

Jobs Australia Limited - Constitution

A.B.N. 17 007 263 916

Corporations Act (2001)

Company Limited by Guarantee

This Constitution of Jobs Australia Ltd incorporates all amendments up to the Special General Meeting held Wednesday 28th October 2015.



Jobs Australia

Corporations Law Company Limited By Guarantee Constitution Of Jobs Australia Limited

1. The name of the Company is 'JOBS AUSTRALIA LIMITED' (hereinafter called the 'Company').
2. The objects for which the Company is established are:
 - a) To represent throughout Australia not-for-profit member organisations (hereinafter called 'members') which are engaged in the delivery of programs and services to assist unemployed people particularly long term unemployed people and other disadvantaged people to gain and retain employment;
 - b) To provide such services as are necessary to members as are required by them to facilitate a high standard of provision of assistance to unemployed people particularly long term unemployed people and other disadvantaged people;
 - c) To bring the needs of unemployed people and other disadvantaged people before member organisations, the Australian community and Governments to ensure that member organisations, Governments, the business community, trade unions and community organisations institute and/or maintain high quality and adequately resourced programs of assistance to alleviate poverty, distress of those in the Australian community who are in necessitous circumstances and the disadvantage suffered by unemployed people and which programs assist in the reduction of unemployment and/or which assist unemployed people and other disadvantaged people to gain and retain employment;
 - d) To prepare and disseminate information to unemployed people relating to the operation of the employment services market and the Australian labour market programmes;
 - e) To prepare and disseminate information on program activities and issues relating to unemployed people and other disadvantaged people and consult with Governments, Government Departments and Authorities and any other bodies and provide input into the development of public policy affecting employment and unemployment of behalf of members and to negotiate on their behalf;
 - f) To foster co-operation and communication between member organisations and to facilitate information exchange between members;
 - g) To carry out and publish research on matters affecting unemployed people and other disadvantaged people;
 - h) To assist in the procurement of financial and other resources for member organisations at the national level; and

- i) To co-operate with international organisations and agencies operated by non-government, not-for-profit organisations devoted to assisting unemployed people and/or fostering economic and community development on their behalf."
 - j) To do all things incidental, ancillary or conducive to achievement of the above.
 - k.) Subject to clause 4, the Company has the following powers, which may only be used to carry out its purposes set out in paragraphs a)-k) above:
 - (a) The powers of an individual, and
 - (b) All the powers of a company limited by guarantee under the Corporations Act.
- 3.** Notwithstanding the generality of the objects of the Company as set out in Clause 2 hereof the Company shall not amalgamate with, become a member of, or support with its funds any company corporation society association or organisation which does not prohibit the distribution of its income and property amongst its members except to the extent provided in Clause 4 of this Constitution or to any lesser extent.
- 4.** The income and property of the Company shall be applied towards the promotion of the objects of the Company as set forth in this Constitution and no portion shall be paid or transferred directly or indirectly by way of dividend bonus or otherwise to the members of the Company.

This shall not prevent the payment in good faith to members of the Company for services rendered, for goods supplied in the ordinary course of business, of interest at a reasonable and proper rate on money borrowed, of reasonable and proper rent for premises demised or let to the Company or for out-of-pocket expenses, but so that no remuneration in money or money's worth shall be paid or given by the Company to any director except:

- a) repayment of out-of-pocket expenses incurred in carrying out the duties of a director where the payments do not exceed an amount previously approved by the Board of Directors; or
- b) for any service rendered to the Company in a professional or technical capacity, where the provision of that service has the prior approval of the Board and the amount payable is approved by a resolution and is on reasonable commercial terms.
- c) Where a Director-
 - i. attends a Board Meeting of the Company; or
 - ii. is requested by the Board to perform a duty or task:

and the Director is required or requested by the Director's employer to forego or use a part of the Director's salary, annual leave or other employee entitlement(s) in relation to the time taken to attend the meeting or perform the duty or task, the Company may reimburse to the Director the amount actually foregone or used (in accordance with the Board policy in place when the Board meeting occurred or the request was issued to the Director, as the case may be)
- d) Where a Director-
 - i. attends a Board Meeting of the Company; or
 - ii. is requested by the Board to perform a duty or task:

and the Director is self employed, the Company may make a payment to the Director of a reasonable amount (in accordance with the Board policy in place when the Board meeting occurred) as if Clause 4(c) applied to that Director, but in no circumstances shall the amount received exceed the average amount paid to other Directors who receive reimbursements under Clause 4(c).

5. The liability of members is limited.
6. Every member of the Company undertakes to contribute to the property of the Company in the event of the same being wound up while it is a member or within one year after it ceases to be a member for payment of the debts and liabilities of the Company contracted before it ceases to be a member and of the costs charges and expenses of winding up and for the adjustment of the rights of the contributories among themselves such amount as may be required not exceeding fifty dollars.
7. In the event of the Company being wound up, any surplus assets remaining after payment of the Company's liabilities shall be transferred to another organisation in Australia which is a public benevolent institution for the purposes of any Commonwealth taxation act, or is an organisation which is endorsed as a deductible gift recipient under the Income Tax Assessment Act 1997 or any amendment or replacement of that Act

8. INTERPRETATION

The head notes hereto shall not affect the construction hereof in this Constitution unless there is something in the subject or context inconsistent therewith the following words and phrases shall mean:

'the Act' means the Corporations Act and any amendments.

'the Company' means Jobs Australia Limited.

'the Board' means the Board of Directors of the Company.

'Officers' includes the Chairperson, Vice-Chairperson, Directors and Secretary.

"Associate Member" means a person registered in the records of the Company as an Associate Member of the Company and complies with clause 9.

"Full Member" means a member who is an existing Member as at [insert relevant date or event] or who is subsequently approved as a Full Member and is registered in the records of the Company, and complies with clause 9.

'Member' means a person registered in the record of the Company as a member of the Company, whether a Full Member or an Associate Member.

'Representative' means a Representative of a member appointed from time to time pursuant to Clause 9.11 of this Constitution.

'person' includes a corporation and the Government of the Commonwealth and any State Government and any instrumentality of these Governments.

'the Rules' means the Rules (if any) of the Company made in accordance with this Constitution and in force for the time being.

‘the Secretary’ means the Secretary appointed by the Board pursuant to this Constitution and, where the context reasonable permits, shall include any Acting Secretary or Assistant Secretary appointed by the Board.

‘financial year’ means the period from the first day of July in any year to the thirtieth day of June in the following year inclusive.

‘in writing’ and ‘written’ include printing lithography and other modes of reproducing or representing words in a visible form.

Words importing the singular number only include the plural and vice versa.

Words importing one gender only include the other genders.

Unless the context otherwise requires the expressions which are defined in the Act in force on the date of incorporation of the Company shall except for those expressions defined above have the same meaning when used in these regulations. A reference to any statute or other legislation (whether primary or subordinate) is to a statute or other legislation of the Commonwealth or applicable state, and if it is amended or replaced, is a reference to that statute of other legislation as amended or replaced. This includes the Corporations Law which has been replaced by the Corporations Act 2001

9. MEMBERSHIP

APPLICATION FOR MEMBERSHIP

- 9.1 Any not-for-profit organisation (however incorporated) which is engaged in the delivery of programs and services to assist unemployed people and other disadvantaged people to gain and retain employment may apply for membership of the Company. There will be two categories of membership, namely Full Member and Associate Member.
- 9.2 A Full Member must at all times be a not-for-profit organisation (however incorporated) which is engaged in the delivery of programs and services to assist unemployed people and other disadvantaged people to gain and retain employment.
- 9.3 An Associate Member must be at all times a not for profit organisation (however incorporated) that purchases professional subscription services provided by the Company provided that it agrees (in writing) that it supports and will actively support the stated objects of the Company and continues to do so at all times.
- 9.4 An Associate Member shall have the right to receive such information about the activities of the Company as the Board may determine (in its absolute discretion) from time to time. An Associate Member shall not be entitled to:
- a) receive notice of a meeting of the Company.
 - b) vote at meetings of the Company.
 - c) nominate a candidate for election to the Board of the Company; or
 - d) vote at an election.
- 9.5 An application for membership of the Company:
- a) shall be made in writing in a form approved by the Board from time to time.
 - b) shall be lodged at the registered office of the Company; and

- c) shall be accompanied by the application fee (if any) as determined by the Board from time to time.
- 9.6 Applications for Full Membership shall be posted on the Jobs Australia Website with an invitation to Members to advise whether such application should be refused. Any such communication shall be treated as confidential for the exclusive use of the Board.
- 9.7 In the event of any written objection by a member to acceptance of any application being received by the Secretary within 21 days of the posting of such application on the Website that application shall be referred to the next meeting of the Board for a decision as to whether or not the application should be accepted or rejected.
- 9.8 In the event that there is no objection to an application pursuant to clause 9.7 within the time stipulated therein or in the event that the Board resolves to accept such application the Secretary shall, with as little delay as possible, notify the applicant in writing that it is approved for membership of the Company and request payment within the period of 28 days after the receipt of the notification of the amount payable under this Constitution as the annual subscription.
- 9.9 The Secretary shall, upon payment of the amount referred to in clause 9.5 within the stipulated period, enter the applicant's name in the register of members kept by him and upon the name being so registered, the applicant shall become a member of the Company.

CONDITIONS OF MEMBERSHIP

- 9.10 The Board shall have power to make, alter and repeal from time to time all such rules it may think fit relating to the eligibility and/or conditions of membership of the Company, subject only to the Act and this Constitution of the Company.

MEMBER'S REPRESENTATIVE

- 9.11 Each member shall appoint in writing (which appointment may be altered from time to time by giving written notice to the Secretary) a natural person to represent such member and subject to this Constitution that person alone shall be able to represent, act as and exercise the membership rights of such member.
- 9.12 Membership shall not be transferable.

10. ANNUAL SUBSCRIPTION

- 10.1 The Board shall determine from time to time:
- 10.2 The annual subscription payable by each member for each financial year and the date upon which it is payable.
- 10.3 The services provided by the Company (if any) covered by the annual subscription.
- 10.4 What other services shall be made available to or provided to the members and the cost to members of same.

11. MEMBERSHIP REGISTER

- 11.1 The secretary shall keep and maintain a register of members who are Full Members and a register of members who are Associate Members. In which shall be entered the full name, address and date of entry of the name of each member and its Representative and the

register shall be available for inspection of the relevant category by a member of that category at the registered office of the Company.

12. RESIGNATION

- 12.1 A member of the Company who has paid all monies due and payable by it to the Company may resign from the Company by giving notice in writing to the secretary of such resignation and upon the receipt by the Secretary of such notice the member shall cease to be a member.
- 12.2 The Secretary shall make in the register of members an entry recording the date on which the member by whom the notice was given, ceased to be a member.

MEMBERSHIP TERMINATION

- 12.3 Subject to this Constitution and Rules, the Board may by resolution -
- a) expel a member from the Company;
 - b) suspend a member from membership of the Company for a specified period; or
 - c) fine a member
- if the Board is of the opinion that the member -
- d) has refused or neglected to comply with this Constitution; or
 - e) has been guilty of conduct unbecoming a member or prejudicial to the interest of the Company.
- 12.4 A resolution of the Board under clause 12.3 where the member exercises a right to appeal to the Company under this clause does not take effect unless the Company confirms the resolution in accordance with this Constitution.
- 12.5 Where the Board passes a resolution under clause 12.3, the secretary shall, as soon as practicable, cause to be served on the member by pre-paid post a notice in writing setting out the resolution of the Board and the grounds on which it is based and informing the member that it may within 21 days from the date of mailing of the aforesaid notice lodge with the Secretary a notice to the effect that it wishes to appeal to the Company in general meeting against the Resolution.
- 12.6 Where the Secretary receives a notice of appeal within the time stipulated it shall notify the Board and the resolution of the Board shall be referred to the next general meeting of the Company as a motion on the following basis:
- a) the Board may forward to Members before the meeting, details of the grounds for the resolution and the reasons for the passing of the resolution;
 - b) the member may forward to Members details of its appeal; and
- if at the general meeting -
- c) two-thirds of the Members representatives present and voting, vote against the confirmation of the resolution, the resolution is revoked; and
 - d) in any other case, the resolution is confirmed.

CESSATION OF MEMBERSHIP

Current as at 28 October 2015

- 12.7 A Member shall cease to be a Member of its relevant category:
- a) If it is dissolved or enters into an arrangement with creditors or appoints a liquidator or administrator.
 - b) If it shall not have paid any fine payable by it within three months of it being called upon the Secretary so to do and if the Board shall resolve the such Member be no longer a member of the Company.
 - c) If it shall not have paid any membership subscription before the expiration of the three months following the due date.
 - d) If it shall not have paid any fees for services rendered to it by the association within three months following a written demand for payment.

EFFECT OF RESIGNATION, CESSATION OR TERMINATION OF MEMBERSHIP

- 12.8 A member who has resigned or had its Membership terminated or ceased to be a member shall:
- a) Not be entitled to any rights and privileges of a member;
 - b) Remain liable for and shall pay the Company all monies whatsoever for which at the time of it ceasing to be a member it is liable to the Company.

13. GENERAL MEETINGS

ANNUAL GENERAL MEETINGS

- 13.1 The Company shall within the time specified by the Corporations Act convene an annual general meeting of its members.
- 13.2 The annual general meeting shall be held on such day and at such place as the Board determines.
- 13.3 The annual general meeting shall be specified as such in the notice convening it.
- 13.4 The following business shall be attended to at the annual general meeting:
- a) reports from the Board upon the transaction of the Company during the last preceding financial year;
 - b) receipt of advice of the election of members of the Board; and
 - c) any other matter required by the Act.
- 13.5 The annual general meeting shall be in addition to any other general meetings that may be held in the same year.

SPECIAL GENERAL MEETING

- 13.6 All general meeting other than the annual general meetings shall be called special general meetings.

METHODS OF CONVENING

- 13.7 The Board may, whenever it thinks fit, convene a special general meeting of the Company to consider such motions as the Board shall resolve to put to that meeting.

- 13.8 The Secretary shall, on the requisition in writing not less than 5% of Members convene a special general meeting of the Company.
- 13.9 The requisition for a special general meeting shall state the motions to be put to the meeting and shall be signed by the representatives of the Members making the requisition and be sent to the registered office of the Company and may consist of several documents in a like form, each signed by one or more of the Members making the requisition.
- 13.10 If the Secretary does not cause a special general meeting to be held within one month after the date on which the requisition is sent to the address of the Secretary, the members making the requisition, or any of them, may convene a special general meeting to be held not later than three months after that date.
- 13.11 A special general meeting convened by members in pursuance of these rules shall be convened in the same manner as nearly as possible as those meetings convened by the Board and all reasonable expenses incurred in convening the meeting shall be refunded by the Company to the persons incurring the expenses.

NOTICES OF MOTIONS

- 13.12 A member desiring to put any motions before a meeting shall give notice of those motions in writing to the Secretary, who shall include those motions in the motion paper for the next general meeting after the receipt of the notice.

13.13 Notice of Motions under Clause 13.12 must be received by the Secretary no later than 35 days prior to the date of the General Meeting.

NOTICES OF MEETINGS

- 13.14 The Secretary of the Company shall, at least 21 days before the date fixed for holding a general meeting of the Company, cause to be sent to each member.
- a) a notice stating the place, date and time of the meeting; and
 - b) a motion paper in the form approved by the Board from time to time including the motions which the Board has resolved to put to the meeting, the motions contained in any requisition for the meeting, and motions received pursuant to clause 13.12.

MOTIONS PERMITTED

- 13.15 No motions other than procedural motions and those set out in the motion paper accompanying the notice convening the meeting shall be put to the meeting and no amendments to such motions shall be allowed.

General Meeting Procedure

- 13.16 No item of business shall be transacted at the general meeting unless a quorum of members entitled under these rules to vote is present during the time when the meeting is considering that item.

QUORUM

- 13.17 Ten members who between them are resident in at least three (3) States, present in person (being members entitled under this Constitution to vote at a general meeting) constitute a quorum for the transaction of the business of a general meeting. A member shall be deemed to be personally present if represented by its representative or if it shall have delivered to the Secretary prior to the commencement of the meeting a completed proxy form

- 13.18 If within half an hour after the appointed time for the commencement of a general meeting and at any time during a meeting, a quorum is not present, the meeting shall be dissolved.

CHAIRPERSON

- 13.19 The Chairperson, or in the Chairperson's absence, the Vice-Chairperson, shall preside as Chairperson at each general meeting of the Company.
- 13.20 If the Chairperson and Vice-Chairperson are absent from a general meeting, the members present shall elect one of their number to preside as Chairperson at the Meeting.

VOTING

- 13.21 All votes shall be given personally by a representative or by lodgement of a completed proxy in a Form determined by the Board with the Secretary not less than 48 hours prior to the meeting.
- 13.22 Upon any questions arising at a general meeting of the Company, each representative has one vote only.
- 13.23 A members representative or representatives shall not be entitled to vote at any general meeting unless all monies due and payable by the member to the Company have been paid, other than any monies which have become due and payable within two months prior to the date of the relevant meeting.

- 13.24 A question arising at a general meeting of the Company shall be determined on a show of hands which expression shall include votes cast by proxy holders lodged with the Secretary pursuant to clause 13.17. A poll may be demanded which may be taken in writing or by division. A declaration by the Chairperson that a resolution has, on a show of hands, been carried or carried unanimously or carried by a particular majority or lost, and an entry to that effect in the Minutes of the meeting is evidence of the fact, without proof of the number or proportion of the votes recorded in favour of, or against, that resolution.
- 13.25 In the case of an equality of voting on a resolution the Chairperson of the meeting shall be entitled to exercise a second or casting vote.

14. COMPOSITION OF THE BOARD

- 14.1 Subject to the proviso at the end of this paragraph there shall be a Board comprising at least four (4) and up to a maximum of 10 Directors distributed as follows:

- 1 Director from New South Wales / Australia Capital Territory
- 1 Director from Queensland / Northern Territory
- 1 Director from Victoria
- 1 Director from South Australia
- 1 Director from Tasmania
- 1 Director from West Australia; and

up to a maximum of four additional Directors appointed by the Board in accordance with clause 14.14. For the purpose of this Constitution New South Wales shall be deemed to include the Australian Capital Territory and Queensland shall be deemed to include the Northern Territory.

If at the time that the above paragraph becomes operative and is part of this constitution there are 2 Directors of each of New South Wales and Victoria, then the position occupied by the earlier appointed of the respective 2 directors shall not be the subject of an election when the term of such Director expires. The intent thereby being that there will only be 1 Director from New South Wales and Victoria. For the avoidance of doubt, this paragraph does not apply to positions of Directors who have been appointed by the Board in accordance with clause 14.14.

TERM OF OFFICE

- 14.2 Directors elected by the Company shall hold office for a term of two years subject to clause 14.3. The term of office of a Director shall commence immediately after the close of the Annual General Meeting of the Company at which she/he was elected and shall end at the close of the second Annual General Meeting of the Company after that at which she/he was elected.

ROTATION

- 14.3 At each Annual General Meeting the following Directors shall retire:
- a) All Directors declared elected to office at the next but one preceding Annual General Meeting.
 - b) Any Director appointed by the Board pursuant to clause 16.1.

- c) If the total number of Directors retiring under sub-clause (a) and (b) hereof is less than four then such of those Directors selected at the preceding Annual General Meeting shall retire as shall be necessary for the total number of retiring Directors to be four.
- d) If the Secretary shall not have received sufficient nomination of persons eligible for election to the Board so as to maintain the constitution of the Board specified in clause 14.1 hereof then the provision of clause 16.1 shall apply subsequent to the next Annual General Meeting.

14.4 Any retiring Director shall be eligible for re-election to the Board.

NOMINATIONS

14.5 Nominations for election to the Board shall be in writing in the manner prescribed by the Board from time to time and shall be forwarded to the Secretary postage pre-paid and post marked not later than 20th June or may be lodged at the office of the Secretary not later than 20th June preceding the election. Nominations shall be accompanied by the written consent of the person nominated and a biographical note of the person nominated of not more than 100 words.

14.6 Only a representative may nominate a candidate for election to the Board.

ELIGIBILITY

14.7 Only a person resident in a particular State shall be eligible for election as a Director from that State.

ELECTION

14.8 If the nomination of candidates from any State are only as many as the number of positions on the Board allotted to that State then those candidates shall be deemed elected and shall not be included in the ballot.

14.9 Before the end of July, the Secretary shall issue ballot papers for the election of as many Directors as shall retire at the following annual general meeting pursuant to clause 14.2 and 14.3 but subject to clause 14.8 hereof each ballot paper shall set out the surname (followed by the Christian name or initials) in alphabetical order of the Members nominated for election to the Board and not automatically elected pursuant to clause 14.8. Each member shall be issued with one ballot paper for each representative of that member. The Ballot papers, biographical notes and instructions for voting shall be posted to every member within seven days of the issue of the ballot papers. The method of voting shall be such as is prescribed by the Board from time to time. The ballots shall close at 4 o'clock in the afternoon on the last day of August in each year.

14.10 In relation to the election of a Director or Directors from a particular State only representatives of members within that State shall be entitled to vote in the ballot for such election.

14.11 The returning officer shall be the Secretary and each candidate shall be entitled to nominate one scrutineer to superintend the taking of the ballot. If no candidate so nominates then the Chairperson shall nominate one scrutineer.

- 14.12 The returning officer after counting the votes shall certify in writing to the Chairperson at the Annual General Meeting the result of the ballot and the Chairperson shall declare those candidates elected in accordance with such certification. In the event that two or more candidates receive an equal number of votes, the returning officer shall determine the successful candidate by a ballot of chance.
- 14.13 The decision of the returning officer shall be final and binding in respect of all matters affecting the election.
- 14.14 The Board may appoint up to an additional four Directors from time to time to be members of the Board. Any such appointment shall be for the purpose of contributing particular expertise and/or skill(s) to the Board. Any Director so appointed shall hold office only until the next following Annual General Meeting or such other shorter period as the Board may decide. A Director appointed pursuant to this Clause may be appointed more than once by the Board.
- 14.15 The Board shall establish a Nominations Committee to identify current and projected vacancies on the Board, assessing the composition of the current Board and identifying gaps in competencies or demographics, and finding and recruiting potential Board members.
- The Nominations Committee will provide advice to the Board on the appointment of additional Board Members on an as need basis.

15. POWERS AND DUTIES OF THE BOARD

- 15.1 Subject to the Constitution of the Company, the Management of the business and the control of the finances and affairs of the Company shall be vested in the Board which may exercise all such powers and do all such things as may be exercised or done by the Company as are not hereby or by the Act expressly directed or required to be exercised or done by the Company in a general meeting. Except as required by Statutory Law the Board shall not be bound by any resolution of a general meeting.
- 15.2 The Directors must comply with their duties as directors under legislation and common law (judge-made law), and with the duties described in governance standard 5 of the regulations made under the ACNC Act which are:
- a) to exercise their powers and discharge their duties with the degree of care and diligence that a reasonable individual would exercise if they were a director of the company
 - b) to act in good faith in the best interests of the company and to further the purpose(s) of the company set out in clause 2
 - c) not to misuse their position as a director
 - d) not to misuse information they gain in their role as a director
 - e) to disclose any perceived or actual material conflicts of interest in the manner set out in this Constitution
 - f) to ensure that the financial affairs of the Company are managed responsibly, and
 - g) not to allow the Company to operate while it is insolvent.

RULES

- 15.3 The Board shall have power to make, alter and repeal from time to time all such rules as it may think fit for the proper conduct and management of the Company subject only to the Law and the Constitution of the Company.
- 15.4 The Secretary shall within thirty days thereof notify each Member of any rules made and of any alternation of or amendment to any rule so made by the Board.

ATTORNEYS

- 15.5 The Board may from time to time appoint any one or more of its members to act as attorneys for such purposes as it shall determine.

CHEQUES, RECEIPTS, ETC.

- 15.6 All cheques, promissory notes, drafts, bills of exchange and other negotiable instruments shall be signed, drawn, accepted, endorsed or otherwise executed as the case may be by two persons appointed by the Board for the purpose.

COMMITTEES

- 15.7 The Board may appoint committees and may fix the quorum thereof and may delegate any of its powers to such committees and make rules for regulating the proceedings of the committees and the Chairperson shall be an ex-officio member of committees.

VALIDITY

- 15.8 All acts done by any meeting of the Board or committee or by any person as a member of the Board shall, notwithstanding that it is afterwards discovered that there was some defect in the appointment of any such member of the Board or of the committee or person acting as aforesaid or that member of the Board or any of them were disqualified from so acting, be as valid as if every such person had been duly appointed and was qualified to be a member of the Board or the relevant committee.

16. BOARD VACANCIES

- 16.1 The Board shall if a vacancy occurs appoint as a Director as the case may require one Member from the State of Australia necessary to ensure State representations as provided for in clause 14.1 Any such appointee shall hold office until the close of the next ensuing Annual General Meeting of the Company.
- 16.2 The Board may act for any purpose notwithstanding the occurrence of any vacancy amongst the Directors.

RESIGNATION

- 16.3 A Director of the Board may resign by posting a notice of his intention to resign to the registered office of the Company or lodging such notice at the said office and the registration shall have effect upon the expiration of thirty days after the date of posting such notice or the date on which the notice is lodged at the registered office of the Company or upon its earlier acceptance by the Board.

TERMINATION

- 16.4 The office of a Director of the Board shall be vacated:
- a) If she/he resigns her/his office by notice in writing to the Company.

- b) In relation to a Director only if she/he is absent from two consecutive meetings of the Board without approval from the Board for leave of absence in writing.
- c) If she/he becomes bankrupt or makes any arrangement or composition with her/his creditors generally.
- d) If she/he becomes prohibited from being a Director of a company by reason of any order made under the Act.
- e) If she/he becomes of unsound mind or a person whose person or estate is liable to be dealt with in any way under the law relating to mental health.
- f) If she/he is directly or indirectly interested in any contract or proposed contract with the Company provided, however, that a Director shall not vacate his office by reason of his being a member of any corporation which has entered or proposes to enter into contract with the Company if she/he shall have declared the nature of his interest in the manner required by the Act.

DISMISSAL OF BOARD

- 16.5 In the event that at a duly convened general meeting at least 50 percent of the members representatives entitled to vote (present or not) vote in favour of a motion of no confidence in the Board, then the secretary shall within one calendar month of the date of such resolution by notice in writing to all member call for nominations for a ballot for an election in relation to all Directors positions on the Board.
- 16.6 The procedure for nomination and balloting shall be in accordance with clause 14 except that:
- a) The closing date for nomination shall be one month from the date on which the notice calling for nominations is posted to the members, and;
 - b) Ballot papers shall be posted to members within one month of the date that nominations close;
 - c) The ballot shall close at 4.00 p.m. on that date which is one calendar month from the date on which ballot papers are posted to members; and
 - d) The declaration of those elected shall be made by the returning officer within 14 days of the close of the ballot by notice in writing to all members.
- 16.7 The term of office of the Directors so elected shall commence at 9.00 o'clock a.m. on that date which is one calendar month from the date of such declaration and notwithstanding anything to the contrary contained in this Constitution the term of office of the Directors who hold office immediately prior to that time shall terminate at that time.

17. BOARD MEETINGS

- 17.1 The Board shall meet at least once in each financial year and may meet so often and at such time or times and at such places as it may from time to time determine. In default of the Board nominating the time and place of any such meeting the Secretary shall determine the same and notify the Directors thereof.
- 17.2 The Secretary shall convene a Board Meeting if directed to do so by the Chairperson or by any three Directors.

QUORUM

- 17.3 four Directors shall represent a quorum. In the event of a quorum not being present within half an hour of the time appointed the meeting shall be deemed cancelled.
- 17.4 Electronic video conferencing and other means of communication as may be available to conduct meetings where any Director is unavailable to physically attend.
- 17.5 The Chairperson at any meeting of the Board shall be the chairperson of the Company or if at any meeting the Chairperson is not present within 10 minutes after the time appointed for holding the meeting the Vice-Chairperson be similarly unavailable the then meeting shall elect a Chairperson from the Members of the Board present and the Chairperson so elected may perform all the duties and exercise the discretion of the Chairperson.
- 17.6 At all meetings of the Board the Chairperson's ruling shall be final in all matters of order and practice.

ADJOURNMENT

- 17.7 The Board may by resolution from time to time adjourn its meetings to such a place and time as the Board may think fit. Business on the agenda for any Board meeting which has not been completed or dealt with at such meeting may be addressed at any such adjourned meeting.

VOTING

- 17.8 Subject to the Constitution questions arising at any meeting of the Board shall be decided by a majority of votes and a determination by a majority of the members of the Board shall for all purposes be deemed a determination of the Board. Each Director including the Chairperson shall have one vote. The Chairperson of the meeting shall not have the casting vote.
- 17.9 A Director shall not be entitled to be present or vote in relation to any matter involving negotiations or a dispute with any Union or Association of which such Director is a member.
- 17.10 A Director shall not vote in respect of any contract or proposed contract with the Company in which she/he is interested or any matter arising thereout and if she/he does so vote his vote shall not be counted.

RESOLUTION IN WRITING

- 17.11 A resolution in writing signed by all the members of the Board for the time being entitled to receive notice of a meeting of the Board shall be as valid and effectual as if it had been passed at a meeting of the Board duly convened and held. Any such resolution may consist of several documents in like form each signed by one or more members of the Board including a facsimile of any such signed form of resolution.

MINUTES

- 17.12 Minutes of the proceedings of the Board shall be recorded by the Secretary and shall be verified at the next succeeding Board Meeting and signed by the Chairperson of that meeting. When signed the minutes shall be prima facie evidence of the facts stated therein.

ELECTION OF CHAIRPERSON, VICE-CHAIRPERSON

- 17.13 A Chairperson and Vice-Chairperson shall be elected annually by the Board and shall hold office until the close of the Annual General Meeting next succeeding the date of such election.

18. CONSULTATIVE ARRANGEMENTS

- 18.1 The Board shall facilitate the implementation of such structures and processes as it considers necessary or desirable to consult with members about their concerns and to provide them with opportunities to advise the Board about matters of concern.

19. SECRETARY

- 19.1 There shall be a Secretary of the Company who shall be appointed by the Board for such term at such salary and upon such conditions as the Board may from time to time think fit. The Board shall have the power at any time to revoke any such appointment and to make a fresh appointment.
- 19.2 The Board may at any time as the occasion may require appoint and dismiss an Acting Secretary or an Assistant Secretary.

19.3 The Secretary shall perform such functions as she/he may from time to time be directed by the Board to perform.

20. REGISTERED OFFICE

20.1 The office of the Company shall be at such place as the Board may from time to time determine.

21. SEAL

21.1 The Board shall delegate the authority to sign documents on behalf of the company to such persons and under such conditions as it deems appropriate. The Board shall provide for the safe custody of the seal of the Company which shall only be used when the nature of the document being attested requires the application of a Seal and may be applied by the authority of the Board or a committee of the Board authorised by the Board in that behalf and every instrument to which the seal is affixed shall be signed by a member of the Board and shall be counter-signed by the Secretary or by a second member of the Board or by some other person appointed by the Board of that purpose and a record shall be made of details of the affixation.

22. NOTICES

22.1 A notice may be given by the Company to any member either by serving it on the member or by sending it by pre-paid post to that address.

22.2 Where a notice is sent by post, service of the notice shall be deemed to be effected by properly addressing, prepaying, and posting a letter containing the notice, and to have been effected, three (3) days after that date of its posting irrespective of whether or not it is in fact so received.

23. INDEMNITY OF OFFICERS

23.1 COSTS AND EXPENSES

Every officer of the Company is indemnified by the Company out of the assets of the Company to the relevant extent against a liability for costs and expenses incurred by that person as an officer:

- a) in defending any proceedings, whether civil or criminal, in which judgement is given in favour of the person or in which the person is acquitted: or
- b) in connection with any application in relation to those proceedings in which the Court grants relief to the person under the Act;

In clause 23.1 and 23.2:

- c) "officer" means a Director or Secretary and includes a Director or Secretary after they have ceased to hold that office in respect of events that occurred while such person was acting in that office.
- d) "to the relevant extent" means:
 - to the extent that the Company is not precluded by law (including the Corporations Act) from doing so, and

- for the amount that the officer is not otherwise entitled to be indemnified by another person (including an insurer under an insurance policy).
- the indemnity is a continuing obligation and enforceable by an officer even though that person is no longer an officer of the Company.

23.2 LIABILITIES TO THIRD PARTIES

Every officer of the Company is indemnified against a liability incurred by that person as an officer to a person other than the Company or a related body corporate, except a liability which arises from conduct that involves a lack of good faith.

23.3 INSURANCE PREMIUMS

a)

To the extent permitted by law (including the Corporations Act), and if the directors consider it appropriate, the Company may pay or agree to pay a premium for a contract insuring a person who is or has been an officer of the Company against any liability incurred by that person or an officer of the Company.

SCOPE OF LIABILITY

23.4 For the avoidance of doubt, the indemnity under this clause will be limited to the amount of the liability after deducting:

- a) the amount in respect of which the person is otherwise entitled to be indemnified and is otherwise actually indemnified by another person (including, in particular, an insurer under any insurance policy); and
- b) where the liability is incurred in the conduct of the business of another person or in the discharge of the duties of the officer in relation to another person, the amount in respect of which the officer is entitled to be indemnified and is actually indemnified out of the assets of that person.

23.5 To the maximum extent permitted by the Act, "liability" in this clause means all costs, charges, losses, damages, expenses, penalties and liabilities of any kind, including in particular, legal costs (calculated on a solicitor/client basis) incurred in defending any proceedings (whether criminal, civil, administrative or judicial) or appearing before any court, tribunal, government authority or otherwise.

23.6 Directors access to documents

23.6.1 a Director has a right of access to the financial records of the Company at all reasonable times.

23.6.2 if the Directors agree, the Company must give a Director or former Director access to:

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

24. CREATION OF GIFT FUND

24.1 ESTABLISHING & MAINTAINING GIFT FUND

The Company must maintain for the objects of the Company a fund ("Gift Fund"):

- a) to which gifts of money or property for that purpose are to be made;
- b) to which any money received by the Company because of those gifts is to be credited; and
- c) that does not receive any other money or property.

24.2 LIMITS ON USE OF GIFT FUND

The Company must use the following only for the objects of the Company:

- a) gifts made to the Gift Fund; and

- b) any money received because of those gifts.

24.3 WINDING UP OF GIFT FUND

At the first occurrence of:

- a) the winding up of the Gift Fund; or
 - iii. the Company ceasing to be endorsed as a deductible gift recipient under subdivision 30-BA of the Income Tax Assessment Act 1997 (“the ITAA 1997”),
 - iv. any surplus assets of the Gift Fund must be transferred to one or more:
 - v. eligible charities; or
 - vi. funds charitable at law which comply with the requirements of item 2 of the table in section 30-15 of the ITAA 1997, as the members decide.
- b) Where gifts to an eligible charity are deductible only if, among other things, the conditions set out in the relevant table item in subdivision 30-B are satisfied, a transfer under this clause must be made in accordance with those conditions.

24.4 BANK ACCOUNT

The Company must maintain a separate bank account for the Gift Fund.