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# Constitution

**17 April 2009** [amended 2010 AGM to include "intersex"]

**National LGBTI Health Alliance**  
**A Public Company Limited By Guarantee**

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## 1 Defined terms and interpretation

### 1.1 Definitions in the Dictionary

A term or expression starting with a capital letter:

- (a) which is defined in the Dictionary in Schedule 1 (**Dictionary**), has the meaning given to it in the Dictionary; and
- (b) which is defined in the Corporations Act, but is not defined in the Dictionary, has the meaning given to it in the Corporations Act.

### 1.2 Interpretation

The interpretation clause in Schedule 1 (**Dictionary**) sets out rules of interpretation for this Constitution.

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## 2 Nature of company and liability

### 2.1 Nature of Company

The Company is a public company limited by guarantee.

### 2.2 Liability of each Member

- (a) The liability of each Member is limited and the liability of each class of Member is limited, depending upon the category of their membership, as provided in clauses 2.2(b) and 5 of this Constitution.
  - (b) Each Member undertakes to contribute to the assets of the Company, if it is wound up while they are a Member, or within one year afterwards, an amount of money not exceeding the limit of liability of the relevant class of membership they hold and at the time of winding up the debts and liabilities of the Company exceed its assets.
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## 3 Objects and activities of the Company

### 3.1 Objects of the Company

- (a) To promote the health and wellbeing of lesbian, gay, bisexual, transgender, intersex and other sexuality, sex and gender diverse people (collectively, **LGBTI**).
- (b) To promote the prevention and control of disease among LGBTI people.
- (c) To reduce disadvantage and discrimination experienced by LGBTI people.
- (d) To eliminate disparities in health outcomes of LGBTI people and communities including differences that occur by sexual and/or gender orientation, identity and/or presentation, gender, race/ethnicity, education or income, disability, nationality, geographic location, and/or age.
- (e) To increase availability of, access to, and quality of physical, mental and behavioural health and related services for LGBTI people.

- (f) To develop the capacity of Members to promote the health and wellbeing of LGBTI people, including the development of health intelligence, networking opportunities, financial resources and workforce development.
- (g) To provide information and training to health professionals, service providers, businesses, the LGBTI community and the general public on:
  - (i) the promotion of health and wellbeing for LGBTI people; and
  - (ii) the prevention and control of disease for LGBTI people.
- (h) To undertake, participate in, raise funds for and/or promote research that could contribute to:
  - (i) the health and wellbeing of LGBTI people; and
  - (ii) the prevention and control of disease in LGBTI people.
- (i) To engage and collaborate with those organisations, institutions or bodies, which in the opinion of the Company support and uphold the Company's Objects, to encourage initiatives, and assist in development of innovative programs aimed at promoting community awareness of LGBTI health issues.
- (j) To influence public and private sector policy and programs regarding LGBTI health and related issues.
- (k) To make known and further the Objects and activities of the Company by the publication and distribution of papers, journals, leaflets and other publications and by advertising in any medium or by any means thought desirable.
- (l) To pursue charitable purposes only and apply any income only for the purposes of pursuing those purposes.

### **3.2 Activities of the Company**

Activities performed in furtherance of, or in carrying out the stated Objects of, the Company are authorised activities of the Company.

## **4 Legal capacity and powers of the Company**

The Company has all of the powers of a natural person and of a body corporate, including those set out in the Corporations Act.

## **5 Membership**

### **5.1 Classes of membership**

The membership of the Company will consist of the following classes of Member:

- (a) Full Member;
- (b) Associated Corporate Members (for profit);
- (c) Associated Corporate Members (not for profit); and
- (d) Associated Individual Members.



## 5.2 Fees

- (a) The Board may determine that an annual fee is payable in respect of a Member's membership, the amount of such fee being determined by the Board from time to time (**Annual Fee**).
- (b) Annual Fees are non-refundable and Annual Fees are payable by the Member on 1 July of each year (or in the case of first admission to membership, on the date of first admission to membership).
- (c) In determining an amount of the Annual Fee, the Board may determine a different rate as between different classes of membership but may not discriminate between members of the same class of membership.
- (d) The Board may determine that Annual Fees may be payable by instalments and may revoke or postpone Annual Fees or extend the time for payment of Annual Fees.
- (e) The Company must give Members at least 10 Business Days notice of Annual Fees payable by Members. A notice of Annual Fees must be in writing and specify the amount of the Annual Fee, and the time and method of payment of the Annual Fee. An Annual Fee is not invalid if a Member does not receive notice of the Annual Fee.
- (f) A Member must pay to the Company the amount of any Annual Fee payable by the Member at the times and places specified in the notice of the Annual Fee. If an Annual Fee is payable in one or more fixed amounts on one or more fixed dates, the Member must pay to the Company those amounts on those dates.
- (g) The debt due in respect of an amount payable under clause 5.2(f) is sufficiently proved by evidence that the name of the Member is entered in the Register.
- (h) When determining the amount of the Annual Fee payable, in the event that a prospective Full Member is a legal entity which houses a project where the core business of that project is promoting the prevention and control of disease among LGBTI people, and/or promoting the health and wellbeing of LGBTI people (as contemplated by clause 5.5(a)(ii), below), the assessable income will be that of the specific LGBTI project, and not that of the legal entity housing it.

## 5.3 Limits of liability

The limits of liability of Members is set out in Schedule 2 and on a winding up of the Company, the liability of Members shall not exceed the amounts stated in that Schedule.

## 5.4 Membership – generally

The Members of the Company are the Members at the date of incorporation of the Company and those Members who:

- (a) are individuals (at least 18 years of age at the date of application) or legal entities; and
- (b) have been admitted by the Board to membership of the Company as Members after making an application for membership, in accordance with clause 6.

## 5.5 Full Members

- (a) Full Membership of the Company is open to those who support the Objects of the Company, provided they are not-for-profit legal entities:
  - (i) whose core business is promoting the prevention and control of disease in LGBTI people, and/or promoting the health and wellbeing of LGBTI people, as determined by the Board in accordance with clause 6; or
  - (ii) who house a project where the core business of the project is promoting the prevention and control of disease in LGBTI people, and/or promoting the health and wellbeing of LGBTI people, as determined by the Board in accordance with clause 6.
- (b) A Full Member is a Member with the following rights:
  - (i) the right to receive notices of and to attend and be heard at any general meeting of the Company;
  - (ii) the right to vote at any general meeting of the Company.

## 5.6 Associated Corporate Members

- (a) Associated Corporate Membership of the Company is open to:
  - (i) not-for-profit legal entities that support the Objects of the Company; and
  - (ii) for-profit legal entities that support the Objects of the Company.
- (b) An Associated Corporate Member is a Member with the following rights:
  - (i) the right to receive notices of and to attend at, but no right to be heard or vote at any general meeting of the Company; and
  - (ii) notwithstanding 5.6(b)(i), the right to be heard if a Full Member nominates that this be the case at general meeting and such a motion is carried by a majority of Full Members at a general meeting of the Company.

## 5.7 Associated Individual Members

- (a) Associated Individual Membership of the Company is open to individuals who support the Objects of the Company.
- (b) An Associated Individual Member is a Member with the following rights:
  - (i) the right to receive notices of and to attend at, but no right to be heard or vote at any general meeting of the Company; and
  - (ii) notwithstanding 5.7(b)(i), the right to be heard if a Full Member nominates that this be the case at general meeting and such a motion is carried by a majority of Full Members at a general meeting of the Company.

## 5.8 Form of application

Any person may apply in writing to be a member of the Company. A person's application for Membership must:

- (a) include (without limitation) the following information in respect of the applicant:

- (i) the full name of the applicant;
  - (ii) the address, telephone and facsimile number, and electronic mail address if any, of the applicant;
  - (iii) details of the applicant's representative or other contact person, where applicable; and
  - (iv) such other information relating to the applicant as the Board may require from time to time;
- (b) be signed by or on behalf of the applicant by its duly authorised representatives;
  - (c) be accompanied by such documents or evidence as to eligibility in accordance with clause 6; and
  - (d) be in whatever form, including electronic form, as the Board may require from time to time.

### **5.9 Membership not transferable**

No membership interest, benefit or right of any Member is capable of being sold or transferred in any manner whatsoever and a membership interest shall automatically lapse if there is any such purported sale or transfer or agreement to effect same.

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## **6 Admission to membership**

### **6.1 Consideration of application by the Board**

- (a) If a person makes an application that complies with clause 5.8 and pays the requisite fee under clause 5.2 the Board must consider that application for membership as soon as practicable after its receipt and determine, in their discretion, the acceptance or rejection of that application for membership.
- (b) Applicants for Full Membership may be required to provide to the Company evidence of their age (if applicable), legal status and the core business of the organisation/project including (but not limited to) their constitution, terms of reference, policy and procedures, promotional materials, operational/business plans and/or annual report, statement of income countersigned by their accountant, and any other evidence reasonably requested by the Company from time to time.
- (c) Applicants for Associate Membership must provide such evidence as the Board requires.
- (d) In considering an application for membership, the determination of whether an entity "supports" (for the purposes of clauses 5.5, 5.6 and 5.7) the Objects of the Company is a decision for the Board of Directors of the Company in their absolute discretion.
- (e) A determination of the Board in relation to an application for membership must be ratified by way of ordinary resolution of the Board.

### **6.2 Acceptance or rejection of membership application**

- (a) If an application for membership is accepted:
  - (i) the Secretary must notify the applicant of admission; and

- (ii) the name and details of the applicant must be entered in the Register as the membership details of the applicant in accordance with clause 6.3(b).
- (b) If an application for membership is rejected the Secretary must notify the applicant that the application has been rejected.
- (c) The Directors do not have to give reasons for rejecting or accepting an application for membership.

### **6.3 Register of Members**

- (a) A register of the Members of the Company must be kept in accordance with the Corporations Act.
- (b) The following must be entered in the Register in respect of each Member:
  - (i) the full name of the Member;
  - (ii) the address of the Member;
  - (iii) the date of admission to and cessation of membership; and
  - (iv) such other information as the Board may require.

### **6.4 Change of Member details**

Each Member must notify the Secretary in writing of any change in that persons name, address, telephone, facsimile number, or electronic mail address (or those relevant details of their representative or other contact person, if applicable) within one month after the change.

### **6.5 Reclassification of Members**

The Board may at any time and from time to time:

- (a) create any new class of Member;
- (b) define limit, restrict or alter the rights, obligations and privileges attaching to Membership of any class; and
- (c) transfer any Member (with or without that member's consent) from Membership of one class to Membership of another class.

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## **7 Cessation of membership**

### **7.1 Resignation by Member**

- (a) Any Member may resign from the Company by giving notice in writing to the Secretary, subject to the payment of any monies which prior to the date of such resignation were owing by the member to the Company.
- (b) Where a Member has paid any monies to the Company in respect of any period subsequent to the date of resignation, the Company may retain such monies and shall not be liable to refund same.

## 7.2 Termination by Board

- (a) If the membership fee of a Member remains unpaid for a period of one calendar month after notice of the default has been sent to the Member, the Board may by resolution terminate the membership of such Member and thereupon its name shall be removed from the Company's register. Notice of the default shall not be despatched until the subscription remains unpaid for a period of 3 months.
- (b) Subject to this Constitution and the Corporations Act, the Board may at any time and from time to time remove the name of any Member from the Register:
  - (i) if the Member ceases to be eligible for membership of the Company;
  - (ii) if the Member being a company or corporation resigns or goes into liquidation whether voluntarily or compulsory except for the purposes of reconstruction or amalgamation;
  - (iii) if control of the Member by a person whose interests or whose primary business is, in the absolute opinion of the Board, contrary to the interests of the Company or its Members; or
  - (iv) if the Board is of the opinion that such Member has wilfully and persistently refused to perform its obligations towards the Company or conducted itself so as to bring discredit on the Company or to disrupt the activities of the Company and to make continued membership undesirable in the interest of the other Members,and in the case of (i), (iii) and (iv), the Board shall not deliberate upon any motion for the expulsion of a Member until at least 7 days after the Member has been notified of the complaint against it. The Member shall be entitled to answer the complaint either in writing delivered to the Secretary prior to the date on which the Board is to deliberate on such motion or by appearing before the Board at the appropriate time.
- (c) Upon the termination of membership of any member the name of such Member shall be removed from the Register and it shall thereupon cease to have the rights and privileges of membership.
- (d) A Member whose membership has been cancelled shall not be eligible for membership at any later date unless the Board so resolves.

## 7.3 Other cessation of membership

A person ceases to be a Member on any Termination Event occurring in respect of the Member. The Secretary must amend the Register accordingly as soon as practical after that event.

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# 8 No profits for Members

## 8.1 Transfer of income or property

- (a) Subject to the operation of clauses 8.2 and 21, the assets and income of the Company shall be applied solely in furtherance of the objectives of the Company and in the performance of the Authorised Activities of the Company and no portion of the income or assets of the Company may be paid or transferred, directly or indirectly to any Member, except as bona fide compensation for services rendered or expenses incurred on behalf of the Company.

- (b) Notwithstanding (a), from time to time Full Members may be contracted to conduct or render certain services for or on behalf of the Company for which they will be entitled to be compensated from the assets and income of the Company.

## **8.2 Payments, services and information**

Nothing in clause 8.1 prevents the payment in good faith of:

- (a) remuneration to any officers or employees of the Company for services actually rendered to the Company;
- (b) an amount to any Member in return for any services actually rendered to the Company (whether by the Member or any corporation or partnership in which the Member has an interest or is a member) or for goods supplied in the ordinary and usual course of business;
- (c) reasonable and proper interest on money borrowed from any Member; or
- (d) reasonable and proper rent for premises let by any Member to the Company.

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# **9 General meetings**

## **9.1 Convening of meetings**

- (a) AGMs of the Company shall be held in accordance with the provisions of the Corporations Act.
- (b) General meetings may be convened by the Board whenever it thinks fit or by requisition as provided by the Corporations Act.

## **9.2 Notice of Meetings**

- (a) Subject to the provisions of the Corporations Act relating to special resolutions and consent to short notice, at least 21 days' notice (exclusive of the day on which the notice is served or received or deemed to be served or received and exclusive of the day for which notice is given) specifying the place, the day and the time of meeting, the nature of any general or special business to be conducted at the meeting, shall be given to persons entitled to receive such notices from the Company.
- (b) For the purposes of clause 9.2(a), all business that is transacted at a general meeting or an AGM, with the exception of the consideration of accounts, financial statements and the reports of the Board and auditors, shall be special business.
- (c) Accidental omission to give notice of a general meeting or an AGM by the Company to, or the non-receipt of notice of a meeting by, any Member shall not invalidate proceedings at a general meeting or an AGM.

## **9.3 Cancellation of general meetings**

- (a) The Board may cancel a general meeting, other than a general meeting which the Board is required to convene and hold under the Corporations Act.
- (b) A meeting may only be cancelled in accordance with this clause if notice of the cancellation is given to all persons entitled to receive notice of the meeting at least 2 business days prior to the time of the meeting as specified in notice of meeting.

#### **9.4 Quorum at general meetings**

- (a) Business may not be transacted at a general meeting unless a quorum of Full Members is present.
- (b) A quorum is the presence in person or by proxy or attorney of 10% of the total number of Full Members presently on the register, or 20 Full Members, whichever is less.
- (c) If a quorum is not present within half an hour from the time appointed for the meeting, or a longer period allowed by the Chair, the meeting is adjourned until such time determined by the Chair.

#### **9.5 Appointment of Chair**

- (a) If the Board have elected one of the Directors as Chair of its meetings, that person is entitled to preside as Chair at every general meeting.
- (b) The Directors present at a general meeting must elect one of their number to chair the meeting if:
  - (i) a Director has not been elected to chair Board meetings; or
  - (ii) the Chair is not present within 15 minutes after the time appointed for the holding of the meeting or is unwilling to act.
- (c) The Full Members present at a general meeting must elect one of their number to chair the meeting if:
  - (i) there are no Directors present within fifteen minutes after the time appointed for the holding of the meeting; or
  - (ii) no Director present is willing to take the chair.

#### **9.6 Chair's powers**

- (a) The ruling of the Chair on all matters relating to the order of business, procedure and conduct of a general meeting shall be final and no motion of dissent from a ruling of the Chair may be accepted.
- (b) The Chair, in their discretion may expel any Member or Director from a general meeting if the Chair reasonably considers that the Member's or Director's conduct is inappropriate behaviour. The following conduct may be considered inappropriate in a general meeting:
  - (i) the use of offensive or abusive language which is directed to any person, object or thing;
  - (ii) attendance at the meeting while under the influence of alcohol or any kind of illegal drug; or
  - (iii) the use or consumption of any illegal drug by a person at the meeting.

#### **9.7 Adjournment of meetings**

- (a) The Chair may, with the consent of any meeting at which a quorum is present, and must if so directed by the meeting, adjourn the meeting to another time and place.

- (b) The only business that may be transacted at any adjourned meeting is the business left unfinished at the meeting from which the adjournment took place.
- (c) When a meeting is adjourned for 30 days or more, notice of the adjourned meeting must be given as in the case of an original meeting.
- (d) Except when a meeting is adjourned for 30 days or more, it is not necessary to give a notice of an adjournment or of the business to be transacted at an adjourned meeting.

#### **9.8 Voting on show of hands**

- (a) At a general meeting a resolution put to the vote of the meeting must be decided on a show of hands unless a poll is demanded before that vote is taken or before the result is declared or immediately after the result is declared.
- (b) If a poll is not duly demanded, a declaration by the Chair that a resolution has on a show of hands been carried or carried unanimously, or by a particular majority, or lost, and an entry to that effect in the book containing the minutes of the proceedings of the Company, is conclusive evidence of the fact, without proof, of the number or proportion of the votes recorded in favour of or against the resolution.

#### **9.9 Demand for a poll**

A poll may be demanded by:

- (a) the Chair; or
- (b) by any 2 Full Members, whether present in person, by proxy or attorney.

#### **9.10 The demand for a poll may be withdrawn**

- (a) The demand for a poll does not prevent the continuance of a meeting for the transaction of business other than the question on which a poll is demanded.
- (b) If a poll is duly demanded, it must be taken in the manner and, except as to the election of a Chair or on a question of adjournment, either at once or after an interval or adjournment or otherwise as the Chair directs. The result of the poll is the resolution of the meeting at which the poll is demanded.
- (c) A poll demanded on the election of a Chair or on a question of adjournment must be taken immediately.

#### **9.11 Voting rights**

Full Members have the following voting rights:

- (a) on a show of hands, every Full Member present has one vote; and
- (b) on a poll, every Full Member present in person or by proxy or attorney has one vote.

#### **9.12 Vote of the Chair at general meetings**

The Chair of a general meeting is entitled to a second or casting vote.



### **9.13 Objections to voter qualification**

- (a) No objection may be raised to the qualification of a voter except at the meeting or adjourned meeting at which the vote objected to is given or tendered.
- (b) An objection to the qualification of a voter must be referred to the Chair, whose decision will be final.
- (c) A vote which is not disallowed by the Chair pursuant to this Constitution is valid for all purposes.

### **9.14 Mode of calling and holding general meetings**

A general meeting may be:

- (a) called using any mode of communication which gives a Member written notice of the meeting, including facsimile and electronic mail; and
- (b) held using any technology that gives the Members as a whole a reasonable opportunity to participate.

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## **10 Proxies and representatives**

### **10.1 Proxies and representatives of Full Members**

- (a) Except in relation to the election of Directors by Full Members, at meetings of Members each Full Member may vote in person or by proxy or by attorney.
- (b) Subject to the terms of the appointment, a person attending as a proxy, or as the attorney of a Full Member, has all the powers of a Full Member.

### **10.2 Appointment of proxies**

- (a) A Full Member may appoint another person as the Full Member's proxy to attend and vote (if allowed) instead of the Full Member. A proxy need not be a Member.
- (b) A document appointing a proxy must be in writing, in any form permitted by the Corporations Act and signed or otherwise authenticated in a manner allowed by the Corporations Regulations by the Full Member making the appointment.

### **10.3 Authority of proxies**

- (a) A document appointing a proxy may specify the manner in which the proxy is to vote in respect of a particular resolution and, where the document so provides, the proxy is not entitled to vote on the resolution except as specified in the document.
- (b) Except as expressly provided by the document appointing a proxy, an appointment of a proxy confers authority to do all things that the Full Member can do in respect of a general meeting, except that the proxy is not entitled to vote on a show of hands.

### **10.4 Verification of proxies**

- (a) Before the time for holding the meeting or adjourned meeting at which a proxy proposes to vote, there must be deposited with the Company:
  - (i) the document appointing the proxy; and

- (ii) if the appointment is signed by the appointor's attorney, the authority under which the appointment was signed or a certified copy of that authority.
- (b) The documents referred to in paragraph (a) must be received at the Office, at a fax number at the Office or at another place, fax number or electronic address specified for that purpose in the notice convening the meeting, not less than 24 hours before the time for holding the meeting.
- (c) If a general meeting has been adjourned, an appointment and any authority received by the Company at least 24 hours before the resumption of the meeting are effective for the resumed part of the meeting.

### **10.5 Validity of proxies**

A proxy document is invalid if it is not deposited or produced prior to a meeting in accordance with clause 10.4.

### **10.6 Revocation of appointment of proxy**

A vote given in accordance with the terms of a proxy document or power of attorney is valid despite the occurrence of any one or more of the following events if no intimation in writing of any of those events has been received by the Company at the Office before the commencement of the meeting or adjourned meeting at which the document is used:

- (a) the previous death or unsoundness of mind of the principal; or
- (b) the revocation of the instrument or of the authority under which the instrument was executed.

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## **11 Appointment and retirement of directors**

### **11.1 Initial directors**

The initial Directors of the Company will be the individuals named as such in the application to register the Company (**Initial Directors**).

### **11.2 Number of Directors**

The number of Directors must be not more than the maximum fixed from time to time by the Board and until fixed, not more than 12, unless otherwise unanimously agreed by the Board.

### **11.3 Election and appointment of Directors**

Election of Directors may occur either by election by the Members, or appointment by the Board.

- (a) Election by Members
  - (i) Number of Directors
    - (A) 8 Directors shall be appointed by election of the Members in accordance with this clause 11.3(a).
    - (B) The intention is that of the 8 Directors elected by the Members, one Director is to be elected to represent each state and territory of Australia.

- (C) Each Full Member may only nominate 1 candidate to be a Director, and only Full Members may nominate.
- (ii) State-based nominations
- (A) Each Member's nominee for Director is only a nominee for the state or territory in which the principal business of the nominating Member is undertaken (or for an individual Member, the state or territory in which that Member ordinarily resides).
- (B) Where a Member's core business is undertaken in more than one state or territory, or the Member's principal state or territory of business (or for an individual Member, the state or territory in which they ordinarily reside) is otherwise unclear, this will be determined by the Board in its discretion.
- (C) Provided that the condition in 11.3(a)(ii)(A) above is fulfilled, a nominee for Director may represent any state or territory, regardless of the state or territory of their residence.
- (iii) Timing and method for nominations
- (A) Nominations for Directors will occur before the AGM of the Company each year and the appointment and retirement of Directors will be announced at each AGM.
- (B) At least 40 Business Days before the notice of AGM is sent to Members, the Secretary must send a notice to Members, calling for nominations for Directors to be appointed. The notice must provide a period of no less than 10 Business Days during which the relevant Full Members may nominate candidates for election as Directors. The notice must provide a date that nominations are to reach the Secretary at the Registered Office, either by post or facsimile.
- (C) Nominations and elections of Directors will only be required for those Directors (and therefore, for those state or territories) due for retirement at the following AGM.
- (D) In order to be valid, nominations must:
- be in writing;
  - be signed by the nominee indicating their consent to nomination; and
  - contain the personal details of the candidate which are required by the Corporations Act.
- (iv) Process for election
- (A) Election of Directors by Full Members must occur by ballot.
- (B) Within 10 Business Days after the close of the period for acceptance of nominations, the Secretary must arrange for the preparation of ballot papers containing for each candidate, the personal details of the candidate which are required by the Corporations Act, as well as any biographical information the candidate wishes to include, although such information should not exceed 250 words.

- (C) Separate ballot papers should be prepared for each state and territory of Australia for which there will be an election of Directors, indicating only the nominees for Director for that state or territory, and sent to the relevant Full Member.
- (D) Ballot papers must be sent to Full Members by post, facsimile or electronic mail, at least 21 days before the AGM, unless 95% of Full Members approve a shorter period.
- (E) The ballot papers must provide a period of no less than 10 Business Days during which the relevant Full Members may vote for the named candidates for election as Directors.
- (F) A Full Member votes by indicating their choice for Director in the manner prescribed on the ballot paper and may only vote for one candidate.
- (G) A Full Member entitled to vote on the election of a Director shall be Full Member who resides in the state or territory of Australia that the proposed Director candidate is intended to represent, such that the Full Members from that state or territory shall represent a separate class entitled to vote on the resolution by ballot by simple majority.
- (H) It is the duty of the Full Member to return the completed ballot paper in the ballot envelope by mail, addressed to the Secretary at the Registered Office, by the date provided on the ballot paper.
- (I) The ballot envelope should be addressed to the Secretary, but otherwise be unmarked. Before being returned to the Secretary, the ballot envelope should be placed in a further envelope also addressed to the Secretary, but bearing the Full Member's name and address.
- (J) Upon receipt of the nomination, the Secretary must satisfy themselves that the person named on the exterior envelope is entitled to vote, and thereafter the Secretary must remove the interior ballot envelope and place it in the ballot, ensuring that the envelope is unmarked and the voter cannot be identified, placing the envelopes in an appropriately sealed container.
- (K) The ballot is to close 3 Business Days prior to the AGM and all ballot papers must be received by the Secretary at the Registered Office by that date.
- (L) The Secretary shall be responsible for retaining full and verifiable records such that the number of ballot papers distributed to Full Members can be reasonably reconciled with the number of ballot papers sent and the number of ballot papers retained.
- (M) Following the close of the ballot and prior to the AGM the Secretary must appoint 2 scrutineers (not being candidates in the election) who, together with the Secretary, are to count the votes cast. If any question arises as to a Full Member's entitlement to vote, or as to the propriety of any vote, this question will be determined by the Secretary.
- (N) If there is only one candidate for Director for a particular state or territory, that person will be appointed as the Director for that state of territory, with no ballot required.

- (O) If there are no candidates nominated for a particular state or territory, or no valid ballots received for a particular state or territory, the existing Board may appoint as a casual vacancy under clause 11.4.
  - (P) If a candidate dies or withdraws from the ballot after ballot papers have been issued to Full Members, then the ballot shall proceed and all votes for that candidate shall be disregarded.
  - (Q) If a candidate dies or withdraws from the ballot before ballot papers have been issued to Full Members, the ballot must proceed with reprinted ballot papers deleting the name of the deceased or withdrawn candidate, unless the number of remaining candidates is equal to or less than the number required to be elected, in which case the remaining candidates are to be declared elected unopposed.
- (v) Declaration of result
- (A) Following completion of counting of votes the Secretary must make a written return of the election, showing the number of votes cast for each candidate and must forward a copy of the return to the Board and to each candidate and must arrange notification of the result at the AGM.
  - (B) If more than one candidate receives the same number of votes, the Chair must decide by lot in the presence of 2 scrutineers which of the candidates is to be elected.
  - (C) The results of the election will be announced at the AGM, at which time the appointment takes effect.
- (vi) Term
- (A) A Director appointed under this clause 11.3 shall serve for a term of 2 years (unless they leave or are removed from office in accordance with this constitution) and must retire at the AGM 2 years following their appointment.
- (b) Appointment by the Board
- (i) The Board has the power to appoint Directors to fill casual vacancies.
  - (ii) A Director appointed by the Board in accordance with this clause:
    - (A) is appointed to fill a casual vacancy of a Director appointed under 11.3(a).
    - (B) must only serve for the remaining term of office of the Director they are replacing, that is, until the AGM at which that Director is due to retire; and
    - (C) should represent the same state or territory as the Director they are replacing.

#### **11.4 Additional powers of the Board to appoint Directors**

- (a) Subject to clauses 11.2, 11.5(a) and 11.5(b), the Board has the additional power, by written notice signed by all of them, to appoint up to 4 further Directors.

- (b) Any Director appointed under this clause 11.4 shall serve for a term of 12 months (unless they leave or are removed from office in accordance with this constitution), at which time they must automatically retire.
- (c) A Director appointed under this clause 11.4 may reside in any state or territory of Australia.
- (d) Only the Board has the power to appoint Directors under this clause.
- (e) Directors appointed under this clause 11.4 are eligible for re-appointment by the Board under this clause 11.4 and are eligible for election by Full Members under clause 11.3(a).

### **11.5 Eligibility of Directors**

A person seeking to be elected as a Director must:

- (a) be eligible under the Corporations Act to be a Director;
- (b) have consented in writing to be a Director; and
- (c) been nominated by at least 1 Full Member.

### **11.6 Retirement of Directors at AGM**

- (a) Subject to paragraphs (b) and (c), half of the total number of Directors (other than those Directors appointed pursuant to clause 11.4 above) must retire at each AGM of the Company and may offer themselves for re-election.
- (b) The Directors that must retire will be determined according to which Directors have held the position for the longest period. If 2 or more Directors were appointed on the same day, those Directors must draw lots to determine the order in which those Directors will be retired under this paragraph.
- (c) Notwithstanding any other provision of this constitution:
  - (i) half of the number of Initial Directors, randomly selected, must retire at the first AGM and may offer themselves for re-election; and
  - (ii) the other Initial Directors must retire at the second AGM and may offer themselves for re-election,

despite the fact that the term served by them may not be 2 years.

### **11.7 Voluntary retirement of Directors**

A Director may retire from office by leaving at the Office a notice in writing to the Company of that Director's intention to retire. A notice of resignation takes effect at the time which is the later of:

- (a) the time of leaving the notice at the Office; or
- (b) the expiration of the period, if any, specified in the notice.

## **11.8 Removal from office**

The Company may by ordinary resolution of a general meeting remove a Director from office and may by ordinary resolution appoint another person as a replacement in accordance with the procedure set out in the Corporations Act.

## **11.9 Vacation of office**

In addition to the circumstances in which the office of a Director becomes vacant by virtue of the Corporations Act or another provision of this Constitution, the office of Director becomes vacant if:

- (a) the Director becomes prohibited from being a Director by reason of an order made under the Corporations Act; or
- (b) all other Directors (aside from the Director for whom the vacation of office is proposed) unanimously resolve that, due to performance reasons, or a significant change in circumstances, that that Director should resign.

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# **12 Chairperson**

## **12.1 Appointment**

The Board may appoint a person to hold the position of Chairperson. The appointment of a Chairperson may be for the period and on the terms determined by the Board provided that:

- (a) the term of appointment of the Chairperson does not exceed a period of 2 years;
- (b) the Chairperson does not hold that position for more than 2 consecutive terms; and
- (c) the Chairperson is an existing member of the Board,

unless the Board resolves otherwise.

## **12.2 Casual Vacancy**

In the event of a casual vacancy in the position of Chairperson, the Board may elect one of their members to hold that position for the remainder of the term of the previous Chairperson, and that person may then stand for re-election.

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# **13 Directors' remuneration**

## **13.1 Directors fees**

- (a) Subject to clause 13.2, the Directors are not entitled to any fees for their services as Directors.
- (b) Each Director is entitled to reimbursement of their reasonable out-of-pocket expenses incurred in performing the duties as a Director provided such expenses are approved by the Board.

## **13.2 Payment for services**

- (a) Subject to clause 8, a Director who is called upon to perform extra services or to make a special exertion or to undertake executive or other work for the Company in

a professional or technical capacity, or otherwise beyond or outside of the Director's ordinary duties or is engaged to provide any other service, may be paid a reasonable sum by the Company for those services, exertions or work, provided the provision of that service has the prior approval of the Board and the amount payable is approved by resolution of the Board and is on reasonable commercial terms.

- (b) Any amount referred to in clause 13.2(a) may be paid either by fixed sum or as otherwise determined by the Board.
- (c) Nothing in clause 13 prevents the payment in good faith to any employee of the Company, where the terms of employment have been approved by a resolution of the Board.

### **13.3 Prior Approval by Directors**

Notwithstanding anything else in this Constitution no payment of any kind which is permitted to be paid to a Director by this Constitution can be made by the Company to a Director until that payment is approved by a majority of the Directors.

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## **14 Powers of directors**

### **14.1 General**

The business, affairs and property of the Company shall be managed by the Board, and the Board may exercise all those powers of the Company as are not, by the Corporations Act or by this Constitution, required to be exercised by the Members in general meeting or otherwise.

### **14.2 Borrowing power**

The Board may exercise all the power of the Company to borrow money and to mortgage or charge its undertaking or assets and to issue debentures, debenture stock and other securities whether outright or as a security for any debt, contract, guarantee, engagement, obligation or liability of the Company and on such terms and conditions as the Board thinks fit.

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## **15 Proceedings of the board**

### **15.1 Convening of Board meetings**

A Director may at any time, and the Secretary must upon the request of a Director, convene a meeting of the Directors.

### **15.2 Proceedings of the Board**

The Board may meet together for the dispatch of business, adjourn and otherwise regulate its meetings as it thinks fit.

### **15.3 Meetings by Technology**

- (a) If:
  - (i) the Directors confer by radio, telephone, closed circuit television or other electronic means of audio or audio-visual communications;



- (ii) all the Directors who for the time being are entitled to receive notice of a meeting of the Directors receive notice of the conference and have access to the means by which the conference is to take place (whether or not they use the access); and
- (iii) each of the Directors taking part in the conference is able to hear each of the other Directors taking part in the conference,

then all the provisions of this Constitution relating to meetings of the Board shall apply to the conference as if such conference were a meeting of the Board and as if the Directors taking part in the conference were physically present together at a meeting, and any resolution passed by such conference shall be deemed to have been passed at a meeting of the Board held on the day on which and at the time at which the conference was held.

- (b) The fact that a Director is taking part in the conference shall be made known to all the other Directors taking part, and no Director may disconnect or cease to have access to his or her means of communication or otherwise cease to take part in the conference unless they make known to all other Directors taking part that they are ceasing to take part in the conference. Until a Director makes it known that they are ceasing to take part in the conference they shall be deemed to continue to be present and to continue to form part of the quorum.

#### **15.4 Quorum at Board meetings**

- (a) At a meeting of the Board, the number of Directors whose presence is necessary to constitute a quorum is 4 or such other number determined by the Board from time to time.
- (b) If the number of Directors is reduced below the number necessary for a quorum of the Board, the continuing Director or Directors may act only to appoint additional Directors to the number necessary for a quorum or to convene a general meeting of the Company. This power of appointing additional directors is in addition to the power conferred on Members by clause 11.3.

#### **15.5 Voting at Board meetings**

Questions arising at a meeting of the Board must be decided by a majority of votes of Directors present and voting. A decision of the majority is for all purposes a decision of the Board. Each Director shall have one vote.

#### **15.6 Appointment of Chair at Board meetings**

If a Chair has not been elected, or if at any meeting the Chair is not present within 10 minutes after the time appointed for holding the meeting or is unwilling to act, the Board may choose another Director to chair the meeting.

#### **15.7 Director's contracts**

- (a) If a Director is interested in a contract or proposed contract with the Company and the financial benefit to the Director under the contract is not prohibited by the Corporations Act:
  - (i) the Director is not disqualified by holding office as Director from contracting or entering into any arrangement with the Company, whether as vendor, purchaser or otherwise;

- (ii) a contract or arrangement entered into by or on behalf of the Company in which the Director is in any way, whether directly or indirectly, interested, is not liable to be avoided; and
  - (iii) the Director is not liable to account to the Company for a profit realised from that contract or arrangement by reason of the Director holding that office.
- (b) A Director and a firm in which the Director is interested may act in a professional capacity for the Company. The Director and that firm are entitled to remuneration for professional services as if the Director was not a Director of the Company.
  - (c) Nothing in this clause authorises a Director or a firm in which the Director is interested to act as auditor of the Company.

### **15.8 Declarations of Interest**

- (a) A Director may not be counted in any quorum considering any contract or proposed contract with the Company in which they are interested nor vote in respect of any such contract or proposed contract.
- (b) In addition to the requirements of clause 15.8(a), if a Director has a material personal interest in a matter being considered by the Board, the requirements of the Corporations Act must be satisfied.

### **15.9 Alternate directors**

- (a) With the prior approval of the Board any Director may appoint:
  - (i) any person or another Director to be an alternate or substitute director in his or her place during such period as they think fit; and
  - (ii) a second person or Director to be an alternate or substitute director to replace the first appointed alternate or substitute director if they are unable or unwilling to act.
- (b) Any alternate or substitute director shall be entitled to notice of meetings of Directors, to attend and vote at such meetings and to exercise all the powers of the appointor in his or her place. An alternate or substitute director immediately vacates office if the appointor vacates or is removed from office. Any appointment or removal under this clause shall be effected by notice in writing signed by the appointor and left at the Office.
- (c) An alternate director who is also a Director in his or her own right shall be entitled to vote in his or her own capacity as Director and again for each alternate directorship held.
- (d) An alternate director of a Director who is the Chair is by that reason alone entitled to act as Chair.

### **15.10 Delegation of powers to committee**

- (a) The Board may delegate any of their powers to committees consisting of Directors or other persons as it thinks fit to act in Australia or elsewhere.
- (b) The exercise of a power by a committee in accordance with this Constitution is to be treated as the exercise of that power by the Board.

- (c) In the exercise of any powers delegated to it, a committee formed by the Board must conform to the directions of the Board.

#### **15.11 Proceedings of committees**

Except as provided in a direction of the Board, the meetings and proceedings of a committee formed by the Board is governed by the provisions of this Constitution, in so far as they are applicable, as if meetings and proceedings of the committee were meetings and proceedings of the Board.

#### **15.12 Validity of acts of the Board**

All acts done by a meeting of the Board or of a committee of Directors or other persons are valid even if it is later discovered that there is a defect in the appointment of a person to be a Director or a member of the committee or that they or any of them were disqualified or were not entitled to vote.

#### **15.13 Minutes**

- (a) The Board must cause minutes of all proceedings of general meetings, of meetings of the Board and of committees formed by the Board to be entered after the relevant meeting is held, in books kept for the purpose.
- (b) The Board must cause all minutes, except resolutions in writing treated as determinations of the Board, to be signed by the Chair of the meeting at which the proceedings took place or by the Chair of the next succeeding meeting.

#### **15.14 Resolution in writing**

A resolution in writing signed by all Directors, excluding Directors who have been given leave of absence, is to be treated as a determination of the Board passed at a meeting of the Board duly convened and held.

#### **15.15 Form of resolution in writing**

- (a) A resolution in writing may consist of several documents in like form, each signed by one or more Directors and if so signed it takes effect on the latest date on which a Director signs one of the documents.
- (b) In relation to a resolution in writing:
  - (i) a document generated by electronic means which purports to be a facsimile of a resolution of the Board is to be treated as a resolution in writing; and
  - (ii) a document bearing a facsimile of a signature is to be treated as signed.

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## **16 Secretary**

- (a) The Board may appoint one or more Secretaries and may at any time terminate the appointment or appointments. The Board may determine the terms and conditions of appointment of a Secretary, including remuneration. Any one of the Secretaries may carry out any act or deed required by this Constitution, the Corporations Act or by any other statute to be carried out by the Secretary of the Company.
- (b) The duties of the Secretary include, but are not limited to, the following:

- (i) to ensure that the necessary registers required to be kept by Corporations Act are established and properly maintained;
- (ii) to ensure that all returns required to be lodged with the Australian Securities and Investments Commission are prepared and filed within appropriate time limits;
- (iii) to organise and attend meetings of the Members and the Board, including the sending out of notices, the preparation of agenda and the compilation of minutes;
- (iv) to supervise the preparation of the Company's tax returns; and
- (v) to carry out any other administrative functions that are necessary for the running of the Company.

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## 17 Indemnity and insurance

### 17.1 Indemnity

Every person who is or has been a director of the Company or a Secretary of the Company is entitled to be indemnified out of the property of the Company against:

- (a) every liability incurred by the person in that capacity (except a liability for legal costs); and
- (b) all legal costs incurred in defending or resisting (or otherwise in connection with) proceedings, whether civil or criminal or of an administrative or investigatory nature, in which the person becomes involved because of that capacity,

unless the Company is forbidden by statute to indemnify the person against the liability or legal costs or an indemnity by the Company of the person against the liability or legal costs would, if given, be made void by statute.

### 17.2 Limitation of Liability

No Director, officer or employee of the Company shall be liable for:

- (a) the act, receipt, neglect or default of any other Director, officer or employee;
- (b) any loss or expense arising through the insufficiency of title of any property acquired by order of the Board for or on behalf of the Company;
- (c) the insufficiency or deficiency of any security in or upon which any of the moneys of the Company shall be invested;
- (d) any loss or damage arising from the bankruptcy, insolvency or tortious act of any person with whom any monies, securities or effects shall be deposited;
- (e) any loss occasioned by any error of judgment, omission, default or oversight on his part; or
- (f) any other loss damage or misfortune whatsoever unless caused through his own negligence, default, breach of duty or breach of trust.

### 17.3 Insurance

The Company may pay or agree to pay, whether directly or through an interposed entity, a premium for a contract insuring a person who is or has been a director or secretary of the Company against liability incurred by the person in that capacity, including a liability for legal costs, unless:

- (a) the Company is forbidden by statute to pay or agree to pay the premium; or
- (b) the contract would, if the Company paid the premium, be made void by statute.

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## 18 Seals and execution of documents

### 18.1 Custody of Seal

The Board may provide for a common seal of the Company and for its safe custody.

### 18.2 Execution of documents

- (a) The Company may execute a document by affixing the Seal to the document where the fixing of the Seal is witnessed by:
  - (i) 2 Directors;
  - (ii) a Director and the Secretary; or
  - (iii) a Director and some other person appointed by the Board for the purpose.
- (b) The Company may execute a document without the use of a seal if the document is signed by:
  - (i) 2 Directors;
  - (ii) a Director and the Secretary; or
  - (iii) a Director and some other person appointed by the Board for the purpose.

### 18.3 Official seals

The Company may have for use in place of the Seal outside the jurisdiction where the Seal is kept one or more official seals, to be used in accordance with procedures approved by the Board.

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## 19 Surplus assets on winding up or dissolution

Upon the winding up or dissolution of the Company, any assets remaining after satisfaction of all of the Company's debts and liabilities, will not be paid to or distributed among the Members, but will be transferred to some other organisation determined by the Board at or before the time of winding up or dissolution of the Company and, in default of any determination, by the Supreme Court of New South Wales, Australia which:

- (a) has objectives similar to the objectives of the Company;
- (b) whose constituent documents prohibit the distribution of its income and property among its Members on terms substantially to the effect of clause 8; and

- (c) which is a public benevolent institution for the purposes of any Commonwealth taxation law.
- 

## 20 Accounts, audit and records

### 20.1 Accounts

The Board must cause proper accounting and other records to be kept in accordance with the Corporations Act. The Board must distribute copies of every profit and loss account and balance sheet (including every document required by law to be attached thereto) as required by the Corporations Act.

### 20.2 Audit

A registered company auditor of the Company must be appointed. The remuneration of the auditor must be fixed and the auditor's duties regulated in accordance with the Corporations Act.

### 20.3 Rights of Inspection

Subject to the Corporations Act, the Board may determine whether and to what extent, and at what times and places and under what conditions, the accounting records and other documents of the Company or any of them are open to the inspection of Members (other than Directors) and a Member (other than a Director) does not have the right to inspect any document of the Company except as provided by law or authorised by the Board or the Company in general meeting.

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## 21 Gift fund

### 21.1 Gift Fund of the Company

The Company must maintain for the carrying out of the Objects and Authorised Activities a gift fund (**Gift Fund**):

- (a) to which gifts of money or property 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.

### 21.2 Receipts for donations to the Gift Fund

Any receipt given by the Company for a gift made to the Gift Fund must be issued in the name of the Company and include the Australian Business Number of the Company.

### 21.3 Limits on the use of the Gift Fund

The Company must use the following only for the Objects and Authorised Activities of the Company:

- (a) gifts made to the Gift Fund; and
- (b) any money received because of those gifts.

#### **21.4 Bank account**

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

#### **21.5 Winding up**

For the avoidance of doubt, in the event of the winding up of the Company, or the Company ceasing to be endorsed as a deductible gift recipient under Division 30 of the Tax Act, any surplus assets of the Gift Fund after payment of the liabilities of the Company must be transferred to an organisation in Australia that is a public benevolent institution under any Commonwealth taxation Act as the Board decides.

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## **22 Inadvertent omission**

If some formality required by this Constitution is inadvertently omitted or is not carried out the omission does not invalidate any resolution, act, matter or thing which but for the omission would have been valid unless it is proved to the satisfaction of the Board that the omission is contrary to the interests of the Company as a whole, oppressive to, unfairly prejudicial to, or unfairly discriminatory against, a Member or Members. The decision of the Board is final and binding on all Members.

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## **23 Rules**

### **23.1 Power to formulate rules of the Company**

Without limiting the Board's powers under this Constitution, the Board may from time to time pass resolutions to make regulations and rules relating to;

- (a) the qualifications of Members and applicants for membership;
- (b) the procedure and timing of an application for admission;
- (c) procedure for nomination of Directors;
- (d) the delegation by the Board of its powers to committees;
- (e) the powers, role and function of any committee members, executive or Directors;
- (f) any other matter not being inconsistent with this Constitution which relates to the operations or conduct of the Company.

### **23.2 Inconsistency**

In the event of any inconsistency between rules or regulations formulated pursuant to clause 23.1 and the provisions of this Constitution, the latter shall prevail.

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## **24 Notices**

### **24.1 Persons authorised to give notices**

- (a) A notice by either the Company or a Member in connection with this Constitution may be given on behalf of the Company or Member by a solicitor, Director or company secretary of the Company or Member.

- (b) The signature of a person on a notice given by the Company may be written, printed or stamped.

## **24.2 Method of giving notices**

In addition to the method for giving notices permitted by statute, a notice by the Company or a Member in connection with this Constitution may be given to the addressee by:

- (a) delivering it to a street address of the addressee; or
- (b) sending it by prepaid ordinary post (airmail if outside Australia) to a street or postal address of the addressee; or
- (c) sending it by facsimile or email to the facsimile number or e-mail address of the addressee.

## **24.3 Addresses for giving notices to Members**

- (a) The street address or postal address of a Member is the street or postal address of the Member shown in the Register.
- (b) The facsimile number or email address of a Member is the number which the Member may specify by written notice to the Company as the facsimile number or email address to which notices may be sent to the Member.

## **24.4 Address for giving notices to the Company**

- (a) The street and postal address of the Company is the Office.
- (b) The facsimile number or email address of the Company is the number which the Company may specify for the time being by written notice to the Members as the facsimile number or email address to which notices may be sent to the Company.

## **24.5 Time notice of meeting is given**

A notice of meeting given in accordance with this Constitution is to be taken as given, served and received:

- (a) if delivered in writing to the street address of the addressee, at the time of delivery; or
- (b) if it is sent by post to the street or postal address of the addressee, on the business day after posting; or
- (c) if sent by facsimile or email to the facsimile number or email address of the addressee, at the time transmission is completed.

## **24.6 Time other notices are given**

A notice given in accordance with this Constitution is to be taken as given, served and received:

- (a) if delivered in writing to the street address of the addressee, at the time of delivery; or
- (b) if it is sent by post to the street or postal address of the addressee, on the second (fifth if outside Australia) business day after posting; or



- (c) if sent by facsimile or email to the facsimile number or email address of the addressee, at the time transmission is completed.

#### **24.7 Proof of giving notices**

The sending of a notice by facsimile or email and the time of completion of transmission may be proved conclusively by production of;

- (a) a transmission report by the facsimile machine from which the notice was transmitted which indicates that a facsimile of the notice was sent in its entirety to the facsimile number of the addressee; or
- (b) a print out of a sent version of the email.

#### **24.8 Persons entitled to notice of meeting**

Notice of every general meeting must be given by a method authorised by this Constitution to:

- (a) every Member entitled to such notice;
- (b) every Director;
- (c) the auditor for the time being of the Company, (if any).

No other person is entitled to receive notices of general meetings.

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## **25 Replaceable rules and exercise of powers**

### **25.1 Replaceable rules**

Each of the provisions of the Corporations Act which would but for this clause apply to the Company as a replaceable rule within the meaning of the Corporations Act are displaced and do not apply to the Company.

### **25.2 Exercise of powers**

Except as specifically contemplated to the contrary in this Constitution, the Company may, in any manner permitted by the Corporations Act:

- (a) exercise any power;
- (b) take any action; or
- (c) engage in any conduct or procedure,

which under the Corporations Act a company limited by guarantee may exercise, take or engage in if authorised by its Constitution.

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## Schedule 1 — Dictionary

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### 1 Dictionary

In this Constitution:

**Associated Individual Member** has the meaning given in clause 5.1(d) and **Associated Individual Membership** means membership of this class.

**Associated Corporate Member (for profit)** has the meaning given in clause 5.1(b) and **Associated Corporate Membership** means membership of this class.

**Associated Corporate Member (not for profit)** has the meaning given in clause 5.1(c) and **Associated Corporate Membership** means membership of this class.

**Authorised Activities** means the activities set out in Clause 3.

**Board** means the board of Directors of the Company.

**Business Day** means a day on which banks are open for business excluding Saturdays, Sundays and public holidays in Sydney, New South Wales.

**Chair or Chairperson** (as appropriate) means:

- (a) in respect of a general meeting of Member, the person duly appointed as the chairperson of that meeting in accordance with clause 9.5; and
- (b) in respect of the Board, means the person duly appointed as the Chairperson of the Board in accordance with clause 12.

**Company** means National LGBTI Health Alliance.

**Corporations Act** means *Corporations Act 2001* (Cth).

**Corporations Regulations** means *Corporations Regulations 2001* (Cth).

**Director** means a person appointed for the time being to perform the duties of a director of the Company, whilst ever the person is holding the office of director.

**LGBTI** means lesbian, gay, bisexual, transgender, intersex and other sexuality, sex and/or gender diverse people, regardless of their term of self-identification.

**Full Member** has the meaning given in clause 5.1(a).

**Member** means a person whose name is entered from time to time in the Register as a member of the Company.

**Objects** has the meaning given in clause 3.1.

**Office** means the registered office of the Company from time to time.

**Register** means the register of Members kept by the Company in accordance with the Corporations Act.

**Seal** means, if the Company has one, the common seal of the Company.

**Secretary** means a person appointed for the time being to perform the duties of a secretary of the Company.

**Tax Act** means the *Income Tax Assessment Act 1997* (Cth) (as amended from time to time).

**Termination Event** means the death or bankruptcy of the Member concerned or the Member becoming of unsound mind or becoming a person whose property is liable to be dealt with under a law about mental health.

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## 2 Interpretation

In this Constitution the following rules of interpretation apply unless the contrary intention appears:

- (a) headings are for convenience only and do not affect the interpretation of this Constitution;
- (b) the singular includes the plural and vice versa;
- (c) words that are gender neutral or gender specific include each gender;
- (d) where a word or phrase is given a particular meaning, other parts of speech and grammatical forms of that word or phrase have corresponding meanings;
- (e) the words 'such as', 'including', 'particularly' and similar expressions are not used as, nor are intended to be, interpreted as words of limitation;
- (f) a reference to:
  - (i) a person includes a natural person, partnership, joint venture, government agency, association, corporation or other body corporate;
  - (ii) a thing (including, but not limited to, a chose in action or other right) includes a part of that thing;
  - (iii) a party includes its successors and permitted assigns;
  - (iv) a document includes all amendments or supplements to that document;
  - (v) a clause, term, party, schedule or attachment is a reference to a clause or term of, or party, schedule or attachment to this Constitution;
  - (vi) this Constitution means this Constitution as amended from time to time and includes all schedules and attachments to it;
  - (vii) a law includes a Constitutional provision, treaty, decree, convention, statute, regulation, ordinance, by-law, judgment, rule of common law or equity and is a reference to that law as amended, consolidated or replaced;
  - (viii) an agreement other than this Constitution includes an undertaking, or legally enforceable arrangement or understanding, whether or not in writing; and
  - (ix) a monetary amount is in Australian dollars;
- (g) an agreement on the part of two or more persons binds them jointly and severally];

- (h) when the day on which something must be done is not a Business Day, that thing must be done on the following Business Day;
- (i) in determining the time of day, where relevant to this Constitution, the relevant time of day is:
  - (i) for the purposes of giving or receiving notices, the time of day where a party receiving a notice is located; or
  - (ii) for any other purpose under this Constitution, the time of day in the place where the party required to perform an obligation is located; and
- (j) no rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of this Constitution or any part of it.

## Schedule 2 — Limits of liability

In the event of a winding up in accordance with clauses 2.2 and 19 of this Constitution, each class of Member set out in the left hand column of the following table shall not be liable to contribute to the assets of the Company more than the amount specified in the corresponding right hand column of the table.

| Class of Member                               | Limit of liability |
|---|--------------------|
| Full Member                                   |                    |
| Annual income less than \$5,000               | \$25               |
| Annual income \$5,000 - \$49,999              | \$60               |
| Annual income \$50,000 - \$149,000            | \$120              |
| Annual income \$150,000 - \$299,999           | \$200              |
| Annual income \$300,000 - \$499,999           | \$300              |
| Annual income \$500,000 - \$999,999           | \$500              |
| Annual income \$1,000,000 - \$1,999,999       | \$700              |
| Annual income \$2,000,000 - \$4,999,999       | \$1,000            |
| Annual income over \$5,000,000                | \$1,500            |
| Associated Corporate Members (for profit)     | \$500              |
| Associated Corporate Members (not for profit) | \$200              |
| Associated Individual Members                 | \$25               |