

**CONSTITUTION
OF
STAGE MANAGERS ASSOCIATION
AUSTRALIA LTD**

August 2021

Australian Company Number (ACN) [653 176 973]
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A company limited by guarantee

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Preliminary

1. **Name of the company**

The name of the **company** is Stage Managers Association Australia Ltd (the **company**).

2. **Type of company**

The **company** is a not-for-profit public **company** limited by guarantee which is established to be, and to continue as, a charity.

3. **Limited liability of members**

The liability of members is limited to the amount of the guarantee in clause 4.

4. **The guarantee**

Each member must contribute an amount not more than \$10.00 (the guarantee) to the property of the **company** if the **company** is wound up while the member is a member, or within 12 months after they stop being a member, and this contribution is required to pay for the:

- (a) debts and liabilities of the **company** incurred before the member stopped being a member, or
- (b) costs of winding up.

5. **Definitions**

In this constitution, words and phrases have the meaning set out in clauses 98 and 100.

6. **Acknowledgement of Country**

In the spirit of reconciliation Stage Managers Association Australia Ltd acknowledges the Traditional Custodians of country throughout Australia and their continuing connections to land, sea and community. We pay our respect to their Elders past and present and extend that respect to all Aboriginal and Torres Strait Islander peoples today.

7. **Reconciliation Action Plan**

The **company** will maintain a First Nations Reconciliation Action Plan as a fundamental governance document. The First Nations Reconciliation Action Plan will:

- (a) ensure the **company** actively promotes the empowerment of First Nations people both internally, by its actions, and the actions of its members in the workplace and society, and
- (b) be reviewed annually and published, and accessible free of charge to any interested party.

Charitable purposes and powers

8. Object, Vision and Values

8.1 Object

The **company's** object is to pursue the following charitable purpose(s) to advance education and culture by:

- (a) promoting respect and transparency by actively promoting diversity and inclusion initiatives that ensure the Australian community of stage managers is reflective of Australian society more broadly;
- (b) providing accessible opportunities for all people interested or engaged in the practice of stage management to:
 - i. engage in training and development opportunities such as events, discussions, and seminars;
 - ii. participate in mentorship programs;
 - iii. access social support and wellbeing initiatives; and
 - iv. innovate and improve best practice to enhance the future of the arts and cultural practice.
- (c) conducting and publishing research into trends, needs, practice, innovation, and process used by or affecting stage managers and therefore the arts and cultural industries more broadly;
- (d) working with other industry and societal peak bodies and government at all levels, to ensure the interests of the **company** and its members are represented in public decision-making processes affecting the arts and cultural industries more broadly;
- (e) managing a trust fund and distributing income in the way of scholarships, bursaries, or equivalent support for the purpose and initiatives of Stage Managers Association Australia Ltd; and
- (f) holding fundraising events to raise money to be added to the capital of the trust fund, and value in kind to benefit the purpose of the organisation.

8.2 Vision

A connected, open and inclusive community of stage management practitioners that actively engage in, and have access to:

- (a) programs and initiatives for talent development;
- (b) wellbeing and support; and
- (c) advocate best practice in all sectors and genres of our work across Australia.

8.3 Values

The **company's** values will be:

- (a) Diversity (of community, of leadership, of practice, of means)
- (b) Access (to us, to decision-makers, to wellbeing, to resource)
- (c) Respect (of self and others, of process, of place, of purpose)

- (d) Excellence (in learning, in governance, in advocacy, in practice)
- (e) Integrity (of members, of management, of programs, of our profession)
- (f) Sustainability (of our people, of our organisation, of our planet, of our resources)

9. **Representation**

As far as practical and reasonable the **company** must use its best endeavour to ensure that the **directors**, officers and any local committees, branches or boards that may exist in accordance with clause 56.5 represent the diversity of the **company's** membership and the practice of stage management as much as possible. For the avoidance of doubt representation includes but is not limited to:

- (a) gender, race or ethnicity, sexuality or sexual identification;
- (b) as many or all of the States and Territories of Australia as possible;
- (c) arts, entertainment, events industry segmentation or genre; and
- (d) career experience (whether student, emerging career or established career level).

10. **Powers**

Subject to clause 11, the **company** has the following powers, which may only be used to carry out its purpose(s) set out in clause 8:

- (a) the powers of an individual, and
- (b) all the powers of a company limited by guarantee under the **Corporations Act**.

11. **Not-for-profit**

11.1 The **company** must not distribute any income or assets directly or indirectly to its members, except as provided in clauses 11.2 and 96.

11.2 Clause 11.1 does not stop the **company** from doing the following things, provided they are done in good faith:

- (a) paying a member for goods or services they have provided or expenses they have properly incurred at fair and reasonable rates or rates more favourable to the **company**, or
- (b) making a payment to a member in carrying out the **company's** charitable purpose(s).

11.3 The income and property of the **company**, from wherever it is derived, must be applied solely towards the promotion of the objects of the **company** set out in clause 8.1.

11.4 The **company** does not have the power to issue shares.

12. **Amending the constitution**

12.1 Subject to clause 12.2, the members may amend this constitution by passing a **special resolution**.

- 12.2 The members must not pass a **special resolution** that amends this constitution if passing it causes the **company** to no longer be a charity.

Members

13. Membership and register of members

13.1 The members of the **company** are:

- (a) **initial members**, and
- (b) any other person that the **directors** allow to be a member, in accordance with this constitution.

13.2 The categories of members are:

- (a) professional members;
- (b) student members;
- (c) associate members;
- (d) corporate members; and
- (e) life members.

Additional categories of members, if recommended by the **directors**, may be created from time to time by the members in a **general meeting**.

Application for professional members

13.3 Any individual who:

- (a) is engaged in stage management roles as their paid occupation; and
- (b) typically resides in Australia; and
- (c) who presents their curriculum vitae (CV) or written evidence demonstrating their employment in stage management in Australia,

may apply for membership as a professional member.

Application for student members

13.4 Any individual who:

- (a) is enrolled in a tertiary educational institute, TAFE or other registered vocational training organisation or secondary school with an interest in stage management; and
- (b) typically resides in Australia; and
- (c) who presents written evidence of their enrolment and interest in stage management, in the form of a formal letter or similar from a course leader or school teacher,

may apply for membership as a student member.

Application for associate members

13.5 Any individual who:

- (a) is engaged as any of the following:
 - i. pro-am stage manager;
 - ii. retired or former stage manager;
 - iii. company manager;
 - iv. production manager;
 - v. technical director;
 - vi. venue manager;
 - vii. educator;
 - viii. producer; or
 - ix. other similar position or person with an interest in stage management; and
- (b) resides in Australia or overseas; and
- (c) who presents their curriculum vitae (CV) or written evidence demonstrating their interest in stage management and/or employment in a related profession,

may apply for membership as an associate member.

Application for corporate members

13.6 Any body corporate that:

- (a) operates as any of the following:
 - i. production/producing company;
 - ii. venue;
 - iii. tertiary educational institute;
 - iv. TAFE or registered vocational training organisation;
 - v. secondary school;
 - vi. industry supplier;
 - vii. event company; or
 - viii. other organisation that engages stage managers or has an interest in stage management; and
- (b) who presents written evidence demonstrating their interest in stage management or business in a related profession,

may apply for membership as a corporate member.

13.7 *Provision for life members*

- (a) If, in the opinion of the **directors**, a member has made over a period of years a significant contribution to the **company**, the **directors** may nominate the member as a life member of the **company**.
- (b) A member nominated under clause 13.7(a) becomes a life member of the **company** on the nomination being approved by an ordinary resolution of members at a **general meeting**.
- (c) If the life member is a body corporate it must nominate in writing a nominated **representative** within 30 days after it becomes a life member.
- (d) A life member has all the rights and privileges of membership and is otherwise subject to this constitution.

- 13.8 The **company** must establish and maintain a **register** of members. The **register** of members must be kept by the **secretary** and must contain:
- (a) for each current member:
 - i. full name;
 - ii. residential address, facsimile number and/or electronic mail address, if any, of the member;
 - iii. any alternative address nominated by the member for the service of notices;
 - iv. the date of last payment of the member's annual membership fee;
 - v. in the case of a corporate member, the full name, address, facsimile number and/or electronic mail address, if any, of its nominated **representative**; and
 - vi. date the member was entered on to the **register**.
 - (b) for each person who stopped being a member in the last 12 months:
 - i. full name;
 - ii. residential address, facsimile number and/or electronic mail address, if any, of the member;
 - iii. any alternative address nominated by the member for the service of notices;
 - iv. the date of last payment of the member's annual membership fee;
 - v. in the case of a corporate member, the full name, address, facsimile number and/or electronic mail address, if any, of its nominated **representative**; and
 - vi. the dates the membership started and ended.
- 13.9 Each member and nominated **representative** must notify the **secretary** in writing of any change in that person's name, address, facsimile number and/or electronic mail address within 30 days after the change.
- 13.10 The **company** must give current members access to the **register** of members, subject to clauses 13.11 and 13.12.
- 13.11 Information that is accessed from the **register** of members must only be used in a manner relevant to the interests or rights of members.
- 13.12 All member details shall be kept confidential unless otherwise required to be disclosed by law.
14. **Who can be a member**
- 14.1 A person who supports the purposes of the **company** is eligible to apply to be a member of the **company** under clause 15.
- 14.2 In this clause, 'person' means an individual or incorporated body.
15. **How to apply to become a member**
- A person may apply to become a member of the **company** by writing to the **secretary** stating that they:
- (a) want to become a member,
 - (b) are not less than 15 years of age at the date of the application,

- (c) agree to pay the applicable, advertised application and annual membership fee at the time of application,
 - (d) will actively participate in supporting the purpose(s) of the **company**,
 - (e) agree to comply with the **company's** constitution, including paying the guarantee under clause 4 if required, and
 - (f) will submit an application for membership which is in writing in a form approved by the **directors**, signed by the applicant, and accompanied by any other documents or evidence as to qualification for the type of membership applied for which the **directors** require.
16. **Directors decide whether to approve membership**
- 16.1 The **directors** must consider an application for membership within a reasonable time after the **secretary** receives the application.
- 16.2 If the **directors** approve an application, the **secretary** must as soon as possible:
- (a) enter the new member on the **register** of members, and
 - (b) write to the applicant to tell them that their application was approved, and the date that their membership started (see clause 17).
- 16.3 If the **directors** reject an application, the **secretary** must write to the applicant as soon as possible to tell them that:
- (a) their application has been rejected, but the **directors** do not have to give reasons, and
 - (b) any annual membership fees paid in relation to said application for membership will be refunded in full, but this does not include the application fee.
- 16.4 For the avoidance of doubt, the **directors** may approve an application even if the application does not state the matters listed in clause 15. In that case, by applying to be a member, the applicant agrees to those matters.
17. **When a person becomes a member**
- 17.1 Other than **initial members**, an applicant will become a member when they are entered on the **register** of members.
- 17.2 **Initial members** who have signed this constitution before the **company** is registered become ordinary members of the **company** on registration of the **company**.
- 17.3 **Initial members** are not required:
- (a) to have any qualification for membership;
 - (b) to pay any application fee; or
 - (c) to pay an annual membership fee until 1 July next occurring after registration of the **company**.
- 17.4 **Initial members** must otherwise comply with this constitution.

18. **Notification by members**

- 18.1 Each member must notify the **secretary** in writing, within 30 days of any change in their qualification to be a member of the **company**.
- 18.2 Each corporate member must promptly notify the **secretary** in writing, within 30 days of any change in the person nominated as its nominated **representative**.
- 18.3 A person nominated as a nominated **representative** of a corporate member must consent to the nomination in writing.

19. **When a person stops being a member**

- 19.1 A person immediately stops being a member if they:
- (a) die,
 - (b) are wound up or otherwise dissolved or deregistered (for an incorporated member),
 - (c) resign, by writing to the **secretary**,
 - (d) are expelled under clause 24,
 - (e) do not pay their annual membership fee within 30 days of that fee being due and payable, or
 - (f) in the case of a renewing member, have not responded within three months to a written request from the **secretary** that they confirm in writing that they want to remain a member.
- 19.2 The resignation of a member takes effect on the date of receipt of the notice of resignation or any later date provided in the notice.
- 19.3 If the membership ceases because a member fails to pay,
- (a) the member remains liable for all the obligations and liabilities of membership until the expiration of 12 months after the date when they ceased to be a member; and
 - (b) the member ceases to be a member and the member's name must be removed from the **register** at the expiration of the 12 month period.

Application fee and annual membership fee

20. **Application fee**

- 20.1 The non-refundable application fee payable by each applicant for membership is the sum the **directors** determine for each category of membership.
- 20.2 The application fee will be payable:
- (a) at the time when the initial application for membership is submitted,
 - (b) when a member changes their membership category, and
 - (c) after a lapse in membership of more than 12 months.
- 20.3 **Directors** can waive the application fee at their discretion.

- 20.4 If a member changes their membership category, a member is required to pay the application fee for the new category of membership. The member will not be entitled to a refund, or any part thereof, of the previous application fee.
- 20.5 No application fee is payable by any life member.
21. **Annual membership fee**
- 21.1 The non-refundable annual membership fee payable by a member of the **company** is the sum the **directors** determine from time to time and as approved by the board. Once the board has set the fees it will communicate them to members.
- 21.2 All annual membership fees are due and payable within 30 days of acceptance of membership or in advance on 1 July in each year, in the case of renewing members.
- 21.3 If a person is admitted to membership of the **company** during the months of January to June inclusive the **directors** may reduce the annual membership fee payable by the applicant in any manner they see fit.
- 21.4 If a member changes their membership category, a member is required to pay the membership fee for the new category of membership. The member will not be entitled to a refund, or any part thereof, of the previous membership fee.
- 21.5 No annual membership fee is payable by any life member.
22. **Unpaid annual membership and application fees**
- 22.1 If
- (a) the annual membership fee remains unpaid for 30 days after it becomes payable; and
 - (b) a notice of default is given to the member following a resolution of the **directors** to do this;
- the member ceases to be entitled to any of the rights or privileges of membership but these may be reinstated on payment of all arrears if the **directors** see fit.
- 22.2 If any member ceases to be a member under this constitution, the member remains liable to pay to the **company** any money which, at the time of the member ceasing to be a member, the member owes to the **company** on any account and for any sum not exceeding \$10.00 for which the member is liable under clause 4 of this constitution.
- 22.3 The **directors** in their sole discretion may waive application and membership fees, or allow members to pay in instalments in certain circumstances, including but not limited to, financial hardship.

Dispute resolution and disciplinary procedures

23. **Dispute resolution**
- 23.1 The dispute resolution procedure in this clause applies to disputes (disagreements) under this constitution between a member or director and:
- (a) one or more members,
 - (b) one or more **directors**, or

- (c) the **company**.
- 23.2 A member must not start a dispute resolution procedure in relation to a matter which is the subject of a disciplinary procedure under clause 24 until the disciplinary procedure is completed.
- 23.3 Those involved in the dispute must try to resolve it between themselves within 14 days of knowing about it.
- 23.4 If those involved in the dispute do not resolve it under clause 23.3, they must within 10 days:
 - (a) tell the **directors** about the dispute in writing,
 - (b) agree or request that a mediator be appointed, and
 - (c) attempt in good faith to settle the dispute by mediation.
- 23.5 The mediator must:
 - (a) be chosen by agreement of those involved, or
 - (b) where those involved do not agree:
 - i. for disputes between members, a person chosen by the **directors**, or
 - ii. for other disputes, a person chosen by either the Commissioner of the Australian Charities and Not-for-profits Commission or the president of the law institute or society in the state or territory in which the **company** has its registered office.
- 23.6 A mediator chosen by the **directors** under clause 23.5(b)i):
 - (a) may be a member or former member of the **company**,
 - (b) must not have a personal interest in the dispute, and
 - (c) must not be biased towards or against anyone involved in the dispute.
- 23.7 When conducting the mediation, the mediator must:
 - (a) allow those involved a reasonable chance to be heard,
 - (b) allow those involved a reasonable chance to review any written statements,
 - (c) ensure that those involved are given natural justice, and
 - (d) not make a decision on the dispute.
- 24. **Disciplining members**
- 24.1 In accordance with this clause, the **directors** may resolve to warn, suspend or expel a member from the **company** if the **directors** consider that:
 - (a) the member has breached this constitution, or
 - (b) the member's behaviour is causing, has caused, or is likely to cause harm to the **company**.
- 24.2 At least 14 days before the **directors'** meeting at which a resolution under clause 24.1 will be considered, the **secretary** must notify the member in writing:
 - (a) that the **directors** are considering a resolution to warn, suspend or expel the member,

- (b) that this resolution will be considered at a **directors'** meeting and the date of that meeting,
 - (c) what the member is said to have done or not done,
 - (d) the nature of the resolution that has been proposed, and
 - (e) that the member may provide an explanation to the **directors**, and details of how to do so.
- 24.3 A member may, by notice in writing lodged with the **secretary** at least 24 hours before the time for holding the meeting at which the resolution is to be considered by the **directors**, elect to have the question dealt with by the **company** in **general meeting** and in that event, a **general meeting** of the **company** must be called for that purpose.
- 24.4 If at the meeting a resolution to the same effect as the resolution which was to be considered by the **directors** is passed by a majority of two-thirds of those present and voting (and the vote must be taken by secret ballot), the member concerned must be disciplined in the manner resolved and in the case of a resolution for expulsion the member is expelled and the member's name must be removed from the **register**.
- 24.5 Before the **directors** pass any resolution under clause 24.1, the member must be given a chance to explain or defend themselves by:
- (a) sending the **directors** a written explanation before that **directors'** meeting, and/or
 - (b) speaking at the meeting.
- 24.6 After considering any explanation under clause 24.5, the **directors** may:
- (a) take no further action,
 - (b) warn the member,
 - (c) suspend the member's rights as a member for a period of no more than 12 months,
 - (d) expel the member,
 - (e) refer the decision to an unbiased, independent person on conditions that the **directors** consider appropriate (however, the person can only make a decision that the **directors** could have made under this clause), or
 - (f) require the matter to be determined at a **general meeting**.
- 24.7 The **directors** cannot fine a member.
- 24.8 The **secretary** must give written notice to the member of the decision under clause 24.6 as soon as possible.
- 24.9 Disciplinary procedures must be completed as soon as reasonably practical.
- 24.10 There will be no liability for any loss or injury suffered by the member as a result of any decision made in good faith under this clause.

General meetings of members

25. General meetings called by directors

- 25.1 A majority of **directors** may call a **general meeting** whenever they see fit.
- 25.2 If members with at least 5% of the votes that may be cast at a **general meeting** make a written request to the **company** for a **general meeting** to be held, the **directors** must:
- (a) within 21 days of the members' request, give all members notice of a **general meeting**, and
 - (b) hold the **general meeting** within two months of the members' request.
- 25.3 The percentage of votes that members have (in clause 25.2) is to be worked out as at midnight before the members request the meeting.
- 25.4 The members who make the request for a **general meeting** must:
- (a) state in the request any resolution to be proposed at the meeting,
 - (b) sign the request, and
 - (c) give the request to the **company**.
- 25.5 Separate copies of a document setting out the request may be signed by members if the wording of the request is the same in each copy.
- 25.6 The **directors** may postpone the holding of any **general meeting** whenever they see fit (other than a meeting requisitioned by members as provided by the **Corporations Act**) for not more than 42 days after the date for which it was originally called.
- 25.7 Whenever any meeting is postponed, the same period of notice of the meeting must be given to persons entitled to receive notice of a meeting as if a new meeting were being called for the date to which the original meeting is postponed.

26. General meetings called by members

- 26.1 If the **directors** do not call the meeting within 21 days of being requested under clause 25.2, 50% or more of the members who made the request may call and arrange to hold a **general meeting**.
- 26.2 To call and hold a meeting under clause 26.1 the members must:
- (a) as far as possible, follow the procedures for **general meetings** set out in this constitution,
 - (b) call the meeting using the **company's register** of members, which the **company** must provide to the members making the request at no cost, and
 - (c) hold the **general meeting** within three months after the request was given to the **company**.
- 26.3 The **company** must pay the members who request the **general meeting** any reasonable expenses they incur because the **directors** did not call and hold the meeting.

27. **Annual general meeting**
- 27.1 A **general meeting**, called the annual **general meeting**, must be held:
- (a) within 18 months after registration of the **company**, and
 - (b) after the first annual **general meeting**, at least once in every calendar year.
- 27.2 Even if these items are not set out in the notice of meeting, the business of an annual **general meeting** may include:
- (a) a review of the **company's** activities;
 - (b) a review of the **company's** finances, including consideration of the annual financial report, **directors'** report and **auditor's** report;
 - (c) the election of **directors**; and
 - (d) the appointment and payment of **auditors**, if any.
- 27.3 All other business transacted at an annual **general meeting** and all business transacted at any other **general meeting** is special business.
- 27.4 Before, or at the annual **general meeting**, the **directors** must give information to the members on the **company's** activities and finances during the period since the last annual **general meeting**.
- 27.5 The chair of the annual **general meeting** must give members as a whole a reasonable opportunity at the meeting to ask questions or make comments about the management of the **company**.
- 27.6 If the **company's auditor** or the **auditor's** representative is at the meeting, the chair of an annual **general meeting** must:
- (a) allow a reasonable opportunity for the members as a whole at the meeting to ask the **auditor** or their representative questions relevant to the conduct of the audit, the preparation and content of the **auditor's** report, the accounting policies adopted by the **company** in relation to the preparation of the financial statements and the independence of the **auditor** in relation to the conduct of the audit; and
 - (b) allow a reasonable opportunity for the **auditor** or their representative to answer written questions submitted to the **auditor** under section 250PA of the **Corporations Act**.
28. **Notice of general meetings**
- 28.1 Notice of a **general meeting** must be given to:
- (a) each member entitled to vote at the meeting,
 - (b) each director, and
 - (c) the **auditor** (if any).
- 28.2 Notice of a **general meeting** must be provided in writing at least 21 days before the meeting.
- 28.3 The **company** may give the notice of a meeting to a member:
- (a) personally;

- (b) by sending it by post to the address for the member in the **register** or the alternative address (if any) nominated by the member;
 - (c) by sending it to the facsimile number or electronic address (if any) nominated by the member;
 - (d) by sending it by other electronic means (if any) nominated by the member;
or
 - (e) by notifying the member in accordance with clause 28.4.
- 28.4 If the member nominates:
- (a) an electronic means (nominated notification means) by which the member may be notified that notices of meeting are available; and
 - (b) an electronic means (nominated access means) the member may use to access notices of meeting;
- then, the **company** may give the member notice of the meeting by notifying the member (using the nominated notification means):
- (c) that the notice of meeting is available; and
 - (d) how the member may use the nominated access means to access the notice of meeting.
- 28.5 Subject to clause 28.6, notice of a meeting may be provided less than 21 days before the meeting if:
- (a) for an annual **general meeting**, all the members entitled to attend and vote at the annual **general meeting** agree beforehand, or
 - (b) for any other **general meeting**, members with at least 95% of the votes that may be cast at the meeting agree beforehand.
- 28.6 Notice of a meeting cannot be provided less than 21 days before the meeting if a resolution will be moved to:
- (a) remove a director,
 - (b) appoint a director in order to replace a director who was removed, or
 - (c) remove an **auditor**.
- 28.7 Notice of a **general meeting** must include:
- (a) 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),
 - (b) the general nature of the meeting's business,
 - (c) if applicable, that a **special resolution** is to be proposed and the words of the proposed resolution,
 - (d) be worded and presented in a clear, concise and effective manner, and
 - (e) a statement that members have the right to appoint proxies and that, if a member appoints a proxy:
 - i. the proxy does not need to be a member of the **company**,

- ii. the proxy form must be delivered to the **company** at its registered address or the address (including an electronic address) specified in the notice of the meeting, and
 - iii. the proxy form must be delivered to the **company** at least 72 hours before the meeting.
- 28.8 If a **general meeting** is adjourned (put off) for one month or more, the members must be given new notice of the resumed meeting.
- 29. **Quorum at general meetings**
- 29.1 For a **general meeting** to be held, 20% plus one of the number of members on the **register** inclusive of at least one member from at least five of the States or Territories of Australia, where there is such a member on the **register** (a quorum) must be present (in person, by proxy or by **representative**) for the whole meeting when determining whether a quorum is present.
- 29.2 No business may be conducted at a **general meeting** if a quorum is not present.
- 29.3 If there is no quorum present within 30 minutes after the starting time stated in the notice of **general meeting**, the **general meeting** is adjourned to the date, time and place that the chair specifies. If the chair does not specify one or more of those things, the meeting is adjourned to:
 - (a) if the date is not specified – the same day in the next week,
 - (b) if the time is not specified – the same time, and
 - (c) if the place is not specified – the same place.
- 29.4 If no quorum is present at the resumed meeting within 30 minutes after the starting time set for that meeting, the meeting is cancelled.
- 30. **Auditor's right to attend meetings**
- 30.1 The **auditor** (if any) is entitled to attend any **general meeting** and to be heard by the members on any part of the business of the meeting that concerns the **auditor** in the capacity of **auditor**.
- 30.2 The **company** must give the **auditor** (if any) any communications relating to the **general meeting** that a member of the **company** is entitled to receive.
- 31. **Representatives of members**
- 31.1 A corporate member may appoint as a **representative**, one individual for the purpose of representing the member at meetings, or being appointed or elected as a director.
- 31.2 The appointment of a **representative** by a member must:
 - (a) be in writing,
 - (b) include the name of the **representative**,
 - (c) be signed on behalf of the member, and
 - (d) be given to the **company** or, for representation at a meeting, be given to the chair before the meeting starts.

- 31.3 A **representative** has all the rights of a member relevant to the purposes of the appointment as a **representative**.
- 31.4 The appointment may be standing (ongoing).
32. **Using technology to hold meetings**
- 32.1 The **company** may hold a **general meeting** at two or more venues using any technology that gives the members as a whole a reasonable opportunity to participate, including to hear and be heard.
- 32.2 Anyone using this technology is taken to be present in person at the meeting.
33. **Chair for general meetings**
- 33.1 The **elected chair** is entitled to chair **general meetings**.
- 33.2 The **members present** and entitled to vote at a **general meeting** may choose a director or member to be the chair for that meeting if:
- (a) there is no **elected chair**, or
 - (b) the **elected chair** is not present within 30 minutes after the starting time set for the meeting, or
 - (c) the **elected chair** is present but says they do not wish to act as chair of the meeting.
34. **Role of the chair**
- 34.1 The chair is responsible for the conduct of the **general meeting**, and for this purpose must give members a reasonable opportunity to make comments and ask questions (including to the **auditor** (if any)).
- 34.2 The chair may, at any time during the meeting, adjourn the meeting or any business, motion, question, resolution, debate or discussion being considered or remaining to be considered by the meeting either to a later time at the same meeting or to an adjourned meeting at any time and any place. In exercising this discretion, the chair may, but need not, seek the approval of the **members present**. Unless required by the chair, no vote may be taken or demanded by the **members present** in respect of any adjournment.
- 34.3 The chair of the meeting may in their absolute discretion refuse admission to, or require to leave and remain out of the meeting, any person who is not a member, director or **auditor** of the **company**.
- 34.4 The chair does not have a casting vote in a **general meeting**.
35. **Adjournment of meetings**
- 35.1 Only unfinished business may be dealt with at a meeting resumed after an adjournment.

Members' resolutions and statements

36. Members' resolutions and statements

36.1 Members with at least 5% of the votes that may be cast on a resolution may give:

- (a) written notice to the **company** of a resolution they propose to move at a **general meeting** (members' resolution), and/or
- (b) a written request to the **company** that the **company** give all of its members a statement about a proposed resolution or any other matter that may properly be considered at a **general meeting** (members' statement).

36.2 A notice of a members' resolution must set out the wording of the proposed resolution and be signed by the members proposing the resolution.

36.3 A request to distribute a members' statement must set out the statement to be distributed and be signed by the members making the request.

36.4 Separate copies of a document setting out the notice or request may be signed by members if the wording is the same in each copy.

36.5 The percentage of votes that members have (as described in clause 36.1) is to be worked out as at midnight before the request or notice is given to the **company**.

36.6 If the **company** has been given notice of a members' resolution under clause 36.1(a), the resolution must be considered at the next **general meeting** held more than two months after the notice is given.

36.7 This clause does not limit any other right that a member has to propose a resolution at a **general meeting**.

37. Company must give notice of proposed resolution or distribute statement

37.1 If the **company** has been given a notice or request under clause 36:

- (a) in time to send the notice of proposed members' resolution or a copy of the members' statement to members with a notice of meeting, it must do so at the **company's** cost, or
- (b) it is too late to send the notice of proposed members' resolution or a copy of the members' statement to members with a notice of meeting, then the members who proposed the resolution or made the request must pay the expenses reasonably incurred by the **company** in giving members notice of the proposed members' resolution or a copy of the members' statement. However, at a **general meeting**, the members may pass a resolution that the **company** will pay these expenses.

37.2 The **company** does not need to send the notice of proposed members' resolution or a copy of the members' statement to members if:

- (a) it is more than 1000 words long,
- (b) the **directors** consider it may be defamatory,
- (c) clause 37.1(b) applies, and the members who proposed the resolution or made the request have not paid the **company** enough money to cover the

cost of sending the notice of the proposed members' resolution or a copy of the members' statement to members, or

- (d) in the case of a proposed members' resolution, the resolution does not relate to a matter that may be properly considered at a **general meeting** or is otherwise not a valid resolution able to be put to the members.

Voting at general meetings

38. How many votes a member has

Each member has one vote.

39. Challenge to member's right to vote

39.1 A member or the **elected chair** may only challenge a person's right to vote at a **general meeting** at that meeting.

39.2 If a challenge is made under clause 39.1, the chair must decide whether or not the person may vote. The **elected chair's** decision is final.

40. How voting is carried out

40.1 Voting must be conducted and decided by:

- (a) a show of hands,
- (b) a poll, or
- (c) another method chosen by the **elected chair** that is fair and reasonable in the circumstances.

40.2 The vote may be exercised in person or by proxy, body corporate **representative** or attorney.

40.3 Before a vote is taken, the **elected chair** must state whether any proxy votes have been received and, if so, how the proxy votes will be cast.

40.4 On a show of hands, the **elected chair's** decision is conclusive evidence of the result of the vote.

40.5 The **elected chair** and the meeting minutes do not need to state the number or proportion of the votes recorded in favour or against on a show of hands.

41. Matters on which a poll may be demanded

41.1 A poll may be demanded on any resolution.

41.2 A demand for a poll may be withdrawn.

42. When a poll is effectively demanded

42.1 At a meeting of the **company's** members, a poll may be demanded by:

- (a) at least three members entitled to vote on the resolution;
- (b) a member or members with at least 5% of the votes that may be cast on the resolution on a poll; or
- (c) the chair.

- 42.2 The poll may be demanded:
- (a) before a vote is taken;
 - (b) before the voting results on a show of hands are declared; or
 - (c) immediately after the voting results on a show of hands are declared.
43. **When and how polls must be taken**
- 43.1 A poll may be cast in writing, or in any way the chair directs.
- 43.2 A poll demanded on a matter other than the election of a chair or the question of an adjournment must be taken when and in the manner the chair directs.
- 43.3 A poll on the election of a chair or on the question of an adjournment must be taken immediately.
- 43.4 The demand for a poll does not prevent the continuance of a meeting for the transaction of any business other than the question on which a poll has been demanded.
- 43.5 The result of the poll is the resolution of the meeting at which the poll was demanded.
44. **When is a member disqualified from voting**
- 44.1 A member is not entitled to vote at a **general meeting** if:
- (a) the annual membership fee of the member; or
 - (b) in the case of a person who is a nominated **representative**, the annual membership fee of the corporate member for which they are the nominated **representative**;
- is more than 30 days in arrears at the date of the meeting or the postponed or adjourned meeting.
45. **Appointment of proxy**
- 45.1 A member may appoint a proxy to attend and vote at a **general meeting** on their behalf.
- 45.2 A proxy does not need to be a member.
- 45.3 A proxy appointed to attend and vote for a member has the same rights as the member to:
- (a) speak at the meeting,
 - (b) vote in a poll (but only to the extent allowed by the appointment), and
 - (c) join in to demand a poll under clause 42.
- 45.4 An appointment of proxy (proxy form) must be signed by the member appointing the proxy and must contain:
- (a) the member's name and address,
 - (b) the **company's** name,
 - (c) the proxy's name or the name of the office held by the proxy, and

- (d) the meeting(s) at which the appointment may be used.
 - 45.5 A proxy appointment may be standing (ongoing).
 - 45.6 An appointment of proxy must be received by the **company** at the address stated in the notice under clause 28.7(e) or at the **company's** registered address at least 72 hours before a meeting.
 - 45.7 An electronically authenticated appointment of proxy must:
 - (a) include a method of identifying the member; and
 - (b) include an indication of the member's approval of the information communicated.
 - 45.8 If the electronically authenticated appointment of proxy is done through either email or internet-based voting:
 - (a) the member must be identified by personal details including the member's name, and one of such details as either the residential address, email address or membership registration number; and
 - (b) the member's approval must be communicated by a form of security protection (for example, the entering of a confidential identification code).
 - 45.9 An undated appointment is taken to have been dated on the day it is given to the **company**.
 - 45.10 An appointment does not have to be witnessed.
 - 45.11 A later appointment revokes an earlier one if both appointments could not be validly exercised at the meeting.
 - 45.12 The notice appointing the proxy (appointment of proxy) must be in the form set out in [Schedule 1](#) or such form as determined by the **directors** from time to time.
 - 46. **Voting by proxy**
 - 46.1 A proxy is not entitled to vote on a show of hands (but this does not prevent a member appointed as a proxy from voting as a member on a show of hands).
 - 46.2 When a vote by poll is held, a proxy:
 - (a) does not need to vote, unless the appointment of proxy specifies the way they must vote;
 - (b) if the way they must vote is specified on the appointment of proxy, the proxy must vote that way;
 - (c) if the proxy is also a member or holds more than one proxy appointment, the proxy may cast the votes held in different ways; and
 - (d) if the proxy is a chair, the proxy must vote on a poll and must vote in the way specified, if specified on the appointment of proxy.
- If a proxy is also a member, this clause does not affect the way that the person can cast any votes the person holds as a member.
- 46.3 A proxy does not have the authority to speak and vote for a member at a meeting while the member is at the meeting.

- 46.4 Unless the **company** receives written notice before the start or resumption of a **general meeting** at which a proxy votes, a vote cast by the proxy is valid even if, before the proxy votes, the appointing member:
- (a) dies,
 - (b) becomes mentally incapacitated,
 - (c) revokes the proxy's appointment, or
 - (d) revokes the authority of a **representative** or agent who appointed the proxy.

Directors

47. Number of directors

- 47.1 The **company** must have at least three and no more than nine **directors**.
- 47.2 At least two of the **directors** and one **secretary** must ordinarily reside in Australia.

48. Election and appointment of directors

- 48.1 The initial **directors** are the people who have agreed to act as **directors** and who are named as proposed **directors** in the application for registration of the **company**.
- 48.2 The initial **directors** hold office until the end of the first annual **general meeting** of the **company** but, subject to this constitution, are eligible for election at that meeting. If they resign before the first annual **general meeting**, they may be replaced at a **general meeting** before the first annual **general meeting**, and their replacements hold office until the end of the first annual **general meeting**.
- 48.3 Apart from the initial **directors** and **directors** appointed under clause 48.9, the members may elect a director by a resolution passed in a **general meeting**.
- 48.4 At the **general meeting** each person entitled to vote and voting on the ballot may vote for a number of candidates equal to the number of vacancies.
- 48.5 The candidates receiving the greatest number of votes cast in their favour must be declared by the chair of the meeting to be elected as **directors**.
- 48.6 In the case of an equality of votes in respect of the **directors** a further ballot must be held immediately but if there is still an equality of votes the successful candidate must be determined by lot.
- 48.7 Each of the **directors** must be appointed by a separate resolution, unless:
- (a) the **members present** have first passed a resolution that the appointments may be voted on together, and
 - (b) no votes were cast against that resolution.
- 48.8 A person is eligible for election as a director of the **company** if they:
- (a) are a member of the **company**, or a **representative** of a member of the **company** (appointed under clause 31)
 - (b) are nominated by two members or **representatives** of members entitled to vote (unless the person was previously elected as a director at a **general**

- meeting** and has been a director since that meeting) in writing, signed by the candidate and both of the members who nominated the candidate,
- (c) give the **company** their signed consent to act as a director of the **company**, and
 - (d) are not ineligible to be a director under the **Corporations Act** or the **ACNC Act**.
- 48.9 The **directors** may appoint a person as a director to fill a casual vacancy or as an additional director if that person:
- (a) is a member of the **company**, or a **representative** of a member of the **company** (appointed under clause 31)
 - (b) gives the **company** their signed consent to act as a director of the **company**, and
 - (c) is not ineligible to be a director under the **Corporations Act** or the **ACNC Act**.
- 48.10 If the number of **directors** is reduced to fewer than three or is less than the number required for a quorum, the continuing **directors** may act for the purpose of increasing the number of **directors** to three (or higher if required for a quorum) or for calling a **general meeting**, but for no other purpose.
- 48.11 A nomination of a candidate for election must be received at the registered office of the **company** not later than 5pm AEST (Australian Eastern Standard Time) on the day which is 30 days prior to the annual **general meeting** at which the candidate seeks election.
- 48.12 A list of the candidates' names in alphabetical order together with the proposers' and seconders' names must be sent to members with the notice of the annual **general meeting**.
- 48.13 There is not a vacancy for the purpose of this clause because the number of **directors** is less than the maximum allowed under clause 47. There is a vacancy only if the number of **directors** is less than the number elected at the previous annual **general meeting**.
49. **Election of chair**
- The **directors** must elect a director as the **company's elected chair**.
50. **Term of office**
- 50.1 **Directors** who are appointed at a meeting of members take office immediately after the end of the meeting.
- 50.2 **Directors** who retire at a meeting of members continue to hold office until the end of the meeting.
- 50.3 At each annual **general meeting**:
- (a) any director appointed by the **directors** to fill a casual vacancy or as an additional director must retire, and
 - (b) at least one-third of the remaining **directors** must retire.

- 50.4 The **directors** who must retire at each annual **general meeting** under clause 50.3(b) will be the **directors** who have been longest in office since last being elected. Where **directors** were elected on the same day, the director(s) to retire will be decided by lot unless they agree otherwise.
- 50.5 Other than a director appointed under clause 48.9, a director's term of office starts at the end of the annual **general meeting** at which they are elected and ends at the end of the annual **general meeting** at which they retire.
- 50.6 Each **director** has a three-year term in office, unless they are re-elected at an annual **general meeting**.
- 50.7 A director who retires under clause 50.3 may nominate for election or re-election, subject to clause 50.8.
- 50.8 A director who has held office for a continuous period of nine years or more may only be re-appointed or re-elected by a **special resolution**.
51. **When a director stops being a director**
- A director stops being a director if they:
- (a) give written notice of resignation as a director to the **company**,
 - (b) die,
 - (c) are removed as a director by a resolution of the members,
 - (d) stop being a member of the **company**,
 - (e) are a **representative** of a member, and that member stops being a member,
 - (f) are a **representative** of a member, and the member notifies the **company** that the **representative** is no longer a **representative**,
 - (g) are absent for three consecutive **directors'** meetings without approval from the **directors**,
 - (h) become ineligible to be a director of the **company** under the **Corporations Act** or the **ACNC Act**,
 - (i) becomes bankrupt or suspends payment or compounds with their creditors,
 - (j) becomes of unsound mind or a person whose person or estate is liable to be dealt with in any way under the law relating to mental health, or
 - (k) becomes disqualified from being a director under the **Corporations Act** or any order made under the **Corporations Act**.
52. **Alternate directors**
- 52.1 A director may appoint any person approved by a majority of the other **directors** to act as an alternate director in place of the appointing director for a meeting or for a specified period.
- 52.2 An alternate director is entitled to receive notice of meetings of the **directors** and, if the appointor is not present at a meeting, is entitled to attend and vote instead.

- 52.3 Subject to the requirements of the **Corporations Act**, an alternate director is entitled to a separate vote for each director that the alternate director represents in addition to any vote the alternate director may have as a director in their own right.
- 52.4 An alternate director, when acting as a director, is responsible to the **company** for their own acts and defaults and is not to be taken as the agent of the director by whom they were appointed.
- 52.5 A director may revoke or suspend the appointment of an alternate director who they appointed.
- 52.6 The **directors** may suspend or remove an alternate director by resolution after giving the appointing director reasonable notice of their intention to do so.
- 52.7 An appointment, suspension or revocation takes effect only when the **company** has received notice in writing of the appointment, suspension or revocation. The notice may be given by facsimile.
- 52.8 The appointment of an alternate director automatically terminates:
- (a) if the appointor ceases to hold office as director;
 - (b) on the happening in respect of the alternate director any event which causes a director to vacate the office of director; or
 - (c) if the alternate director resigns from the appointment by written notice left at the registered office of the **company**.
- 52.9 A director or any other person may act as alternate director to represent more than one director.
- 52.10 Subject to the **Corporations Act**, in determining whether a quorum is present at a meeting of **directors**, an alternate director who attends the meeting is to be counted as a director for each director on whose behalf the alternate director is attending the meeting.

Powers of directors

53. **Powers of directors**
- 53.1 The **directors** are responsible for managing and directing the activities of the **company** to achieve the purpose(s) set out in clause 8.
- 53.2 The **directors** may use all the powers of the **company** except for powers that, under the **Corporations Act** or this constitution, may only be used by members.
- 53.3 The **directors** must decide on the responsible financial management of the **company** including:
- (a) any suitable written delegations of power under clause 56, and
 - (b) how money will be managed, such as how electronic transfers, negotiable instruments or cheques must be authorised and signed or otherwise approved.
- 53.4 Subject to clause 11, the **directors** may exercise all the powers of the **company** to borrow money, to charge any property or business of the **company** and to issue

debentures or give any other security for a debt, liability or obligation of the **company** or of any other person.

53.5 The **directors** cannot remove a director or **auditor**. **Directors** and **auditors** may only be removed by a members' resolution at a **general meeting**.

54. **Appointment of attorney**

54.1 The **directors** may appoint any person or persons to be the attorney or attorneys of the **company** for the purposes, with the powers and discretions (being powers and discretions vested in or exercisable by the **directors**), for the period and subject to the conditions they see fit.

54.2 A power of attorney may contain the provisions for the protection and convenience of persons dealing with the attorney that the **directors** see fit and may also authorise the attorney to delegate all or any of the powers and discretions vested in the attorney.

55. **Negotiable instruments**

55.1 Any two **directors** may sign, draw, accept, endorse or otherwise execute a negotiable instrument.

55.2 The **directors** may determine that a negotiable instrument, including a class of negotiable instrument, may be signed, drawn, accepted, endorsed or otherwise executed in a different way.

56. **Delegation of directors' powers**

56.1 The **directors** may delegate any of their powers and functions to a committee, a director, an employee of the **company** (such as a chief executive officer) or any other person, as they consider appropriate.

56.2 The delegation must be recorded in the **company's** minute book.

56.3 A delegate must exercise the powers delegated to it in accordance with any directions of the **directors**. The exercise of the power by the delegate is as effective as if the **directors** had exercised it.

56.4 The meetings and proceedings of any committee of **directors** are governed by the provisions in this constitution regulating the meetings and proceedings of the **directors**.

56.5 For managing any affairs of the **company** in any specified locality the **directors** may:

- (a) establish any local committees, boards or branches;
- (b) appoint any members of the **company** or any nominated **representative** of a corporate member to be a member of the local committee, board or branch;
- (c) appoint any managers or agents, fix their remuneration and delegate to them any of the powers vested in the **directors**; and
- (d) authorise the members for the time being of the local committee, board or branch to fill any vacancies on it and to act despite vacancies.

56.6 In the exercise of delegated powers, any committee formed (including a committee of **directors** and a local board or branch) or person or persons appointed to the

committee must conform to any regulations that may be imposed by the **directors**. The committee may be authorised to sub delegate any of the powers vested in it.

56.7 A local committee, board or branch may remove any person appointed under clause 56.5(c) and may revoke or vary the delegation but no person dealing in good faith and without notice of the revocation or variation is affected by it.

57. **Validation of acts of directors and secretaries**

57.1 An act done by a director or **secretary** of the **company** is effective even if their appointment, or the continuance of their appointment is invalid because the **company**, the director or **secretary** did not comply with this constitution or any provision of the **Corporations Act**.

57.2 Clause 57.1 does not deal with the question whether an effective act by a director or **secretary**:

- (a) binds the **company** in its dealings with other people; or
- (b) makes the **company** liable to another person.

57.3 Where a person whose office as director of the **company** is vacated under a provision of the **Corporations Act** purports to do an act as a director of the **company**, that act is as valid, in relation to a person dealing with the **company** in good faith and for value and without actual knowledge of the matter because of which the office was vacated, as if the office had not been vacated.

58. **No directors' remuneration**

58.1 No director may receive any remuneration for their services in their capacity as a director of the **company**.

58.2 The **company** may permit payments to **directors** in the following circumstances:

- (a) for the payment of out-of-pocket expenses incurred in carrying out the duties of a director where the payments do not exceed an amount previously approved by the board;
- (b) 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; or
- (c) as an employee of the **company** where the terms of employment have been approved by a resolution of the board.

58.3 The **company** may pay premiums for insurance indemnifying **directors** and officers, as allowed for by law (including the **Corporations Act**) and this constitution.

58.4 The **directors** must approve all payments the **company** makes to its **directors**.

59. **Execution of documents**

59.1 The **company** executes a document with its common seal if the fixing of the seal is witnessed by:

- (a) two **directors** of the **company**;
- (b) a director and a **secretary** of the **company**; or

- (c) a director and any other person authorised by the **directors** for that purpose.
- 59.2 The **company** may execute a document without using a common seal if the document is signed by:
 - (a) two **directors** of the **company**, or
 - (b) a director and the **secretary**.
- 59.3 The same person may not sign in the dual capacities of director and **secretary**.
- 59.4 A director may sign any document as director, with or without the common seal, although the document relates to a contract, arrangement, dealing or other transaction in which they are interested and their signature complies with the requirements of this constitution as to execution despite their interest.
- 59.5 This clause does not limit the ways in which the **directors** may authorise documents (including deeds) to be executed on behalf of the **company**.

Duties of directors

60. Duties of directors

The **directors** must comply with their duties as **directors** under legislation and common law (judge-made law), and with the duties described in governance standard 5 of the regulations made under the **ACNC Act** which are:

- (a) to exercise their powers and discharge their duties with the degree of care and diligence that a reasonable individual would exercise if they were a director of the **company**;
- (b) to act in good faith in the best interests of the **company** and to further the charitable purpose(s) of the **company** set out in clause 8;
- (c) not to misuse their position as a director;
- (d) not to misuse information they gain in their role as a director;
- (e) to disclose any perceived or actual material conflicts of interest in the manner set out in clause 61;
- (f) to ensure that the financial affairs of the **company** are managed responsibly; and
- (g) not to allow the **company** to operate while it is insolvent.

61. Conflicts of interest

- 61.1 A director must disclose the nature and extent of any actual or perceived material conflict of interest in a matter that is being considered at a meeting of **directors** (or that is proposed in a circular resolution):
 - (a) to the other **directors**, or
 - (b) if all of the **directors** have the same conflict of interest, to the members at the next **general meeting**, or at an earlier time if reasonable to do so.

- 61.2 The disclosure of a conflict of interest by a director must be recorded in the minutes of the meeting.
- 61.3 Each director who has a material personal interest in a matter that is being considered at a meeting of **directors** (or that is proposed in a circular resolution) must not, except as provided under clause 61.4:
- (a) be counted in a quorum,
 - (b) be present at the meeting while the matter is being discussed, or
 - (c) vote on the matter.
- 61.4 A director may still be present and vote if:
- (a) their interest arises because they are a member of the **company**, and the other members have the same interest;
 - (b) their interest relates to an insurance contract that insures, or would insure, the director against liabilities that the director incurs as a director of the **company** (see clause 91);
 - (c) their interest relates to a payment by the **company** under clause 90 (indemnity), or any contract relating to an indemnity that is allowed under the **Corporations Act**;
 - (d) the Australian Securities and Investments Commission (ASIC) makes an order allowing the director to vote on the matter; or
 - (e) the **directors** who do not have a material personal interest in the matter pass a resolution that:
 - i. identifies the director, the nature and extent of the director's interest in the matter and how it relates to the affairs of the company, and
 - ii. says that those directors are satisfied that the interest should not stop the director from voting or being present.
62. **Other directorships and shareholdings**
- 62.1 Without limiting clause 63 a director may to the extent permitted by the **Corporations Act**:
- (a) hold any other office or place of profit under the **company** (other than the office of **auditor**) in conjunction with the office of director;
 - (b) be interested in any operation, undertaking or business undertaken or assisted by the **company** or in which the **company** is or may be interested.
- 62.2 A director of the **company** may be or become a director, officer, employee or member of any company promoted by the **company** or in which the **company** may be interested as a vendor, shareholder or otherwise and is not accountable for any remuneration or benefits received as a director, officer, employee or member of the other company.
- 62.3 Subject to the **Corporations Act**:
- (a) the **directors** of the **company** may exercise the voting power conferred by the shares or other interest held by the **company** in another company in

favour of a resolution appointing themselves or any of them as **directors** or other officers of the other company;

- (b) any director of the **company** may vote at a meeting of **directors** of the **company** in favour of a resolution that the **company** exercises its voting power conferred by the shares or other interest held by the **company** in the other company to appoint that director as a director or other officer of the other company;
- (c) any director of the **company** may be appointed as **representative** of the **company** and may vote at a **general meeting** of the other company in favour of a resolution appointing that director as a director or other officer of the other company; and
- (d) a director of the **company** who is also a director of the other company may vote as a director of the other company in whatever manner they see fit, including voting in favour of a resolution appointing the director to any other office in the other company and a resolution appointing any other **directors** of the **company** as **directors** or other officers of the other company.

63. Effect of interest in contract

63.1 Subject to the **Corporations Act**, if a director has an interest in a contract or proposed contract with the **company** (other than as a member), or a conflicting interest or duty in relation to any other matter being considered by the **directors**, and the director discloses the nature and extent of the interest or duty at a meeting of the **directors** or by written notice to the **secretary** of the **company**:

- (a) the contract may be entered into; and
- (b) if the disclosure is made before the contract is entered into:
 - i. the director may retain benefits under the contract even though the director has an interest in the contract;
 - ii. the **company** cannot avoid the contract merely because of the existence of the interest; and
 - iii. the director is not disqualified from the office of director.

63.2 For the purposes of clause 63.1 contract includes an arrangement, dealing or other transaction.

64. Standing notice of interest

64.1 A director who has an interest in a matter may give the other **directors** standing notice of the nature and extent of the interest in the matter. The notice may be given at any time and whether or not the matter relates to the affairs of the **company** at the time the notice is given.

64.2 Under clause 64.1, a notice may be given:

- (a) at a **directors'** meeting (either orally or in writing); or
- (b) to the other **directors** individually in writing.

64.3 If the standing notice is given to the other **directors** individually in writing:

- (a) the notice is effective when it has been given to every director; and

- (b) the notice must be tabled at the next **directors'** meeting after it is given.
- 64.4 The director must ensure that the nature and extent of the interest is recorded in the minutes of the meeting at which the standing notice is given or tabled.

Directors' meetings

65. When the directors meet

The **directors** may decide how often, where and when they meet.

66. Calling directors' meetings

- 66.1 A director may call a **directors'** meeting by giving reasonable notice to all of the other **directors**.
- 66.2 A director may give notice in writing or by any other means of communication that has previously been agreed to by all of the **directors**.

67. Waiver of notice

- 67.1 All resolutions of the **directors** passed at a meeting where a quorum is present but where notice of meeting has not been given to each director, or any act carried out under any of the resolutions, is as valid as if notice of meeting had been given to all **directors** if each director to whom notice was not given subsequently agrees to waive the notice.

68. Chair for directors' meetings

- 68.1 The **elected chair** is entitled to chair **directors'** meetings.
- 68.2 The **directors** at a **directors'** meeting may choose a director to be the chair for that meeting if the **elected chair** is:
- (a) not present within 30 minutes after the starting time set for the meeting, or
 - (b) present but does not want to act as chair of the meeting.

69. Quorum at directors' meetings

- 69.1 Unless the **directors** determine otherwise, the quorum for a **directors'** meeting is a majority (more than 50%) of **directors**.
- 69.2 The quorum cannot be less than three **directors**.
- 69.3 A quorum must be present for the whole **directors'** meeting.

70. Using technology to hold directors' meetings

- 70.1 The **directors** may hold their meetings by using any technology (such as video or teleconferencing) that is agreed to by all of the **directors**.
- 70.2 The **directors'** agreement may be a standing (ongoing) one.
- 70.3 A director may only withdraw their consent within a reasonable period before the meeting.

71. **Passing directors' resolutions**

- 71.1 A **directors'** resolution must be passed by a majority of the votes cast by **directors** present and entitled to vote on the resolution. The chair has the casting vote, if necessary, in addition to any vote they have in their capacity as a director.
- 71.2 The chair has a discretion both as to whether or not to use the casting vote and as to the way in which it is used.
- 71.3 A person who is an alternate director is entitled (in addition to their own vote if they are a director) to one vote on behalf of each director whom they represent as an alternate director at the meeting and who is not present at the meeting.

72. **Circular resolutions of directors**

- 72.1 The **directors** may pass a circular resolution without a **directors'** meeting being held.
- 72.2 A circular resolution is passed if all the **directors** entitled to vote on the resolution sign or otherwise agree to the resolution in the manner set out in clause 72.3 or clause 72.4.
- 72.3 Each director may sign:
- (a) a single document setting out the resolution and containing a statement that they agree to the resolution, or
 - (b) separate copies of that document, as long as the wording of the resolution is the same in each copy.
- 72.4 The **company** may send a circular resolution by email to the **directors** and the **directors** may agree to the resolution by sending a reply email to that effect, including the text of the resolution in their reply.
- 72.5 A circular resolution is passed when the last director signs or otherwise agrees to the resolution in the manner set out in clause 72.3 or clause 72.4.

Officers

73. **Executive officer**

- 73.1 The **directors** may appoint any person, not being a director, to the position of executive officer for the period and on the terms (including as to remuneration) the **directors** see fit.
- 73.2 The executive officer is not a member of the board of the **company** but may attend meetings of the **directors** except where the **directors** otherwise request.
- 73.3 The **directors** may, upon terms and conditions and with any restrictions they see fit, confer on an executive officer any of the powers that the **directors** can exercise.
- 73.4 Any powers so conferred may be concurrent with, or to the exclusion of, the powers of the **directors**.
- 73.5 The **directors** may revoke or vary:
- (a) an appointment; or
 - (b) any of the powers conferred on an executive officer

- 73.6 If an executive officer becomes incapable of acting in that capacity the **directors** may appoint any other person, not being a director, to act temporarily as executive officer.
74. **Office bearers**
- 74.1 The office bears of the **company** are:
- (a) the chair;
 - (b) the treasurer; and
 - (c) the **secretary**.
- 74.2 The first office bearers of the **company** are elected by the **initial members** and shall hold office until the end of the first meeting of the **directors** held after the first annual **general meeting** of the **company**.
- 74.3 Subsequent office bearers are elected by the **directors** at the first meeting of the **directors** held after the annual **general meeting** and hold office until the end of the first meeting of the **directors** held after the next annual **general meeting**.
- 74.4 The **directors** present must appoint one of their number to act as chair of the meeting for the purpose of the election.
- 74.5 Only **directors** may be office bearers. Any director is eligible for election to any office bearer position.
- 74.6 Each director standing for election as an office bearer must be proposed by another director.
- 74.7 If a director stands for election for more than one position as an office bearer separate nominations must be received in respect of each position.
- 74.8 A nomination may be:
- (a) in writing, received by the **secretary** not less than 24 hours prior to the board meeting at which the election is to take place and signed by the candidate and the proposer; or
 - (b) made orally at the meeting, provided that the candidate is present and consents to the nomination.
75. **The election of officers**
- 75.1 If there is only one candidate for election to any office bearer position that person is declared elected to that position.
- 75.2 If there is more than one candidate for election to any office bearer position a ballot must be held among the **directors**. The candidate receiving the greatest number of votes cast in their favour is declared elected to that position.
- 75.3 In the case of an equality of votes in respect of any position a further ballot must be held immediately but if there is still an equality of votes the successful candidate must be determined by lot.
- 75.4 If a director is elected to a position as office bearer then their nomination, if any, for any other position must be treated as withdrawn before the election is held in respect of the other position or positions.

75.5 Subject to this, a ballot is conducted in the manner the **directors** determine.

Secretary

76. Appointment and role of secretary

- 76.1 The **company** must have at least one **secretary**, who may also be a director.
- 76.2 A **secretary** must be appointed by the **directors** (after giving the **company** their signed consent to act as **secretary** of the **company**) and may be removed by the **directors**.
- 76.3 The **directors** may appoint a person as an acting **secretary** or as a temporary substitute for a **secretary**.
- 76.4 The **directors** must decide the terms and conditions under which the **secretary** is appointed, including any remuneration.
- 76.5 The role of the **secretary** includes:
- (a) maintaining a **register** of the **company's** members, and
 - (b) maintaining the minutes and other records of **general meetings** (including notices of meetings), **directors'** meetings and circular resolutions.

Minutes and records

77. Minutes and records

- 77.1 The **company** must, within one month, make and keep the following records:
- (a) minutes of proceedings and resolutions of **general meetings**;
 - (b) a copy of a notice of each **general meeting**; and
 - (c) a copy of a members' statement distributed to members under clause 37.
- 77.2 The **company** must, within one month, make and keep the following records:
- (a) minutes of proceedings and resolutions of **directors'** meetings (including meetings of any committees), and
 - (b) minutes of circular resolutions of **directors**.
- 77.3 The **company** must give a member access to the records set out in clause 77.1, and the **directors** may authorise a member to inspect other records of the **company**, including records referred to in clause 77.2 and clause 79.1.
- 77.4 A member other than a director does not have the right to inspect any document of the **company**, other than the minute books for the meetings of its members and for resolution of members passed without meetings, except as provided by law or authorised by the **directors** or by the **company** in **general meeting**.
- 77.5 The **directors** must ensure that minutes of a **general meeting** or a **directors'** meeting are signed within a reasonable time after the meeting by:
- (a) the chair of the meeting, or
 - (b) the chair of the next meeting.

- 77.6 The **directors** must ensure that minutes of the passing of a circular resolution of **directors** is signed by a director within a reasonable time after the resolution is passed.
- 77.7 Without limiting clauses 77.1 and 77.2, the **directors** must record in the minute books:
- (a) all appointments of officers;
 - (b) the names of the **directors** and alternate **directors** present at all meetings of **directors** and the **company**;
 - (c) in the case of a technology meeting, the method by which the meeting was held;
 - (d) all orders, resolutions and proceedings of **general meetings** and of meetings of the **directors** and of committees formed by the **directors**;
 - (e) proxy votes exercisable and exercised in respect of each resolution at a meeting; and
 - (f) all other matters required by the **Corporations Act** to be recorded in the minute books, including each notice and standing notice given by a director of a material personal interest in a matter that relates to the affairs of the **company**.
78. **Confidential information**
- 78.1 Except as provided by the **Corporations Act**, no member (not being a director) is entitled to require or receive any information concerning the business, trading or customers of the **company** or any trade secret, secret process or other confidential information of or used by the **company**.
79. **Financial and related records**
- 79.1 The **company** must make and keep written financial records that:
- (a) correctly record and explain its transactions and financial position and performance, and
 - (b) enable true and fair financial statements to be prepared and to be audited.
- 79.2 The **company** must also keep written records that correctly record its operations.
- 79.3 The **company** must retain its records for at least seven years.
- 79.4 The **directors** must take reasonable steps to ensure that the **company's** records are kept safe.
- 79.5 The **directors** must distribute copies of every financial statement (including every document required by law to be attached to it) as required by the **Corporations Act**.
80. **Company reports**
- If the **company** earns less than \$1 million revenue per year and is endorsed by the Australian Taxation Office as a deductible gift recipient, it will need to produce the following reports:
- (a) financial report;

- (b) **director's** report; and
- (c) **auditor's** report (if applicable).

81. Director's report

The annual **directors'** report, if required, must:

- (a) contain a description of the short and long term objectives of the **company**;
- (b) set out the **company's** strategy for achieving those objectives;
- (c) state the **company's** principal activities during the year;
- (d) state how those activities assisted in achieving the **company's** objectives;
- (e) state how the **company** measures its performance, including any key performance indicators used by the **company**;
- (f) include the name of each director of the **company** at any time during the year and the period for which they were a director;
- (g) include details of each director's qualification, experience and special responsibilities;
- (h) include the number of board meetings and each director's attendance at those board meetings;
- (i) for each class of membership in the **company**, include the amount which a member of that class is liable to contribute if the **company** is wound up; and
- (j) include the total amount that members of the **company** are liable to contribute if the **company** is wound up.

82. Financial report

82.1 The first financial year of the **company** may last for 12 months or such other period (not longer than 18 months) determined by the **directors**. Each subsequent financial year must:

- (a) start at the end of a previous financial year; and
- (b) be 12 months long.

82.2 The financial report, if required, must consist of:

- (a) financial statements;
- (b) notes to financial statements; and
- (c) **directors'** declaration;

for the financial year.

82.3 The financial statements include:

- (a) statement of financial performance;
- (b) statement of financial position;
- (c) statement of cash flows; and

- (d) if required by accounting standards, consolidated statement of financial performance, statement of financial position and statement of cash flows for the accounting period.
- 82.4 The **directors** must make a **directors'** declaration as part of the financial report, stating:
- (a) whether, in the **directors'** opinion, there are reasonable grounds to believe that the **company** will be able to pay its debts as and when they become due and payable; and
 - (b) whether, in the **directors'** opinion, the financial statements and notes are in accordance with the **Corporations Act**, including that they:
 - i. comply with accounting standards; and
 - ii. give a true and fair view.
83. **Auditor's report**
- 83.1 If a financial report is required, it must be either audited or reviewed, unless a direction is given by members or ASIC, and the direction specifically does not require an audit or review.
- 83.2 If the financial report must be audited, then the **company** must obtain an **auditor's** report in which the **auditor** reports to members on whether the **auditor** is of the opinion that the financial report complies with the applicable accounting standards and gives a true and fair view of the financial position and performance of the **company**.
- 83.3 The **auditor** must form an opinion about:
- (a) whether the financial report is in accordance with the **Corporations Act**, including compliance with accounting standards and whether the financial statements and notes for the financial year give a true and fair view of the financial position and performance of the **company**;
 - (b) whether the **auditor** has been given all information, explanation and assistance necessary for the conduct of the audit;
 - (c) whether the **company** has kept financial records sufficient to enable a financial report to be prepared and audited; and
 - (d) whether the **company** has kept other records and registers as required by the **Corporations Act**.
- 83.4 The **company's auditor** must be ASIC registered as a **company auditor**.
- 83.5 If the financial report may be reviewed, then the **company** must obtain a report in which the **auditor** reports to members on whether the **auditor** became aware of any matters in the course of the review that make the **auditor** believe that the financial report does not comply with the **Corporations Act** requirements for financial reports.
- 83.6 If the report is to be reviewed, but not audited then the **auditor** need not be ASIC registered, but must be a member of and hold a practising certificate issued by the Institute of Chartered Accountants in Australia, CPA Australia Ltd or the National Institute of Accountants.

- 83.7 If the financial report is to be audited or reviewed for the **company's** financial year, then the **auditor** must provide the **directors** with a written declaration that to the best of the individual **auditor's** knowledge and belief, there have been no contraventions of the **auditor** independence requirements of the **Corporations Act** (in relation to the audit or review) or any applicable code of professional conduct. This **auditor's** declaration is to be included in the **directors'** report.

By-laws

84. By-laws

- 84.1 The **directors** may pass a resolution to make by-laws to give effect to this constitution.
- 84.2 Members and **directors** must comply with by-laws as if they were part of this constitution.

Notice

85. What is notice

- 85.1 Anything written to or from the **company** under any clause in this constitution is written notice and is subject to clauses 86 to 88, unless specified otherwise.
- 85.2 Clauses 86 to 88 do not apply to a notice of proxy under clause 45.6.

86. Notice to the company

Written notice or any communication under this constitution may be given to the **company**, the **directors** or the **secretary** by:

- (a) delivering it to the **company's** registered office
- (b) posting it to the **company's** registered office or to another address chosen by the **company** for notice to be provided
- (c) sending it to an email address or other electronic address notified by the **company** to the members as the **company's** email address or other electronic address, or
- (d) sending it to the fax number notified by the **company** to the members as the **company's** fax number.

87. Notice to members

- 87.1 Written notice or any communication under this constitution may be given to a member:
- (a) in person
 - (b) by posting it to, or leaving it at the address of the member in the **register** of members or an alternative address (if any) nominated by the member for service of notices
 - (c) sending it to the email or other electronic address nominated by the member as an alternative address for service of notices (if any)

- (d) sending it to the fax number nominated by the member as an alternative address for service of notices (if any), or
 - (e) if agreed to by the member, by notifying the member at an email or other electronic address nominated by the member, that the notice is available at a specified place or address (including an electronic address).
- 87.2 If the **company** does not have an address for the member, the **company** is not required to give notice in person.
88. **When notice is taken to be given**
- A notice:
- (a) delivered in person, or left at the recipient's address, is taken to be given on the day it is delivered
 - (b) sent by post, is taken to be given on the third day after it is posted with the correct payment of postage costs
 - (c) sent by email, fax or other electronic method, is taken to be given on the **business day** after it is sent, and
 - (d) given under clause 87.1(e) is taken to be given on the **business day** after the notification that the notice is available is sent.

Financial year

89. **Company's financial year**

The **company's** financial year is from 1 July to 30 June, unless the **directors** pass a resolution to change the financial year.

Indemnity, insurance and access

90. **Indemnity**

90.1 The **company** indemnifies each officer of the **company** out of the assets of the **company**, to the relevant extent, against all losses and liabilities (including costs, expenses and charges) incurred by that person as an officer of the **company**.

90.2 In this clause, 'to the relevant extent' means:

- (a) to the extent that the **company** is not precluded by law (including the **Corporations Act**) from doing so, and
- (b) for the amount that the officer is not otherwise entitled to be indemnified and is not actually indemnified by another person (including an insurer under an insurance policy).

90.3 The indemnity is a continuing obligation and is enforceable by an officer even though that person is no longer an officer of the **company**.

91. **Insurance**

To the extent permitted by law (including the **Corporations Act**), and if the **directors** consider it appropriate, the **company** may pay or agree to pay a premium for a

contract insuring a person who is or has been an officer of the **company** against any liability incurred by the person as an officer of the **company**, except a liability (other than one for legal costs) arising out of:

- (a) conduct involving a wilful breach of duty in relation to the **company**; or
- (b) a contravention of section 182 or 183 of the **Corporations Act**.

92. **Director voting on contract of indemnity or insurance**

Despite anything in this constitution, a director is not precluded from voting in respect of any contract or proposed contract of indemnity or insurance, merely because the contract indemnifies or insures or would indemnify or insure the director against a liability incurred by the director as an officer of the **company** or of a related body corporate.

93. **Directors' access to documents**

93.1 A director has a right of access to the financial records of the **company** at all reasonable times.

93.2 If the **directors** agree, the **company** must give a director or former director access to:

- (a) certain documents, including documents provided for or available to the **directors**, and
- (b) any other documents referred to in those documents.

94. **Liability**

94.1 An officer of the **company** is not liable for the act, neglect or default of any other officer or for joining in any act or for any other loss, expense or damage which arises in the execution of the duties of their office unless it arises through their own negligence, default, breach of duty or breach of trust.

94.2 For the purposes of clauses 90, 91, 92, 93, and 94, 'officer' means a director or **secretary** or a member of a local committee, board or branch appointed under clause 56.5.

Winding up

95. **Surplus assets not to be distributed to members**

95.1 If the **company** is wound up, any **surplus assets** must not be distributed to a member or a former member of the **company**, unless that member or former member is a charity described in clause 96.1.

96. **Distribution of surplus assets**

96.1 Subject to the **Corporations Act** and any other applicable Act, and any court order, any **surplus assets** (including 'gift funds' defined in clause 96.4) that remain after the **company** is wound up must be distributed to one or more charities:

- (a) with charitable purpose(s) similar to, or inclusive of, the purpose(s) in clause 8, and

- (b) which also prohibit the distribution of any **surplus assets** to its members to at least the same extent as the **company**, and
 - (c) that is or are deductible gift recipients within the meaning of the *Income Tax Assessment Act 1997 (Cth)*.
- 96.2 The decision as to the charity or charities to be given the **surplus assets** must be made by a **special resolution** of members at or before the time of winding up. If the members do not make this decision, the **company** may apply to the Supreme Court to make this decision.
- 96.3 If the **company's** deductible gift recipient endorsement is revoked (whether or not the **company** is to be wound up), any surplus gift funds must be transferred to one or more charities that meet the requirements of clauses 96.1(a), (b) and (c), as decided by the **directors**.
- 96.4 For the purpose of this clause:
- (a) 'gift funds' means:
 - i. Gifts of money or property for the principal purpose of the **company**
 - ii. Contributions made in relation to a fund-raising event held for the principal purpose of the **company**, and
 - iii. Money received by the **company** because of such gifts and contributions
 - (b) 'contributions' and 'fund-raising event' have the same meaning as Division 30 of the *Income Tax Assessment Act 1997 (Cth)*.

Formalities omitted

97. Formalities omitted

- 97.1 If some formality required by this constitution is inadvertently omitted or is not carried out the omission does not invalidate anything, including any resolution, which but for the omission would have been valid unless it is proved to the satisfaction of the **directors** that the omission has directly prejudiced any member financially. The decision of the **directors** is final and binding on all members.

Definitions and interpretation

98. Definitions

In this constitution:

ACNC Act means the *Australian Charities and Not-for-profits Commission Act 2012 (Cth)*;

auditor means any person appointed for the time being to perform the duties of an **auditor** of the **company**;

business day means a day that is not a Saturday, a Sunday or a public holiday or bank holiday in the place where the **company** has its registered office;

company means the **company** referred to in clause 1;

Corporations Act means the *Corporations Act 2001 (Cth)*;

directors means the **directors** for the time being of the **company** or the **directors** assembled as a board;

elected chair means a person elected by the **directors** to be the **company's** chair under clause 49;

general meeting means a meeting of members and includes the annual **general meeting**, under clause 27.1;

initial member means a person who is named in the application for registration of the **company**, with their consent, as a proposed member of the **company**;

member present means, in connection with a **general meeting**, a **member present** in person, by **representative** or by proxy at the venue or venues for the meeting;

register means the **register** of members to be kept pursuant to **Corporations Act**;

registered charity means a charity that is registered under the **ACNC Act**;

representative means a person authorised to act as a **representative** of a body corporate pursuant to section 250D of **Corporations Act**;

secretary means any person appointed to perform the duties of **secretary** of the **company** and any person appointed to act temporarily as **secretary**;

special resolution means a resolution:

- (a) of which notice has been given under clause 28.7(c), and
- (b) that has been passed by at least 75% of the votes cast by **members present** and entitled to vote on the resolution; and

surplus assets means any assets of the **company** that remain after paying all debts and other liabilities of the **company**, including the costs of winding up.

99. **Reading this constitution with the Corporations Act**

99.1 The replaceable rules set out in the **Corporations Act** do not apply to the **company**.

99.2 While the **company** is a **registered charity**, the **ACNC Act** and the **Corporations Act** override any clauses in this constitution which are inconsistent with those Acts.

99.3 If the **company** is not a **registered charity** (even if it remains a charity), the **Corporations Act** overrides any clause in this constitution which is inconsistent with that Act.

99.4 A word or expression that is defined in the **Corporations Act**, or used in that Act and covering the same subject, has the same meaning as in this constitution.

100. **Interpretation**

In this constitution:

- (a) the words 'including', 'for example', or similar expressions mean that there may be more inclusions or examples than those mentioned after that expression,
- (b) reference to an Act includes every amendment, re-enactment, or replacement of that Act and any subordinate legislation made under that Act (such as regulations),

- (c) reference to:
 - i. one gender includes the others;
 - ii. the singular includes the plural and the plural includes the singular;
and
 - iii. a person includes a body corporate.
- (d) except so far as the contrary intention appears in this constitution:
 - i. an expression has in this constitution the same meaning as in **Corporations Act** ; and
 - ii. if an expression is given different meanings for the purposes of different provisions of **Corporations Act**, the expression has, in a provision of this constitution that deals with a matter dealt with by a particular provision of **Corporations Act**, the same meaning as in that provision of **Corporations Act**.
- (e) headings and any table of contents or index are for convenience only and do not form part of this constitution or affect its interpretation.

Schedule 1 Appointment of Proxy (Proxy Form)

Stage Managers Association Australia Ltd

ACN(company)

For Initial, Professional, Student, Associate and Life Members –

Member's Full Name:

Member's Residential Address:

For Corporate Members –

Company's Name:

Company's Main Business Address:

Member's Representative's Full Name:

Member's Representative's Residential Address:

I/We, being a member/s of the **company** appoint *(strike out as applicable)*:

- the Chair of the meeting or,
- *(insert Full Name of proxy)*:

as my/our proxy to attend, speak and vote on my/our behalf at the *(strike out as applicable)* Annual General Meeting / Special General Meeting / General Meeting of the **company** to be held on *[Day Month Year at Time am / pm AEST/AEDT]* and at any adjournment of the meeting.

I/We direct my/our proxy to vote on the following *(strike out as applicable)* Special Resolutions / Resolutions as I/we have indicated by marking the appropriate box with an 'X'. If no indication is given, my/our proxy will vote or abstain from voting at their discretion, and I/we authorise my/our proxy to vote (or abstain from voting) as they think fit in relation to any other matter which is properly put before the meeting.

Special Resolution / Resolution	For	Against	Abstain
	Mark appropriate column with X'		
<i>[Insert Resolution]</i>			

Signature
Print Name
Date

Return this form to *[insert company email address for service]* 72 hours before the *(strike out as applicable)* Annual General Meeting / Special General Meeting / General Meeting to be held on *[Day Month Year at Time am / pm AEST / AEDT]*