



Australian Institute of
Landscape Architects

Constitution

of the

Australian Institute of Landscape Architects Ltd.

A company limited by guarantee

ABN 84 008 531 851

Enacted 22 July 2016_version one

Amended 24 May 2019_version two

The Australian Institute of Landscape Architect's Acknowledgement of Country

We acknowledge and respect Aboriginal and Torres Strait Islander Peoples of Australia, as the traditional custodians of our lands, waters and seas.

We recognise their ability to care for Country and their deep spiritual connection with Country.

We honour Elders past and present whose knowledge and wisdom ensure the continuation of Aboriginal and Torres Strait Islander cultures.

TABLE OF CONTENTS

1.	PRINCIPAL PURPOSE	5
2.	DEFINITIONS	5
3.	INTERPRETATION	10
4.	APPLICATION OF CORPORATIONS ACT.....	11
5.	ENFORCEMENT	12
6.	OBJECTS AND POWERS	12
6.1	Objects and Powers of the Company.....	12
7.	INCOME AND PROPERTY	15
7.1	Application of Income and Property	15
8.	LIABILITY OF MEMBERS.....	16
8.1	Extent of Liability Guarantee	16
9.	MEMBERSHIP	17
9.1	Membership Categories and Qualifications.....	17
9.2	Full Member category and eligibility	17
9.3	Rights and privileges of Full Members	18
9.4	Application for Full Membership	18
9.5	Other Members category and eligibility	19
9.6	Application for Other Membership.....	19
9.7	New membership categories	20
9.8	Application and Acceptance of Members	20
9.9	Register of Members	21
9.10	No Transfers	22
10.	CESSATION OF MEMBERSHIP	22
10.1	Expiry and Renewal of Membership.....	22
10.2	Resignation of a Member	22
10.3	Disciplining of a Member	23
10.4	Other Cessation Events	24
10.5	Effect of Cessation	25
11.	FEEES AND OTHER PAYMENTS.....	25
11.1	Setting of Fees.....	25
11.2	Notice of Fees	26
11.3	Payment of Fees	26
11.4	Interest Payable	26
11.5	Company Payments	27
12.	PROCEEDINGS OF GENERAL MEETINGS.....	27
12.1	Calling General Meetings	27
12.2	Notice of General Meetings.....	28
12.3	Business of General Meetings.....	29
12.4	Quorum of General Meetings.....	31
12.5	Chair of General Meetings	31
12.6	Conduct of General Meetings	32
12.7	Rights and Privileges of Other Members	33
12.8	Attendance at General Meetings	32
12.9	Voting at General Meetings.....	33

12.10	Restrictions on Voting Rights	34
12.11	Polls.....	35
12.12	Proxies	35
12.13	Receipt of Appointments of Proxy or Attorney	37
12.14	Multiple Appointments of Proxy or Attorney	36
12.15	Voting by Proxy or Attorney	38
12.16	Adjournments of a General Meeting	37
12.17	Cancellations and Postponements of a General Meeting	38
12.18	Resolutions Determined Without General Meetings	39
13.	DIRECTORS.....	39
13.1	General	39
13.2	Appointment and Procedure for Election of Directors	40
13.3	Board May Appoint a Director to Fill a Casual Vacancy.....	41
13.4	Tenure of Directors	42
13.5	Termination of Office.....	42
13.6	Interests of Directors.....	43
14.	BOARD	44
14.1	Composition and Role of Board	44
15.	POWERS OF THE BOARD	45
15.1	General Powers of the Board.....	45
15.2	Execution of Documents.....	46
15.3	Delegation of Authority of the Board	47
15.4	Attorney or Agent	47
16.	PROCEEDINGS OF DIRECTORS.....	47
16.1	Written Resolutions of Directors	47
16.2	Board Meetings.....	48
16.3	Chair of the Board	50
16.4	Board Resolutions.....	50
16.5	Valid Proceedings	51
17.	OFFICE BEARERS OF THE BOARD	51
17.1	Chair	51
17.2	Vice-Chair.....	52
18.	CEO.....	52
18.1	Chief Executive Officer	52
19.	COMPANY SECRETARY.....	53
19.1	Secretary	53
20.	COMMITTEES OF THE BOARD	54
20.1	Committees.....	54
21.	THE CHAPTERS	54
21.1	Chapter Formulation	54
21.2	Chapter Functions.....	54
21.3	Chapter Committees.....	54
21.4	Administration	55
22.	MINUTES	56

22.1	Minutes.....	56
23.	INDEMNITY AND INSURANCE	56
23.1	Indemnity and insurance	56
24.	AMENDMENT OF CONSTITUTION	57
24.1	Amendment of Constitution.....	57
25.	DISPUTE AND GRIEVANCE RESOLUTION	57
25.1	Dispute and Grievance Resolution Procedure and Appeal	57
26.	COMMUNICATION WITH THE BOARD.....	58
26.1	Member Communication with the Board	58
27.	NOTICES.....	59
27.1	Notices to Members.....	59
27.2	Notice to Directors	59
27.3	Notice to the Company.....	59
27.4	Time of Service	60
27.5	Notice Requirements.....	60
28.	ACCOUNTS	60
28.1	Financial and Accounting Records and Inspection of Records.....	60
29.	WINDING UP	61
29.1	Winding Up	61

PRELIMINARY

1. PRINCIPAL PURPOSE

The Australian Institute of Landscape Architects Ltd. (AILA) is a company limited by guarantee formed for the benefit of the public by the promotion of the stated Objects of the Company and through the coordination and sponsorship of events, ventures and endeavours, including in the special education sector in Australia in order to achieve the stated Objects of the AILA.

2. DEFINITIONS

In this Constitution:

- (a) **"the Act"** or **"the Corporations Act"** means the Corporations Act 2001 (Cth) and the other Acts and instruments referred to in that Act and as enacted and amended by the Commonwealth of Australia and the States and Territories of Australia from time to time as it applies to the Company for the time being;
- (b) **"AGM"** means the Annual General Meeting of the Company as required by the Corporations Act.
- (c) **"ASIC"** means the Australian Securities and Investment Commission.
- (d) **"attendee"** means a person or persons permitted, at the discretion of the Board, to attend any part of the Company's Board meetings but with no status as a Director under the meaning of such in this Constitution or the Act.
- (e) **"Attorney"** is a person who exercises power under the terms of a power of attorney.
- (f) **"Auditor"** means a person appointed for the purpose of and as required to audit the **company's** accounts pursuant to the Act
- (g) **"Board"** means the governing body of Directors of the Company in office for the time being however described or any number of Directors assembled at a meeting of the Board transacting business in accordance with this *Constitution*, being not less than a quorum, and as set out in Article 16.2(j) of this Constitution and who may, for the internal purposes of the Company, be cited (collectively) as the **"Directors"** who shall be construed as referencing the Board unless the context requires otherwise.
- (h) **"Business Day"** means a day except a Saturday, Sunday or public holiday in the state or territory in which the Company is taken to be registered for the purposes of the Corporations Act.
- (i) **"Chair"** means any person appointed to the office of Chair of the Company in accordance with Article 17.1 and who is to preside as Chair at each General Meeting and Board meeting of the Company pursuant to the

authorities, powers and functions described in this Constitution and any policies, protocols, practices or processes determined by the Board from time to time that give effect to the authorities, powers and functions described in this Constitution. The Chair of the Board when representing the Company in certain external meetings, forums and public contexts, may be known, and referred to as the "**President**" of the Company.

- (j) "**Chief Executive Officer**" of the Company means any person so appointed by, and responsible to the Board as the principal corporate executive to act within written Board-delegated authorities for the overall day-to-day operations of the Company; and who may for the internal purposes of the Company be cited as the "**CEO**" or any other title the Board may so determine from time to time; or as otherwise expressed pursuant to Article 18.1.
- (k) "**Committee**" means a committee constituted by and accountable to the Board pursuant to Article 20 and being a governance advisory body for the purpose of assisting and advising the Board in areas fundamental to the Company's Objects and otherwise providing the Board with recommendations relevant to select *governance* matters of the Company and consisting of one or more Directors and/or other persons as the Directors from time to time think fit;
- (l) "**Company**" means The Australian Institute of Landscape Architects Ltd.,
- (m) "**Constitution**" means this registered *Constitution* of the Company (and includes its schedules and annexures, if any), as amended from time to time;
- (n) "**Corporations Regulations**" means the *Corporations Regulations 2001* (Cth);
- (o) "**Director**" means an eligible person who is duly appointed by the Board, or elected by the members pursuant to Article 13.1(d) and 13.2, and who may for the internal purposes of the Company be cited (individually) as a "**Member of the Board**" or a "**Board Member**". For the avoidance of doubt a reference to a Director includes an Office Bearer, unless otherwise expressly stated.
- (p) "**electronic means**" means, in relation to the methods of giving or sending certain notices, documents produced, etc., the same as that in the Corporations Act s.600G as if s.600G applied to notices in this Constitution and includes telephone, fax, electronic mail and other forms of electronic transmission or technology consented to by the Directors.
- (q) "**Fee**" means a fee or levy referred to in Article 11.1
- (r) "**Financial Year**" means the 12-month period commencing on 1 July and ending on 30 June in any year or such other period as the Board may determine from time to time.

- (s) "**Full Member**" means any person who meets the eligibility criteria for membership pursuant to Article 9.2 and who has applied for membership, been determined by the Board to have met the criteria for membership of that category, been accepted in accordance with Article 9.8, and paid all fees then due and payable pursuant to Article 11.
- (t) "**General Meeting**" means any meeting of Members (including the AGM) duly called and held (and any adjourned holding of it) in accordance with this Constitution or as otherwise prescribed by the Act at which all Members are entitled to attend and participate in accordance with this Constitution.
- (u) "**Governance Policies**" means a Board established document pursuant to Article 15.1(e) that contains the Company's internal control framework of Board-determined governing policies, that give effect to the powers delegated to the Board pursuant to this Constitution that guide how everyone in the Company is expected to act and behave and articulates who is responsible for what, who they are accountable to and the authorities and constraints each person must work within and as such, implies a range of *values* that will apply to the Company.
- (v) "**leave of absence**" means long service leave, extended leave, recreation leave, annual leave, sick leave or any other form of leave of absence from service.
- (w) "**Legal Costs**" of a person means legal costs incurred by that person in defending or resisting any proceedings (whether criminal, civil, administrative or judicial), appearing before or responding to actions taken by any court, tribunal, government authority or agency, other body or commission, a liquidator, an administrator, a trustee in bankruptcy or other authorised official, where that *proceeding*, appearance or response relates to a Liability of that person.
- (x) "**Liability**" of a person means any liability (except a liability for Legal Costs) incurred by that person in or arising out of the discharge of duties as an Officer of the Company or in or arising out of the conduct of the business of the Company, including as result of appointment or nomination by the Company or a subsidiary as a trustee or as a Director, Officer or employee of another body corporate.
- (y) "**Lot**" means the use of a lottery, such as drawing names from a hat, to make a determination or ruling on behalf of the Company relating to the election of Directors at the introduction of rotating terms.
- (z) "**Member**" means any person who:
 - (i) meets the criteria for membership set out in Article 9.2; and
 - (ii) who has applied for membership and been determined by the Board to have met the criteria for membership of that category in accordance with Article 9.8 and

- (iii) whose name is entered in the Register as a Member of the Company;
and
 - (iv) whose fees have been paid in full.
- (aa) **“National Office”** means the current address of the Company’s registered office as notified to the Registrar General under the Act being the primary location where the Company’s business is performed and where the Company’s books and records are kept and has the same meaning as **“registered office”** or **“principle place of administration”** or **“principal place of business”**.
 - (bb) **“Notice”** means a notice given pursuant to, or for the purposes of, this Constitution or the Corporations Act.
 - (cc) **“Objects”** of the Company means the Objects set out in Article 6.1(a) that define the purpose of the Company;
 - (dd) **“Office Bearers”** means Directors who hold a Board appointed or delegated position (with corresponding delegated authority), pursuant to Article 17, in addition to their Director roles on the Board. **“Office Bearer”** means one of those persons.
 - (ee) **“Officer”** has the meaning of given in section 9 of the Corporations Act.
 - (ff) **“organisation”** means a body corporate including without limitation any incorporated entity with the legal capacity and powers of a person or any government-controlled non-corporate entity that is legally and financially connected to, or part of a Commonwealth, State or Territory government ‘body politic’.
 - (gg) **“Other Member”** means any person who meets the eligibility criteria for membership pursuant to Article 9.5 and who has applied for membership and been determined by the Board to have met the criteria for membership of that category, and been accepted in accordance with Article 9.8
 - (hh) **“Personal Representative”** means the legal personal representative, executor or administrator of the estate of a deceased person.
 - (ii) **“policy”** or **“policies”** means any rules, regulations, procedures, protocols or processes prescribing matters required or permitted by this Constitution to be prescribed or necessary or convenient to be prescribed with respect to any matter relating to the general courses of action that the Board deem necessary for the effective and prudent internal control, administration and management of the Company and its affairs, interests and property and to competently regulate the business of the Company as created and amended from time to time by the Board. The policies will regulate the actions and behaviours of Company Members, Directors and officers in their role within, and representation of the Company and will define how everyone in the Company (Board, Directors, committees, officers,

management, staff, volunteers, etc) is expected to exercise their delegated powers, the performance of their assigned role and the discharge their obligatory duties and which may for the internal purposes of the Company be cited as the “**governing policy**” or “**governing policies**” or any other title the Board may so prescribe from time to time.

- (jj) “**poll**” is a form of casting votes by secret ballot in writing which includes votes cast on behalf of absent Full Members who have appointed proxies or Attorneys.
- (kk) “**Public Statement**” and “**Statement**” means statements, whether verbal, written, in electronic form or any other form whatsoever that could or would be seen, heard or by any other means communicated to a person not a Member of the Company.
- (ll) “**Register**” means the Register of Members required to be kept pursuant to the Corporations Act 2001 (Cth) s169 and may contain additional information related to the membership as the Board shall determine from time to time.
- (mm) “**Registered Office**” means the primary location and principal place of administration and where the Company’s business is performed and where the Company’s books and records are kept. It is also referred to in this constitution as ‘**National Office**’;
- (nn) “**ordinary resolution**” means a resolution which requires 50% or more of the total eligible votes cast on the resolution (i.e. those votes cast by persons eligible to vote who are present at the meeting in person or by proxy or attorney as the Constitution allows) to be in favour of the resolution;
- (oo) “**Seal**” means the common seal of the Company (if applicable) and includes any official seal of the Company (noting that the Act allows the Company to “*make contracts and execute documents without using a seal*” in which case the Company must act in accordance with provisions in s.126 and s.127 of the Corporations Act (2001) [Cth]);
- (pp) “**Secretary**” means any person appointed in accordance with the Act and pursuant to Article 19 to the statutory office of Company Secretary to perform the specific duties set out on the Act and this Constitution of a Company Secretary and includes an Assistant Secretary or any person appointed to act as the Secretary or Assistant Secretary temporarily;
- (qq) “**Special Resolution**” means a resolution which requires at least **75%** of the total eligible votes cast on the resolution (i.e. those votes cast by persons eligible to vote who are present at the meeting in person or by proxy or by attorney as the Constitution allows) to be in favour of the resolution,;

- (rr) **“Strategic Direction”** means and is restricted to, matters encapsulating the purpose and aspirations of the enterprise and pertaining to the outcomes and resultant priorities the Company is to accomplish as determined by the Board from time to time but excludes, without limitation, operational plans, policies and decisions.
- (ss) **“Vice-Chair”** means any person appointed to the office of Vice-Chair of the Company in accordance with Article 17.2 pursuant to the authorities, powers and functions described in this Constitution and any policies, protocols, practices or processes determined by the Board from time to time that give effect to the authorities, powers and functions described in this Constitution and who is to chair at any General and Board meeting of the Company in the absence or unwillingness of the Chair. The Vice-Chair of the Board when representing the Company in certain external meetings, forums and public contexts, will be known, and referred to as the "Vice-President" of the Company.

3. INTERPRETATION

Headings are for convenience only and do not affect interpretation. Reference to an *Article* in this Constitution, refers to a section, phrase, paragraph, or segment that relates to a particular point.

Unless the context indicates a contrary intention, in this Constitution:

- (a) (singular includes plural) a word importing the singular includes the plural (and vice versa);
- (b) (gender) a word indicating a gender includes every other gender;
- (c) (corresponding meaning) if a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning;
- (d) (meaning not limited) a reference to the words "include", "including", "for example" or "such as", when introducing an example, does not limit the meaning of the words to which the example relates to that example or examples of a similar kind;
- (e) (writing) "in writing" and "written" includes printing, typing and other modes of reproducing words in a visible form including, without limitation, any representation of words in a physical document or in an electronic communication or form or otherwise;
- (f) (signed) where, by a provision of this Constitution, a document including a notice is required to be signed, that requirement may be satisfied or authenticated by any other manner permitted by the Corporations Act or any other law and in relation to an electronic communication of the document in any manner permitted by law or by any State or Commonwealth law relating

to electronic transmissions or in any other manner approved by the Directors;

- (g) (currency) a reference to “\$” or “dollars” is a reference to Australian currency;
- (h) (amendments and statutes) all references to statutory provisions includes its delegated legislation and are construed as references to any statutory modification, consolidation, amendment, replacement or re-enactment for the time being in force;
- (i) (persons) words importing persons includes a reference to a person (and any executor, administrator or successor in law of that person)
- (j) (function) a reference to a function includes a reference to a power, authority or duty;
- (k) (exercise of a function) a reference to the exercise of a function includes, where the function is a duty, a reference to the performance of the duty;
- (l) (regulations) a reference to a statute, ordinance, legislation, code or other law includes regulations and instruments made under it and consolidations, amendments, re-enactments or replacements of any of them (whether of the same or any other legislative authority having jurisdiction)
- (m) (from time to time) a power, an authority or a discretion reposed in a Director, the Directors, the Company in general meeting or a Member of the Company may be exercised at any time and from time to time;
- (n) (sending) references to the sending of a document includes the sending of that document via electronic means, including, but not limited to, electronic mail;
- (o) (word) if a word is defined, another part of speech has a corresponding meaning;
- (p) (example) if an example is given of anything (including a right, obligation or concept), such as by saying it includes something else, the example does not limit the scope of that thing;
- (q) (power) a power to do something includes a power, exercisable in the like circumstances, to revoke it or undo it and a reference to a power is also a reference to authority or discretion.

4. APPLICATION OF CORPORATIONS ACT

- (a) Unless the context indicates a contrary intention and except for the definitions and interpretations in the preceding Article, in this Constitution:
 - (i) a reference to the Corporations Act is to the Corporations Act in force in relation to the Company after taking into account any waiver,

modification or exemption which is in force either generally or in relation to the Company; and

- (b) a word, expression or phrase given a meaning in the Corporations Act has the same meaning in this Constitution where it relates to the same matters as the matters for which it is defined in the Corporations Act, unless that word or phrase is otherwise defined or interpreted in this Constitution.
- (c) The replaceable rules in the Corporations Act do not apply.

5. ENFORCEMENT

- (a) Any difference of opinion arising with regard to the interpretation of any part of this Constitution shall be first submitted to the Board, whose decision shall be final.
- (b) Each Member submits to the non-exclusive jurisdiction of the courts of Australia and the courts competent to determine appeals from those courts with respect to any proceedings that may be brought at any time relating to the interpretation of any part of this Constitution.
- (c) If at any time any provision of this Constitution is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, then that does not affect or impair:
 - (i) the legality, validity or enforceability in that jurisdiction of any other provision of this Constitution; or
 - (ii) the legality, validity or enforceability under the law of any other jurisdiction of that or any other provision of this Constitution.

6. OBJECTS AND POWERS

6.1 Objects and Powers of the Company

- (a) Objects of the Company
 - (i) Facilitate the exchange of knowledge and information influencing the practice of the profession;
 - (ii) Represent the professional views of its members;
 - (iii) Influence government policy and legislation in the interests of its members and the profession;
 - (iv) Promote and co-ordinate public and stakeholder confidence in the profession;
 - (v) Establish and maintain high professional standards for its members;

- (vi) Provide for, review and/or otherwise help facilitate appropriate educational courses and activities;
 - (vii) Deliver accountability and good corporate governance of the Institute; and
 - (viii) Otherwise advance the professional interests of Members.
- (b) Powers of the Company

The **powers** of the Company are:

In addition to the **powers** conferred on the Company by the Act or Regulations, this Constitution and consistent with the assigned authorities in Article 15.1, the Company has all such powers as are necessary or convenient to carry out its Objects and, in particular, shall have the following powers solely for and consistent with the purpose of carrying out the aforesaid Objects and Article 7.1(a), and not otherwise to:

- (i) **Employ, appoint and/or engage** and at its discretion **remove, dismiss or suspend** any employees, officers, staff, servants, agents, contractors, tradespersons and/or professional **persons**;
- (ii) Determine **wages, salaries and gratuities** of officers, employees and other appointed contractors, agents, service providers where appropriate;
- (iii) Establish and support, or aid in the establishment and support of services, institutions, funds, trusts, schemes and conveniences calculated to benefit employees or past employees of the Company and their dependants, and the granting of pensions, allowances or other **benefits to employees or past employees of the Company** and their dependants, and the making of payments towards insurance or superannuation in relation to any of those purposes;
- (iv) Print and publish by any technological means newsletters, periodicals, books, leaflets or other **documents**;
- (v) Receive or make **gifts, grants, devises, bequests, subscriptions or donations** from or to any person, fund, authority, organisation or institution and accept any gift whether subject to special trust or not and to act as trustee of money or other property vested in the Company on trust;
- (vi) Take any measures from time to time as the Company may deem expedient or appropriate for the purpose of facilitating **the raising of revenue and the procuring of contributions to the funds of the Company**, whether through charity fundraising or other events or by way of donations, subscriptions, grants or otherwise;

- (vii) Draw, make, accept, endorse, discount and issue cheques, draft bills of exchange, promissory notes and other **negotiable instruments**;
- (viii) Borrow or raise **money** and other funds in such manner and on such terms as the Company may think fit;
- (ix) Secure the repayment of money raised or borrowed or the payment of a **debt or liability of the Company** by giving mortgages, charges or securities upon or over all or any of the real or personal property of the Company;
- (x) **Invest** in authorised trustee investments of any monies of the Company not immediately required for any of its Objects or purposes in any manner in which trustees are authorised by law to administer money held on trust;
- (xi) Enter into **contracts**;
- (xii) Establish and support or aid in the establishment or support of, any **other service** formed for any of the Objects, consistent with any of the aforesaid Objects of the Company within Australia or overseas; This is to include but not be limited to:
 - Education and CPD
 - Events, Awards and Exhibitions
 - Advocacy and Profile
- (xiii) Establish, maintain and manage any **building or works** and arrange for the construction maintenance and alteration of buildings or works and expend money and do any other thing necessary, convenient or advisable in relation to any building or works to achieve the Objects of the Company;
- (xiv) Purchase, take on lease or in exchange and the hiring or otherwise acquiring of any **real or personal property** that may be deemed necessary or convenient to achieve the Objects of the Company;
- (xv) Buy, sell and supply of and deal in, **goods or services** of any kind to achieve the Objects of the Company;
- (xvi) **Co-operate** with any person or organisation on matters relating to the Objects of the Company;
- (xvii) Form a solely owned **incorporated entity** or participate in the formation of an incorporated entity with any other persons or bodies whose Objects are similar to those of the Company;
- (xviii) Subscribe to, become a Member of, form or participate in the formation of or enter into a **partnership or joint venture** with or co-operate with or amalgamate with any other persons or bodies whose Objects are similar to those of the Company;

In relation to (xvii) and (xviii), *provided* that the Company shall not subscribe to or participate or support with its funds or amalgamate with any corporate entity which allows the distribution of its income and property among its individual Members as provided for this Company in Article 6 of this *Constitution*;

- (xix) **do any other lawful act** as may be necessary, incidental or conducive to the achievement or attainment of the aforesaid Objects of the Company and consistent with Article 7.1(a), other than anything which is inconsistent with its not-for-profit status.

7. INCOME AND PROPERTY

7.1 Application of Income and Property

- (a) Subject to Articles 7.1(b) and 7.1(c) the Company must apply the profits (if any) or other income and property of the Company solely towards the promotion of the Objects of the Company) and no portion of it may be paid or transferred, directly or indirectly, to any Member whether by way of dividend, bonus or otherwise.
- (b) Nothing in Article 7.1(a) prevents **the Company making any payment to any Member** in good faith of:
- (i) reasonable and proper remuneration for any services actually rendered or goods supplied to the Company in the ordinary and usual course of business of the Company;
 - (ii) the payment or reimbursement of out-of-pocket expenses incurred on behalf of the Company where the amount payable does not exceed an amount previously approved by the Board;
 - (iii) reasonable and proper rent or fees for premises leased or licensed by any Member to the Company;
 - (iv) money to any Member, being a person engaged in any business, trade or profession, for all usual professional or other charges for work done by that person or that person's firm or employer, where the provision of the service has the prior approval of the Board and the amount payable is approved by the Board and is not more than an amount which commercially would be reasonable payment for the service;
 - (v) interest at a rate not exceeding a rate approved by the Board on money borrowed by the Company from the Member.
- (c) The Company must not pay fees to or on behalf of Directors except that **the Company may make payments to a Director** in good faith for:
- (i) the payment or reimbursement of **out-of-pocket expenses** reasonably incurred by a Director in the performance of any duty as

- a Director of the Company where that payment or reimbursement has been approved by the Board;
- (ii) the payment of a reasonable and proper amount in compensation for **services actually rendered** by a Director in travelling to or attending Board meetings and other events for or on behalf of the Company, where the payment has been approved by the Board;
 - (iii) the payment of a reasonable and proper amount in **remuneration** for attending upon the functions and duties of a Director or Office Bearer on reasonable commercial terms commensurate with similar entities and which remuneration has been approved by the Board and does not exceed the total amount, if any, approved by the Members in General Meeting as the remuneration payable to all Directors and Office Bearers for undertaking such functions and duties;
 - (iv) money to any Director, being a person engaged in any business, trade or profession, for all usual **professional or other charges** for work done by that person or that person's firm or employer, where the provision of the service has the prior approval of the Board and the amount payable is approved by the Board and is not more than an amount which commercially would be reasonable payment for the service;
 - (v) any **salary or wage** due to the Secretary (where the Secretary is not a Director) as an employee of the Company where the terms of employment have been approved by the Board;
 - (vi) an **insurance premium** in respect of a contract insuring a Director or Officer for a liability incurred as an Officer of the Company where the Board has approved the payment of the premium; or
 - (vii) any payment in relation to **indemnity or insurance** under Article 23.1(a), 23.1(c) or 23.1(d) or a payment under any agreement or deed referred to in Article 23.1(e).

8. LIABILITY OF MEMBERS

8.1 Extent of Liability Guarantee

Each Member undertakes to contribute an amount not exceeding **\$20.00** to the property of the Company if the Company is wound up at a time when that person is a Member, or within one year of the time that person ceased to be a Member, for:

- (a) payment of the Company's debts and liabilities contracted before that person ceased to be a Member;
- (b) payment of the costs, charges and expenses of winding up the Company; and

(c) adjustment of the rights of the contributories among themselves.

9. MEMBERSHIP

9.1 Membership Categories and Qualifications

The Members of the Company are:

(a) Full Members

- (i) Registered Landscape Architect
- (ii) Registered Landscape Architect *Fellow*
- (iii) Registered Landscape Architect *Retired*

(b) Other Members

- (i) Graduate Members
- (ii) Student Members
- (iii) Affiliate Members

9.2 Full member category and eligibility

(a) Full Members

(i) Full Member - Registered Landscape Architect

- (A) A recognition as a **Full Member - Registered Landscape Architect** is bestowed on persons who meets the eligibility criteria as determined by the Board from time to time.
- (B) Member rights and privileges of this category are pursuant to Article 9.3 and as otherwise determined by the Board from time to time.
- (C) In exceptional circumstances the Board is able to bestow this category of membership on a person who may not have met the eligibility criteria

(ii) Full Member - Registered Landscape Architect Fellow

- (A) A recognition as a **Full Member - Registered Landscape Architect Fellow** is bestowed on persons who are Registered Landscape Architects recognised as having an ongoing "honorary distinction" within AILA and bestowed on persons who meets the eligibility criteria as determined by the Board from time to time.

- (B) Persons must not be admitted to this grade of membership unless they are qualified to be admitted as Registered Landscape Architects.
 - (C) Recognition as a "Fellow" accrues member rights and privileges of this category pursuant to Article 9.3 but **no additional Member rights and privileges** (apart from post nominal recognition) unless otherwise as determined by the Board from time to time.
- (iii) Full Member – Registered Landscape Architect Retired
- (A) A recognition as a **Full Member - Registered Landscape Architect (Retired)** is bestowed on persons who meets the eligibility criteria as determined by the Board from time to time
 - (B) Persons must not be admitted to this grade of membership unless they are qualified to be admitted as Registered Landscape Architects.
 - (C) Recognition as "Retired" accrues membership rights and privileges of this category pursuant to Article 9.3 but **no additional Membership rights and privileges** unless otherwise as determined by the Board from time to time.

9.3 Rights and privileges of Full Members:

Full members have the right to:

- (a) nominate for and hold office as an elected Director;
- (b) Attend, speak and vote at all General Meetings.
- (c) nominate a candidate for admission to membership (or to transfer from one membership grade to another);
- (d) have an appropriate certificate of membership;
- (e) place business, and/or propose a resolution on the agenda for a General Meeting, pursuant to notice in writing as per Article 12.3 (a)(iii), proposed by at least five Full Members, noting that the resolution must relate to a matter that may be properly considered at a General Meeting, by the power of the members;
- (f) be appointed as proxy;

9.4 Application for **Full Membership**

- (a) A person is eligible to apply for membership as a Full Member of the Company if they have made an undertaking on the part of the applicant to:

- (i) be committed to the objects and values of the Company
 - (ii) be bound by the Constitution; and
 - (iii) make an application for membership in the form approved by the Board from time to time.
- (b) A person becomes a Full Member, upon approval of that person's application by the Board in accordance with Article 9.8(c), and the payment of the membership fee.

9.5 Other Members category and eligibility

(a) Graduate Members

- (i) A recognition as **Graduate Member** is bestowed on persons who hold a recognised certification and who meets the eligibility criteria as determined by the Board from time to time."
- (ii) Recognition as a "Graduate" accrues all the rights and privileges pursuant to Article 12.7, or as otherwise determined by the Board from time to time.

(b) Student Members

- (i) A recognition as **Student Member** is bestowed on persons who are engaged in studies associated with landscape architecture approved by the Board from time to time
- (ii) Recognition as a "Student" accrues all the rights and privileges pursuant to Article 12.7 or as otherwise determined by the Board from time to time.

(c) Affiliate Members

- (i) A recognition as **Affiliate Member** is bestowed on persons who are ineligible to become Registered Landscape Architects and who meet the eligibility criteria as determined by the Board from time to time.
- (ii) Recognition as an "Affiliate" accrues all the rights and privileges pursuant to Article 12.7 or as otherwise determined by the Board from time to time.

9.6 Application for Other Membership

- (a) A person is eligible to apply for membership as a Graduate, Student, Affiliate member of the Company if they have made an undertaking on the part of the applicant to:
- (i) be committed to the objects and values of the Company

- (ii) be bound by the Constitution; and
 - (iii) make an application for membership in the form approved by the Board from time to time.
- (b) A person becomes an Other Member, upon approval of that person's application by the Board in accordance with Article 9.8(c), and payment of the membership fee.

9.7 New membership categories

- (a) The Board is able to determine further classes of membership as deemed necessary from time to time, and these are to be fully defined in their appropriate governing policies.
- (b) Subject to the Corporations Act and the rights of particular categories of Members, the Company may vary or cancel rights of Members in that category:
- (i) by a Special Resolution passed at the Company's General Meetings; or
 - (ii) with the written consent of Members who are entitled to at least 75% of the votes that may, pursuant to 12.18, be cast by eligible voting members.

9.8 Application and Acceptance of Members

- (a) An **application** from a person or an organisation for either category of membership of the Company (or from a Member of one category wishing to transfer to another category of membership of the Company) must:
- (i) be in a form determined by the Board from time to time ("**Membership Application Form**") and be accompanied by:
 - (A) the relevant fee (if any and where applicable);
 - (B) the postal address and electronic mail address of the applicant;
 - (C) the signature (or where applicable, the Seal) of the applicant, or such other form of authentication (electronic or otherwise) approved by the Board from time to time; and
 - (ii) be lodged with the national office at the Company's principal place of business.
- (b) The national office must **refer** any Membership Application Forms to the Board.
- (c) The Board (or delegate) shall, after **considering the application**, and applying the criteria for eligibility as set out for the relevant category of

Member in Article 9, determine in its absolute discretion whether an applicant may become a Member. The Board (or delegate) may require an applicant to give such further information as it desires before approving or refusing the admission of an applicant for membership. The Board (or delegate) is not required to give any reason for the rejection of any application to become a Member.

- (d) If an application as a Member is **accepted**, the Company must:
 - (i) give written notice of the acceptance to the applicant;
 - (ii) enter the applicant's details in the Register pursuant to Article 9.9;
 - (iii) give a copy of (or electronic access to) the Constitution and any relevant policies that regulate the actions and behaviours of Company Members and that define their obligations to the Company to the newly accepted Member.
- (e) If an application as a Member is **rejected** by the Board, the Company must give written notice of the rejection to the applicant.
- (f) Failure by the Company to comply with any notice requirement in this Article does **not invalidate** the decision by the Board regarding an application.

9.9 Register of Members

- (a) The Secretary (or delegate) must establish and maintain a Register of the Members of the Company which accurately reflects who is a Member.
- (b) The Register must contain the following information about each Member:
 - (i) the Member's name and postal and/or electronic mail address;
 - (ii) the category of membership; and
 - (iii) the date on which the Member's details were entered in the Register;and any additional information related to the membership as the Board shall determine from time to time.
- (c) The Register must be kept at the Company's principal place of business.
- (d) The Secretary must ensure that only those particulars required by the Corporations Act relating to a Member are:
 - (i) available for inspection in accordance with the Corporations Act; and
 - (ii) given only to a person with the right to have such information in accordance with the Corporations Act.
- (e) Members will provide the Company with all required information to enable it to compile a record of the Member's qualifications and name and address

and a Member shall within a reasonable time by notice in writing lodged with the Secretary inform the Company of any change in the Member's qualifications, name or address. The Company may require reasonable verification of the change of such information.

- (f) The Company must ensure that it has at least one (1) Member at all times.

9.10 No Transfers

Membership rights are not transferable whether by operation of law or otherwise. All rights and privileges of membership of the Company cease on cessation of membership

10. CESSATION OF MEMBERSHIP

10.1 Expiry and Renewal of Membership

- (a) Each membership will, subject to earlier termination in accordance with this Constitution, expire on 30 September (or such other date determined by the Board) each year.
- (b) On or before 1 July each year (or such other date determined by the Board) the Company must send to each Member a notice of renewal in a form prescribed by the Board from time to time ("**Membership Renewal Form**") setting out:
- (i) the prescribed fee for the following year as determined in accordance with Article 11; and
 - (ii) the method of renewal.
- (c) Membership is renewed by a Member:
- (i) complying with the method of renewal set out on the Membership Renewal Form; and
 - (ii) providing the fee prescribed by the Membership Renewal Form is received and cleared in accordance with the method of payment and by the date set out on the Membership Renewal Form.
- (d) A person ceases to be a Member of the Company and to any of the rights or privileges of membership if that person has not effected renewal of their membership in accordance with this Article 10.1 before 30 September of each year (or by any extension of that date resolved by the Board).

10.2 Resignation of a Member

- (a) A Member may at any time resign as a Member of the Company by giving the Company notice in writing. Unless the notice provides otherwise, a resignation by a Member takes effect immediately on the giving of that notice to the Company.

- (b) If a Member resigns, the Company must remove the Member's name from the Register.
- (c) No refund, pro-rata or otherwise, will be due to the Member unless agreed otherwise by the Directors.

10.3 Disciplining of a Member

- (a) Subject to Article 10.3(b), if by resolution of the Board following a fair investigation:
 - (i) a Member is in **breach of, infringes, or has refused or wilfully neglected to comply with a provision of this Constitution** or a provision of any governing policies, guidelines, procedures, protocols, practices or processes prescribed by the Board from time to time (pursuant to their powers under Article 15.1); or
 - (ii) if any act or omission of a Member is unbecoming of a Member, **prejudicial to the interests or reputation of the Company** or is not consistent with the aims, objectives and values of the Company; or
 - (iii) a Member becomes **insolvent** under administration or an externally administered body corporate;

The Board has the power to apply one of the following **disciplinary resolutions**:

- (iv) **expel** the Member from the Company by a resolution of the Board and remove the Member's name from the Register. The term of the expulsion, before the person is eligible to re-apply for membership, shall be determined by the Board and stated in the resolution of expulsion; or
 - (v) **suspend** the Member from membership of the Company for a specified period or until the breach for which the Member was suspended is remedied; or
 - (vi) **apply other sanctions** as the Board reasonably sees fit.
- (b) The Board must not apply a disciplinary resolution under Article 10.3(a) unless:
 - (i) at least ten (10) Business Days' notice has been given to the Member stating the date, time and place at which the question of a disciplinary resolution is to be considered by the Board, and the nature of alleged event giving rise to the disciplinary resolution; and
 - (ii) the affected Member is given the opportunity of explaining to the Board, orally (in person or by representation) or in writing, why the Member should not be subject to the disciplinary resolution.

- (c) Where a meeting to consider a disciplinary resolution is held, the Board must:
- (i) give the Member an opportunity to make oral representations (in person or by representation);
 - (ii) give due consideration to any written representations submitted to the Board by the Member at or prior to the meeting; and
 - (iii) by resolution determine whether to confirm or to revoke the disciplinary resolution.
- (d) Where the Board confirms a disciplinary resolution, the Secretary (or delegate) must within ten (10) Business Days after confirmation, by notice in writing inform the Member of that confirmation and of the Member's right to appeal and the disciplinary resolution confirmed by the Board will not have effect unless and until:
- (i) ten (10) business days after receiving such notice, where the Member does not exercise that right of appeal; or
 - (ii) where the Member exercises the right of appeal, the disciplinary resolution is confirmed by the Company in General Meeting.
- (e) A Member may appeal to the Company in General Meeting against a disciplinary resolution confirmed by the Board within ten (10) Business Days after receiving notice of such confirmation by lodging with the Secretary a notice to that effect.
- (f) Upon receipt of notice from the Member, the Secretary will promptly notify the Board, and the Board will convene a General Meeting of the Company within twenty (20) Business Days after receipt by the Secretary of the Member's notice. The only business to be conducted at that General Meeting will be the question of whether the disciplinary resolution confirmed by the Board should be confirmed or revoked by the Company.
- (g) After both the Board and the Member have been given an opportunity to state their respective cases orally or in writing, or both, the Full Members present will vote by secret ballot. If a majority of Full Members vote in favour of confirmation of the disciplinary resolution, the Board will take disciplinary action against the Member in accordance with its resolution. If a majority of Full Members vote against confirmation of the disciplinary resolution, the resolution will be revoked.

10.4 Other Cessation Events

If a Member:

- (a) being a person, **dies** or becomes **bankrupt** or becomes of **unsound mind** or a person whose property is dealt with under a law about mental health; or

- (b) **ceases to satisfy any criteria for admission to membership** of the Company which may be established from time to time;

the Member ceases to be a Member of the Company and the Company must remove the Member's name from the Register.

10.5 Effect of Cessation

- (a) The termination of a membership for any reason does not in any way prejudice, lessen or otherwise affect the **liabilities and obligations** of said Member (whether they arise under this Constitution or otherwise) existing at the date of termination or which arise or crystallises after that date out of, or by reason of, facts or circumstances occurring or in existence at or before that date.
- (b) Without limiting the previous clause, termination of membership does not relieve a Member from:
 - (i) any obligation to pay any **fees** payable (pursuant to Article 11.3) on or before the date of termination and does not entitle the Member to any refund of any such fees in part or in whole; and
 - (A) a Member remains liable to pay, and must immediately pay, to the Company all amounts that at date of cessation were payable by the person to the Company as a Member; and
 - (B) a Member must pay to the Company interest at the rate the Board resolves on those amounts still outstanding from the date of cessation until and including the date of payment of those amounts
 - (ii) any obligation to pay the **Member's guarantee** amount specified in Article 8.1 if that amount becomes payable within one (1) year of cessation of the Member's membership.

The Company may by resolution of the Board waive any or all of its rights under this Article 10.5.

11. FEES AND OTHER PAYMENTS

11.1 Setting of Fees

- (a) The Company may by resolution of the Board require the payment of fees or levies by Members to the amount, on any terms and at any times as the Board resolves, including payment by instalments.
- (b) The Company may when admitting Members make fees payable for one or more category of Members for different amounts and at different times as the Board resolves.

- (c) The Company may by resolution of the Board revoke or postpone a fee or extend the time for payment of a fee, at any time prior to or subsequent to the date payment of that fee is due.

11.2 Notice of Fees

- (a) The Company must give notice of fees to the Members who are required to pay the fees at least ten (10) Business Days before the due date for payment. The notice must specify the time and place and manner of payment and any other information as the Board resolves.
- (b) The non-receipt of a notice of a fee by, or the accidental omission to give notice of a fee to, any Member does not invalidate the fee.

11.3 Payment of Fees

- (a) Each Member must pay to the Company the amount of each fee payable by the Member in the manner, at the time and at the place specified in the notice of the fee.
- (b) In a proceeding to recover a fee, or an amount payable due to the failure to pay or late payment of a fee, proof that:
 - (i) the name of the person is entered in the Register as a Member;
 - (ii) the person is in the category of Members liable to pay the fee;
 - (iii) there is a record in the minute books of the Company of the resolution of the Board determining the fee or the terms of membership of a category of Members requiring the payment of the fee pursuant to Article 11.2 ; and
 - (iv) notice of the fee was given or taken to be given to the person in accordance with this Constitution,

is conclusive evidence of the obligation of that person to pay the fee.

11.4 Interest Payable

- (a) If an amount payable to the Company as a fee is not paid before or on the time for payment, the person who owes the amount must pay to the Company:
 - (i) interest on the unpaid part of the amount from the date payment is due to the date of payment at the rate the Board resolves; and
 - (ii) all costs and expenses the Company incurs due to the failure to pay or the late payment.
- (b) Interest under Article 11.4(a) accrues daily and may be capitalised at any interval that the Board resolves.

- (c) The Company may by resolution of the Board waive payment of some or all of the interest, costs or expenses payable under Article 11.4(a).

11.5 Company Payments

- (a) A Member or the Personal Representative of a deceased Member must pay to the Company on written demand an amount equal to all payments the Company makes to a government or taxation authority in respect of the Member or the death of the Member, where the Company is either:
 - (i) obliged by law to make the relevant payment; or
 - (ii) advised by a lawyer qualified to practice in the jurisdiction of the relevant government or taxation authority that the Company is obliged by law to make the relevant payment.
- (b) The Company is not obliged to notify a Member in advance of its intention to make a payment under Article 11.5(a)
- (c) An amount payable by a Member to the Company under Article 11.5(a) is treated under this Constitution as if it is a fee properly made by the Board of which notice has been given on the date on which the written demand is given by the Company to the Member or the Personal Representative of a deceased Member.
- (d) Nothing in this Article affects any right or remedy which any law confers on the Company.

12. PROCEEDINGS OF GENERAL MEETINGS

12.1 Calling General Meetings

- (a) The Company may by resolution of the **Board** call a General Meeting to be held at the time and place (including two [2] or more locations using technology which gives eligible attending Members, as a whole, a reasonable opportunity to participate) and in the manner the Board resolves.
- (b) No **Member** may call or arrange to hold a General Meeting except where permitted by the Corporations Act.
 - (i) A General Meeting shall be convened by the Board on such **requisition of Full Members** with at least 5% of the votes that may be cast at the General Meeting as provided by the Act under section 249D. The Board must call the meeting within 21 days after the request is given them and the meeting is to be held not later than two (2) months after the request is received.
 - (ii) Full Members with more than 5% of the votes who make a request under Article 12.1(b)(i) may call and arrange to hold a General Meeting if the Board does not do so within 21 days after the request is given to the Board.

- (iii) Any Full Members seeking to convene a General Meeting pursuant to Article 12.1(b)(ii) must pay the Company's reasonable costs of convening the General Meeting.
 - (iv) The Company must pay the reasonable expenses the Members incurred in convening a meeting under Article 12.1(b)(i) because the Board failed to call and arrange to hold the meeting pursuant to Article 12.1(b)(i);
 - (v) The Company may recover the amount of the expenses incurred pursuant to Article 12.1(b)(iv) from the Directors. However, a Director is not liable for the amount if they prove that they took all reasonable steps to cause the Directors to comply with section 249D of the Act. The Directors who are liable are jointly and individually liable for the amount.
- (c) The Company must hold an **AGM** in one location at least once in each calendar year and within five (5) months after the end of its financial year.

12.2 Notice of General Meetings

- (a) Where the Company has called a General Meeting, at least **21 days notice** of the meeting must be given to the Members and Directors, unless
 - (i) 95% of Full Members agree to a shorter period for a General Meeting; or
 - (ii) all Full Members agree to a shorter period for a AGM.
- (b) A person other than the Auditor may waive notice of any General Meeting by written notice to the Company.
- (c) Subject to the Act, anything done (including the passing of a resolution) at a General Meeting is not invalid because either or both a person does not receive notice of the meeting or a proxy form, or the Company accidentally does not give notice of the meeting or a proxy form to a person.
- (d) The Company must give its Auditor:
 - (i) notice of General Meetings in the same way that a Member is entitled to receive notice under Article 12.2 and
 - (ii) any other communication relating to the General Meeting that a Member is entitled to receive.
- (e) A notice of a General Meeting must:
 - (i) set out the place, date and time for the meeting (and, if the meeting is to be held in two (2) or more places, the technology that will be used to facilitate this); and

- (ii) state the general nature of the meeting's **business**; and
- (iii) if a resolution is to be proposed at the meeting, set out an intention to do so either as a resolution or a Special Resolution and:
 - (A) state that resolution (which must set out the wording of the proposed resolution and be signed by the Members proposing the resolution);
 - (B) include a copy of any related **Members' statement** to Members, but only if:
 - (I) it is less than 1,000 words long;
 - (II) the Directors consider it not to be defamatory;
 - (III) subject to Articles 12.1(b)(iii) and 12.1(b)(v) the Members who proposed the resolution or made the request have paid the Company enough money to cover the cost of sending the notice of the proposed Members' resolution or a copy of the Members' statement to 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 the Members; and
- (iv) in the case of an election of Directors, state the **names of the candidates for election** and any "**qualifications resume**" submitted by each candidate pursuant to Article 13.2 c (i) and
- (v) contain a statement setting out the following information:
 - (A) that a Member has the **right to appoint a proxy**; and
 - (B) that the proxy must be a person; and
 - (C) any **proxy form** for the meeting may be given in the form pursuant to Article 12.12(d) and subject to any requirements in the Corporations Act.

12.3 Business of General Meetings

- (a) All business will be **special business** that is transacted at, a **General Meeting** not being an AGM, or an AGM with the exception of the business pursuant to Article 12.3(b), and shall include:
 - (i) items of business submitted by the Board;

- (ii) items of business and proposed resolutions submitted by Full Members of the Company pursuant to Article 9.3(e)
- (iii) The notice of the item of business submitted by Full Members pursuant to Article 12.3(a)(ii) must:
 - (A) be in writing; and
 - (B) set out the wording of any proposed resolution; and
 - (C) be signed by the Members proposing to move the resolution.

Separate copies of a document setting out the notice may be used for signing by Members if the wording of the notice is identical in each copy.

- (b) In addition to any special business pursuant to Article 12.3(a), the business that may be transacted at an **AGM** pursuant to the Corporations Act 2001 s.250R is:
 - (i) the confirmation of the minutes of the preceding meeting;
 - (ii) the consideration of the annual:
 - (iii) financial report,
 - (iv) Directors' report; and
 - (v) auditor's report.
 - (vi) the election of Directors;
 - (vii) if required at that particular AGM by the Corporations Act, the appointment of Auditor and the fixing of their remuneration.
- (c) Except with the approval of the Board, with the permission of the Chair of the meeting or under the Corporations Act, no person may move at any General Meeting:
 - (i) any resolution except in the form set out in the notice of meeting pursuant to Articles 12.2(e) (iii) and 12.3(a)(ii)&(iii); or
 - (ii) any amendment that substantially changes the intent of any resolution or of a document which relates to any resolution. Any objection raised under this Article 12.3(c)(ii) in relation to the question of the validity of the amendment of the resolution must be decided by the Chair of the General Meeting, whose decision, made in good faith, is final and conclusive.
 - (iii) The Chair must not allow a new item of business if:
 - (A) such an item requires special notice or a Special Resolution; or

(B) if the General Meeting was called to transact special business.

12.4 Quorum of General Meetings

- (a) For a general meeting to be held, at least 20 Full Members (a quorum) must be present (in person, by proxy or by attorney) for the whole meeting. When determining whether a quorum is present, a person may only be counted once (even if that person is an attorney or proxy of more than one Member).
- (b) Subject to Article 12.4(d), no business may be conducted at a general meeting if a quorum is not present.
- (c) If there is no quorum present within 30 minutes after the starting time stated in the notice of general meeting, the general meeting is adjourned to the date, time and place that the Chair specifies. If the Chair 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.
- (d) If no quorum is present at the resumed meeting within 30 minutes after the starting time set for that meeting, the meeting may proceed with a reduced quorum of ten (10) Full members, or otherwise the meeting is cancelled.

12.5 Chair of General Meetings

- (a) Subject to Articles 12.5(b) and 12.5(c), the Chair must preside at each General Meeting or in the Chair's absence, the Vice-Chair may preside as Chair at every General Meeting.
- (b) If at a General Meeting:
 - (i) there is no Chair or Vice-Chair; or
 - (ii) the Chair or Vice-Chair is not present within 15 minutes after the time appointed for the commencement of a General Meeting or either is not willing to chair all or part of the meeting,

the Directors present may (by majority vote) elect one of their number or, in the absence of all the Directors or if none of the Directors present is willing to act, the Full Member may elect one of their number, to chair that meeting.

- (c) A Chair of a General Meeting may, for any item of business at that meeting or for any part of that meeting, vacate the chair in favour of another person nominated by the Chair.

12.6 Conduct of General Meetings

- (a) Subject to the Corporations Act, the Chair of a General Meeting is responsible for the general conduct of that Meeting and for the procedures to be adopted at that Meeting.
- (b) The Chair of a General Meeting may:
 - (i) make rulings without putting the question (or any question) to the vote if that action is required to ensure the orderly conduct of the Meeting;
 - (ii) determine the procedures to be adopted for proper and orderly discussion or debate at the Meeting;
 - (iii) determine, in the absence of such procedures, pursuant to Article 12.9(b), the rules and procedures in relation to a poll to be adopted for the casting of votes, the circumstances in which such a vote will be valid and the recording of votes at the Meeting.
- (c) The Chair of a General Meeting may:
 - (i) at their discretion and with their permission, permit or exclude any person (other than Members) to attend or from attending General Meetings of the Company on the proviso that, subject to Article 12.8(c) a non-member who attends the general meeting has no right to speak at or otherwise participate in the meeting and must follow any directions of the Chair. The Chair has no obligation to give any reason for their decision.
 - (ii) where they deem necessary to maintain a safe, respectful and professional environment, refuse to admit a person, or require them to leave and not return to a General Meeting if the person:
 - (A) refuses to permit examination of any article in the person's possession; or
 - (B) is in possession of any electronic or recording device; placard or banner; or other similar sign or article; or
 - (C) acts or behaves in a manner unbecoming of appropriate decorum;which the Chair considers to be dangerous, offensive or liable to cause disruption.
- (d) The Chair of a General Meeting may determine any dispute concerning the admission, validity or rejection of a vote at the Meeting.
- (e) The Chair of a General Meeting may, subject to the Corporations Act, at any time terminate discussion or debate on any matter being considered at the Meeting and, if applicable, require that matter be put to a vote.

- (f) The Chair of a General Meeting may refuse to allow debate or discussion on any matter which is not business referred to in the notice of that Meeting or is not business of the Meeting permitted under the Corporations Act without being referred to in the notice of Meeting.
- (g) If the Chair of a General Meeting considers that there are too many persons present at the Meeting to fit into the venue where the Meeting is to be held, the Chair may nominate a separate meeting place using any technology that gives eligible attending Full Members as a whole a reasonable opportunity to participate.
- (h) The Chair of a General Meeting may delegate any power conferred by this Article to any other person.
- (i) Nothing contained in this Article 12.6 limits the powers conferred by law on the Chair of a General Meeting.

12.7 The rights and privileges of Other Members:

Other Members have the right to:

- (a) attend and speak, but not vote, at all General Meetings of the Company;
- (b) be appointed as a proxy.

12.8 Attendance at General Meetings

- (a) Subject to this Constitution and any rights and restrictions of a category of Members set out in Article 9, a Member may, if so entitled, attend and vote:
 - (i) in person;
 - (ii) by proxy; or
 - (iii) by attorney.

Powers of Attorney

- (A) A Member may appoint an attorney to act at a meeting of Members. If the appointer is an individual, the power of attorney must be signed in the presence of at least 1 witness. If a Member executes or proposes to execute any document or do any act by or through an attorney which affects the Company or the Member's membership, that Member must deliver the instrument appointing the attorney to the Company for notation.
- (B) An appointment of an attorney is not effective for a particular meeting of Members unless the power of attorney, or a certified copy of it, is received by the Company at the Office at least 48 hours before the time for

which the meeting was called or, if the meeting has been adjourned, before the meeting is resumed.

- (C) The Company may ask for whatever evidence it thinks appropriate that the power of attorney is effective and continues to be in force.
- (b) The Chair of a General Meeting may require a person acting as a proxy or attorney at that meeting to establish to the Chair's satisfaction that the person is the person duly appointed to act. If the person fails to satisfy this requirement, the Chair may exclude the person from attending or voting at the meeting.
- (c) A person, whether a Member or not, requested by the Board to attend a General Meeting is entitled, with the permission of the Chair of the meeting, to attend that meeting and to speak at that meeting pursuant to Article 12.6(c)(i).
- (d) The **Company's auditor** is entitled to receive notice of all General Meetings, pursuant to Article 12.2(d)(i), and entitled to attend any General Meeting.

12.9 Voting at General Meetings

- (a) A resolution put to the vote at a **General Meeting** must be decided on a show of hands, unless a poll is demanded in accordance with Article 12.11 and that demand is not withdrawn.
- (b) The Board may, pursuant to Article 15.1(e), determine the rules and procedures in relation to a poll to be adopted for the casting of, the circumstances in which such a vote will be valid and the recording of votes at the meeting.
 - (i) Where a notice of meeting specifies a poll, a vote cast by a Full Member is taken to have been cast by that person at the meeting if the rules and procedures in relation to a poll (whether set out in the notice of meeting or otherwise determined by the Board or the Chair) are complied with.
- (c) Subject to this Constitution and any rights or restrictions of a category of Members, on a **show of hands** at a General Meeting, each Full Member has **one vote** for each Full Member that the Member represents.
- (d) Subject to this Constitution and any rights or restrictions of a category of Members, on a **poll** at a General Meeting, each Full Member has **one vote** for each Full Member that the Member represents.
- (e) Subject to this Constitution and any rights or restrictions of a category of Members, where the Board has determined **other means** (including electronic) permitted by law for the casting and recording of votes by Members on any resolution to be put at a General Meeting, each Member

having a right to vote on the resolution has **one vote** for each Full Member that the Member represents.

- (f) An objection to a right to vote at a General Meeting or to a determination to allow or disregard a vote at the meeting may only be made at that meeting (or any resumed meeting if that meeting is adjourned). Any objection under this Article must be decided by the Chair of the General Meeting, whose decision, made in good faith, is final and conclusive.
- (g) Except where a resolution at a General Meeting is a Special Resolution that requires a special majority pursuant to the Act, the resolution is passed if more votes are cast by Full Members in favour of the resolution than against it.
- (h) In the case of an equality of votes on a resolution at a General Meeting, the Chair of that meeting does **not** have a casting vote on that resolution and the resolution is decided in the negative.
- (i) Unless a poll is demanded and the demand is not withdrawn, a determination by the Chair of a General Meeting following a vote on a show of hands that a resolution has been passed or not passed is conclusive, and an entry to that effect in the book containing the minutes of the proceedings of the Company signed by the Chair will be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour or against the resolution.

12.10 Restrictions on Voting Rights

- (a) The authority of a proxy or attorney for a Member to speak or vote at a General Meeting to which the authority relates is suspended while the appointing Member is present in person at that meeting.
- (b) A Member is not entitled to vote on any resolution on which any fee or other amount due and payable to the Company in respect of that Member's membership of the Company has not been paid.
- (c) A Member is not entitled to vote on a resolution at a General Meeting where that vote is prohibited by the Corporations Act or an order of a court of competent jurisdiction.
- (d) The Company must disregard any vote on a resolution at a General Meeting purported to be cast by a Member, proxy or attorney where that person is not entitled to vote on that resolution. A failure by the Company to disregard a vote on a resolution as required by this Article 12.10 does not invalidate that resolution or any act, matter or thing done at the meeting, unless that failure occurred by wilful default of the Company or of the Chair of that meeting.

12.11 Polls

- (a) A poll on a resolution at a General Meeting may be demanded by not less than five (5) Full Members only in accordance with the Corporations Act and any Board determined rules and procedures in relation to a poll, or by the Chair of that meeting.
- (b) No poll may be demanded at a General Meeting on:
 - (i) the election of a Chair of that meeting; or
 - (ii) (unless the Chair of the meeting otherwise determines) the adjournment of that meeting.
- (c) A demand for a poll may be withdrawn.
- (d) A poll demanded on a resolution at a General Meeting for the adjournment of that meeting (subject to Article 12.11(b)(ii)) must be taken immediately. A poll demanded on any other resolution at a General Meeting must be taken in the manner and at the time and place the Chair of the meeting directs.
- (e) The result of a poll demanded on a resolution of a General Meeting is a resolution of that meeting.
- (f) A demand for a poll on a resolution of a General Meeting does not prevent the continuance of that meeting or that meeting dealing with any other business.

12.12 Proxies

- (a) A Member who is entitled to attend and vote at a General Meeting may appoint **another person** (other than the CEO or Secretary) to attend and vote at that General Meeting, as proxy for the Member in accordance with the Corporations Act but not otherwise.
 - (i) In respect of any one General Meeting, a person may not be appointed as proxy for more than two Members other than the Chair who may be appointed as proxy for any number of Members.
- (b) If the name of the proxy in a form of appointment of proxy is not filled in, the proxy of that Member is:
 - (i) the person specified by the Company in the form of appointment of proxy in the case the Member does not choose; or
 - (ii) if no person is so specified, the Chair of that meeting.
- (c) A proxy appointed in accordance with this Constitution and the Corporations Act to attend and vote may only exercise the rights of the Member on the basis and subject to the restrictions provided in the Corporations Act and this Constitution.

- (d) A form of appointment of proxy is valid if it is in writing, and in accordance with the Corporations Act or in any other form (including electronic) which the Board may determine or accept.

12.13 Receipt of Appointments of Proxy or Attorney

- (a) An appointment of proxy or attorney for a General Meeting is effective only if the Company receives the appointment (and any authority under which the appointment was signed or a certified copy of the authority) not less than 48 hours before the time appointed for the meeting to commence or (in the case of an adjourned meeting) resume.
- (b) Where a notice of meeting specifies an electronic address or other electronic means by which a Member may give the Company a proxy appointment (and any authority under which the appointment is signed), a proxy given at that electronic address or by that other electronic means is taken to have been given by the Member and received by the Company if the requirements set out in the notice of meeting are complied with.

12.14 Multiple Appointments of Proxy or Attorney

- (a) If more than one proxy or attorney appointed by a Member is present at a General Meeting and the Company has not received notice of any revocation of any of the appointments:
 - (i) a proxy or attorney appointed to act at that particular meeting may act to the exclusion of a proxy or attorney appointed under a standing appointment; and
 - (ii) subject to Article 12.14(a)(i), a proxy or attorney appointed under the most recent appointment may act to the exclusion of a proxy or attorney appointed earlier in time.
- (b) An appointment of a proxy of a Member is revoked (or, in the case of a standing appointment, suspended for that particular General Meeting) if the Company receives a further appointment of a proxy from that Member which would result in there being more than one proxy of that Member entitled to act at the meeting. The appointment of proxy made first in time is the first to be treated as revoked or suspended by this Article.
- (c) The appointment of a proxy for a Member is not revoked by an attorney for that Member attending and taking part in a General Meeting to which the appointment relates, but if that attorney votes on a resolution at that meeting, the proxy is not entitled to vote, and must not vote, as the Member's proxy on that resolution.

12.15 Voting by Proxy or Attorney

- (a) The validity of any resolution passed at a General Meeting is not affected by the failure of any proxy or attorney to vote in accordance with directions (if any) of the appointing Member.

- (b) If a proxy of a Member purports to vote in a way or circumstances that contravene the Act, on a show of hands the vote of that proxy is invalid and the Company must not count it. If a poll is demanded, votes which the Act require a proxy of a Member to be cast in a given way must be treated as cast in that way.
- (c) Subject to this Constitution and the Act, a vote cast at a General Meeting by a person appointed by a Member as a proxy or attorney is valid despite the revocation of the appointment (or the authority under which the appointment was executed), if no notice in writing of that matter has been received by the Company at least 48 hours before the commencement of that meeting.

12.16 Adjournments of a General Meeting

- (a) The Chair of a General Meeting may at any time during the meeting adjourn the meeting or any business, motion, question or resolution being considered or remaining to be considered at the meeting or any discussion or debate, either to a later time at the same meeting or to an adjourned meeting to be held at the time and place determined by the Chair.
- (b) If the Chair of a General Meeting exercises the right to adjourn that meeting under Article 12.16(a), the Chair may (but is not obliged to) obtain the approval of those present at the meeting entitled to vote to the adjournment.
- (c) No person other than the Chair of a General Meeting may adjourn that meeting.
- (d) The Company may give notice of a General Meeting resumed from an adjourned meeting as the Board resolves. Failure to give notice of an adjournment of a General Meeting or the failure to receive any notice of the meeting does not invalidate the adjournment or anything done (including the passing of a resolution) at a resumed meeting.
- (e) Only business left unfinished is to be transacted at a General Meeting resumed after an adjournment.

12.17 Cancellations and Postponements of a General Meeting

- (a) Subject to the Corporations Act, the Company may by resolution of the Board cancel or postpone a General Meeting or change the place for the meeting, prior to the date on which the meeting is to be held.
- (b) Article 12.17(a) does not apply to a meeting called in accordance with the Corporations Act by Members or by the Board on the request of Members, unless those Members consent to the cancellation or postponement.
- (c) The Company may give notice of a cancellation or postponement or change of place of a General Meeting as the Board resolves. Failure to give notice of a cancellation or postponement or change of place of a General Meeting or the failure to receive any notice of the meeting does not invalidate the cancellation, postponement or change of place of a meeting or anything

done (including the passing of a resolution) at a postponed meeting or the meeting at the new place.

- (d) The only business that may be transacted at a General Meeting the holding of which is postponed is the business specified in the original notice calling the meeting.

12.18 Resolutions Determined Without General Meetings

- (a) Any written resolution of Full Members determined without a General Meeting having been held (and whether contained in one document or in several copies) and signed (including by electronic signature) by each Member entitled to vote, is as valid and effectual as a resolution duly passed at a General Meeting of the Company unless the Corporations Act requires a resolution to be passed at a General Meeting.
- (b) Any such written resolution under Article 12.18(a) may consist of:
 - (i) several copies of a document each signed by one or more Member and takes effect at the date and time on which the last Member necessary for the resolution to be passed, signs a copy of the resolution; or
 - (ii) a record of several electronic messages each indicating the identity of the sender, the text of the resolution and the sender's agreement or disagreement to the resolution, as the case may be, and such a resolution takes effect on the date on which the last Member's message necessary for the resolution to be passed is received.

13. DIRECTORS

13.1 General

- (a) The Directors of the Company are those persons appointed, pursuant to 13.1(d), and those elected as Directors pursuant to Article 13.2.
- (b) The **number of elected Directors**, pursuant to Article 13.2 will be not be less than four (4) and not more than five (5), and must be Full Members.
- (c) The number of appointed directors, pursuant to Article 13.1(d) will be up to two (2) persons and these Directors must not be Full members
- (d) A person, who must not be a Full Member of the Company, but having an appropriate mix of skills and attributes pursuant to Article 13.1(e) may be appointed to the position of Director, pursuant to 13.1(e) by, and at the discretion of the Board;
 - (i) A Director so appointed, holds office until the conclusion of the AGM next following their appointment, at which time they must retire but are eligible to be re-appointed by the Board.

- (ii) The person ceases to be Director pursuant to Article 13.5 or otherwise if they retire at the end of their term pursuant to Article 13.1(d)(i) and are not re-appointed by the Board.
- (e) Directors are elected and appointed as individuals and are not elected or appointed as representatives of any specific interests and must act for the benefit of the Company as a whole, and not in the interests of other bodies or persons and not allow personal interests, or the interest of any associated persons, to conflict with the interests of the Company.
- (f) The Company intends that the Board to the extent possible, includes Directors that have:
 - (i) a wide **geographical coverage** of Australia; and
 - (ii) a mix of **skills and attributes**, as prescribed by the Board from time to time, that are commensurate with those expected of a person to adequately govern an entity of similar size and complexity and to fulfil the duties pursuant to 13.1(g);
- (g) In relation to their **duties**, Directors shall be and are required to:
 - (i) act in good faith, in the best interest of the Company and for a proper purpose;
 - (ii) not improperly use their position to gain advantage for themselves or someone else or cause detriment to the corporation;
 - (iii) not improperly use information [obtained as a Director] to gain advantage for themselves or someone else or cause detriment to the corporation;
 - (iv) give other Directors notice of a material personal interest in a matter that relates to the affairs of the Company pursuant to Article 13.6;
 - (v) use reasonable care and diligence in the exercise of their powers;
 - (vi) monitor and understand the financial position to ensure the maintenance of proper financial records and statutory financial reporting and that the Company does not trade while insolvent.

and any other relevant and applicable duty set out in the Act, this Constitution or the law

13.2 Appointment and Procedure for Election of Directors

A person becomes a Director, pursuant to 13.1(b) when:

- (a) the Board appoints a Director to fill a casual vacancy pursuant to Article 13.3;
or

- (b) the Company, pursuant to Article 12.3(b)(vi) at an AGM or, pursuant to Article 16.2(j)(iv)(B) at a General Meeting, fills the vacancy by election of Directors.
- (c) No person, other than a person appointed by the Board pursuant to Article 13.1(d) or appointed pursuant to Article 13.3(a), is eligible to be elected as a Director pursuant to Article 13.2(b) unless a **nomination** (in the form determined by the Board from time to time) is signed by a Full Member accompanied by the consent of the nominee to act is given to the Company at least 7 days (or such other time as is allowed for by the Board) before the meeting.
 - (i) The nomination may be accompanied by a written statement containing not more than one hundred words, signed by the nominee setting out the relevant skills and attributes, as prescribed by the Board from time to time pursuant to Article 13.1(f)(ii) which, in the opinion of the nominee, constitutes his or her qualifications for the position of Director of the Company. This statement is referred to as a “**qualifications resume**”.
- (d) If on the close of nominations the number of candidates for election as Directors is equal to or less than the number of vacancies, the nominated candidates shall be declared elected at the AGM and the Board may fill the remaining positions (or sufficient a the number required to form a quorum required by this Constitution) as set out in Articles 13.1(d) and 13.3(a).
- (e) If the number of candidates for election as Directors is greater than the number of vacancies on the Board, a ballot must be held for the election.
- (f) If a ballot is required, balloting lists must be prepared listing the names of the candidates in the order drawn by lot.
- (g) Each Member entitled to vote may cast the number of votes equal to the number of vacancies, provided that no person so voting may cast more than 1 vote in favour of each candidate.
- (h) The candidates receiving the greatest number of votes in their favour must be declared by the Chair of the meeting to be elected as Directors.
- (i) In the event of a tie for a Board position the result will be decided by lot.

13.3 Board May Appoint a Director to Fill a Casual Vacancy

- (a) Where an elected Director retires or otherwise ceases to be a Director:
 - (i) prior to the time at which that person would have been required to retire under Article 13.4; or
 - (ii) pursuant to Article 13.5(a-h);

the **Board may appoint a person to fill the casual vacancy**, provided that the person appointed to fill the vacancy meets the eligibility requirements that apply under this Constitution pursuant to Article 13.1(f) in relation to the Company's appointment of a person to that position.

- (b) A person appointed by the Board to fill a vacancy under Article 13.3(a) holds office until the conclusion of the AGM next following their appointment, and is eligible for election at that AGM pursuant to the requirements of Article 13.2(c).

13.4 Tenure of Elected Directors

- (a) An elected Director, must retire from office two (2) AGMs following that Director's last election or appointment.
- (b) A Director who retires under Article 13.4(a) holds office as Director until the end of the meeting at which the Director retires, and is eligible for re-election.
- (c) In each two-year period beginning at the first AGM following the adoption of the Constitution:
 - (i) Three (3) Elected Directors will be elected in the first year; and
 - (ii) Two (2) Elected Directors will be elected in the second year.
- (d) Should any adjustment to the term of Elected Directors or Appointed Directors be necessary to ensure rotational terms in accordance with clause 13.4 (c) this shall be determined by the Board. If the Board cannot agree it will be determined by Lot. Elections to subsequent Boards shall then proceed in accordance with rotational terms in clause 13.4 (c).

13.5 Termination of Office

A person ceases to be a Director, and also ceases to occupy that position, if the person:

- (a) fails to attend three consecutive Board meetings without the consent of the Board;
- (b) resigns by notice in writing to the Company;
- (c) is removed from office under the provisions of the Corporations Act;
- (d) is, or becomes a paid employee (whether full-time or part-time) of, or holds paid employment in the Company or of any related body corporate of the Company (noting that acting as a volunteer worker, or employed in a voluntary capacity or position within the Company, does not disqualify a person from being a Director of the Company);

- (e) becomes an insolvent under administration;
- (f) becomes of unsound mind or a person whose property is liable to be dealt with under a law about mental health; or
- (g) is not permitted to be a Director, or to manage a corporation, pursuant to the Corporations Act;
- (h) is removed from office by resolution of the Members entitled to attend and vote in a General Meeting.
- (i) retires pursuant to Article 13.5(a) and fails to gain relevant nomination for another term;
- (j) retires pursuant to Article 4(a) or ceases to hold office under Article 13.4(b) and is not re-elected;
- (k) is directly or indirectly interested in any (or any proposed) contract, agreement or arrangement with the Company and fails to declare the nature of the interest in the manner required pursuant to Article 14.1 or by the Act.
- (l) in the opinion of the Board, is:
 - (i) in **breach of, infringes, or has refused or wilfully neglected to comply with a provision of this Constitution** or a provision of any governing policies, guidelines, procedures, protocols, practices or processes prescribed by the Board from time to time (pursuant to their powers under Article 15.1); or
 - (ii) by conduct, act or omission appears to the majority of Directors to be **prejudicial to the interests or reputation of the Company** or is not consistent with the aims, objectives and values of the Company;

a majority of Directors at a meeting of the Directors specifically called for that purpose may suspend that Director from office, and that Director during the period of suspension shall forego their responsibilities as a Director.

Within 14 days of the suspension, the Directors must call a General Meeting, at which the Members, by a poll of Members, may either confirm the suspension and remove the Director from office in accordance with Article 13.5(h) or annul the suspension and reinstate the Director.

13.6 Interests of Directors

- (a) A Director is not disqualified by reason only of being a Director (or the fiduciary obligations arising from that office) from:
 - (i) holding an office or place of profit or employment in any other Company, body corporate, trust or entity promoted by the Company or in which it has an interest;

- (ii) being a Member, creditor or otherwise be interested in any body corporate (including the Company), partnership or entity, except Auditor of the Company;
 - (iii) entering into any agreement or arrangement with the Company; or
 - (iv) acting in a professional capacity (or being a Member of a firm which acts in a professional capacity) for the Company, except as Auditor of the Company.
- (b) Each Director must comply with Corporations Act in relation to the disclosure of the Director's interests.
- (c) A Director who has a material personal interest in a matter that is being considered at a Board meeting must not be present while the matter is being considered at the meeting nor vote on the matter, except where permitted by the Corporations Act.
- (d) If a Director has an interest in a matter, then subject to Article 13.6(c), Article 13.6(e) and this Constitution:
- (i) that Director may be counted on in a quorum at the Board meeting that considers matters that relate to the interest provided that Director is entitled to vote on at least one of the resolutions to be proposed at that Board meeting;
 - (ii) that Director may participate in and vote on matters that relate to the interest;
 - (iii) the Company may proceed with any transaction that relates to the interest and the Director may participate in the execution of any relevant document by or on behalf of the Company;
 - (iv) the Director may retain the benefits under any transaction that relates to the interest even though the Director has the interest; and
 - (v) the Company cannot avoid any transaction that relates to the interest merely because of the existence of the interest.
- (e) If an interest of a Director is required to be disclosed under Article 13.6(b), Article 13.6(d)(iv) applies only if the interest disclosed before the transaction is entered into.

14. BOARD

14.1 Composition and Role of Board

- (a) The Board will comprise of the Directors of the Company elected pursuant to Article 13.2 and, if so appointed, a Director pursuant to Article 13.2(b).

- (b) Without limiting the general powers of the Board pursuant to Article 15.1, the **role, functions and activities of the Board** include to:
- (i) formulate the Company's Strategic Direction;
 - (ii) determine the Company's governance policies (pursuant to Article 15.1(e));
 - (iii) appoint and work with and through the CEO, pursuant to Article 18;
 - (iv) monitor and supervise the Company's CEO and organisational and financial performance and risk and compliance management processes;
 - (v) provide accountability to the Members;

in pursuit of the furtherance of the Objects of the Company.

15. POWERS OF THE BOARD

15.1 General Powers of the Board

- (a) The Board is responsible for the management of the affairs of, and the pursuit of the furtherance of the Objects of, the Company, and may exercise, to the exclusion of the Company in general meeting, all powers of the Company which are not, by the law or this Constitution, required to be exercised by the Company in General Meeting provided that no resolution of the Company in General Meeting shall invalidate any prior act of the Board.
- (b) Subject to the Act and this Constitution, the Board has power to perform all such acts and do all such things as appear to the Board to be necessary or desirable for the proper management of the affairs of the Company including those powers pursuant to Article 15
- (c) A power of the Board can only be exercised by a resolution passed at a meeting of the Board in accordance with Article 16.2, a resolution passed by signing a document in accordance with Article 16.1, or in accordance with a delegation of the power under Article 15.3 or 15.4. A reference in this Constitution to the Company exercising a power by a resolution of the Board includes an exercise of that power in accordance with a delegation of the power under Article 15.3 or 15.4.
- (d) Except in the case of a specific delegation of authority pursuant to Article 15.4, the Board shall approve any and all Public Statements made on behalf of the Company by any Member, duly appointed Director, Office Bearer, officer, employee, delegated person, persons, or committee and/or agent of the Company, prior to that person making such statement.
- (e) Pursuant to Article 15.1(b), the Board shall have the power to establish governing policies relating to the internal control, administration and management of the Company that give effect to the Constitution, the

achievement of the Objects of the Company and to regulate the business of the Company. The Board may at any time rescind, modify, change or vary any of the governing policies and make others to replace them in accordance with the changing needs and requirements of the Company. Such governance policies will be those deemed necessary or expedient or convenient for the proper conduct, control and governance of the Company. The governing policies must not be contrary to this Constitution or the Act.

- (f) The Members, Directors and Office Bearers, Board committees and their Members, officers, employees, contractors and agents of the Company shall be bound by and must comply with any governing policies in force from time to time.
- (g) The Board shall have authority to interpret the meaning of the Articles in this Constitution and any other matter relating to the Company on which this Constitution is silent, subject to any amendment of the Constitution made pursuant to Article 24.

15.2 Execution of Documents

- (a) If the Company has a Seal, the Company may execute a document if that Seal is fixed to the document and the fixing of that seal is witnessed by either of:

- (i) two (2) Directors; or
- (ii) one (1) Director and the Secretary; or
- (iii) two (2) persons as the Board may appoint for that purpose;

and that witnessing is sufficient for all purposes that was affixed by those signatures by authority of the Board.

- (b) The Company may execute a document without a Seal provided the dealing or deed is signed and attested by the signatures either of:

- (i) two (2) Directors; or
- (ii) one (1) Director and the Secretary; or
- (iii) two (2) persons as the Board may appoint for that purpose;

and that attestation is sufficient for all purposes that was affixed by those signatures by authority of the Board.

- (c) The Board may determine the manner in which, and the persons by whom cheques, promissory notes, bankers' drafts, bills of exchange and other negotiable or transferable instruments [including electronic and internet payments and transfers] in the name of, or on behalf of the Company, and receipts for money paid to the Company, must be signed, drawn, accepted, endorsed or otherwise executed.

15.3 Delegation of Authority of the Board

- (a) The **Board may delegate** any of its powers to:
 - (i) a committee of the Board,
 - (ii) a Director (including an Office Bearer),
 - (iii) an employee of the Company; or
 - (iv) any other person.
- (b) A delegation of those powers may be made for any period and on any terms (including the power to further delegate) as the Board resolves. The Board may revoke or vary any power so delegated.
- (c) The Board may, subject to this Constitution, determine, or vary any determination of, the powers, functions, and responsibilities of the committee or delegate.
- (d) A committee or delegate must exercise the powers delegated in accordance with any directions of the Board.
- (e) Subject to the terms of appointment or reference of a committee, Article 16.2 applies with the necessary changes to meetings of a committee of the Board.

15.4 Attorney or Agent

- (a) The Board may appoint any person to be Attorney or agent of the Company for any purpose, for any period and on any terms (including as to remuneration) as the Board resolves. Subject to the terms of appointment of an Attorney or agent of the Company, the Board may revoke or vary that appointment at any time, with or without cause.
- (b) The Board may delegate any of their powers (including the power to delegate) to an Attorney or agent. The Board may revoke or vary any power delegated to an Attorney or agent.

16. PROCEEDINGS OF DIRECTORS

16.1 Written Resolutions of Directors

- (a) The **Board may pass a resolution without a Board meeting** being held if notice in writing of the resolution is given to all Directors and a majority of the Directors entitled to vote on the resolution (not being less than the number required for a quorum at a meeting of Directors) sign a document containing a statement that they are in favour of the resolution set out in the document.
- (b) A resolution under Article 16.1(a) may consist of several documents in the same form each signed by one or more Directors and is effective when signed by the last of the Directors constituting the majority. A document

produced by electronic means under the name of a Director with the Director's authority is taken to be a document signed by the Director for the purposes of Article 16.1(a) and is taken to be signed when received by the Company in legible form.

16.2 Board Meetings

- (a) The **Board may meet, adjourn and otherwise regulate their meetings** as it thinks fit on dates and at a location determined by the Board.
- (b) The Chair or any three Directors may **call** a Board meeting at any time. On request of the Chair or any three Directors, the Secretary must call a meeting of the Directors.
- (c) **Notice** of a Board meeting must be given to each Director (except a Director on leave of absence approved by the Board) and the Chief Executive Officer not less than 7 days (or other period as the Directors may agree) prior to the proposed meeting specifying the time, place and general nature of business to be transacted at such meeting. Notice of a Board meeting may be given in person or by post or by electronic means.
- (d) Notwithstanding Article 16.2(c), where the Chair considers an emergency exists, they may take steps as they think necessary to notify as many Directors as practicable of the proposed meeting to consider matters related to the emergency (and no other business) with less than 7 days' notice and by the most expedient means available.
- (e) A Director may waive notice of a Board meeting by giving notice to that effect to the Company in person or by post or by electronic means.
- (f) A Director who attends a Board meeting waives any objection that person may have to a failure to give notice of the meeting.
- (g) Anything done (including the passing of a resolution) at a Board meeting is not invalid because either or both a person does not receive notice of the meeting or the Company accidentally does not give notice of the meeting to a person.
- (h) For the purposes of the Corporations Act, each Director, by consenting to be a Director, or by reason of the adoption of this Constitution, consents to the **use of technology** which permits each Director to communicate with every other participating Director or any combination of technologies for the holding of a Board meeting;
 - (i) A Director may withdraw the consent given under this Article in accordance with the Corporations Act.
- (i) If a Board meeting is held in two (2) or more places linked together by any technology:

- (i) a Director present at one of the places is taken to be present at the meeting unless and until the Director states to the Chair of the meeting that the Director is discontinuing their participation in the meeting; and
 - (ii) the Chair of that meeting may determine at which of those places the meeting will be taken to have been held.
- (j) A **quorum** for a Board meeting is four (4) Directors entitled to vote on a resolution that may be proposed at that meeting or such greater number as may be fixed by the Board from time to time. A quorum for a Board meeting must be present at all times during the meeting. Each individual present may only be counted once towards a quorum.
 - (i) No formal business shall be transacted or resolutions passed by the Board unless a quorum is present and if within half an hour of the time appointed for the meeting a quorum is not present the meeting stands adjourned to the same place and at the same hour of the same day in the following week.
 - (ii) If at the adjourned meeting a quorum is not present within half an hour of the time appointed for the meeting, the meeting shall be dissolved.
 - (iii) The **attending Directors may act notwithstanding any vacancy in the Board** as long as there is the number required to form a quorum required by this Constitution;
 - (iv) If the number of Directors in office at any time falls below the number required to form a quorum required by this Constitution, the remaining Directors shall not act in the affairs of the Company, other than to:
 - (A) appoint suitable and eligible persons to fill casual Director vacancies pursuant to Article 13.3; or otherwise
 - (B) call a general meeting pursuant to Article 12.1(a) for the purpose of the election of additional Directors until the number of Directors is made up to at least four (4) Directors,.
- (k) The Chief Executive Officer:
 - (i) shall, unless otherwise excused or directed by the Board, attend all Board meetings.
 - (ii) does not have any right to vote at Board meetings.
- (l) The Secretary (or their delegate):
 - (i) shall, unless otherwise excused or directed by the Board, attend all Board meetings to fulfil their delegated governance administrative functions pursuant to Article 19.

- (ii) does not have any right to vote at Board meetings, unless they are a Director
- (m) Anything done (including the passing of a resolution) at a Board meeting is not invalid because of non-attendance by the Chief Executive Officer or Secretary.
- (n) Except for the provisions of Articles 16.2(k) and 16.2(l) the Board shall ordinarily hold all Board meetings as *in camera* sessions, but may invite, at their own discretion, any person or persons as attendees to any part of the Board meeting who may be invited to make representations or, by permission of the Chair, speak (either in person or via telecommunication means if thought most practical and appropriate) on agenda items to provide reports, advice, counsel and information or answer questions on matters as requested by Board Members.

16.3 Chair of the Board

- (a) Subject to Article 16.3(b) the Chair of the Board must chair each Board meeting.
- (b) If at a Board meeting:
 - (i) there is no Chair; or
 - (ii) the Chair is not present within 15 minutes after the time appointed for the holding of a Board meeting or is not willing to chair all or part of that meeting,the Directors present must elect one of their number to, chair that meeting or part of the meeting.
- (c) A person does not cease to be a Chair of the Board if that person retires as a Director at a General Meeting and is re-elected as a Director at that meeting (or any adjournment of that meeting).
- (d) A person does cease to be a Chair of the Board if that person retires as a Director at a General Meeting and is not re-elected as a Director at that meeting (or any adjournment of that meeting).

16.4 Board Resolutions

- (a) A resolution of the Board is passed if more votes are cast by Directors entitled to vote in favour of the resolution than against it.
- (b) Subject to Article 13.6 and this Article 16.4, each Director present in person has **one vote** on a matter arising at a Board meeting.
- (c) Subject to the Corporations Act, in case of an equality of votes on a resolution at a Board meeting, the Chair of that meeting has a casting vote on that resolution in addition to any vote the Chair has in his or her capacity

as a Director in respect of that resolution, provided that the Chair is entitled to vote on the resolution.

16.5 Valid Proceedings

- (a) An act at any Board meeting or a committee of the Board or an act of any person acting as a Director is not invalidated by:
 - (i) a defect in the appointment or continuance in office of a person as a Director, a Member of the committee or of the person so acting; or
 - (ii) a person so appointed being disqualified or not being entitled to vote, if that circumstance was not known by the Board, committee or person (as the case may be) when the act was done.

17. OFFICE BEARERS OF THE BOARD

17.1 Chair

- (a) At the first meeting of the Board after the Annual General Meeting in each year, the Board shall elect, by simple majority, one of the Directors from among their number to the office of Chair. The Chair will hold office until the next AGM but is eligible for re-election subject to Article 17.1(b).
- (b) A person who is elected Chair is, for the purposes of this Constitution, first and foremost a Director who has the same tenure as any other Director pursuant to Article 13.4.
 - (i) If the Chair retires as a Director or otherwise ceases to be a Director, the person ceases to be the Chair at which time the Board shall elect, by simple majority, one of the Directors from among their number to the office of Chair pursuant to Article 17.1(a).
 - (ii) The Board may remove the Director from the position of Chair by a two-thirds majority vote in favour of the removal of the Director as Chair and must elect, by simple majority, another of the Directors from among their number to the office of Chair pursuant to Article 17.1(a).
- (c) The person elected Chair, in addition to their Director role, has all the corresponding authorities delegated in this Constitution and those further delegated by the Board pursuant to Articles 15.1(e) and 17.1(d), 17.1(e) and 17.1(f).
- (d) The Board may, subject to this Constitution, determine, or vary any determination of, the powers, functions, responsibilities, and subject to Article 6, the remuneration, of the Chair.
- (e) The Board may delegate any of its powers to the Chair for any period and on any terms (including the power to further delegate) as the Board resolves. The Board may revoke or vary any power delegated to the Chair.

- (f) The Chair must exercise the powers delegated to him or her in accordance with any directions of the Board.

17.2 Vice-Chair

- (a) At the first meeting of the Board after the AGM in each year, the Board shall elect, by simple majority, one of the Directors from among their number to the office of Vice-Chair. The Vice-Chair will hold office until the next AGM but is eligible for re-election subject to Article 17.2(b).
- (b) A person who is elected Vice-Chair is for the purposes of this Constitution first and foremost a Director who has the same tenure as any other Director pursuant to Article 13.4. .
- (i) If the Vice-Chair retires as a Director or otherwise ceases to be a Director, the person ceases to be the Vice-Chair at which time the Board shall elect, by simple majority, one of the Directors from among their number to the office of Vice-Chair pursuant to Article 17.2(b).
- (ii) The Board may remove the Director from the position of Vice-Chair by a two-thirds majority vote in favour of the removal of the Director as Vice-Chair and must elect , by simple majority, another of the Directors from among their number to the office of Vice-Chair pursuant to Article 17.2(a).
- (c) The person elected Vice-Chair, in addition to their Director role, has all the corresponding authorities delegated in this Constitution and those further delegated by the Board pursuant to Articles 15.1(e) and 17.2(d), 17.2(e) and 17.2(f).
- (d) The Board may, subject to this Constitution, determine, or vary any determination of, the powers, functions, responsibilities, and subject to Article 6, the remuneration, of the Vice-Chair.
- (e) The Board may delegate any of its powers to the Vice-Chair for any period and on any terms (including the power to further delegate) as the Board resolves. The Board may revoke or vary any power delegated to the Vice-Chair.
- (f) The Vice-Chair must exercise the powers delegated to him or her in accordance with any directions of the Board.

18. CEO

18.1 Chief Executive Officer

- (a) The CEO is appointed by the Board on terms and conditions (including as to remuneration) as determined by the Board, and may be removed by the Board (subject to any contract of employment between the Company and the CEO).

- (b) The CEO's functions are, subject to any additional or variant directions or further determination of the powers and responsibilities of the CEO by the Board, to:
- (i) advise the Board in relation to the affairs and operations of the Company;
 - (ii) ensure that advice and information is available to the Board to enable informed decisions to be made;
 - (iii) cause decisions of the Board to be implemented;
 - (iv) manage the day to day operations of the Company;
 - (v) be responsible for the employment, management, supervision, direction and dismissal of other employees of the Company;
 - (vi) speaking on behalf of the Company if the Chair or the Board agrees;
 - (vii) ensure that records and documents of the Company are properly prepared and kept for the purposes of the *Corporations Act 2001*, the Constitution and any other written law; and
 - (viii) perform any other function or exercise any other power specified or delegated by the Board.
- (c) The CEO may (subject to any other direction of the Board) delegate to an employee of the Company a function or power delegated to the CEO under Article 18.1(b)(viii), but that power or function may not be further delegated.

19. COMPANY SECRETARY

19.1 Secretary

- (a) The Board **shall** appoint a **Company Secretary** (who may be either a Director, an employee, a Member or any other eligible person), who shall hold office for any period and on such terms and conditions (including as to remuneration) as the Board determines and who may vary or revoke any determination of, the powers, functions, responsibilities of the Secretary.
- (b) Subject to any agreement between the Company and the Secretary, the Board may vary or terminate the appointment of a Secretary at any time, with or without cause.
- (c) The person appointed Secretary has all the corresponding authorities delegated in this Constitution and those further delegated by the Board pursuant to pursuant to Articles 15.1(e) and 19.1(a).
- (d) The Board may, by resolution, delegate some or all of the above duties to another person pursuant to Article 15.3 not acting formally as the Secretary

of the Company. The Secretary may also, delegate some or all of the above duties to another person from time to time.

- (e) Unless otherwise decided by the Board, the Secretary shall also undertake any duties of a Public Officer as required by any relevant bodies.

20. COMMITTEES OF THE BOARD

20.1 Committees

- (a) The Board may formulate committees from time to time, to provide advice on matters pursuant to Article 14.1. The composition of specific committees and their terms of reference shall be formulated by The Board and will be in line with governing policy, pursuant to 15.1(e)

21. THE CHAPTERS

21.1 Chapter Formulation

- (a) The Board must, by governing policy, constitute chapters of the company to be known as Chapters of AILA, based primarily on the States and Territories in Australia in which Members are located.

21.2 Chapter Functions

- (a) A Chapter's functions are (subject to any additional or variant directions or further determination of the powers and responsibilities by the Board) to (and within the allocated Chapter State/Territory)
 - (i) assist with the delivery of national programs, and initiating and supporting local programs;
 - (ii) provide or arrange for programs to engage wider industry and community and promote the profession of Landscape Architects and their work;
 - (iii) represent AILA in public forums and media opportunities consistently with ALIA's policies
 - (iv) liaise with AILA stakeholders in respect of AILA's functions undertaken at the local level, including by encouraging collaboration and communication between AILA stakeholders and other Chapters
 - (v) any other function determined by the Board in accordance with the governing policies.

21.3 Chapter Committees

- (a) Each Chapter must be led by a Chapter Committee in accordance with the governing policies.

- (b) The Members of the Chapter Committee must be elected or appointed in accordance with the governing policies.
- (c) The Chapter Committee's functions are to:
 - (i) provide leadership, direction and services to Members in the Chapter;
 - (ii) be responsible to, and may be directed by the CEO in accordance with the governing policies
 - (iii) to provide advice to and facilitate communication between Board and Chapter Members and report to the Board in accordance with the governing policies, without limiting the general powers of the Board pursuant to 15.1(b).
 - (iv) at all times in undertaking its functions, pursuant to 21.3(c) act in consultation, liaison and communication with, and through, the CEO.
- (d) Chapter Committees, in providing leadership, direction and services to Members in the Chapter, are required to:
 - (i) comply with and act in accordance with the AILA Constitution, governing and operational policies and procedures including any relevant Codes of Conduct of AILA
 - (ii) act in the interests of AILA as a whole and work to achieve AILA's Objects and to uphold the reputation of AILA
 - (iii) keep informed about the organisation and issues relevant to their responsibilities
 - (iv) act with honesty, in good faith and disclose conflicts of interest
 - (v) act with reasonable care and make or delegate decisions based on relevant information, proper analysis and management of risk and use AILA resources properly, efficiently and effectively
 - (vi) only make Public Statements or act on behalf of AILA with proper authority in accordance with the governing policies, and comply with lawful direction given by [those] who have authority to give direction
 - (vii) not make improper use of AILA information and protect the privacy and confidentiality of AILA information

21.4 Administration

- (a) Chapters and Chapter Committees *will* arrange and negotiate secretarial and administrative support in consultation with the CEO within allocated budgetary constraints and parameters.

22. MINUTES

22.1 Minutes

- (a) The Directors shall cause minutes to be kept and entered up in accordance with the Corporations Law:
 - (i) of the names of the Directors present at each meeting of the Directors and of any Committee; and
 - (ii) of all resolutions and proceedings of General Meetings and of meetings of Directors and of Committees.
- (b) The minutes are to be signed by the Chair of the meeting at which the proceedings were held or by the Chair of the next succeeding meeting.

23. INDEMNITY AND INSURANCE

23.1 Indemnity and insurance

- (a) To the extent permitted by law, the Company may indemnify each Relevant Officer against a liability of that person and the Legal Costs of that person.
- (b) The indemnity under Article 23.1(a):
 - (i) is enforceable without the Relevant Officer having first to incur any expense or make any payment;
 - (ii) is a continuing obligation and is enforceable by the Relevant Officer even though the Relevant Officer may have ceased to be an Officer of the Company; and
 - (iii) applies to liabilities and legal Costs incurred both before and after this Article became effective.
- (c) To the extent permitted by law, the Company may make a payment (whether by way of advance, loan or otherwise) to a Relevant Officer in respect of Legal Costs of that person.
- (d) To the extent permitted by law, the Company may:
 - (i) enter into, or agree to enter into; or
 - (ii) pay, or agree to pay, a premium for,

a contract insuring a Relevant Officer against a Liability of that person and the Legal Costs of that person. Any such premium in relation to an Officer is in addition to, and not regarded as part of, any remuneration approved by Members under this Constitution.
- (e) To the extent permitted by law, the Company may enter into an agreement or deed with a Relevant Officer or a person who is, or has been, an Officer

of the Company or a subsidiary of the Company, under which the Company must do all or any of the following:

- (i) keep books of the Company and allow either or both that person and that person's advisers access to those books on the terms agreed;
- (ii) indemnify that person against any liability and Legal Costs of that person;
- (iii) make a payment (whether by way of advance, loan or otherwise) to that person in respect of Legal Costs of that person; and
- (iv) keep that person insured in respect of any act or omission by that person while a Relevant Officer or an Officer of the Company or a subsidiary of the Company, on the terms agreed (including as to payment of all or part of the premium for the contract of insurance).

24. AMENDMENT OF CONSTITUTION

24.1 Amendment of Constitution

- (a) This Constitution, including the statement of Objects in Article 6.1(a), may be altered, rescinded and/or added to only by a Special Resolution passed by the Company in General Meeting. The change must be consistent with the Act and the rest of the Constitution.
- (b) No alteration which may affect the tax exempt status of the income of the Company shall be made to or in the Constitution unless not less than twenty-eight (28) days' prior written notice specifying the alterations proposed to be made shall have been given to the Commissioner of Taxation.
- (c) The Company must apply for registration of the changes within 14 days of the Special Resolution pursuant to s.136(5) of the Act and the change will only take place once it is registered with ASIC.

25. DISPUTE AND GRIEVANCE RESOLUTION

25.1 Dispute and Grievance Resolution Procedure and Appeal

- (a) If any Member has **a grievance with, or disputes any decision made by the Company which directly affects that Member**, the Member may write to the Secretary of the Company setting out the details of the decision made and the basis of the grievance of the Member.
 - (i) The Secretary shall, within 14 working days, acknowledge the Member's communication and set out the reasons for the decision.
 - (ii) If the Member is dissatisfied with that explanation, the Member may request that the Board (through a committee or delegate), mediate the grievance or dispute (via telecommunication means if thought most

practical and appropriate), within a period of not more than two calendar months.

- (iii) The Member, if dissatisfied with the outcome of any such mediation, may at any time withdraw from the process and request the Board to meet with the Member at such place as the Board may agree (including via telecommunication means if thought most practical and appropriate), to endeavour to resolve the matter. Subject to the inherent jurisdiction of the judicial system, the decision of the Board shall be final and binding.

26. COMMUNICATION WITH THE BOARD

26.1 Member Communication with the Board

- (a) A Member may comment on, and generally input suggestions and counsel on any matter **in relation to the direction, control and management of the affairs of the Company** with the Board that the Member sees fit to raise.
- (b) The Member shall adhere to the following procedure for raising a matter with the Board ~
 - (i) The comment, suggestion or counsel must be clearly stated in writing, addressed to the Secretary, signed by the Member;
 - (ii) The Secretary shall ensure provision on the agenda of the next Board meeting for the correspondence relating to the matter to be considered by the Board at that Board meeting.
 - (iii) The Secretary, shall inform the Member in writing of the outcome of the Board's consideration of the matter within seven (7) days of the meeting at which the matter was discussed.
 - (iv) Following receipt of notification of the outcome of any Board deliberation of the matter, the Member may, if they so choose, pursue the matter further, by making make a request, in writing, to be invited to attend (either in person at their own expense or via telecommunication means if thought most practical and appropriate) and address the Board as an **attendee** at the next Board meeting, notwithstanding that the Board can accept or reject the request for invitation for the Member to address the Board at their absolute discretion pursuant to Article 16.2(n).
 - (v) Within fourteen (14) days of receipt of such a request pursuant to Article 26.1(b)(iv) the Secretary will notify the Member of the outcome of the request, and if accepted, shall notify the Member of the date and time that the Member may attend the next Board meeting to discuss the matter and be dealt with pursuant to Article 16.2(n) . The date of the meeting must be no more than sixty (90) days from the date of receipt of the request.

27. NOTICES

27.1 Notices to Members

- (a) The Company may give notice to a Member by any of the following means in the Board's discretion:
- (i) delivering it to that Member or **person**;
 - (ii) sending it via electronic means and/or to the electronic address (if any) nominated by that Member or person for that purpose; or any **other means** permitted by the Corporations Act
 - (iii) leaving it at, or sending it by **post** to, the address of the Member in the Register or the alternative address (if any) nominated by that Member or person for that purpose;
- (b) Where a Member does not have an address in the Register or where the Board believes that a Member is not at the address in the Register, the Company may give Notice to that Member by exhibiting the Notice at the registered office of the Company for a period of 48 hours, unless and until the Member gives the Company written notice of an address for the giving of Notices.
- (c) The Company must send all documents to a Member whose address for Notices is not within Australia by air-mail, air courier or electronic means.
- (d) Any Notice required or allowed to be given by the Company to one or more Members by advertisement is, unless otherwise stipulated, sufficiently advertised if advertised once in a daily newspaper circulating in the states and territories of Australia.

27.2 Notice to Directors

The Company may give notice to a Director by:

- (a) delivering it to that person;
- (b) sending it by post to the usual residential address of that person or the alternative address (if any) nominated by that person for that purpose;
- (c) sending it via electronic means and/or electronic address (if any) nominated by that person for that purpose; or
- (d) any other means agreed between the Company and that person.

27.3 Notice to the Company

A person may give notice to the Company by:

- (a) leaving it at, or by sending by post to, the registered office of the Company;

- (b) leaving it at, or by sending it by post to, a place nominated by the Company for that purpose;
- (c) sending it via electronic means and/or to the electronic address (if any) nominated by the Company for that purpose; or
- (d) any other means permitted by the Corporations Act.

27.4 Time of Service

- (a) A notice sent by post is taken to be given on the fifth day after the date it is posted.
- (b) A notice sent by electronic transmission is taken to be given when the transmission is sent provided that in the case of notice to the Company or a Director, the sender meets any action required by the recipient to verify the receipt of the document by the recipient.
- (c) A notice given in accordance with Article 27.1(a)(iii) is taken to be given on the day after the date on which the Member is notified that the Notice is available.
- (d) A notice given in accordance with Article 27.1(b) is taken to be given at the commencement of the 48-hour period referred to in that Article.
- (e) A certificate by a Director or Secretary to the effect that a notice by the Company has been given in accordance with this Constitution is conclusive evidence of that fact.

27.5 Notice Requirements

The Board may specify, generally or in a particular case, requirements in relation to notices given by any electronic means, including requirements as to:

- (a) the classes of, and circumstances in which, Notices may be sent;
- (b) verification (whether by encryption code or otherwise); and
- (c) the circumstances in which, and the time when, the notice is taken to be given.

28. ACCOUNTS

28.1 Financial and Accounting Records and Inspection of Records

- (a) The Board shall cause proper and accurate written financial and accounting records to be kept
 - (i) of all money received and spent by the Company and the matter in respect of which such receipt and expenditure takes

- place, and of the assets and liabilities of the Company and of all relevant activities involving the Company;
- (ii) in such a manner as will enable true and fair financial statements to be prepared and audited;
 - (iii) for at least seven (7) years after the transactions covered by the records are completed.
- (b) Except as otherwise required by the Act, the Board shall from time to time determine, pursuant to Article 15.1(e) at what times and places and under what conditions, arrangements or regulations and to what extent the records, books and other documents of the Company (other than legal documents related to Court action or current litigation, personnel files and documents and other privileged, legally restricted or commercial-in-confidence information), including minutes of all Board meetings and general meetings of the Company, shall be open to **inspection by a Full Member** of the Company (who must be up to date with all financial obligations to the Company at the time of request);
- (c) The records, books and other documents (financial or otherwise) of the Company and minutes of all Board meetings and general meetings of the Company are not to be electronically or manually **copied** (except for hand-written notations) and/or removed from the principal place of administration of the Company and shall be kept in the custody or under the control of the Secretary or their delegate (except as otherwise provided by this Constitution, the Act or the law) and remain the property of the Company to be used solely for the purposes of the Company pursuant to the matters required as described in this Constitution, the Act or the law.
- (d) Each **Director** of the Company has the **right of access** personally, to the records, books and all other documents (financial or otherwise) of the Company at all reasonable times for the purposes of their duties pursuant to Article 15 and may ask those records, books and documents to be tabled at a Board meeting if necessary;
- (e) The Director may make **copies** of those records and other documents for the purposes of a legal proceeding to which the person is a party; or that the person proposes in good faith to bring; or that the person has reason to believe will be brought against them.

29. WINDING UP

29.1 Winding Up

On a winding up of the Company, any surplus assets of the Company remaining after the payment of its debts must not be paid to or distributed among the Members, but must be given or transferred:

- (a) to one or more bodies corporate, associations or institutions selected by the Members by resolution at or before the dissolution of the Company:

- (i) having object similar to the Objects of the Company; and
 - (ii) whose Constitution prohibits the distribution of its or their income or property to no lesser extent than that imposed on the Company under Article 6 ; and
 - (iii) if there are no bodies corporate, associations or institutions which meet the requirements of this Article 28.1(a)
 - (iv) to one or more bodies corporate, associations or institutions selected by the Members by resolution at or before dissolution of the Company, the Objects of which are the promotion of charity and to which gifts allowable deductions under the Income Tax Assessment Act 1997 (Cth); or
- (b) if the Members do not make a selection pursuant to Article 29.1(a) for any reason,
- (i) to one or more bodies corporate, associations or institutions meeting the requirements of either Article 29.1(a) or 29.1(b) selected by the Board, subject to Board obtaining court approval under the Corporations Act to exercise this power.

APPENDIX A

EXPLANATORY NOTES

Article 2 (b) (page 4) “**AGM**” – according to the Corporations Act, the AGM must be held at least once in each calendar year and within five (5) months after the end of the Company's financial year.

Article 2 (e) (page 4) A **power of attorney** is an authorisation to act on another person's behalf and in their name in a legal or business matter. The person granting the power of attorney is known as the grantor and the person authorised to act is the agent or attorney-in-fact. The power granted may be very wide in scope and may include the power to sign documents on behalf of the grantor, deal with their financial affairs and property, vote in the capacity of a shareholder (Member), etc. This is distinct from a proxy which commonly refers only to authorisation to vote on another's behalf and is therefore more limited in scope than a power of attorney. For example, a Member entitled to attend and vote at a Company meeting may appoint a proxy to attend and vote in their place noting that a proxy is also the person to whom authorisation is granted

Article 2 (dd) (page 7) “**Officer**” is

- (i) who makes, or participates in making, decisions that affect the whole, or a substantial part, of the business of the Company; or
- (ii) who has the capacity to affect significantly the Company's financial standing; or
- (iii) in accordance with whose instructions or wishes the Directors of the Company are accustomed to act (excluding advice given by the person in the proper performance of functions attaching to the person's professional capacity or their business relationship with the Directors or the Company);
- (iv) a receiver, or receiver and manager, of the property of the Company; or
- (v) an administrator of the Company; or
- (vi) an administrator of a deed of Company arrangement executed by the Company;
or
- (vii) a liquidator of the Company; or
- (viii) a trustee or other person administering a compromise or arrangement made between the Company and someone else, as defined in the Dictionary of the Act.