

**CONSTITUTION**

**OF**

**ASSOCIATION OF AUSTRALIAN HOTEL SCHOOLS LIMITED**

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## PART 1 - PRELIMINARY

### 1. DEFINITIONS

In this constitution:

**“Act”** means the Corporations Act 2001 as it applies to the Company;

**“Alternate Director”** means a director appointed by a Director to exercise some or all of the Director’s powers.

**“Annual Subscription Fee”** means the annual fee of \$500 payable by Members to the Company (such fee being subject to increases determined from time to time in respect of all Members or particular categories of Members by ordinary resolution of the Company in General Meeting);

**“Associate Member”** means a person admitted as a Member under clause 17 who is not entitled to vote;

**“Auditor”** means the auditor of the Company.

**“Board”** means:

- (a) the board of Directors of the Company; or
- (b) one or more Directors with authority to act for the Company;

**“Chairperson”** means the person elected by Voting Members to chair Board meetings and General Meetings under clause 23.2;

**“Company”** means Association of Australian Hotel Schools Limited;

**“Corporation”** means a corporation wherever incorporated or resident and includes a company wherever incorporated or resident;

**“Delegate”** in relation to a Member means a representative, proxy or attorney of that Member;

**“Director”** means a director of the Company and includes an Alternate Director properly acting as a director;

**“Eligible Ordinary Member”** means an Ordinary Member of at least 2 continuous years standing.

**“General Meeting”** means any meeting of the Members convened and held according to this constitution and includes every Annual General Meeting;

**“Guest”** means a person invited by a Member, with the approval of the Chairperson, to attend and to speak at, but not vote at General Meetings;

**“Joining Fee”** means a one off payment of \$1000 due and payable within 30 days of becoming a Member or such other amount as is determined by ordinary resolution of the Company in General Meeting;

**“Member”** means a Senior Member, an Ordinary Member or an Associate Member except where otherwise expressly stated;

**“Membership Criteria”** means the criteria set out in clause 12;

**“Month”** means calendar month;

**“Office”** means the registered office for the time being of the Company;

**“Ordinary Member”** means a Voting Member who is not a Senior Member;

**"Replaceable Rule"** means any provision of those sections and sub-sections of the Act which are designated under section 141 as "replaceable rules" and so capable of being displaced or modified by a company's constitution;

**"Secretary"** means any person appointed by ordinary resolution of the Company in General Meeting to perform the duties of a secretary of the Company;

**"Senior Member"** means those members listed at clause 8.1 until they resign in accordance with clause 14.2, or an Eligible Ordinary Member who has been appointed by the Company to become a Senior Member in accordance with clause 8.3;

**"Special Resolution"** has the meaning given by Section 9 namely, a resolution:

- (a) of which notice as set out in paragraph 249L(c) has been given; and
- (b) that has been passed by at least 75% of the votes cast by Voting Members present in person or by their Delegate or Delegates (as the case may be) entitled to vote on the resolution;

**"Voting Member"** means a Senior Member or an Ordinary Member.

## 2. INTERPRETATION

In this constitution, unless the contrary intention appears:

- 2.1 subject to clause 1, a word has the same meaning as the definition of the word in the Act;
- 2.2 a reference to a section is to a section of the Act, and includes any substituted statutory provision;
- 2.3 neuter includes masculine and feminine;
- 2.4 singular includes plural and vice versa;
- 2.5 reference to a person includes corporations and natural persons;
- 2.6 headings do not affect interpretation;
- 2.7 where an expression is defined, another grammatical form of that expression has a corresponding meaning;

## 3. REPLACEABLE RULES

All the Replaceable Rules are displaced by this constitution.

## 4. ACT

Despite any other provision in this constitution:

- 4.1 if the Act prohibits a thing being done, the thing may not be done;
- 4.2 if the Act requires a thing to be done, authority is given for that thing;
- 4.3 if a provision of this constitution is or becomes inconsistent with the Act (other than a Replaceable Rule), that provision must be read down or failing that, severed from this constitution to the extent of the inconsistency.

## 5. CHANGE TO CONSTITUTION

5.1 This constitution may only be modified or repealed:

- 5.1.1 by Special Resolution of the Company in General Meeting; and

5.

5.1.2 with the unanimous approval of the Senior Members.

**6. COMPANY**

The Company is a company limited by guarantee.

**7. OBJECTS**

7.1 The objects of the Company are:

- 7.1.1 to provide a consolidated position in lobbying the public and private sector on issues of policy and practice that impact on the Members' principal business;
- 7.1.2 to provide a forum for the sharing of information and ideas relevant to the Members' principal business;
- 7.1.3 to provide a mechanism for the generic promotion of the hospitality industry as an education pathway and as a career choice;
- 7.1.4 to be a point of reference for other organisations wishing to consult;
- 7.1.5 all objects incidental to the above; and
- 7.1.6 such other objects as determined by ordinary resolution of the Company in General Meeting.

**PART 2 – MEMBERS**

**8. SENIOR MEMBERS**

8.1 The Senior Members of the Company are:

- 8.1.1 International College of Hotel Management Inc., Adelaide, SA;
- 8.1.2 International College of Tourism and Hotel Management Pty Ltd, Manly, NSW;
- 8.1.3 Foundation for Educational Training Limited trading as Kenvale College of Tourism and Hospitality Management, Randwick, NSW;
- 8.1.4 The Blue Mountains International Hotel Management School Pty Ltd, Leura, NSW;
- 8.1.5 Principal Hotel Ltd trading as The Hotel School Intercontinental, Sydney, NSW; and
- 8.1.6 Billy Blue Schools Pty Limited trading as William Blue International Hotel Management School, Sydney, NSW.

8.2 An Eligible Ordinary Member may apply to become a Senior Member by giving the Secretary notice in writing of such application.

8.3 Within 21 days of receiving the application, the Senior Members must:

- 8.3.1 unanimously resolve that the Company accept the application and that the Eligible Ordinary Member be elevated to Senior Member status; or
- 8.3.2 resolve that the Company reject the application.

- 8.4 For the purposes of clause 8.3, a Senior Member will be taken to have approved an application if it does not respond in writing within 21 days of the application.
- 8.5 An Eligible Ordinary Member who has had their application to become a Senior Member rejected, may re-apply after 12 months of the date of rejection, or earlier if the Senior Members so decide.

**9. LIABILITY OF MEMBERS**

- 9.1 The liability of the Members is limited.
- 9.2 Every Voting Member of the Company undertakes to contribute the sum of \$100 to the property of the Company if the Company is wound up while the Member is a Member, or within one year after the Member ceases to be a Member, for payment of the debts and liabilities of the Company (contracted before the Member ceases to be a Member) and of the costs, charges and expenses of winding up and for the adjustment of the rights of the contributories among themselves.
- 9.3 Subject to the Act, Associate Members shall have no liability to contribute to the Company in the case of the Company being wound up.

**10. SUBSCRIPTIONS AND LEVIES**

- 10.1 Each Member must pay the Annual Subscription Fee for that Member in respect of a financial year within 90 days of the later of:
  - 10.1.1 the beginning of the financial year; or
  - 10.1.2 the issue of an invoice to the Member.
- 10.2 The Board must impose one-off levies on all Voting Members for particular projects or to take account of particular circumstances where approved by ordinary resolution of the Company in General Meeting and in the proportions so determined provided that:
  - 10.2.1 the levy does not exceed \$1000 per Voting Member; and
  - 10.2.2 such levy, together with all other levies made pursuant to this sub-clause in the previous 12 months does not exceed \$2000.
- 10.3 For the avoidance of doubt, a resolution as to the imposition of levies must determine:
  - 10.3.1 whether a levy should be imposed;
  - 10.3.2 the amount of such levy; and
  - 10.3.3 the proportion which a Voting Member will be liable to pay.
- 10.4 For the purposes of clause 10.2 the Board must convene a General Meeting where requested by a Voting Member.
- 10.5 The levies in clause 10.2 are subject to increases determined from time to time by ordinary resolution of the Company in General Meeting.
- 10.6 A Voting Member is not liable to pay the levy if that person resigns as a Voting Member by notice in writing to the Company within 14 days of being notified of the levy.

**11. INCOME AND PROPERTY**

- 11.1 The income and property of the Company shall be applied solely towards the promotion of the objects of the Company and no part shall be paid or transferred directly or indirectly by way of dividend, bonus or otherwise to the Members.

- 11.2 Nothing in clause 11.1 shall prevent the payment in good faith of remuneration to any officers or employees of the Company or to any Member in return for any services actually rendered to the Company or for goods supplied in the ordinary course of business nor prevent the payment of reasonable and proper rent for premises let by any Member to the Company.

## 12. MEMBERSHIP CRITERIA

- 12.1 A Voting Member must at all times satisfy the following criteria:
- 12.1.1 must offer exclusively full-fee courses for Australian and/or international students;
  - 12.1.2 must have a commitment to the development of the Professional Practitioner through the integration of the profession, practical skills, knowledge, understanding and the personal attributes necessary to be a successful graduate;
  - 12.1.3 must provide a range of full-time hospitality and/or tourism courses within Australian Qualifications Framework at diploma level and above;
  - 12.1.4 must be formally accredited as a Registered Training Organisation by the appropriate state government registration authorities and comply with the requirements of the Australian Quality Training Framework, Education Services for Overseas Students legislation and other regulatory frameworks;
  - 12.1.5 must have an accredited period of assessed work experience that contributes to the overall course assessment profile;
  - 12.1.6 must have a formally constituted Advisory Board including industry representation; and
  - 12.1.7 must provide the Company with an annual report that certifies continued compliance with this criteria.
- 12.2 For the purposes of this clause “**Professional Practitioner**” means a hospitality and or tourism graduate who has followed an accredited program of studies that in the opinion of the Senior Members equips that graduate for relevant industry employment at least at supervisory level.
- 12.3 For the purposes of this clause “**Advisory Board**” means a formally constituted board of the institution that includes both academic and industry representation that meets at least once per annum to advise the institution on any relevant matters that relate to the curriculum, delivery and assessment of the institute’s courses.
- 12.4 An Associate Member must at all times satisfy the criteria in clause 12.1 except clause 12.1.1.

## 13. INCOMING MEMBERS

- 13.1 Any hotel school operating within Australia, which meets the criteria set out in clause 12, may be a Member if:
- 13.1.1 nominated in writing by a current Member;
  - 13.1.2 it makes an application for membership;
  - 13.1.3 it pays the Joining Fee;
  - 13.1.4 the Senior Members provide a recommendation by notice in writing to the Voting Members approving the application; and

13.1.5 the Voting Members approve the application by ordinary resolution of the Company in General Meeting.

13.2 For the purposes of clause 13.1.4, a Senior Member will be taken to have recommended approval of an application if it does not respond in writing within 21 days of the application.

13.3 The Chairperson must notify Members of any new Members.

#### 14. **OUTGOING MEMBERS**

14.1 An Ordinary Member may resign by giving 3 months notice in writing to the Company.

14.2 A Senior Member may resign by giving 3 months notice in writing to the Company.

14.3 An Associate Member may resign by giving notice in writing to the Company, which notice is effective immediately.

14.4 The Directors may cancel the membership of a Voting Member if:

14.4.1 the Voting Member does not pay when due any Annual Subscription Fee or levy under 10.2 within 30 clear days after a notice to the Voting Member requesting payment; or

14.4.2 the Voting Member is a company and becomes an externally-administered body corporate; or

14.4.3 the Voting Member ceases to comply with clause 12.1.

14.5 The Directors may cancel the membership of an Associate Member if:

14.5.1 the Associate Member does not pay when due any Annual Subscription Fee within 30 clear days after a notice to the Associate Member requesting payment; or

14.5.2 the Associate Member is a company and become an externally-administered body corporate; or

14.5.3 the Associate Member ceases to comply with clause 12.4.

14.6 A Member who fails to attend whether in person, by Delegate or by telephone link, two consecutive General Meetings without giving 24 hour notice of their intended absence, will be asked to provide the Senior Members with a written notice explaining their absence from the General Meetings within 7 days. On receipt of such written explanation the Senior Members must:

14.6.1 by unanimous approval resolve that the Company accept the written explanation and the Member retain their membership; or

14.6.2 resolve that the Company does not accept the explanation and the membership is cancelled.

14.7 For the purposes of clause 14.6, a Member will be taken to have no reasonable explanation where it fails to provide written notice explaining its absence within 7 days.

14.8 For the purposes of clause 14.6, a Senior Member will be taken to have accepted a written explanation if it does not respond in writing within 21 days of receipt of the explanation.

14.9 The Chairperson must notify Members of any resignation or cancellation.

#### 15. **SENIOR MEMBERS**

15.1 A Senior Member is entitled to receive notices of, to attend and to speak at, and is entitled to vote at General Meetings of the Company.

- 15.2 A Senior Member is entitled to appoint two Delegates to attend, to speak at and to vote at General Meetings of the Company.
- 15.3 With the approval of the Chairperson, a Senior Member may invite Guests to attend and to speak at General Meetings of the Company.
- 15.4 A Senior Member may itself be appointed as a Delegate by a Voting Member and may exercise the vote of the Voting Member in accordance with clauses 31.1 and 31.3.

#### 16. **ORDINARY MEMBERS**

- 16.1 An Ordinary Member is entitled to receive notices of, to attend and to speak at, and is entitled to vote at General Meetings of the Company.
- 16.2 An Ordinary Member is entitled to appoint one Delegate to attend, to speak at and to vote at General Meetings of the Company.
- 16.3 With the approval of the Chairperson, an Ordinary Member may invite Guests to attend and to speak at General Meetings of the Company.
- 16.4 An Ordinary Member may itself be appointed as a Delegate by a Voting Member and may exercise the vote of the Voting Member in accordance with clauses 31.1 and 31.3.

#### 17. **ASSOCIATE MEMBERS**

- 17.1 An Associate Member is entitled to receive notices of, to attend and to speak at, but is not, subject to clause 17.4, entitled to vote at General Meetings of the Company.
- 17.2 An Associate Member is entitled to appoint one Delegate to attend and to speak at General Meetings of the Company.
- 17.3 With the approval of the Chairperson an Associate Member may invite Guests to attend and to speak at General Meetings of the Company.
- 17.4 An Associate Member may itself be appointed as a Delegate by a Voting Member and may exercise the vote of the Voting Member in accordance with clauses 31.1 and 31.3.

#### 18. **NO TRANSFER OF MEMBERSHIP**

Membership of the Company is personal to the Member and is not transferable.

### **PART 3– MEETINGS OF MEMBERS**

#### 19. **CONVENING GENERAL MEETINGS**

- 19.1 The Board may convene a General Meeting when and where the Board decides provided that at least three General Meetings take place in any calendar year;
- 19.2 Unless convened on the requisition of Members under section 249D, the Board may cancel or postpone a General Meeting by notice to the Members specifying the place, day and time for holding the postponed General Meeting.

#### 20. **NOTICE OF MEETING**

- 20.1 The Company must give notice of every General Meeting to:
  - 20.1.1 each Member;
  - 20.1.2 each Delegate (if already appointed at the time the notice is given);
  - 20.1.3 each Director; and

20.1.4 the Auditor;

in the manner and time required by the Act and this constitution.

## 21. CONTENT OF NOTICE

21.1 A notice of General Meeting must at least specify the place, day and time of the meeting and the general nature of the business.

21.2 The quorum for a meeting of the Company's Members is 51% of the Senior Members entitled to vote at the meeting and the quorum must be present (whether in person, by Delegate or by telephone link) at all times during the meeting.

## 22. NO QUORUM AT GENERAL MEETING

22.1 If a quorum is not present within 30 minutes after the time appointed for a General Meeting:

22.1.1 the meeting, if convened upon the requisition of Members, is dissolved; and

22.1.2 any other meeting is adjourned to the same day in the next week at the same time and place or to such other day, time and place as the Board may specify by notice to the Members.

22.2 If a quorum is not present within 30 minutes after the time appointed for an adjourned General Meeting, the meeting is dissolved.

## 23. CHAIRPERSON AT GENERAL MEETING

23.1 A Chairperson must also be a Director.

23.2 Subject to clause 23.1, the Voting Members must elect, by ordinary resolution of the Company in General Meeting, a Chairperson to chair General Meetings.

23.3 Each Chairperson shall hold that position for a maximum of 12 months but may be reappointed in accordance with clause 23.2.

23.4 The Directors at a General Meeting must elect a Chairperson to chair the meeting (or part of it) if an individual has not already been elected by the Voting Members to chair it or, having been elected, is not available to chair it, or declines to act for the meeting (or part of the meeting).

23.5 The Chairperson of a General Meeting has general conduct of the meeting and may determine the procedures to be followed, subject to the general law and the requirements of the Act. Without limiting these powers, the Chairperson may refuse a person admission to, or require the person to leave and not return to a meeting if the person:

23.5.1 refuses to permit reasonable examination of any article in his or her possession; or

23.5.2 is in possession of any:

(a) electronic or recording device;

(b) placard or banner; or

(c) other article;

which the Chairperson considers to be dangerous, offensive or liable to cause disruption.

**24. ADJOURNMENT**

- 24.1 The Chairperson must adjourn a General Meeting if the Voting Members present with a majority of votes at the meeting agree or direct that the chair must do so. The Chairperson must adjourn a meeting with the meeting's consent on a show of hands.
- 24.2 A poll cannot be demanded on a resolution concerning the adjournment of a meeting except by the Chairperson.
- 24.3 No business may be transacted at an adjourned meeting other than the business left unfinished at the original meeting.
- 24.4 If a General Meeting is adjourned for 30 days or more, the Company must give notice of the adjourned meeting to all persons as if an original meeting. Otherwise it is not necessary for the Company to give notice of an adjournment or of the business to be transacted at an adjourned meeting.

**25. MANNER OF VOTING**

A question put to the General Meeting must be decided:

- 25.1 on a show of hands of the Voting Members; or
- 25.2 by poll (in accordance with clause 26) of the Voting Members if demanded (before or on the declaration of the show of hands) by:
- 25.2.1 the Chairperson of the meeting;
- 25.2.2 any Senior Member; or
- 25.2.3 at least 25% of the Voting Members present at the General Meeting (whether as Members in their own right or as Delegates).
- 25.3 Each Voting Member (in person or represented by Delegate or Delegates, as the case may be) has one vote on a show of hands and on a poll each Voting Member has the number of votes apportioned to them by clause 29 of this constitution. For the avoidance of doubt, where a Senior Member has 2 Delegates in attendance at a meeting, it will be entitled to exercise 2 votes on a show of hands.
- 25.4 The Chairperson shall keep a register of all persons attending each General Meeting. The register is to include all Delegates (including Guests) and the number of Voting Members each Delegate represents, and hence the number of votes a Delegate may exercise on a poll, if any, in accordance with clauses 25.3 and 26. The Chairperson will, at the commencement of each General Meeting, announce or distribute a notice specifying the number of Delegates (including Guests) attending the General Meeting and the total number of votes each Delegate has on a poll, if any.
- 25.5 For the avoidance of doubt, the number of votes that any one Member may exercise on a poll is that number indicated in clause 29.

**26. POLL – GENERAL MEETINGS**

- 26.1 If a poll is demanded, it must be taken as and when the Senior Members instruct the Chairperson to so direct, except that a poll demanded on a question of adjournment of the meeting must be taken at the meeting and without adjournment.
- 26.2 If on a poll any question arises as to the number of votes to which any person is entitled, the Chairperson must decide the matter with reference to the register of Delegates under clause 25.4 and such decision made in good faith is final.
- 26.3 The demand for a poll does not prevent the meeting dealing with other business.
- 26.4 The result of the poll is the resolution of the meeting.

26.5 The demand for a poll may be withdrawn.

26.6 No poll may be demanded on the election of a Chairperson of a meeting.

27. **NO CASTING VOTE**

The Chairperson of a General Meeting has no casting vote.

28. **DECLARATION OF A RESULT**

Unless a poll is demanded, a declaration by the Chairperson that a resolution has been carried, or carried by a particular majority or lost, and an entry to that effect in the minutes, is conclusive evidence of that fact.

29. **MEMBERS' VOTING RIGHTS**

29.1 A Voting Member is either:

29.1.1 an Ordinary Member who has one vote which may be exercised at General Meetings of the Company in person or by a Delegate appointed in writing by that member under clause 31.1; or

29.1.2 a Senior Member who has two votes which may be exercised at General Meetings of the Company in person or by a Delegate or Delegates (as the case may be) appointed in writing by that member under clause 31.1.

29.2 For the avoidance of doubt, Associate Members do not have any voting rights, as expressed in clause 17, unless they are voting in the capacity of a Delegate of a Voting Member.

30. **OBJECTION TO A VOTER'S QUALIFICATION**

30.1 A Member may object to a voter's qualification only at the meeting at which the vote is given.

30.2 The Chairperson's decision on the objection is final.

31. **REPRESENTATION AT GENERAL MEETINGS**

31.1 A Delegate or Guest, may be appointed or invited as the case may be, for all General Meetings, or for any number of General Meetings, or for a particular General Meeting, by notice in writing executed by the relevant Member and lodged with the Secretary of the Company in accordance with clause 31.6 ("**Notice of Appointment**"). A Member may change its Delegate, Delegates or Guests by notice in writing to the Secretary.

31.2 For the avoidance of doubt, a Guest can only attend a General Meeting with approval of the Chairperson.

31.3 Unless otherwise provided in a Notice of Appointment, a Delegate will be taken to have authority:

31.3.1 to speak to any proposed resolution;

31.3.2 in the case of a Delegate of a Voting Member:

(a) to agree to a General Meeting being convened by shorter notice than is otherwise required by the Act or by this constitution;

(b) to agree to a resolution being proposed and passed as a Special Resolution at a General Meeting of which less than 21 days notice has been given;

- (c) to demand or join in demanding a poll on any resolution on which the Delegate may vote;
- 31.3.3 in the case of a Delegate of a Voting Member, even though the Notice of Appointment may refer to specific resolutions and may direct the Delegate how to vote on those resolutions:
- (a) to vote on any amendment moved to the proposed resolutions and on any motion that the proposed resolutions not be put or any similar motion;
  - (b) to vote on any procedural motion, including any motion to elect the Chairperson;
  - (c) to act generally at the meeting;
- 31.3.4 even though the Notice of Appointment may refer to a specific meeting to be held at a specified time or venue, where the meeting is rescheduled or adjourned to another time or changed to another venue, to attend and vote at or to attend (as the case may be) the rescheduled or adjourned meeting.
- 31.4 A Notice of Appointment may direct the manner in which the Delegate is to vote in respect of a particular resolution and where a certificate or instrument so provides, the Delegate is not entitled to vote on the proposed resolution except as directed in the Notice of Appointment.
- 31.5 Subject to clause 31.7, a Notice of Appointment need not be in any particular form provided it is in writing, legally valid and:
- 31.5.1 signed by the Member; or
  - 31.5.2 if the Member is a body corporate:
    - (a) signed by a person duly authorised by the governing body of the Member; or
    - (b) executed in accordance with the Act,
 (as the case may be).
- 31.6 Subject to clause 31.7 a Delegate or Guest may not attend or vote (as the case may be) at a General Meeting or adjourned meeting or on a poll, unless the Notice of Appointment of the Delegate has been:
- 31.6.1 deposited at the Office of the Company or at such other place specified for that purpose in the notice convening the meeting at least 24 hours before the time for holding the meeting or adjourned meeting or taking the poll (as the case may be); and
  - 31.6.2 in the case of a meeting or an adjourned meeting, tabled at the meeting or adjourned meeting at which the person named in the instrument proposes to vote; or
  - 31.6.3 in the case of a poll, produced when the poll is taken.
- 31.7 The Directors may, by majority at a Board meeting, waive all or any of the requirements of clauses 31.5 and 31.6 and in particular may, upon the production of such other evidence as the Directors require to prove the validity of the appointment of a Delegate or Guest, accept:
- 31.7.1 an oral appointment of a Delegate or Guest;

- 31.7.2 an appointment of a Delegate or Guest which is not signed or executed in the manner required by clause 31.5; and
- 31.7.3 the deposit, tabling or production of a copy (including a copy sent by facsimile) of a Notice of Appointment.
- 31.8 A vote given in accordance with the terms of a Notice of Appointment is valid despite the revocation of the Notice of Appointment, if no notice in writing of the revocation has been received by the Company by the time and at one of the places at which the Notice of Appointment is required to be deposited, tabled or produced under clause 31.6.

#### **PART 4 – DIRECTORS**

##### **32. NUMBER**

The Company may by ordinary resolution in General Meeting fix a maximum number of directors.

##### **33. QUALIFICATION**

A Director need not be a Member.

##### **34. APPOINTMENT & REMOVAL**

34.1 The Company may appoint a person as a Director by ordinary resolution passed in General Meeting if:

34.1.1 at least 30 days before the meeting the Company receives at its registered office both:

- (a) a signed consent to act as a Director by the person; and
- (b) a nomination in writing (in 1 or more copies) signed by at least 2 Senior Members.

34.2 The Company:

34.2.1 may by ordinary resolution in General Meeting remove a Director from office;

34.2.2 may by ordinary resolution in General Meeting appoint another person as a Director instead; and

34.2.3 may remove a Director from office in accordance with section 203D.

34.3 If a person is appointed to replace a Director removed by the Members under section 203D, the time at which the replacement Director or any other Director is to retire is to be worked out as if the replacement Director had become Director on the day on which the replaced Director was last appointed a Director.

##### **35. RESIGNATION**

A Director may resign as a director by giving a written notice of resignation to the Company at its Office unless such resignation would result in the Company contravening section 201A(1).

##### **36. DISQUALIFICATION**

36.1 A person ceases to be a Director if and when the Act or this document otherwise requires or permits.

36.2 Subject to the Act, a person who ceases to be a Director is eligible for reappointment or re-election as a Director.

**37. RETIREMENT**

- 37.1 A Director must retire from office at the end of the third Annual General Meeting following the Director's last appointment or 3 years, whichever is longer.
- 37.2 A retiring Director is eligible for re-election. If a Director retires at a General Meeting, the Company may by ordinary resolution elect a person to fill the vacated office. If the vacated office is not filled and the retiring Director has offered himself or herself for re-election, the retiring Director is re-elected unless, at the meeting at which he or she retires:
- 37.2.1 it is resolved not to fill the vacated office; or
- 37.2.2 a resolution for the re-election of the Director is put and lost.

**38. REMUNERATION AND EXPENSES OF DIRECTORS**

- 38.1 The Directors are not entitled to remuneration. The Company may nevertheless (but subject to section 199B) pay a premium for a contract insuring a person who is or has been a Director against any liability incurred as a Director.
- 38.2 The Company must not pay the Directors' travelling and other expenses that they reasonably and properly incur:
- 38.2.1 in attending Directors' meetings or any meetings of committees of Directors;
- 38.2.2 in attending any General Meetings of the Company; and
- 38.2.3 in connection with the Company's business,
- unless such reimbursement is first approved by ordinary resolution of the Company in General Meeting.

**39. DIRECTORS' MEETINGS**

- 39.1 Subject to the Act and this constitution, the Directors may meet together, adjourn and regulate their meetings as they think fit.
- 39.2 A Director may call a Directors' meeting. The Secretary must at the request in writing of a Director, call a Directors' meeting.
- 39.3 Unless all Directors entitled to vote at the meeting agree otherwise, a person calling a Directors' meeting must give to each Director individually a notice of meeting that:
- 39.3.1 sets out the place, day and time for the meeting (and, if the meeting is to be held in 2 or more places, the technology that will be used to facilitate this);
- 39.3.2 states the general nature of the meeting's business;
- 39.3.3 is accompanied by relevant information so far as reasonably available (if not already given to the Director); and
- 39.3.4 is given at least 2 clear days before the meeting (or such other period as all the Directors may as a matter of general policy determine otherwise).
- 39.4 The Chairperson at Directors' meetings shall be that person appointed under clause 23.2.
- 39.5 Unless the Directors determine otherwise, the quorum for a Directors' meeting is 2 Directors and the quorum must be present at all times during the meeting. A Director who has a material personal interest in a matter that relates to the affairs of the Company (including a contract, arrangement or transaction with the Company) may be counted towards a quorum of a meeting of Directors that is to consider that matter.

- 39.6 Section 195 applies (subject to section 196) if a Director has a material personal interest in a matter that is being considered at a Directors' meeting.
- 39.7 A resolution of the Directors must be passed by a majority of the votes cast by Directors entitled to vote on the resolution.

#### 40. **ALTERNATE DIRECTORS**

- 40.1 With the other Directors' approval, a Director may appoint an Alternate Director to exercise some or all of the Director's powers for a specified period.
- 40.2 If the appointing Director requests the Company to give the Alternate Director notice of Directors' meetings, the Company must do so.
- 40.3 When an Alternate Director exercises a Director's power, the exercise of that power is just as effective as if the power was exercised by the Director.
- 40.4 The appointing Director may terminate the Alternate Director's appointment at any time.
- 40.5 An appointment or its termination must be in writing. A copy must be given to the Company.
- 40.6 The Alternate Director's appointment ceases when the appointing Director ceases to be a Director.
- 40.7 If an Alternate Director appointed under this clause is also a Director in their own capacity, that Director is entitled to vote twice.
- 40.8 The provisions of this constitution that apply to the Directors also apply to Alternate Directors.

#### 41. **DIRECTOR'S INTERESTS**

- 41.1 Subject to the Act (including section 208), a Director and an entity in which a Director has a personal interest may in any capacity:
- 41.1.1 enter into any contract or arrangement with the Company;
  - 41.1.2 be appointed to and hold any office or place of profit under the Company, other than the office of Auditor;
  - 41.1.3 act in a professional capacity, other than as Auditor, for the Company; and
  - 41.1.4 may receive and retain for their own benefit any remuneration, profits or benefits as if he or she were not a Director.

#### 42. **CIRCULATING RESOLUTIONS**

- 42.1 The Directors may pass a resolution without a Directors' meeting being held if a majority of the Directors entitled to vote on the resolution (and being not less than the number required for a quorum at a meeting of Directors) sign a document containing a statement that they are in favour of the resolution set out in the document.
- 42.2 The resolution is passed when the last Director required to make up a majority signs.
- 42.3 Separate copies of a document may be used for signing by Directors if the wording of the resolution and statement is identical in each copy.
- 42.4 A document referred to in this clause must be sent to every Director who is entitled to vote on the resolution (whether or not the Director signs the document).

**43. DIRECTORS' POWERS**

- 43.1 The business of the Company is to be managed by or under the direction of the Directors.
- 43.2 The Directors may exercise all the powers of the Company except any powers that the Act or this constitution requires the Company to exercise in General Meeting or otherwise.

**44. DELEGATION OF POWERS**

A delegation of powers by the Directors:

- 44.1 may authorise the delegate to sub-delegate all or any of the powers vested in the delegate;
- 44.2 may be concurrent with or to the exclusion of the exercise of those powers by the Directors.

**PART 5 – OTHER MATTERS****45. SECRETARIES**

- 45.1 A person can only be a Secretary if he or she is also a Director.
- 45.2 Subject to clause 45.1, the Voting Members must appoint, by ordinary resolution of the Company in General Meeting, at least 1 Secretary and may appoint additional Secretaries and 1 assistant Secretary.

**46. SEALS**

- 46.1 The Company may, but is not required to have, a common seal.
- 46.2 The common seal and any official seal may be used only with the authority of the Board or of a committee of Directors so authorised by the Board.
- 46.3 The sealing of a document with the common seal must be witnessed by two persons being:
- 46.3.1 a Director; and
- 46.3.2 a Secretary or another Director or other person appointed by the Board for that purpose.
- 46.4 The Board may decide that any such signature need not be hand-written. If so, then the Board must specify in which cases and how the signature must be affixed and verified by a person appointed for that purpose by the Board.

**47. INSPECTION**

Unless authorised by the Board or the Company in General Meeting or the Act, a Member (not being a Director) is not entitled:

- 47.1 to inspect the Company's books; nor
- 47.2 to information about the Company's operations;

if the Board thinks it contrary to the Company's interests.

**48. NOTICES**

- 48.1 The Company may give to a Member or former Member a notice required under this constitution or the Act:

- 48.1.1 personally; or
  - 48.1.2 by sending it by post to the address for the person in the register of Members or an alternate address (if any) nominated by the person; or
  - 48.1.3 by sending it to the fax number or electronic address (if any) nominated by the person; or
  - 48.1.4 by any other means the Act permits.
- 48.2 A notice sent by post is taken to be given 3 days after it is posted. A notice sent by fax, or other electronic means, is taken to be given on the business day after it is sent.
- 48.3 A certificate in writing signed by a Director or Secretary that a notice, its envelope or wrapper was addressed, stamped and posted, is sufficient evidence of posting.

#### 49. **WINDING UP**

If the Company is wound up and there remains, after satisfaction of all its debts and liabilities, any property, such property shall not be distributed amongst the Members but shall be given or transferred to some other non-profit institution or institutions having objects similar to the objects of the Company [mentioned in Division 30 of the *Income Tax Assessment Act 1997* (Cth)] and whose constitution prohibits the distribution of its income or property among its Members such institution or institutions to be determined by the Members of the Company at or before the time of the winding up and in default by application to the Supreme Court.

#### 50. **INDEMNITY OF OFFICERS AND EMPLOYEES**

The Company indemnifies an officer or employee of the Company against any liability incurred by that officer or employee (in that capacity):

- 50.1 to another person, except:
  - 50.1.1 in the case of an officer, the Company or a related body corporate;
  - 50.1.2 for liability arising from bad faith;
- 50.2 for costs and expenses of:
  - 50.2.1 defending proceedings (civil or criminal) in which judgment is given in favour of the officer or employee or in which the officer or employee is acquitted;
  - 50.2.2 an application in relation to proceedings (civil or criminal) in which the court grants relief to the officer or employee under the Act.

In this clause, words have the same meaning as in section 241.

#### 51. **CALCULATING TIME**

- 51.1 Any period of time specified in these clauses is to be calculated as under section 105.
- 51.2 If these clauses do not specify the time for giving notice or serving a document, the Board may specify the time.