

CONSTITUTION

of the

Australian Council for Student Voice Ltd.

A Company Limited by Guarantee



Australian Council for
STUDENT VOICE

ABN 41 329 578 204

Our Community House, 552 Victoria St. North Melbourne VIC 3051

hello@studentvoice.org.au

CONSTITUTION

1. The Company is called the 'Australian Council for Student Voice Ltd.'
2. The Financial Year of the Company is the period of 12 months ending on 31 December.

3. Purpose

- 3.1. The Company is a not-for-profit and charitable institution established and operated in Australia solely to advance education through the support, leadership, and promotion of student voice, agency, and participation in schools and communities.
- 3.2. The Company has all the powers of an individual and a company limited by guarantee under the Relevant Laws, and may make use of such powers solely in the achievement of the Purpose as per Clause 3.1.

4. Limited Liability

- 4.1. The liability of Members and Officers is limited to the amount of the guarantee in Clause 4.2.
- 4.2. If the Company is wound up, each Member and former Member who ceased being a Member within the previous 12 months must contribute up to one dollar (\$1.00 AUD) towards:
 - 4.2.1. the Company's liabilities contracted before the person ceased to be a Member; and
 - 4.2.2. costs, charges, and expenses to wind up the Company.

5. Membership

5.1. Becoming a Member

5.1.1. Any individual that supports the purpose of the Company is eligible to be a Member.

5.1.2. The Board must:

5.1.2.1. consider applications as soon as reasonably practicable;

5.1.2.2. admit, in its absolute discretion, a person as a Member upon application, in accordance with any requirements specified in the Regulations, as may be enacted from time to time under Clause 9.12; and

5.1.2.3. need not provide reasons for refusing to admit a person as Member.

5.1.3. Successful applicants become Members when added to the register of Members by the Secretary as instructed by the Board.

5.2. Rights, Privileges, and Responsibilities of Members

5.2.1. The rights, privileges, and responsibilities of each Member, as set forth in this Constitution or any such Regulations issued by the Board under Clause 9.12:

5.2.1.1. apply only whilst the person is a Member;

5.2.1.2. are personal to that Member; and

5.2.1.3. are not transferable.

5.2.2. Every Member admitted to Membership must fulfil the requirements of Regulations issued by the Board under Clause 9.12, and is entitled to:

- 5.2.2.1. receive all notices issued by the Company, including notices of all general meetings;
 - 5.2.2.2. To attend, speak and vote at all general meetings of the Company;
 - 5.2.2.3. join in any requisition to convene a general meeting;
 - 5.2.2.4. demand or participate in all ballots of Members of the Company;
 - 5.2.2.5. be elected to the Board (subject to Clause 6.4);
 - 5.2.2.6. generally participate in the affairs of the Company; and
 - 5.2.2.7. any other such rights as established by the Board or resolution of Members.
- 5.2.3. A Member is not entitled to inspect any document of the Company, except as provided by law or authorised by the Board.

5.3. Register of Members

- 5.3.1. The Board shall establish and maintain a Register of Members. The Register must contain for each current Member:
- 5.3.1.1. their full name;
 - 5.3.1.2. address for the service of notices;
 - 5.3.1.3. email address for the electronic service of notices; and
 - 5.3.1.4. date the Member was entered onto the register.
- 5.3.2. For each person who stopped being a Member in the last seven years, the register must also include the date on which they ceased being a Member of the Company as per Clause 5.4.
- 5.3.3. The Company must give current Members access to the Register of Members when requested to do so in writing. Information that is accessed

from the Register must only be used in a manner relevant to the interests or rights of Members.

5.3.4. A Member must notify the Company if the Member's addresses for the service of notices change, within 28 days of the change.

5.3.5. The Board may establish Regulations as per Clause 9.2 to close the register to new Members for up to 60 days per year.

5.4. Cessation of Membership

5.4.1. A Member automatically stops being a Member if they:

5.4.1.1. cease to be eligible to be a Member under Clause 5.1;

5.4.1.2. die;

5.4.1.3. resign in writing; or

5.4.1.4. are expelled.

5.4.2. A Member may, at any time, by giving notice in writing to the Secretary or authorised delegate, resign their Membership of the Company.

5.4.3. The resignation takes effect as per the service of notices in Clause 8 or on a later date specified in the resignation, if any.

5.4.4. Members remain liable for any liabilities owed by them to the Company and outstanding at the date of their cessation.

5.4.5. A Member may be expelled as per Dispute Resolution procedures set forth in Clause 12, where the Board may resolve to warn, suspend, or expel a Member, if in the reasonable opinion of the Board, the Member:

5.4.5.1. engages in unacceptable conduct unbecoming of a Member;

5.4.5.2. wilfully neglects or refuses to comply with the provisions of this Constitution; or

5.4.5.3. is guilty of conduct which is in breach of any code prescribed by Regulation, or is prejudicial to the interests of the Company, including, without limitation, being found guilty of an indictable offence, professional misconduct, unsatisfactory conduct, or any similar offence.

6. General Meetings of Members

6.1. Convening General Meetings

6.1.1. An annual general meeting of Members must:

6.1.1.1. be held in accordance with the applicable requirements of the Relevant Laws;

6.1.1.2. be held at least once each financial year; and

6.1.1.3. be held, where practical, during an annual event, such as a Conference.

6.1.2. General meetings other than the annual general meeting are called special general meetings. The Board:

6.1.2.1. must convene and hold special general meetings in accordance with the applicable requirements of the Relevant Laws;

6.1.2.2. may convene and hold a special general meeting as it may, from time to time, deem necessary; and

6.1.2.3. must convene and hold a special general meeting of members when requested to do so by a quorum of eligible members as per Clause 6.2.11, who have submitted their consent in writing to the Secretary or authorised delegate.

6.1.3. The Board may postpone, relocate or cancel a general meeting, only which it convened, by giving at least 5 days' notice to Members.

6.1.4. Notice must be provided to all eligible Members, Directors, and the Auditor, if any, as per Clause 8. Unless required in accordance with the applicable requirements of the Relevant Laws, at least 21 days' notice must be given.

6.1.5. A general meeting and any resolution passed at the meeting is not invalid merely because of the accidental omission to give notice of the meeting or the non-receipt of any such notice.

6.2. Chair and conduct of meetings

6.2.1. The Chairperson of the Board is entitled to chair any general meeting.

6.2.2. If the Chair is not present within 30 minutes, despite a quorum of Members, or is not willing to chair a general meeting, the Deputy Chair may chair.

6.2.3. If the Deputy Chair is also not present or willing, another Director will be appointed as Chair by ballot of their number.

6.2.4. Should a Director also not be present or willing, the Membership may appoint a Chair by ballot of their number.

6.2.5. A general meeting of Members will commence when it is declared open by the Chair and will end when the Chair declares the meeting closed.

6.2.6. The chairperson is responsible for:

6.2.6.1. the conduct of the general meeting, and for this purpose must give all Members present a reasonable opportunity to make comments and ask questions;

6.2.6.2. make procedural rulings without putting a question to the vote, or terminate discussion or debate and require that matter to be put to a vote;

- 6.2.6.3. may refuse to allow debate or discussion on any matter which is not ordinary or special business; and
- 6.2.6.4. may refuse any person admission to a general meeting (including for causing offence or disruption) or expel the person from the general meeting and not permit them to return. Any such person refused or expelled does not count towards the quorum required in Clause 6.2.12.
- 6.2.7. All procedural decisions by the meeting chair are final.
- 6.2.8. The chairperson does not have a casting vote.
- 6.2.9. The business of a general meeting of Members may include a review of the Company's activities and finances, auditors' report, election of Directors, and any other such matter of importance and relevance to Members and the Company.
- 6.2.10. The auditor (if any) is entitled to:
- 6.2.10.1. attend any general meeting; and
 - 6.2.10.2. to be heard by the Members on any part of the business of the meeting that concerns the auditor in the capacity of auditor.
- 6.2.11. The auditor does not have a vote, when acting in the capacity of the auditor.
- 6.2.12. A Quorum of one third of eligible voting Members present in person, virtually, or by Representative is required for a meeting to proceed.
- 6.2.13. No business may be transacted at any general meeting unless a quorum of Members eligible to vote on that business is present at the time when the meeting proceeds to business.
- 6.2.14. If, within 30 minutes of the meeting declared being open by the Chair, a quorum is not present, the meeting, if requisitioned by Members, is

dissolved, and in any other case, the meeting is adjourned to such other place, date and time as the Board determines and notifies Members. If a quorum is not present within 30 minutes of the time scheduled to start the adjourned general meeting, the meeting is dissolved.

6.3. Adjourning a meeting

6.3.1. The Chair may adjourn, to some other time or place, any general meeting at which a quorum is present. The Chair must adjourn the meeting if so directed by a resolution of Members present and eligible to vote at such a meeting.

6.3.2. The adjourned meeting may only transact unfinished business from the original meeting.

6.3.3. If a meeting is adjourned for 30 days or more, notice of the adjourned meeting must be given as required for the original meeting. It is not otherwise necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.

6.4. Voting

6.4.1. Each Member has one vote.

6.4.2. Voting must be conducted by a method chosen by the Chair that is fair and reasonable in the circumstances.

6.4.3. Before voting, the chairperson must state if any proxy votes have been received as per Clause 6.5 and how they will be cast.

6.4.4. The Chair must declare whether resolutions were carried, carried unanimously, carried by particular majority, or lost. These voting results must be accurately reflected in the minutes.

6.4.5. The Chair and meeting minutes do not need to state the number of the votes recorded in favour or against on a show of hands.

6.4.6. A poll may be demanded on any resolution instead of or after a vote by a show of hands by at least two Members present and entitled to vote or by the Chair. A demand for a poll must be made on or before the result being declared, and may be withdrawn prior to the result of the poll being declared.

6.4.7. The meeting chair must decide all voting disputes in a reasonable and fair manner in the circumstances, and that decision is final.

6.5. Appointment of a proxy

6.5.1. Members may appoint a proxy to act on the Member's behalf at any general meeting at which that Member may attend and vote.

6.5.2. Acting within the requirements of Clause 8, the Member must provide the Board with the signed instrument appointing a proxy at least forty-eight hours prior to the meeting taking place.

6.5.3. An instrument appointing a proxy may specify the manner in which the proxy is to vote in respect of a particular resolution and, where an instrument of proxy so provides, the proxy is not entitled to vote on the resolution except as specified in the instrument.

6.5.4. A proxy need not be a Member, and does not have the authority to speak and vote for a Member at a meeting while the Member is at the meeting.

6.5.5. The instrument appointing a proxy is valid despite the death or unsoundness of mind of the Member, or the revocation of the instrument or of the authority under which the instrument was executed, if no knowledge

in writing of that fact was received by the Company before commencing the meeting or adjourned meeting at which the instrument is used.

6.6. Administration

6.6.1. General meetings may be held at more than once place, provided that the technology that is used enables each Member present at all places the meeting is held to communicate with every other such Member clearly and simultaneously.

6.6.2. The Board may, if it thinks fit, submit any question or resolution to the vote of all Members entitled to a vote at a general meeting by circular resolution, unless the Corporations Act or Relevant Laws require a general meeting. A resolution approved by a majority or specific majority of the Members has the same force and effect as such a resolution passed in a general meeting.

7. Records

7.1. The Company must, within one month of the event occurring, make and keep the following records:

- 7.1.1. minutes of proceedings and resolutions of general meetings,
- 7.1.2. a copy of a notice of each general meeting,
- 7.1.3. a copy of a Members' statement distributed to Members, and
- 7.1.4. minutes of proceedings and resolutions of Directors' meetings (including meetings of any committees).

7.2. The Company must make and keep written financial records that correctly record and explain its transactions, financial position, and performance, and enable true and fair financial statements to be prepared and to be audited.

7.3. The Company must retain its records for at least 7 years.

8. Service of notices

8.1. Notices must be provided to any Member entitled to receive notices. Notices may be provided:

- 8.1.1. in person;
- 8.1.2. by sending it to the address of the Member; or
- 8.1.3. by sending it to the email address supplied for receiving notices.

8.2. Notices sent by post is deemed to have been given six business days after it was posted.

8.3. Notices sent by electronic means is deemed to have been given on the next business day after it was sent.

8.4. Unless otherwise required or prevented by Relevant Laws, notice for meetings of Members must be provided at least 21 days prior to the meeting taking place.

8.5. Unless otherwise required or prevented by Relevant Laws, any meeting, resolution, or action is not invalid merely because of the accidental omission to give notice of the meeting or the non-receipt of any such notice.

9. Board of Directors

9.1. Composition

9.1.1. The Board will have at least 3 and no more than 9 Directors, consisting of:

- 9.1.1.1. a Chairperson;
- 9.1.1.2. a Deputy Chairperson;
- 9.1.1.3. a Treasurer; and
- 9.1.1.4. at least 1 ordinary Member.

9.1.2. The Board may elect and remove the above office bearers and any such other office bearers with titles as may be determined by the Board.

9.1.3. The Board may not remove a Director. Directors can only be removed by special resolution at a meeting of Members as per Clause 6.

9.1.4. Of the Ordinary Members of the Board, at least one must be a young person aged under 30 years of age, at the beginning of their term of office.

9.2. Term of Office

9.2.1. The term of office of Directors will be 2 years, staggered with every annual general meeting of Members, commencing immediately after the annual general meeting at which their election was declared, concluding at the second annual general meeting after the one at which they were declared.

9.2.2. If a Director has served a continuous period of 9 years or more, the Director may finish serving their current term of office but does not then become eligible to become elected or appointed until they have not been a Director for a subsequent continuous period of 3 years.

9.3. Casual Vacancies

9.3.1. If a casual vacancy occurs, whereby the Board consists of less than the number of Directors required by Clause 9.1, the Board may continue to act, and must appoint another eligible person in the vacant position to serve until the end of the next Annual General meeting where a resolution must be passed by Members for the election of a Director in the vacant position.

9.4. Ceasing to be a Director

9.4.1. The Members may resolve to remove a Director in accordance with the Relevant Laws, if, in the reasonable opinion of Members, the Director:

- 9.4.1.1. dies or is physically or mentally incapable of performing the duties of Directors;
 - 9.4.1.2. is disqualified from being a Director pursuant to the Relevant Laws;
 - 9.4.1.3. is absent for more than 2 consecutive Board Meetings without permission from the Board;
 - 9.4.1.4. engages in a sex related offence or an indictable offence, including, without limitation, sexual assault, child pornography, or an indecent act involving a child; or
 - 9.4.1.5. becomes bankrupt, insolvent, or otherwise unable to fulfil the duties of a Director.
- 9.4.2. A Director may, at any time, by giving notice in writing to the Chairperson or authorised delegate, resign their Directorship of the Company.
- 9.4.3. The resignation is deemed to have taken effect as per the service of notices in Clause 8 or on a later date specified in the resignation.

9.5. Remuneration of Directors

- 9.5.1. The Directors must not be paid any remuneration for their duties as Directors.
- 9.5.2. Despite Clause 9.5.1 and Clause 11.5, the Directors may be reimbursed for reasonable travel and other expenses incurred by them when engaged in the Company's business, attending meetings or otherwise in carrying out the duties of a Director where payment does not exceed any amount previously approved by the Board.
- 9.5.3. Despite Clause 9.5, Directors may be paid for any service rendered to the Company in a professional or technical capacity outside the scope of the

Directors ordinary duties where the service and amount is on reasonable and proper terms, and the provision of that service has the Board's approval.

9.6. Eligibility

- 9.6.1. A person is eligible for election or appointment as a Director if:
- 9.6.1.1. They are over the age of 18 years;
 - 9.6.1.2. They are a Member of the Company;
 - 9.6.1.3. Are nominated by two Members entitled to vote;
 - 9.6.1.4. Give the Company their signed consent to act as a Director;
- and
- 9.6.1.5. Are not prevented, or otherwise ineligible under the Relevant Laws.

9.7. Election

- 9.7.1. The Board may appoint a Returning Officer to conduct the election of Directors. If no Returning Officer is appointed, the National Office must conduct all functions of a Returning Officer.
- 9.7.2. Nominations of candidates for election must be signed by the candidate, contain their consent to act as a Director, and must be received by the Returning Officer at least 14 days prior to the annual general meeting.
- 9.7.3. The nomination is deemed to have taken effect as per the service of notices in Clause 8.
- 9.7.4. If the number of nominations of candidates for election does not exceed the number of vacancies, those candidates will be declared elected by the Returning Officer at the annual general meeting.

9.7.5. If the number of nominations of candidates for election does exceed the number of vacancies, the ballot containing candidates' names must be sent by the Returning Officer to the address or email address provided for the services of notices of each Member at least 5 days before the annual general meeting.

9.8. Conflict of interests

9.8.1. 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.

9.8.2. Each Director who has a material personal interest in a matter must not be present at the meeting while the matter is being discussed, or vote on the matter.

9.8.3. A Director may still be present and vote in limited circumstances, where, with prior approval of the Board, their contribution is necessary or agreed that the interest should not stop the Director from voting or being present.

9.9. Meetings

9.9.1. The Board may meet to consider business, adjourn, or otherwise regulate its meetings as it thinks fit.

9.9.2. The Board must meet at least 4 times per financial year.

9.9.3. The Secretary must arrange a Board meeting:

9.9.3.1. at the request of the Chair; or

9.9.3.2. on the requisition of 2 or more Directors.

9.10. Notice for Meetings

9.10.1. At least 5 days' notice must be given unless the Board decide otherwise or in emergencies. Notice is deemed to have taken effect as per Clause 8.

9.10.2. Notice must specify the business to be transacted in the meeting and the date, time, and location at which the meeting will be held.

9.11. Attendance

9.11.1. The Board may meet virtually, provided all Directors participating have access to the technology to be used for the meeting and those Directors participating virtually, can hear and read the communications of all other participating Directors.

9.11.2. The quorum for Board Meetings is one third plus one of the eligible Directors.

9.11.3. The Chairperson is entitled to chair Board meetings, unless absent or otherwise incapacitated, where the Board may resolve to appoint a meeting chair from their number.

9.11.4. The Board may invite Observers to Board proceedings, including any staff Member of the Company or Member of any sub-committee, or any such individual as is deemed necessary.

9.11.5. The observer may contribute to and participate in the proceedings of the Board but does not have a vote.

9.11.6. Each Director present and entitled to vote at the meeting has one vote. Proxy and alternate voting are not permitted.

9.12. Resolutions of Directors

- 9.12.1. An ordinary resolution must be passed by a simple majority of the votes cast by eligible Directors participating in the meeting and entitled to vote on the Resolution. In the event of an equality of votes, the meeting chair has a second or casting vote.
- 9.12.2. A written resolution signed is to be taken as a decision of the Board passed at a Board meeting convened and held.
- 9.12.3. The written resolution may consist of several documents in the same form, each signed by one or more Directors, such resolution is deemed to take effect when the last Director signs such a document.
- 9.12.4. The Board must ensure that the minutes of all proceedings of general, Board, and committee meetings are recorded in a minute book within one month after the relevant meeting is held.
- 9.12.5. The minutes must be signed by the meeting chair at which the proceedings took place or by the meeting chair of the next succeeding meeting. Minutes entered and signed are prima facie evidence of the proceedings to which they relate.
- 9.12.6. A Board act or decision will not be invalid by reason only of a defect or irregularity in connection with the election or appointment of a Director.
- 9.12.7. For entered and signed minutes, unless the contrary is proved:
- 9.12.7.1. the meeting is deemed to have been convened and held;
 - 9.12.7.2. all proceedings that are recorded in the minutes as having taken place are deemed to have taken place; and
 - 9.12.7.3. all appointments that are recorded in the minutes as having been made are deemed to have been validly made.

9.13. Powers and Duties

9.13.1. Subject to the Governing Acts, this Constitution and any direction given by the Members in a general meeting, the business, governance, and affairs of the Company is managed by or under the direction of the Board, to achieve the purpose of the Company.

9.13.2. The Board may exercise all such powers of the Company as are not, by the Governing Acts or by this Constitution, required to be exercised in general meeting, provided that no direction in general meeting invalidates any prior act of the Board which would have been valid had that direction had not been given.

9.13.3. The Directors must comply with their duties as Directors under applicable legislation, including to exercise their powers and discharge their duties with the degree of care and diligence that a reasonable and responsible individual would exercise if they were a Director of the Board.

9.13.4. The Directors must act in good faith in the best interests to further the charitable purpose of the Company, including the responsible management of affairs, and to not misuse their position or information gained as a Director.

9.13.5. The Directors must decide on the responsible fiscal management of the Company including any suitable written delegations of power, and how money will be managed, such as how payments must be authorised and approved. The Company must not pay fees to a Director for acting as a Director.

9.14. Appointment of a Secretary and/or Executive Officer

9.14.1. The Board must appoint an Executive Officer on such terms and conditions as the Board determines from time to time.

9.14.2. The Board may remove an Executive Officer, subject to the terms of any agreement between the Company and the Executive Officer. The Executive Officer is entitled to attend Board meetings and general meetings, if so directed by the Board from time to time.

9.14.3. The Board must appoint at least one Secretary on such terms and conditions as the Board determines from time to time. The Secretary may, but need not be, a Director or the Executive Officer. The Secretary must give their signed consent to act as the Secretary to the Board.

9.14.4. A Secretary may attend Board meetings, committee meetings, and general meetings, if so directed by the Board from time to time. The Secretary will have the responsibilities set out in the Relevant Legislation.

9.15. Regulations

9.15.1. The Directors may, from time to time, pass a resolution to make, vary, and rescind Regulations to the Company. Members and Directors must comply with Regulations, which are in force and not inconsistent with this Constitution.

9.16. Delegations & Committees

9.16.1. The Board may resolve to delegate any of their powers and functions to a Committee, a Director, an officer or employee of the Company or any other person, as they consider appropriate. All delegations of the Directors must be in writing and recorded in the Meetings Minutes.

9.16.2. The Board may establish any Committees as from time to time may be deemed beneficial for the function of the Company.

9.16.3. Any Committee so formed shall conform to any Regulations that may be imposed by the Board and, subject to those Regulations, have power to co-opt any person or persons. At least one Member of the Committee must be a Director.

9.16.4. A Committee must regulate its meetings in accordance with any Regulations that may be imposed on it by the Board. Subject to such regulation, a Committee may meet, adjourn, and otherwise regulate its meetings as it thinks fit.

9.16.5. The Board may vary, revoke, or otherwise alter any delegation or committee at any time as it sees fit.

9.17. Company Seal

9.17.1. The Board will determine whether or not the Company is to have a seal, and if so, will provide for the safe custody of such seal.

9.17.2. The seal, if any, may only be affixed to any instrument with the Board's Authority and must be attested by the signatures of persons authorised by the Board for that purpose.

10. Indemnity

10.1. The Company indemnifies all current and former Officers of the Company (the 'Indemnified Officer') against any Liability incurred by the Indemnified Officer in or arising out of:

10.1.1. the conduct of the Company's affairs or business; or

10.1.2. the discharge of the Indemnified Officer's duties.

- 10.2. Indemnified Officers are indemnified only to the extent that:
- 10.2.1. the Indemnified Officer has acted in good faith;
 - 10.2.2. the Company is not prevented by Law from doing so;
 - 10.2.3. the Indemnified Officer is not otherwise indemnified; and
 - 10.2.4. the Liability is not owed to the Company or for any criminal or civil proceeding brought against the Indemnified Officer.
- 10.3. The Company may pay or agree to pay to insure Indemnified Officers against any Liability incurred by the Indemnified Officer referred to in Clause 10.1.

11. Finances

- 11.1. The Treasurer shall maintain accounts and other records showing the true income and expenditure of the Company and present a statement of these accounts at each annual general meeting, and as required by the Relevant Laws.
- 11.2. A properly qualified auditor may be appointed by a resolution of Members, and the auditor's duties regulated in accordance with the requirements of the Relevant Laws.

Payments to Members

- 11.3. The Company's income and property must be applied solely towards the Company's purpose, and must not be paid or given to a Member, directly or indirectly, by way of dividend, bonus or otherwise, unless expressly permitted by Clause 11.5.
- 11.4. The Company may pay or reimburse a Member in good faith with prior Board approval up to a fair and reasonable amount for:
- 11.4.1. expenses properly incurred for the Company;
 - 11.4.2. goods or services supplied to the Company;
 - 11.4.3. interest on money lent to the Company; or

11.4.4. rent for premises let to the Company.

12. Dispute resolution

12.1. Dispute resolution is undertaken sensitively, confidentially, and promptly, and in a way that the relevant individual is treated fairly and given a chance to have their say.

12.2. Those involved in the dispute must try to resolve it between themselves. If those involved in the dispute do not resolve it, they must, within 14 days:

12.2.1. inform the Directors about the dispute in writing;

12.2.2. agree or request that a mediator be appointed; and

12.2.3. attempt in good faith to settle the dispute by mediation.

12.3. The mediator must:

12.3.1. be chosen by agreement of those involved, or where those involved do not agree, be a person chosen by the Directors, or by the Commissioner of the Australian Charities and Not-for-profits Commission;

12.3.2. not have a personal interest in the dispute; and

12.3.3. must not be biased towards or against anyone involved in the dispute.

12.3.4. When conducting the dispute, the mediator must:

12.3.5. allow those involved a reasonable chance to be heard;

12.3.6. allow those involved a reasonable chance to review any written statements;

12.3.7. ensure that those involved are given natural justice; and

12.3.8. not decide on the dispute.

12.4. At least 14 days before the Directors' meeting at which a dispute resolution will be considered, the Secretary must notify the Member in writing that:

12.5. The matter is being considered at a meeting of Directors, and the date of that meeting;

12.5.1. what the Member is said to have done or not done;

12.5.2. that the Member may provide an explanation to the Directors, and details of how to do so; and

12.5.3. the Directors may resolve to act as per Clause 12.

12.6. After considering any explanation provided, the Directors may:

12.6.1. take no further action,

12.6.2. warn the Member,

12.6.3. suspend the Member's rights as a Member for a period of no more than 12 months,

12.6.4. expel the Member,

12.6.5. 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

12.6.6. require the matter to be determined at a general meeting.

12.6.7. The Directors cannot fine a Member.

12.7. The secretary must give written notice to the Member of the decision as soon as possible.

13. Winding up

13.1. Any surplus assets that remain after the Company is wound up must be distributed to one or more charities whose:

13.1.1. charitable purposes similar to the Company; and

13.1.2. which also prohibit the distribution of any income to its Members to at least the same extent as the Company.

- 13.2. The decision as to the charity or charities to be given the surplus assets must be made by a special resolution of Members on recommendation of the Board at or before the time of winding up.
- 13.3. If the Members do not make this decision, the Board may apply to the Supreme Court to make this decision.
- 13.4. Any surplus assets of the Company must not be paid or distributed to any current or former Member Members unless eligible under Clause 11.5.

14. Alteration

- 14.1. This Constitution may be altered at a duly convened general meeting of Members by a special resolution, of which notice has been given in writing to the Members.
- 14.2. Any such resolution under Clause 14 (unless it expressly provides otherwise) does not take effect if it would cause the Company to lose any entitlement to registration under Relevant Laws.
- 14.3. The Members may change the Company's name by special resolution in accordance with the Corporations Act. Such a resolution authorises the Board to update all references to the Company's name in this Constitution.
- 14.4. Despite Clause 1 and Clause 14.1, the Board may apply under the Corporations Act to omit from or reinstate "Limited" in its name.

15. Definitions and Interpretations

- 15.1. In this constitution, the following definitions apply:
- 15.1.1. **Annual General Meeting** means the annual general meeting held by the Company as required by the Governing Acts and in accordance with Clause 6 of this Constitution;

- 15.1.2. *Board* means the Board of Directors of the Company with a quorum to transact business;
- 15.1.3. *Business Day* means a weekday which is not a public holiday in Melbourne, Victoria;
- 15.1.4. *Chair* means the Director and office bearer under Clause 9.1;
- 15.1.5. *Company* means the company named on Clause 1 of this Constitution;
- 15.1.6. *Company Secretary* means a secretary appointed under Clause 9.11;
- 15.1.7. *Constitution* means this constitution of the Company;
- 15.1.8. *Corporations Act* means the Corporations Act 2001 (Cth) or any subsequent or similar enactment or re-enactment;
- 15.1.9. *Deputy Chair* means the Director and office bearer under Clause 9.1;
- 15.1.10. *Governing Acts* means the same as Relevant Laws;
- 15.1.11. *Indemnified Officer* has the meaning given in Clause 10;
- 15.1.12. *Law* includes statute, regulation, legislative instrument, rules, standards, proclamation, ordinance, or by-law which, by or under statute, bind a person from time to time;
- 15.1.13. *Liability* includes cost, charge, loss, damage, expense, or penalty;
- 15.1.14. *Member* means a person who is a Member of the Company pursuant to Clause 5 and whose Membership of the Company has not been terminated as per Clause 5.4, but does not include a Community Member unless it is expressly stated that it does so;
- 15.1.15. *Ordinary resolution* means a resolution passed by agreement of 50% of eligible Members present;
- 15.1.16. *Purpose* has the meaning given in Clause 2;
- 15.1.17. *Regulations* means Regulations made by the Board under Clause 9.12;

15.1.18. *Relevant Laws* means Laws regulating the registration, reporting or governance obligations of the Company and includes Australian Charities and Not-for-profits Commission Act 2012 (Cth), Income Tax Assessment Act 1997 (Cth) and Charities Act 2013 (Cth).

15.1.19. *Representative of a Member* means: (a) a proxy appointed in accordance with Clause 6.9; and (b) an attorney of the Member, whose instrument of appointment has been provided to the Company, and includes a Representative appointed on a standing basis.

15.1.20. *Special resolution* means a resolution passed by 75% of those present and eligible to vote at the meeting;

15.1.21. *Unacceptable Conduct* means conduct of a Member which, in the reasonable opinion of the Board: (a) is, has been or will be prejudicial to the Company's interests; (b) is not that of a fit and proper person or a person of good fame and character; (c) is unbecoming of Members; and (d) is conduct similar to the above which is set out in the Regulations;

15.1.22. and *Year*, in relation to a Director's term of office, means the period of approximately one calendar year between annual general meetings.

15.2. In this constitution, unless a contrary intention appears:

15.2.1. the singular includes the plural and vice versa;

15.2.2. words importing one gender include other genders;

15.2.3. a reference to an individual or person includes a partnership, body corporate, government authority or agency and vice versa (whether or not incorporated);

15.2.4. a reference to a person includes that person's executors, administrators, successors, substitutes and permitted assigns;

- 15.2.5. a reference to a document or instrument, including this Constitution, includes that document or instrument as novated, altered or replaced from time to time;
 - 15.2.6. a reference to a statute, code or other law includes Regulations and other instruments made under it and includes consolidations, amendments, re-enactments, or replacements of any of them;
 - 15.2.7. other grammatical forms of defined words or expressions have corresponding meanings;
 - 15.2.8. headings and the provision of a table of contents are for convenience only and do not affect the interpretation of this Constitution;
 - 15.2.9. The Governing Acts override any Clauses in this constitution which are inconsistent with those Acts;
 - 15.2.10. A word or expression that is defined in the Governing Acts, or used in that Act and covering the same subject, has the same meaning as in this constitution; and
 - 15.2.11. A reference to an Office Bearer of the Company also includes their authorised delegate.
- 15.3. This Constitution is to be interpreted subject to the Governing Acts;
- 15.4. Except as far as the contrary intention appears in this Constitution, an expression has, in a provision of this Constitution that deals with a matter dealt with by a particular provision of the Governing Acts, the same meaning as in that provision of the relevant Governing Act.
- 15.5. Whenever used in this Constitution, unless the context indicates a contrary intention, words importing the singular number include the plural, and vice versa, and words importing a gender include other genders, words importing natural persons

include corporations, and headings are for ease of reference and do not affect the construction of this Constitution.

15.6. The replaceable rules in the Corporations Act do not apply.

Version 2.5: Updated to correct a minor error following removal of clause in V2.4