

# **Outdoors NSW & ACT Limited**

## **ACN: 657 112 260**

### **Constitution**

**A company limited by guarantee**

**Effective as from 2nd October 2024**

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## Part A – General

### 1 Definitions and interpretation

#### 1.1 Definitions

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In this document, the following definitions will apply:

**AGM or Annual General Meeting** means the annual General Meeting of the Company required to be held by the Company in each calendar year under section 250N(2) of the Corporations Act.

**ASIC** means the Australian Securities and Investments Commission.

**Associate Member** means a Member satisfying the criteria set out in clause 8.3(i) and listed in the Members' Register as an Associate Member.

**Board** means the Directors acting collectively under this document.

**Board Appointed Director** means a Director appointed by the Board under clause 37.4(a).

**Committee** has the meaning given to that term in clause 58.1.

**Company** means Outdoors NSW & ACT Limited (ACN: 657 112 260)

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

**Director** means a person appointed or elected as a director of the Company in accordance with this document .

**Elected Director** means a Director elected to the Board by the Members in accordance with this document.

**Executive Officer** means a Chairperson, Deputy Chairperson, Treasurer or Secretary.

**General Meeting** means a general meeting of Members and includes the AGM.

**Guarantee** has the meaning given to that term in clause 4.1.

**Honorary Member** means a Member satisfying the criteria set out in clause 8.3(g) and listed in the Members' Register as an **Honorary** Member.

**Initial Member** means a person who is named in the application for registration of the Company, with his or her or its consent, as a proposed member of the Company.

**Life Member** means a Member satisfying the criteria set out in clause 8.3(h) and listed in the Members' Register as a Life Member.

**Member** means a person admitted to membership (of any class) of the Company in accordance with this document but, where used in connection with voting, means a Voting Member.

**Member Present** means, in connection with a meeting, a Member present at the venue for the meeting in person, by proxy, by attorney or, where the Member is a body corporate, by representative.

**Members' Register** means the register of Members kept under the Corporations Act.

**Objects** has the meaning given to that term in clause 5.1.

**Outdoor Community** means businesses, organisations and individuals which provide services in the following subsector groups:

- (a) outdoor education;
- (b) outdoor recreation;
- (c) outdoor tourism; and
- (d) outdoor adventure therapy,

and which use the outdoors as a medium to produce health and wellbeing outcomes.

**Outdoor Member** means a Member satisfying the criteria set out in clause 8.3(a) and listed in the Members' Register as an Outdoor Member.

**Outdoor Member Plus** means a Member satisfying the criteria set out in clause 8.3(b) and listed in the Members' Register as an Outdoor Member Plus.

**Outdoor Member School** means a Member satisfying the criteria set out in clause 8.3(c) and listed in the Members' Register as an Outdoor Member School.

**Outdoor Student** means a Member satisfying the criteria set out in clause 8.3(d) and listed in the Members' Register as an Outdoor Student.

**Outdoor Professional** means a Member satisfying the criteria set out in clause 8.3(e) and listed in the Members' Register as an Outdoor Professional.

**Policies** has the meaning given to that term in clause 71.

**Seal** means any common seal or official seal of the Company.

**Secretary** means the person appointed as secretary of the Company under clause 56.

**Special Resolution** means a resolution of the Company the passage of which requires at least 75% of the votes cast by Members Present at the meeting and entitled to vote on that resolution.

**Summit Partner** means a Member satisfying the criteria set out in clause 8.3(f) and listed in the Members' Register as a Summit Partner.

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

**Treasurer** means the treasurer of the Board, elected under clause 55.

**Voting Member** means a Member satisfying the criteria to be an Outdoor Member, Outdoor Member Plus, Outdoor Member School, Outdoor Student, Outdoor Professional, Summit Partner, Honorary Member and Life Member , as set out in clause 8.3, and listed in the Members' Register as a Voting Member.

## 1.2 Interpretation

In this document, unless the context otherwise requires:

- (a) words denoting any gender include all genders;
- (b) headings are for convenience only and do not affect interpretation;
- (c) the singular includes the plural and vice versa;
- (d) any schedule or annexure attached to this document forms part of it;
- (e) a reference to a party includes its legal personal representatives, successors and permitted assigns;
- (f) a reference to a person includes a corporation, trust, partnership, unincorporated body or other entity, whether or not it comprises a separate legal entity;
- (g) a reference to a statute or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- (h) a reference to any government or quasi-government organisation or office includes its successor organisations and officeholders;
- (i) all references to '\$' and 'dollars' are to the lawful currency of Australia;
- (j) unless expressly stated to be otherwise, the meaning of general words is not limited by specific examples introduced by 'including', 'for example' or similar inclusive expressions; and
- (k) a reference to this document means this document and includes any variation or replacement of this document.

## 2 Application of the Corporations Act

- 2.1 The replaceable rules in the Corporations Act do not apply to the Company and are replaced by the rules set out in this document.
- 2.2 The Corporations Act overrides any clause in this document which is inconsistent with that Act.
- 2.3 Except to the extent expressly provided otherwise in this document, an expression in a provision of this document which relates to a particular provision of the Corporations Act has the same meaning as in that provision of the Corporations Act.

### **3 Company limited by guarantee**

3.1 The Company is a not-for-profit public company limited by guarantee.

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3.2 The liability of Members is limited to the amount of the Guarantee.

### **4 Guarantee**

4.1 Each Member must contribute an amount not exceeding \$10 (the **Guarantee**) to the property of the Company if the Company is wound up while the Member is a Member or within 12 months after he or she or it stops being a Member, for:

- (a) payment of the debts and liabilities of the Company incurred before the Member stopped being a Member;
- (b) payment of the costs of winding up; and
- (c) the adjustments of the rights of the Members among themselves.

## **Part B – Objects and powers**

### **5 Objects**

5.1 The objects for which the Company is established are:

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- (a) to encourage, promote, conduct, and administer outdoor education, recreation, therapy and adventure tourism throughout Australia;
- (b) to promote standards, techniques, awards and education to bodies and individuals involved in the delivery of outdoor education, recreation, therapy and adventure tourism in Australia;
- (c) to strive for and maintain government and public recognition of the Company as the peak body for the Outdoor Community in Australia;
- (d) to support any national rules, standards and procedures that assist in achieving the objectives of the Company;
- (e) to promote environmental considerations being taken into account in all outdoor experiences;
- (f) to promote the health and safety of participants in outdoor experiences;
- (g) to represent the interests of its Members and the Outdoor Community generally in any appropriate forum;
- (h) to act as a reference and liaison for government on all matters of relevance to the Outdoor Community within Australia;
- (i) to develop and establish communication with, and communication networks within, the Outdoor Community in Australia;

- (j) to encourage and promote cooperative and collaborative ventures between the various elements and activities in the Outdoor Community;
  - (k) to encourage an appreciation that the Outdoor Community is made up of four main subsector groups – outdoor education, recreation, adventure tourism and adventure therapy;
  - (l) to support a national peak body and collaborate with state peak bodies to affect ongoing growth in the outdoor community; and
  - (m) to undertake or promote actions or activities necessary, incidental or conducive to advancing the Objects,
- (together, the **Objects**).

5.2 None of the Objects will be construed so as to limit or be limited by any other Object.

5.3 The Company may also do anything which is ancillary or incidental to the Objects.

## **6 Powers**

6.1 Subject to clause 7, the Company has the following powers, which may only be used to carry out the Objects:

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- (a) the powers of an individual; and
- (b) all the powers of a company limited by guarantee under the Corporations Act.

## **7 Not-for-profit**

7.1 The income and assets of the Company:

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- (a) must only be applied towards the promotion of the Objects; and
- (b) subject to clause 7.2, must not be distributed in whole or in part directly or indirectly to Members.

7.2 Clause 7.1 does not stop the Company from paying a Member in good faith:

- (a) in return for any services rendered or goods supplied in the ordinary and usual course of business to the Company;
- (b) interest at a rate not exceeding current bank overdraft rates of interest for moneys lent; or
- (c) reasonable rent for premises let to the Company by that Member.

## Part C – Membership

### 8 Members

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8.1 The Members will be:

- (a) the Initial Members; and
- (b) any other person that the Board allows to be a Member in accordance with this document.

8.2 The Company must keep a register of all Members in accordance with the Corporations Act.

8.3 Members of the Company will fall into one of the following classes:

- (a) Outdoor Member – a company, partnership or individual that meets the criteria for an Outdoor member as determined by the Board from time to time. The current criteria for an Outdoor Member is set out in Schedule 1.

An Outdoor Member is entitled to one vote at all General and Annual General Meetings, except where the Member is suspended.

- (b) Outdoor Member Plus – a company, partnership or individual that meets the criteria for an Outdoor member plus as determined by the Board from time to time. The current criteria for an Outdoor Member Plus is set out in Schedule 1.

An Outdoor Member Plus is entitled to one vote at all General and Annual General Meetings, except where the Member is suspended.

- (c) Outdoor Member School – a school that meets the criteria for an Outdoor member school as determined by the Board from time to time. The current criteria for a Outdoor Member School is set out in Schedule 1.

An Outdoor Member School is entitled to one vote at all General and Annual General Meetings, except where the Member is suspended.

- (d) Outdoor Student – an individual that meets the criteria for an Outdoor student member as determined by the Board from time to time. The current criteria for an Outdoor Student is set out in Schedule 1.

An Outdoor Student is entitled to one vote at all General and Annual General Meetings, except where the Member is suspended.

- (e) Outdoor Professional – an individual that meets the criteria for an Outdoor professional as determined by the Board from time to time. The current criteria for an Outdoor Professional is set out in Schedule 1.

An Outdoor Professional is entitled to one vote at all General and Annual General Meetings, except where the Member is suspended.

- (f) Summit Partner – a company, partnership or individual that meets the criteria for a summit partner as determined by the Board from time to time. The current criteria for a Summit Partner is set out in Schedule 1.

A Summit Partner is entitled to one vote at all General and Annual General Meetings, except where the Member is suspended.,

- (g) Honorary Member – an individual that meets the criteria for an honorary member as determined by the Board from time to time. The current criteria for an Honorary Member is set out in Schedule 1.

An Honorary Member is entitled to one vote at all General and Annual General Meetings, except where the Member is suspended.

- (h) Life Member – an individual that meets the criteria for a life member as determined by the Board from time to time. The current criteria for a Full Member is set out in Schedule 1.

A Life Member is entitled to one vote at all General and Annual General Meetings, except where the Member is suspended.

(together, the **Voting Members**);

- (i) Associate Member– a company, partnership or individual that meets the criteria for an associate member as determined by the Board from time to time. The current criteria for an Associate Member is set out in Schedule 1.

An Associate Member has no voting rights under this document; and

- (j) such other classes of Member as may be created by the Board provided that no class created by the Board may be granted voting rights.

8.4 Only Voting Members are entitled to vote at a General Meeting.

8.5 Membership of the Company is personal to each Member and is not transferable, whether by operation of law or otherwise. No Member may assign the rights and privileges of membership to any other person and any attempt to do so will be void.

## **9 Admission of Members**

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9.1 A person may apply to become a Member by:

- (a) submitting an application, which is accepted by the Board, in which the Member undertakes to:
- (i) be bound by this document and any Policies (including Policies specific to the relevant class of membership);
  - (ii) pay the fees and levies determined to apply to the Member under clause 13; and
  - (iii) support the Company in the encouragement and promotion of the Objects; and

- (b) providing such other information in writing as the Board may require.
- 9.2 If the Board determines (in its sole discretion) that an applicant for membership has met the criteria applicable to the relevant class of membership set out in this document, the Board will direct the Secretary to record his or her or its name in the Members' Register and give the Member written notice of his or her or its admission.
- 9.3 The Board may reject an application for membership of the Company without giving any reason for the rejection. When an application is rejected, the Board will direct the Secretary to give the applicant written notice of the rejection and refund the application fee (if any) paid by the applicant.
- 9.4 Other than Initial Members, an applicant will become a Member when entered on the Members' Register.

## **10 Cessation of membership**

### **10.1 A person ceases to be a Member on:**

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- (a) resignation, with effect from receipt of written notice by the Secretary;
  - (b) death;
  - (c) becoming of unsound mind or a person who is, or whose estate is, liable to be dealt with in any way under the law related to mental health;
  - (d) if the Member is a body corporate, its being wound up, dissolved or otherwise ceasing to exist;
  - (e) the Member being expelled in accordance with clause 11, with effect from the date of the Board's resolution; or
  - (f) failing to respond within three months to a written request from the Secretary asking the Member to confirm that he or it wants to remain a Member.
- 10.2 A Member's rights and privileges of membership will cease on that person ceasing to be a Member for any reason and that person will have no claim against the Company or the Board for damages or otherwise arising from cessation or termination of membership.
- 10.3 The cessation of a Member's membership will not affect his or her or its duties, liabilities and obligations arising under this document or otherwise which arise from facts or circumstances occurring before the date of cessation and, in particular, will not affect his or her or its obligation to pay fees and levies under clause 13.

## **11 Misconduct and non-compliance with this document**

### **11.1 If any Member:**

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- (a) wilfully fails to comply with this document;

- (b) in the Board's opinion ceases to meet the criteria for its class of membership; or
- (c) behaves in a way which is causing, has caused or is likely to cause harm to the Company,

the Board may by resolution change that Member's class of membership or censure, suspend or expel the Member from the Company.

11.2 Any Member who is proposed for censure, suspension or expulsion must:

- (a) be given at least one week's notice of the Board meeting at which the resolution will be put, stating the nature of the allegations against the Member and the intended resolution; and
- (b) be given the opportunity to explain or defend his or her or its conduct at the Board meeting before the relevant resolution is passed.

## **12 Variation of Members' rights**

12.1 If at any time the membership of the Company is divided into different classes of Members, the rights attaching to any class may, unless otherwise provided by the terms of grant of membership of that class or by this document, be varied or abrogated:

- (a) with the written consent of Members with at least 75% of the votes in that class; or
- (b) by a Special Resolution passed at a separate general meeting of the Members of that class.

12.2 The provisions of this document relating to General Meetings apply to meetings of each separate class of Members to the extent that they can apply, except that a quorum will be two or more Members of that class and any Member present may demand a poll.

## **Part D – Fees and levies**

### **13 Membership fees and levies**

13.1 The Board must determine from time to time:

- (a) the application fee (if any) payable by an applicant for membership;
- (b) the amount of the annual subscription fee payable by each Member or any class of Members;
- (c) any other amounts to be paid by each Member or any class of Members, whether of a recurrent or any other nature and including levies required to provide additional funds for the operation of the Company; and

(d) the payment method and due date for payment of each amount payable.

13.2 Each Member must pay to the Company the amounts determined under clause 13.1 in accordance with clause 13.1(d).

## **14 Different fees or levies payable**

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14.1 In determining fees or levies, the Board may differentiate between:

- (a) classes of Members;
- (b) Members within the same class according to whether they are individuals, corporations or government bodies;
- (c) corporate Members within the same class according to their revenues; and
- (d) persons according to their place of residence or domicile.

## **15 Non-payment of fees or levies**

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A Member's rights and privileges of membership (including the rights to attend and vote at a General Meeting) are suspended while the payment of any subscription fee or other amount determined under clause 13.1 is in arrears greater than 90 days.

## **16 Deferral or reduction of fees or levies**

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16.1 The Board may defer the obligations of a Member to pay a subscription fee or other amount, or reduce (including to zero) the subscription fee or other amount payable by a Member, if the Board is satisfied that:

- (a) there are reasonable grounds for doing so;
- (b) the Company will not be materially disadvantaged as a result; and
- (c) the Member agrees to pay the deferred or (if greater than zero) the reduced subscription fee or other amount within a time fixed by the Board.

16.2 If the Board defers or reduces a subscription fee or other amount payable by a Member under this clause 16, that Member will retain his or her or its rights to attend and vote at a General Meeting, unless otherwise specified by the Board.

## **Part E – General Meetings**

### **17 Annual General Meeting**

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17.1 AGMs of the Company must be held at dates and venues determined by the Board in accordance with the Corporations Act.

- 17.2 Even if these items are not set out in the notice of meeting, the business of an AGM may include:
- (a) a review of the Company's activities;
  - (b) a review of the Company's finances;
  - (c) the election of Directors;
  - (d) any auditor's report; and
  - (e) the appointment and payment of auditors, if any.
- 17.3 Before or at the AGM, the Board must give information to the Members on the Company's activities and finances during the period since the last AGM.
- 17.4 The chairperson of the AGM must give Members as a whole a reasonable opportunity at the meeting to ask questions or make comments about the management of the Company.

## **18 Convening of General Meetings**

- 18.1 The Board may convene a General Meeting whenever it thinks fit.
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- 18.2 If Members with at least 5% of the votes that may be cast at a General Meeting make a written request to the Company for a General Meeting to be held, the Board must:
- (a) within 21 days of the Members' request, give all Members notice of a General Meeting; and
  - (b) hold the General Meeting within two months of the Members' request.
- 18.3 The percentage of votes referred to in clause 18.2 must be calculated as at midnight before the Members request the meeting.
- 18.4 The Members who make the request for a General Meeting must:
- (a) state in the request any resolution to be proposed at the meeting;
  - (b) sign the request; and
  - (c) give the request to the Company.
- 18.5 Separate copies of a document setting out the request may be signed by Members if the wording of the request is the same in each copy.
- 18.6 If the Board does not call a General Meeting within 21 days of a request under clause 18.2, 50% or more of the Members who made the request may call and arrange to hold a General Meeting:
- (a) as far as possible, following the procedures for General Meetings set out in this document;

- (b) calling the meeting using the list of Members on the Members' Register, which the Company must provide to the Members making the request at no cost; and
  - (c) holding the General Meeting within three months after the request was given to the Company.
- 18.7 The Company must pay the Members who request the General Meeting any reasonable expenses they incur because the Board did not call and hold the meeting.
- 18.8 The Board may cancel any meeting convened by the Board by notice in writing to all Members, but a meeting convened on the requisition of Members must not be cancelled without their consent.
- 18.9 Subject to the Corporations Act, the Board may postpone or change the venue for a General Meeting by giving notice to all Members, at least 72 hours before the meeting, specifying the new details for the meeting which will be taken to be convened pursuant to the original notice of meeting.

## **19 Giving of notice of meeting**

- 19.1 Subject to the Corporations Act and to clause 19.2, at least 21 days' notice of a meeting of the Company's Members must be given.
- 19.2 Subject to the Corporations Act and to clause 19.3, a shorter period of notice may be given:
  - (a) for an AGM, if all the Members entitled to attend and vote agree beforehand; and
  - (b) for any other General Meeting, if Members with at least 95% of the votes that may be cast at the meeting agree beforehand.
- 19.3 Notice of a General Meeting cannot be provided less than 21 days before the meeting if a resolution will be moved to:
  - (a) remove a Director;
  - (b) appoint a Director in order to replace a Director who was removed; or
  - (c) remove an auditor.

## **20 Contents of notice of meeting**

- 20.1 A notice of General Meeting of the Company's Members must:
  - (a) set out the place, date and time for the meeting (and, if the meeting is to be held in two or more places, the technology that will be used to facilitate this);
  - (b) state the general nature of the meeting's business;

- (c) in the case of an election of Directors, state the names of the candidates for election;
- (d) if a Special Resolution is to be proposed at the meeting, set out an intention to propose the Special Resolution and state the resolution; and
- (e) if a Member is entitled to appoint a proxy, contain a statement setting out the following information:
  - (i) that the Member has a right to appoint a proxy; and
  - (ii) whether or not the proxy needs to be a Member of the Company.

20.2 Without limiting clause 20.1, each notice of General Meeting will contain the information required by the Corporations Act.

20.3 The non-receipt of notice of a General Meeting or proxy form by, or the accidental failure to give notice of a General Meeting or a proxy form to, any person entitled to receive notice will not invalidate the proceedings of or any resolution passed at the meeting.

20.4 A person's attendance at a General Meeting waives any objection that the person may have as to a failure to give notice, or the giving of a defective notice, of the meeting except if the person at the beginning of the meeting objects to the holding of the meeting.

## **21 Business at General Meetings**

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21.1 Subject to clause 17.2, unless all Voting Members are present as Members Present (excluding proxies in favour of the chairperson) and agree otherwise, no business will be transacted at any General Meeting except as set out in the notice of the meeting.

## **22 Quorum**

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22.1 No business may be transacted at any General Meeting, except the election of a chairperson and the adjournment of the meeting, unless a quorum of Members is present when the meeting proceeds to business.

22.2 A quorum consists of any ten or more Members Present and entitled to vote.

22.3 When determining whether a quorum is present, a person may only be counted once (even if that person is a representative, proxy or attorney of more than one member).

## **23 If quorum not present**

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23.1 If a quorum is not present within 30 minutes after the time appointed for a General Meeting:

- (a) where the meeting was convened on the requisition of Members, the proposed meeting must be dissolved; or

- (b) in any other case, the meeting stands adjourned to such day, time and place as the Board decides or, if no decision is made by the Board, to the same day in the next week at the same time and place.
- 23.2 If, at an adjourned meeting, a quorum is not present within 30 minutes after the time appointed for the meeting, the meeting must be dissolved.

## **24 Chairperson of General Meetings - appointment and responsibilities**

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- 24.1 The chairperson of the Board, or in the chairperson's absence, the deputy chairperson (if any) must preside as chairperson at each General Meeting.
- 24.2 If at a General Meeting:
  - (a) there is no chair or deputy chairperson of the Board; or
  - (b) the chair or deputy chairperson of the Board is not present within 15 minutes after the time appointed for the meeting or is not willing to chair the meeting,the Directors present must elect one of their number or, in the absence of any Directors or if none of the Directors present are willing to act, the Members Present and entitled to vote must elect one of their number who is willing to act to be chair of the meeting.
- 24.3 The chairperson of a General Meeting is responsible for the general conduct of the meeting and may require the adoption of any procedures which are in his or her opinion necessary or desirable, including for the:
  - (a) proper and orderly debate and discussion, including limiting the time that a person present may speak on a motion or other item of business before the meeting;
  - (b) proper and orderly casting or recording of votes at the General Meeting, whether on a show of hands or on a poll, including the appointment of scrutineers; and
  - (c) determination of any dispute concerning the admission, validity or rejection of a vote at the meeting.
- 24.4 The chairperson of a General Meeting may refuse any person admission to, or require a person to leave and remain out of, the meeting if that person:
  - (a) in the opinion of that chairperson, is not complying with the reasonable directions of the chairperson;
  - (b) has any audio or visual recording or broadcasting device;
  - (c) has a placard or banner;
  - (d) has an article the chairperson considers to be dangerous, offensive or liable to cause disruption; or

- (e) is not entitled under the Corporations Act or this document to attend the meeting.

- 24.5 If the chairperson of a General Meeting is of the opinion that there are too many persons present at the meeting to fit into the venue where the meeting is to be held, the chairperson may nominate a separate meeting place using technology that gives those Members attending the meeting a reasonable opportunity to participate.
- 24.6 The chairperson may delegate any power conferred by this clause to any person.
- 24.7 Nothing in this clause limits the powers conferred by law on the chairperson of a General Meeting.

## **25 Adjournment of General Meetings**

- 25.1 The chairperson of a General Meeting may, in his or her discretion, and must if directed by the majority of the Members Present and entitled to vote, at any time during the course of the meeting adjourn the meeting or any business, motion or resolution being considered or remaining to be considered by the meeting either to a later time at the same meeting or to an adjourned meeting.
- 25.2 No business may be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.
- 25.3 Where a meeting is adjourned for 30 days or more, notice of the adjourned meeting must be given as for the original meeting. In all other cases, no notice of meeting needs to be given.
- 25.4 The Board may confirm or change the venue or time for the adjourned meeting by giving written notice to Members entitled to receive notice.

## **26 Decisions at General Meetings**

- 26.1 Except if the law requires a resolution to be decided by special majority, questions arising at a General Meeting are to be decided by a majority of votes cast by the Members Present and entitled to vote and any such decision is for all purposes a decision of the Members.
- 26.2 A resolution put to the vote of a General Meeting must be decided on a show of hands unless a poll is demanded before or immediately after the declaration of the result of the show of hands:
  - (a) by the chairperson of the meeting;
  - (b) by at least five Members Present and entitled to vote at the meeting; or
  - (c) by Members with at least 5% of the votes that may be cast on the resolution on a poll.
- 26.3 A poll cannot be demanded at a General Meeting on the election of a chairperson or on the adjournment of the meeting.

- 26.4 The demand for a poll may be withdrawn.
- 26.5 Except if a poll is duly demanded, a declaration by the chairperson of a meeting that a resolution has on a show of hands been carried or lost, and an entry to that effect in the minutes of the meeting, is conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the resolution.
- 26.6 A demand for a poll does not prevent the continuance of a General Meeting for the transaction of any business other than the question on which the poll has been demanded.
- 26.7 If a poll is duly demanded at a General Meeting, it will be taken in such manner and either at once or after an interval or adjournment or otherwise as the chairperson of the meeting directs.
- 26.8 The result of the poll will be the resolution of the meeting at which the poll was demanded.

## **27 Voting rights**

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- 27.1 Subject to this document and to any rights or restrictions attached to any class of Members, at a General Meeting:
- (a) on a show of hands, every Member Present and entitled to vote has one vote; and
  - (b) on a poll, every Member Present and entitled to vote has one vote.

## **28 Chairperson's casting vote**

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In the case of an equality of votes on any proposed resolution the chairperson of the meeting has a casting vote in addition to any vote which the chairperson may be entitled to as a Member, except where there are only two Members Present and entitled to vote.

## **29 Representatives of Members**

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- 29.1 At meetings of Members or classes of Members, each Member entitled to attend and vote may attend and vote in person, by proxy, by attorney or, where the Member is a body corporate, by representative under the Corporations Act.
- 29.2 A proxy, attorney or representative may be appointed for all General Meetings, or for any number of General Meetings, or for a particular General Meeting.
- 29.3 A proxy, attorney or representative does not need to be a Member.

### **30 Objections to voting**

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- 30.1 An objection to the qualification of a person to vote at a General Meeting:
- (a) must be raised before or at the meeting at which the vote objected to is given or tendered; and
  - (b) must be referred to the chairperson of the meeting, whose decision is final.
- 30.2 A vote allowed by the chairperson after an objection is valid for all purposes.

### **31 Appointment of proxies**

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- 31.1 A Member may appoint not more than two proxies or attorneys.
- 31.2 Subject to clauses 31.3, unless otherwise provided in the document or resolution appointing the person as proxy of a Member, a duly appointed proxy has the same rights to speak, demand a poll, join in demanding a poll or act generally at a meeting of Members to which the appointment relates as the appointing Member would have done if that Member was present at the meeting.
- 31.3 An appointment of two proxies or attorneys to vote at the same General Meeting will be of no effect where the authority of one is not conditional on the other failing to attend or vote.
- 31.4 A single proxy or attorney is entitled to vote on a show of hands.
- 31.5 Unless otherwise provided in the document or resolution appointing a person as proxy of a Member, the appointment confers authority to attend and vote at a meeting which is rescheduled, postponed or adjourned to another time or changed to another place, even though the appointment may refer to a specific meeting to be held at a specified time or place.

### **32 Form and effect of proxies**

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- 32.1 An instrument appointing a proxy or attorney need not be in any particular form provided its intention is clear, it is in writing, legally valid and:
- (a) in the case of a natural person, signed by the appointer;
  - (b) in the case of a company, executed under seal of the appointer or as the Corporations Act otherwise permits a company to execute; or
  - (c) in either case, signed by the appointer's attorney.
- 32.2 The Board may stipulate the form of an instrument appointing a proxy and the form contained in Schedule 2 must be accepted as a proxy.
- 32.3 An instrument appointing a proxy or attorney may direct the manner in which the proxy or attorney is to vote in respect of a particular resolution and, if it does, the proxy or attorney is not entitled to vote except as directed in the instrument.

- 32.4 A proxy or attorney may vote as the proxy or attorney thinks fit on any motion or resolution in respect of which no direction of voting is indicated in the appointing instrument.
- 32.5 A proxy may be given in favour of the chairperson of the meeting and, where the instrument does not specify the name of the proxy, the proxy will be taken to be given in favour of the chairperson.

### **33 Lodgement of proxies**

- 33.1 To be effective, an instrument appointing a proxy or attorney, and the original or an attested copy of the power of attorney or other authority (if any) under which the instrument is signed, must be received by the Company at least 48 hours before the meeting commences or resumes (as the case may be), or such shorter period that the Board accepts.
- 33.2 For the purposes of this clause 33, the Company receives these documents when they are received at any of the following:
- (a) the Company's registered office;
  - (b) a place, fax number or electronic address specified for that purpose in the notice of meeting.

### **34 Validity of proxies**

- 34.1 Subject to this document and the Corporations Act, a vote given in accordance with the terms of an instrument appointing a proxy or attorney is valid despite:
- (a) the death or unsoundness of mind of the appointer; or
  - (b) the revocation of the instrument or of the authority under which the instrument was signed,
- if notice in writing of the death, unsoundness of mind or revocation has not been received by the Company by the time the instrument appointing the proxy or attorney is required to be given to the Company.
- 34.2 The appointment of a proxy or attorney is not revoked by the appointer attending and taking part in the General Meeting except to the extent the appointer actually votes on any resolution.
- 34.3 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.
- 34.4 If a proxy of a Member purports to vote in a way or circumstances that contravene the Corporations 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 Corporations Act requires a proxy of a Member to cast in a given way must be treated as cast in that way.

### **35 Rights of non-Members to attend**

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#### **35.1 At any General Meeting:**

- (a) a Secretary who is not a Member will be entitled to be present and, at the request of the chairperson, to speak;
- (b) an auditor of the company will be entitled to be present and, at the request of the chairperson, to speak; and
- (c) any other person requested by the Board to attend will be entitled to be present and, at the request of the chairperson, to speak.

### **36 Circular resolutions of Members**

36.1 Subject to the Corporations Act, the Company may pass a resolution without a General Meeting being held if all the Members entitled to vote on the resolution sign a document containing a statement that they are in favour of the resolution set out in the document.

36.2 Separate copies of a document may be used for signing by Members if the wording of the resolution and statement is identical in each copy.

36.3 The resolution is passed when the last Member signs.

## **Part F – Directors – appointment, removal, retirement and payment**

### **37 Appointment**

37.1 The first Directors will be appointed by the Initial Members (or a majority of them).

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37.2 The first Directors will hold office until the first AGM, during which the first Elected Directors will be elected in accordance with the 'triennial rule' under clause 40.5.

37.3 Subject to the Corporations Act and this document, the Board may by resolution appoint any natural person to be a Director, either as an addition to the existing Directors or to fill a casual vacancy.

37.4 Subject to the Corporations Act and this document, the Board may at any time appoint any natural person to be a Director, either:

- (a) as an addition to the existing Elected Directors, subject to clause 38.2; or
- (b) to fill a casual vacancy.

### **38 Numbers of Directors**

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- 38.1 The minimum number of Directors is three.
- 38.2 The maximum number of Directors is to be fixed by the Board, but must not be more than nine. Up to six Directors are to be Elected Directors and up to three Directors may be Board Appointed Directors.
- 38.3 The number of Elected Directors must remain in the majority when appointing Board Appointed Directors

### **39 Eligibility for appointment or election as Director**

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- 39.1 A person is eligible for appointment or election as a Director if he or she:
- (a) is a:
    - (i) Member (excluding an Honorary Member or Life Member); or
    - (ii) representative or employee of a Member (excluding an Honorary Member or Life Member),at the time of appointment or election;
  - (b) in the case of election by the Members, is nominated by two Voting Members in writing lodged with the Secretary at least 30 days before the General Meeting at which the election is to take place (unless the person was previously elected as a Director at a General Meeting and has been a Director since that meeting);
  - (c) gives the Company his or her signed consent to act as a Director which, in the case of election at a General Meeting, has been lodged with the Secretary at least 30 days before the General Meeting at which the election is to take place; and
  - (d) is not ineligible to be a director under the Corporations Act.

### **40 Election of Directors**

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- 40.1 An Elected Director must be elected at an AGM as follows:
- (a) the Board must call for nominations no later than 2 months before the AGM;
  - (b) the Company Secretary must notify Members in writing at least 14 days before the holding of the AGM of the names of candidates and, in the case of an election being required, be supplied with any statement of intention submitted by any candidate under clause 40.2;
  - (c) if the number of candidates for Director positions on the Board does not exceed the number of vacant positions for Directors, then those candidate Members are to be declared at the AGM as having been elected as Directors of the Board;

- (d) if the number of candidates exceeds the number of positions available for Directors then the Directors are to be elected by a vote of the Voting Members by way of a secret ballot;
  - (e) Voting Members may not use a ballot paper other than the one sent to that Member and no duplicate ballot papers may be issued; and
  - (f) the Secretary must declare the results of the election at the AGM.
- 40.2 A candidate for election to the Board may submit a statement of intention to the Company, not exceeding 250 words, in relation to policies or plans for serving on the Board at the same time that they give the Company their signed consent to act as a Director in accordance with clause 39.1(c).
- 40.3 In all matters relating to an election of the Elected Directors for which no procedure is specifically prescribed in this Constitution, a procedure is to be adopted and followed as determined by the Board.
- 40.4 Each Elected Director will serve a term of approximately three years commencing from the meeting at which the Elected Director was elected, but, subject to clause 39, will be eligible for re-election or re-appointment.
- 40.5 **Triennial Rule**

There will be a staggered rotational system of election of Elected Directors in accordance with the 'triennial rule' as set out in this clause, such that at each AGM, approximately one-third of Elected Directors, each of whom has served a term of approximately three years, must retire from office.

(a) **Definitions**

In this clause:

**triennial rule** means the rule of the Company that provides for the election of Elected Directors in accordance with this document.

**year** means the period between successive AGMs.

(b) **First AGM under triennial rule**

- (i) The members elected to the Board at the first AGM at which the triennial rule applies must be divided into three groups.
- (ii) The groups must be:
  - (A) determined by drawing lots, and
  - (B) as nearly as practicable equal in number, and
  - (C) designated as group 1, group 2 and group 3.
- (iii) Unless otherwise disqualified, the members of the Board:
  - (A) in group 1 will hold office for one year, and

(B) in group 2 will hold office for two years, and

(C) in group 3 will hold office for three years.

(c) **Subsequent AGMs**

- (i) At each AGM held while the triennial rule is in force (other than the first such meeting) the number of the members required to fill vacancies on the Board must be elected and will, unless otherwise disqualified, hold office for three years.

(d) **Casual vacancies**

- (i) A person who fills a casual vacancy in the office of a member of the Board elected in accordance with this clause will, unless otherwise disqualified, hold office until the next succeeding AGM.
- (ii) The vacancy caused at a General Meeting by a person ceasing to hold office under subclause (1) will be filled by election at the General Meeting and the person elected will, unless otherwise disqualified, hold office for the residue of the term of office of the person who caused the casual vacancy initially filled by the person who ceased to hold office at the general meeting.

(e) **Re-election**

- (i) Subject to clause 40.5(e)(ii), a person whose term of office as an Elected Director of the Board under this clause expires is not for that reason ineligible for election for a further term.
- (ii) No person who has served as a Director for a period of three consecutive terms (9 years) will be eligible for re-election as a Director until the Annual General Meeting following the date of conclusion of their last term as a Director.

## **41 Removal**

41.1 Subject to the Corporations Act, the Company may at any time by resolution of its Members remove any Director from office.

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41.2 Subject to the Corporations Act, the Board may at any time by resolution remove any make up Director from office.

## **42 Vacation of office**

42.1 In addition to the circumstances in which an office of a Director becomes vacant under the Corporations Act or by a resolution under clause 37.3, the office of a Director becomes vacant if a Director:

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

- (b) fails to attend meetings of the Board for more than three consecutive months without leave of absence from the Board;
  - (c) no longer satisfies the eligibility requirements set out in clause 39;
  - (d) ceases to be a Voting Member or the representative or employee of a Voting Member
  - (e) dies; or
  - (f) resigns by notice in writing to the Company.
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### **43 Payment**

- 43.1 Except as provided by clause 7.2 and clause 43.2, no Director will be paid any remuneration or fees for acting as a Director.
- 43.2 The Directors will be entitled to be paid or reimbursed for all reasonable travelling, accommodation and other expenses properly incurred by them in attending and returning from any meeting of the Board, committee or General Meeting of the Company or otherwise in connection with the business of the Company. All such payments must be approved by the Board.

## **Part G – Directors – duties and powers**

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### **44 Duties of Directors**

- 44.1 Without limiting any other duty or obligation arising under this document, the Corporations Act or at law, the Directors are responsible for managing and directing the activities of the Company to achieve the Objects.
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### **45 Powers of Directors**

- 45.1 The Directors may exercise all powers of the Company which are not, by the Corporations Act or this document, required to be exercised by the Company in General Meeting.
- 45.2 Without limiting the generality of clause 45.1, the Directors may:
  - (a) exercise all the powers of the Company to borrow or otherwise raise money, to charge any property or business of the Company or all or any of its uncalled capital, and to issue debentures or give any other security for a debt, liability or obligation of the Company or of any other person; and
  - (b) may determine how any negotiable instrument is to be executed on behalf of the Company.
- 45.3 The Directors may pay out of the Company's funds all expenses of the promotion, formation and registration of the Company and the vesting in it of any assets acquired by it.

## **46 Appointment of officers, agents and attorneys**

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46.1 The Directors may:

- (a) appoint or employ any person to be an officer, agent or attorney of the Company for the purposes and with the powers, discretions and authorities vested in or exercisable by the Directors, for any period and on any conditions they think fit; and
- (b) authorise an officer, agent or attorney to delegate all or any of the powers, discretions and authorities vested in the officer, agent or attorney.

46.2 A power of attorney may contain such provisions for the protection and convenience of the attorney or persons dealing with the attorney as the Directors think fit.

## **Part H – Directors - meetings**

### **47 Convening meetings and proceedings of Directors**

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47.1 The Directors may meet together to conduct business and adjourn and otherwise regulate their meetings as they see fit.

47.2 A Director may at any time convene a meeting of the Board.

47.3 A Secretary must, on the request of a Director, convene a meeting of the Board.

47.4 Reasonable notice must be given to every Director of the place, date and time and general nature of business (if available) of every meeting of the Board.

### **48 Meetings - use of technology**

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48.1 For the purposes of the Corporations Act, each Director is taken to consent to the use of any technology for calling or holding a meeting of the Board which reliably permits each Director to contemporaneously communicate with every other Director, including, but not limited to:

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- (a) video;
- (b) telephone or other audio communication; or
- (c) internet based audio or visual communication.

A Director may withdraw the consent given under this clause 48.1 in accordance with the Corporations Act.

48.2 The linking together, by a means of communication consented to by Directors, of sufficient Directors to constitute a quorum:

- (a) constitutes a meeting of the Board and the provisions of this document regarding meetings of the Board apply as if all the Directors were present together and are all to be taken as being present; and
- (b) the meeting is to be taken to be held at the place determined by the chairperson provided that at least one of the Directors present was at that place during the meeting.

## **49 Quorum**

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49.1 No business may be transacted at a meeting of the Board unless a quorum of Directors is present at the time the business is dealt with.

49.2 A quorum consists of more than 50% of the total number of Directors.

## **50 Chairperson of the Board**

50.1 The Board may elect a Director to be chairperson of the Board, and may also elect a Director to be deputy chairperson, and may determine the period for which that Director is to be chairperson or deputy chairperson of the Board.

50.2 The chairperson or, if he or she is absent or unwilling to act, the deputy chairperson ~~must preside as chairperson at each meeting of the Board.~~

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50.3 If at a meeting of the Board:

- (a) there is no chairperson or deputy chairperson of the Board; or
- (b) the chairperson or deputy chairperson of the Board is not present within 15 minutes after the time appointed for the meeting or is not willing to chair the meeting,

the Directors present must elect one of their number to be chairperson of the meeting.

50.4 If the elected chairperson or deputy chairperson of the Board ceases to be a Director, his or her role as chairperson or deputy chairperson of the Board will automatically cease, except that where the chairperson or deputy chairperson retires as Director at an AGM and is elected or re-elected at that same meeting, his or her role as chairperson or deputy chairperson will not cease by that fact alone.

## **51 Decisions at meetings**

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- 51.1 Subject to this document and the Corporations Act, questions arising at a meeting of the Board are to be decided by a majority of votes cast by the Directors present and any such decision is for all purposes to be taken to be a decision of the Board.
- 51.2 In the case of an equality of votes, the chairperson of the meeting does not have a casting vote.

## **52 Interested Directors**

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- 52.1 A Director is not disqualified by reason only of being a Director (or the fiduciary obligations arising from that office) from:
- (a) contracting with the Company or any of its related bodies corporate in any capacity;
  - (b) holding any other office or place of profit or employment in the Company or any other company, body corporate, trust, entity or related body corporate promoted by the Company or in which it has an interest;
  - (c) being a Member, creditor or otherwise interested in any body corporate (including the Company) partnership or entity, except auditor of the Company;
  - (d) entering into any agreement or arrangement with the Company; or
  - (e) 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.
- 52.2 In relation to a contract or arrangement in which a Director has a material personal interest:
- (a) the fact that the Director signed the contract or document evidencing the arrangement on behalf of the Company will not affect its validity in any way;
  - (b) the fact that the Director is present at, or counted in the quorum for, a meeting of the Board that considers or votes on a contract or arrangement will not affect its validity in any way;
  - (c) a contract or arrangement made by the Company or any related body corporate with a Director cannot be avoided or rendered voidable merely because the Director is a party to the contract or arrangement or in any other way interested in it; and
  - (d) the Director will not be liable to account to the Company for any profit realised by or from the contract or arrangement as a whole merely because of the Director's office or the fiduciary relationship that arises in that office.
- 52.3 Each Director must comply with the Corporations Act in relation to the disclosure of the Director's interests.
- 52.4 Subject to clause 52.5, each Director who has a material personal interest in a matter that is being considered at a Board meeting must not:

- (a) be present while the matter is being discussed at the meeting; or
- (b) vote on the matter.

52.5 A Director may still be present and vote if:

- (a) his or her interest arises because he or she is a Member and the other Members have the same interest;
- (b) his or her interest relates to an insurance contract pursuant to clause 66 that insures, or would insure, the Director against liabilities that the Director incurs as a Director;
- (c) his or her interest relates to a payment by the Company under clause 65 or any contract relating to an indemnity that is allowed under the Corporations Act;
- (d) ASIC makes an order allowing the Director to vote on the matter; or
- (e) The Directors who do not have a material personal interest in the matter pass a resolution that:
  - (i) identifies the Director, the nature and extent of the Director's interest in the matter and how it relates to the affairs of the Company; and
  - (ii) says that those Directors are satisfied that the interest should not stop the Director from voting or being present.

## **53 Circular resolutions**

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- 53.1 If a document containing the terms of a resolution is sent to all Directors entitled to receive notice of a meeting and a majority of Directors entitled to vote on the resolution sign the document with a statement that they are in favour of the resolution set out in it, the result is a resolution as valid and effective as if it had been passed at a meeting of the Board properly convened and held.
- 53.2 Separate copies of the document may be used for signing by Directors if the wording of the resolution and statement is identical in each copy.
- 53.3 A fax or electronic message containing the text of a document, or attaching a 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.
- 53.4 The resolution is passed when the last Director required for a majority signs and the document takes effect as a minute of a resolution passed.

## **54 Irregularities and validity of acts**

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- 54.1 All acts done by any meeting of the Board, committee of the Board, or persons acting as Directors are as valid as if each person was duly appointed and qualified to be a Director or a member of the committee even if it is afterwards discovered that there

as some defect in the appointment of a person or that a person appointed was disqualified and not entitled to vote.

- 54.2 If the number of Directors is at any time below the minimum number of Directors set out in this document or is less than the number required for a quorum, the continuing Directors may act only to appoint further Directors to fill any vacancies necessary to reach the minimum number of Directors (or the number required for a quorum if higher), or to convene a General Meeting of the Company.

## **Part I – Office Holders**

### **55 Chairperson, Deputy Chairperson and Treasurer**

- 55.1 The Board must elect from the Directors:
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- (a) one Chairperson; and
- (b) one Deputy-Chairperson; and
- (c) one Treasurer,

at the first Board meeting held after the AGM each year.

- 55.2 Election of the Chairperson, Deputy Chairperson and Treasurer may be held by any means determined by the Board, but in the event of an equality of votes, the matter must be determined by the drawing of lots.

- 55.3 A Director elected by the Board as Chairperson, Deputy Chairperson or Treasurer holds the office until:

- (a) the next AGM;
- (b) the Director ceases to be a Director in accordance with this Constitution;
- (c) the Director resigns from the office of Chairperson, Deputy Chairperson or Treasurer (as the case may be) by written notice to the Secretary; or
- (d) the Director is removed from the office of Chairperson, Deputy Chairpersons or Treasurer (as the case may be) by resolution of the Board.

- 55.4 A Director who is re-elected or re-appointed as a Director following retirement under clause 40.5, is eligible for re-election by the Board as Chairperson, Deputy Chairpersons or Treasurer during any subsequent term of office.

- (a) The Chairperson or, in his or her absence, the Deputy-Chairperson, is entitled to chair every meeting of the Board.

- 55.5 The Directors present at a board meeting must elect one of the Directors present to chair the meeting if any of the following apply:

- (a) there is not then a Chairperson or Deputy-Chairperson;

- (b) neither the Chairperson nor a Deputy-Chairperson is present within 15 minutes after the time appointed for the holding of the meeting; or
- (c) neither the Chairperson nor Deputy-Chairperson is willing to act.

## **56 Secretary**

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56.1 The Board may appoint (on the terms and conditions it sees fit) and terminate the appointment of the Secretary of the Company.

56.2 The Secretary is responsible for carrying out all acts and deeds required by this Constitution or the Corporations Act to be carried out by the Secretary of the Company.

56.3 The Secretary of the Company must be a natural person

## **57 Payment, term and powers**

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57.1 The appointment of an Executive Officer may be for such period, at such remuneration and on such conditions as the Board thinks fit.

57.2 Subject to the Corporations Act and the terms of any agreement between the Executive Officer and the Company, an Executive Officer may receive such remuneration (whether as salary, commission or a combination of those methods of remuneration) as the Board decides.

57.3 Subject to the terms of any agreement between the Company and the relevant Executive Officer, any Executive Officer may be removed or dismissed by the Board at any time, with or without cause.

57.4 The Board may:

- (a) confer on an Executive Officer such powers, discretions and duties (including any powers, discretions and duties vested in or exercisable by the Board) as it thinks fit;
- (b) withdraw, suspend or vary any of the powers, discretions and duties conferred on an Executive Officer; and
- (c) authorise the Executive Officer to delegate all or any of the powers, discretions and duties conferred on the Executive Officer.

## **Part J – Committees**

### **58 Committee formation and delegation**

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58.1 The Board may form and delegate any of its powers to a committee consisting of such Members and other persons as the Board thinks fit, including a regional committee for a designated geographic area, in order to further the Objects of the Company (**Committee**).

- 58.2 Each committee may be authorised by the Board to spend any amount of the Company's funds as allocated to that Committee in the Company's annual budget or as otherwise determined by the Board.
- 58.3 The Board may from time to time revoke any delegation under clause 58.1.
- 58.4 A member of a Committee must disclose any direct or indirect pecuniary interest in a contract, or proposed contract with the Company and will be unable to participate in any decision making on any such contract unless:
- (a) that member is an employee of the Company; or
  - (b) that member has an interest in common with a substantial proportion of the Members of the Company.

## **Part K – Seals and execution of documents**

### **59 Seals and use**

- 59.1 The Company does not have a common seal.
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### **60 Execution of documents**

- 60.1 A document may be executed by the Company by being signed by:
- (a) two Directors or a Director and a secretary (or another person appointed by the Directors to countersign that document or a class of documents in which that document is included); or
  - (b) where the Company has only a single Director who is also the only secretary of the Company, by that Director in his or her capacity as sole Director and sole secretary of the Company.
- 60.2 This clause 60 does not limit the manner in which the Company may execute a document under the Corporations Act.

## **Part L – Minutes and records – maintenance and access**

### **61 Minutes**

- 61.1 The Company must cause minutes of all proceedings and resolutions of General Meetings and of meetings of the Board and of committees of the Board, and all resolutions of Members, the Board and committees of the Board passed without a meeting, to be duly recorded after the relevant meeting or resolution is held or passed, in books kept for that purpose.
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- 61.2 Minutes must be signed by the chairperson of the relevant meeting or by the chairperson of the next meeting, except where minutes are deemed to have been taken in the case of circular resolutions.

## **62 Minutes as evidence**

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Except where the contrary is proved, minutes of a meeting properly recorded and signed are sufficient evidence of the proceedings, resolutions and other matters stated in the minutes.

## **63 Financial and related records**

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- 63.1 The Company must make and keep written financial records that:
- (a) correctly record and explain its transactions and financial position and performance; and
  - (b) enable true and fair financial statements to be prepared and audited.
- 63.2 The Company must also keep written records that correctly record its operations.
- 63.3 The Company must retain its records for at least seven years.
- 63.4 The Directors must take reasonable steps to ensure that the Company's records are kept safe.

## **64 Inspection of records**

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- 64.1 The Board may determine if and to what extent, at what time and place and under what conditions, the minute books, accounting records and other documents of the Company will be open for inspection by Members other than Directors.
- 64.2 A Member other than a Director does not have the right to inspect any books, records or documents of the Company except as provided by the Corporations Act, by law or as authorised by the Board.

## **Part M – Indemnity and insurance**

### **65 Indemnity**

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- 65.1 To the extent permitted by law, the Company must indemnify each person who is, or has been, a director or secretary of the Company or any of its subsidiaries against any liability arising directly or indirectly from the person serving or having served in that capacity:
- (a) to any other person except for:

- (i) a liability owed to the Company or a related body corporate;
  - (ii) a liability for a pecuniary penalty or compensation order made under the Corporations Act; or
  - (iii) a liability that is owed to someone (other than the Company or a related body corporate) which did not arise out of conduct in good faith; and
- (b) for legal costs incurred in defending an action for liability incurred as a director or a secretary of the Company or any of its subsidiaries if the costs are not incurred:
  - (i) in defending or resisting proceedings in which the person is found to have a liability for which they could not be indemnified under clause 65.1(a);
  - (ii) in defending or resisting criminal proceedings in which the person is found guilty;
  - (iii) in defending or resisting proceedings brought by ASIC or a liquidator for a court order if the grounds for making the order are found by the court to be established; or
  - (iv) in connection with proceedings for relief to the person under the Corporations Act in which the court denies relief.

Clause 65.1(b)(iii) does not apply to costs incurred in responding to actions brought by ASIC or a liquidator as part of an investigation before commencing proceedings for the court order.

## **66 Insurance**

66.1 The Company may, to the extent permitted by law, purchase and maintain insurance, or pay or agree to pay a premium for insurance, for a person who is, or has been, a director or secretary of the Company or any of its subsidiaries against any liability:

- (a) arising directly or indirectly from the person serving or having served in that capacity including, but not limited to, a liability for negligence except where the liability arises out of:
  - (i) conduct involving a wilful breach of duty in relation to the Company or any of its subsidiaries; or
  - (ii) a contravention of sections 182 or 183 of the Corporations Act dealing with improper use of position or information; or
- (b) for legal costs and expenses incurred in defending proceedings, whether civil or criminal and whatever their outcome.

## **67 Other officers**

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Nothing in clauses 65 and 66 limits the powers of the Company to indemnify or insure other officers of the Company or any of its subsidiaries as permitted under the Corporations Act.

## **68 Document containing indemnity and insurance**

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- 68.1 The Board may authorise the Company to, and the Company may, enter into any document containing an indemnity in favour of, or insurance policy for the benefit of, a person who may be indemnified or insured by the Company, on such terms as the Board approves and, in particular, that applies to acts or omissions before or after the time of entering into the indemnity or policy.
- 68.2 The benefit of a deed of indemnity or similar document containing an indemnity, continues according to the terms of the deed or document, even after the terms of this clause are amended or deleted, in respect of a liability arising out of acts or omissions occurring before the amendment or deletion.

## **Part N – Winding up**

### **69 Surplus Assets not to be distributed to Members**

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If the Company is wound up, any Surplus Assets must not be distributed to a Member or a former Member of the Company, unless that Member or former Member is an organisation described in clause 70.1.

### **70 Distribution of Surplus Assets**

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- 70.1 Subject to the Corporations Act, any other applicable Act and any court order, any Surplus Assets that remain after the Company is wound up must be distributed to one or more organisations:
- (a) with objects similar to, or inclusive of, the Objects; and
  - (b) which also prohibit the distribution of any Surplus Assets to its Members to at least the same extent as the Company.
- 70.2 The decision as to the organisation or organisations to be given the Surplus Assets must be made by a Special Resolution of Members at or before the time of winding up. If the Members do not make this decision, the Company may apply to the Supreme Court to make this decision.

## **Part O – Policies**

### **71 Making and amending Policies**

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71.1 The Board may by resolution from time to time make policies (**Policies**):

- (a) to give effect to this document; and
- (b) which in its opinion are necessary or desirable for the control, administration and management of the Company's affairs,

and may amend, repeal and replace those Policies, including, subject to clause 12, Policies specifying rights, privileges and obligations attaching to different classes of membership.

71.2 Subject to clause 12, the Company in General Meeting may amend, repeal or replace any Policy made by the Board without affecting the validity of acts or decisions made by the Board or anyone authorised to act pursuant to that Policy.

71.3 Each Policy takes effect 28 days after the service of the Policy on each Member and will be of force and effect from that date.

### **72 Effect of Policies**

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72.1 A Policy:

- (a) is subject to this document;
- (b) must be consistent with this document;
- (c) when in force, is binding on all Members and has the same effect as a provision in this document; and
- (d) subject to clause 12, may be overruled if a resolution to that effect is passed by the Members at a General Meeting.

## **Part P – Notices and payments**

### **73 Notices generally**

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73.1 A notice may be given by the Company to any Member by:

- (a) serving it on the Member personally;
- (b) sending it by post to, or leaving it at, the Member's address as shown in the Members' Register or another address supplied by the Member to the Company for the giving of notices;

- (c) faxing it to the fax number supplied by the Member to the Company for the giving of notices; or
- (d) transmitting it electronically to the electronic mail address given by the Member to the Company for giving notices.

73.2 Where a notice is given by post, service of the notice will be taken to be effected by properly addressing, prepaying and posting a letter containing the notice and to have been effected, in the case of a notice of a meeting, on the day after the date of its posting and, in any other case, at the time at which the letter would be delivered in the ordinary course of post.

73.3 Where a notice is given by fax or electronic transmission, service of the notice will be taken to be effected on the day it is transmitted or sent to the correct address.

73.4 The Company may give a notice in any manner provided under clause 73.1 despite a Member having provided a fax number or electronic mail address for service to the Company.

## **74 Notice of General Meetings**

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74.1 Notice of every General Meeting will be given in the manner provided by clause 73:

- (a) to each Voting Member and to each Director; and
- (b) to the auditor to the Company (if any).

74.2 No other person is entitled to receive notice of General Meetings but Members other than Voting Members may receive notice of General Meetings at the Board's discretion.

## Schedule 1 - Membership

Voting Members	
Membership	Membership Criteria
Outdoor Member	Must be a company, partnership or individual trading as a business in the Outdoor Community with less than 5 full-time employees.
Outdoor Member Plus	Must be a company, partnership or individual trading as a business in the Outdoor Community with 5 or more full-time employees.
Outdoor Member School	Must be a pre-school, primary school, secondary or tertiary school.
Outdoor Student	Must be an individual who is currently enrolled in an accredited relevant outdoor course of a minimum length of one term.  Student membership must be withdrawn immediately upon completion of the course.
Outdoor Professional	Must be an individual currently working in the Outdoor Community (including but not limited to freelancers or casual workers).
Honorary Member	The Board may recommend Honorary Membership to any individual who is deemed worthy by their action or contribution to the Company or Outdoor Community. Such recommendations must be ratified by a special resolution at the Company's Annual General Meeting.  The Honorary Member will be granted Honorary Membership for a specified period of time.  No fee is required to be granted Honorary Membership.
Life Member	The Board may recommend Life Membership to any individual who is deemed worthy by their action or contribution to the Company or Outdoor Community. Such recommendations must be ratified by a special resolution at the Company's Annual General Meeting.  No fee is required to be granted Life Membership.
Summit Partner	Must be an individual or organisation that is involved, or has an interest, in the Outdoor Community.
Non-Voting Members	
Membership	Membership Criteria
Associate Member	Organisations that have a board endorsed Memorandum of Understanding due to their interest or involvement in common goals in the Outdoor Community.

## Schedule 2 – Example proxy form

An instrument appointing a proxy may be in the following form.

### PROXY FORM

\*I/We \_\_\_\_\_

of \_\_\_\_\_

being a member/members of [*name of company*] hereby appoint -

1. \_\_\_\_\_ or, in that person's absence
2. \_\_\_\_\_ or, in that person's absence or if no person is named, the chairperson of the meeting, as \*my/our proxy to attend, speak and vote for \*me/us on \*my/our behalf at the \*annual general/general meeting of the company to be held on [*insert date*] and at any adjournment of that meeting.

### Voting instructions

Should the member wish to direct the proxy how to vote, place a mark in the appropriate box below, otherwise the proxy may vote or abstain from voting as the proxy thinks fit.

Resolution	For	Against
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1. [*insert resolution*]

Signed this \_\_\_\_\_ day of \_\_\_\_\_

Signature \_\_\_\_\_

\*Strike out whichever is not applicable