



Constitution of First Peoples Disability Network (Australia) Limited

ACN 169 154 330

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CONSTITUTION

FIRST PEOPLES DISABILITY NETWORK (AUSTRALIA) LIMITED

ACN [number]

1. PRELIMINARY

1.1 Company limited by guarantee

The Company is limited by guarantee and the liability of Members is limited as provided in this document.

1.2 Objects of the Company

The Company is formed with the objects of:

- (a) improving the economic, social and cultural status of First Peoples with disabilities suffering from poverty and distress by generating public debate concerning the efficacy of government policies directed towards relieving those needs (the "**Charitable Objective**");
- (b) achieving the Charitable Objective in the manner determined by the Board from time to time, including by:
 - (i) representing, promoting and advocating on behalf of First Peoples with disability at relevant local, regional and state, national and international forums and conventions;
 - (ii) presenting at industry and other relevant conferences to raise the profile of the unmet needs of First Peoples with disability;
 - (iii) promoting to relevant government and non-government service providers the needs of First Peoples with disability;
 - (iv) maintaining and establishing partnerships with relevant State, Territory and Commonwealth Governments, and their respective departments, agencies, authorities and bodies;
 - (v) being an active member of national and international organisations and networks relevant to First Peoples with disability;
 - (vi) cooperating and working in partnership with other cross disability national peak organisations;
 - (vii) supporting the establishment, development and co-ordination of State, Territory and regional Members and their networks;
 - (viii) assisting Members, their networks and other organisations or bodies corporate (that assist and represent First Peoples with disability) to improve the economic, social and cultural status of First Peoples with disability including through education, training and capacity building;
 - (ix) raising funds to further the objects of the Company;
 - (x) supporting, promoting and entering into any kind of social investment undertaking to further the objects of the Company; and

- (xi) undertaking all such things as are lawful and conducive to the attainment of the objects of the Company.

1.3 **Application of income and property**

Subject to rules 1.4 and 10.1, the Company must apply its income and assets solely towards promoting the objects of the Company as stated in rule 1.2. No part of the Company's income may be paid or transferred directly or indirectly by way of dividend bonus or otherwise to Members.

1.4 **Certain payments allowed**

Rule 1.3 does not prevent the payment of reasonable remuneration to any officer or employee of the Company or to any Member of the Company or other person in return for service rendered to the Company. In addition rule 1.3 does not prevent the Company paying to a Member:

- (a) interest on money lent by the Member to the Company at a rate not exceeding the rate charged by Australian banks for overdrawn accounts;
- (b) reasonable remuneration for goods or services supplied by the Member to the Company in the ordinary course of business; and
- (c) reasonable rent for premises lent by the Member to the Company.

1.5 **Replaceable rules**

The replaceable rules referred to in section 141 do not apply to the Company and are replaced by the rules set out in this document.

1.6 **Definitions**

The following definitions apply in this document.

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

Adult means a person of 18 years of age or over.

Alternate means an alternate Director appointed under rule 4.1.

Application for Membership means an application in the form set out in Schedule 2.

Appointor in relation to an Alternate, means the Director who appointed the Alternate.

Associate Member means an organisation or body corporate whose name is entered in the Register as an associate member of the Company and who, in relation to a general meeting, has the right to be present but is not entitled to vote on any item of business to be considered at that meeting. **Associate Membership** shall be construed accordingly.

Board means the Directors acting collectively under this document.

Chief Executive Officer means a chief executive officer appointed under rule 7.1.

Code of Conduct means the code of conduct of the Company, a copy of which is set out in Schedule 3, as amended from time to time.

Company means the company named at the beginning of this document whatever its name is for the time being.

Director means a person who is, for the time being, a director of the Company including, where appropriate, an Alternate.

Due Date means 1 July each year.

Entrance Fee means:

- (a) in respect of Members, a fee of \$1; and
- (b) in respect of Associate Members, a fee of [\$100],

or such other figure as determined by the Board or any other person given such responsibility by the Board

First Peoples means Aboriginal persons and Torres Strait Islander persons.

Full Member in relation to a general meeting, or meeting of a Class of Members, means a Member who has the right to be present and to vote on at least one item of business to be considered at that meeting. **Full Membership** shall be construed accordingly.

Initial Director means a Director appointed on incorporation of the Company.

Initial Term means a term commencing on the date of incorporation of the Company and ending at the annual general meeting convened in the fifth year following incorporation.

Member means a person whose name is entered in the Register as a Full Member or an Associate Member of the Company. **Membership** shall be construed accordingly.

Ordinary Resolution means, in the case of a meeting of Members, a resolution passed at a meeting of Members by a majority of the votes cast by Full Members entitled to vote on the resolution and in the case of a meeting of a Class of Members, a resolution passed at a meeting of that Class of Members by a majority of the votes cast by Full Members entitled to vote on the resolution.

Prohibited Person means a person who, at any time within the 5 years preceding the time of application for membership, has been convicted of an offence of dishonesty including an offence of or in the nature of stealing or fraud.

Register means the register of Members kept as required by sections 168 and 169 of the Act.

Secretary means, during the term of that appointment, a person appointed as a secretary of the Company in accordance with this document.

Special Resolution has the meaning given by section 9.

Statutory Declaration means a statutory declaration in the form set out in Schedule 1.

Subscription Fee means:

- (a) in respect of Members, a fee of \$1 per annum; and
- (b) in respect of Associate Members, a fee of \$150 per annum,

or such other figure as determined by the Board or any other person given such responsibility by the Board.

1.2 Interpretation of this document

Headings are for convenience only, and do not affect interpretation. The following rules also apply in interpreting this document, except where the context makes it clear that a rule is not intended to apply.

- (a) A reference to:
 - (i) legislation (including subordinate legislation) is to that legislation as amended, modified in relation to the Company, re-enacted or replaced, and includes any subordinate legislation issued under it;
 - (ii) a document or agreement, or a provision of a document or agreement, is to that document, agreement or provision as amended, supplemented, replaced or novated;
 - (iii) a person includes any type of entity or body of persons, whether or not it is incorporated or has a separate legal identity, and any executor, administrator or successor in law of the person; and
 - (iv) anything (including a right, obligation or concept) includes each part of it.
- (b) A singular word includes the plural, and vice versa.
- (c) A word which suggests one gender includes the other genders.
- (d) If a word is defined, another part of speech has a corresponding meaning.
- (e) 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.
- (f) The word **agreement** includes an undertaking or other binding arrangement or understanding, whether or not in writing.
- (g) A power to do something includes a power, exercisable in the like circumstances, to revoke or undo it.
- (h) A reference to a power is also a reference to authority or discretion.
- (i) A reference to something being **written** or **in writing** includes that thing being represented or reproduced in any mode in a visible form.
- (j) A word (other than a word defined in rule 1.6) which is defined by the Act has the same meaning in this document where it relates to the same matters as the matters for which it is defined in the Act.
- (k) A reference to a Chapter, Part, Division, or section is a reference to a Chapter, Part, Division or section of the Act.

2. MEMBERSHIP

2.1 Full Membership

Subject to rules 2.14 and 2.15, the Full Members are:

- (a) the initial Members named in the application for the Company's registration (who will be Members of the Class for which they are eligible which will be stated adjacent to their names in the Register); and

(b) any other person the Board admits to membership under rule 2.5(f).

2.2 **Full Membership Classes and eligibility for Membership of a Class**

(a) The Full Membership of the Company shall be divided into the Classes identified in the Table below.

(b) To be eligible for Full Membership a person must:

- (i) be an Adult Aboriginal and/or Torres Strait Islander person with a disability; or
- (ii) be an Adult primary carer of an Aboriginal and/or Torres Strait Islander person with a disability; and
- (iii) be eligible for Membership of a Class; and
- (iv) not be a Prohibited Person.

TABLE

Class Number	Class of Members	Eligibility for Membership of Class
1.	New South Wales	Adult Aboriginal and/or Torres Strait Islander person with a disability, whose usual place of residence has been in New South Wales for a period of 1 year immediately preceding the date of the person's application for Membership and remains so throughout their Membership term.
2.	Queensland	Adult Aboriginal and/or Torres Strait Islander person with a disability, whose usual place of residence has been in Queensland for a period of 1 year immediately preceding the date of the person's application for Membership and remains so throughout their Membership term.
3.	Victoria	Adult Aboriginal and/or Torres Strait Islander person with a disability, whose usual place of residence has been in Victoria for a period of 1 year immediately preceding the date of the person's application for Membership and remains so throughout their Membership term.
4.	South Australia	Adult Aboriginal and/or Torres Strait Islander person with a disability, whose usual place of residence has been in South Australia for a period of 1 year immediately preceding the date of the person's application for Membership and remains so throughout their Membership term.
5.	Carers	A person who is resident in any State or Territory of Australia and who acts as a primary carer of an

Class Number	Class of Members	Eligibility for Membership of Class
		Aboriginal and/or Torres Strait Islander person with disability.

- (c) If a Full Member ceases to be eligible for membership of the Class to which it is registered due to relocation, then:
- (i) if that Full Member's new place of residence is in a State that is represented by a Membership Class, he or she shall automatically become a Full Member of that Class after a period of 3 months from the date of relocation; and
 - (ii) if that Full Member's new place of residence is not in a State that is represented by a Membership Class, then the Board may expel that Member in accordance with rule 2.15.
- (d) If a Full Member ceases to be eligible for membership of the Class to which it is registered for any reason other than relocation, then the Board may expel from the Company that Full Member in accordance with rule 2.15.

2.3 **Associate Members**

- (a) The Board may admit organisations or bodies corporate as Associate Members of the Company.
- (b) Associate Members must pay the Subscription Fee payable by Associate Members in accordance with rule 2.8(b)(ii).

2.4 **Application for Full Membership**

- (a) The Board must provide each applicant for Full Membership ("**Applicant**"):
 - (i) a copy of the Statutory Declaration;
 - (ii) an Application for Full Membership; and
 - (iii) details of the address to which applications must be sent.
- (b) In order to apply for Full Membership of the Company, an Applicant must provide to the Board:
 - (i) their completed Statutory Declaration;
 - (ii) their completed Application for Full Membership;
 - (iii) the appropriate Entrance Fee for a Full Member; and
 - (iv) any other information reasonably requested by the Company.

2.5 **Board approval of Full Membership applications**

- (a) The Board must assess each application received by the Board under rule 2.4(b) at the Board meeting following receipt of the relevant application and determine whether the Applicant meets the criteria for membership in rule 2.2(b).

- (b) Unless the information provided by the Applicant in their Statutory Declaration under rule 2.4(b)(i) is disputed prior to the meeting at which the Application is being assessed under paragraph (a), the Board may rely on the Applicant's Statutory Declaration in determining whether the Applicant meets the criteria for membership in rule 2.2(b).
- (c) The Board must not:
 - (i) admit a person to Full Membership of more than one Class;
 - (ii) admit a person to Full Membership except as a member of a Class;
 - (iii) admit to Full Membership in any particular Class, a person who does not satisfy the Full Membership qualifications of that Class as set out at rule 2.2;
 - (iv) admit to Full Membership a person who is not either an Adult Aboriginal or Torres Strait Islander person with a disability or an Adult primary carer of an Aboriginal or Torres Strait Islander person with a disability; nor
 - (v) admit to Full Membership a person who is a Prohibited Person.
- (d) If the Board determines that an Applicant does not meet the criteria for Full Membership under rule 2.2(b), the Board must notify the Applicant of the decision and the grounds for that decision and return the Entrance Fee the accompanied the Application.
- (e) Subject to rule 2.5(c), an Applicant will be admitted as a Full Member when the Board approves the person's application.
- (f) When the Board approves a person's application in accordance with rule 2.5(e) that person's name and address must be entered in the Register, at which time the Applicant becomes a Full Member of the Company.

2.6 **Application for Associate Membership**

A corporation or association may apply to the Company to become an Associate Member by providing to the Board:

- (a) a completed Application for Associate Membership;
- (b) the appropriate Entrance Fee for Associate Members; and
- (c) any other information reasonably requested by the Company.

2.7 **Board approval of applications for Associate Membership**

- (a) An applicant under rule 2.6 will be admitted as an Associate Member if the Board approves the application in its complete discretion.
- (b) If the Board determines not to approve the application, the Board will notify the Applicant of the decision and return the Entrance Fee that accompanied the application.
- (c) If the Board approves an application in accordance with rule 2.7(a) that corporation or association's name and registered address must be entered in the Register, at which time the applicant becomes an Associate Member of the Company.

2.8 **Fees**

- (a) Entrance Fees
 - (i) Each Full Member must pay the Entrance Fee in respect of Full Members at the time of making its Application for Full Membership under rule 2.4(b).
 - (ii) Each Associate Member must pay the Entrance Fee in respect of Associate Members at the time of making its Application for Associate Membership under rule 2.6.
- (b) Subscription Fees
 - (i) Each Full Member must pay the Subscription Fee in respect of Full Members on the Due Date each year commencing on the first Due Date that occurs after the date that the Member's name and address is entered in the Register.
 - (ii) Each Associate Member must pay the Subscription Fee in respect of Associate Members on the Due Date each year commencing on the first Due Date that occurs after the date that the Associate Member's name and address is entered in the Register.
- (c) All Entrance Fees and Subscription Fees paid under this rule will become the property of the Company.

2.9 **Term of Membership**

- (a) Unless the Full Member resigns or is expelled, a Full Member remains a Full Member of the Company for as long as the Full Member continues to pay the appropriate annual Subscription Fee in accordance with rule 2.8(b)(i).
- (b) Unless the Associate Member resigns or is expelled, an Associate Member remains an Associate Member of the Company for as long as the Associate Member continues to pay the appropriate annual Subscription Fee in accordance with rule 2.8(b)(ii).

2.10 **Rights of Full Members**

Each Full Member has the following rights:

- (a) to receive notice of, attend and vote at meetings of Members;
- (b) to vote to appoint a Member as a Director on the Board as a representative of that Member's Class, in accordance with rule 3.2;
- (c) to vote to remove a Director appointed by that Class, in accordance with rule 3.2, and to appoint another Director in accordance with that rule; and
- (d) to receive information about the Company's activities.

2.11 **Rights of Associate Members**

Each Associate Member has the following rights:

(a) to receive notice of and attend meetings of Members (for the avoidance of doubt, no Associate Member will be entitled to vote at any meeting of Members); and

(b) to receive information about the Company's activities.

2.12 **Limited liability of Members**

If the Company is wound up each Member undertakes to contribute to the assets of the Company up to an amount not exceeding two dollars for payment of the debts and liabilities of the Company including the costs of the winding up. This undertaking continues for one year after a person ceases to be a Member.

2.13 **Cessation of Membership**

A person ceases to be a Member of the Company and a corporation or association ceases to be an Associate Member if it:

(a) resigns its membership in accordance with rule 2.14;

(b) is expelled from the Company in accordance with rule 2.15; or

(c) fails to pay the appropriate Subscription Fee within 6 months of the Due Date.

2.14 **Resigning as a Member**

(a) A Member may resign from the Company by giving written notice to the Board.

(b) Upon resignation from the Company, the Board must remove that Member's name from the Register.

2.15 **Expelling a Full Member**

(a) The Board may expel from the Company any Full Member:

(i) who does not comply with this document or any by-laws, rules or regulations of the Company;

(ii) who ceases, in the opinion of the Board, to be eligible for Full Membership;

(iii) who fails to comply with the Code of Conduct; or

(iv) whose conduct in the opinion of the Board is prejudicial to the interests of the Company,

and remove that Full Member's name from the Register.

(b) At least 21 days before the Board holds a meeting of directors to consider a resolution to expel a Full Member, the Board must give a written notice to the Full Member which states:

(i) the proposed resolution for the Full Member's expulsion;

(ii) the ground(s) on which the resolution to expel the Full Member is proposed;

(iii) that the Full Member has an opportunity at the meeting to address the allegations either orally or in writing; and

- (iv) that if the Full Member notifies the Secretary in writing at least 48 hours before the meeting, the Full Member may elect to have the question of their expulsion dealt with by the Company in general meeting.
- (c) The Company may by Ordinary Resolution of all Full Members expel a Full Member and remove the Full Member's name from the Register. The vote must be taken by poll.
- (d) A Full Member expelled from the Company does not have any claim on the Company, its funds or its property.

2.16 **Expelling an Associate Member**

- (a) The Board may, in its complete discretion, expel from the Company any Associate Member:
 - (i) who does not comply with this document or any by-laws, rules or regulations of the Company;
 - (ii) who fails to comply with the Code of Conduct; or
 - (iii) whose conduct in the opinion of the Board is prejudicial to the interests of the Company,and remove that Associate Member's name from the Register.
- (b) At least 21 days before the Board holds a meeting of Directors to consider a resolution to expel an Associate Member, the Board must give a written notice to the Associate Member which states:
 - (i) the proposed resolution for the Associate Member's expulsion;
 - (ii) the ground(s) on which the resolution to expel the Associate Member is proposed; and
 - (iii) that the Associate Member has an opportunity at the meeting to address the allegations either orally or in writing.
- (c) The Company may by Ordinary Resolution of all Full Members expel an Associate Member and remove the Associate Member's name from the Register. The vote must be taken by poll.
- (d) An Associate Member expelled from the Company does not have any claim on the Company, its funds or its property.

3. **DIRECTORS**

3.1 **Eligibility to be a Director**

- (a) A Director appointed to represent a Class of Members must be a Full Member of that Class.
- (b) Neither the auditor of the Company nor any partner, director or employee of the auditor is eligible to act as a Director.
- (c) The Initial Members are the Initial Directors for the Initial Term.

3.2 **Appointment of Directors by Members after Initial Term**

- (a) The Members of each Class are entitled to appoint from time to time up to 2 Directors to the Board to represent that Class.
- (b) Members of each Class must hold a Class meeting to decide on the appointment of a Director and the appointment of a Director must be notified in writing to the Company.
- (c) Each Director is entitled to one vote for any resolution put forward at a Board meeting.

3.3 **Appointment by the Board**

Subject to this document, and to the number of Directors for the time being fixed under rule 3.4 not being exceeded, the Board may appoint a person to be a Director to fill a vacancy at any time except during a general meeting. Any Director so appointed automatically retires at the next annual general meeting and is eligible for election by a Class by that general meeting.

3.4 **Number of Directors**

- (a) The Company must have at least 5 Directors, consisting of at least 1 Director appointed from each Class.
- (b) The Company must not have more than 14 Directors in total, with no more than 2 Directors appointed from each Class. If at any time there are more than five Classes, then the Company must not have more than 1 Director appointed from each Class.
- (c) At all times each Class must be represented by the same number of Directors.
- (d) A Director may only be appointed in respect of a particular Class.
- (e) If at any time the Company fails to comply with this rule, this will not affect the validity of Board meetings held at this time.

3.5 **Term of appointment**

- (a) At the end of the Initial Term, one Initial Director from each Class must retire. The Initial Directors from each Class must agree between them which Director is to retire. If they do not agree, they must draw lots to decide which of them must retire.
- (b) One year following the end of the Initial Term, each Initial Director that did not retire under rule 3.5(a) must retire.
- (c) Following the Initial Term, any Director appointed under rule 3.2 automatically retires upon the 3rd anniversary of his/her appointment.
- (d) A Director appointed under rule 3.3 to fill a vacancy arising under rules 3.6, 3.7 or 3.8 must retire when the Director replaced would have been required to retire if not removed.
- (e) An Initial Director and a Director who retires under this rule 3.5 is eligible for re-election by Ordinary Resolution of his/her Class provided that the director standing for re-election does not cast a vote in respect of his/her re-election.

3.6 **Time of retirement**

A Director's retirement under rule 3.5 takes effect at the end of the relevant annual general meeting unless the Director is re-elected at that meeting.

3.7 **Revocation of a Director's appointment by Members of a Class**

Members of each Class must hold a Class meeting to decide on the revocation of a Director's appointment and the revocation of a Director's appointment must be notified in writing to the Company. The Director will cease to act as a director from the date such notice is received by the Company.

3.8 **Cessation of Director's appointment**

A person automatically ceases to be a Director if the person:

- (a) is not permitted by the Act (or an order made under the Act) to be a director;
- (b) becomes disqualified from managing corporations under Part 2D.6 and is not given permission or leave to manage the Company under section 206F or 206G;
- (c) becomes of unsound mind or physically or mentally incapable of performing the functions of that office;
- (d) fails to attend (either personally or by an Alternate) three consecutive Board meetings (not including meetings of a committee of the Board) without leave of absence from the Board;
- (e) resigns by notice in writing to the Company;
- (f) ceases to be eligible to act as a Director under rule 3.1;
- (g) is removed from office under rule 3.9; or
- (h) is expelled as a Member under rule 2.15.

3.9 **Removal from office**

- (a) Whether or not a Director's appointment was expressed to be for a specified period, the Company by Ordinary Resolution may remove a Director from office. The power to remove a Director under this rule is in addition to section 203D.
- (b) If the Board appoints a Director under rule 3.3 to fill the vacancy created by a removal in accordance with paragraph (a), the replacement Director must be from the same Class as the Director so removed.

3.10 **Too few Directors**

If the number of Directors is reduced below the minimum required by rule 3.4(a), the continuing Directors may act as the Board only:

- (a) to convene a meeting of Members; and
- (b) in emergencies.

4. **ALTERNATE DIRECTORS**

4.1 **Appointment of Alternates**

A Director (other than an Alternate) may appoint a person who is approved by the Board (without the vote of the Appointor) to act as Alternate for a specified period or each time the Appointor is unable to attend a Board meeting or act as a Director.

4.2 **Notice of Board meetings**

If the Appointor requests the Company to give the Alternate notice of Board meetings, the Company must do so. Unless the Appointor has requested it, the Company need not give notice of Board meetings to an Alternate.

4.3 **Obligations and entitlements of Alternates**

An Alternate:

- (a) may attend and vote in place of the Appointor at a Board meeting at which the Appointor is not present;
- (b) if also a Director, has a separate right to vote as Alternate;
- (c) if Alternate for more than one Appointor, has a separate right to vote in place of each Appointor;
- (d) when acting as Alternate, is an officer of the Company and subject to all the duties, and entitled to exercise all the powers and rights, of the Appointor as a Director; and
- (e) with the approval of the Board, is entitled to reasonable travelling, accommodation and other expenses incurred in attending meetings of the Board or of the Company or while otherwise engaged on the business of the Company on the same basis as other Directors but is not entitled to any other remuneration from the Company (but the Appointor may further remunerate the Alternate).

4.4 **Termination of appointment**

The Appointor may at any time revoke the appointment of a person as an Alternate whether or not that appointment is for a specified period. Any appointment of an Alternate immediately ceases if:

- (a) the Appointor ceases to be a Director; or
- (b) an event occurs which would cause the Alternate to cease to be a Director under rule 3.8 if the Alternate were a Director.

4.5 **Appointments and revocations in writing**

The Appointor must appoint, and revoke the appointment of, any Alternate in writing. The appointment or revocation is not effective until a copy is provided to the Company.

5. **POWERS OF THE BOARD**

5.1 **Powers generally**

Except as otherwise required by the Act, any other applicable law or this document, the Board:

- (a) has power to manage the business of the Company; and
- (b) may exercise every right, power or capacity of the Company to the exclusion of the Company in general meeting and the Members.

5.2 **Exercise of powers**

A power of the Board can be exercised only:

- (a) by resolution passed at a meeting of the Board or otherwise in accordance with rule 12; or
- (b) in accordance with a delegation of the power under rule 7.2 or 8.

6. **EXECUTING NEGOTIABLE INSTRUMENTS**

Negotiable instruments can be executed, accepted, endorsed for and on behalf of the Company by being signed by two Directors or a Director and Secretary or in such other manner (including the use of facsimile signatures if thought appropriate) as the Board may decide.

7. **CHIEF EXECUTIVE OFFICER**

7.1 **Appointment and power of Chief Executive Officer**

- (a) The Board by special resolution may appoint a person to be a Chief Executive Officer for a specified term (but not for life) or without specifying a term.
- (b) The Chief Executive Officer is entitled to attend all Board meetings [to which he/she is invited].
- (c) The Chief Executive Officer is not entitled to vote at Board meetings.
- (d) The Chief Executive Officer must not be a Member.
- (e) The remuneration of the Chief Executive Officer must be determined by the Board.
- (f) The Chief Executive Officer must not be a Director.

7.2 **Delegation**

The Board may delegate any of the powers of the Board to the Chief Executive Officer on the terms and subject to any restrictions the Board decides and may revoke the delegation at any time.

7.3 **Termination of appointment of Chief Executive Officer**

The appointment of a Chief Executive Officer terminates if:

- (a) the Chief Executive Officer resigns; or

- (b) the Board, by 75% majority of votes cast by Directors at a Board meeting, removes the Chief Executive Officer from the office of chief executive officer (which, without affecting the rights of the Chief Executive Officer under any contract between the Company and the Chief Executive Officer, the Board has power to do), whether or not the appointment was expressed to be for a specified term.

7.4 **Role of Chief Executive Officer**

The role of the Chief Executive Officer includes:

- (a) managing the Company on a day to day basis in accordance with the powers delegated to the Chief Executive Officer under rule 7.2;
 - (b) the general administration of the Company; and
 - (c) reporting to the Board on the Company's activities and operations,
- subject to lawful direction and delegations from, and supervision by, the Board.

8. **DELEGATION OF BOARD POWERS**

8.1 **Power to delegate**

The Board may delegate any of its powers as permitted by section 198D.

8.2 **Power to revoke delegation**

The Board may revoke a delegation previously made whether or not the delegation is expressed to be for a specified period.

8.3 **Terms of delegation**

A delegation of powers under rule 8.1 may be made:

- (a) for a specified period or without specifying a period; and
- (b) on the terms (including power to further delegate) and subject to any restrictions the Board decides.

A document of delegation may contain the provisions for the protection and convenience of those who deal with the delegate that the Board thinks appropriate.

8.4 **Proceedings of committees**

Subject to the terms on which a power of the Board is delegated to a committee, the meetings and proceedings of committees are, to the greatest extent practical, governed by the rules of this document which regulate the meetings and proceedings of the Board.

9. **DIRECTORS' DUTIES AND INTERESTS**

9.1 **Compliance with duties under the Act and general law**

Each Director must comply with his or her duties under the Act and under the general law.

9.2 **Director can hold other offices etc**

A Director may:

- (a) hold any office or place of profit or employment other than that of the Company's auditor or any director or employee of the auditor;
- (b) be a member of any corporation (including the Company) or partnership other than the Company's auditor; or
- (c) be a creditor of any corporation (including the Company) or partnership; or
- (d) enter into any agreement with the Company.

9.3 **Disclosure of interests**

Each Director must comply with the general law in respect of disclosure of conflicts of interest and with section 191 in respect of disclosure of material personal interests.

9.4 **Director interested in a matter**

Each Director must comply with section 195 in relation to being present, and voting, at a Board meeting that considers a matter in which the Director has a material personal interest. Subject to section 195:

- (a) a Director may be counted in a quorum at a Board meeting that considers, and may vote on, any matter in which that Director has a conflict of interest;
- (b) 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;
- (c) the Director may retain benefits under the transaction even though the Director has the interest; and
- (d) the Company cannot avoid the transaction merely because of the existence of the interest.

If the interest is required to be disclosed under section 191, paragraph (c) applies only if it is disclosed before the transaction is entered into.

9.5 **Agreements with third parties**

The Company cannot avoid an agreement with a third party merely because a Director:

- (a) fails to make a disclosure of an interest or duty; or
- (b) is present at, or counted in the quorum for, a Board meeting that considers or votes on that agreement.

9.6 **Obligation of secrecy**

Every Director and Secretary must keep the transactions and affairs of the Company and the state of its financial reports confidential unless required to disclose them:

- (a) in the course of duties as an officer of the Company;
- (b) by the Board or the Company in general meeting; or

- (c) by law.

The Company may require a Director, Secretary, auditor, trustee, committee member or other person engaged by it to sign a confidentiality undertaking consistent with this rule. A Director or Secretary must do so if required by the Company.

10. **DIRECTORS' REMUNERATION**

10.1 **Restrictions on payments to Directors**

Subject to rule 10.2, rule 10.3 and rule 11 the Company must not pay fees or other remuneration to a Director.

10.2 **Payments to Directors with Board approval**

With the approval of the Board the Company may pay to a Director:

- (a) reasonable expenses (including travelling and accommodation) incurred in carrying out duties as a Director;
- (b) reasonable remuneration for any service rendered by the Director to the Company in a professional or technical capacity where the amount payable is approved by the Board and is on reasonable commercial terms;
- (c) reasonable remuneration where the Director is an employee of the Company and the terms of employment have been approved by the Board;
- (d) interest on money lent by the Director to the Company at a rate not exceeding the rate charged by Australian banks for overdrawn accounts;
- (e) reasonable remuneration for goods supplied by the Director to the Company in the ordinary course of business; and
- (f) reasonable rent for premises leased by the Director to the Company.

10.3 **Payments to Directors with members approval**

The Company at a meeting of members may approve payments to Directors as reasonable remuneration for services provided by a Director in his or her capacity as a Director (eg a sitting fee).

11. **OFFICERS' INDEMNITY AND INSURANCE**

11.1 **Indemnity**

Subject to and so far as permitted by the Act, the *Competition and Consumer Act 2010* (Cth) and any other applicable law:

- (a) the Company must indemnify every officer of the Company and its wholly owned subsidiaries and may indemnify its auditor against a Liability incurred as such an officer or auditor to a person (other than the Company or a related body corporate) including a Liability incurred as a result of appointment or nomination by the Company or subsidiary as a trustee or as an officer of another corporation, unless the Liability arises out of conduct involving a lack of good faith; and
- (b) the Company may make a payment (whether by way of advance, loan or otherwise) in respect of legal costs incurred by an officer or employee or auditor

in defending an action for a Liability incurred by such an officer, employee or auditor or in resisting or responding to actions taken by a government agency or a liquidator.

In this rule, Liability means a liability of any kind (whether actual or contingent and whether fixed or unascertained) and includes costs, damages and expenses, including costs and expenses incurred in connection with any investigation or inquiry by a government agency or a liquidator.

11.2 **Insurance**

Subject to the Act and any other applicable law, the Company may enter into, and pay premiums on, a contract of insurance in respect of any person.

11.3 **Former officers**

The indemnity in favour of officers under rule 11.1 is a continuing indemnity. It applies in respect of all acts done by a person while an officer of the Company or one of its wholly owned subsidiaries even though the person is not an officer at the time the claim is made.

11.4 **Deeds**

Subject to the Act, the *Competition and Consumer Act 2010* (Cth) and any other applicable law, the Company may, without limiting a person's rights under this rule 11, enter into an agreement with a person who is or has been an officer of the Company or any of the Company's subsidiaries, to give effect to the rights of the person under this rule 11 on any terms and conditions that the Board thinks fit.

12. **BOARD MEETINGS**

12.1 **Convening Board meetings**

A Director may at any time, and a Secretary must on request from a Director, convene a Board meeting.

12.2 **Notice of Board meeting**

The convenor of each Board meeting:

- (a) must give reasonable notice of the meeting (and, if it is adjourned, of its resumption) individually to:
 - (i) each Director who is in Australia; and
 - (ii) each Alternate in respect of whom the Appointor has given notice under rule 4.2 requiring notice of Board meetings to be given to that Alternate or whose Appointor is not given notice due to being outside Australia; and
- (b) may give that notice orally (including by telephone) or in writing,

but failure to give notice to, or non-receipt of notice by, a Director does not result in a Board meeting being invalid.

12.3 **Use of technology**

A Board meeting may be held using any means of audio or audio-visual communication by which each Director participating can hear and be heard by each other Director

participating or in any other way permitted by section 248D. A Board meeting held solely or partly by technology is treated as held at the place at which the greatest number of the Directors present at the meeting is located or, if an equal number of Directors is located in each of two or more places, at the place where the chairperson of the meeting is located.

12.4 **Chairing Board meetings**

- (a) The Board must elect a Director who is either:
 - (i) an Aboriginal Person, or
 - (ii) a Torres Strait Islander Person,with a disability to be Chairperson of the Board.
- (b) The Board may decide the period for which that Director holds that office.
- (c) If there is no Chairperson of Directors or the Chairperson is not present within 15 minutes after the time for which a Board meeting is called or is unwilling to act, the Directors present must elect a Director present to chair the meeting.

12.5 **Quorum**

Unless the Board decides otherwise, the quorum for a Board meeting is 1 Director from each of three Classes and a quorum must be present for the whole meeting. An Alternate who is also a Director or a person who is an Alternate for more than one Appointor may only be counted once toward a quorum. A Director is treated as present at a meeting held by audio or audio-visual communication if the Director is able to hear or otherwise understand and be heard or otherwise understood by all others attending. If a meeting is held in another way permitted by section 248D, the Board must resolve the basis on which Directors are treated as present.

12.6 **Majority decisions**

- (a) A resolution of the Board is passed if a majority of the votes cast by Directors entitled to vote on the resolution are cast in favour of it.
- (b) If an equal number of votes is cast for and against a resolution, the Chairperson has a casting vote.
- (c) If no Chairperson has been appointed or is present and an equal number of votes is cast for and against a resolution, then the matter is decided in the negative.

12.7 **Procedural rules**

The Board may adjourn and, subject to this document, otherwise regulate its meetings as it decides.

12.8 **Written resolution**

If all the Directors entitled to receive notice of a Board meeting and to vote on the resolution sign a document containing a statement that they are in favour of the resolution set out in the document, a Board resolution in those terms is passed at the time when the last Director signs.

12.9 **Additional provisions concerning written resolutions**

For the purpose of rule 12.8:

- (a) two or more separate documents in identical terms, each of which is signed by one or more Directors, are treated as one document;
- (b) signature of a document by an Alternate is not required if the Appointor of that Alternate has signed the document;
- (c) signature of a document by the Appointor of an Alternate is not required if that Alternate has signed the document in that capacity; and
- (d) a facsimile or electronic message containing the text of the document expressed to have been signed by a Director that is sent to the Company is a document signed by that Director at the time of its receipt by the Company.

12.10 **Valid proceedings**

Each resolution passed or thing done by, or with the participation of, a person acting as a Director or member of a committee is valid even if it is later discovered that:

- (a) there was a defect in the appointment of the person; or
- (b) the person was disqualified from continuing in office, voting on the resolution or doing the thing.

13. **MEETINGS OF MEMBERS**

13.1 **Annual general meeting**

The Company must hold an annual general meeting as required by section 250N.

13.2 **Calling meetings of Members**

A meeting of Members:

- (a) may be convened at any time by the Board or a Director; and
- (b) must be convened by the Board when required by section 249D or 250N or by order made under section 249G.

13.3 **Notice of meeting**

Subject to rule 13.4, at least 21 days' written notice of a meeting of Members must be given individually to:

- (a) each Member (whether or not the Member is entitled to vote at the meeting);
- (b) each Director (other than an Alternate); and
- (c) to the auditor.

Subject to any regulation made under section 249LA, the notice of meeting must comply with section 249L and may be given in any manner permitted by section 249J(3).

13.4 **Short notice**

Subject to sections 249H(3) and (4):

- (a) if the Company has elected to convene a meeting of Members as the annual general meeting, if all the Members entitled to attend and vote agree; or
- (b) otherwise, if Members who together have power to cast at least 95% of the votes that may be cast at the meeting agree,

a resolution may be proposed and passed at a meeting of which less than 21 days' notice has been given.

13.5 **Postponement or cancellation**

Subject to sections 249D(5) and 250N, the Board may:

- (a) postpone a meeting of Members;
- (b) cancel a meeting of Members; or
- (c) change the place for a general meeting,

by written notice given individually to each person entitled to be given notice of the meeting.

13.6 **Fresh notice**

If a meeting of Members is postponed or adjourned for one month or more, the Company must give new notice of the resumed meeting.

13.7 **Technology**

The Company may hold a meeting of Members at two or more venues using any technology that gives the Members as a whole a reasonable opportunity to participate.

13.8 **Accidental omission**

The accidental omission to give notice to, or the non-receipt of notice by, any of those entitled to it does not invalidate any resolution passed at a meeting of Members.

13.9 **Class meetings**

Rules 13 to 18 apply to a separate meeting of:

- (a) Full Members;
- (b) a Class of Full Members; and
- (c) Associate Members

as far as they are capable of application and modified as necessary.

14. **PROCEEDINGS AT MEETINGS OF MEMBERS**

14.1 **Member present at meeting**

If a Member has appointed a proxy or attorney or (in the case of a Member which is a body corporate) a representative to act at a meeting of Members, that Member is taken to be present at a meeting at which the proxy, attorney or representative is present.

14.2 **Quorum**

The quorum for a meeting of Members is 5 Members with at least 1 Member present from each Class. Each individual present may only be counted once toward a quorum. If a Member has appointed more than one proxy or representative only one of them may be counted towards a quorum.

14.3 **Quorum not present**

If a quorum is not present within 15 minutes after the time for which a meeting of Members is called:

- (a) if called as a result of a request of Members under section 249D, the meeting is dissolved; and
- (b) in any other case:
 - (i) the meeting is adjourned to the day, time and place that the Board decides and notifies to Members, or if no decision is notified before then, to the same time on the same day in the next week at the same place; and
 - (ii) if a quorum is not present at the adjourned meeting, the meeting is dissolved.

14.4 **Chairing meetings of Members**

If the Board has appointed a Director to chair Board meetings, that Director may also chair meetings of Members. If:

- (a) there is no Director who the Board has appointed to chair Board meetings for the time being; or
- (b) the Director appointed to chair Board meetings is not present at the time for which a meeting of Members is called or is not willing to chair the meeting,

the Members present must elect a Member or Director present to chair the meeting.

14.5 **Attendance at general meetings**

- (a) Every Member has the right to attend all meetings of Members.
- (b) Every Director has the right to attend and speak at all meetings of Members.
- (c) The auditor has the right to attend any meeting of Members and to speak on any part of the business of the meeting which concerns the auditor in the capacity of auditor.

14.6 **Adjournment**

Subject to rule 13.6, the chairperson of a meeting of Members at which a quorum is present:

- (a) may; and
- (b) must, if directed by Ordinary Resolution of the meeting, adjourn it to another time and place.

14.7 **Business at adjourned meetings**

The only business that may be transacted at a meeting resumed after an adjournment is the business left unfinished immediately before the adjournment.

15. **PROXIES, ATTORNEYS AND REPRESENTATIVES**

15.1 **Appointment of proxies**

A Member may appoint a proxy to attend and act for the Member at a meeting of Members. An appointment of proxy must be made by written notice to the Company:

- (a) that complies with section 250A(1); or
- (b) in any other form and mode that is, and is signed or otherwise authenticated by the Member in a manner, satisfactory to the Board.

15.2 **Member's attorney**

A Member may appoint an attorney to act, or to appoint a proxy to act, at a meeting of Members. If the appointor is an individual, the power of attorney must be signed in the presence of at least one witness.

15.3 **Deposit of proxy appointment forms, powers of attorney and proxy appointment authorities**

An appointment of a proxy or an attorney is not effective for a particular meeting of Members unless:

- (a) in the case of a proxy, the proxy appointment form and, if it is executed by an attorney, the relevant power of attorney or a certified copy of it; and
- (b) in the case of an attorney, the power of attorney or a certified copy of it,

are received by the Company at its registered office or a fax number at that office (or another address specified for the purpose in the relevant notice of meeting) 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.

15.4 **Corporate representatives**

An Associate Member that is a body corporate may appoint an individual to act as its representative at meetings of Members as permitted by section 250D.

15.5 Appointment for particular meeting, standing appointment and revocation

A Member may appoint a proxy, attorney or representative to act at a particular meeting of Members or make a standing appointment and may revoke any appointment. A proxy, attorney or representative may, but need not, be a Member.

15.6 Position of proxy or attorney if Member present

The appointment of a proxy or attorney is not revoked by the Member attending and taking part in the general meeting, but if the Member votes on a resolution, the proxy or attorney is not entitled to vote, and must not vote, as the Member's proxy or attorney on the resolution.

15.7 Priority of conflicting appointments of attorney or representative

If more than one attorney or representative appointed by a Member is present at a meeting of Members and the Company has not received notice of revocation of any of the appointments:

- (a) an attorney or representative appointed to act at that particular meeting may act to the exclusion of an attorney or representative appointed under a standing appointment; and
- (b) subject to rule 15.7(a), an attorney or representative appointed under a more recent appointment may act to the exclusion of an attorney or representative appointed earlier in time.

15.8 More than one current proxy appointments

An appointment of proxy by a Member is revoked (or, in the case of a standing appointment, suspended for that particular meeting) if the Company receives a further appointment of proxy from that Member which would result in there being more than one proxy of that Member entitled to act at a meeting. The appointment of proxy made first in time is the first to be treated as revoked or suspended by this rule.

15.9 Continuing authority

An act done at a meeting of Members by a proxy, attorney or representative is valid even if, before the act is done, the appointing Member:

- (a) dies or becomes mentally incapacitated;
- (b) becomes bankrupt or an insolvent under administration or is wound up; or
- (c) revokes the appointment or revokes the authority under which the appointment was made by a third party,

unless the Company has received written notice of the matter before the start or resumption of the meeting at which the vote is cast.

16. ENTITLEMENT TO VOTE

16.1 Number of votes

- (a) Each Member has one vote on a show of hands or a poll.
- (b) A Member who is present and entitled to vote and is also a proxy, attorney or representative of another Member has one vote on a show of hands.

16.2 **Casting vote of chairperson**

If an equal number of votes is cast for and against a resolution at a meeting of Members, the chairperson has a casting vote.

16.3 **Voting restrictions**

If:

(a) the Act requires that some Members are not to vote on a resolution, or that votes cast by some Members be disregarded, in order for the resolution to have an intended effect; and

(b) the notice of the meeting at which the resolution is proposed states that fact,

those Members have no right to vote on that resolution and the Company must not count any votes purported to be cast by those Members. If a proxy purports to vote in a way or in circumstances that contravene section 250BB(1), on a show of hands the vote is invalid and the Company must not count it and on a poll rule 17.3(c) applies.

16.4 **Decision on right to vote**

A Member or Director may challenge a person's right to vote at a meeting of Members. A challenge may only be made at the meeting. A challenge, or any other doubt as to the validity of a vote, must be decided by the chairperson, whose decision is final.

17. **HOW VOTING IS CARRIED OUT**

17.1 **Method of voting**

A resolution put to the vote at a meeting of Members must be decided on a show of hands unless a poll is demanded under rule 17.2 either before or on declaration of the result of the vote on a show of hands. Unless a poll is demanded, the chairperson's declaration of a decision on a show of hands is final.

17.2 **Demand for a poll**

A poll may be demanded on any resolution (except a resolution concerning the election of the chairperson of a meeting) by:

(a) at least 3 Members entitled to vote on the resolution; or

(b) the chairperson.

The demand for a poll does not affect the continuation of the meeting for the transaction of other business and may be withdrawn.

17.3 **When and how polls must be taken**

If a poll is demanded:

(a) if the resolution is for the adjournment of the meeting, the poll must be taken immediately and, subject to rule 17.3(c), in the manner that the chairperson of the meeting directs;

(b) in all other cases, the poll must be taken at the time and place and, subject to rule 17.3(c), in the manner that the chairperson of the meeting directs;

- (c) votes which section 250A(4) requires to be cast in a given way must be treated as cast in that way;
- (d) a person voting who has the right to cast two or more votes need not cast all those votes and may cast those votes in different ways; and
- (e) the result of the poll is the resolution of the meeting at which the poll was demanded.

18. **RESOLUTIONS WITHOUT MEETINGS**

18.1 **Written resolutions**

Subject to section 249A(1), the Company may pass a resolution without a general meeting being called or held if the resolution is set out in a document:

- (a) if the Company has only one member, signed in the manner set out in section 249B; or
- (b) if the Company has more than one member, signed in the manner set out in section 249A.

18.2 **Signature of resolutions**

The Company may treat a document on which a facsimile or electronic signature appears or which is otherwise acknowledged by a member in a manner satisfactory to the Board as being signed by that member.

19. **SECRETARY**

19.1 **Appointment of Secretary**

The Board:

- (a) must appoint at least one individual; and
- (b) may appoint more than one individual,

to be a Secretary either for a specified term or without specifying a term.

19.2 **Terms and conditions of office**

A Secretary holds office on the terms (including as to remuneration) that the Board decides. The Board may vary any decision previously made by it in respect of a Secretary.

19.3 **Cessation of Secretary's appointment**

The person automatically ceases to be a Secretary if the person:

- (a) is not permitted by Act (or an order made under the Act) to be a secretary of a company;
- (b) becomes disqualified from managing corporations under Part 2D.6 and is not given permission or leave to manage the Company under section 206F or 206G;
- (c) becomes of unsound mind or physically or mentally incapable of performing the functions of that office;

- (d) resigns by notice in writing to the Company; or
- (e) is removed from office under rule 19.4.

19.4 **Removal from office**

The Board may remove a Secretary from that office whether or not the appointment was expressed to be for a specified term.

20. **MINUTES**

20.1 **Minutes must be kept**

The Board must cause minutes of:

- (a) proceedings and resolutions of meetings of the Company's Members;
- (b) the names of Directors present at each Board meeting or committee meeting;
- (c) proceedings and resolutions of Board meetings (including meetings of a committee to which Board powers are delegated under rule 8);
- (d) resolutions passed by Directors without a meeting; and
- (e) disclosures and notices of Directors' interests,

to be kept in accordance with sections 191, 192 and 251A.

20.2 **Minutes as evidence**

A minute recorded and signed in accordance with section 251A is evidence of the proceeding, resolution or declaration to which it relates unless the contrary is proved.

20.3 **Inspection of minute books**

The Company must allow Members to inspect, and provide copies of, the minute books for the meetings of Members in accordance with section 251B.

21. **COMPANY SEALS**

21.1 **Common seal**

The Board:

- (a) may decide whether or not the Company has a common seal; and
- (b) is responsible for the safe custody of that seal (if any) and any duplicate seal it decides to adopt under section 123(2).

21.2 **Use of seals**

The common seal and duplicate seal (if any) may only be used with the authority of the Board. The Board must not authorise the use of a seal that does not comply with section 123.

21.3 **Fixing seals to documents**

The fixing of the common seal, or any duplicate seal, to a document must be witnessed:

- (a) by two Directors;
- (b) by one Director and one Secretary; or
- (c) by any other signatories or in any other way (including the use of facsimile signatures) authorised by the Board.

22. **FINANCIAL REPORTS AND AUDIT**

22.1 **Company must keep financial records**

The Board must cause the Company to keep written financial records that:

- (a) correctly record and explain its transactions (including transactions undertaken as trustee) and financial position and performance; and
- (b) would enable true and fair financial statements to be prepared and audited,

and must allow a Director and the auditor to inspect those records at all reasonable times.

22.2 **Financial reporting**

The Board must cause the Company to prepare a financial report and a Directors' report that comply with Part 2M.3 and must report to Members in accordance with section 316A as required.

22.3 **Audit**

The Board must cause the Company's financial report for each financial year to be audited and obtain an auditor's report. The eligibility, appointment, removal, remuneration, rights and duties of the auditor are regulated by Division 3 of Part 2M.3, Divisions 1 to 6 of Part 2M.4 and sections 1280, 1289, 1299B and 1299C.

22.4 **Inspection of financial records and books**

Subject to rule 20.3 and section 247A, a Member who is not a Director does not have any right to inspect any document of the Company except as authorised by the Board or by Ordinary Resolution.

23. **REGISTER OF MEMBERS**

The Company must set up and maintain a Register of Members.

In accordance with section 169, the Register must contain the following information:

- (a) the name and address of each Member;
- (b) the date on which the entry of the Member's name in the Register is made;
- (c) the name and details of each person who stopped being a Member within the last seven years;
- (d) the date on which the person stopped being a Member; and
- (e) an index of Members' names if the Company has more than 50 Members and the Register itself is not kept in a form that operates effectively as an index.

24. **REVOCATION OF DEDUCTIBLE GIFT RECIPIENT STATUS**

If at any time the endorsement of the Company as a deductible gift recipient is revoked, then any remaining gifts, deductible contributions and any money received in respect of such gifts and contributions must be transferred to an organisation in Australia whose objects are charitable and which is endorsed as a deductible gift recipient pursuant to Division 30 of the *Income Tax Assessment Act 1997* (Cth) or any other relevant taxing provision conferring equivalent status and has been recognised as such by relevant taxing authorities.

25. **WINDING UP**

(a) Subject to paragraph (b), in the event of the winding up of the Company, any surplus property remaining after satisfaction of all the Company's debts and liabilities must not be paid to, or distributed amongst, the Members, but must be paid or transferred to an organisation in Australia the constituent documents of which:

- (i) require the organisation to pursue objects similar to those of the Company and to apply its income solely towards promoting those objects; and
- (ii) prohibit the organisation from making distributions to its members.

such organisation to be determined by the Directors, or failing determination, by the liquidator of the Company.

(b) If at the time of winding up, the Company is endorsed as a deductible gift recipient pursuant to Division 30 of the *Income Tax Assessment Act 1997* (Cth), then all remaining gifts, deductible contributions and any money received in respect of such gifts and contributions must be transferred to an organisation in Australia whose objects are charitable and which is endorsed as a deductible gift recipient pursuant to Division 30 of the *Income Tax Assessment Act 1997* (Cth) or any other relevant taxing provision conferring equivalent status and has been recognised as such by relevant taxing authorities.

26. **NOTICES**

26.1 **Notices by Company**

A notice is properly given by the Company to a Member if it is:

- (a) in writing signed on behalf of the Company (by original or printed signature);
- (b) addressed to the Member to whom it is to be given; and
- (c) either:
 - (i) delivered personally;
 - (ii) sent by prepaid mail (by airmail, if the addressee is overseas) to that Member's address;
 - (iii) sent by fax to the fax number (if any) nominated by that Member; or
 - (iv) sent by electronic message to the electronic address (if any) nominated by that Member.

26.2 **Overseas Members**

A Member whose registered address is not in Australia may notify the Company in writing of an address in Australia to which notices may be sent.

26.3 **When notice is given**

A notice to a Member by the Company is regarded as given and received:

- (a) if it is delivered personally:
 - (i) by 5.00 pm (local time in the place of receipt) on a business day - on that day; or
 - (ii) after 5.00 pm (local time in the place of receipt) on a business day, or on a day that is not a business day - on the next business day;
- (b) if it is sent by fax or electronic message:
 - (i) by 5.00 pm (local time in the place from which it is sent or given) on a business day - on that day; or
 - (ii) after 5.00 pm (local time in the place from which it is sent or given) on a business day, or on a day that is not a business day - on the next business day; and
- (c) if it is sent by mail:
 - (i) within Australia - one business day after posting; or
 - (ii) to a place outside Australia - three business days after posting.

A certificate in writing signed by a Director or Secretary stating that a notice was sent is conclusive evidence of service.

26.4 **Business days**

For the purposes of rule 26.3, a business day is a day that is not a Saturday, Sunday or public holiday in the place to which the notice is sent.

26.5 **Counting days**

If a specified period must pass after a notice is given before an action may be taken, neither the day on which the notice is given nor the day on which the action is to be taken may be counted in reckoning the period.

26.6 **Notices to "lost" Members**

If:

- (a) on two or more consecutive occasions a notice served on a Member in accordance with this rule is returned unclaimed or with an indication that the Member is not known at the address to which it was sent; or
- (b) the Board believes on other reasonable grounds that a Member is not at the address shown in the Register or notified to the Company under rule 26.2,

the Company may give effective notice to that Member by exhibiting the notice at the Company's registered office for at least 48 hours. This rule ceases to apply if the Member gives the Company notice of a new address.

SIGNED by each person who consents to become a Member of the Company with effect from registration as evidence of that person's agreement to the terms of this constitution.

Schedule 1

STATUTORY DECLARATION FOR APPLICATION FOR MEMBERSHIP

TO: First Peoples Disability Network (Australia) Limited Alt[ABN/ACN] [number]

I, [name, address and occupation of Member] do solemnly and sincerely declare that:

1. I am over 18 years of age.
2. I was born on _____.
3. I am of Aboriginal and/or Torres Strait Islander descent.
4. I identify as an Aboriginal person and/or Torres Strait Islander person.
5. I am accepted by the community in which I live as an Aboriginal and/or Torres Strait Islander.
6. In the last 5 years I have not been convicted of an offence of dishonesty including an offence of or in the nature of stealing or fraud.
7. I am eligible for the New South Wales/Queensland/Victoria/South Australia/carers [please select one] Class of Membership because:
 - (a) I have lived in _____ [please refer to the Explanatory Note] for a period of _____ months/years [please refer to the Explanatory Note] prior to the date of my nomination for Membership; and
 - (b) I intend to continue to have my usual place of residence in _____ [please refer to the Explanatory Note] throughout my Membership term; or
 - (c) I act as a primary carer of an Aboriginal and/or Torres Strait Islander person with disability.

And I make this solemn declaration by virtue of the *Oaths Act* (NT), conscientiously believing the statements contained in this declaration to be true in every particular and in the belief that a person making a false declaration is guilty of an offence.

Before me:

Signature

Signature of proposed Member

Full name

Declared at

[place]

on [day] of [month and year]

Address

Qualification

[eg Justice of Peace]

EXPLANATORY NOTES

To be eligible for Membership of a Class, the applicant must have lived in New South Wales, Queensland, Victoria or South Australia for at least one year prior to applying for Membership unless the application is for Membership of the Class specified in 7(c) above.

ANNEXURE 1

A statutory declaration under the *Statutory Declarations Act 1959* may be made before–

1. a person who is currently licensed or registered under a law to practise in one of the following occupations:
 - (a) Chiropractor
 - (b) Dentist
 - (c) Legal practitioner
 - (d) Medical practitioner
 - (e) Nurse
 - (f) Optometrist
 - (g) Patent attorney
 - (h) Pharmacist
 - (i) Physiotherapist
 - (j) Psychologist
 - (k) Trade marks attorney
 - (l) Veterinary surgeon
2. a person who is enrolled on the roll of the Supreme Court of a State or Territory, or the High Court of Australia, as a legal practitioner (however described); or
3. a person who is in the following list:
 - 3.1 Agent of the Australian Postal Corporation who is in charge of an office supplying postal services to the public
 - 3.2 Australian Consular Officer or Australian Diplomatic Officer (within the meaning of the *Consular Fees Act 1955*)
 - 3.3 Bailiff
 - 3.4 Bank officer with 5 or more continuous years of service
 - 3.5 Building society officer with 5 or more years of continuous service
 - 3.6 Chief executive officer of a Commonwealth court
 - 3.7 Clerk of a court
 - 3.8 Commissioner for Affidavits
 - 3.9 Commissioner for Declarations
 - 3.10 Credit union officer with 5 or more years of continuous service

- 3.11 Employee of the Australian Trade Commission who is:
 - (a) in a country or place outside Australia; and
 - (b) authorised under paragraph 3 (d) of the *Consular Fees Act 1955*; and
 - (c) exercising his or her function in that place
- 3.12 Employee of the Commonwealth who is:
 - (a) in a country or place outside Australia; and
 - (b) authorised under paragraph 3 (c) of the *Consular Fees Act 1955*; and
 - (c) exercising his or her function in that place
- 3.13 Fellow of the National Tax Accountants' Association
- 3.14 Finance company officer with 5 or more years of continuous service
- 3.15 Holder of a statutory office not specified in another item in this list
- 3.16 Judge of a court
- 3.17 Justice of the Peace
- 3.18 Magistrate
- 3.19 Marriage celebrant registered under Subdivision C of Division 1 of Part IV of the *Marriage Act 1961*
- 3.20 Master of a court
- 3.21 Member of Chartered Secretaries Australia
- 3.22 Member of Engineers Australia, other than at the grade of student
- 3.23 Member of the Association of Taxation and Management Accountants
- 3.24 Member of the Australian Defence Force who is:
 - (a) an officer; or
 - (b) a non-commissioned officer within the meaning of the *Defence Force Discipline Act 1982* with 5 or more years of continuous service; or
 - (c) a warrant officer within the meaning of that Act
- 3.25 Member of the Institute of Chartered Accountants in Australia, the Australian Society of Certified Practising Accountants or the National Institute of Accountants
- 3.26 Member of:
 - (a) the Parliament of the Commonwealth; or
 - (b) the Parliament of a State; or
 - (c) a Territory legislature; or

- (d) a local government authority of a State or Territory
- 3.27 Minister of religion registered under Subdivision A of Division 1 of Part IV of the Marriage Act 1961
- 3.28 Notary public
- 3.29 Permanent employee of the Australian Postal Corporation with 5 or more years of continuous service who is employed in an office supplying postal services to the public
- 3.30 Permanent employee of:
 - (a) the Commonwealth or a Commonwealth authority; or
 - (b) a State or Territory or a State or Territory authority; or
 - (c) a local government authority;with 5 or more years of continuous service who is not specified in another item in this list
- 3.31 Person before whom a statutory declaration may be made under the law of the State or Territory in which the declaration is made
- 3.32 Police officer
- 3.33 Registrar, or Deputy Registrar, of a court
- 3.34 Senior Executive Service employee of:
 - (a) the Commonwealth or a Commonwealth authority; or
 - (b) a State or Territory or a State or Territory authority
- 3.35 Sheriff
- 3.36 Sheriff's officer
- 3.37 Teacher employed on a full-time basis at a school or tertiary education institution

Schedule 2

APPLICATION FOR MEMBERSHIP

(Rule 2.4)

I desire to become a Member of the **FIRST PEOPLES DISABILITY NETWORK (AUSTRALIA) LIMITED** and I agree to be bound by the Constitution of the Company and to comply with the Code of Conduct and I authorise my name to be entered on the Register of Members.

DATED this day of 20

Name in full:

Address:

Signature:

Schedule 3

Code of Conduct

First Peoples Disability Network (Australia) Limited Statement of Professional Ethics and Code of Conduct

1. Purpose

First Peoples Disability Network is committed to working on behalf of disadvantaged people in the community. The purpose of this policy is to apply a code of professional ethics to the workplace, which is consistent with the mission, values, and objectives of First Peoples Disability Network.

2. Scope

For the purposes of Policy and Procedures an employee may be a Board Member, staff member (permanent, part time or casual) or a volunteer

3. Dealing with people

When dealing with the internal and external clients, employees will be respectful, honest and courteous. They will give accurate information and prompt attention, and observe fairness and equity in their dealings with others. They will give priority to the needs of the disadvantaged in project planning and delivery, not personal or organisational motivation.

They will develop respect and understanding for the culture, beliefs and lifestyle of others.

4. Job Standards

Employees will endeavour to comply with relevant job standards, paying appropriate attention to quality and detail and are expected to:

- (a) satisfactorily meet the requirements of the position, and follow instructions that are reasonable and lawful, and within their capability and training.
- (b) be encouraged to report suspected corrupt or fraudulent practices of others
- (c) endeavour to minimise adverse environmental effects of their actions in accordance with the Work Health and Safety Act 2011.
- (d) observe the relevant provisions for conditions of employment and safety as described in First Peoples Disability Network Work Health and Safety Policy.
- (e) create a co-operative, equitable and effective workplace.

5. Behaviour on the job

All employees are required to demonstrate the following behaviours:

- (a) only claim to have those skills that they can demonstrate
- (b) perform their duties unaffected by the consumption of alcohol or the use of other drugs
- (c) recognise the First Peoples Disability Network Smoke Free Workplace Policy

- (d) not discriminate, harass, bully, threat or use abusive language in the workplace
- (e) respect diversity in the workplace
- (f) do not use their position to exert inappropriate influence over others
- (g) not make false and unsubstantiated allegations against others
- (h) respect elders and value experiences that others bring

6. Commitment to the Work of the Organisation

All employees and members are expected to:

- (a) share a commitment to the values and objectives of First Peoples Disability Network.
- (c) work within priorities identified by First Peoples Disability Network Board and management.
- (d) actively participate in First Peoples Disability Network planning and consultative processes where appropriate and contribute to the development of the organisation and the community sector.
- (e) use the line management structure and welcome constructive feedback and criticism.

7. Teamwork

In the interests of collective pursuit all employees are expected to:

- (a) work together towards reaching objectives and organizational goals, and communicate regularly with one another about progress.
- (b) look for ways to improve work methods and to solve workplace and community problems
- (c) give support and guidance to each other, ensure appropriate training and development and recognise each other' s results and achievements
- (d) respect skills and efforts of others

8. Use of Resources

All employees are expected to:

- (a) ensure that they have the necessary delegation to authorise expenditure.
- (b) only use First Peoples Disability Network' materials, facilities, funds, people and equipment for authorised purposes and take responsible steps to prevent misuse by others
- (c) ensure proper care is taken with assets under their control
- (d) conserve and efficiently use resources through recycling, energy saving and waste minimisation

9. **Information**

All employees are expected to:

- (a) be aware of First Peoples Disability Network policy regarding privacy and confidentiality, and observe this policy and related procedures when disclosing sensitive or confidential information. Provide access to information when required by law or to assist other employees in their duties.
- (b) not misuse information obtained at work either for financial reward or gain, or for taking advantage of another person
- (c) be aware of First Peoples Disability Network policies regarding information management and follow First Peoples Disability Network practices in the collection, storage and disposal of files and other records.

10. **Attendance**

Staff members will attend work at times agreed with supervisors, notify supervisors and other stakeholders of their absences, report and account for all leave taken, record attendance and obtain approval before changing their work times.

11. **Conflict of Interest**

Employees may occasionally encounter conflicts of interest when participating in First Peoples Disability Network decision making processes, as other professional or personal roles intersect. Potential areas where a conflict of interest may arise include:

- (a) other recruitment of staff or contractors
- (b) proposing to undertake projects or enter into partnerships with other agencies
- (c) representing First Peoples Disability Network in other forums.

In general, a conflict of interest can be said to arise if it is likely that the performance of a person's duties as an First Peoples Disability Network staff member could be prejudicially influenced by that person's private or personal interest, or that a reasonable person would believe that the person could be so influenced.

First Peoples Disability Network expects that employees will be mindful of potential conflicts of interest, and declare a conflict of interest before it arises.

Appropriate action can then be taken in consultation with supervisor and management. For instance, a staff member may need to withdraw from a particular selection panel or committee where their participation presents a conflict of interest.

First Peoples Disability Network encourages and supports staff members becoming involved in community activities and volunteer work in their personal lives. However, it is possible that staff members undertaking volunteer or professional roles outside First Peoples Disability Network that could give rise to a conflict of interest, or a perception of conflict (e.g. staff undertaking consultancy work for member organisations or government agencies). As a result First Peoples Disability Network expects that all staff members declare their involvement in external activities related to the work of First Peoples Disability Network when they are employed, and discuss and plan with their supervisor how any potential conflicts of interest can be managed. Staff members taking on other (new) work outside of First Peoples Disability Network, need to inform the Executive Officer.

12. Personal use of First Peoples Disability Network resources

Staff members and volunteers are generally permitted to use First Peoples Disability Network equipment for personal use provided that this does not impact negatively on their work, or on First Peoples Disability Network resources. Staff members can use First Peoples Disability Network phones, fax machines, or computers for personal use within reasonable limits. Where team members or managers feel that a staff member's personal use of First Peoples Disability Network resources is unreasonable, they should attempt to negotiate a solution with the person concerned.

Staff members are asked to pay if they are using the photocopier for large documents (over 50 pages). Staff members are asked to attach stamps to personal correspondence and not use the First Peoples Disability Network mail system.

Staff members are permitted to use First Peoples Disability Network computers for personal use within reasonable limits. Staff are asked not to post attachments to their email accounts at work, or bring in floppy disks which have been used elsewhere, as this presents a virus risk to the First Peoples Disability Network's network.

First Peoples Disability Network staff doing computer based work from home must have adequate virus protection software installed on their computers at home.

Using the internet for personal use is acceptable within reasonable limits; however, using First Peoples Disability Network computers to access pornographic or gambling-related material is not permitted.

13. Adherence to the Code

The contravention of this Code may lead to a verbal warning by the President of the Board. Repeat behaviour may lead to further disciplinary action.