CONSTITUTION OF JOBS AUSTRALIA LIMITED

ABN 17 007 263 916
ACN 007 263 916

A COMPANY LIMITED BY GUARANTEE

This Constitution of Jobs Australia Ltd incorporates all amendments up to the Special General Meeting held Thursday, 21 October 2021.

Jobs Australia

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Constitution of Jobs Australia Limited

1. PRELIMINARY

1.1 Name of the Company

The name of the company is Jobs Australia Limited (**Company**).

1.2 Type of company

The Company is a Not for Profit public company limited by guarantee which is established to be, and to continue as, a charity.

1.3 Limited liability of Members

The liability of Members is limited to the amount of the guarantee in clause 1.4.

1.4 Guarantee

Each Member must contribute an amount not more than $50 to the property of the Company if the Company is wound up while the Member is a Member, or within 12 months after they stop being a Member, and this contribution is required to pay for the:

(a) debts and liabilities of the Company incurred before the Member stopped being a Member; or

(b) costs of winding up.

2. DEFINITIONS AND INTERPRETATION

2.1 Definitions

In this Constitution, unless the context requires otherwise:

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

(b) **Annual General Meeting** means the Annual General Meeting under clause 10.1;

(c) **Associate Member** means a person who is an Associate Member as at the relevant time or who is subsequently approved as, and registered in the records of the Company as, an Associate Member in accordance with clause 6;

(d) **Auditor** means the auditor of the Company (if any);

(e) **Board** means the board of director of the Company;

(f) **Business Day** means a day on which banks generally are open for business in the place where an act is to be performed or a payment made;

(g) **Chairperson** means a person elected by the Board to be the Company's chairperson under clause 15.3;

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

(i) **Company** has the meaning given in clause 1.1;

(j) **Director** means a person appointed by the Board to be a director of the Company under clause 12.6;

(k) **Financial Year** means each period of 12 consecutive months commencing on 1 July and ending at midnight on 30 June;

(l) **Full Member** means a person who is an existing Full Member as at the relevant time or who is subsequently approved as, and registered in the records of the Company as, a Full Member in accordance with clause 6;

(m) **General Meeting** means a meeting of Full Members and includes the Annual General Meeting and any special general meeting;

(n) **Gift Fund** has the meaning given in clause 4.1.

(o) **Government Authority** means any governmental, semi-governmental, administrative, fiscal, judicial or quasi-judicial body, department, council (municipal or otherwise), commission, authority, tribunal, agency or entity**;**

(p) **Law** means law or legal requirement, including at common law, in equity, under any statute, regulation or by-law, and any decision, directive, guidance, guideline or requirements of any Government Authority;

(q) **Member** means a person registered in the records of the Company as a member of the Company, whether a Full Member or an Associate Member;

(r) **Members' Circular Resolution** has the meaning given in clause 10.6(a);

(s) **Member Present** means, in connection with a General Meeting, a Full Member present in person, by technology, by representative or by proxy at the venue or venues for the meeting;

(t) **Members' Resolution** has the meaning given in clause 10.4(a)(i);

(u) **Members' Statement** has the meaning given in clause 10.4(a)(ii);

(v) **Registered Charity** means a charity registered under the ACNC Act;

(w) **Representative** means a representative of a Member appointed from time to time pursuant to clause 6.3 of this Constitution;

(x) **Rules** means the rules (if any) of the Company made in accordance with clause 13.4 and in force for the time being;

(y) **Secretary** means a person appointed by the Board to be the Company's Secretary under clause 17.2 and, where the context permits, includes any Acting Secretary or Assistant Secretary appointed by the Board under clause 17.4;

(z) **Surplus Assets** means any assets of the Company that remain after paying all debts and other liabilities of the Company, including the costs of winding up; and

(aa) **Vice-Chairperson** means a person elected by the Board to be the Company's vice chairperson under clause 15.3.

2.2 Interpretation

In this Constitution, unless the context requires otherwise:

(a) headings to clauses are for convenience only and do not affect interpretation;

(b) any reference to a clause is a reference to a clause of this Constitution;

(c) if a word or phrase is defined, its other grammatical forms have a corresponding meaning;

(d) the words "include" or "including" cognate expressions are to be construed without limitation;

(e) a reference to a document (including this Constitution) or to a statute, ordinance, code or other law includes a regulation, rule or other statutory instrument issued under it and consolidations, amendments, re-enactments or replacements of any of them;

(f) the singular includes the plural and vice versa.

(g) a reference to a gender includes all genders;

(h) a reference to writing or written includes email; and

(i) the word "person" includes an individual, a firm, a body corporate, a partnership, a joint venture, an unincorporated body or association or any governmental, semi-governmental, administrative, fiscal, judicial or

quasi-judicial body, department, council (municipal or otherwise), commission, authority, tribunal, agency or entity.

2.3 Reading this Constitution with the Corporations Act

(a) The replaceable rules set out in the Corporations Act do not apply to the Company.

(b) While the Company is a Registered Charity, the ACNC Act and the Corporations Act override any clauses in this constitution which are inconsistent with those Acts.

(c) If the Company is not a Registered Charity (even if it remains a charity), the Corporations Act overrides any clause in this Constitution which is inconsistent with that Act.

(d) A word or expression that is defined in the Corporations Act, or used in that Act and covering the same subject, has the same meaning as in this Constitution.

3. CHARITABLE PURPOSES AND POWERS

3.1 Object

The Company's object is to pursue the following charitable purposes:

(a) To represent throughout Australia Not for Profit Members which are engaged in the delivery of programs and services to assist unemployed and/or socially disadvantaged people;

(b) To provide such services as are necessary to Members to facilitate a high standard of provision of assistance to unemployed people and/or socially disadvantaged people;

(c) To bring the needs of unemployed and/or socially disadvantaged people before Members, the Australian community, Governments, trade unions and community organisations to procure that they institute and/or maintain high quality and adequately resourced programs which assist:

(i) to alleviate the distress of those in the Australian community who are in necessitous circumstances;

(ii) to reduce unemployment; and/or

(iii) unemployed people to gain and retain employment;

(d) To prepare and disseminate information to Members to provide unemployed and/or socially disadvantaged people information relating to the operation of the employment services market and the Australian labour market programs;

(e) To prepare and disseminate information on program activities and issues relating to unemployed and/or socially disadvantaged people and consult with Governments, Government departments and agencies and other bodies, to 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 Members and to facilitate information exchange between Members;

(g) To carry out and publish research on matters affecting unemployed and/or socially disadvantaged people;

(h) To assist in the procurement of financial and other resources for Members at the national level;

(i) To co-operate with international organisations and agencies operated by non-government, Not for Profit organisations devoted to assisting unemployed and/or socially disadvantaged people and/or fostering economic and community development on their behalf; and

(j) To do all things incidental, ancillary or conducive to achievement of the above.

3.2 Powers

Subject to clause 3.3, the Company has the following powers, which may only be used to carry out its purposes set out clauses 3.1(a) to 3.1(j):

(a) The powers of an individual; and

(b) All the powers of a company limited by guarantee under the Corporations Act.

3.3 Not for Profit

(a) Notwithstanding the generality of the objects of the Company as set out in clause 3.1, the Company must 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 assets among its Members to the extent provided in this clause 3.3.

(b) The Company must not distribute any income or assets directly or indirectly to its Members, except as provided in clauses 3.3(c) and 4.

(c) Clause 3.3(b) does not prevent the Company from paying, in good faith, Members for services rendered, for goods supplied in the ordinary course of business, for interest at a reasonable and proper rate on money borrowed, for 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:

(i) for 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 in writing;

(ii) for any service rendered to the Company in a professional or technical capacity, where the provision of that service has the prior written approval of the Board and the amount payable is approved by a resolution and is on reasonable commercial terms;

(iii) where a Director:

A attends a meeting of the Board; or

B 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); or

(iv) where a Director:

A attends a meeting of the Board; or

B is requested by the Board to perform a duty or task,

and the Director is self-employed, making 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 3.3(c)(iii) 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 3.3(c)(iii).

4. CREATION OF GIFT FUND

4.1 Establishing and 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.

4.2 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.

4.3 Bank account

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

5. WINDING UP

5.1 Surplus assets not to be distribution to Members

If the Company is wound up, any Surplus Assets must not be distributed to a Member or a former Member of the Company, unless that Member or former Member is a charity described in clause 5.2(a).

5.2 Distribution of Surplus Assets

(a) Subject to the Corporations Act and any other applicable Act, and any court order, any Surplus Assets (including Gift Funds) that remain after the Company is wound up must be distributed to one or more charities:

(i) with charitable purposes similar to, or inclusive of, the purposes in clause 3.1;

(ii) which also prohibit the distribution of any Surplus Assets to its Members to at least the same extent as the Company; and

(iii) that is or are deductible gift recipients within the meaning of the *Income Tax Assessment Act 1997* (Cth).

(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 of the *Income Tax Assessment Act 1997* (Cth) are satisfied, a transfer under this clause must be made in accordance with those conditions.

(c) The decision as to the charity or charities to be given the Surplus Assets must be made by a special resolution of Full Members at or before the time of winding up. If the Full Members do not make this decision, the Company may apply to the Supreme Court to make this decision.

(d) If the Company's deductible gift recipient endorsement is revoked (whether or not the Company is to be wound up), any surplus Gift Funds must be transferred to one or more charities that meet the requirements of 5.2 as decided by the Board.

6. MEMBERSHIP

6.1 Application for membership

(a) Any Not for Profit organisation (however incorporated) which is engaged in the delivery of programs and services to assist unemployed and/or socially disadvantaged people may apply for membership of the Company.

(b) There will be two categories of membership, namely, Full Member and Associate Member.

(c) 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/or socially disadvantaged people.

(d) 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.

(e) 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:

(i) receive notice of a meeting of the Company.

(ii) vote at meetings of the Company;

(iii) nominate a candidate for election to the Board of the Company; or

(iv) vote at an election in respect of the Company.

(f) An application for membership of the Company must:

(i) be made in writing in a form approved by the Board from time to time;

(ii) be lodged at the registered office of the Company;

(iii) state that the applicant agrees to comply with this Constitution, including paying the guarantee under clause 1.4 if required; and

(iv) be accompanied by the application fee (if any) as determined by the Board from time to time.

(g) Upon receipt of a valid application for membership of the Company pursuant to clause 6.1(f), the Company may decide to grant the applicant access to the Company's services as a provisional Member. Such access to services as a provisional Member will continue until the approval or rejection (as the case may be) of the applicant's application for membership of the Company pursuant to clause 6.1(h) or 6.1(i) (as the case may be). The conferral on the applicant of temporary access to the Company's services as a provisional Member does not in any way oblige the Company to provide the applicant with membership of the Company.

(h) In the event that the Company accepts such application, the Company 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.

(i) If the Company rejects an application for membership, the Company will notify the applicant in writing, provide a refund of the applicant's application fee (if any) and all access rights to the Company's services as a provisional Member pursuant to clause 6.1(g) will immediately cease.

(j) The Secretary shall, upon payment of the amount referred to in clause 6.1(h) within the stipulated period, enter the applicant's name in the register of Members kept in accordance with clause 8 and upon the name being so registered, the applicant shall become a Member of the Company.

(k) The Company may accept an application even if the application does not state the matters listed in clause 6.1(f). In that case, by applying to be a Member, the applicant agrees to those three matters.

6.2 Conditions of membership

(a) 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 Corporations Act and this Constitution.

(b) Membership shall not be transferable.

6.3 Member's representative

Each incorporated Member must appoint in writing (which appointment may be altered from time to time by giving written notice to the Secretary) one natural person to represent such Member and, subject to this Constitution including clause

11.3, that person alone shall be able to represent, act as and exercise all the rights of a Member relevant to the purposes of the appointment as a representative.

7. ANNUAL SUBSCRIPTION

The Board shall determine from time to time:

(a) The annual subscription payable by each Member for each Financial Year and the date upon which it is payable;

(b) The services provided by the Company (if any) covered by the annual subscription; and

(c) What other services shall be made available to or provided to the Members and the cost to Members of same.

8. MEMBERSHIP REGISTER

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 (if any) 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.

9. RESIGNATION

9.1 Resignation

(a) 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.

(b) 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.

9.2 Disciplining Members

(a) Subject to this Constitution and any Rules, the Board may resolve to warn, suspend or expel a Member from the Company if the Board considers that:

(i) the Member has refused to comply with this Constitution;

(ii) the Member has breached this Constitution; or

(iii) the Member's behaviour is causing, has caused, or is likely to cause harm to the Company.

(b) Where the Board passes a resolution under clause 9.2(a), 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, the grounds on which it is based and informing the Member that it may, within 21 days from the date 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.

(c) Where the Secretary receives a notice of appeal within the time stipulated under clause 9.2(b):

(i) a resolution under clause 9.2(a)does not take effect unless the Company confirms the resolution in accordance with this Constitution; and

(ii) the Secretary 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 Full Members before the meeting, details of the grounds for the resolution and the reasons for the passing of the resolution; and

B the Member may forward to Full Members details of its appeal.

(d) At the General Meeting:

(i) if at least two-thirds of Full Members Present and voting, vote against the confirmation of the resolution under clause 9.2(a), the resolution is revoked; and

(ii) in any other case, the resolution under clause 9.2(a) is confirmed.

(e) The Company will not be liable for any loss, damage or injury suffered by a Member as a result of any decision made in good faith under this clause.

9.3 Cessation of membership

A Member shall cease to be a Member of its relevant category if they:

(a) resign in accordance with clause 9.1;

(b) are expelled in accordance with clause 9.2;

(c) have not responded within three months to a written request from the Secretary that they confirm in writing that they want to remain a Member;

(d) are dissolved or enters into an arrangement with creditors or appoints a liquidator or administrator;

(e) have not paid any membership subscription within 30 days of the due date for payment;

(f) have not paid any fees for services rendered to it by the Company within three months of the due date for payment; or

(g) have not paid any monies (other than the monies referred to in clauses 9.3(e) or 9.3(f)) payable by it within three months of the due date for payment and if the Board resolves the such Member be no longer a Member of the Company.

9.4 Effect of resignation, cessation or termination of membership

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; and

(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.

10. GENERAL MEETINGS

10.1 Annual General Meetings

(a) A General Meeting, called the Annual General Meeting, must be held at least once in every calendar year.

(b) The Annual General Meeting shall be held on such day and at such place as the Board determines.

(c) The Annual General Meeting shall be specified as such in the notice convening it.

(d) Even if these items are not set out in the notice of meeting, the following business shall be attended to at the Annual General Meeting:

(i) reports from the Board on the activities and finances of the Company during the period since the last Annual General Meeting;

(ii) receipt of advice of the election of the Board; and

(iii) any other matter required by the Corporations Act.

(e) The Annual General Meeting shall be in addition to any other General Meetings that may be held in the same year.

10.2 Special general meetings

All General Meetings other than Annual General Meetings shall be called special general meetings.

10.3 Methods of convening

(a) 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.

(b) The Secretary shall, on the requisition in writing not less than 5% of Full Members (worked out as at midnight before the Full Members request the meeting) convene a special general meeting of the Company.

(c) The requisition for a special general meeting must state the motions to be put to the meeting and must be signed by the Full 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 Full Members making the requisition.

(d) 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 Full 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.

(e) A special general meeting convened by Full Members 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.

10.4 Members' resolutions and statements

(a) A Full Member may give:

(i) written notice to the Secretary of a resolution they propose to move at a General Meeting (**Members' Resolution**); and

(ii) a written request to the Company that the Company give all of its Full Members a statement about a proposed resolution or any other matter that may properly be considered at a General Meeting (**Members' Statement**).

(b) A notice of a Members' Resolution must set out the wording of the proposed resolution and be signed by the Full Members proposing the resolution.

(c) A request to distribute a Members' Statement must set out the statement to be distributed and be signed by the Full Members making the request.

(d) Separate copies of a document setting out the notice or request may be signed by Full Members if the wording is the same in each copy.

(e) Subject to clause 10.4(f), if the Company has been given notice of a Members' Resolution, the resolution must be considered at the next General Meeting held after the notice is given.

(f) Members' Resolutions and Members' Statements must be received by the Secretary no later than 35 days prior to the date of the General Meeting.

(g) This clause does not limit any other right that a Full Member has to propose a resolution at a General Meeting.

10.5 Company must give notice of proposed resolution or distribute statement

(a) If the Company has been given a notice or request under clause 10.4:

(i) by the time prescribed by clause 10.4(f), it must send the notice of proposed Members' Resolution and a copy of the Members' Statement (if any) to Full Members with a notice of meeting under clause 10.7 at the Company's cost; or

(ii) not by the time prescribed by clause 10.4(f), then the Full Members who proposed the resolution or made the request must pay the expenses reasonably incurred by the Company in giving other Full Members notice of the proposed Members' Resolution and a copy of the Members' Statement (if any). However, at a General Meeting, the Full Members may pass a resolution that the Company will pay these expenses.

(b) The Company does not need to send the notice of proposed Members' Resolution or a copy of the Members' Statement to Members if:

(i) it is more than 1,000 words long;

(ii) the Board considers it may be defamatory;

(iii) clause 10.5(a)(ii) applies, and the Full Members who proposed the resolution or made the request have not paid the Company enough money to cover the cost of sending the notice of the proposed Members' Resolution and copy of the Members' Statement (if any) to Full Members; or

(iv) in the case of a proposed Members' Resolution, the resolution does not relate to a matter that may be properly considered at a General Meeting or is otherwise not a valid resolution able to be put to Full Members.

10.6 Circular resolutions

(a) Subject to clause 10.6(c), the Board may put a resolution to Full Members to pass a resolution without a General Meeting being held (**Members' Circular Resolution**).

(b) The Board must notify the Auditor as soon as possible that a Members' Circular Resolution has or will be put to Full Members and set out the wording of the resolution.

(c) Members' Circular Resolutions cannot be used:

(i) for a resolution to remove an Auditor, appoint a Director or remove a Director;

(ii) for passing a special resolution; or

(iii) where the Corporations Act or this Constitution requires a meeting to be held.

(d) A Members' Circular Resolution is passed if all the Full Members entitled to vote on the resolution sign or agree to the circular resolution, in the manner set out in clause 10.6(e) or clause 10.6(f).

(e) Full Members may sign:

(i) a single document setting out the Members' Circular Resolution and containing a statement that they agree to the resolution; or

(ii) separate copies of that document, as long as the wording is the same in each copy.

(f) The Company may send a Members' Circular Resolution by email to Full Members and Full Members may agree by sending a reply email to that effect, including the text of the resolution in their reply.

10.7 Notices of meetings

(a) 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 Full Member, each Director and the Auditor:

(i) a notice stating:

A the place, date and time of the meeting (and if the meeting is to be held in two or more places, the technology that will be used to facilitate this);

B if applicable, that a special resolution is to be proposed and the words of the proposed resolution; and

C that Full Members have the right to appoint proxies and that, if a Full Member appoints a proxy:

I the proxy does not need to be a Member;

II the proxy form must be delivered to the Company at its registered address or the address (including an electronic address) specified in the notice of the meeting; and

III the proxy form must be delivered to the Company at least 48 hours before the meeting; and

(ii) 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 10.4(a).

(b) Subject to clause 10.7(c), notice of a meeting may be provided less than 21 days before the meeting if:

(i) for an Annual General Meeting, all the Full Members entitled to attend and vote at the Annual General Meeting agree beforehand; or

(ii) for any other General Meeting, Full Members with at least 95% of the votes that may be cast at the meeting agree beforehand.

(c) Notice of a meeting cannot be provided less than 21 days before the meeting if a resolution will be moved to:

(i) remove a Director;

(ii) appoint a Director in order to replace a Director who was removed; or

(iii) remove an Auditor.

10.8 Auditor's right to attend meetings

(a) The Auditor is entitled to attend any General Meeting and to be heard by the Full Members on any part of the business of the meeting that concerns the Auditor in the capacity of Auditor.

(b) The Company must give the Auditor any communications relating to the General Meeting that a Full Member is entitled to receive.

10.9 Motions permitted

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.

10.10 General Meeting procedure

No item of business shall be transacted at the General Meeting unless a quorum of Full Members entitled under these rules to vote is present during the time when the meeting is considering that item.

10.11 Quorum

(a) Ten Full Members who between them are resident in at least three (3) States or Territories (as applicable), present in person (being Full 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 Full 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. When determining whether a quorum is present, a person may be counted more than once if that person is a Representative or proxy of more than one Full Member.

(b) 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 adjourned to the date, time and place that the Chairperson specifies. If the Chairperson does not specify one or more of those things, the meeting is adjourned to:

(i) if the date is not specified – the same day in the next week;

(ii) if the time is not specified – the same time; and

(iii) if the place is not specified – the same place.

(c) If no quorum is present at the resumed meeting within 30 minutes after the starting time set for that meeting, the meeting is cancelled.

10.12 Using technology to hold meetings

(a) The Company may hold a General Meeting at two or more venues using any technology that gives the Full Members as a whole a reasonable opportunity to participate, including to hear and be heard.

(b) Anyone using this technology is taken to be present in person at the meeting.

10.13 Chairperson

(a) The Chairperson, or in the Chairperson's absence, the Vice-Chairperson, shall preside as Chairperson at each General Meeting of the Company.

(b) If the Chairperson and Vice-Chairperson are absent from a General Meeting, the Full Members Present shall elect one of their number to preside as Chairperson at that meeting.

(c) The Chairperson does not have a casting vote.

11. VOTING AT GENERAL MEETINGS

11.1 Voting

(a) Upon any questions arising at a General Meeting of the Company, each Full Member has one vote only.

(b) A Full Member shall not be entitled to vote at any General Meeting unless all monies due and payable by the Full 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.

(c) 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 11.3(f) or by a vote in writing.

(d) Before a vote is taken, the Chairperson must state whether any proxies have been received and, if so, to the extent known, how the proxies have been directed to cast their votes.

(e) 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.

(f) A Full Member or the Chairperson may only challenge a person's right to vote at a General Meeting at that meeting.

(g) If a challenge is made under clause 11.1(f), the Chairperson must decide whether or not the person may vote. The Chairperson's decision is final.

11.2 When and how a vote in writing must be held

(a) A vote in writing may be demanded on any resolution instead of or after a vote by a show of hands by:

(i) at least two Members Present;

(ii) Members Present with at least 2% of the votes that may be passed on the resolution on the vote in writing (worked out as at the midnight before the vote in writing is demanded); or

(iii) the Chairperson.

(b) A vote in writing must be taken when and how the Chairperson directs, unless clause 11.2(c) applies.

(c) A vote in writing must be held immediately if it is demanded under clause 11.2(a):

(i) for the election of a Chairperson under clause 10.13(b); or

(ii) to decide whether to adjourn the meeting.

(d) A demand for a vote in writing may be withdrawn.

11.3 Appointment of proxy

(a) A Full Member may appoint a proxy to attend and vote at a General Meeting on their behalf.

(b) A proxy does not need to be a Member.

(c) A proxy appointed to attend and vote for a Full Member has the same rights as the Full Member to:

(i) speak at the meeting;

(ii) vote in a vote in writing (but only to the extent allowed by the appointment); and

(iii) join in to demand a poll or a vote in writing.

(d) An appointment of proxy (proxy form) must be signed by the Full Member appointing the proxy and must contain:

(i) the Full Member's name and address;

(ii) the Company's name;

(iii) the proxy's name or the name of the office held by the proxy; and

(iv) the meeting(s) at which the appointment may be used.

(e) A proxy appointment may be standing (ongoing).

(f) Proxy forms must be received by the Secretary at the address stated in the notice under clause 10.7(a)(i) at least 48 hours before a meeting.

(g) A proxy does not have the authority to speak and vote for a Full Member at a meeting while the Full Member is at the meeting.

(h) Unless the Company receives written notice before the start or resumption of a General Meeting at which a proxy votes, a vote cast by the proxy is valid even if, before the proxy votes, the appointing Full Member:

(i) dies;

(ii) is mentally incapacitated;

(iii) revokes the proxy's appointment; or

(iv) revokes the authority of a representative or agent who appointed the proxy.

(i) A proxy appointment may specify the way the proxy must vote on a particular resolution.

11.4 Voting by proxy

(a) A proxy is not entitled to vote on a show of hands (but this does not prevent a Full Member appointed as a proxy for another Full Member from casting their own vote on a show of hands).

(b) When a vote in writing is held, a proxy:

(i) does not need to vote, unless the proxy appointment specifies the way they must vote;

(ii) if the way they must vote is specified on the proxy form, must vote that way; and

(iii) if the proxy is also a Full Member or holds more than one proxy, may cast the votes held in different ways.

12. COMPOSITION OF THE BOARD

12.1 Distribution

(a) Subject to the proviso at the end of this clause 12.1(a), there shall be a Board comprising at least four and up to a maximum of 10 Directors distributed as follows:

(i) one Director from New South Wales / Australia Capital Territory;

(ii) one Director from Queensland / Northern Territory;

(iii) one Director from Victoria;

(iv) one Director from South Australia;

(v) one Director from Tasmania;

(vi) one Director from West Australia; and

up to a maximum of four additional Directors appointed by the Board in accordance with clause 12.6(g).

(b) 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.

(c) If at the time that clause 12.1(a) becomes operative and is part of this Constitution there are two 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 being that there will only be 1 Director from each of 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 12.6(g).

12.2 Term of office

(a) Directors elected by the Company shall hold office for a term of two years.

(b) A Director may be elected for a maximum of three terms.

(c) A Director who has held office for a continuous period of six years may not be re-elected to the Board.

(d) The term of office of a Director shall commence immediately after the close of the Annual General Meeting at which she/he was elected and shall end at the close of the second Annual General Meeting after that at which she/he was elected.

12.3 Rotation

(a) At each Annual General Meeting the following Directors shall retire:

(i) All Directors declared elected to office at the next but one preceding Annual General Meeting.

(ii) Any Director appointed by the Board pursuant to clause 14.1.

(b) If the total number of Directors retiring under clause 12.3(a) is less than two 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 two.

(c) 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 12.1 hereof then the provision of clause 14.1 shall apply subsequent to the next Annual General Meeting.

12.4 Nominations

(a) Nominations for election to the Board to satisfy the State and Territory representation as provided for in clause 12.1(a) 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.

(b) Only a Full Member may nominate a candidate for election to the Board to satisfy the State and Territory representation as provided for in clause 12.1(a).

12.5 Eligibility

(a) A person is eligible for election as a Director if they:

(i) are nominated for election by a Full Member:

A which has paid its membership subscription and any other monies payable to the Company; and

B of which the prospective Director is an employee or an officer;

(ii) give the Company their signed consent to act as a Director of the Company; and

(iii) are not ineligible to be a Director under the Corporations Act or the ACNC Act.

(b) Only a person resident in a particular State or Territory (as applicable) shall be eligible for election as a Director from that State or Territory (as applicable).

12.6 Election

(a) Before the end of July of each year, the Secretary shall issue ballot papers for the election of as many Directors as shall retire at the following Annual General Meeting pursuant to clauses 14.2 and 14.3 but subject to clause 12.6(b) hereof and each ballot paper shall set out the surname (followed by the Christian name or initials) in alphabetical order of the persons nominated for election to the Board to satisfy the State and Territory representation as provided for in clause 12.1(a) and not automatically elected pursuant to clause 12.6(b). Each Full Member shall be issued with one ballot paper. The ballot papers, biographical notes and instructions for voting shall be posted to every Full Member within seven days of the issue of the ballot papers. The method of voting shall be prescribed by the Board from time to time. The ballots shall close at 4.00p.m. on the last day of August in each year.

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

(c) In relation to the election of a Director from a particular State or Territory, only Full Members within that State or Territory (as applicable) shall be entitled to vote in the ballot for such election.

(d) 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.

(e) 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.

(f) The decision of the returning officer shall be final and binding in respect of all matters affecting the election.

(g) The Board may appoint up to an additional four Directors from time to time. Any such appointment may be for the purpose of contributing particular expertise and/or skill(s) to the Board.

(h) The Board may 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.

13. POWERS AND DUTIES OF THE BOARD

13.1 Powers of the Board

Subject to the Constitution, 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 Law expressly directed or required to be exercised or done by the Company in a General Meeting. Except as required by Law, the Board shall not be bound by any resolution of a General Meeting.

13.2 Duties of the Board

Each Director must comply with its duties as a director 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;

(b) to act in good faith in the best interests of the Company and to further the purposes of the Company set out in clause 3.1;

(c) not to misuse their position as a Director;

(d) not to misuse information they gain in their role as a Director;

(e) to disclose any perceived or actual material conflicts of interest in the manner set out in clause 13.3 of 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.

13.3 Conflicts of interest

(a) A Director must disclose the nature and extent of any actual or perceived material conflict of interest in a matter that is being considered at a meeting of the Board (or that is proposed in a circular resolution):

(i) to the Board; or

(ii) if all members of the Board have the same conflict of interest, to the Full Members at the next General Meeting, or at an earlier time if reasonable to do so.

(b) The disclosure of a conflict of interest by a Director must be recorded in the minutes of the meeting.

(c) Each Director who has a material personal interest in a matter that is being considered at a Board meeting (or that is proposed in a circular resolution) must not, except as provided under clause 13.3(d):

(i) be present at the meeting while the matter is being discussed; or

(ii) vote on the matter.

(d) A Director may still be present and vote if:

(i) their interest arises because they are a member of the Company, and the other members have the same interest;

(ii) their interest relates to an insurance contract that insures, or would insure, the Director against liabilities that the Director incurs as a Director of the Company (see clause 23.3);

(iii) their interest relates to a payment by the Company under clause 23.1, or any contract relating to an indemnity that is allowed under the Corporations Act;

(iv) the Australian Securities and Investments Commission (ASIC) makes an order allowing the Director to vote on the matter; or

(v) the Directors who do not have a material personal interest in the matter pass a resolution that:

A identifies the Director, the nature and extent of the Director's interest in the matter and how it relates to the affairs of the Company; and

B says that those Directors are satisfied that the interest should not stop the Director from voting or being present.

13.4 Rules

(a) 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.

(b) The Secretary shall within 30 days thereof notify each Member of any rules made and of any alteration of or amendment to any rule so made by the Board.

(c) Members and Directors must comply with any rules made by the Board as if they were part of this Constitution.

13.5 Attorneys

The Board may from time to time appoint any one or more Director to act as attorneys for such purposes as it shall determine.

13.6 Cheques, receipts, etc.

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.

13.7 Delegation of board powers

The Board may delegate any of its powers and functions to a committee, a Director, an employee of the Company (such as a chief executive officer) or any other person, as they consider appropriate. The Board may make rules for regulating the proceedings of any delegation and the Chairperson shall be an ex-officio member of any committee. The delegation must be recorded in the Company's minutes.

13.8 Validity

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.

14. BOARD VACANCIES

14.1 The Board shall, if a vacancy occurs, appoint as a Director as the case may require one Full Member from the State or Territory (as applicable) necessary to ensure representations as provided for in clause 12.1 if that person gives the Company their signed consent to act as a Director and is not ineligible to be a Director under the Corporations Act or the ACNC Act. Any such appointee shall hold office until the close of the next ensuing Annual General Meeting.

14.2 If the number of Directors is reduced to less than the number required for a quorum, the continuing Directors may act for the purpose of increasing the number of directors to five (or higher if required for a quorum) or calling a General Meeting, but for no other purpose.

14.3 Resignation

A Director 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 receipt by the Board.

14.4 Termination

A Director stops being a Director if they:

(a) cease to be an employee or officer of the Full Member who nominated it to be a Director;

(b) give notice in writing of resignation as a Director to the Company;

(c) are absent from two consecutive Board meetings without approval from the Board for leave of absence in writing;

(d) become bankrupt or makes any arrangement or composition with her/his creditors generally;

(e) become ineligible to be a director under the Corporations Act or the ACNC Act;

(f) become of unsound mind or a person whose person or estate is liable to be dealt with in any way under the law relating to mental health; or

(g) are directly or indirectly interested in any contract or proposed contract with the Company provided, however, that a Director shall not vacate their office by reason of their being a member of any corporation which has entered or proposes to enter into contract with the Company if they shall have declared the nature of his interest in the manner required by the Corporations Act.

14.5 Dismissal of Board

(a) In the event that at a duly convened General Meeting at least 50 percent of Full Members entitled to vote (present or not) vote in favour of a motion of no confidence in the Board, the Board thereupon stands dismissed and the Secretary shall within one calendar month of the date of such resolution by notice in writing to all Full Members call for nominations for a ballot for an election in relation to all Directors' positions on the Board.

(b) The procedure for nomination and balloting shall be in accordance with clause 14 except that:

(i) The closing date for nomination shall be one month from the date on which the notice calling for nominations is posted to the Full Members;

(ii) Ballot papers shall be posted to Full Members within one month of the date that nominations close;

(iii) 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 Full Members; and

(iv) 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 Full Members.

(c) The term of office of the Directors so elected shall commence at 9.00a.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.

15. BOARD MEETINGS

15.1 Frequency and location

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 Board thereof.

15.2 Calling a board meeting

The Secretary shall convene a Board meeting if directed to do so by the Chairperson or by any three Directors.

15.3 Election of Chairperson, Vice-Chairperson

Two Directors shall be elected to each of the offices of Chairperson and Vice-Chairperson biennially by the Board in accordance with clause 12.6(g) and shall hold office until the close of the Annual General Meeting next succeeding the date of such election.

15.4 Quorum

(a) Four Directors shall represent a quorum for a Board meeting. In the event of a quorum not being present within half an hour of the time appointed, the meeting shall be deemed cancelled. A quorum must be present for the whole Board meeting.

(b) The chairperson at any meeting of the Board shall be the Chairperson or if at any meeting the Chairperson is not present within 10 minutes after the time appointed for holding the meeting, the Vice-Chairperson. If the Vice-Chairperson is similarly not present within 10 minutes after the time appointed for holding the meeting, then the Directors present at the meeting shall elect a chairperson from the Directors present at the meeting and the Chairperson so elected may perform all the duties and exercise the discretion of the Chairperson.

(c) At all meetings of the Board the Chairperson's ruling shall be final in all matters of order and practice.

15.5 Using technology to hold Board meetings

(a) The Board may hold their meetings by using any technology (such as video or teleconferencing) that is agreed to by the Board.

(b) The Board's agreement may be a standing one.

(c) A Director may only withdraw their consent within a reasonable period before the meeting.

(d) Anyone using this technology is taken to be present in person at the meeting.

15.6 Adjournment

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.

15.7 Voting

(a) 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.

(b) 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.

(c) 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.

15.8 Circular resolutions of the Board

(a) The Board may pass a circular resolution without a Board meeting being held.

(b) A circular resolution is passed if all the Directors entitled to vote on the resolution sign or otherwise agree to the resolution in the manner set out in clause 15.8(c) or clause 15.8(d).

(c) Each Director may sign:

(i) a single document setting out the resolution and containing a statement that they agree to the resolution; or

(ii) separate copies of that document, as long as the wording of the resolution is the same in each copy.

(d) The Company may send a circular resolution by email to the Board and the Board may agree to the resolution by sending a reply email to that effect, including the text of the resolution in their reply.

(e) A circular resolution is passed when the last Director signs or otherwise agrees to the resolution in the manner set out in clause 15.8(c) or clause 15.8(d).

16. CONSULTATIVE ARRANGEMENTS

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.

17. SECRETARY

17.1 The Company must have at least one Secretary.

17.2 The Secretary must be appointed by the Board (after giving the Company their signed consent to act as Secretary) and may be removed by the Board at any time.

17.3 The Board must decide the terms and conditions under which the Secretary is appointed, including any remuneration as the Board may from time to time think fit.

17.4 The Board may at any time as the occasion may require appoint and dismiss an Acting Secretary or an Assistant Secretary.

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

18. MINUTES AND RECORDS

18.1 Minutes and records

(a) The Company must, within one month, make and keep the following records:

(i) minutes of proceedings and resolutions of General Meetings;

(ii) minutes of circular resolutions of Full Members;

(iii) a copy of a notice of each General Meeting; and

(iv) a copy of a Members' Statement distributed to Full Members under clause 10.5.

(b) The Company must, within one month, make and keep the following records:

(i) minutes of proceedings and resolutions of Board meetings (including meetings of any committees); and

(ii) minutes of circular resolutions of the Board.

(c) To allow Members to inspect the Company's records:

(i) the Company must give a Full Member access to the records set out in clause 18.1(a); and

(ii) the Board may authorise a Member to inspect other records of the Company, including records referred to in clause 18.1(b) and clause 18.2(a).

(d) The Board must ensure that minutes of a General Meeting or a Board meeting are signed within a reasonable time after the meeting by:

(i) the Chairperson of the meeting; or

(ii) the Chairperson of the next meeting.

(e) The Board must ensure that minutes of the passing of a circular resolution (of Full Members or the Board) are signed by a Director within a reasonable time after the resolution is passed.

18.2 Financial and related records

(a) The Company must make and keep written financial records that:

(i) correctly record and explain its transactions and financial position and performance; and

(ii) enable true and fair financial statements to be prepared and to be audited.

(b) The Company must also keep written records that correctly record its operations.

(c) The Company must retain its records for at least 7 years.

(d) The Board must take reasonable steps to ensure that the Company's records are kept safe.

19. REGISTERED OFFICE

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

20. EXECUTION OF DOCUMENTS

20.1 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 make of details of the affixation.

20.2 The Company may execute a document without using a common seal if the document is signed by:

(a) two Directors of the Company; or

(b) a Director and the Secretary.

21. NOTICES

21.1 What is notice

(a) Anything written to or from the Company under any clause in this Constitution is written notice and is subject to clauses 21.2 to 21.4, unless specified otherwise.

(b) Clauses 21.2 to 21.4 do not apply to a notice of proxy under clause 11.3(f).

21.2 Notice to the Company

Written notice or any communication under this Constitution may be given to the Company, the Board or the Secretary by:

(a) delivering it to the Company's registered office;

(b) posting it to the Company's registered office or to another address chosen by the Company for notice to be provided; or

(c) sending it to an email address notified by the Company to the Members as the Company's email address.

21.3 Notice to Members

Written notice or any communication under this Constitution may be given to a Member:

(a) in person;

(b) by posting it to, or leaving it at the address of the Member in the register of Members or an alternative address (if any) nominated by the Member for service of notices;

(c) sending it to the email address nominated by the Member as an alternative address for service of notices (if any);

(d) sending it to the fax number nominated by the Member as an alternative address for service of notices (if any); or

(e) if agreed to by the Member, by notifying the Member at an email nominated by the Member, that the notice is available at a specified place or address (including an electronic address).

21.4 When notice is taken to be given

A notice:

(a) delivered in person, or left at the recipient's address, is taken to be given on the day it is delivered;

(b) sent by post, is taken to be given on the third day after it is posted with the correct payment of postage costs;

(c) sent by email or other electronic method, is taken to be given on the Business Day after it is sent; and

(d) given under clause 21.3(e) is taken to be given on the Business Day after the notification that the notice is available is sent.

22. DISPUTE RESOLUTION

22.1 The dispute resolution procedure in this clause applies to disputes under this Constitution between a Member or Director and:

(a) one or more Members;

(b) one or more Directors; or

(c) the Company.

22.2 A Member must not start a dispute resolution procedure in relation to a matter which is the subject of a disciplinary procedure under clause 9.2 until the disciplinary procedure is completed.

22.3 Those involved in the dispute must attempt to resolve it between themselves within 14 days of knowing about it.

22.4 If those involved in the dispute do not resolve it under clause 22.3, they must within 10 days:

(a) tell the Board about the dispute in writing;

(b) agree or request that a mediator be appointed; and

(c) attempt in good faith to settle the dispute by mediation.

22.5 The mediator must:

(a) be chosen by agreement of those involved; or

(b) where those involved do not agree:

(i) for disputes between Members, a person chosen by the Board; or

(ii) for other disputes, a person chosen by either the Commissioner of the Australian Charities and Not-for-profits Commission or the President of the Law Institute of Victoria.

22.6 A mediator chosen by the Board under clause 22.5(b)(i):

(a) may be a Member or former Member of the Company;

(b) must not have a personal interest in the dispute; and

(c) must not be biased towards or against anyone involved in the dispute.

22.7 When conducting the mediation, the mediator must:

(a) allow those involved a reasonable chance to be heard;

(b) allow those involved a reasonable chance to review any written statements;

(c) ensure that those involved are given natural justice; and

(d) not make a decision on the dispute.

23. INDEMNITY OF OFFICERS

23.1 Costs and expenses

(a) 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:

(i) 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

(ii) in connection with any application in relation to those proceedings in which the Court grants relief to the person under the Corporations Act.

(b) In this clause 23.1:

(i) "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.

(ii) "to the relevant extent" means:

A to the extent that the Company is not precluded by law (including the Corporations Act) from doing so, and

B for the amount that the officer is not otherwise entitled to be indemnified by another person (including an insurer under an insurance policy).

(c) 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

To the extent permitted by law (including the Corporations Act), and if the Board considers 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.

24. SCOPE OF LIABILITY

24.1 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.

24.2 To the maximum extent permitted by the Corporations 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.

25. DIRECTORS' ACCESS TO DOCUMENTS

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

25.2 If the Board agrees, the Company must give a Director or former Director access to:

(a) certain documents, including documents provided for, or available to, the Board; and

(b) any other documents referred to in those documents.