



**RURAL DOCTORS
ASSOCIATION
OF AUSTRALIA**

**CORPORATIONS ACT
A PUBLIC COMPANY LIMITED BY GUARANTEE
THE CONSTITUTION OF
RURAL DOCTORS ASSOCIATION OF
AUSTRALIA LIMITED
ACN 062 176 863**

19 October 2017

CONTENTS

| | |
|---|------------------|
| <u>CONTENTS</u> | <u>1</u> |
| 1. <u>DEFINITIONS</u> | <u>2</u> |
| 2. <u>INTERPRETATION</u> | <u>3</u> |
| 3. <u>EXCLUSION OF REPLACEABLE RULES</u> | <u>3</u> |
| 4. <u>NAME OF COMPANY</u> | <u>3</u> |
| 5. <u>OBJECTS OF THE COMPANY</u> | <u>3</u> |
| 6. <u>APPLICATION OF INCOME AND PROPERTY</u> | <u>5</u> |
| 7. <u>LIMITED LIABILITY OF MEMEBERS</u> | <u>5</u> |
| 8. <u>CONTRIBUTION OF MEMBERS</u> | <u>5</u> |
| 9. <u>WINDING-UP</u> | <u>5</u> |
| 10. <u>CLASSES OF MEMBERSHIP</u> | <u>5</u> |
| 11. <u>STATE AND TERRITORY MEMBER ASSOCIATIONS</u> | <u>5</u> |
| 12. <u>INDIVIDUAL MEMBERS</u> | <u>6</u> |
| 13. <u>HONORARY MEMBERS</u> | <u>7</u> |
| 14. <u>ASSOCIATE MEMBERSHIP</u> | <u>7</u> |
| 15. <u>ANNUAL SUBSCRIPTION</u> | <u>7</u> |
| 16. <u>INCONSISTENT OBJECTS OR ACTIVITIES</u> | <u>8</u> |
| 17. <u>UNPAID SUBSCRIPTION</u> | <u>8</u> |
| 18. <u>RESIGNATION</u> | <u>8</u> |
| 19. <u>ANNUAL GENERAL MEETINGS</u> | <u>8</u> |
| 20. <u>GENERAL MEETINGS</u> | <u>9</u> |
| 21. <u>PROCEEDINGS AT GENERAL MEETINGS</u> | <u>10</u> |
| 22. <u>PROXIES</u> | <u>12</u> |
| 23. <u>PRESIDENT ELECT</u> | <u>13</u> |
| 24. <u>PRESIDENT</u> | <u>13</u> |
| 25. <u>IMMEDIATE PAST PRESIDENT</u> | <u>13</u> |
| 26. <u>TRANSITION</u> | <u>13</u> |
| 27. <u>DIRECTORS</u> | <u>14</u> |
| 28. <u>INTERESTS OF DIRECTORS</u> | <u>16</u> |
| 29. <u>POWERS AND DUTIES OF DIRECTORS</u> | <u>17</u> |
| 30. <u>PROCEEDINGS OF DIRECTORS</u> | <u>18</u> |
| 31. <u>CHIEF EXECUTIVE OFFICER</u> | <u>20</u> |
| 32. <u>SECRETARY</u> | <u>20</u> |
| 33. <u>ACCOUNTS</u> | <u>21</u> |
| 34. <u>AUDITORS</u> | <u>21</u> |

1.1.23.

| | | |
|-----------|--------------------------------|-----------|
| 35 | NOTICES | 21 |
| 36 | INDEMNITY AND INSURANCE | 22 |
| 37 | SEAL | 22 |

19 October 2017

1.1.45.

1. DEFINITIONS

1.1. In this Constitution:

1.1.1. **Act** means the *Corporations Act 2001* (Cth) as amended.

1.1.2. **Associate Member** means a person or organisation admitted to associate membership in accordance with this Constitution.

1.1.3. **Association** means the Rural Doctors Association of Australia Limited.

1.1.4. **Board** means the Directors of the Company for the time being assembled at a meeting of Directors in accordance with this Constitution and not being less than a quorum.

1.1.5. **Board Appointed Director** means a Director appointed by the Board in accordance with clause 27.1.1(e).

1.1.6. **Company** means the above named Company.

1.1.7. **Constitution** means this Constitution and all supplementary, substituted or amending Constitutions.

1.1.8. **Delegate** means a natural person appointed by a Member Association in accordance with clause 21.1 and includes where the context permits:

- (a) a natural person who is a proxy of a Member Association;
- (b) a natural person who is an attorney of a Member Association; and
- (c) a natural person who is a corporate representative of a Member Association.

1.1.9. **Directors** means the directors of the Company in office for the time being or a quorum of the directors present at a meeting of the Board.

1.1.10. **Honorary Member** means a person admitted to honorary membership in accordance with this Constitution.

1.1.11. **Immediate Past President** means the person holding that office pursuant to clause 25.

1.1.12. **Individual Member** means an individual admitted to Individual Membership in accordance with this Constitution.

1.1.13. **Maximum Continuous Period** means the maximum period a Member Appointed Director may hold office as a Director, in accordance with clause 27.4.3.

1.1.14. **Member** means a Member Association, Individual Member, Honorary Member or Associate Member.

1.1.15. **Member Appointed Director** means a Director appointed by a Member Association in accordance with clause 27.1.2.

1.1.16. **Member Association** means an organisation which is a member of the Company on the date of adoption of this Constitution or which is admitted to membership in accordance

1.1.45.

with this Constitution and does not include a person or organisation admitted to Associate Membership, Honorary Membership or Individual Membership.

1.1.17. **Objects** means the Objects of the Company set out in clause X.

1.1.18. **Office** means the registered office of the Company.

1.1.19. **President** means the person holding that office pursuant to clause 24.

1.1.20. **President Elect** means the person holding that office pursuant to clause 23.

1.1.21. **Rural** means that part of Australia outside the boundaries of population centres which have in excess of 100,000 inhabitants.

1.1.22. **State** means the State or Territory for which the application for incorporation of the Company was made.

2. INTERPRETATION

2.1. Words importing persons include corporations and all legal entities. Except so far as the contrary intention appears in this Constitution, an expression has, in a provision of this Constitution that deals with a matter dealt with by a particular provision of the Act, the same meaning as in that provision of the Act.

3. EXCLUSION OF REPLACEABLE RULES

3.1. The replaceable rules referred to in Part 2B.4 and Section 135 of the Act are excluded and will not apply to this Company to the extent that they are inconsistent with the provisions in this Constitution.

4. NAME OF COMPANY

4.1. The name of the Company is the Rural Doctors Association of Australia Limited.

5. OBJECTS OF THE COMPANY

5.1. The objects of the Company are to:

5.1.1. attain the highest standard of health care for the people of Rural Australia;

5.1.2. encourage medical students and medical practitioners to acquire the skills and experience necessary for Rural medical practice;

5.1.3. promote Rural medical practice to medical students and medical practitioners;

5.1.4. encourage appropriate standards and codes of practice for Rural medicine;

5.1.5. promote the establishment of educational facilities whereby such standards and codes of practice may be achieved;

5.1.6. foster companionship and communication between Rural medical practitioners;

5.1.7. foster research into any aspect of the health of Rural people;

1.1.45.

5.1.8. encourage communication and promote good relations and understanding between medical practitioners and their families in Rural Australia; and

5.1.9. solely for the purpose of carrying out the above objects and not otherwise to take over all the assets and liabilities of the unincorporated association known as the Federation of Rural Doctors Associations of Australia.

1.1.45.

6. APPLICATION OF INCOME AND PROPERTY

- 6.1. The income and property of the Company must be applied solely towards the promotion of the objects of the Company, and none of that income or property may be paid or transferred, directly or indirectly by way of dividend, bonus or otherwise by way of profit to the persons who at this time are or have been Members of the Company or to any person claiming through them.
- 6.2. This clause does not prevent the payment in good faith of remuneration to any officer, employee or other person of the Company for services rendered to the Company or by way of reimbursement of reasonable travelling accommodation and meal expenses validly incurred when engaged on the affairs or business of the Company or for goods supplied in the ordinary way of business, nor prevent the payment of interest at a rate not exceeding the rate for the time being fixed for the purposes of this clause by the Company in general meeting on money borrowed from a member of the Company or reasonable and proper rent for premises demised or let by a Member to the Company.

7. LIMITED LIABILITY OF MEMEBERS

- 7.1. The liability of the Members of the Company is limited.

8. CONTRIBUTION OF MEMBERS

- 8.1. Every Member of the Company undertakes to contribute to the assets of the Company if it is wound up while the Member is a member of the Company, or within one year after the Member ceases to be a member of the Company, for payment of the debts and liabilities of the Company contracted before the Member ceases to be a member of the Company and of the costs, charges and expenses of winding up and for adjustment of the rights of the contributories among themselves, any amount required not exceeding \$10.00.

9. WINDING-UP

- 9.1. Any property remaining upon the winding-up or dissolution of the Company and after satisfaction of all its debts and liabilities must not be paid to or distributed among the Members of the Company but is to be given or transferred to some other institution having objects similar to the objects of the Company, and whose constitution also prohibits the distribution of its or their income and property among its or their members to an extent that is not less than that imposed on the Company by clause 6. The institution or institutions are to be determined by the Member Associations of the Company at or before the time of dissolution and in default of such determination an application is to be made to the Supreme Court.

10. CLASSES OF MEMBERSHIP

- 10.1. The classes of Members of the Association shall be: Member Associations, Individual Members, Associate Members and Honorary Members.

11. STATE AND TERRITORY MEMBER ASSOCIATIONS

1.1.45.

- 11.1. Only one Member Association shall be admitted to the Company as a member from each State or Territory.
- 11.2. Subject to clause 11.1 the Board may accept for admission as a Member Association any incorporated association considered by the Board in its sole discretion as likely to further the objects of the Company and which is otherwise regarded by the Board as suitable for membership of the Company.
- 11.3. The application for membership must be made in writing in such form as the Board from time to time prescribes.
- 11.4. A membership application must be accompanied by such proof as to the activities of the applicant as the Board may require.
- 11.5. The Board must consider an application for membership at the next meeting of Board occurring after the application is received, and it must decide whether to accept or reject the application. The Board has an absolute discretion to grant or refuse any application for membership, and is not required to give any reason for its decision.
- 11.6. An application for membership must be accompanied by the first year's annual subscription determined in accordance with clause 15.1.
- 11.7. If the application for membership is rejected by the Board in accordance with clause 11.5, then the fees accompanying the application will be refunded to the applicant within one month of the meeting at which the application is rejected.

12. INDIVIDUAL MEMBERS

- 12.1. Any individual is eligible to apply to be an Individual Member if that individual:
 - 12.1.1. supports the Objects;
 - 12.1.2. is a medical practitioner; and
 - 12.1.3. is either:
 - (a) a member of a Member Association; or
 - (b) unable to become a member of a Member Association in the place that the individual practices.
- 12.2. Applications for Individual Membership shall be approved by the Board or by its delegate. The Board has an absolute discretion to grant or refuse any application for Individual Membership, and is not required to give any reason for its decision.
- 12.3. Individual Membership shall apply for a financial (July to June) year and shall be renewable. The Board may set an annual fee for Individual membership.
- 12.4. Individual Members will have no voting rights nor be entitled to representation or attendance at company meetings or on the Board. The Board may determine that Individual Members shall be entitled to receive all or part of the services that the Association provides to its members.

1.1.45.

13. HONORARY MEMBERS

13.1. The Board may appoint an individual to be an Honorary Member in recognition of:

13.1.1. the distinguished service by that person to rural and remote medicine; or

13.1.2. the giving of significant service by that person to the Association,
provided that the person agrees to become an Honorary Member.

13.2. The Association will appoint no more than two Honorary Members in any one calendar year.

13.3. Honorary Members are not required to pay any fee for that Honorary Membership.

13.4. The Board shall confer such privileges (other than that of voting) on Honorary Members as the Board may determine from time to time.

14. ASSOCIATE MEMBERSHIP

14.1. Any person who supports the Objects is eligible to apply to be an Associate Member. In this clause “person” includes an individual, incorporated body or unincorporated body, and part of an incorporated or unincorporated body. An unincorporated body, or part of an incorporated or unincorporated body may only become an Associate Member by nominating an individual or incorporated body to be an associate member on its behalf.

14.2. Applications for Associate Membership shall be approved by the Board or by its delegate. The Board has an absolute discretion to grant or refuse any application for associate membership, and is not required to give any reason for its decision.

14.3. Associate Membership shall apply for a financial (July to June) year and shall be renewable. The Board may set an annual fee for associate membership.

14.4. Associate members shall have no voting rights nor be entitled to representation at company meetings or on the Board. The Board may determine that associate members shall be entitled to receive all or part of the services that the company provides its Members.

15. ANNUAL SUBSCRIPTION

15.1. Each Member Association shall pay to the Company an annual subscription determined by the Board from time to time. In the absence of any special considerations each annual subscription will be determined on a per capita basis.

15.2. The annual subscription of a Member Association admitted to membership after the commencement of any year shall be reduced pro rata on a monthly basis depending on the date of admission, or on such other basis as the Board may from time to time determine.

15.3. All annual subscriptions become due and payable on 1 January each calendar year or as determined from time to time by the Board.

1.1.45.

16. INCONSISTENT OBJECTS OR ACTIVITIES

16.1. The Board may terminate the membership of a Member Association if the Member Association's objects or activities are no longer consistent with those of the Company.

17. UNPAID SUBSCRIPTION

17.1. If the subscription of a Member Association remains unpaid for a period of two calendar months after it becomes due, the Secretary is to send a notice of the default to the Member Association. If the subscription remains unpaid one month after the issuing of the notice of default, the Board may terminate the membership of the Member Association.

18. RESIGNATION

18.1. A Member may at any time give three months' prior written notice of resignation to the Secretary. At the time of expiration of the three month notice period, membership of the resigning Member will cease but the Member will continue to be liable for any annual subscription and all arrears due and unpaid by the date of resignation and for all other money due to the Company and for any sum not exceeding \$10.00 for which it is liable as a member under this constitution.

19. ANNUAL GENERAL MEETINGS

19.1. TIMING OF ANNUAL GENERAL MEETING

19.1.1. An annual general meeting of the Company will, in addition to any other meeting, be held at least once in every calendar year at the time and place determined by the Board but within five months after the end of a financial year.

19.2. BUSINESS OF THE AGM

19.2.1. The ordinary business of the annual general meeting is:

- (a) to verify the minutes of the last annual general meeting, and any special general meetings since the last annual general meeting;
- (b) to consider the annual financial report, directors' report and auditor's report (including questions and comments from members on the management of the company); and
- (c) to consider any special resolutions and other business.
- (d) The annual general meeting may only consider other business of which notice has been given in accordance with clause 20.2.

19.3. EXTRAORDINARY GENERAL MEETINGS

19.3.1. Any general meeting other than an annual general meeting will be an extraordinary general meeting.

1.1.45.

20. GENERAL MEETINGS

20.1. CALLING EXTRAORDINARY GENERAL MEETING

20.1.1. A Director may, at any time, convene an extraordinary general meeting. An extraordinary general meeting will be convened on the requisition by a Director or may be convened by any manner provided by the Act.

20.2. NOTICE

20.2.1. Subject to the provisions of the Act relating to special resolutions and agreements for shorter notice, at least twenty one days' notice (exclusive of the day on which the notice is served or deemed to be served and exclusive of the day for which notice is given) specifying the place, the day and the hour of the meeting and in the case of special business the general nature of that business must be given individually to:

- (a) each Member Association entitled to vote at the meeting;
- (b) the Auditors; and
- (c) each Director.

20.3. NO OTHER NOTICES NECESSARY

20.3.1. No other person will be entitled to receive notices of general meetings.

20.4. SHORT NOTICE

20.4.1. A meeting that is called by notice shorter than that required by clause 20.2 will be deemed to be duly called if:

- (a) in the case of a meeting called as the annual general meeting, all the Member Associations entitled to attend and vote at the meeting agree to shorter notice; or
- (b) in the case of any other meeting a majority which together is entitled to exercise not less than ninety five per cent of the votes that may be cast at the meeting agree to the shorter notice.

20.5. NATURE OF BUSINESS TRANSACTED

20.5.1. All business will be special if it is transacted at an extraordinary general meeting, and also if it is transacted at an annual general meeting, with the exception of:

- (a) the consideration of the accounts and balance sheets;
- (b) consideration of the report of the Directors and Auditors;
- (c) the election of Directors in the place of those retiring; and
- (d) the appointment and fixing of remuneration of Auditors.

20.6. FAILURE TO GIVE OR RECEIVE NOTICE

20.6.1. The accidental omission to give notice of a meeting, or the non-receipt of notice of a meeting by any person entitled to notice will not invalidate the meeting or the proceedings at the meeting.

1.1.45.

21. PROCEEDINGS AT GENERAL MEETINGS

21.1. APPOINTMENT OF DELEGATES

21.1.1. Each Member Association is entitled to appoint one Delegate to attend and vote on its behalf at general meetings of the Company. A Delegate must not be a Director.

21.2. NOTICE TO SECRETARY

21.2.1. Member Associations are entitled to appoint and remove their Delegate by notice in writing given to the Secretary not less than three days prior to the relevant meeting, and only Delegates notified to the Secretary are entitled to vote.

21.3. TECHNOLOGY

21.3.1. A general meeting may be held at two or more venues using any technology that gives each Delegate a reasonable opportunity to participate, in addition to any other means permitted by the Act.

21.4. REQUIREMENT FOR QUORUM

21.4.1. No business will be transacted at any general meeting unless a quorum comprising one half of all Delegates appointed under clause 21.1.1 plus one Delegate is present during the meeting.

21.5. WHERE NO QUORUM PRESENT

21.5.1. If within 30 minutes from the time appointed for the meeting a quorum is not present the meeting:

- (a) if convened on the requisition of the Member Associations, will be dissolved; and
- (b) in any other case:

21.5.1.b.1. the meeting will be adjourned to the same day in the next week at the same time and place, or to any other day and other time and place as the Directors may determine; and

21.5.1.b.2. if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting, not less than three Delegates present will be a quorum.

21.6. CHAIRPERSON OF GENERAL MEETING

21.6.1. The President or, if the President is not present, the President Elect will preside as Chairperson at every general meeting of the Company. If there is no Chairperson present within 15 minutes after the time appointed for holding the meeting the Delegates present will elect one of their number to be Chairperson of the meeting.

21.7. ADJOURNMENT OF GENERAL MEETING

21.7.1. The Chairperson may with the consent of any meeting at which a quorum is present (and will if so directed by the meeting), adjourn the meeting to another time and place, but no

1.1.45.

business will be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place. When a meeting is adjourned for 30 days or more, notice of the adjourned meeting will be given as in the case of an original meeting. Except as provided in this clause it will not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.

21.8. VOTING

21.8.1. At any general meeting a resolution put to the vote of the meeting will be decided on a show of hands unless a poll is (before or on the declaration of the result of the show of hands) demanded:

- (a) by the Chairperson; or
- (b) by not less than three Delegates present in person or by a proxy or corporate representative and entitled to vote.

21.9. VOTING ON SHOW OF HANDS

21.9.1. On a show of hands, a declaration by the Chairperson is conclusive evidence of the result. Neither the Chairperson nor the minutes need to state the number or proportion of the votes recorded in favour or against.

21.10. VOTING BY POLL

21.10.1. If a poll is demanded it will be taken in the manner and time that the Chairperson directs. The result of the poll will be a resolution of the meeting at which the poll was demanded. A poll demanded on the election of the Chairperson or on a question of adjournment must be taken immediately.

21.11. EQUALITY OF VOTES

21.11.1. In the case of an equality of votes, whether on a show of hands or on a poll, the relevant motion will be lost.

21.12. ENTITLEMENT OF DELEGATES TO VOTE

- 21.12.1. Each Delegate entitled to vote may vote in person or by proxy,
- 21.12.2. Each Delegate of a Member Association having more than 30 members shall be entitled to exercise 2 votes at a general meeting.
- 21.12.3. On a show of hands, each Delegate present in person shall have one vote. On a poll each Delegate present in person, by proxy, by attorney or other duly authorised representative will have vote on his or her behalf and vote for every proxy held.

21.13. RESTRICTION ON VOTING

21.13.1. No Delegate will be entitled to speak or vote at any general meeting if the annual subscription payable by his or her Member Association is more than one month in arrears on the date of the meeting.

1.1.45.

21.14. OBJECTION TO VOTER

21.14.1. No objection will be raised to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is given or tendered. Every vote not disallowed at that meeting will be valid for all purposes. Any objection made in due time must be referred to the Chairperson of the meeting whose decision will be final and conclusive.

22. PROXIES

22.1. APPOINTMENT OF PROXY

22.1.1. A Member Association may appoint one as its proxy to attend and vote instead of the Member Association.

22.2. INSTRUMENT OF APPOINTMENT

22.2.1. The instrument appointing a proxy must be in writing (in the common or usual form) executed by the Member Association or the Member Association's properly authorised attorney. The appointment of a proxy may be under seal or in writing by a properly authorised officer or attorney.

22.2.2. A proxy may, but need not be, a Delegate of another Member Association.

22.2.3. The instrument appointing a proxy will be deemed to confer authority to demand or join in demanding a poll.

22.2.4. An instrument appointing a proxy must contain the following information:

22.2.4.1. the Member Association's name and address;

22.2.4.2. the Company's name;

22.2.4.3. the proxy's name;

22.2.4.4. the meetings at which the appointment may be used.

22.3. REGISTRATION OF PROXY

22.3.1. The instrument appointing a proxy and the power of attorney or other authority, if any, under which it is signed or a certified copy of that power or authority must be deposited at the registered office of the Company, or at any other place within the State as is specified for that purpose in the notice convening the meeting, not less than 15 minutes before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote. In default the instrument of proxy will not be treated as valid unless the Chairperson of the meeting with the consent of a majority of the Delegates present in person or by proxy, attorney or representative at that meeting otherwise **directs**.

1.1.45.

22.4. REPRESENTATION OF CORPORATE MEMBER

22.4.1. Any corporation which is a Member Association may by resolution of its directors or other governing body authorise any person it thinks fit to act as its representative at any meeting of the Company or any class of Members. The person authorised will be entitled to exercise the same powers on behalf of the corporation which the person represents as that corporation could exercise if it were an individual member of the Company.

23. PRESIDENT ELECT

23.1.1. Commencing from the date of effect of this Constitution, whenever the President Elect becomes the President under clause 24.1.1 or clause 27.2.1 (which will generally be every two years), the Members entitled to vote on the election of the President shall elect a President Elect at the annual general meeting, from those Members who have nominated as a candidate.

23.1.2. The Secretary must call for nominations from Members for election to the office of President Elect not less than 90 days before the date of the annual general meeting at which the election will be held.

23.1.3. A person is not eligible to be nominated or elected for election as President Elect within 3 years after he or she has most recently held office as President.

24. PRESIDENT

24.1.1. The President Elect becomes the President at the conclusion of the next annual general meeting following his or her election as President Elect.

24.1.2. A person holds office as President for a term of two years, except where the person becomes President to fill a casual vacancy in accordance with clause 27.2.1.

24.1.3. In the President's absence from Australia or a meeting, the President Elect has all the powers and authorities of the President.

25. IMMEDIATE PAST PRESIDENT

25.1.1. The Immediate Past President will be the person who held the office of President immediately prior to a person taking office as President under clause 24.1.1 or clause 26.1.1 (as the case may be).

25.1.2. The Immediate Past President holds office for a term of one year.

26. TRANSITION

Despite any provision to the contrary, on and from the date of effect of this Constitution:

26.1.1. The President elected at the 2017 annual general meeting will be President with effect from the conclusion of that meeting, until the next President commences in accordance with clause 24.1.1;

26.1.2. The President in office at the commencement of the 2017 annual general meeting becomes the Immediate Past President, with effect from the conclusion of that meeting in accordance with clause 25.1.

1.1.45.

26.1.3. Any Co-Opted Director appointed under former clause 23.2.1 will be deemed to be a Board Appointed Director, and shall retire at the conclusion of the 2017 annual general meeting, but may be reappointed.

26.1.4. Any Director appointed by a Member Association under former clause 23.1.1 will be deemed to be a Member Appointed Director and shall serve the remainder of his or her term under former clause 23.4.2.

27. DIRECTORS

27.1. COMPOSITION OF THE BOARD

27.1.1. The Board consists of:

- (a) the President;
- (b) until the conclusion of the 2018 annual general meeting, the Immediate Past President;
- (c) from the conclusion of the 2018 annual general meeting, the President Elect;
- (d) the Directors appointed by each of the Member Associations in accordance with clause 27.2.1 (**Member Appointed Directors**); and
- (e) up to five Directors appointed by the Board (**Board Appointed Directors**).

27.1.2. Each Member Association is entitled to appoint one Director and may replace a Director at any time by giving written notice to the Secretary.

27.1.3. The Company shall have no fewer than six directors.

27.2. CASUAL VACANCIES

27.2.1. If a casual vacancy occurs in the office of President, the President Elect becomes President and will continue in that office until the conclusion of the second annual general meeting following that vacancy.

27.2.2. If the President ceases to hold office for any reason between annual general meetings, his or her entitlement to be appointed as Immediate Past President does not apply, and the current Immediate Past President will continue in that office until the next President takes office.

27.2.3. If a casual vacancy occurs in the office of President Elect, including in accordance with clause 27.2.1, the Board must appoint a person to hold that office. Any person so appointed automatically retires at the conclusion of the next annual general meeting.

27.2.4. If a casual vacancy occurs in the office of a Member Appointed Director, the following applies:

- (a) the relevant Member Association may appoint a replacement Director, by giving written notice to the Secretary within 90 days of being requested to do so. The term of that Director will be calculated by reference to the period served by the Director that has been replaced;
- (b) if the Member Association does not appoint a replacement Director in accordance with rule 27.2.3(a), the Board may appoint a Director who shall hold office until the conclusion of the next annual general meeting.

1.1.45.

27.2.5. The Board may appoint a person as a Board Appointed Director to fill a casual vacancy. Any Director so appointed automatically retires at the next annual general meeting, and if that Director is not reappointed, that retirement takes effect at the conclusion of that meeting.

27.3. CRITERIA TO BE A DIRECTOR

27.3.1. A Member Appointed Director must be a Member of the Association that appoints him or her as a Director.

27.3.2. The appointment of a Director does not take effect until the person provides the Board with a written consent to act as a Director.

27.4. TERM AND RETIREMENT OF DIRECTORS

27.4.1. Member Appointed Directors are appointed for a term of three years.

27.4.2. At each annual general meeting, any Member Appointed Director who has held office for a term of three years since last being appointed must retire from office but subject to clause 27.3.1 is eligible for reappointment.

27.4.3. The maximum continuous period for which a person may hold office as a Member Appointed Director is nine years (**Maximum Continuous Period**)

27.4.4. The Maximum Continuous Period does not include any period from a person's appointment to fill a casual vacancy under clause 27.2.3 until the next annual general meeting, where that period is less than six months.

27.4.5. A person who has held office as a Member Appointed Director for the Maximum Continuous Period is eligible for reappointment after a period of twelve months from the date the person last held office as a Director.

27.4.6. Board Appointed Directors are appointed for a term of one year, and must retire from office at the Board meeting following the next annual general meeting, that retirement to take effect at the conclusion of that Board meeting.

27.4.7. A Board Appointed Director may be reappointed to that office by the Board.

27.5. VACATION OF OFFICE

27.5.1. The office of a Director ends immediately if the Director:

- (a) dies;
- (b) ineligible to be a Director under the Act;
- (c) is removed as a Director by a resolution of the Members;
- (d) is absent for three consecutive Board meetings without approval of the Board;
- (e) resigns by notice in writing to the Company;
- (f) ceases to be qualified to be a Director under clause 27.3.1 (for example, if the Member that appointed him or her ceases to be a Member, or that person is no longer a Member of the Association that appointed him or her);
- (g) has a material personal interest in a matter which has not been disclosed as required under clause 28.5; or

1.1.45.

- (h) holds any office of profit in the Company.

27.6. REMUNERATION OF DIRECTORS

27.6.1. The Directors may be paid all reasonable travelling, accommodation and other expenses properly incurred by them in attending and returning from Board meetings or general meetings or otherwise in connection with the exercise of their powers and the discharge of their duties or in connection with the business of the Company.

27.6.2. A Director may be paid for any service rendered to the Company in a professional or technical capacity where the provision of that service has the prior approval of the Board and the amount payable is approved by a resolution of the Board and is on reasonable commercial terms.

28. INTERESTS OF DIRECTORS

28.1. NO DISQUALIFICATION

28.1.1. Despite any rule of law or equity to the contrary a Director of the Company is not disqualified from the Director's office from contracting with the Company either as vendor, purchaser or in any other capacity.

28.2. CONTRACT NOT VOID

28.2.1. Any contract, transaction or arrangement entered into by or on behalf of the Company in which any Director is in any way interested will not be avoided or be rendered voidable.

28.3. DIRECTOR NOT TO ACCOUNT

28.3.1. Any Director who enters a contract with the Company or holds an interest in a contract with the Company will not be liable to account to the Company for any profit realised by the contract, transaction or arrangement by reason of the Director holding office as a Director or by reason of any fiduciary relationship with the Company.

28.4. NO VOTE BY INTERESTED DIRECTOR

28.4.1. A Director who has a material personal interest in a matter that is being considered at a meeting of the Board must not:

- (a) be present while the matter is being considered; or
- (b) vote on the matter.

28.4.2. However, this clause does not apply if:

- (a) the interest is disclosed in accordance with clause 28.5;
- (b) the Directors who do not have a material personal interest in the matter pass a resolution that:

1.1.45.

- (i) identifies the Director, the nature and extent of the Director's interest in the matter and its relation to the affairs of the Company; and
- (ii) states that those Directors are satisfied that the interest should not disqualify the Director from voting or being present; or
- (c) the Director is entitled to be present and vote under a declaration or order made by Australian Securities and Investments Commission.

28.5. DISCLOSURE OF INTEREST BY DIRECTOR

28.5.1. The Director must disclose any interest in any contract, transaction or arrangement or other thing which provides any benefit directly or indirectly to the Director. This disclosure will be recorded in accordance with section 191 of the Act.

28.6. FAILURE TO DISCLOSE BY DIRECTOR

28.6.1. Failure to make and/or to record a disclosure by a Director does not affect the validity of the contract, transaction or arrangement or other thing.

29. POWERS AND DUTIES OF DIRECTORS

29.1. BOARD TO MANAGE COMPANY

29.1.1. The business of the Company will be managed by the Board who may pay all expenses incurred in promoting and registering the Company and may exercise all powers of the Company that are not by the Act or by this Constitution required to be exercised by the Company in general meeting. The general powers given by this will not be limited or restricted by any special authority or power given to the Board by any other clause, but may be limited or restricted by this Constitution, the Act or regulations made in general meeting.

29.2. POWER OF DIRECTORS

29.2.1. The Directors may exercise all the powers of the Company to borrow money and to mortgage or charge its undertaking, property and uncalled capital or any part of it and to issue debentures and other securities. The Directors may exercise all the powers of the company in relation to any official seal.

29.3. APPOINTMENT OF AUTHORITY FOR COMPANY

29.3.1. The Directors may by power of attorney appoint any corporation, firm or person to be the attorney or attorneys of the Company for any purposes and with those powers, authorities and discretions (not exceeding those vested in or exercisable by the Directors under this Constitution), and for the period and subject to any conditions that the Directors decide.

29.3.2. Any power of attorney may contain those provisions for the protection and convenience of persons dealing with the attorney that the Directors may think fit and may also authorise the attorney to delegate all or any of the powers, authorities and discretions vested in the Director.

1.1.45.

29.4. RECORDS

29.4.1. The Directors will record in writing:

- (a) all appointments of officers made by the Directors;
- (b) the names of the Directors present at each meeting of the Directors and of any committee of Directors; and
- (c) all resolutions and proceedings at all meetings of the Company and of the Directors and of committees of Directors.

29.5. MINUTES PRIMA FACIE EVIDENCE OF CONTENT

29.5.1. Any minutes of any meeting of the Directors, any committee of the Company if signed by the Chairperson of the meeting or by the Chairperson of the next succeeding meeting will be receivable as prima facie evidence of the matters stated in those minutes.

29.6. BANK AND OTHER ACCOUNTS

29.6.1. The Directors are empowered to open and utilise one or more accounts in the name of the Company with any banks or financial institutions in Australia or elsewhere.

29.6.2. All cheques, promissory notes, drafts, bills of exchange and other negotiable instruments and all receipts for money paid to the Company must be signed, drawn, accepted, endorsed or otherwise executed by any two Directors or in any other manner that the Directors determine from time to time.

30. PROCEEDINGS OF DIRECTORS

30.1. MEETINGS

30.1.1. The Directors may meet to conduct business, adjourn and otherwise regulate their meetings at any place and in any manner that they decide, but the Board must meet on at least four occasions in each calendar year.

30.1.2. A Directors' meeting may be called at any time by the President. The Secretary must call a Directors' meeting on the requisition of not less than two Directors.

30.2. NOTICE OF BOARD MEETINGS

30.2.1. Not less than one weeks' prior notice of meetings of the Board shall be given to Directors unless the President, or in his or her absence, the Immediate Past President or President Elect (as the case may be) deems a matter urgent, then meetings may be called upon such shorter notice as the President, Immediate Past President or President Elect thinks fit.

30.3. USE OF TECHNOLOGY

30.3.1. The Directors may call and/or hold meetings of Directors using any technology consented to by all the directors.

30.3.2. The consent may be a standing one.

1.1.45.

30.3.3. A Director may only withdraw his or her consent within a reasonable period before the meeting.

30.4. CHAIR

30.4.1. The President is entitled to act as Chair at every meeting of the Board. If the President is unable or unwilling to act within 10 minutes after the time appointed for a meeting, or has notified an intention not to be present and able and willing to act, the following may act as Chair (in order of entitlement):

- (a) the President Elect;
- (b) the Immediate Past President (where the Immediate Past President is a Director);
or
- (c) a Director chosen by the majority of Directors present.

30.5. PASSING OF DIRECTORS' RESOLUTIONS

30.5.1. A resolution of the Directors must be passed by a majority of the votes cast by Directors entitled to vote on the resolution.

30.5.2. In case of an equality of votes the Chairperson of the meeting does not have a second or casting vote in addition to his or her deliberative vote and the relevant motion will be lost.

30.6. QUORUM OF DIRECTORS

30.6.1. The quorum for a Directors meeting will, unless otherwise determined by the Directors, be a simple majority of all appointed Directors holding office at the time of the meeting, who must be present during the meeting.

30.7. VALIDITY OF ACTS

30.7.1 The Board may act despite any vacancies, but if below the minimum fixed under clause 27.1.2, the continuing Directors may only act for the purpose of appointing Directors to the Board or to call a General Meeting and for so long as their number is reduced.

30.7.2 All acts done by any meeting of the Board or by a Committee or by a person acting as a Director are, despite the fact that it is afterwards discovered that there was some defect in the appointment of any of the Directors or Committee or the person acting as a Director or that any of them were disqualified, as valid as if every person had been properly appointed and was qualified and continued to be a Director or a member of the Committee.

30.8. COMMITTEES

30.8.1 The Directors may establish Committees for such purposes and functions as it determines, comprising such members as it thinks fit.

30.8.2 The provisions of this Constitution applying to meetings and resolutions of the Board apply, with such changes as are necessary, to meetings and resolutions of a Committee.

1.1.45.

30.9 WRITTEN RESOLUTION OF DIRECTORS

30.9.1 A resolution in writing, signed by a majority of the Directors will be as valid and effectual as if it had been passed at a meeting of the Directors. Any such resolution may consist of several documents in like form, each signed by one or more of the Directors.

31 CHIEF EXECUTIVE OFFICER

31.9 APPOINTMENT OF CHIEF EXECUTIVE OFFICER

31.9.1 The Board may from time to time appoint a Chief Executive Officer of the Company for such term as the Board may determine.

31.9.2 The Board may at any time suspend, remove or dismiss any such Chief Executive Officer from office and may appoint another or others in his or her place.

31.10 REMUNERATION OF CHIEF EXECUTIVE OFFICER

31.10.1 A Chief Executive Officer shall receive such remuneration as the Board may determine and whether in addition to, or substitution for, any other remuneration payable to him or her under this Constitution as the Board may determine. It may be made a term of his or her appointment that he or she be paid a pension or gratuity on retirement from his or her office.

31.11 POWERS OF CHIEF EXECUTIVE OFFICER

31.11.1 The Board may from time to time confer upon the Chief Executive Officer for the time being such of the powers and duties exercisable and to be performed under this Constitution by the Board as it may think fit, and may confer such powers or duties for such time, and to be exercised for such objects and purposes, and upon such terms and conditions and with such restrictions, as the Board may think expedient. The Board may from time to time revoke, withdraw, alter or vary all or any of such powers and duties so entrusted and conferred. Any powers which may from time to time be conferred upon the Chief Executive Officer pursuant to this clause shall only be collateral with the powers of the Board and shall not in any way exclude the powers of the Board, and the Chief Executive Officer shall at all times be subject to the control of the Board.

32 SECRETARY

32.9 APPOINTMENT

32.9.1 The Board must appoint a Secretary of the company in accordance with the Act. Unless the Board otherwise resolves, the Chief Executive Officer of the company is to be appointed Secretary.

1.1.45.

32.9.2 If there is a vacancy in the position of Secretary, or the Secretary is on leave or otherwise unable to act, the Board must appoint an employee of the Company or Director to act as Secretary.

32.10 DUTIES OF SECRETARY

32.10.1 In addition to any other duty of the Secretary, the Secretary must maintain a register of the Members of the Company.

33 ACCOUNTS

33.9 ACCOUNTS TO BE KEPT

33.9.1 The Directors will prepare and keep proper accounting and other records that will sufficiently explain the transactions and financial position of the Company and enable true and fair profit and loss accounts and balance sheets and any other documents required to be kept.

33.10 LOCATION OF ACCOUNTING RECORDS

33.10.1 The accounting and other records will be kept at the registered office of the Company or at any other place that the Directors decide and will at all times be open to inspection by the Directors.

33.11 INSPECTION BY MEMBER ASSOCIATIONS

33.11.1 The Directors will determine whether and to what extent and at what times and places and under what conditions or regulations the accounting and other records of the Company will be open to the inspection of members not being Directors.

33.11.2 No member who is not a Director will have any right to inspect any account or book or document of the Company except as conferred by statute or authorised by the Directors or by the Company in general meeting.

34 AUDITORS

34.9.1 Auditors may be appointed and their duties regulated in accordance with the Act.

35 NOTICES

35.9 NOTICE TO BE GIVEN

35.9.1 A notice may be given by the Company to any Member:

35.9.1.1 personally;

35.9.1.2 by sending it by post to the Member's registered address within Australia supplied to the Company for the giving of notices;

35.9.1.3 by sending it to the fax number or electronic address (if any) specified by the Member;

1.1.45.

35.9.1.4 by sending it by other electronic means (if any) nominated by the Member; or

35.9.1.5 by any other means permitted by the Act.

35.10 RECEIPT OF NOTICE

35.10.1 Where a notice is sent by post, service of the notice shall be deemed to be effected by properly addressing, prepaying, and posting a letter containing the notice, and to have been effected in the case of a notice of a meeting on the day after the date of its posting, and in any other case at the time at which the letter would be delivered in the ordinary course of post. A notice sent by fax or other electronic means is taken to be given on the business day after it is sent

36 INDEMNITY AND INSURANCE

36.9.1 To the extent that the Act allows it, each officer of the Company must be indemnified by the Company against any liability incurred by that person in that capacity.

36.9.2 The Directors may at any time pay premiums in respect of a contract insuring a person (whether with others or not) who is an officer of the Company against a liability incurred by the person as such officer. The liability insured against must not include that which the Act prohibits. Any such premium in relation to a Director is in addition to, and not regarded as part of, the remuneration paid to Directors under this Constitution.

37 SEAL

37.9 ADOPTION OF SEAL

37.9.1 The directors may decide to provide a seal for the Company.

37.10 USE OF SEAL WHERE ADOPTED

37.10.1 The Directors will provide for the safe custody of the seal (if any);

37.10.2 A seal will be used only by the authority of the Director(s), or if a committee of the Directors authorised by the Directors to authorise the use of a seal, and every document to which the seal is affixed will be signed by a Director and be countersigned by another Director, a Secretary or another person appointed by the Directors to countersign that document or a class of documents in which that document is included