (a) A Member may appoint one proxy.
- (b) A proxy need not be a Member.

### **7.3 Form of proxy**

A form of appointment of a proxy is valid if it is in accordance with the Corporations Act or in any form (including electronic) which the Directors may prescribe or accept.

### **7.4 Lodgement of proxies**

An instrument appointing a proxy is not valid unless it and the power of attorney or other authority (if any) under which the instrument is signed is received at the registered office of the Company or, if notice of a meeting provides for electronic lodgement of proxies, at the electronic mail address specified in the notice, not less than 48 hours before the time for commencement of the meeting.

### **7.5 Validity of proxies**

- (a) A vote exercised in accordance with the terms of an instrument of proxy, a power of attorney or other relevant instrument of appointment is valid despite:
  - (i) the previous death or unsoundness of mind of the principal;
  - (ii) the revocation of the instrument (or of the authority under which the instrument was executed) or the power; or
  - (iii) the transfer of the share in respect of which the instrument or power is given, if no notice in writing of the death, unsoundness of mind, revocation or transfer (as the case may be) has been received by the Company at its registered office at least 48 hours (or any shorter period as the Directors may permit or specified by the Corporations Act) before the commencement of the meeting, or adjourned meeting at which the instrument is used or the power is exercised.
- (b) A proxy is not revoked by the principal attending and taking part in the meeting unless the principal actually votes at the meeting on a resolution for which the proxy is proposed to be used.

## 7.6 Where proxy is incomplete

- (a) No instrument appointing a proxy is treated as invalid merely because it does not contain:
  - (i) the address of the appointor or of a proxy;
  - (ii) the proxy's name or the name of the office held by the proxy; or
  - (iii) in relation to any or all resolutions, an indication of the manner in which the proxy is to vote.
- (b) Where the instrument does not specify the name of a proxy, the instrument is taken to be given in favour of the chair of the meeting.
- (c) A proxy may vote as the proxy thinks fit on any motion or resolution in respect of which no manner of voting is indicated

## 7.7 Postal Ballots

- (a) Subject to the provisions of the Corporations Act and this Constitution, whenever the Directors thinks fit, it may submit any question or resolution to the vote of all members entitled to a vote at a general meeting of the Company by means of a postal ballot ("**Postal Ballot**") in such form and returnable in such manner as the Directors decide. A resolution approved by a majority or specific majority of the members voting by such Postal Ballot shall have the same force and effect as such a resolution would have if carried by such a majority or specific majority at a duly constituted general meeting of the Company competent to pass such a resolution.
- (b) At least twenty-one (21) days prior to the closing date of a Postal Ballot, the Secretary shall send to all voting members ballot papers, giving particulars of the business in relation to which the Postal Ballot is conducted, an explanation of the method of voting, and a voting form (all in a form and with such content as the Directors may approve), and shall give all voting members notice of the closing date of the Postal Ballot.
- (c) The Secretary shall receive all voting forms received from voting members in respect of a Postal Ballot and shall promptly advise the Directors of the result of the Postal Ballot. Any voting form received after 5:00pm on the closing date of a Postal Ballot, shall be deemed to be invalid and shall not be counted.
- (d) In the event of an equal number of votes in respect of any business for which a Postal Ballot is conducted, the Chair shall have a second and casting vote.
- (e) In all other respects, subject to this Constitution, the Directors shall determine any other procedures or matters in relation to the conduct of any Postal Ballot and shall have power to make Regulations for that purpose.
- (f) In the event of any dispute by any member in relation to the validity or conduct of any Postal Ballot, such member shall within thirty (30) days of the closing date of such Postal Ballot, give notice in writing to the Directors stating the grounds of his or her complaint. The Directors may thereupon, either itself investigate the complaint, or may appoint a committee for the purpose. After hearing the complaint, the Directors shall determine the matter and its decision thereon shall be absolutely final.

## **8 Appointment, Removal and Remuneration of Directors**

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### **8.1 Appointment and Removal of Directors**

- (a) The number of Directors (not including alternate Directors) must be not less than three and not more than ten unless otherwise determined by Members at a general meeting.
- (b) The Directors may at any time appoint a person to be a Director to fill a casual vacancy or as an addition to the existing number of Directors, provided the total number of Directors does not exceed the maximum number under paragraph (a).
- (c) Any Director appointed under paragraph (b) may hold office only until the next annual general meeting of the company and is then eligible for election at that meeting.
- (d) A Director who retires at a general meeting and seeks re-election at the meeting retains office until the dissolution or adjournment of the meeting at which the Director retires.

### **8.2 Election of Directors**

- (a) Nominations for the election of Directors at an annual general meeting must be made in writing signed by two Members (other than the proposed Director) and endorsed with the Nominee's consent and be delivered to the Secretary not less than 40 days and not more than 60 days before the meeting.
- (b) If the number of nominees at the close of nominations does not exceed the number of available positions, each nominee will be duly elected as a Director from the date of the next annual general meeting.
- (c) If the number of nominees exceeds the number of available positions, an election will be held at the annual general meeting in accordance with Rule 5.8.

### **8.3 Maximum term**

- (a) The maximum term any Director may serve is three continuous years.
- (b) A Director may not hold office for a continuous period in excess of three years or past the third annual general meeting following the Director's last election or re-election to the Board, whichever is the longer, without submitting for re-election.
- (c) No Director may be appointed for more than three successive terms without the approval of the Board.

### **8.4 Remuneration**

- (a) Subject to paragraphs (b) and (c), no Director is entitled to be paid a fee for his or her service as a Director.
- (b) The Directors will be entitled to be paid or reimbursed for all out-of-pocket expenses incurred by them in the performance of their duties as Directors where the amount payable does not exceed an amount previously approved by the Directors.
- (c) A Director may be engaged by the Company in any other capacity (other than auditor) and may be appointed on such terms as to remuneration, tenure of office and otherwise as is agreed by the Directors.



## **8.5 Vacation of Office**

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

- (a) becomes of unsound mind or a person whose person or estate is liable to be dealt with in any way under the law relating to mental health;
- (b) is removed from office by a resolution of the Members at a general meeting of which notice of the resolution has been given;
- (c) resigns by notice in writing to the Company;
- (d) is absent without the consent of the Directors from meetings of the Directors held during a continuous period of 6 months; or
- (e) dies.

## **9 Powers of Director**

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The business of the Company will be managed by the Directors, who may exercise all powers of the Company which are not, by the Corporations Act or this constitution, required to be exercised by the Company in general meeting.

## **10 Proceedings of Directors**

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### **10.1 Directors meetings**

The Directors may meet together for conducting business and adjourn and otherwise regulate their meetings as they see fit.

### **10.2 Power to call for a Directors meeting**

A Director may at any time, and the Secretary must on the request of a Director, call a meeting of the Directors.

### **10.3 Quorum for Directors meetings**

The percentage of Directors necessary to form a quorum at a meeting of Directors is 50% of Directors.

### **10.4 Notice**

Reasonable notice must be given to every Director of the place, date and time of every meeting of the Directors.

### **10.5 Directors meetings by technology**

- (a) The Directors may meet by use of any technology consented to by all the Directors. A consent may be a standing one. A Director may withdraw their consent within a reasonable period prior to the meeting. A Director may withdraw the consent given under this Rule in accordance with the Corporations Act.
- (b) Where the Directors are not all in attendance at one place and are holding a meeting using technology and each Director can communicate with the other Directors:

- (i) the participating Directors are, for the purpose of every provision of this constitution concerning meetings of the Directors, taken to be assembled together at a meeting and to be present at that meeting; and
- (ii) all proceedings of those Directors conducted in that manner are as valid and effective as if conducted at a meeting at which all of them were physically present in one location.

#### **10.6 Chair and Deputy Chair of Directors**

- (a) The Directors may elect one of their number as their chair and may decide the period for which the Chair is to hold office as chair.
- (b) The Directors may elect one of their number as their deputy chair and may decide the period for which the Deputy Chair is to hold office as deputy chair.
- (c) Where a meeting of Directors is held and:
  - (i) a Chair has not been elected as provided by paragraph (a); or
  - (ii) the Chair is not present at the time appointed for the holding of the meeting or does not wish to chair the meeting,the Deputy Chair as provided by paragraph (b) will become Chair of the meeting.
- (d) Where a meeting of Directors is held and:
  - (i) a Chair and Deputy Chair have not been elected as provided by paragraph (a) and (b) respectively; or
  - (ii) the Chair and Deputy Chair are not present at the time appointed for the holding of the meeting or do not wish to chair the meeting,the Directors present may elect one of their number to be Chair of the meeting.

#### **10.7 Directors' voting rights and exercise of powers**

- (a) Subject to this constitution, questions arising at a meeting of Directors are decided by a majority of votes of Directors present and voting.
- (b) In the case of an equality of votes, the Chair of the meeting has a casting vote in addition to the Chair's deliberative vote.
- (c) Despite having an interest in any contract or arrangement a Director may participate in the execution of any document evidencing or connected with the contract or arrangement, whether by signing, sealing or otherwise.

#### **10.8 Conflict of interests**

- (a) A Director is not liable to account to the Company for any profit realised by any contract or arrangement, by reason only of holding the office of Director or of the fiduciary relationship established by the office.
- (b) A Director is not disqualified from contracting with the Company in any capacity by reason of holding the office of Director.

- (c) In relation to a contract or arrangement in which a Director is in any way interested:
  - (i) the fact that the Director signed the document on behalf of the Company evidencing the contract or arrangement will not in any way affect its validity;
  - (ii) the contract or arrangement may not be avoided merely because the Director is a party to the contract or arrangement or otherwise interested in it; and
  - (iii) the Director will not be liable to account to the Company for any profit derived in respect of the contract or arrangement merely because of the Director's office or the fiduciary relationship it entails.

### **10.9 Material personal interest**

- (a) Subject to paragraph (b), a Director who has a material personal interest in a matter that relates to the affairs of the Company must give the Board notice of his or her interest in accordance with the Corporations Act.
- (b) A Director with a material personal interest in a matter that relates to the affairs of the Company is not required to give notice in the following circumstances:
  - (i) if all of the following conditions are met:
    - (A) the Director has already given notice of the nature and extent of the interest and its relation to the affairs of the Company;
    - (B) if a person who was not a Director at the time the notice was given is appointed as a Director, the notice is given to that person; and
    - (C) the nature or extent of the interest has not materially increased above that disclosed in the notice;
  - (ii) if the Director has given a standing notice of the nature and extent of the interest in accordance with the Corporations Act and that standing notice is still effective in relation to the interest; or
  - (iii) as otherwise permitted under the Corporations Act.
- (c) A Director who has a material personal interest in a matter that is being considered at a Board meeting must not be present while the matter is being considered at the meeting or vote on the matter, except as permitted in accordance with the Corporations Act.
- (d) Nothing in this Rule affects the duty of a Director:
  - (i) who holds any office or possesses any property whereby, directly or indirectly, duties or interests might be created in conflict with the Director's duties or interests as a Director, to declare at a meeting of Directors, the fact and the nature, character and extent of the conflict; or
  - (ii) to comply with the Corporations Act or any other law.

#### **10.10 Committees**

- (a) The Directors may delegate any of their powers to committees consisting of any one or more Directors or any other person or persons as the Directors think fit and may revoke that delegation.
- (b) A committee to which any powers have been delegated under paragraph (a), must exercise those powers in accordance with any directions of the Directors. These powers are then taken to have been exercised by the Directors.
- (c) Subject to paragraph (b), the meetings and proceedings of any committee are to be governed by the provisions of this constitution for regulating the meetings and proceedings of the Directors so far as they are applicable.

#### **10.11 Affiliated Groups**

- (a) The Directors may recognise any organisation or institution with the same common interests and objectives as the Company as an affiliated group;
- (b) An Affiliated Group shall not be or have any rights of a member of the Company, save as the Directors may, from time to time, determine.
- (c) The Directors may, in its discretion, invite a representative of an affiliated group as an observer to all or part of a Directors meeting.

#### **10.12 Written resolutions**

- (a) A resolution in writing signed by all Directors or a resolution in writing of which notice has been given to all Directors and which is signed by a majority of the Directors entitled to vote on the resolution (not being less than the number required for a quorum at a meeting of the Directors) is a valid resolution of the Directors and is effective when signed by the last of all the Directors or the last of the Directors constituting the majority, as required.
- (b) For the purpose of this Rule, the references to Directors include any alternate Director for the time being present in Australia who is appointed by a Director for the time being not present in Australia but do not include any other alternate Director.
- (c) The resolution may consist of several documents in the same form each signed by one or more of the Directors. A facsimile transmission or other document produced by mechanical or electronic means under the name of a Director with the Director's authority is considered a document in writing signed by the Director and is deemed to be signed when received in legible form.

#### **10.13 Defects in appointments**

- (a) All acts done by any meeting of the Directors or person acting as a Director are as valid as if each person was duly appointed and qualified to be a Director or a member of a committee.
- (b) Paragraph (a) applies even if it is afterwards discovered that there was some defect in the appointment of a person to be a Director or to act as a Director or that a person so appointed was disqualified.

#### **10.14 If less than minimum number of Directors**

If the number of Directors is reduced below the minimum number fixed under this constitution, the continuing Directors may act for the purpose of increasing the number of Directors to that number or of calling a general meeting of the Company but for no other purpose.

#### **10.15 Power to make regulations**

- (a) Subject to the provisions of this clause, the Directors shall have power from time to time to make, amend and repeal all such Regulations as it deems necessary or desirable for the proper conduct and management of the Company, the regulation of its affairs, and the furtherance of its objectives.
- (b) Without in any way limiting the power of the Directors under this clause, the Directors may make, amend and repeal Regulations which:-
  - (i) define the rights and benefits, duties, obligations and status of members within the various classes of membership of the Company, and of the various categories of membership (if any) within those classes of membership which may exist from time to time;
  - (ii) regulate all matters relating to applications for, and admission to, membership of the Company not otherwise provided for in this Constitution;
  - (iii) define and regulate the procedure and order of business of general meetings of the Company and meetings of the Directors, to the extent to which this is not provided for in this Constitution;
  - (iv) define and regulate the functions, duties and responsibilities of any officer of the Company to the extent to which they are not provided for in this Constitution.
  - (v) establish practice groups, specialist groups and other committees with powers and terms of reference as are set out in such Regulations.
- (c) No Regulation shall be inconsistent with, nor shall it affect a repeal or modification of anything contained in this Constitution.
- (d) Any Regulation made by the Directors may be set aside by a special resolution of a general meeting of the Company.
- (e) Save as provided in this Constitution, all Regulations so long as they remain in force shall be binding upon all members of the Company. A book or computer record containing the Regulations shall be kept in such place as the Directors shall appoint for that purpose.

### **11 Officers of the Company**

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#### **11.1 Appointment of a Chief Executive Officer**

The Directors may appoint a Chief Executive Officer of the Company who may or may not be a member of the board for such period and on such terms as they think fit. Subject to the terms of any agreement entered into in a particular case, the Directors may at any time terminate any such appointment.

## **11.2 Powers of a Chief Executive Officer**

The Directors may delegate to the Chief Executive Officer any of the powers exercisable by them under this constitution and may at any time withdraw, suspend or vary any of those powers. Giving powers to the Chief Executive Officer does not prevent the exercise of those powers by the Directors.

## **11.3 Appointment of Secretary**

The Chief Executive Officer shall be the Secretary of the Company for the purposes of the Corporations Act.

## **11.4 Appointment of other officers**

The Directors may from time to time:

- (a) create any other position or positions in the Company with the powers and responsibilities as the Directors may from time to time decide; and
- (b) appoint any person, whether or not a Director, to any position or positions created under paragraph (a).

## **11.5 Termination of appointment of other officers**

The Directors may at any time terminate the appointment of a person holding a position created under Rule 10.6(a) and may abolish the position.

## **12 Notices**

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### **12.1 Notices generally**

Any Member who has not left at or sent to the registered office, a place of address or an electronic mail address (for registration in the register) at or to which all notices and documents of the Company may be served or sent is not entitled to receive any notice.

### **12.2 How notice may be given**

The Company may give notice to a Member, in its discretion, by:

- (a) serving it on the Member personally;
- (b) sending it by post to or leaving it at the Member's address as shown in the register of Members or an alternative address supplied by the Member;
- (c) sending it to the fax number or electronic mail address supplied by the Member.

### **12.3 Personal service or delivery**

A notice served on a Member personally or left at the Member's address is considered to have been served when delivered.

### **12.4 Notice by post**

A notice sent by post:

- (a) if sent to an address in Australia, may be sent by ordinary post; and
- (b) if sent to an address outside Australia, must be sent by airmail,

and in either case is considered to have been served at the expiration of 24 hours after the notice is posted, provided that it is properly addressed.

### **12.5 Notice by fax or electronic mail**

Any notice sent by fax or electronic mail is considered to have been served on the day it is sent, provided that it is properly addressed.

## **13 Winding Up**

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### **13.1 Winding Up**

If upon winding up or dissolution of the Company there remains, after satisfaction of all its debts and liabilities, any property whatsoever, the property must not be paid to or distributed among the Members but must be given or transferred to one or more organisations selected by the Members at or before the time of dissolution:

- (a) having purposes similar to the purposes of the Company set out in Rule 2.1;
- (b) which is covered by an item in any of the tables in subdivision 30-B of the *Income Tax Assessment Act 1997* (Cth); and
- (c) which by its constitution is required to apply its profits (if any) or other income in promoting its purposes and is prohibited from distributing its income and property to its Members.

### **13.2 Amalgamation**

Where it furthers the purposes of the Company to amalgamate with any one or more other organisations having similar purposes to the purposes of the Company, the other organisation or organisations must have rules prohibiting the distribution of its income and property to Members.

## **14 Indemnity**

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### **14.1 Indemnity of Officers, Insurance and Access**

- (a) The Company is to indemnify each officer of the Company out of the assets of the Company to the relevant extent against any liability incurred by the officer in or arising out of the conduct of the business of the Company or in or arising out of the discharge of the duties of the officer.
- (b) Where the Directors consider it appropriate, the Company may execute a documentary indemnity in any form in favour of any officer of the Company or a subsidiary.
- (c) Where the Directors consider it appropriate, the Company may:
  - (i) make payments by way of premium in respect of any contract effecting insurance on behalf or in respect of an officer of the Company against any liability incurred by the officer in or arising out of the conduct of the business of the Company or in or arising out of the discharge of the duties of the officer; and
  - (ii) bind itself in any contract or deed with any officer of the Company to make the payments.

- (iii) give a former Director access to certain papers, including documents provided or available to the Directors and other papers referred to in those documents; and
- (iv) bind itself in any contract with a Director or former Director to give the access.

#### **14.2 Former Officers**

The indemnity in favour of Directors and officers under clause 14.1 is a continuing indemnity. It applies in respect of all acts done by a person while a Director or an officer of the Company even though the person is not a Director or an officer at the time the claim is made.