



---

# Suicide Prevention Australia

---

**THE CONSTITUTION**

**of**

**SUICIDE PREVENTION AUSTRALIA LTD**

Approved 11<sup>th</sup> December 2014

## TABLE OF CONTENTS

1.	PRELIMINARY .....	4
1.1	Name and nature of Suicide Prevention Australia Ltd .....	4
1.2	Replaceable rules .....	4
1.3	Objects .....	4
1.4	No distribution to Members.....	4
2.	MEMBERS .....	5
2.1	Classes of membership .....	5
2.2	Nominations .....	5
2.3	No transfers .....	6
2.4	Ceasing to be a Member .....	6
2.5	Resignation .....	6
2.6	Expulsion or suspension .....	6
2.7	Variation of classes and class rights.....	7
2.8	Certificates.....	7
2.9	Life Member .....	7
2.10	Appointment of Representatives .....	7
3.	PROCEEDINGS OF MEMBERS .....	8
3.1	Who can call meetings of Members .....	8
3.2	Annual General Meeting .....	8
3.3	How to call meetings of Members .....	8
3.4	Right to attend meetings .....	9
3.5	Meeting at more than one place .....	9
3.6	Quorum.....	9
3.7	Chairperson.....	10
3.8	General conduct of meetings.....	10
3.9	Resolutions of Members .....	10
3.10	Polls .....	10
3.11	Adjourned, cancelled and postponed meetings.....	11
3.12	Number of votes .....	11
3.13	Objections to qualification to vote .....	12
3.14	Proxies and attorneys .....	12
3.15	Voting.....	13
4.	FEES AND LEVIES .....	14
4.1	Fees.....	14
4.2	Special Levy.....	14
4.3	Failure to Pay Levy or Annual Membership fee.....	14
4.4	Interest.....	14
4.5	Exercise of powers .....	14
5.	BOARD OF DIRECTORS .....	14
5.1	Constitution and Membership of the Board of Directors .....	15
5.2	Election of Directors .....	15
5.3	Appointment of Independent Directors.....	16
5.4	Chairperson and Deputy Chairperson .....	16
5.5	Removal of a Director .....	17
5.6	Transition .....	17
6.	OFFICERS.....	17
6.1	Chief Executive Officer .....	17
6.2	Secretary .....	18
6.3	Treasurer .....	18
6.4	Indemnity and insurance .....	18
7.	POWERS OF THE COMPANY AND DIRECTORS .....	19

7.1	<b>General powers</b> .....	19
7.2	<b>Execution of documents</b> .....	19
7.3	<b>Committees and delegates</b> .....	20
7.4	<b>Alternate Director</b> .....	20
8.	<b>PROCEEDINGS OF DIRECTORS</b> .....	<b>20</b>
8.1	<b>Written resolutions of the Directors</b> .....	20
8.2	<b>Meetings of the Directors</b> .....	21
8.3	<b>Who can call meetings of the Directors</b> .....	21
8.4	<b>How to call meetings of the Directors</b> .....	21
8.5	<b>Quorum</b> .....	22
8.6	<b>Resolutions of the Directors</b> .....	22
8.7	<b>Chairperson</b> .....	22
9.	<b>FUNDS</b> .....	<b>22</b>
9.1	<b>Source</b> .....	22
9.2	<b>Funds Management</b> .....	23
10.	<b>NOTICES</b> .....	<b>23</b>
10.1	<b>Notice to Members</b> .....	23
10.2	<b>Notice to Directors and Committee Members</b> .....	23
10.3	<b>Notice to the Company</b> .....	23
10.4	<b>Time of service</b> .....	24
10.5	<b>Signatures</b> .....	24
11.	<b>WINDING UP</b> .....	<b>24</b>
11.1	<b>Transfer of surplus</b> .....	24
11.2	<b>Application to Supreme Court</b> .....	24
12.	<b>ACCOUNTS AND AUDIT</b> .....	<b>25</b>
12.1	<b>Accounting Records</b> .....	25
13.	<b>COMPLAINTS AND DISCIPLINARY PROCEDURES</b> .....	<b>25</b>
13.1	<b>Handling complaints and disciplinary procedures</b> .....	25
13.2	<b>Right of Appeal of Disciplined Member</b> .....	25
13.3	<b>Representatives</b> .....	26
13.4	<b>Resolution of Internal Disputes</b> .....	26
14.	<b>BALLOT OF MEMBERS</b> .....	<b>26</b>
15.	<b>BY LAWS</b> .....	<b>27</b>
15.1	<b>By-Laws</b> .....	27
16.	<b>INSPECTION OF RECORDS</b> .....	<b>27</b>
17.	<b>AMENDMENTS</b> .....	<b>27</b>
18.	<b>DEFINITIONS AND INTERPRETATION</b> .....	<b>27</b>
18.1	<b>Definitions</b> .....	27
18.2	<b>Interpretation</b> .....	29
18.3	<b>Exercise of powers</b> .....	29
18.4	<b>Severing invalid provisions</b> .....	29

## **1. PRELIMINARY**

### **1.1 Name and nature of Suicide Prevention Australia Ltd**

- (a) The name of the Company is "Suicide Prevention Australia Ltd" (hereinafter referred to as **"the Company"**).
- (b) The Company is a public company limited by guarantee.
- (c) Each Member undertakes to contribute an amount not exceeding \$10 to the property of the Company if the Company is wound up:
  - (i) at a time when that person is a Member; or
  - (ii) within one year of the time that person ceased to be a Member,for:
  - (iii) payment of the debts and liabilities of the Company contracted or incurred before that person ceased to be a Member; and
  - (iv) payment of the costs, charges and expenses of winding up the Company.

### **1.2 Replaceable rules**

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

### **1.3 Objects**

- (a) The Company is the national peak body for the suicide prevention sector.
- (b) The Objects for which the Company is established are:
  - (i) Object 1: Prevent suicide by supporting Members to build a stronger suicide prevention sector.
  - (ii) Object 2: Develop collaborative partnerships to raise community awareness and undertake public education on the issues relating to suicide and suicide prevention.
  - (iii) Object 3: Advocate for a better policy and funding environment for suicide prevention.
- (c) The Company:
  - (i) will only apply the income and property of the Company in promoting the Objects of the Company;
  - (ii) must comply with clause 1.4 of this Constitution; and
  - (iii) must not subscribe to, support with its funds, or amalgamate with, any organisation which does not, to the same extent as this Constitution, restrict the application of its income and property and prohibit the making of distributions to its members.

### **1.4 No distribution to Members**

- (a) Subject to clause 1.4(b) of this Constitution, the Company must not make any distributions to any Members, whether by way of dividend, surplus on winding up or otherwise.
- (b) Clause 1.4(a) does not prevent the Company, with the approval of the Directors acting in good faith, paying:
  - (i) reasonable remuneration to any officer or Director of the Company;
  - (ii) reasonable remuneration in consideration for services rendered or goods supplied by a Member, to the Company in the ordinary course of business;
  - (iii) interest, at a reasonable rate, on money borrowed by the Company from a Member;
  - (iv) reasonable rent for premises leased to the Company by a Member;
  - (v) out-of-pocket expenses incurred by a Member for, or on behalf of, the Company; or

- (vi) any other reasonable amount of a similar character to those described in this clause 1.4(b).

## **2. MEMBERS**

### **2.1 Classes of membership**

- (a) The Directors may, from time to time, determine:
  - (i) the various classes of membership of the Company;
  - (ii) any restriction in the number of Members, including the number of Members within each class;
  - (iii) the qualifications for admission to each class; and
  - (iv) the rights attached to being a Member in each class, subject to clause 2.1(b).
- (b) Only Members which are organisations may be given the right to vote on the election for Directors under clause 5.1(a)(i) and on a resolution to remove a Director under clause 5.5(b).

### **2.2 Nominations**

- (a) An organisation is qualified to be a Member of the Company if, but only if:
  - (i) the organisation has:
    - A. been nominated for Membership of the Company as provided by this clause;
    - B. a demonstrated commitment to suicide and self-harm prevention and/or postvention;
    - C. nominated a delegate from among the organisation to represent the interests of the organisation; and
    - D. been approved for Membership of the Company by the Board;
  - (ii) the Directors are satisfied that the organisation will carry out its obligations as a Member honestly and fairly and with business integrity; and
  - (iii) the organisation agrees to be bound by, and to comply with, this Constitution.
- (b) A nomination for Membership of the Company:
  - (i) must be made by the nominee in writing in the form determined by the Board from time to time; and
  - (ii) must be lodged with the Secretary of the Company.
- (c) A nomination for Membership must be lodged with the relevant entrance fee and annual subscription fee payable pursuant to clause 4.1.
- (d) As soon as practicable after receiving a nomination for Membership, the Secretary must refer the nomination to the Board (or subcommittee appointed by the Board to responsible for Membership) which will determine, at its absolute discretion, whether to approve or reject the nomination.
- (e) If the Board determines to approve a nomination for Membership, the Secretary must, as soon as practicable after that determination, notify the nominee of that approval and enter the nominee's name in the Register of Members and, on the name being entered, the nominee becomes a Member of the Company.
- (f) For the avoidance of doubt, a nominee will have no rights of Membership of the Company, and will not be entitled to vote at a general meeting of the Company, unless and until the Board has approved their nomination for Membership, and the Secretary has entered their name in the register of Members.

- (g) Should a nomination not be approved, the Secretary will notify the nominee of that determination and return the membership fee to the nominee within 28 days. The Board is not required to give any reason for the rejection of a nomination to become a Member.

### 2.3 **No transfers**

A right, privilege or obligation which a person has by reason of being a Member of the Company:

- (a) is not capable of being transferred or transmitted to another person; except as provided under clause 2.10; and
- (b) terminates on cessation of the person's Membership.

### 2.4 **Ceasing to be a Member**

A Member will cease to be a Member if:

- (a) that Member resigns in accordance with clause 2.5;
- (b) that Member is expelled under clause 2.6;
- (c) that Member fails to pay annual fees for renewal of membership to the Company; or
- (d) a Cessation Event occurs in respect of that person.

### 2.5 **Resignation**

- (a) A Member of the Company is not entitled to resign that Membership except in accordance with this rule.
- (b) A Member of the Company who has paid all amounts payable by the Member to the Company in respect of the Member's Membership may resign from Membership of the Company by first giving to the Secretary written notice of no more than 28 days (or such other period as the Board may determine) of the Member's intention to resign and, on the expiration of the period of notice, the Member ceases to be a Member.
- (c) If a Member of the Company ceases to be a Member under clause 2.5(b) and in every other case where a Member ceases to hold Membership, the Secretary must make an appropriate entry in the Register of Members recording the date on which the Member ceased to be a Member.

### 2.6 **Expulsion or suspension**

- (a) Subject to clause 2.6(c), the Directors may resolve to:
  - (i) expel a Member; or
  - (ii) suspend a Member:
    - A. for such period; and
    - B. from enjoying such rights and privileges of membership, as the Directors, at their discretion, may determine;if:
  - (iii) an Expulsion Event (other than the non payment of a Fee) occurs in respect of the Member; and
  - (iv) the Company gives that Member at least ten (10) Business Days' notice in writing:
    - A. stating the Expulsion Event and that the Member is liable to be expelled; and
    - B. informing the Member of its right under clause 2.6(c)(i).
- (b) The Directors may resolve to expel a Member if the Member does not pay a Fee within sixty (60) days after the due date for its payment.
- (c) Before passing any resolution under clause 2.6(a), the Directors:

- (i) must allow the Member to give to the Directors, either orally or in writing, any explanation or defence of the Expulsion Event; and
- (ii) may resolve to adopt other procedures to aid the resolution of complaints against the Member, including the appointment of complaints committees and mediators.
- (d) Where a resolution is passed under clauses 2.6(a), 2.6(b) or 2.6(c), the Company must give the Member notice ("**Discipline Notice**") in writing of the expulsion or suspension, within ten (10) Business Days of the resolution.
- (e) A resolution under clauses 2.6(a), 2.6(b) and 2.6(c) takes effect on the date of the resolution.
- (f) The Directors may reinstate an expelled Member on any terms and at any time as the Directors resolve, including a requirement that all amounts due but unpaid by the expelled Member are paid.

## 2.7 **Variation of classes and class rights**

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

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

## 2.8 **Certificates**

- (a) The Company may issue to each Member, free of charge, a certificate evidencing that person as a Member.
- (b) The Company may issue a replacement certificate for a Member if:
  - (i) the Company receives and cancels the existing certificate; or
  - (ii) the Company is satisfied that the existing certificate is lost or destroyed, and the Member pays any fee as the Directors resolve.

## 2.9 **Life Member**

- (a) The Board of the Company may, by unanimous resolution of all the Directors, confer honorary Life Membership on individuals who have demonstrated outstanding service to the Company. Life Members will not be required to pay any fees or subscriptions pursuant to clause 4 other than a special levy pursuant to clause 4.2.
- (b) A certificate of Life Membership may be given to the Life Member to commemorate the Life Member's election to that position.

## 2.10 **Appointment of Representatives**

- (a) A Member must appoint or nominate a natural person to be that Member's Representative to exercise, upon behalf of the Member, all rights conferred by this Constitution and otherwise determined by the Board.
- (b) Subject to this Constitution, the Directors may accept or refuse the appointment of a Representative by a Member.
- (c) The Representative is deemed to be the designated contact point for receiving all communications from the Company on behalf of the Member.
- (d) A Member may advise the Company that a Representative is no longer able to represent its interests by notifying the Secretary in writing and must then nominate an alternate Representative within 28 days.
- (e) If the Member has not appointed or nominated a Representative or Representatives to represent that Member, the chief executive officer, managing partner or similar equivalent will be eligible to vote on all matters at which the Member is entitled to vote.

### **3. PROCEEDINGS OF MEMBERS**

#### **3.1 Who can call meetings of Members**

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

#### **3.2 Annual General Meeting**

- (a) The Company must hold an AGM if required by, and in accordance with, the Corporations Act.
- (b) The business of an AGM may include any of the following, even if not referred to in the notice of the meeting:
  - (i) confirming the minutes of the last preceding AGM and of any meeting held since that meeting;
  - (ii) the consideration of the annual financial report, the Directors' report and the auditor's report for the Company;
  - (iii) the appointment of the auditor of the Company;
  - (iv) the fixing of the remuneration of the auditor of the Company;
  - (v) to receive from the Board reports on the activities of the Company during the preceding financial year; and
  - (vi) to elect Directors, subject to clause 5.2.

#### **3.3 How to call meetings of Members**

- (a) The Company must give not less than the Prescribed Notice of a meeting of Members.
- (b) Notice of a meeting of Members must be given to each Member, each Director, each Alternate Director and the existing auditor of the Company.
- (c) A notice of a meeting of Members must:
  - (i) set out the place, date and time for the meeting (and if the meeting is to be held in two or more places, the technology that will be used to facilitate this);
  - (ii) state the general nature of the business of the meeting; and
  - (iii) set out or include any other information or documents specified by the Corporations Act.
- (d) If the nature of the business proposed to be dealt with at a general meeting requires a special resolution of the Company, the Secretary must, at least 21 days before the date fixed for the holding of the general meeting, cause notice to be sent to each Member specifying, in addition to the matters required under clause 3.3(c), the intention to propose the resolution as a special resolution.
- (e) No business other than that specified in the notice convening a general meeting is to be transacted at the meeting except in the case of an annual general meeting, business which may be transacted under clause 3.2(b).
- (f) A Member who is entitled to do so may bring any business before a general meeting by giving notice in writing of that business to the Secretary who must include that business in the next notice calling a general meeting given after receipt of the notice from the Member.



- (g) Each notice of any annual general meeting sent to Members in accordance with this clause 3.3 must include a ballot paper listing the names of the candidates nominated for election as Director. The ballot papers must be in the usual and proper form as the Board may direct.
- (h) An annual general meeting must be specified as such in the notice convening it.
- (i) Subject to the Corporations Act, anything done (including the passing of a resolution) at a meeting of Members is not invalid if a person does not receive notice of the meeting and/or the Company accidentally does not give notice of the meeting to a person.

#### 3.4 **Right to attend meetings**

- (a) Each Member and the existing auditor of the Company is entitled to attend any meetings of Members.
- (b) Subject to this Constitution, each Director is entitled to attend and speak at all meetings of Members.

#### 3.5 **Meeting at more than one place**

- (a) A meeting of Members may be held in two or more places linked together by any technology that:
  - (i) gives the Members as a whole in those places a reasonable opportunity to participate in proceedings;
  - (ii) enables the Chairperson to be aware of proceedings in each place; and
  - (iii) enables the Members in each place to vote on a show of hands and on a poll.
- (b) If a meeting of Members is held in two or more places under clause 3.5(a):
  - (i) a Member present at one of the places is taken to be present at the meeting; and
  - (ii) the Chairperson of that meeting may determine at which place the meeting is taken to have been held.

#### 3.6 **Quorum**

- (a) Subject to clause 3.6(e), a quorum for a meeting of Members is at least five (5) Members entitled to vote at that meeting.
- (b) In determining whether a quorum for a meeting of Members is present:
  - (i) where a person is present as a Member entitled to vote at that meeting and as a proxy or attorney of another Member who is entitled to vote at that meeting, that person is counted separately for each appointment provided that there is at least one other Member entitled to vote at that meeting present; and
  - (ii) where a person is present as a proxy or attorney for more than one Member who is entitled to vote at that meeting, that person is counted separately for each appointment provided that there is at least one other Member entitled to vote at that meeting present.
- (c) A quorum for a meeting of Members must be present at the commencement of the meeting. If a quorum is present at the commencement of a meeting of Members, it is taken to be present throughout the meeting unless the Chairperson otherwise determines.
- (d) If a quorum is not present within thirty (30) minutes after the time appointed for a meeting of Members:
  - (i) if the meeting was called under clause 3.1(b) or clause 3.1(c), the meeting is dissolved; and
  - (ii) any other meeting is adjourned to the date, time and place as the Directors may, by notice to the Members, appoint, or failing any appointment, to the same day in the next week at the same time and place as the meeting adjourned.

- (e) If a quorum is not present within thirty (30) minutes after the time appointed for an adjourned meeting of Members:
  - (i) if there are not less than five (5) Members entitled to vote at that meeting present, they will constitute a quorum; and
  - (ii) otherwise, the meeting is dissolved.

### 3.7 **Chairperson**

- (a) The Chairperson will (if present within fifteen (15) minutes after the time appointed for the holding of the meeting and willing to act) chair each meeting of Members.
- (b) If at a meeting of Members:
  - (i) there is no Chairperson;
  - (ii) the Chairperson is not present within fifteen (15) minutes after the time appointed for the holding of a meeting of Members; or
  - (iii) the Chairperson is present within that time but is not willing to chair all or part of that meeting,

the Directors present may, by majority vote, elect another Director or another person present to chair all or part of the meeting of Members.

- (c) Subject to clause 3.7(a), if at a meeting of Members:
  - (i) a Chairperson of that meeting has not been elected by the Directors under clause 3.7(b); or
  - (ii) the Chairperson elected by the Directors is not willing to chair all or part of a meeting of Members,

the Members present and entitled to vote at that meeting must elect another person, present and willing to act, to chair all or part of that meeting.

### 3.8 **General conduct of meetings**

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

### 3.9 **Resolutions of Members**

- (a) Subject to the Corporations Act, a resolution is passed if more votes are cast in favour of the resolution by Members entitled to vote on the resolution than against the resolution.
- (b) Unless a poll is requested in accordance with clause 3.10, a resolution put to the vote at a meeting of Members must be decided on a show of hands by Members entitled to vote.
- (c) A declaration by the Chairperson of a meeting of Members that a resolution has on a show of hands been passed, passed by a particular majority, or not passed, and an entry to that effect in the minutes of the meeting, are sufficient evidence of that fact, unless proved incorrect.
- (d) A resolution of the Company is a special resolution if it is passed by a majority which comprises at least three-quarters of such Members of the Company as, being entitled under this Constitution so to do, actually vote in person or by proxy (rather than three-quarters of all Members of the Company) at a general meeting of which at least 21 days' written notice specifying the intention to propose the resolution as a special resolution was given in accordance with this Constitution.

### 3.10 **Polls**

- (a) A poll may be demanded on any resolution at a meeting of Members except:
  - (i) the election of a Chairperson of that meeting; or
  - (ii) the adjournment of that meeting.
- (b) A poll on a resolution at a meeting of Members may be demanded by:
  - (i) at least three Members entitled to vote at that meeting;
  - (ii) Members entitled to vote at that meeting with at least five percent (5%) of the votes that may be cast on the resolution on a poll; or
  - (iii) the Chairperson of that meeting.
- (c) A poll on a resolution at a meeting of Members may be demanded:
  - (i) before a vote on that resolution is taken; or
  - (ii) before, or immediately after, the result of the vote on that resolution on a show of hands is declared.
- (d) A demand for a poll may be withdrawn.
- (e) A poll demanded on a resolution at a meeting of Members must be taken in the manner and at the time and place the Chairperson directs.
- (f) The result of a poll demanded on a resolution of a meeting of Members is a resolution of that meeting.
- (g) A demand for a poll on a resolution of a meeting of Members does not prevent the continuance of that meeting or that meeting dealing with any other business.

### 3.11 **Adjourned, cancelled and postponed meetings**

- (a) Subject to the Corporations Act, the Chairperson must, if the Members present and entitled to vote, with a majority of votes that may be cast at that meeting, agree or direct the Chairperson to do so, adjourn a meeting of Members to any day, time and place.
- (b) No person other than the Chairperson of a meeting of Members may adjourn that meeting.
- (c) Only business left unfinished is to be transacted at a meeting of Members resumed after an adjournment.
- (d) Subject to the Corporations Act and this clause 3.11, the Directors may at any time postpone or cancel a meeting of Members by giving notice, not less than five (5) Business Days before the time at which the meeting was to be held, to each person to whom the notice of the meeting was required to be given.
- (e) A general meeting called under clause 3.1(b) must not be cancelled or postponed by the Directors without the consent of the Members who requested the meeting.
- (f) A general meeting called under clause 3.1(c) must not be cancelled or postponed by the Directors without the consent of the Members who called the meeting.
- (g) A notice adjourning or postponing a meeting of Members must set out the place, date and time for the revised meeting (and if the revised meeting is to be held in two or more places, the technology that will be used to facilitate this).

### 3.12 **Number of votes**

- (a) Subject to this Constitution and any rights or restrictions attached to a class of Membership, on a show of hands or on a poll at a meeting of Members, every Member present and entitled to vote has the number of votes specified in clause 3.15.
- (b) In the case of an equality of votes on a resolution at a meeting of Members, the Chairperson of that meeting has a casting vote on that resolution both on a show of hands and on a poll, in addition to any vote the Chairperson has in respect of that resolution.

- (c) A Member present and normally entitled to vote at a meeting of Members is not entitled to vote on any resolution if any amount due and payable in respect of that person's Membership has not been paid within sixty (60) days after the due date for payment.
- (d) A Member present and normally entitled to vote at a meeting of Members is not entitled to vote on a resolution at that meeting where that vote is prohibited by the Corporations Act or an order of a court of competent jurisdiction.
- (e) The Company must disregard any vote on a resolution purported to be cast by a Member present at a meeting of Members where that person is not entitled to vote on that resolution.
- (f) The authority of a proxy or attorney for a Member entitled to speak or vote at a meeting of Members is suspended while the Member is present in person at that meeting.

### 3.13 **Objections to qualification to vote**

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

### 3.14 **Proxies and attorneys**

- (a) A Member entitled to do so may vote on a show of hands and on a poll:
  - (i) in person;
  - (ii) by not more than one proxy; or
  - (iii) by not more than one attorney.
- (b) A proxy or attorney of a Member entitled to vote need not be a Member.
- (c) A Member may appoint a proxy or attorney for:
  - (i) all meetings of Members; or
  - (ii) any one or more specified meetings of Members.
- (d) An instrument appointing a proxy is valid if it is signed by the Member making the appointment and contains:
  - (i) the name and address of that Member;
  - (ii) the name of the Company;
  - (iii) the name of the proxy or the name of the office held by the proxy; and
  - (iv) the meetings of Members at which the proxy may be used.
- (e) The Chairperson of a meeting of Members may determine that an instrument appointing a proxy is valid even if it contains only some of the information specified in clause 3.14(d).
- (f) An instrument appointing an attorney must be in a form as the Directors may prescribe or accept, from time to time.
- (g) Subject to the Corporations Act, the decision of the Chairperson of a meeting of Members as to the validity of an instrument appointing a proxy or attorney is final and conclusive.
- (h) Unless otherwise provided in the Corporations Act or in the appointment, a proxy or attorney may:

- (i) agree to a meeting of Members being called by shorter notice than is required by the Corporations Act or this Constitution;
  - (ii) agree to a resolution being either or both proposed and passed at a meeting of Members of which notice of less than the Prescribed Period is given;
  - (iii) speak on any resolution at a meeting of Members on which the proxy or attorney may vote;
  - (iv) vote at a meeting of Members (but only to the extent allowed by the appointment);
  - (v) demand or join in demanding a poll on any resolution at a meeting of Members on which the proxy or attorney may vote; and
  - (vi) attend and vote at any meeting of Members which is rescheduled or adjourned.
- (i) Unless otherwise provided in the Corporations Act or in the appointment, a proxy or attorney may vote on:
- (i) any amendment to a resolution on which the proxy or attorney may vote;
  - (ii) any motion not to put that resolution or any similar motion; and
  - (iii) any procedural motion relating to that resolution, including a motion to elect the Chairperson of a meeting of Members, vacate the chair or adjourn that meeting.
- (j) The Company must only send a form of proxy to Members entitled to vote in respect of a meeting of Members which provides for the Member:
- (i) to appoint a proxy of the Member's choice, but may specify who is to be appointed as proxy if the Member does not choose; and
  - (ii) to vote for or against each resolution, and may also provide for the Member to abstain from voting on each resolution.
- (k) If the name of the proxy or the name of the office of the proxy in a proxy form of a Member is not filled in, the proxy of that Member is:
- (i) the person specified by the Company in the form of proxy in the case where the Member does not choose; or
  - (ii) if no person is so specified, the Chairperson of that meeting.
- (l) A Member entitled to vote may specify the manner in which a proxy or attorney is to vote on a particular resolution at a meeting of Members but, unless specified, the proxy or attorney may vote as he or she thinks fit.
- (m) An appointment of proxy or attorney for a meeting of Members is effective only if the Company receives the appointment (and any authority under which the appointment was signed or a certified copy of the authority) not less than forty eight (48) hours before the time scheduled for commencement of that meeting (or any adjournment of that meeting, unless the adjourned meeting is held within forty eight (48) hours of the original meeting).
- (n) Unless the Company has received notice in writing before the time scheduled for the commencement or resumption of a meeting of Members, a vote cast at that meeting by a person appointed by a Member entitled to vote as a proxy or attorney is, subject to this Constitution, valid even if, before the person votes, the appointing Member:
- (i) dies; or
  - (ii) is mentally incapacitated;
  - (iii) revokes the appointment of that person;
  - (iv) revokes the authority under which the person was appointed by a third party.

### 3.15 **Voting**

- (a) On any question arising at a general meeting of the Company a Member entitled to vote has one vote only.
- (b) All votes must be given personally or by proxy but no Member other than the Chairperson may hold more than 5 proxies.
- (c) In the case of an equality of votes on a question at a general meeting, the Chairperson of the meeting is entitled to exercise a second or casting vote.

#### **4. FEES AND LEVIES**

##### **4.1 Fees**

- (a) A nominee must, on nomination for Membership, pay to the Company the relevant amount determined by the Board.
- (b) In addition to any amount payable by a nominee under clause (1), a Member of the Company must pay to the Company an annual Membership fee in the amount as is determined by the Board, each Financial Year.
- (c) The Company may make Fees payable for one or more Members, classes or categories of Members, for different amounts and at different times.
- (d) Pursuant to clauses 4.1(a) and (b), the Directors may, from time to time, give notice to Members:
  - (i) revoking or postponing Fees;
  - (ii) extending the time for payment of Fees;
  - (iii) allowing for payment of Fees by instalments; or
  - (iv) stipulating the amount, the time, the method and the place of payment of Fees.

##### **4.2 Special Levy**

If any matter arises which in the opinion of the Directors affects the interests of the Company or of its Members and which involves any unusual expenditure or commitments, the Directors are empowered to levy the Members on such basis as they may consider just and equitable and fix the method of payment provided that in any one financial year such levy or levies must not exceed an amount equal to the annual membership fee of that Member unless first approved by a general meeting of the Members.

##### **4.3 Failure to Pay Levy or Annual Membership fee**

If any Member fails to pay the levy within one (1) month after notice of the levy or if the Member is in arrears for sixty (60) days in payment of the Member's annual membership fee, the Member may not take part in any proceedings of the Company unless the Directors extend the time for payment or waive the requirement to pay.

##### **4.4 Interest**

- (a) A Member must pay to the Company:
  - (i) interest at the rate reasonably determined by the Directors, on any Fees which are not paid on, or before, the time appointed for payment, from the time appointed for payment to the time of the actual payment; and
  - (ii) expenses incurred by the Company because of the failure to pay, or late payment of, that amount.
- (b) The Directors may waive payment of all or any part of an amount payable under clause 4.4(a).

##### **4.5 Exercise of powers**

The powers of the Company under this clause 4 may only be exercised by the Directors.

#### **5. BOARD OF DIRECTORS**

## 5.1 Constitution and Membership of the Board of Directors

- (a) The Board is to have a maximum of eleven (11) and no less than seven (7) Directors, with:
  - (i) a minimum of two (2) and maximum of five (5) Elected Directors elected by those Members eligible to vote on the election of Directors; and
  - (ii) a minimum of not less than the number of Elected Directors from time to time and a maximum of eight (8) Independent Directors appointed by the Board in accordance with clause 5.3.
- (b) The following office-bearers will be appointed from the Board:
  - (i) the Chairperson (who must be an Independent Director);
  - (ii) the Deputy Chairperson;
  - (iii) the Treasurer; and
  - (iv) the Secretary.
- (c) The Board will elect the office holder position of Chairperson only from those persons who are Independent Directors, and elect the office holder positions of Deputy Chairperson, Secretary and Treasurer from the Elected Directors and the Independent Directors.
- (d) Each Elected Director is, subject to this Constitution, to hold office until the conclusion of the third annual general meeting following the date of the Elected Director's election. Each Elected Director elected from the membership must retire at the relevant AGM, but will be eligible for re-election for a further 3 year period.
- (e) In the event of a casual vacancy occurring in the Board, the Board may appoint any person to fill the vacancy and the person so appointed is to hold office, subject to this Constitution, until the conclusion of the annual general meeting next following the date of the appointment provided that any person so appointed must become a Member of the Company.
- (f) The Chief Executive Officer of the Company is an 'Ex officio' Member to and servant of all committees of the Company but without a vote in the Board or its committees.
- (g) The maximum term of office that may be held by a Director is 9 years from the date of their first election. In exceptional circumstances, a Director may exceed their 9 year term by such period, subject to this clause, as determined by special resolution of the Board. Under no circumstances may a Director remain in office for more than 12 years.
- (h) Any officer-holder who ceases to be a Director automatically ceases at that time to hold that office.
- (i) To allow for the orderly rotation of Board membership, the Board may, by special resolution, allocate (by ballot or other means) to any one or more Directors a term for the holding of office that is shorter than that provided for in clause 5.1(d) or clause 5.3(d).

## 5.2 Election of Directors

- (a) Nominations of candidates for election as Directors, excluding the Independent Directors:
  - (i) must be made in writing, signed by the candidate (which may be endorsed on the form of the nomination); and
  - (ii) must be delivered to the Secretary of the Company at least 30 days before the date fixed for the holding of the annual meeting at which the election is to take place.
- (b) If the number of nominations for Elected Directors received is equal to the number of vacancies to be filled, the persons nominated are taken to be elected.
- (c) If the number of nominations for Elected Directors received exceeds the number of vacancies to be filled, a ballot is to be held.

- (d) The ballot (both at the annual general meeting and by mail) for the election of Elected Directors is to be conducted in accordance with clause 15 in such usual and proper manner as the Board may direct.
- (e) If insufficient nominations are received to fill all Elected Director vacancies on the Board, the candidates nominated are taken to be elected and any vacant Elected Director positions remaining on the Board are taken to be casual vacancies and may be filled in accordance with clause 5.1(e).

### 5.3 **Appointment of Independent Directors**

- (a) Subject to clause 5.3(d), up to eight (8) additional Directors drawn from outside the Company's Membership may be appointed by the Board because of their skills, experience and expertise that are deemed by the Board to be necessary and useful in the light of the Company's strategic priorities and operational requirements. These are known as Independent Directors.
- (b) Independent Directors are accountable to the Members in the same way that Elected Directors are accountable to Members and stakeholders.
- (c) The Board will establish and implement a due process for approaching, nominating and appointing Independent Directors.
- (d) Each Independent Director is to hold office for a period of 12 months following the date of their appointment. At the conclusion of the 12 month period the Board may by special resolution extend their office for a further 2 years.
- (e) Each Independent Director is, subject to this Constitution, to hold office until the conclusion of the third annual general meeting following the date of the Independent Director's appointment. Each Independent Director must retire at the relevant AGM, but will be eligible for re-appointment by the Board for a further 3 year period.
- (f) Any Independent Director must become a Member unless that person is already a Representative of a Member.

### 5.4 **Chairperson and Deputy Chairperson**

- (a) The Chairperson is the spokesperson of the Company, chairs the Board, chairs the annual general meeting and general meetings and exercises such other powers as conferred by the Board.
- (b) The Deputy Chair will carry out the duties of the Chair in their absence.



## 5.5 **Removal of a Director**

- (a) A Director may resign from office by giving the Company notice in writing.
- (b) Subject to the Corporations Act and this Constitution, the Company in general meeting convened in accordance with clause 3.1 may, by special resolution in accordance with clause 3.9(d), remove any Director from the Board before the expiration of that Director's term of office. The Board may appoint any person to fill the vacancy and the person so appointed is to hold office, subject to this Constitution, until the conclusion of the annual general meeting next following the date of the appointment provided that any person so appointed must become a Member of the Company if that person is not already a Member or a Representative of a Member.
- (c) If a Director to whom a proposed resolution referred to in clause 5.5(b) relates makes representations in writing to the Secretary or Chairperson (not exceeding a reasonable length) and requests that the representations be notified to the Members of the Company, the Secretary or the Chairperson may send a copy of the representations to each Member of the Company or, if the representations are not so sent, the Director is entitled to require that the representations be read out at the meeting at which the resolution is considered.
- (d) If a situation arises with a Director where, in the opinion of the Board, that Director has acted in a manner prejudicial to the best interests of the Company and in so doing lacks the confidence of the Board to serve effectively with other members of the Board, the offending Director will be given 21 working days to provide a written submission to the Board to show cause why he or she should continue to serve as a Director.
- (e) The Board, at a special meeting called by the Chairperson, may by resolution suspend or expel the Director from the Board after considering the written submission provided by the offending Director.
- (f) If the Board expels or suspends a Director, the Secretary will advise the Director in writing of their suspension or expulsion.
- (g) The expelled or suspended Director is still a Member of the Company, and has the rights associated with that class of Membership (if not expelled or suspended as a Member of the Company).
- (h) A Director ceases to be a Director if the Corporations Act so provides or if that Director:
  - (i) becomes of unsound mind;
  - (ii) is absent without the consent of the Directors from three consecutive meetings of the Directors and the other Directors resolve that his or her office should be vacated;
  - (iii) resigns or is removed under this Constitution;
  - (iv) becomes bankrupt; or
  - (v) ceases to be a Member of the Company or a Representative of a Member of the Company.

## 5.6 **Transition**

In the first financial year following the adoption of this Constitution, the Board may, by ordinary resolution, transfer the office of an Elected Director to the office of an Independent Director.

## 6. **OFFICERS**

### 6.1 **Chief Executive Officer**

- (a) The Directors may appoint a person as the Chief Executive Officer, for any period and on any terms (including as to remuneration) as the Directors resolve.
- (b) The Chief Executive Officer cannot be elected or appointed to the Board.

- (c) Subject to any agreement between the Company and the Chief Executive Officer, the Directors may remove or dismiss or suspend the Chief Executive Officer at any time, with or without cause.
- (d) The Directors may delegate any of their powers (including the power to delegate) to the Chief Executive Officer as provided in clause 7.3.
- (e) The Directors may revoke or vary:
  - (i) the appointment of the Chief Executive Officer; or
  - (ii) any power delegated to the Chief Executive Officer.
- (f) The Chief Executive Officer must exercise the powers delegated to him or her in accordance with any directions of the Directors.
- (g) The exercise of a delegated power by the Chief Executive Officer is as effective as if the Directors exercised the power.

## 6.2 **Secretary**

- (a) As at the date of adoption of this Constitution, the Secretary is the person specified as company secretary in the ASIC Register.
- (b) A Secretary or Secretaries may be appointed by the Board of Directors for any period and on any terms (including as to remuneration) as the Directors resolve.
- (c) Subject to any agreement between the Company and a Secretary, the Directors may remove or dismiss a Secretary at any time, with or without cause.
- (d) The Directors may revoke or vary the appointment of a Secretary.
- (e) The Secretary of the Company must, as soon as practicable after being appointed as Secretary, lodge notice with the Company of their address.
- (f) It is the duty of the Secretary to keep minutes of:
  - (i) all appointments of office-bearers and Members of the Board;
  - (ii) the names of Members of the Board present at a Board meeting or a general meeting; and
  - (iii) all proceedings at Board meetings and general meetings.
- (g) Minutes of proceedings at a meeting must be signed by the Chairperson of the meeting or by the Chairperson of the next succeeding meeting.

## 6.3 **Treasurer**

It is the duty of the Treasurer of the Company to ensure:

- (a) that all money due to the Company is collected and received and that all payments authorised by the Company are made; and
- (b) that correct books and accounts are kept showing the financial affairs of the Company, including full details of all receipts and expenditure connected with the activities of the Company.

## 6.4 **Indemnity and insurance**

- (a) To the extent permitted by law, the Company must indemnify each Relevant Officer against:
  - (i) a Liability of that person; and
  - (ii) Legal Costs of that person.
- (b) To the extent permitted by the law, the Company may make a payment (whether by way of advance, loan or otherwise) to a Relevant Officer in respect of Legal Costs of that person.

- (c) To the extent permitted by the law, the Company may pay, or agree to pay, a premium for a contract insuring a Relevant Officer against:
  - (i) a Liability of that person; and
  - (ii) Legal Costs of that person.
- (d) To the extent permitted by law, the Company must enter into an agreement or deed with:
  - (i) a Relevant Officer; or
  - (ii) a person who is, or has been, an officer of the Company or a related body corporate of the Company,
 under which the Company must do all or any of the following:
  - (iii) keep books of the Company and allow that officer, and his or her advisers, access to those books on the terms agreed;
  - (iv) indemnify that officer against any Liability of that officer;
  - (v) make a payment (whether by way of advance, loan or otherwise) to that officer in respect of Legal Costs of that officer; and
  - (vi) keep that officer insured in respect of any act or omission by that officer, while a Relevant Officer or an officer of the Company or a related body corporate of the Company, on the terms agreed (including as to payment of all or part of the premium for a contract of insurance).

## **7. POWERS OF THE COMPANY AND DIRECTORS**

### **7.1 General powers**

- (a) Subject to this Constitution, the Company may exercise, in any manner permitted by the Corporations Act, any power which a public company limited by guarantee may exercise under the Corporations Act.
- (b) The business of the Company is to be managed by, or under the direction of, the Directors.
- (c) The Directors may exercise all the powers of the Company except any powers that the Corporations Act or this Constitution requires the Company to exercise in general meeting.
- (d) Subject to the Corporations Act and this Constitution and to any resolution passed by the Company in general meeting, the Board of Directors:
  - (i) is to control and manage the affairs of the Company;
  - (ii) may exercise all such functions as may be exercised by the Company, other than those functions that are required by this Constitution to be exercised by a general meeting of Members of the Company; and
  - (iii) has power to perform all such acts and do all such things as appear to the Board of Directors to be necessary or desirable for the proper management of the affairs of the Company.
- (e) Each and every Director must maintain, and do all things necessary to safeguard, the confidentiality of all matters discussed at meetings of the Directors, Executive Committee, or any committee appointed by the Directors.

### **7.2 Execution of documents**

- (a) If the Company has a common seal, the Company may execute a document if that seal is fixed to the document and the fixing of that seal is witnessed by:
  - (i) two Directors; or
  - (ii) a Director and a Secretary; or
  - (iii) a Director and another person appointed by the Directors for that purpose.

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

### **7.3 Committees and delegates**

- (a) The Directors may delegate any of their powers to a committee of any one or more of the following: Directors, the Chief Executive Officer or employees of the Company other than:
  - (i) this power of delegation: and
  - (ii) a function which is a duty imposed on the Board by the Corporations Act or by any other law.
- (b) The Directors may revoke or vary any power delegated under clause 7.3(a).
- (c) A function the exercise of which has been delegated to a committee under this rule may, while the delegation remains unrevoked, be exercised from time to time by the committee in accordance with the terms of the delegation.
- (d) A committee or delegate must exercise the powers delegated in accordance with any directions of the Directors.
- (e) The exercise of a delegated power by the committee or delegate is as effective as if the Directors exercised the power.
- (f) Despite any delegation under this rule, the Board may continue to exercise any function delegated.
- (g) Clause 8 applies (with the necessary changes) to meetings of a committee of Directors.

### **7.4 Alternate Director**

- (a) The Directors may, by ordinary resolution, appoint any person to be an Alternate Director of the Company for any purpose, for any period and on any terms (including as to remuneration) as the Directors resolve.
- (b) The Directors may, by ordinary resolution, delegate any of their powers (including the power to delegate) to an Alternate Director.
- (c) The Directors may, by ordinary resolution at any time, revoke or vary:
  - (i) an appointment under Clause 7.4(a); or
  - (ii) any power delegated to an Alternate Director.

## **8. PROCEEDINGS OF DIRECTORS**

### **8.1 Written resolutions of the Directors**

- (a) The Directors may pass a resolution, without a meeting of the Directors being held, if all the Directors, entitled to vote on the resolution, assent to a document containing a statement that they are in favour of the resolution set out in the document.
- (b) Separate copies of a document referred to in clause 8.1(a) may be used for assenting to by Directors if the wording of the resolution and the statement is identical in each copy.

- (c) A Director may signify assent to a document under this clause 8.1 by signing the document or by notifying the Company of that assent:
  - (i) in a manner permitted under this Constitution; or
  - (ii) by any technology including any electric means.
- (d) Where a Director signifies assent to a document under clause 8.1(c) other than by signing the document, the Director must, by way of confirmation, sign the document before, or at, the next meeting of Directors attended by that Director.
- (e) The resolution the subject of a document under clause 8.1(b) is not invalid if a Director does not comply with clause 8.1(d).

## 8.2 Meetings of the Directors

- (a) The Board must meet at least 3 times in each period of 12 months at such place and time as the Board may determine.
- (b) Additional meetings of the Board may be convened by the Chairperson or by any Director. A meeting of the Board may be held using any technology consented to by all Directors.
- (c) The consent of the Directors under clause 8.2(b) may be for all meetings of the Directors or for any one or more specified meetings.
- (d) A Director may withdraw his or her consent under clause 8.2(b) within a reasonable period before the meeting.
- (e) If a meeting of the Directors is held in two or more places linked together by any technology:
  - (i) a Director present at one of the places is taken to be present at the meeting unless and until that Director states to the Chairperson of the meeting that he or she is discontinuing participation in the meeting; and
  - (ii) the Chairperson of that meeting may determine at which place the meeting will be taken to have been held.

## 8.3 Who can call meetings of the Directors

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

## 8.4 How to call meetings of the Directors

- (a) Notice of a meeting of the Directors must be given to each Director and each Alternate Director.
- (b) A notice of meeting of the Directors must:
  - (i) set out the place, date and time for the meeting (and, if the meeting is to be held in two or more places, the technology that will be used to facilitate this); and
  - (ii) state the general nature of the business of the meeting. No business other than that business is to be transacted at the meeting, except business which the Directors present at the meeting unanimously agree to treat as urgent business
- (c) The Company must give not less than forty eight (48) hours' notice of a meeting of the Directors, unless all Directors agree otherwise.
- (d) A Director may waive notice of a meeting of the Directors by notice in writing to the Company to that effect.

## 8.5 Quorum

- (a) Subject to the Corporations Act, a total of half of the then-current Directors plus one (1) additional Director constitutes a quorum for the transaction of the business of a meeting of the Board.
- (b) A quorum for a meeting of the Directors must be present at all times during the meeting. No business is to be transacted by the Board unless a quorum is present and if, within half an hour of the time appointed for the meeting, a quorum is not present the meeting is to stand adjourned to the same place and at the same hour of the same day in the following week.
- (c) If at the adjourned meeting a quorum is not present within half an hour of the time appointed for the meeting, the meeting is to be dissolved.
- (d) If a meeting is dissolved because of clause 8.5(c), one or more of the Directors (including those who have an interest in a matter being considered at that meeting) may call a general meeting and the general meeting may pass a resolution to deal with the matter.

## 8.6 Resolutions of the Directors

- (a) A resolution of the Directors is passed if more votes are cast in favour of the resolution than against it.
- (b) Subject to the Corporations Act and this Constitution, each Director has one vote on a matter arising at a meeting of the Directors.
- (c) Subject to the Corporations Act, in case of an equality of votes on a resolution at a meeting of the Directors, the Chairperson of that meeting has a casting vote on that resolution in addition to any vote the Chairperson has in his or her capacity as a Director.
- (d) Approval by special resolution is given if a majority which comprises at least three-quarters of such Members of the Board or committee appointed by the Board vote in person or by proxy in favour of the resolution.
- (e) Subject to clause 5.1(e) the Board may act despite any vacancy on the Board.
- (f) Any act or thing done or suffered, or purporting to have been done or suffered, by the Board, or a committee appointed by the Board, is valid and effectual despite any defect that may afterwards be discovered in the appointment or qualification of any Director or member of a committee.

## 8.7 Chairperson

- (a) The Chairperson will (if present within fifteen (15) minutes after the time appointed for the holding of the meeting and willing to act) chair each meeting of Directors.
- (b) If at a meeting of Directors:
  - (i) there is no Chairperson;
  - (ii) the Chairperson is not present within fifteen (15) minutes after the time appointed for the holding of a meeting of Directors; or
  - (iii) the Chairperson is present within that time but is not willing to chair all or part of that meeting,

the Directors present may, by majority vote, elect another Director present to chair all or part of the meeting of Directors.

## 9. FUNDS

### 9.1 Source

- (a) The funds of the Company are to be derived from Fees, donations and other sources as the Board determines.
- (b) All money received by the Company must be deposited as soon as practicable and without deduction to the credit of the Company's bank account.

- (c) The Company must, as soon as practicable after receiving any money, issue an appropriate receipt.

## 9.2 Funds Management

- (a) Subject to any resolution passed by the Company in general meeting, the funds of the Company are to be used in pursuance of the Objects of the Company in such manner as the Board determines.

## 10. NOTICES

### 10.1 Notice to Members

- (a) Subject to clause 10.1(b), the Company may give notice to a Member:
  - (i) by hand delivery;
  - (ii) by sending it by prepaid post to the address of the Member in the Register or the alternative address (if any) nominated by that Member;
  - (iii) by sending it to the fax number or electronic address (if any) nominated by that Member; or
  - (iv) with the approval, given by special resolution, of the Directors, by advertisement in accordance with clause 10.1(c).
- (b) If the address of any Member in the Register is not within Australia and that Member does not nominate an alternative address within Australia, unless otherwise specified by the Corporations Act, the Company may (in addition to any method of service specified in clause 10.1(a)) give a notice to that Member by:
  - (i) posting it on the Company's internet website (if any); or
  - (ii) advertisement in accordance with clause 10.1(c).
- (c) Any notice allowed to be given by the Company to Members by advertisement is sufficiently advertised if advertised once in a daily newspaper circulating in the States and Territories of Australia.
- (d) A notice sent by prepaid post may be included:
  - (i) separately with; or
  - (ii) as part of the text of,any other document, sent by prepaid post, by the Company to Members.

### 10.2 Notice to Directors and Committee Members

The Company may give notice to a Director or committee member:

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

### 10.3 Notice to the Company

A person may give notice to the Company:

- (a) by leaving it at the registered office or principal place of business of the Company;
- (b) by sending it by prepaid post to the registered office of the Company;
- (c) by sending it to the fax number at the registered office or principal place of business of the Company;

- (d) by sending it to the electronic address (if any) nominated by the Company for that purpose; or
- (e) by any other means permitted by the Corporations Act.

#### 10.4 **Time of service**

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

#### 10.5 **Signatures**

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

### 11. **WINDING UP**

#### 11.1 **Transfer of surplus**

- (a) On a winding up of the Company, the Members must determine one or more companies, associations or institutions whose constitutions:
  - (i) require them to pursue only objects similar to those in clause 1.3 and to apply their income in promoting those objects;
  - (ii) prohibit them from making distributions to their members to at least the same extent as in clause 1.6; and
  - (iii) if companies, prohibit them from paying fees to their directors and require their directors to approve all other payments the companies make to their directors, to whom the liquidator must give or transfer any surplus on winding up.
- (b) The following assets remaining after the payment of the Company's liabilities shall be transferred to the company, institution or association identified in clause 12.1(a):
  - (i) gifts of money or property for the principal purpose of the Company;
  - (ii) contributions made in relation to an eligible fundraising event held for the principal purpose of the organisation; and
  - (iii) money received by the organisation because of such gifts; and
  - (iv) contributions.

#### 11.2 **Application to Supreme Court**

If the Members fail to make a determination under clause 12.1 within twenty (20) Business Days of the winding up of the Company, the liquidator may make an application to the Supreme Court to make that determination.



## **12. ACCOUNTS AND AUDIT**

### **12.1 Accounting Records**

- (a) The Board of Directors must cause proper accounting and other records to be kept and must ensure that these records are made available to Members by any means, as well as the directors' report and the auditor's report as required by the Corporations Act.
- (b) The Board of Directors may from time to time determine whether and at what times and place and under what conditions or regulations the accounting and other records of the Company are to be open for inspection of Members, subject to the Constitution and the Corporations Act.
- (c) The accounting and other records of the Company must be examined and a report prepared by a registered company auditor in accordance with the Corporations Act.
- (d) The appointment, removal, remuneration, functions, rights, duties and liabilities of such registered company auditor are to be regulated by and be subject to the provisions of the Corporations Act.

## **13. COMPLAINTS AND DISCIPLINARY PROCEDURES**

### **13.1 Handling complaints and disciplinary procedures**

- (a) A complaint may be made by any Member of the Company entitled to do so that some other Member of the Company:
  - (i) has persistently refused or neglected to comply with a provision or provisions of this Constitution; or
  - (ii) has persistently and wilfully acted in a manner prejudicial to the interests of the Company.
- (b) On receiving such a complaint, the Board:
  - (i) must cause notice of the complaint to be served on the Member concerned;
  - (ii) must give the Member at least 14 days from the time the notice is served within which to make submissions to the Board in connection with the complaint; and
  - (iii) must take into consideration any submissions made by the Member in connection with the complaint.
- (c) The Board may, by resolution, expel the Member from the Company or suspend the Member from Membership of the Company if; after considering the complaint and any submissions made in connection with the complaint, it is satisfied that the facts alleged in the complaint have been proved.
- (d) If the Board expels or suspends a Member, the Secretary must, within 7 days after the action is taken, cause written notice to be given to the Member of the action taken, of the reasons given by the Board for having taken that action and of the Member's right of appeal under clause 13.2.
- (e) The expulsion or suspension does not take effect:
  - (i) until the expiration of the period within which the Member is entitled to appeal against the resolution concerned; or
  - (ii) if within that period the Member exercises the right of appeal, unless and until the Company confirms the resolution under clause 13.2 (e), whichever is the later.

### **13.2 Right of Appeal of Disciplined Member**

- (a) A Member entitled to do so may appeal to the Company in general meeting against a resolution of the Board under clause 13.1(c), within 7 days after notice of the resolution is served on the Member, by lodging with the Secretary a notice to that effect.

- (b) The notice may, but need not, be accompanied by a statement of the grounds on which the Member intends to rely for the purposes of the appeal.
- (c) On receipt of a notice from a Member under clause 13.2(a), the Secretary must notify the Board which is to convene a general meeting of the Company to be held within 28 days after the date on which the Secretary received the notice.
- (d) At a general meeting of the Company convened under clause 3.1:
  - (i) no business other than the question of the appeal is to be transacted;
  - (ii) the Board and the Member must be given the opportunity to state their respective cases orally or in writing, or both; and
  - (iii) the Members present are to vote by secret ballot on the question of whether the resolution should be confirmed or revoked.
- (e) If at the general meeting the Company passes a special resolution in favour of the confirmation of the resolution, the resolution is confirmed.

### 13.3 **Representatives**

Where a Member or a Representative of a Member that has been expelled or suspended is also a Director, that Member or Representative must immediately resign as a Director. The Board may appoint any person to fill the vacancy and the person so appointed is to hold office, subject to this Constitution, until the conclusion of the annual general meeting next following the date of the appointment provided that any person so appointed must become a Member of the Company if that person is not already a Member or a Representative of a Member.

### 13.4 **Resolution of Internal Disputes**

Where a dispute/s exists between Members (in their capacity as Members) of the Company, or between Members and the Company, the matter will be referred to the Secretary of the Company. The following process will apply:

- (a) the Secretary will advise the Board that a dispute exists;
- (b) every reasonable effort will be made to resolve the dispute, within the policy established by the Board, to the satisfaction of the parties; and
- (c) where the matter cannot be satisfactorily resolved, the Board will refer the matter to mediation in accordance with the rules of the Australian Dispute Resolution Association.

## 14. **BALLOT OF MEMBERS**

Unless otherwise determined and resolved by the Directors as a By-Law, any ballot of Members must be conducted as follows:

- (a) the Chief Executive Officer or the Returning Officer appointed by the Board (“**Returning Officer**”), must conduct the ballot;
- (b) the Directors must cause to be prepared and submitted to Members entitled to participate in the ballot, a ballot notice which:
  - (i) must set out the matters requiring the vote of Members; and
  - (ii) may be accompanied by submissions for or against the matters requiring the vote of Members;
- (c) the Directors must specify the time within which the ballot notice must be submitted to the Returning Officer by Members entitled to participate in the ballot which must be at least thirty (30) days after the ballot papers are sent;
- (d) the non-receipt by any Member entitled to participate in the ballot of a ballot notice does not invalidate the ballot.
- (e) the Returning Officer must reject any ballot paper which has not been completed in accordance with this clause or which was not submitted within the time prescribed. Any doubts relating

to the proper completion of the ballot paper and its validity must be determined in accordance with clause 14.1(i);

- (f) if the Returning Officer receives any ballot paper after the date of return fixed by the Directors the ballot paper must be excluded from the ballot;
- (g) the Returning Officer must notify the Directors in writing:
  - (i) of the result of the voting upon each and every one of the matters to be determined by ballot; and
  - (ii) the number of votes for and against each matter to be determined by ballot;
- (h) the Members must be informed of the result of the ballot in a manner prescribed by the Directors; and
- (i) if there is any doubt concerning the validity of a ballot paper or of its receipt by the Returning Officer within the time prescribed by the Directors, the question must be referred to the Chairperson whose decision is final and binding.

## **15. BY LAWS**

### **15.1 By-Laws**

- (a) The Directors may from time to time prescribe By-Laws of the Company on such matters considered necessary or expedient to give effect to this Constitution, to carry out the purposes of the Company or for the regulation, management and control of the Company's affairs.
- (b) By-Laws may be prescribed, amended, repealed or adopted by the Board of Directors in meeting by a majority of no less than two thirds of the Directors present and entitled to vote.
- (c) In the event of any inconsistency between this Constitution and the By-Laws, this Constitution prevails.

## **16. INSPECTION OF RECORDS**

- 16.1 Subject to the Corporations Act, the Directors will decide whether and to what extent, and at what time and places and under what conditions, the Register, the accounting records and other documents of the Company or any of them will be open to the inspection of Members (other than those who are also Directors).
- 16.2 A Member other than a Director does not have the right to inspect any document of the Company except as provided by law or authorised by the Directors or by the Company in a Meeting of Members.

## **17. AMENDMENTS**

- 17.1 This Constitution may be altered, rescinded or added to only by a special resolution of the Company.

## **18. DEFINITIONS AND INTERPRETATION**

### **18.1 Definitions**

In this Constitution:

**“AGM”** means the Annual General Meeting of Members;

**“Alternate Director”** means a person for the time being holding office pursuant to an appointment as an alternate director of the Company in accordance with this Constitution;

**“Board of Directors”** or **“Board”** means the board of governance of the Company which is constituted by the persons who hold office as Directors, from time to time;

**“By-Laws”** means the by-laws of the Company prescribed, adopted or amended by the Directors from time to time in accordance with this Constitution;

**“Business Day”** means a day except a Saturday, Sunday or public holiday anywhere in the Commonwealth;

**“Cessation Event”** means, in respect of a Member:

- (a) the death, bankruptcy or insolvency of that Member; or
- (b) that Member's name being entered on the register of persons who have been disqualified from managing corporations kept by the Australian Securities and Investments Commission in accordance with the Corporations Act;

**“Chair”** or **“Chairperson”** means a person elected as chairperson in accordance with this Constitution;

**“Chief Executive Officer”** or **“CEO”** means the person appointed in accordance with this Constitution to the office of Chief Executive Officer, being an employee (whether full-time or part-time) of the Company or a related body corporate of the Company;

**“Commonwealth”** means the Commonwealth of Australia and its external territories;

**“Company”** means Suicide Prevention Australia Ltd;

**“Corporations Act”** means the Corporations Act 2001 (Cth) as amended from time to time;

**“Deputy Chairperson”** is as set out in clause 5.4(b);

**“Director”** means a director of the Company for the time;

**“Elected Director”** has the meaning in clause 5.2;

**“Expulsion Event”** means, in respect of a Member:

- (a) that Member has been convicted in criminal proceedings brought in connection with a contravention of the Corporations Act or otherwise relating to actions or omissions of that person in managing corporations;
- (b) that Member becomes disqualified from managing corporations; or
- (c) the conduct of that Member, in the opinion of no less than two thirds of the Directors (present at a meeting of the Directors and entitled to vote), is unbecoming of a Member or prejudicial or contrary to the objects, interests or reputation of the Company;

**“Fee”** means a fee, subscription or levy payable by Members in accordance with this Constitution;

**“Financial Year”** means the year ending on 30 June;

**“Independent Director”** has the meaning in clause 5.3(a);

**“Legal Costs”**, of a person, means legal costs incurred by that person in defending an action for a Liability of that person;

**“Liability”**, of a person, means a liability incurred by that person as an officer or Director of the Company or a related body corporate of the Company;

**“Life Member”** means a principal of a Member elected as a life member in accordance with this Constitution;

**“Member”** and **“Membership”** means a person whose name is entered in the Register as a Member of the Company;

**“Officer”** has the same meaning set out in the Corporations Act;

**“Object”** has the meaning in clause 1.3;

**“Prescribed Notice”** means the Prescribed Period of notice or any shorter period of notice for a meeting allowed under the Corporations Act;

**“Prescribed Period”** means twenty one (21) days;

**“Register”** means the register of Members kept under the Corporations Act and, where appropriate, includes any Division register;

**“Relevant Officer”** means a person who is, or has been, a Secretary, a Chief Executive Officer, a Director or an officer of the Company;

**“Representative”** means a representative of a Member appointed or nominated by the Member to act as the Member’s representative for the purposes of this Constitution;

**“Secretary”** means the company secretary of the Company for the time being;

**“Term”** means the term of office of each Director (other than the Chief Executive Officer), being a period commencing on the date that the Director takes office and terminating on the date that the Director retires or ceases as a Director of the Company;

**“Treasurer”** has the meaning in clause 6.3

## 18.2 Interpretation

- (a) In this Constitution:
- (i) a reference to a meeting of Members includes a meeting of any class of Members;
  - (ii) a Member is taken to be present at a meeting of Members if the Member is present in person or by proxy or attorney; and
  - (iii) a reference to a notice or document in writing includes a notice or document given by fax or another form of written communication.
- (b) In this Constitution, headings are for convenience only and do not affect interpretation, and unless the context indicates a contrary intention:
- (i) words importing the singular include the plural (and vice versa);
  - (ii) words indicating a gender include every other gender;
  - (iii) the word "**person**" includes an individual, the estate of an individual, a corporation, an authority, an association or a joint venture (whether incorporated or unincorporated), a partnership, a trust and a Life Member;
  - (iv) where a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning; and
  - (v) the word "**includes**" in any form is not a word of limitation.
- (c) Unless the context indicates a contrary intention, in this Constitution:
- (i) a reference to a clause or a Schedule, is to a clause or a Schedule of this Constitution;
  - (ii) a reference in a Schedule to a paragraph is to a paragraph of that Schedule;
  - (iii) an appendix is part of this Constitution; and
  - (iv) a reference to this Constitution, is to this Constitution (and where applicable any of its provisions) as modified or repealed from time to time.
- (d) Unless the context indicates a contrary intention, in this Constitution, a reference to any statute or to any statutory provision includes any statutory modification or re-enactment of it or any statutory provision substituted for it, and all ordinances, by-laws, regulations, rules and statutory instruments (however described) issued under it.
- (e) Unless the context indicates a contrary intention, in this Constitution:
- (i) an expression that deals with a matter dealt with by a provision of the Corporations Act has the same meaning as in that provision; and
  - (ii) an expression that is defined in section 9 of the Corporations Act has the same meaning as in that section.

## 18.3 Exercise of powers

- (a) Subject to the Corporations Act, where this Constitution confers a power or imposes a duty, then, unless the contrary intention appears, the power may be exercised and the duty will be performed, from time to time, as the occasion requires.

## 18.4 Severing invalid provisions

If at any time any provision of this Constitution is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction that does not affect or impair:

- (a) the legality, validity or enforceability in that jurisdiction of any other provision of this Constitution; or
- (b) the legality, validity or enforceability under the law of any other jurisdiction of that or any other provision of this Constitution.