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**COMMUNITY COLLEGE GIPPSLAND LIMITED**  
**ABN 370 005 090 317**

# **CONSTITUTION**

**CORPORATIONS ACT 2001**

**A Public Company Limited by Guarantee**

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## NAME

1. The name of the company is 'Community College Gippsland Limited'.

## DEFINITIONS

2. In this Constitution, the following words and expressions have the meanings indicated unless the context requires otherwise:

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

'**Board**' collectively means the Directors of the Company.

'**Community College Activities**' means a range of education, training and consulting services connected with skills based adult education or such services as determined by the Company.

'**College**' means Community College Gippsland.

'**Constitution**' means the Constitution of the Company.

'**Director**' means a member of the Board.

**Government Agency** means any government or any governmental, semi-governmental or administrative department, entity, agency, authority, commission, corporation or body (including those constituted or formed under any statute) where the department, entity, agency, authority, commission, corporation or body is subject to the control or direction of the Commonwealth of Australia, a State or Territory of Australia, or a local government established by a State or Territory of Australia.

'**Life Member**' means a person who is recognised for their contribution to the organisation and awarded the honour of life membership.

'**Grant**' means a financial assistance arrangement or contribution, whether as capital or otherwise, provided by a State, the Commonwealth, a Government Agency, a private corporation or others, for a specific purpose and period, either by a progress payment or lump sum.

'**In writing**' and 'written' include any mode of representing or reproducing words, figures, drawings or symbols in a visible form.

'**Member**' means a person who is a member of the Company pursuant to Section 231 of the Act.

**'Membership year'** means the period or periods for the preceding Annual General Meeting to the proceeding Annual General Meeting for each year.

**'Month'** means calendar month.

**'Officer'** means an officer as defined in Section 9 of the Act, and includes all Board Directors and the Secretary.

**'Principal Purpose'** means a purpose that is consistent with those objects of the Company as outlined specifically in clause 9(i), (ii), (iii) and (iv).

**'Secretary'** means the secretary of the Company whose duties are described in this document.

**'Special Resolution'** has the same meaning as described in Section 9 of the Act.

**'Special General Meeting'** means a general meeting of the Company other than an Annual General Meeting.

**'the Act'** means the Corporations Act 2001 (Commonwealth).

**'the Company'** means Community College Gippsland Ltd ACN 005 090 317.

**'the Office'** means the registered office for the time being of the Company.

**'the Regulations'** means the Corporations Regulations 2001 (Commonwealth).

**'Rules'** means rules or regulations or policies or procedures as developed and approved by the Board to support the governance, management and operation of the Company in addition to the Regulations.

3. Words importing the singular number include the plural and vice versa, and words importing the masculine gender include the feminine gender and vice versa.

## **INTERPRETATION**

4. A decision of the Board on the construction or interpretation of this Constitution, or on any Rules of the Company made pursuant to this Constitution or on any matter arising therefrom, will (unless manifestly incorrect) be conclusive and binding on all Members, subject to such construction or interpretation being varied or revised by the Members in general meeting.

5. The “**Replaceable Rules**” which are contained in the Act are hereby excluded and will not apply to the Company except in so far as they are repeated or contained in this Constitution.

## **NATURE OF THE COMPANY**

6. The Company is an Australian Public Company Limited by Guarantee and does not have a share capital.
7. The Company is a community based provider of educational and further learning activities structured as a “not for profit” enterprise, including as a registered training organisation, secondary school provider and educational provider for the benefit of its stakeholders including its students, staff, Members and its communities.
8. The Company is established for the objects set out in this Constitution.

## **OBJECTS**

9. The Object of the Company is to enhance social inclusion, relief of poverty and distress through education and learning by:
  - i. initiating, promoting and improving educational and learning standards in the region;
  - ii. providing other learning activities to meet educational needs and interests of young people and adults in local communities.
  - iii. improving the quality and availability of knowledge;
  - iv. working in co-operation with appropriate organisations in developing educational and learning programmes and other activities as deemed necessary;
  - v. collaborating and cooperating with government and non-government organisations to form commercial or strategic alliances in pursuit of the charitable Objects;
  - vi. establishing, promoting, operating and maintaining any trusts or funds which may seem directly or indirectly conducive to the college’s charitable Objects;
  - vii. raising money from the public at large by all lawful means, to solicit and accept donations of money and of property and to conduct public fundraising activities in pursuit of the college's charitable Objects; and

- viii. doing all such other things as the Board deems desirable to enhance these objectives,  
(collectively known as the “Objects”).
10. The meaning and effect of any Object will not be restricted by any other Object and that each Object will be construed and have effect as an independent aim.
  11. The Company has all the powers given to it at law but does not have the power to issue shares.
  12. The income and property of the Company, however derived, will be applied solely towards the promotion of the Objects of the Company as described in this Constitution and no amount will be paid or distributed among the Members, provided that nothing herein may prevent the payment in good faith of any honorarium or remuneration to any officers or employees of the Company or any Member of the Company or other person in return for any services actually rendered to the Company, or payment of out-of-pocket expenses to any officer, employee or Member which have been incurred in the course of carrying out duties or responsibilities in relation to the Company, or reasonable and proper rent for premises demised or let to the Company by any Member of the Company or any other payment to a Member which is permitted or which is not prohibited by the Act.
  13. Subject to Clause 12, the allocation, distribution, expenditure or appropriation of any Grant (including any interest accrued in respect of that Grant) must be made in accordance with the terms and conditions that attach to that Grant (including any policies and procedures specified in legislation, program guidelines and other conditions) issued or prescribed or otherwise imposed by the relevant Government Agency, as applicable, for relevant projects.

## **WINDING UP**

14. The liability of the Members of the Company is limited.
15. If the Company is wound up, the Members each undertake to contribute an amount not exceeding \$10 to the property of the Company, to be

applied towards the payment of debts and liabilities of the Company and the payment of the costs, charges and expenses of the winding up.

16. Upon the winding up of the Company, any surplus remaining after the satisfaction of all its debts and liabilities will be dealt with as follows:
  - i. where the surplus comprises of Grants (including any interest accrued in respect of Grants), such surplus is to be given, transferred or otherwise applied in accordance with the conditions attaching to the Grant; and
  - ii. in any other case, the surplus (including all assets held within the Gift Fund, pursuant to clause 19) must be given or transferred to an institution, body, entity or organisation with similar objects to the Company which is not carried on for the profit or gain of its individual members, that is or are deductible gift recipients within the meaning of the ITAA97 and whose governing documents prohibit the distribution of its income and property among its members to an extent at least as great as is imposed on the Company under this Clause 16, such institution, body, entity or organisation to be determined by the Members at or before the winding up and in default, by application to the Supreme Court of Victoria for determination

## **GIFT FUND REQUIREMENTS**

17. The Company to maintain a Gift Fund.
18. To the extent required by law, the Company must maintain a Gift Fund in accordance with Clause 19.
19. The following Rules apply to any Gift Fund established and maintained by the Company:
  - i. The Gift Fund must have a name.
  - ii. The Company must maintain sufficient documents to provide evidence of the Gift Fund's purpose and operations.
  - iii. The Company must maintain a separate bank account for the Gift Fund.
  - iv. The following must be credited to the Gift Fund:



- (a) All gifts of money or property to the Company for the Principal Purpose; and
  - (b) All money or property received by the Company because of those gifts.
- v. No other money or property may be credited to the Gift Fund.
  - vi. The Company must use any gifts, money or property of the kind referred to in Clause 19, item iv only for the Principal Purpose.

## **MEMBERSHIP**

- 20. The Company must have at least one Member.
- 21. The Board may set a limit on the maximum number of Members and vary such limits as it sees fit.
- 22. A person is qualified to be a Member of the Company if, and only if:
  - i. the person was, at the date of the passing of the Special Resolution adopting this Constitution, a Member of the College; or
  - ii. the person is a natural person who:
    - a. pays the Membership fee prescribed at each Annual General Meeting; and
    - b. has been approved for Membership of the Company by the Board.
- 23. The Secretary will, on payment by the Member of the Membership fee, enter such person's name in the register of Members and, upon the name being so entered, the individual becomes a Member of the Company.
- 24. The Board has power to make Rules regulating all matters in connection with the acceptance of a Member not otherwise provided for in this Constitution.
- 25. The Board has the power to elect Life Members for meritorious service to the Company over an extended period of time. Life Members may be excused from paying annual fees.
- 26. Any Member so elected is deemed to have agreed to be bound by this Constitution and the Rules from time to time in force.

## **RIGHTS OF MEMBERS**

27. Members (except for Life Members) will be eligible to nominate, stand for, and vote at the election of the Board, and will be eligible to attend and to vote at general meetings on all resolutions including Special Resolutions.
28. Life Members will have all the entitlements of Members except for the ability to (and eligibility to) vote at the election of the Board and any general meetings, including all general and special resolutions.
29. Each Member who is eligible to vote will have one vote.

## **CESSATION OF MEMBERSHIP**

30. A person ceases to be a Member if the person:
  - i. fails to renew their Membership;
  - ii. dies;
  - iii. resigns that Membership; or
  - iv. is expelled from the Company.

## **MEMBERSHIP ENTITLEMENTS NOT TRANSFERABLE**

31. A right, privilege or obligation which a person has by reason of being a Member:
  - i. is not capable of being transferred or transmitted to another person; and
  - ii. terminates upon cessation of the person's Membership.

## **RESIGNATION OF MEMBERSHIP**

32. A Member is not entitled to resign that membership except in accordance with this Section.
33. A Member who has paid all amounts payable to the Company may resign from the Company by first giving notice (being not less than 1 month or not less than such other period as the Board may determine) in writing to the Secretary of the Member's intention to resign and, upon the expiration of the period of notice, the Member will cease to be a Member.
34. Where a Member ceases to be a Member pursuant to Clause 32, and in every other case where a Member ceases to hold membership, the

Secretary will make an appropriate entry in the register of Members recording the date on which the Member ceased Membership.

35. Every person ceasing to be a Member will upon and by reason of such cessation of Membership forfeit all rights as a Member provided that such person will remain liable for any subscription and all arrears thereof due and unpaid at the date of cessation of that person's Membership of the Company and any other money due by that person at the date of cessation of that person's Membership of the Company or for which that person is or may become liable under this Constitution.

## **REGISTER OF MEMBERS**

36. The Secretary of the Company will establish and maintain a register of Members of the Company specifying the name and address of each person who is a Member of the Company together with the date on which the person became a Member.
37. The register of Members will be kept at the principal place of administration of the Company and will be open for inspection, free of charge, by any Member of the Company at any reasonable hour.
38. A Member must advise the Secretary in writing of any change to his address.

## **ENTRANCE FEES, SUBSCRIPTIONS AND LEVIES**

39. Member's subscriptions will be paid annually. The time and manner of payment thereof and all other matters relating thereto not especially provided for by this Constitution will be as prescribed by the Board.
40. The entrance fees and subscriptions and levies, charges and other amounts payable by Members will be such as the Board may prescribe.
41. If the entrance fee and/or subscription or any part thereof, or any other money or part thereof, of any Member is not paid within a period of one month from the date upon which it falls due for payment, the defaulting Member may from that date be barred from all privileges of membership and the person's name will be removed from the register of Members of the Company.
42. The Board will have power to make charges and levies on Members for general or special purposes.

## DISCIPLINARY PROCEEDINGS

43. Where the Board is of the opinion that a Member of the Company:
- i. has persistently refused or neglected to comply with a provision of this Constitution; or
  - ii. has wilfully acted in a manner prejudicial to the interests of the Company, the Board may, by resolution:
    - a) expel the Member from the Company; or
    - b) suspend the Member from Membership of the Company for a specified period
44. A resolution of the Board under Clause 46 is of no effect unless the Board, at a meeting held not earlier than 14 days and not later than 28 days after service on the Member of a notice under clause 39, confirms the resolution in accordance with this Clause.
45. Where the Board passes a resolution under Clause 46, the Secretary will, as soon as practicable, cause a notice in writing to be served on the Member:
- i. setting out the resolution of the Board and the grounds on which it is based;
  - ii. stating that the Member may address the Board at a meeting to be held not earlier than 14 days and not later than 28 days after service of the notice; stating the date, place and time of that meeting; and informing the Member that the Member may do either or both of the following:
    - a. attend and speak at that meeting; and/or
    - b. submit to the Board at or prior to the date of that meeting written representations.
46. At a meeting of the Board held as referred to in this Clause 46, the Board will:
- i. provide the Member an opportunity to make oral representations;
  - ii. give due consideration to any written representations submitted to the Board by the Member at or prior to the meeting; and
  - iii. by resolution determine whether to confirm or to revoke the resolution.
47. Where the Board confirms a resolution under Clause 46, the Secretary will, within 7 days after that confirmation, by notice in writing inform the

Member of such fact and of the Member's right of appeal under Clause 48.

48. A resolution passed by the Board pursuant to this Section does not take effect:

- i. until the expiration of the period within which the Member is entitled to appeal against the resolution where the Member does not exercise the right of appeal within that period; or
- ii. where within that period the Member exercises the right of appeal, unless and until the Company confirms the resolution pursuant to Clause 52.

49. Every person ceasing to be a Member will upon and by reason of such cessation of membership forfeit all rights as a Member of the Company.

## **RIGHT OF APPEAL OF DISCIPLINED MEMBER**

50. A Member may appeal to the Company in general meeting against a resolution of the Board which is confirmed under Clause 46, within 7 days after notice of the confirmation of the resolution is served on the Member by lodging with the Secretary a written notice to that effect.

51. Upon receipt of a notice from a Member under Clause 48, the Secretary will notify the Board which will convene a general meeting of the Company to be held within 21 days after the date on which the Secretary received the notice.

52. At a general meeting of the Company convened under clause 49,

- i. no business other than the question of the appeal will be transacted;
- ii. the Board and the Member will be given the opportunity to state their respective cases oral or in writing, or both; and
- iii. the Members present will vote by secret ballot on the question of whether the resolution should be confirmed or revoked.

53. If at the general meeting the Company passes as special resolution in favour of the confirmation of the resolution, the resolution is confirmed.

## **THE BOARD**

54. The Board will consist of a minimum of 7 and a maximum of 9 voting-member Directors.

55. Two Director positions will be office-bearers of the Company as follows

- i. The Chairperson; and

- ii. Deputy Chairperson.
  - 56. The Chairperson and Deputy Chairperson, which positions will be determined and voted on by the Board, will hold office for a period of 12 months following their appointment, but are eligible for re-election.
  - 57. Each Director of the Board will hold office until the conclusion of the annual general meeting for a period of 3 years following the date of the Director's election, but is eligible for re-election for no more than 2 further terms.
  - 58. In the event of a casual vacancy occurring in the membership of the Board, the Board may appoint a member of the Company to fill the vacancy and the Member so appointed will hold office as a Director, subject to these clauses, until the conclusion of the Annual General Meeting next following the date of the appointment.

## **ELECTION OF THE BOARD**

- 59. The Directors may appoint an individual as a Director, so long as they are not ineligible to be a Director under the Act or the ACNC Act.
- 60. The Company must confirm any appointment made under Clause 61 by resolution at the next Annual General Meeting.
- 61. The Company may appoint a person as a Director by resolution passed in an Annual General Meeting. All appointments must immediately be notified to the Australian Securities Investment Commission (ASIC), Australian Charities and Not-for-profits Commission or its successor bodies.

Such appointments:

- i. must be made in writing, signed by 2 Members of the Company and accompanied by the written consent of the candidate (which may be endorsed on the form of nomination); and
  - ii. must be delivered to the Secretary of the Company not less than 7 days before the date fixed for the holding of the annual general meeting at which the election is to take place.
62. If insufficient nominations are received to fill all vacancies on the Board, the candidates nominated will be deemed to be elected and further nominations will be received at the Annual General Meeting.

63. If insufficient further nominations are received any vacant positions remaining on the Board will be deemed to be casual vacancies.
64. If the number of nominations received is equal to the number of vacancies to be filled, the persons nominated will be deemed to be elected.
65. If the number of nominations received exceeds the number of vacancies to be filled a ballot will be held.
66. Any ballot required for the election of Directors of the Board will be conducted at the Annual General Meeting in the usual and proper manner as the Board may direct.
67. A Director will continue to hold that position until the person:
  - i. resigns by notice in writing;
  - ii. is absent from 3 consecutive meetings of the Board without express written permission of the Board;
  - iii. is removed by a resolution of the Company;
  - iv. becomes bankrupt or makes any arrangement or composition with his creditors generally; or
  - v. becomes of unsound mind or a person whose person or estate is liable to be dealt with in any way under the law relating to mental health; or
  - vi. ceases to be a Member of the Company.
68. A retiring Director is eligible for re-election subject to Clause 60.

## **SECRETARY**

69. The Secretary of the Company will, as soon as practicable after being appointed as Secretary;
  - i. lodge notice with the Company of their address; and
  - ii. immediately inform ASIC and the Australian Charities and Not-for-profits Commission in the usual manner and form.
70. It is the duty of the Secretary to ensure that minutes are kept of:
  - i. all appointments of office-bearers and Directors of the Board;
  - ii. the names of Directors of the Board present at a Board meeting or a general meeting; and
  - iii. all proceedings at Board meetings and general meetings.

71. Minutes of proceedings at a meeting must be signed and ratified by the Chairperson of the meeting or by the Chairperson of the next succeeding meeting.
72. The Secretary will ensure that an accurate Register of Members is maintained.

## **CHIEF EXECUTIVE OFFICER**

73. The Chief Executive Officer of the College will be the Public Officer and Secretary of the Company, or as determined by the Board

## **POWERS OF THE BOARD**

74. Unless otherwise provided by the Act, ACNC Act or this Constitution, the business of the Company is to be managed by or under the direction of the Board.
75. The Board may exercise all of the powers of the Company, except any powers that any provision of the Act, ACNC Act or this Constitution requires the Company to exercise through a meeting of the Members.
76. The Board may exercise its powers and do all such acts and things as the Company is by its Constitution allows or is otherwise authorised to exercise and do at law under the Act. In particular, but without derogating from the general powers hereinbefore conferred, the Board will have power:
  - i. to delegate any of its powers (other than this power of delegation) to committees consisting of such member or members of the Board or such employees of the Company as it may think fit and may from time to time revise or revoke such delegation;
  - ii. to act in good faith in the best interests of the Company and to further the charitable purpose(s) of the Company set out in Clause 9.
  - iii. any committee so formed will in the exercise of the powers so delegated conform to any regulation or restriction that may from time to time be imposed upon it by the Board;
  - iv. the Chairperson will have the right but not the obligation to be an ex officio voting member of all such committees;
  - v. any Director of the Company will have the right to attend any such committee meeting but without voting rights;



- vi. to appoint any delegate or delegates to represent the Company for any purpose with such powers as may be thought fit;
- vii. to make such Rules not inconsistent with this Constitution as in the opinion of the Board are necessary or desirable for the proper control, administration and management of the Company's finances, affairs and interests and for the convenience, comfort and well-being of the members of the Company and to amend or rescind from time to time any such Rules and without limiting the generality thereof particularly for:
  - a) such matters as the Board is specifically given by this Constitution or is empowered to regulate by Rule;
  - b) the general management and control of the trading activities of the Company;
  - c) the management and control of the Company's premises and property;
  - d) the amount of fees and annual fees for membership;
  - e) the privileges to be enjoyed by Members;
  - f) the relationship between Members and the Company's employees;
  - g) the conduct of any election of the Board and all matters in connection therewith; and
  - h) generally all such matters as are commonly required or which are not reserved either under the Act, this Constitution or the Rules for decision by the Company in general meeting;
- viii. to enforce the observance of all Rules by suspension from enjoyment of any or all privileges of membership or otherwise as it thinks fit;
- ix. to purchase or otherwise acquire for the Company any property rights or privileges which the Company is authorised to acquire at such price and generally on such terms and conditions as it thinks fit;
- x. to enter into and secure the fulfilment of any contract or engagement entered into by the Company by mortgaging or charging all or any of the property of the Company as it thinks fit;
- xi. to institute, conduct, defend, compound or abandon any legal proceedings by or against the Company or its Officers or otherwise concerning the affairs of the Company and also to compound or allow time for payment and satisfaction of any debts due to any claims or demands by or against

- the Company and to refer any claims or demands by or against the Company to arbitration and to observe and perform the award;
- xii. to determine who will be entitled to and sign under what conditions or endorse on the Company's behalf contracts, receipts, acceptances, cheques, bills of exchange, promissory notes and other documents or instruments;
  - xiii. to invest and deal with any of the money of the Company not immediately required for the Objects of the Company upon such securities and in such manner as it thinks fit and from time to time to vary or realise such investments;
  - xiv. to borrow or secure the payment of any sum or sums of money for the Objects of the Company and raise or secure the payment of such sum or sums from time to time and in such manner and upon such terms and conditions in all respects as it thinks fit, and in particular by the issue of debentures or debenture stock perpetual or otherwise and either charged upon or over all or any part of the Company's property both present and future or not so charged, or by any mortgage, charge or other security upon or over all or any part of the Company's property both present and future. Any debentures or other securities may be issued with any special rights and privileges which the Board may think proper to confer on the holders;
  - xv. to sell, exchange or otherwise dispose of any furniture, fittings, equipment, plant or other goods or chattels including lands or buildings belonging to the Company and to lease any property of the Company and to exchange or sell all or any of the lands and buildings or other property or rights to which the Company may be entitled;
  - xvi. to appoint, discharge and arrange the duties and powers of the Chief Executive Officer and to determine the remuneration and terms of employment of such Chief Executive Officer and to specify and define their duties.
  - xvii. to engage, appoint, control, remove, discharge, suspend and dismiss managers, officers, representatives, agents or other employees or contractors in respect to permanent, temporary or special services as it may from time to time think fit and to determine the duties, pay, salary,

- emoluments or other remuneration and to determine with or without compensation any contract of service or for service or otherwise.
- xviii. to fix the maximum number of persons who may be admitted to each class of membership of the Company in accordance with this Constitution.
  - xix. to create Board sub-committees for the conduct, management and control of any or all activities in which the Company is engaged or interested and to define the membership of all or any committees, and to prepare or approve and amend Rules for the control and regulation of such committees and the conduct and activities thereof and also to terminate and dissolve any such committees or to reconstitute the same on a similar or different basis;
  - xx. to impose any restrictions or limitations on the rights and privileges of members relating to their use of the Company's premises or resources;
  - xxi. to recommend the amount of honorarium payable to any person in respect of his services rendered to the Company and subject to approval by a General Meeting to pay such honorarium; or
  - xxii. to repay out-of-pocket expenses incurred by any Member of the Board or any other person in the course of carrying out his or her duties for the Company.

## **REMOVAL OF A BOARD MEMBER**

- 77. The Company in a general meeting may by resolution remove any member of the Board from such office before the expiration of the Member's term of office and may by resolution appoint another person to hold office until the expiration of the term of office of the member so removed.
- 78. Where a member of the Board to whom a proposed resolution referred to in Clause 76 relates makes representations in writing to the Secretary or Chairperson (not exceeding a reasonable length) and requests that the representations be notified to the members of the Company or, if they are not so sent, the member is entitled to require that the representations be read out at the meeting at which the resolution is considered.

## **CASUAL VACANCIES**

79. The Board has the power to appoint any member or any person to the Board to fill a casual vacancy. Any member so appointed to the Board will hold office until the next Annual General Meeting where such appointment will be confirmed or otherwise in accordance with Clause 62.
80. For the purposes of this Section, a casual vacancy in the office of a member of the Board occurs if the Member:
  - i. dies;
  - ii. ceases to be a Member of the Company;
  - iii. becomes an insolvent under administration within the meaning of the Act;
  - iv. resigns office by notice in writing given to the Secretary;
  - v. becomes of unsound mind or a person whose person or estate is liable to be dealt with in any way under the law relating to mental health; or
  - vi. is absent from three consecutive meeting of the Board, without the written consent of the Board.

## **BOARD MEETINGS AND QUORUM**

81. The Board will meet at least 8 times in each annual period of at a place and time as the Board may determine.
82. Board meeting may be called or held using any technology consented to by all the Directors. The consent may be a standing one, provided that all Directors give or renew that consent promptly after a new Director joins the Board.
83. A Director may only withdraw their consent to the use of technology within 48 hours before the meeting. The Board may otherwise regulate its meetings as it considers fit.
84. Further, if a determination has been made by the Board to allow electronic voting for that election, instructions to facilitate electronic voting in accordance with such rules and instructions for electronic lodgement as determined by the Board.
85. Additional meetings of the Board may be convened by the Chairperson or by any 4 Directors.

86. Oral or written notice of a meeting of the Board must be given by the Secretary to each Director at least 7 days (or any other period as may be unanimously agreed upon by the members of the Board) before the time appointed for the holding of the meeting.
87. Notice of a meeting given under clause 85 must specify the general nature of the business to be transacted at the meeting and no business other than that business will be transacted at the meeting, except business which the Directors present at the meeting unanimously agree to treat as urgent business.
88. One half of the number of Directors holding office at the time rounded up to the next highest whole number will constitute a quorum for the transaction of the business at a meeting of the Board.
89. No business will be transacted by the Board unless a quorum is present and if within half an hour of the time appointed for the meeting a quorum is not present the meeting stands adjourned to the same place and at the same hour of the same day in the following week.
90. If at the adjourned meeting a quorum is not present within half an hour of the time appointed for the meeting, the meeting will be dissolved.
91. At a meeting of the Board:
  - i. the Chairperson or in the Chairperson's absence, the Deputy Chairperson will preside; or
  - ii. if the Chairperson and the Deputy Chairperson are absent or unwilling to act, the Board Directors so present will elect one of their number to preside as the Chairperson for the meeting at the time.

## **VOTING AND DECISIONS**

92. Questions arising at a meeting of the Board or of any committee appointed by the Board will be determined by a majority of the votes of Directors or committee present at the meeting.
93. Each Director present at a meeting of the Board or of any committee appointed by the Board (including the person presiding at the meeting) is entitled to one vote but, in the event of an equality of votes on any question, the person presiding may exercise a second or casting vote.

94. Any act or thing done or suffered, or purporting to have been done or suffered, by the Board or by a committee appointed by the Board, is valid and effectual notwithstanding any defect that may afterwards be discovered in the appointment or qualification of any Director of the Board or member of the committee.

## **RULES**

95. Any rule made by the Board under this Constitution will come into force and has the full authority of a rule of the Company at the time determined by the Board.

## **COMMITTEES**

96. A person is eligible to be a member of any Committee created under this Constitution whether or not he is a financial member of the Company.
97. The Board may, by instrument in writing, delegate to one or more committees (consisting of such member or members of the Company as the Board thinks fit) the exercise of such of the functions of the Board as are specified in the instrument, other than:
- i. this power of delegation; and
  - ii. a function which is a duty imposed on the Board by the Act or by any other law.
98. A function, the exercise of which has been delegated to committee under this Clause may, while the delegation remains unrevoked, be exercised by the committee in accordance with the terms of the delegation.
99. A delegation under this Clause may be made subject to such conditions or limitations as to the exercise of any function the subject of the delegation, or as to time or circumstances, as may be specified in the instrument of delegation.
100. Notwithstanding any delegation under this Clause, the Board may continue to exercise any function delegated.
101. Any act or thing done or suffered by a committee acting in the exercise of a delegation under this Clause has the same force and effect as it would have if it had been done or suffered by the Board.

102. The Board may, by instrument in writing, revoke wholly or in part any delegation under this Clause.

103. A committee may meet and adjourn as it thinks proper, or as determined by the Board.

## **ANNUAL GENERAL MEETINGS**

104. The Company will, at least once in each calendar year and within the period of 6 months after the expiration of each financial year of the Company, convene an Annual General Meeting of its Members.

105. The Annual General Meeting of the Company will, subject to the Act and to this Constitution, be convened on a date and at a place and time as the Board thinks fit.

106. In addition to any other business which may be transacted at an Annual General Meeting, the business of an Annual General Meeting will be:

- i. to confirm the minutes of the last preceding Annual General Meeting, and of any Special General Meeting held since that meeting;
- ii. to receive from the Board reports on the activities of the Company during the last preceding financial year; and
- iii. to confirm appointments to and or otherwise elect Directors of the Company.

107. An Annual General Meeting will be specified as such in the notice convening the meeting.

## **SPECIAL GENERAL MEETINGS**

108. The Board may, whenever it thinks fit, convene a Special General Meeting of the Company.

109. The Board must, on the requisition in writing of not less than 5 Members, convene a Special General Meeting of the Company.

110. A requisition of members for a Special General Meeting:

- i. must state the purpose or purposes of the meeting;
- ii. must be signed by the Members making the requisitions;
- iii. must be lodged with the Secretary; and
- iv. may consist of several documents in a similar form, each signed by one or more of the Members making the requisition.

111. If the Board fails to convene a Special General Meeting to be held within 1 month after the date on which a requisition of Members for the meeting is lodged with the Secretary, any one or more of the members who made the requisition may convene a Special General Meeting to be held not later than 3 months after that date.
112. A Special General Meeting convened by a member or members as referred to in this Section must be convened and held as nearly as is practicable in the same manner as Annual General Meetings are convened by the Board.

## **NOTICE**

113. Except where the nature of the business proposed to be dealt with at a general meeting requires a Special Resolution of the Company, the Secretary will, at least 14 days before the date fixed for the holding of the general meeting, cause to be sent by post to each Member at such Member's address appearing in the register of Members, a notice specifying the place, date and time of the meeting and the nature of the business proposed to be transacted at the meeting.
114. For the purpose of this Clause, the expression "post" will include transmission by facsimile or email to the last advised facsimile number or email address of the member. It will also include any other method of service allowed at law.
115. Where the nature of the business proposed to be dealt with at a general meeting requires a Special Resolution of the Company, the Secretary will, at least 21 days before the date fixed for the holding of the general meeting, cause notice to be sent to each Member in the manner provided in Clause 109 specifying, in addition to the matters required under Clause 109, the intention to propose the resolution as a Special Resolution.
116. No business other than that specified in the notice convening a general meeting will be transacted at the meeting except, in the case of an annual general meeting, business which may be transacted pursuant to Clause 109.



117. A Member desiring to bring any business before a general meeting may give written notice of that business to the Secretary who will include that business in the next notice calling a general meeting given after receipt of the notice from the Member.

## **PROCEDURE AT GENERAL MEETINGS AND QUORUM**

118. No item of business will be transacted at a general meeting unless a quorum of Members entitled under this Section to vote is present during the time the meeting is considering that item.
119. One half of the number of Members holding office at the time rounded up to the next highest whole number (being Members entitled under the Section to vote at a general meeting) constitute a quorum for the transaction of the business of a general meeting.
120. If within half an hour after the appointed time for the commencement of a general meeting a quorum is not present, the meeting if convened upon the requisition of members will be dissolved and in any other case will stand adjourned to the same day in the following week at the same time and (unless another place is specified at the time of the adjournment by the person presiding at the meeting or communicated by written notice to Members given before the day to which the meeting is adjourned) at the same place.
121. A question arising at a general meeting of the Company will be determined on a show of hands and, unless before or on the declaration of the show of hands a poll is demanded, a declaration by the Chairperson that a resolution has, on a show of hands, been carried or carried unanimously or carried by a particular majority or lost, or an entry to that effect in the minute book of the Company is evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against that resolution.
122. At a general meeting of the Company, a poll may be demanded by the Chairperson or by not less than one half of the number of Members holding office at the time (rounded up to the next highest whole number) present in person or by proxy at the meeting.
123. Where a poll is demanded at a general meeting, the poll will be taken:

- i. immediately in the case of a poll which relates to the election of the chairperson of the meeting or to the question of an adjournment; or
  - ii. in any other case, in a manner and at a time before the close of the meeting as the chairperson directs, and the resolution of the poll on the matter will be deemed to be the resolution of the meeting on that matter.
124. A general meeting may be called or held (including at more than one venue) using any technology that gives the Members as a whole a reasonable opportunity to participate in the meeting.
125. Further, if a determination has been made by to allow electronic voting for that election, instructions to facilitate electronic voting in accordance with such rules and instructions for electronic lodgement.

## **PRESIDING MEMBER**

126. The Chairperson or, in the Chairperson's absence, the Deputy Chairperson will preside as chairperson at each general meeting of the Company.
127. If the Chairperson and the Deputy Chairperson are absent from a general meeting or unwilling to act, the Members present will elect one of their number to preside as Chairperson at the meeting.

## **ADJOURNMENT**

128. The Chairperson of a general meeting at which a quorum is present may, with the consent of the majority of Members present at the meeting, adjourn the meeting and place, but no business will be transacted at an adjourned meeting other than the business left unfinished at the meeting at which the adjournment took place.
129. Where a general meeting is adjourned for 14 days or more, the Secretary will give written or oral notice of the adjourned meeting to each Member of the Company stating the place, date and time of the meeting and the nature of the business to be transacted at the meeting.
130. Except as provided in Clause 120, notice of an adjournment of a general meeting or of the business to be transacted at an adjourned meeting is not required to be given.

## **SPECIAL RESOLUTION**

131. A resolution of the Company is a Special Resolution if it is passed by a majority which comprises not less than three quarters of such members of the Company as being entitled under this Section to do so, vote in person or by proxy at a general meeting of which not less than 21 days' written notice specifying the intention to propose the resolution as a Special Resolution was given in accordance with this Section.

## **VOTING**

132. Upon any question arising at a general meeting of the Company all Member's with voting rights has one vote only.
133. All votes must be given personally or by proxy.
134. In the case of an equality of votes on a question at a general meeting, the Chairperson of the meeting is entitled to exercise a second or casting vote.
135. A Member (or proxy) is not entitled to vote at any general meeting of the Company unless all money due and payable by the Member (or proxy) to the Company has been paid, other than the amount of the annual subscription payable in respect of the then current year.

## **APPOINTMENT OF PROXIES**

136. Each Member is entitled to appoint another Member as proxy by notice given to the Secretary no later than 72 hours before the time of the meeting in respect of which the proxy is appointed.
137. The notice appointing the proxy must be in a form approved by the Board.

## **FUNDS - SOURCE**

138. The funds of the Company will, inter alia, be derived from membership fees, course fees, sale of goods, sale of equipment, rental of venues, advertising revenue and any other legal source so determined by the Board to achieve the aims of the Company.
139. All money received by the Company will be deposited as soon as practicable and without deduction to the credit of the Company's bank account.

140. The Company will, as soon as practicable after receiving any money, issue an appropriate receipt.

## **FUNDS - MANAGEMENT**

141. Subject to any resolution passed by the Company in general meeting, the funds of the Company will be used in pursuance of the Objects of the Company in such manner as the Board determines.

## **ALTERATION OF OBJECTS AND CLAUSES**

142. The statement of Objects and these Clauses may be altered, rescinded or added to only by a special resolution of the Company.

## **COMMON SEAL**

143. The common seal of the Company must be kept in the custody of the Secretary.

144. The common seal must not be affixed to any instrument except by the authority of the Board and the affixing of the common seal must be attested by the signatures either of 2 members of the Board or by the Company Secretary on his or her own.

## **CUSTODY OF BOOKS, ETC.**

145. Except as otherwise provided by these Clauses, the Secretary will keep in his custody or under his control all records, books and other documents relating to the Company.

## **INSPECTION OF BOOKS, ETC.**

146. The records, books and other documents of the Company will be open to inspection, free of charge, by a member of the Company during normal business hours upon 48 hours written notice.

## **SERVICE OF NOTICES**

147. For the purposes of these Clauses, a notice may be served by or on behalf of the Company upon any Member either personally or by sending it by post to the member at the Member's address shown in the register of Members.

148. Where a document is sent to a person by properly addressing, prepaying and posting to the person a letter containing the document,

the document will, unless the contrary is proved, be deemed for the purposes of these Clauses to have been served on the person at the time at which the letter would have been delivered in the ordinary course of post

## **ACCOUNTS AND AUDIT**

149. The Board will cause proper accounts and records to be kept with respect to the financial affairs of the Company in accordance with the Act.
150. The books of account will be kept at the Office of the Company or at such other place as the Board thinks fit. The Company will at all reasonable times make its accounting records available in writing for the inspection of Directors and any other persons authorised or permitted by or under the Act to inspect such records.
151. The Company will, within 3 months after the end of the Company's financial year or not less than 21 days before each Annual General Meeting (whichever is the earlier), send to each Member, but subject to Section 316 of the Act, either:
- i. A copy of the financial report required and a copy of the Directors' report required under Section 292 of the Act and a copy of the auditor's report required under Section 308 of the Act; or
  - ii. A copy of the concise report that complies with Section 314(2) of the Act.
152. The financial year of the Company will commence on the first day of January and end on the last day of December in each year or, subject to the Act, be for such other period as the Board may determine.
153. Auditors will be appointed and their duties regulated in accordance with the Act and their remuneration will be approved by the Board.

## **INDEMNITY TO OFFICERS**

154. Every person who is or was an officer of the Company may if the Board so determines be indemnified, to the maximum extent permitted by law, out of the property of the Company against any liability (other than a liability for legal costs) to another person incurred as such an officer except in relation to:
- i. a liability owed to the Company or a related body corporate; or

- ii. a liability for a pecuniary penalty order under Section 1317G of the Act or a compensation order under Section 1317H of the Act; or
  - iii. a liability that is owed to someone other than the Company or a related body corporate and did not arise out of conduct in good faith.
155. Every person who is or was an officer of the Company may if the Board so determines be indemnified, to the maximum extent permitted by law, out of the property of the Company against any legal costs incurred as such an officer except:
- i. in defending or resisting proceedings in which the person is found to have a liability for which the person could not be indemnified under Section 199A(2) of the Act; or
  - ii. in defending or resisting criminal proceedings in which the person is found guilty; or
  - 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 have been established; or
  - iv. in connection with proceedings for relief to the person under the Act in which the Court denies the relief.
156. The Company may pay a premium for a contract insuring a person who is or was an officer of the Company against a liability (other than one for legal costs) arising out of that person's conduct as such an officer except in relation to:
- i. conduct involving a wilful breach of duty in relation to the Company; or
  - ii. a contravention of Sections 182 or 183 of the Act.

## **READING OF CONSTITUTION**

157. While the Company is a registered charity, the ACNC Act and the Act override any clauses in this constitution which are inconsistent with those Acts.
158. If the company is not a registered charity (even if it remains a charity), the Act overrides any clause in this constitution which is inconsistent with that Act.

159. A word or expression that is defined in the Act, or used in that Act and covering the same subject, has the same meaning as in this constitution.

160. To the maximum extent permitted by the Act, the Replaceable Rules are expressly displaced and do not apply to the Company.

## **COPY OF CONSTITUTION**

161. The Company will give a copy of this Constitution to any member within 7 days if that member:

- i. asks the Company, in writing, for a copy; and
- ii. pays a fee (up to the fee prescribed by the Act) if required by the Company.