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Australian Hairdressing Council
Limited
ACN 142 641 432

Constitution

Adopted: 29 October 2017
Amended: 23 November 2020



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1. PRELIMINARY

1.1. Interpretation

- a. In this Constitution:
- i. **Act** means the *Corporations Act 2001* (Cth) and regulations and any statutory modification of the Act or any statutory provisions substituted for the Act;
 - ii. **AGM** means the annual general meeting of Members;
 - iii. **Business Day** means any day except a Saturday, Sunday or public holiday in New South Wales;
 - iv. **Chairman** means the person elected as chairman in accordance with clause 5.5;
 - v. **Chief Executive Officer** means an employee of the Company (or a related body corporate) appointed under clause 7.1;
 - vi. **Company** means the Australian Hairdressing Council Limited ABN 142 641 432;
 - vii. **Constitution** means the constitution of the Company;
 - viii. **Director** means a person holding office as a director of the Company;
 - ix. **Directors** means the Directors acting as a board;
 - x. **Government** means the Federal Government of Australia and State and Territory governments of Australia;
 - xi. **Industry** means the hair, beauty and wellness industry in Australia;
 - xii. **Legal Costs** of a person means legal costs incurred by that person in defending an action for a Liability of that person.
 - xiii. **Liability** of a person means a liability incurred by that person as an officer of the Company or a related body corporate of the Company.
 - xiv. **Member** means a person whose name is entered in the Register as a member of the Company;
 - xv. **Register** means the register of Members of the Company;
- b. In this Constitution, headings are for convenience only and do not affect interpretation, and unless a contrary intention appears:
- i. words importing the singular include the plural and vice versa;
 - ii. words indicating a gender include all other genders;
 - iii. the word "person" includes an individual, the estate of an individual, a corporation, an authority, an association or a joint venture (whether incorporated or unincorporated), a partnership and a trust;
 - iv. the word "includes" in any form is not a word of limitation;
 - v. where a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning;
 - vi. a reference to any statute or statutory provision includes any statutory modification or re-enactment of it or any statutory provision substituted for it, and all ordinances, by-laws, regulations, rules and statutory instruments (however described) issued under it;
 - vii. an expression that deals with a matter dealt with by a provision of the Act has the same meaning as in that provision; and



- viii. an expression that is defined in section 9 of the Act has the same meaning as in that section.
- c. Words or expressions contained in this Constitution will be interpreted in accordance with the provisions of the Act and any other relevant laws of New South Wales as in force at the date when such interpretation is required.
- d. If at any time any provision of this Constitution is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, that does not affect or impair the legality, validity or enforceability:
 - i. in that jurisdiction of any other provision of this Constitution; or
 - ii. under the law of any other jurisdiction of that or any other provision of this Constitution.

1.2. Name of Company

The name of the Company is the Australian Hairdressing Council Limited.

1.3. Nature of the Company

The Company is a public company limited by guarantee and does not have share capital.

1.4. Replaceable rules

The replaceable rules in the Act do not apply to the Company.

1.5. Objects of the Company

- a. The objects for which the Company is established are to:
 - i. create a national voice that will allow for effective communication with Government and the general public;
 - ii. market the Industry as a profession that leads to desirable career pathways;
 - iii. work with relevant bodies to ensure that the national training framework reflects the needs of the Industry;
 - iv. promote business skills training and access of the relevant training material for the Industry;
 - v. work with relevant bodies to address skills shortages;
 - vi. facilitate, participate or arrange fundraising and other events from time to time for the benefit of the Industry;
 - vii. liaise and consult with Government with regard to the above objectives and funding and engagement; and
 - viii. provide Members with industrial relations and related advice.
- b. The Company:
 - i. will only apply the income and property of the Company in promoting the objects of the Company; and
 - ii. must not subscribe to, support with its funds, or amalgamate with, any association or organisation which does not, to the same extent as this Constitution, restrict the application of its income and property and prohibit the making of distributions to its members.

1.6. No distribution to Members

- a. Subject to clause 1.6.b, the Company must not make any distributions to any Members, whether by way of dividend, surplus on winding up or otherwise.
- b. Clause 1.6.a does not prevent the Company, with the approval of the Directors and acting in good faith, paying:
 - i. reasonable remuneration to a Member who is an employee of the Company;
 - ii. reasonable remuneration in consideration for services rendered or goods supplied by a Member to the Company in the ordinary course of business;



- iii. interest, at a reasonable rate, on money borrowed by the Company from a Member;
- iv. reasonable rent for premises leased to the Company by a Member;
- v. out-of-pocket expenses incurred by a Company for, or on behalf of, the Company; or
- vi. any other reasonable amount of a similar character to those described in this clause 1.6.

1.7. Powers of the Company

Where the Act authorises or permits a company to do any matter or thing if so authorised by its Constitution, the Company is and shall be taken by this clause 1.7 to be authorised or permitted to do the matter or thing, despite any other provision of the Constitution.

2. MEMBERS

2.1. Classes of membership

The Directors may, from time to time, determine:

- a. the various classes of membership of the Company;
- b. any restriction in the number of Members or the number of Members within each class;
- c. the qualifications for admission to each class; and
- d. the rights attached to being a Member in each class.

2.2. Applications

- a. Any person committed to the objects of the Company and who meets the eligibility requirements for any of the categories of membership determined by the Directors pursuant to clause 2.1 is eligible to be a Member.
- b. Each person wishing to become a Member must:
 - i. complete and deliver to the Company an application in the form (including electronic form); and
 - ii. pay any initial fee, including contributing an amount not exceeding AUD10.00 to defray such liabilities and expenses of the Company upon its winding up or dissolution,
which the Directors from time to time determine.
- c. The Directors:
 - i. determine whether an applicant may become a member; and
 - ii. may decline any application for membership and are not required to give any reason for rejecting any application for membership.
- d. If an application to become a Member is accepted, the Company must:
 - i. give written notice of the acceptance to the applicant including details of the class of membership and the rights that are then attached to that class;
 - ii. request payment of any amount owing for the initial fee and annual fees (being a pro rata sum, if so determined by the Directors);
 - iii. upon payment of that amount, enter the applicant's name in the Register.
- e. If an application to become a Member is rejected, the Company must:
 - i. give written notice of the rejection to the applicant; and
 - ii. refund in full any fees paid by the applicant.

2.3. No transfers

The rights of being a Member are not transferable whether by operation of law or otherwise.

2.4. Resignation

- a. A Member may resign from membership of the Company at any time by giving notice in writing to the Company.
- b. Unless the notice provides otherwise, a resignation by a Member takes effect immediately on the giving of that notice to the Company.

2.5. Ceasing to be a member

- a. A person will cease to be a Member if Member:
 - i. resigns in accordance with clause 2.4;
 - ii. is expelled under clause 2.6; or
 - iii. that is an individual dies or is declared bankrupt;
 - iv. that is a body corporate has a liquidator, provisional liquidator or administrator appointed or otherwise takes steps to obtain protection, or is granted protection, from its creditors under any applicable legislation;
 - v. that is an individual becomes of unsound mind or a person whose property is liable to be dealt with under a law relating to mental health; or
 - vi. that is an individual has his/her name is entered on the register of persons who have been disqualified from managing corporations kept by the Australian Securities and Investments Commission under section 1274AA of the Act.
- b. A Member whose membership of the Company is terminated will be liable for all moneys due by that Member to the Company in addition to any sum guaranteed or for which the Member is liable under this Constitution.
- c. A Member whose membership is terminated must not make any claim, monetary or otherwise, on the Company, its funds or property, except as a creditor of the Company.
- d. The estate of a deceased Member is not released from any liability in respect of that person being a Member.
- e. Any person who for any reason ceases to be a Member must no longer represent itself in any manner as being a Member.

2.6. Expulsion or suspension

- a. Subject to clause 2.6.c, the Directors may resolve to suspend or expel a Member for such period and from enjoying such rights and privileges of membership as the Directors may determine if:
 - i. that Member has been convicted in criminal proceedings brought in connection with a contravention of the Act or otherwise relating to actions or omissions of that person in managing corporations;
 - ii. that Member becomes disqualified from managing corporations; or
 - iii. the conduct of that Member, in the opinion of the Directors, is unbecoming of a Member or prejudicial to the objects, interests or reputation of the Company.
- b. The Directors may resolve to expel a Member if the Member does not pay a fee within 15 Business Days after payment of the fee is due.
- c. Before passing any resolution under clause 2.6.a, the Directors:
 - i. must give the Member 10 Business Days' notice in writing stating the reason(s) that the Member is liable to be expelled and informing the Member of his/her right under clause 2.6.c.ii;
 - ii. must allow the Member to submit an explanation or defence verbally or in writing; and
 - iii. may (but are not bound to) adopt any procedures to aid the resolution of complaints against the Member.



- d. Where a resolution is passed under clause 2.6.a or 2.6.b, the Company must give the Member notice in writing of the expulsion or suspension within 10 Business Days of the resolution.
- e. A resolution under clause 2.6.a or clause 2.6.b takes effect on the date of the resolution.

2.7. Variation of membership classes and rights

Subject to the Act and the terms of a particular class of membership, the Company may:

- a. vary or cancel rights attached to being a Member of that class;
 - b. convert a Member from one class to another,
- by special resolution of the Company.

2.8. Membership certificates

- a. The Company may issue to each Member a certificate evidencing that person as a Member.
- b. The Company may issue a replacement certificate if the Company is satisfied that the existing certificate is lost or destroyed and the Member pays any fee determined by the Directors.

2.9. Fees

- a. The Company may require Members to pay fees or levies in the amounts and at the times as the Directors resolve.
- b. The Company may make fees payable for one or more Members, or classes of Members, for different amounts and at different times.
- c. Pursuant to clause 2.9.a, the Directors may, from time to time, give notice to Members:
 - i. revoking or postponing fees;
 - ii. extending the time for payment of fees;
 - iii. allowing for payment of fees by instalments; or
 - iv. stipulating the amount, the time, the method and the place of payment of fees.

2.10. Interest

- a. A Member must pay to the Company:
 - i. interest, at the rate determined by the Directors, on any fees which are not paid on, or before, the time appointed for payment, from the time appointed for payment to the time of the actual payment; and
 - ii. expenses incurred by the Company because of the failure to pay, or late payment of, that amount.
- b. The Directors may waive payment of all or any part of an amount payable under clause 2.10.a.

3. MEETINGS OF MEMBERS

3.1. Annual General Meeting

- a. The Company must hold an AGM as required by, and in accordance with, the Act.
- b. The business of an AGM may include any of the following, even if not referred to in the notice of meeting:

- i. consideration of the annual financial report, Directors' report and auditor's report for the Company;
- ii. appointment of the auditor; and
- iii. the fixing of the auditor's remuneration.

3.2. Calling meetings of Members

- a. Subject to the Act, the Directors may call a meeting of Members at a time and place as the Directors resolve.
- b. The Directors must call and arrange to hold a general meeting on the request of Members made in accordance with the Act.
- c. Members may call and arrange to hold a general meeting as provided by the Act.

3.3. Location of meetings of Members

- a. A meeting of Members may be held in two or more locations linked together by any technology that:
 - i. gives the Members as a whole in those locations a reasonable opportunity to participate in proceedings;
 - ii. enables the chairman to be aware of proceedings in each location; and
 - iii. enables the Members in each location to vote on a show of hands and on a poll.
- b. If a meeting of Members is held in two or more locations under clause 3.3.a:
 - i. a Member present at one of the locations is taken to be present at the meeting; and
 - ii. the meeting is taken to have been held at the location where the chairman is in attendance.

3.4. How to call meetings of Members

- a. The Company must give not less than the period of notice prescribed in the Act of a meeting of Members.
- b. Notice of a meeting of Members must be given to each Member, each Director and any auditor of the Company.
- c. Subject to clause 3.9.h, a notice of a meeting of Members must:
 - i. set out the place, date and time for the meeting (and, if the meeting is to be held in two or more places, the technology that will be used to facilitate this);
 - ii. state the general nature of the business of the meeting; and
 - iii. set out or include any other information or documents specified by the Act.
- d. Subject to the Act, anything done (including the passing of a resolution) at a meeting of Members is not invalid if either or both of the following occur:
 - i. a person does not receive notice of the meeting; or
 - ii. the Company accidentally does not give notice of the meeting to a person.
- e. With the consent of the Members entitled to attend and as required by the Act, a meeting may be convened by a shorter notice and in any manner.

3.5. Right to attend meetings

- a. Each Member is entitled to attend any meetings of Members.
- b. Subject to this Constitution, each Director is entitled to attend and speak at all meetings of Members.
- c. The auditor is entitled to attend any meetings of Members.

3.6. Quorum

- a. A quorum for a meeting of Members is 10 Members entitled to vote at that meeting.
- b. In determining whether a quorum for a meeting of Members is present:
 - i. where a person is present as a Member and as a proxy, attorney or representative of another Member, that person is counted separately for each appointment provided that there is at least one other Member present; and
 - ii. where a person is present as a Member and as a proxy, attorney or representative for more than one Member, that person is counted separately for each appointment provided that there is at least one other Member present.
- c. A quorum for a meeting of Members must be present at the commencement of the meeting. If a quorum is present at the commencement of a meeting of Members, it is taken to be present throughout the meeting unless the chairman otherwise determines.
- d. If a quorum is not present within 30 minutes after the time appointed for a meeting of Members:
 - i. if the meeting was called under clause 3.2.b or clause 3.2.c, the meeting is dissolved; and
 - ii. any other meeting is adjourned to the date, time and place as the Directors may by notice to the Members appoint, or failing any appointment, to the same day in the next week at the same time and place as the adjourned meeting.
- e. If a quorum is not present within 30 minutes after the time appointed for an adjourned meeting of Members:
 - i. if there are at least five Members present, they share constitute a quorum; and
 - ii. otherwise, the meeting is dissolved.

3.7. Chairman of meetings of members

- a. The Chairman must (if present within 15 minutes after the time appointed for the holding of the meeting and willing to act) act as chairman of each meeting of Members.
- b. If at a meeting of Members:
 - i. there is no Chairman;
 - ii. the Chairman is not present within 15 minutes after the time appointed for the holding of a meeting of Members; or
 - iii. the Chairman is present within that time but is not willing to chair all or part of that meeting,the Directors present may, by majority vote, elect another Director or another person present to chair all or part of the meeting of Members.

3.8. General conduct of meetings

- a. Subject to the Act, the chairman of a meeting of Members is responsible for the general conduct of that meeting and for the procedures to be adopted at that meeting.
- b. The chairman of a meeting of Members may delegate any power conferred by this clause 3.8 to any person.
- c. The powers conferred on the chairman of a meeting of Members under this clause 3.8 do not limit the powers conferred by law.

3.9. Adjourned, postponed and cancelled meetings of Members

- a. Subject to the Act, the chairman of a meeting of Members:
 - i. may; and
 - ii. must, if the Members present with a majority of votes that may be cast at that meeting agree or direct the chair to do so,

adjourn a meeting of Members to any day, time and place.

- b. No person other than the chairman of a meeting of Members may adjourn that meeting.
- c. The Company is only required to give notice of an adjourned meeting if the period of adjournment exceeds 21 days.
- d. Only business left unfinished is to be transacted at a meeting of Members resumed after an adjournment.
- e. Subject to the Act and this clause 3.9, the Directors may at any time postpone or cancel a meeting of Members by giving notice, not less than five Business Days before the time at which the meeting was to be held, to each person to whom the notice of the meeting was required to be given.
- f. A general meeting called under clause 3.2.b must not be cancelled by the Directors without the consent of the Members who requested the meeting.
- g. A general meeting called under or clause 3.2.c must not be cancelled or postponed by the Directors without the consent of the Members who called the meeting.
- h. A notice adjourning or postponing a meeting of Members must set out the place, date and time for the revised meeting (and if the revised meeting is to be held in two or more places, the technology that will be used to facilitate this).

3.10. Resolutions of Members

- a. Subject to the Act, a resolution is passed if more votes are cast in favour of the resolution by Members entitled to vote on the resolution than against the resolution.
- b. Unless a poll is requested in accordance with clause 3.11, a resolution put to the vote at a meeting of Members must be decided on a show of hands.
- c. On a show of hands, a declaration by the chairman of a meeting of Members that a resolution has been passed, passed by a particular majority or not passed, and the minutes of the meeting record the declaration, the declaration is conclusive evidence of the result. Neither the chairman nor the minutes need to state the number or proportion of the votes recorded in favour or against.

3.11. Polls

- a. A poll may be demanded on any resolution at a meeting of Members except:
 - i. the election of chairman for that meeting; or
 - ii. the adjournment of that meeting.
- b. A poll on a resolution at a meeting of Members may be demanded by:
 - i. at least five Members present and entitled to vote on that resolution;
 - ii. Members with at least 5% of the votes that may be cast on the resolution on a poll; or
 - iii. the chairman of that meeting.
- c. A poll on a resolution at a meeting of Members may only be demanded:
 - i. before a vote on that resolution is taken; or
 - ii. before or immediately after the results of the vote on that resolution on a show of hands are declared.
- d. A demand for a poll may be withdrawn.
- e. A poll demanded on a resolution at a meeting of Members must be taken in the manner and at the time and location the chairman directs.



- f. The result of a poll demanded on a resolution of a meeting of Members is a resolution of that meeting.
- g. A demand for a poll on a resolution of a meeting of Members does not prevent the continuance of that meeting or that meeting dealing with any other business.

3.12. Number of votes

- a. Subject to this Constitution and any rights or restrictions attached to a class of Membership, on a show of hands or on a poll at a meeting of Members, every Member present has one vote.
- b. In the case of an equality of votes on a resolution at a meeting of Members, the chairman of that meeting has a casting vote on that resolution both on a show of hands and on a poll, in addition to any vote the chair has in respect of that resolution.
- c. A Member present at a meeting of Members is not entitled to vote on any resolution if any amount due and payable in respect of that person's Membership has not been paid.
- d. A Member present at a meeting of Members is not entitled to vote on a resolution at that meeting where that vote is prohibited by the Act or an order of a court of competent jurisdiction.
- e. The Company must disregard any vote on a resolution purported to be cast by a Member present at a meeting of Members where that person is not entitled to vote on that resolution.
- f. The authority of a proxy or attorney for a Member to speak or vote at a meeting of Members is suspended while the Member is present in person at that meeting.

3.13. Objections to qualification to vote

- a. An objection to the qualification of any person to vote at a meeting of Members may only be made:
 - i. before that meeting, to the Directors; or
 - ii. at that meeting (or any resumed meeting if that meeting is adjourned), to the chairman of that meeting.
- b. Any objection under clause 3.13.a must be decided by the Directors or the chairman of the meeting of Members (as the case may be), whose decision, made in good faith, is final and conclusive.

3.14. Proxies, attorneys and representatives

- a. A Member who is entitled to attend and cast a vote at a meeting of Members may vote on a show of hands and on a poll:
 - i. in person;
 - ii. by not more than one proxy;
 - iii. by not more than one attorney; or
 - iv. by not more than one representative.
- b. A proxy or attorney of a Member need not be a Member.
- c. An instrument appointing a proxy is valid if it is signed by the Member making the appointment and contains:
 - i. the name and address of that Member;
 - ii. the Company's name;
 - iii. the name of the proxy or the name of the office held by the proxy; and
 - iv. the meetings of Members at which the proxy may be used.

- d. The chairman of a meeting of Members may determine that an instrument appointing a proxy is valid even if it contains only some of the information specified in clause 3.14.c.
- e. An instrument appointing an attorney must be in a form as the Directors may prescribe or accept, from time to time.
- f. Subject to the Act, the decision of the chairman of a meeting of Members as to the validity of an instrument appointing a proxy or attorney is final and conclusive.
- g. Subject to any rights or restrictions attached to a class of Membership, unless otherwise provided in the Act or in the appointment, a proxy, attorney or representative may:
 - i. agree to a meeting of Members being called by shorter notice than is required by the Act or this Constitution;
 - ii. agree to a resolution being either or both proposed and passed at a meeting of Members of which notice of less than 21 days is given;
 - iii. speak on any resolution at a meeting of Members on which the proxy, attorney or representative may vote;
 - iv. vote at a meeting of Members (but only to the extent allowed by the appointment);
 - v. demand or join in demanding a poll on any resolution at a meeting of Members on which the proxy, attorney or representative may vote; and
 - vi. attend and vote at any meeting of Members which is rescheduled or adjourned.
- h. Subject to any rights or restrictions attached to a class of Membership, unless otherwise provided in the Act or in the appointment, a proxy, attorney or representative may vote on:
 - i. any amendment to a resolution on which the proxy, attorney or representative may vote;
 - ii. any motion not to put that resolution or any similar motion; and
 - iii. any procedural motion relating to that resolution, including a motion to elect the chairman of a meeting of Members, vacate the chair or adjourn that meeting, even if the appointment directs the proxy, attorney or representative how to vote on that resolution.
- i. If the name of the proxy or the name of the office of the proxy in a proxy form of a Member is not filled in, the proxy of that Member is:
 - i. the person specified by the Company in the form of proxy in the case the Member does not choose; or
 - ii. if no person is so specified, the chairman of that meeting.
- j. A Member may specify the manner in which a proxy, attorney or representative is to vote on a particular resolution at a meeting of Members but, unless specified, the proxy, attorney or representative may vote as he/she thinks fit.
- k. An appointment of proxy, attorney or representative for a meeting of Members is effective only if the Company receives the appointment (and any authority under which the appointment was signed or a certified copy of the authority) not less than 48 hours before the time scheduled for commencement of that meeting (or any adjournment of that meeting).
- l. Unless the Company has received written notice before the start or resumption of the meeting of Members at which a proxy votes, a vote cast at that meeting by the proxy, attorney or representative is, subject to this Constitution, valid even if, before the person votes, the appointing Member:
 - i. dies;
 - ii. is mentally incapacitated;
 - iii. revokes the appointment of that person; or
 - iv. revokes the authority under which the person was appointed by a third party.



4. DIRECTORS

4.1. Composition of the Company's board

- a. The board of the Company must comprise at least three and not more than nine directors.
- b. If the number of directors is below the minimum fixed by this Constitution, the Directors must not act except for appointing one or more additional Directors or to call, and arrange to hold, a meeting of Members.
- c. Directors are not required to be Members.

4.2. Casual vacancy and addition to board

- a. The Directors may at any time appoint any person to be a Director, either to fill a casual vacancy or as an addition to the existing Directors, provided the total number of Directors does not exceed the number permitted under clause 4.1.a.
- b. A Director appointed to fill a casual vacancy under clause 4.2.a holds office only until the conclusion of the next AGM of the Company and is eligible for election at that AGM.

4.3. Term and retirement

- a. Each Director holds office as a Director until the end of his/her term or until he/she ceases to be a Director in accordance with clause 4.4 of this Constitution.
- b. Excluding the Chief Executive Officer, Directors must not hold office without re-election beyond the third AGM following the AGM at which that Director was last elected or re-elected.
- c. A Director must retire from office at the third AGM following the AGM at which he/she was last elected or re-elected and will, subject to clause 4.3.d, be eligible for reappointment for a further term.
- d. Excluding the Chief Executive Officer, no Director may serve more than three terms.

4.4. Vacation of office

A Director ceases to be a Director if he/she:

- a. resigns;
- b. dies;
- c. is removed from office;
- d. becomes of unsound mind or a person whose property is liable to be dealt with under a law relating to mental health;
- e. is convicted on indictment of an offence and the Directors do not within one month after that conviction resolve to confirm the Director's appointment to the office of Director;
- f. becomes an insolvent under administration within the meaning of the Act;
- g. is disqualified from office; or
- h. is absent without the consent of the Chairman from three consecutive meetings of the Directors.



4.5. Removal of Directors

- a. Subject to the Act, the Members may, by ordinary resolution, remove any Director from that office before the expiration of his/her term of office by a meeting of Members convened for that purpose.
- b. A meeting of Members contemplated by clause 4.5.a shall be convened:
 - i. by the Board upon its own resolution or if requested in writing by Members in accordance with the Act; or
 - ii. by the Members in accordance with the Act.
- c. The Company must give 21 days' notice in writing to Members for a meeting of Members convened under this clause 4.5.
- d. A resolution to remove a Director shall require a majority of 50% of those attending and voting at such a meeting of Members.

4.6. Payment

The Company may pay fees to Directors for performing their duties and responsibilities as a Director if the Directors have passed a resolution, in good faith, for the payment of directors' fees.

5. MEETINGS OF DIRECTORS

5.1. Meetings of Directors

- a. The Directors may meet, adjourn and otherwise regulate their meetings as they think fit.
- b. A meeting of the Directors may be held using any technology consented to by all Directors and all Directors participating in the meeting will (unless there is a specific statement otherwise) be taken to have consented to the holding of the meeting by the relevant electronic means.
- c. A Director may withdraw his or her consent under clause 5.1.b within a reasonable period before the meeting.
- d. If a meeting of the Directors is held in two or more locations linked together by any technology:
 - i. a Director present at one of the locations is taken to be present at the meeting unless and until that Director states to the chairman of the meeting that he or she is discontinuing participation in the meeting; and
 - ii. the chairman of that meeting may determine at which location the meeting will be taken to have been held.

5.2. Who can call meetings of the Directors

- a. A Director may call a meeting of the Directors at any time.
- b. On request of any Director, a Secretary must call a meeting of the Directors.

5.3. How to call meetings of the Directors

- a. Notice of a meeting of the Directors must be given to each Director.
- b. A notice of meeting of the Directors must:
 - i. set out the place, date and time for the meeting (and, if the meeting is to be held in two or more locations, the technology that will be used to facilitate this); and
 - ii. state the general nature of the business of the meeting.
- c. A Director may waive notice of a meeting of the Directors by notice in writing to the Company.

5.4. Quorum

- a. Subject to the Act, a quorum for a meeting of the Directors is five Directors.
- b. A quorum for a meeting of the Directors must be present at all times during the meeting.
- c. If there are not enough persons to form a quorum for a meeting of the Directors, one or more of the Directors (including those who have an interest in a matter being considered at that meeting) may call a general meeting and the general meeting may pass a resolution to deal with the matter.

5.5. Chairman

- a. Subject to this clause 5.5, the Directors may:
 - i. elect a Director as chairman of Directors until the relevant person ceases to be a Director; and
 - ii. elect a Director as deputy chairman, for any period they resolve, or if no period is specified, until the relevant person ceases to be Director.
- b. The Directors may remove the Chairman and/or the deputy chairman at any time.
- c. The Chairman must (if present within 15 minutes after the time appointed for the holding of the meeting and willing to act) chair each meeting of the Directors.
- d. If:
 - i. there is no Chairman; or
 - ii. that Chairman is not present within 15 minutes after the time appointed for the holding of a meeting of the Directors; or
 - iii. the Chairman is present within that time but is not willing to chair all or part of that meeting,the Directors present must elect one of themselves to chair all or part of the meeting.

5.6. Resolutions of the Directors

- a. A resolution of the Directors is passed if more votes are cast in favour of the resolution than against it.
- b. Subject to the Act and this clause 5.6, each Director has one vote on a matter arising at a meeting of the Directors.
- c. Subject to the Act, in case of an equality of votes on a resolution at a meeting of the Directors, the Chairman does not have a casting vote on that resolution in addition to any vote the chair has in his/her capacity as a Director.

5.7. Written resolutions of the Directors

- a. The Directors may pass a resolution without a meeting of the Directors being held if all the Directors who are entitled to vote on the resolution assent to a document containing a statement that they are in favour of the resolution set out in the document.
- b. Separate copies of a document referred to in clause 5.7.a may be used for assenting to by Directors if the wording of the resolution and the statement is identical in each copy.
- c. A Director may signify assent to a document under this clause 5.7 by signing the document or by notifying the Company of that assent:
 - i. in a manner permitted by clause 8.3; or
 - ii. by any technology including telephone.



- d. Where a Director signifies assent to a document under clause 5.7.a other than by signing the document, the Director must, by way of confirmation, sign the document before, or at, the next meeting of Directors attended by that Director.
- e. The resolution the subject of a document under clause 5.7.a is not invalid if a Director does not comply with clause 5.7.d.

6. POWERS OF THE COMPANY AND THE DIRECTORS

6.1. General powers

- a. Subject to this Constitution, the Company may exercise, in any manner permitted by the Act, any power which a public company limited by guarantee may exercise under the Act.
- b. The business of the Company is to be managed by, or under the direction of, the Directors.
- c. The Directors may exercise all the powers of the Company except any powers that the Act or this Constitution requires the Company to exercise in general meeting.

6.2. Execution of Documents

- a. If the Company has a common seal, the Company may execute a document if that seal is fixed to the document and the fixing of that seal is witnessed by:
 - i. two Directors;
 - ii. a Director and a Secretary;
 - iii. a Director and another person appointed by the Directors for that purpose.
- b. The Company may execute a document without a common seal if the document is signed by:
 - i. two Directors;
 - ii. a Director and a Secretary;
 - iii. a Director and another person appointed by the Directors for that purpose;
- c. The Directors may resolve, generally or in a particular case, that any signature on certificates for membership, or other common use documents specified by the Directors, may be affixed by mechanical or other means.
- d. Negotiable instruments may be signed, drawn, accepted, endorsed or otherwise executed by or on behalf of the Company in the manner and by the persons as the Directors resolve.

6.3. Committees

- a. The Directors may delegate any of their powers (including this power to delegate) to a committee of any one or more Directors, the Chief Executive Officer, an employee of the Company or a Member.
- b. The Directors may revoke or vary any power delegated under clause 6.3.a.
- c. A committee or delegate must exercise the powers delegated in accordance with any directions of the Directors.
- d. The exercise of a delegated power by the committee or delegate is as effective as if the Directors exercised the power.

6.4. Attorneys and agents

- a. The Directors may appoint any person to be attorney or agent of the Company for any purpose, for any period and on any terms (including as to remuneration) as the Directors resolve.

- b. The Directors may delegate any of their powers (including the power to delegate) to an attorney or agent.
- c. The Directors may revoke or vary:
 - i. an appointment under 6.4.a; or
 - ii. any power delegated to an attorney or agent.

7. OFFICERS OF THE COMPANY

7.1. Chief Executive Officer

- a. The Board may appoint a Chief Executive Officer for any period and on any terms and conditions (including regarding remuneration) determined by the Directors from time to time.
- b. The Chief Executive Officer will be a voting member of the board of the Company.
- c. Subject to any agreement between the Company and the Chief Executive Officer, the Directors may remove or dismiss or suspend the Chief Executive Officer at any time, with or without cause.
- d. The Directors may delegate any of their powers to the Chief Executive Officer.
- e. The Chief Executive Officer must exercise any powers delegated to him/her in accordance with any directions from the Directors.
- f. The Directors may vary any delegation granted to the Chief Executive Officer under clause 7.1.d at any time.

7.2. Company Secretary

- a. The Directors may appoint a company secretary or secretaries for any period and on any terms as determined by the Directors.
- b. The Directors may vary, suspend or revoke the appointment of a company secretary at any time.

7.3. Indemnity and insurance

- a. To the extent permitted by law, the Company must indemnify each Director, Chief Executive Officer and company secretary against:
 - i. a Liability of that person; and
 - ii. Legal Costs of that person.
- b. To the extent permitted by the law, the Company may make a payment (whether by way of advance, loan or otherwise) to a Director, Chief Executive Officer and company secretary in respect of Legal Costs of that person.
- c. To the extent permitted by the law, the Company may pay, or agree to pay, a premium for a contract insuring a Director, Chief Executive Officer and company secretary against:
 - i. a Liability of that person; and
 - ii. Legal Costs of that person.
- d. To the extent permitted by law, the Company may enter into an agreement or deed with a Director, Chief Executive Officer or company secretary or a person who is, or has been, an officer of the Company or a related body corporate of the Company, under which the Company must do all or any of the following:
 - i. keep books of the Company and allow that officer, and his or her advisers, access to those books on the terms agreed;
 - ii. indemnify that officer against any Liability of that officer;



- iii. make a payment (whether by way of advance, loan or otherwise) to that officer in respect of Legal Costs of that officer; and
- iv. keep that officer insured in respect of any act or omission by that officer, while a Director, Chief Executive Officer or company secretary or an officer of the Company or a related body corporate of the Company, on the terms agreed (including as to payment of all or part of the premium for a contract of insurance).

8. NOTICES

8.1. Notice to Members

- a. Subject to clause 8.1.b, the Company may give notice to a Member:
 - i. by hand delivery;
 - ii. by sending it by prepaid post to the address of the Member in the Register or the alternative address (if any) nominated by that Member; or
 - iii. by sending it to the electronic address (if any) nominated by that Member.
- b. If the address of any Member in the Register is not within Australia and that Member does not nominate an alternative address within Australia, unless otherwise specified by the Act, the Company may give a notice to that Member by posting it on the Company's website:
- c. A notice sent by prepaid post may be included separately with or as part of the text of any other article sent by the Company to Members.

8.2. Notice to Directors

The Company may give notice to a Director:

- a. by hand delivery;
- b. by sending it by prepaid post to the usual residential address of that person or the alternative address (if any) nominated by that person;
- c. by sending it to the electronic address (if any) nominated by that person; or
- d. by any other means agreed between the Company and that person.

8.3. Notice to the Company

A person may give notice to the Company:

- a. by leaving it at the registered office of the Company;
- b. by sending it by prepaid post to the registered office of the Company;
- c. by sending it to the electronic address (if any) nominated by the Company for that purpose; or
- d. by any other means permitted by the Act.

8.4. Time of service

- a. A notice sent by prepaid post to an address within Australia is taken to be given:
 - i. in the case of a notice of meeting, one Business Day after it is posted; or
 - ii. in any other case, at the time at which the notice would be delivered in the ordinary course of post.
- b. A notice sent by prepaid post to an address outside Australia is taken to be given:
 - i. in the case of a notice of meeting, three Business Days after it is posted; or



- ii. in any other case, at the time at which the notice would be delivered in the ordinary course of post.
- c. A notice sent by fax or electronic means is taken to be given on the Business Day it is sent, provided that the sender's transmission report shows that the whole notice was sent to the correct fax number or electronic address.
- d. The giving of a notice by prepaid post is sufficiently proved by evidence that the postage was paid and the notice:
 - i. was addressed to the correct address of the recipient; and
 - ii. was placed in the post.

8.5. Signatures

The Directors may decide, generally or in a particular case, that a notice given by the Company be signed by mechanical or other means.

9. WINDING UP

9.1. Transfer of surplus

On a winding up of the Company, the Members must determine one or more companies, associations or institutions whose constitutions:

- a. require them to pursue only objects similar to those in clause 1.5 and to apply their income in promoting those objects;
- b. prohibit them from making distributions to their members to at least the same extent as in clause 1.6; and
- c. if companies, prohibit them from paying fees to their directors and require their directors to approve all other payments the companies make to their directors,
- d. to whom the liquidator must give or transfer any surplus on winding up.

9.2. Application to Supreme Court

If the Members fail to make a determination under clause 9.1 within 20 Business Days of the winding up of the Company, the liquidator must make an application to the Supreme Court of New South Wales to make that determination.