

Constitution

of ANZUP Cancer Trials Group Limited

ACN 133 634 956

Contents

1	Preliminary	3
2	Name, structure and history	5
3	Vision, mission and objects	5
4	Application of income and property	6
5	Winding up	6
6	Membership	7
7	Directors	8
8	Secretary	12
9	Alternate directors	12
10	Powers of the Board	13
11	Delegation of Board powers	13
12	Director's duties and interests	14
13	Directors' remuneration	15
14	Officers indemnity and insurance	16
15	Board meetings	16
16	Meeting of members	18
17	Conduct of general meetings	20
18	Appointment of chair of meetings of members	20
19	Adjourned meetings	20
20	Proxies, attorneys and representatives	21
21	Voting	22
22	Resolutions without meetings	23
23	Minutes	24
24	Company seals	24
25	Accounts and audit	25
26	Inspection of financial records and books	25
27	Amending the constitution	25
28	Dispute Resolution & Disciplinary Procedures	26
29	Establishment and operation of Gift Fund	28
30	Notices	28
31	Not-for-Profit laws	29

Constitution

of ANZUP Cancer Trials Group Limited

ACN 133 634 956

1 Preliminary

1.1 REPLACEABLE RULES

- (a) The replaceable rules set out in the Act do not apply to the Company.
- (b) While the Company is a registered charity, the ACNC Act and the Act override any clauses in this constitution that are inconsistent with the Act and the ACNC Act, as they apply to a registered charity.
- (c) If the Company is not a registered charity (even if it remains charitable), the Act overrides any clause in this constitution which is inconsistent with the Act.
- (d) Unless otherwise stated, a word or expression that is defined in the Act or used in the Act and covering the same subject has the same meaning as in this constitution.

1.2 DEFINITIONS

The following expressions in this constitution have the meaning below:

ACNC means the Australian Charities and Not-for-Profits Commission.

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

Act means *Corporations Act 2001*.

Appointed Director means a director appointed by the Board under rule 7.7.

Business Day means a week day that is not a public holiday or bank holiday in Sydney, New South Wales.

Board means the directors acting collectively under this constitution.

Chairperson means the chairperson of the Board.

Company means the company named at the beginning of this constitution.

Consumer Member means a member of the Company appointed under rule 6.1A of this Constitution

Elected Director means a director elected by the members of the Company under rule 7.6.

Executive Director means a director who is an employee of the Company or acts in an executive capacity for the Company under a contract for services and is appointed as a director of the Company under rule 7.3.

Financial Year means the twelve months commencing 1 April in any year.

Full Member means a member of the Company appointed under rule 6.1 of this Constitution

Insolvency Event means an event by which a person:

- (a) is insolvent, insolvent under administration, or states that it is unable to pay its debts when they become due and payable
- (b) is placed in or under any form of external administration including if a party or its property is subject to the appointment of an administrator, a controller, receiver or receiver and manager, a liquidator or an official manager
- (c) is made subject to any compromise or arrangement with any of its creditors or members or scheme for its reconstruction or amalgamation, otherwise than as a result of voluntary corporate reconstruction
- (d) is wound up or dissolved, or an order or resolution is made to wind up or dissolve the party
- (e) is or applies to be protected from any of its creditors under any applicable legislation
- (f) has anything similar to any of the events in paragraphs (a) to (e) happen to it under the law of any applicable jurisdiction.

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

Tax Act means the *Income Tax Assessment Act 1997* (Cth)

Voting Member in relation to a general meeting, or meeting of a class of members, means a member who has the right to be present, and to vote on at least one item of business to be considered at that meeting.

1.3 INTERPRETATION

- (a) Words importing the singular include the plural and vice versa.
- (b) Words importing a gender include any gender.
- (c) Words or expressions defined in the Act have those meanings.
- (d) Except so far as the contrary intention appears in this constitution, an expression has, in a provision of these rules that deals with a matter dealt with by a particular provision of the Act, the same meaning as in that provision of the Act.
- (e) Headings are for convenience only, and do not affect interpretation.
- (f) A reference to:
 - (i) a party includes its administrators, successors, substitutes by novation and assigns
 - (ii) any legislation includes legislation varying consolidating or replacing that legislation and includes all regulations or other instruments issued under that legislation
 - (iii) a person includes a body incorporated or unincorporated, partnership or any legal entity; and
 - (iv) a document or agreement, or a provision of a document or agreement, is to that document, agreement or provision as amended, supplemented, replaced or novated.

2 Name, structure and history

2.1 NAME OF THE COMPANY

The name of the Company is ANZUP Cancer Trials Group Limited.

2.2 COMPANY LIMITED BY GUARANTEE

The Company is limited by Guarantee and the liability of the members is limited as provided in this document.

2.3 FORMATION OF THE COMPANY

The members of Australian Prostate and Urogenital cancer Group (**APUG**) resolved to form the Company using the acronym 'ANZUP' as an abbreviation for 'Australia New Zealand Urogenital and Prostate' in the Company name. The members considered that the creation of the Company would assist in facilitating the proposed merger between APUG and the Australian and New Zealand Germ Cell Trials Group (**ANZGCTG**).

2.4 POWERS OF THE COMPANY

The Company has the powers set out in section 124 of the Act.

3 Objects

3.1 The objects of the Company are to develop, foster and promote prostate and urogenital cancer research by:

- (a) providing access to clinical trials for all appropriate Australian and New Zealand patients;
- (b) increasing involvement of and collaboration with various professional disciplines in clinical and preclinical research;
- (c) providing opportunities for clinical research;
- (d) building systems to simplify and streamline clinical research of the highest quality;
- (e) fostering a culture of research amongst all clinicians involved in the care of patients with urogenital cancers;
- (f) providing training opportunities for the next generation of clinical researchers; and
- (g) providing for translational studies in prostate and other urogenital cancers, including tissue banking from clinical trials for further studies.

4 Application of income and property

4.1 PROMOTION OF OBJECTS

All income and property of the Company must be applied solely towards the promotion of the objects of the Company as set out in rule 3.3 and no portion will be paid or transferred directly or indirectly by way of dividend, bonus or otherwise by way of profit to any members of the Company. Nothing in this paragraph prevents payment:

- (a) for services actually rendered to the Company including as an employee by any member or director or for goods and/or services supplied in the usual and ordinary way of business by any member or director;
- (b) of interest on money borrowed from any member or director at no more than commercial rates;
- (c) of rent for premises leased by any member or director to the Company provided that the rent is reasonable and proper;
- (d) of remuneration (including contributions for superannuation and retirement benefits) to directors and fixed in accordance with this constitution; or
- (e) of insurance premiums for directors and officers as permitted by this constitution.

5 Winding up

5.1 CONTRIBUTION OF MEMBERS

If the Company is wound up, each member of the Company undertakes to contribute to the assets of the Company an amount not exceeding AU\$50 for payment of the debts and liabilities of the Company including the costs of the winding up. This undertaking continues for one year after a member ceases to be a member of the Company.

5.2 DISTRIBUTION OF PROPERTY

If the Company is wound up or dissolved, or if the Company's status as a Company to which gifts can be deducted under the Tax Act is revoked, any property remaining after the satisfaction of the debts and liabilities of the Company will not be paid to or distributed among the members but will be given or transferred to an organisation which:

- (a) has similar objects to the Company;
- (b) is a deductible gift recipient for the purposes of any Commonwealth Taxation Act;
- (c) has been nominated by the Board; and
- (d) has been approved by an ordinary resolution of members.

6 Membership

6.1 ELIGIBILITY FOR MEMBERSHIP (FULL MEMBER)

A person is eligible for membership of the Company if:

- (a) their membership has been proposed by an existing member;
- (b) their membership has been seconded by another existing member;
- (c) they are working in the field of cancer care or cancer research in a professional capacity; and
- (d) in the opinion of the Board, the person supports the purposes and objects of the Company as set out in rule 3.

6.1A ELIGIBILITY FOR MEMBERSHIP (CONSUMER)

- (a) A person may be invited by the Board to apply to become a Consumer Member of the company.
- (b) An application for Consumer membership must be proposed by an existing member and seconded by another existing member.
- (c) A Consumer membership will be granted on such terms and with such rights as the Board sees fit.

6.2 APPLICATION FOR MEMBERSHIP

If a person satisfies the eligibility criteria specified in rule 6.1 or rule 6.1A, that person may apply to the Board for membership of the Company. Any application for membership of the Company must:

- (a) be signed by the applicant, the proposer and the seconder, which may include signature by any electronic means approved by the Board; and
- (b) be in the form prescribed by the Board from time to time, which may include an application by electronic means.

6.3 MEMBERSHIP GRANTED AT DISCRETION OF BOARD

The Board will consider any application received under rule 6.2 at its next meeting after receipt of the application. At that meeting, the Board may, in its absolute discretion, grant membership of the Company to persons on such terms and with such rights as they determine subject to rule 6.5.

6.4 EXTENT OF POWERS

The directors' power under rule 6.3 includes the power to grant membership with any:

- (a) preferential, deferred or special rights, privileges or conditions, or
- (b) restrictions in regard to voting or otherwise.

6.5 ELIGIBILITY FOR VOTING RIGHTS

The Board may determine, at its absolute discretion, that a new member is to have voting rights provided that:

- (a) the member who proposed their membership has voting rights, and
- (b) the member who seconded their membership has voting rights.

6.6 APPROVAL OF MEMBERSHIP

After receiving a nomination for membership under rule 6.2, the Board must decide whether or not the application is to be approved. As soon as reasonably practicable after making the decision, the Secretary must write to the nominee to:

- (a) inform the nominee whether or not their membership has been approved, and
- (b) if they have been approved as a member, request payment of the subscription fee within 28 days of the date of the letter, where applicable.

6.7 FEES

A member must pay any subscription fees determined by the Board from time to time.

6.8 CESSATION OF MEMBERSHIP

Any person will automatically cease to be a member of the Company if they:

- (a) resign as a member of the Company by notice in writing to the Company; and/or
- (b) become the subject of an Insolvency Event or are subject to any form of insolvent administration; and/or
- (c) become of unsound mind or are physically or mentally incapable of performing the duties of membership; and/or
- (d) fail to declare any interests under rule 12.2; and/or
- (e) are determined by the Board as no longer supporting the objects of the Company as set out in rule 3.1; and/or
- (f) fail to pay any subscription fees that were payable under rule 6.7 for a period of two years
- (g) are determined by the Board as no longer satisfying the eligibility criteria for members as set out in rule 6.1; or
- (h) die.

6.9 CONTINUATION OF LIABILITY

The estate of the deceased member will not be released from any liability to the Company in respect of the deceased's membership of the Company.

7 Directors

7.1 COMPOSITION OF BOARD OF DIRECTORS

The Board of the Company consists of:

- (a) two Elected Directors subject to rule 7.4
- (b) up to one Executive Director if the Board decides to appoint one, and
- (c) up to seven Appointed Directors.

7.2 NUMBER

At all times the Company must have:

- (a) at least two directors elected by members under rule 7.6, and
- (b) no more than nine directors in total until otherwise decided by ordinary resolution at a general meeting.

7.3 EXECUTIVE DIRECTOR

- (a) The Board may, but is not required to, appoint a person holding a position in the executive of the Company as a director of the Company subject to rule 7.8(a).
- (b) A maximum of one person may hold the office of director of the Company under this rule 7.3 at any one time.
- (c) An Executive Director must at all times while they are a director of the Company:
 - (i) be 18 years of age or older;
 - (ii) have a director identification number;
 - (iii) give the Company their signed consent to act as a Company director; and
 - (iv) are not ineligible to be a director under the Act or the ACNC Act.

7.4 NUMBER OF ELECTED DIRECTORS

At each annual general meeting the members will elect persons to the office of director in accordance with the election process set out in rule 7.6 so that two directors on the Board hold office as elected directors under rule 7.6. If there are insufficient nominations to fill the vacancies on the Board, then all persons nominated will be deemed to be elected under this rule and any remaining vacancies will remain vacant until the next annual general meeting of the Company.

7.5 ELECTED DIRECTOR REQUIREMENTS

Subject to rule 7.9(a), any Elected Director of the Company must, at all times while they hold the office of Elected Director:

- (a) be a member of the Company;
- (b) be 18 years of age or older;
- (c) have a director identification number;
- (d) give the Company their signed consent to act as a Company director; and
- (e) are not ineligible to be a director under the Act or the ACNC Act.

7.6 ELECTION PROCESS

Directors elected under this rule 7.6 must be elected according to the following process.

- (a) Any two Voting Members of the Company may nominate any other Voting Member to serve as a director provided that the nominated person is not employed by the Company.
- (b) The nomination must be:
 - (i) in writing;
 - (ii) signed by a proposing member and seconding member; and
 - (iii) lodged with the Secretary at least 30 days before the meeting at which the election is to take place unless the Board resolves to accept nominations on shorter notice.
- (c) The Secretary must compile a list of the candidates' names in alphabetical order, with the names of the proposing member and the seconding member and:
 - (i) post it in a conspicuous place in the registered office of the Company
 - (ii) post it in the member's section of the Company's website (if the Company has one), or

(iii) send it to all members who have voting rights with the voting instructions and notice of annual general meeting, or

(iv) do any combination of (i) to (iii)

at least seven days immediately preceding the meeting at which the election is to take place.

- (d) If the number of candidates is equal to or less than the number of vacancies, the Board may appoint the candidates on the appointment date without holding a ballot.
- (e) If a ballot is required, the Secretary must prepare balloting lists containing the names of the candidates only in alphabetical order and send those lists to each member at least 20 days before the meeting at which the election is to take place.
- (f) Subject to (g), Voting Members may vote in person at the general meeting, by post or by electronic means permitted by the Board.
- (g) A Voting Member is not entitled to vote at a general meeting unless all moneys presently payable to the Company by that member have been paid.
- (h) If voting by post or by electronic means, each Voting Member is entitled to one vote and only votes received at the registered office of the Company, or at the return postal address in the notice accompanying the ballot listing, by 5pm at least five Business Days prior to the meeting will be counted in the election.
- (i) The number of postal and electronic votes received will be recorded in the minutes of the general meeting.
- (j) Each Voting Member personally present at the general meeting at which the election is to take place, and who has not voted by post or by electronic means, will be given a ballot listing containing the names of candidates in alphabetical order and will be entitled to one vote in accordance with the ballot paper instructions.
- (k) The number of votes personally cast at the general meeting will be recorded in the minutes of the general meeting.
- (l) Subject to (h), the postal votes and votes by electronic means received and the votes cast at the general meeting will be counted and tallied at the general meeting and recorded in the minutes of the general meeting.
- (m) The candidates with the highest number of votes in the ballot will be elected to fill each vacancy on the Board.
- (n) The appointment date for directors appointed under this rule is the date of the annual general meeting of the Company.

7.7 DIRECTORS APPOINTED BY THE BOARD

- (a) Subject to the requirements in rule 7.2, the Board may appoint up to seven directors to ensure that the Board possesses an appropriate range of skills and expertise. A person appointed to the office of director under this rule may or may not be a member of the Company. Where up to seven Appointed Directors hold office pursuant to this rule, the Board must ensure at least one of these Appointed Directors is a citizen and resident of New Zealand.
- (b) An Appointed Director must at all times while they are a director of the Company:
 - (i) be 18 years of age or older;
 - (ii) have a director identification number;
 - (iii) give the Company their signed consent to act as a Company director; and
 - (iv) are not ineligible to be a director under the Act or the ACNC Act.

7.8 TERM OF APPOINTMENT

- (a) Unless the Board determines otherwise by ordinary resolution, an Executive Director appointed under rule 7.3 is appointed for the duration of that person's employment in the position that person holds on the executive of the Company when he or she is appointed a director and vacates the office of director immediately on termination of their employment in that position.

(b) Each Elected Director is elected for a period of 3 years. At the end of that 3 year term, an Elected Director:

- (i) must retire from office; and
- (ii) may stand for re-election on their retirement from office.

(c) An Appointed Director:

- (i) is appointed for a term determined by the Board, which must not exceed 3 years;
- (ii) must retire from office at the expiry of that term; and
- (iii) may be reappointed by the Board under rule 7.7 on their retirement from office.

7.9 CESSATION

The office of a director automatically becomes vacant if the person who holds the office:

- (a) is required to comply with rule 7.5 and ceases to be a member of the Company; and/or
- (b) becomes the subject of an Insolvency Event or are subject to any form of insolvent administration; and/or
- (c) is not permitted by the Act to be a director or vacates office by force of a provision of the Act; and/or
- (d) becomes of unsound mind or physically or mentally incapable of performing the functions of that office; and/or
- (e) is absent without the consent of the directors from three consecutive Board meetings; and/or
- (f) resigns by notice in writing to the Company; and/or
- (g) is removed from office under rule 7.11; and/or
- (h) if the person was appointed to the office for a specified period and that period expires; or
- (i) dies.

7.10 CASUAL VACANCIES

Any casual vacancy occurring in the office of an Elected Director may be filled by the Board provided that the person who fills the vacancy will hold office only until the next annual general meeting following his or her appointment and will be eligible for re-election at that annual general meeting.

7.11 REMOVAL

A director can be removed from office by ordinary resolution of the Voting Members, whether or not a director's appointment was expressed to be for a specified period.

7.12 TOO FEW DIRECTORS

If the number of directors is reduced below the minimum required by rule 7.2, the continuing directors may act as the Board only:

- (a) to appoint directors up to that minimum number;
- (b) to convene a meeting of members; or
- (c) in emergencies.

8 Secretary

8.1 APPOINTMENT

The Company must have at least one Secretary, who may also be a director, and is appointed by the Board.

8.2 SUSPENSION AND REMOVAL OF SECRETARY

The Board may suspend or remove a Secretary from office.

8.3 POWERS, DUTIES AND AUTHORITIES OF SECRETARY

A Secretary holds office on the terms and conditions (including as to remuneration) and with the powers, duties and authorities, as determined by the Board. The exercise of those powers and authorities and the performance of those duties by the Secretary is subject at all times to the control of the Board.

9 Alternate directors

9.1 APPOINTMENT

A director may, with the approval of the Board appoint a person (whether a member of the Company or not) to be an alternate director during such period as the director thinks fit.

9.2 FORM OF APPOINTMENTS AND REVOCATIONS

A director may only appoint or terminate the appointment of an alternate director by a notice in writing and must serve a copy of the notice on the Company.

9.3 NOTICE OF BOARD MEETINGS

An alternate director is entitled to notice of meetings of directors and, if the appointor of the alternate is not present at such a meeting, may attend and vote in place of the appointor.

9.4 OBLIGATIONS AND ENTITLEMENTS

An alternate director:

- (a) may attend and vote in place of the appointor at a Board meeting at which the appointor is not present;
- (b) who is also a director, has a separate right to vote as an alternate director;
- (c) for more than one appointor has a separate right to vote in place of each appointor;
- (d) may exercise any powers that the appointor may exercise and the exercise of any such power by the alternate director is deemed to be the exercise of the power of the appointor;
- (e) is deemed to be a director for the purposes of constituting a quorum but will only be counted once even if that alternate has more than one appointor; and
- (f) is entitled to payment of expenses as provided to directors under rule 13.5 but is not entitled to any other remuneration from the Company (but the appointor may further remunerate the alternate).

9.5 TERMINATION OF APPOINTMENT

The appointer may terminate the appointment of an alternate director at any time notwithstanding that the period of the appointment has not expired. If the appointor vacates office as a director, the appointment of an alternate director immediately ceases.

10 Powers of the Board

10.1 MANAGEMENT OF COMPANY

Subject to the Act and to any other provision of this constitution, the Board will manage the business of the Company. The directors may exercise all powers of the Company that are not, by the Act or by this constitution, required to be exercised by the Company in general meeting.

10.2 EXERCISE OF POWERS

A power of the Board can be exercised only by resolution passed, or treated by rule 15 as passed, at a meeting of the Board, or in accordance with rule 22.

10.3 NEGOTIABLE INSTRUMENTS

The Board must decide the manner in which negotiable instruments can be executed, accepted or endorsed for and on behalf of the Company. The Company may execute, accept or endorse negotiable instruments only in the manner for the time being decided by the Board.

11 Delegation of Board powers

11.1 DELEGATION OF POWERS

The Board may delegate any of its powers to:

- (a) an attorney; or
- (b) the operational committee or another committee (consisting of at least one director and which may include persons who are not directors); or
- (c) any other executive.

11.2 TERMS OF DELEGATION

A delegation of powers under rule 11.1 may be:

- (a) for a specified period or without specifying a period; and
- (b) on the terms (including power a further delegate) and subject to any restrictions the Board decides; and
- (c) provided that any delegation made by the Company in relation to the administration of fundraising by the Company complies with the requirements of any laws relating to fundraising.

11.3 REVOCATION OF POWERS

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

11.4 STATUS OF EXERCISE OF POWER

Any power exercised in accordance with a delegation of the Board is taken to be exercised by the Board.

11.5 POWERS OF ATTORNEY

A power of attorney under rule 11.1 may contain the provisions for the protection and convenience of those who deal with the attorney that the Board thinks appropriate.

11.6 PROCEEDINGS OF COMMITTEE

Subject to the terms on which a power of the Board is delegated to a committee, the meetings and proceedings of committees are, as far as practicable, governed by the rules of this constitution which regulate the meetings and proceedings of the Board.

12 Director's duties and interests

12.1 HOLDING OFFICES OR ENTERING INTO AGREEMENTS

A director is not disqualified by reason only of being a director from:

- (a) holding any office or place of profit or employment, other than that of the Company's auditor, or being a member or creditor, of any corporation (including the Company) or partnership other than the auditor; or
- (b) entering into any agreement with the Company.

12.2 DECLARATION OF INTERESTS

A director who:

- (a) is in any way interested in a contract or proposed contract with the Company; or
- (b) holds any office or possesses any property as a result of which duties or interests might be created that are directly or indirectly in conflict with that director's duties or interests as a director,

must declare the nature and extent of the interest or conflict at the first Board meeting held after the relevant facts come to the director's knowledge. Where a director's interest relates to their employment or professional business and is of a confidential nature then, to the extent possible, the director must declare the nature and extent of their interest and must also advise the Board of the reasons why he or she is not able to fully disclose the nature or extent of their interest.

12.3 DIRECTOR INTERESTED IN A MATTER

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

- (a) a director may be counted in a quorum at a Board meeting that considers, and may vote on, whether the Company enters into an agreement or proposed agreement in which that director has an interest;
- (b) the Company may enter into the agreement and the director may participate in the execution of any relevant document by or on behalf of the Company;

- (c) the director may be counted in a quorum at a Board meeting that considers, and may vote on, matters involving the agreement;
- (d) if disclosure under rule 12.2 is made before the agreement is entered into the:
 - (i) director may retain benefits under the agreement even though the director has an interest in the agreement; and
 - (ii) Company cannot avoid the agreement merely because of the existence of the interest; and
- (e) it is acknowledged that Board members may be appointed as investigators for clinical trials which the Company is involved in and that this will not in itself constitute a material personal interest for the purposes of rule 12.3. However, the Board will review the terms of any appointment as investigator to ensure that, having considered all the relevant circumstances, any material personal interest arising is dealt with in accordance with this constitution and the Act.

12.4 DIRECTOR IDENTIFICATION NUMBERS

All directors must have a Director Identification Number and disclose same to the Company for record keeping and auditing purposes only.

13 Directors' remuneration

13.1 REMUNERATION OF NON-EXECUTIVE DIRECTORS

Subject to any agreement with the Company, the directors (other than Executive Directors) may be paid as a whole, or provided remuneration the total of which must not exceed the amount from time to time determined by a resolution of the members as the aggregate maximum sum. For the purposes of this rule remuneration includes salary, fringe benefits and superannuation contributions provided by the Company or other elements as is from time to time determined by a resolution of the members, but it does not include:

- (a) any payment as compensation for loss of office or in connection with retirement from office; and
- (b) an indemnity under rule 14.

13.2 DIVISION OF AGGREGATE SUM

The aggregate maximum sum will be divided among the directors as decided by the Board (including interested directors), or in default of agreement, equally having regard to the proportion of the relevant year for which each director held office.

13.3 REMUNERATION OF EXECUTIVE DIRECTOR

Subject to any contract with the Company the Board may fix the remuneration of an Executive Director appointed under rule 8.3 and that remuneration may consist of salary, bonus, or other elements as is from time to time determined by a resolution of the members.

13.4 ADDITIONAL REMUNERATION FOR EXTRA SERVICES

If a director, at the request of the Board and for the purposes of the Company, performs extra services or makes special exertions (including going or living away from the director's usual residential address), the Company may remunerate that director for doing so. Remuneration under this rule may be either in addition to or in substitution for any remuneration to which that director is entitled under rule 13.1 or rule 13.5.

13.5 EXPENSE OF DIRECTORS

The Company may pay the directors' travelling and other expenses they properly incur:

- (a) in attending directors' meetings and any committee meetings; or
- (b) in attending any general meetings of the Company; or
- (c) otherwise in connection with the Company's business.

14 Officers indemnity and insurance

14.1 INDEMNITY

Subject to the Act, the Company must, to the extent the person is not otherwise indemnified, indemnify every officer (as defined in the Act) of the Company and may indemnify its auditor against a liability:

- (a) incurred, in their respective capacities, to the Company, to a related body corporate or to a person other than the Company (including a liability incurred as a result of appointment or nomination of the Company or subsidiary as a trustee or as an officer of another corporation) unless the liability arises out of conduct involving a lack of good faith or is for a pecuniary penalty order or compensation under the Act; and
- (b) for costs and expenses incurred by the officer or auditor in defending civil or criminal proceedings in which judgment is given in favour of that person or in which that person is acquitted, or in connection with an application in relation to those proceedings in which the court grants relief to that person under the Act.

14.2 INSURANCE

Subject to the Act, the Company may enter into and pay premiums on a contract of insurance in respect of any person, to the fullest extent permitted by the Act.

14.3 FORMER OFFICERS

The indemnity in favour of officers under rule 14.1 is a continuing indemnity. It applies in respect of all acts done by a person while an officer of the Company, even though the person is not an officer at the time the claim is made.

15 Board meetings

15.1 CONVENING

A director may at any time, and the secretary must on the request of a director, convene a Board meeting.

15.2 NOTICE

The convenor of each Board meeting must give reasonable notice of the meeting, using any technology (and, if it is adjourned, on its resumption) individually to each director and each alternate in respect of whom the appointor has given notice requiring notice of Board meetings to be given to that alternate. Failure to give notice to, or non-receipt of notice by, a director does not result in a Board meeting being invalid.

15.3 USE OF TECHNOLOGY IS ALLOWED

Virtual meeting technology may be used in holding a Board meeting in accordance with the Act, provided the technology gives the directors as a whole a reasonable opportunity to participate in real time without being physically present. Where a document is required to be tabled at the meeting, the document is taken to have been tabled if the document is given to the directors before the meeting or made accessible to the directors during the meeting.

15.4 PLACE AND TIME OF MEETING IF TECHNOLOGY IS USED

The place for the meeting under rule 15.3 it is taken to be:

- (a) if there are 2 or more locations at which directors are entitled to physically attend the meeting may do so – the main location for the meeting as set out in the notice of meeting; or
- (b) otherwise – the location where the directors may physically attend the meeting; or if none of the directors are able to physically attend the meeting:
- (c) the place for the meeting is taken to be the registered office of the Company and the time for the meeting is taken to be the time at the place of the meeting.

15.5 APPOINTMENT OF CHAIRPERSON

- (a) The directors must elect at the first Board meeting following each Annual General Meeting of the Company;
 - (i) an Elected Director to be the Chairperson to chair the Company's directors meetings; and
 - (ii) another Elected Director to be the Deputy Chairperson, to chair the Company's directors meetings in the absence of the Chairperson.
- (b) The position of Chairperson or Deputy Chairperson automatically becomes vacant if the person who holds that position:
 - (i) ceases to be a director of the Company; or
 - (ii) resigns from the position of Chairperson by notice in writing to the Company.
- (c) If the position of Chairperson becomes vacant under rule (b), then the directors must elect a new Chairperson at the next directors meeting.

15.6 PROCEDURE IF CHAIR IS NOT PRESENT AT BOARD MEETING

If there is no Chairperson or if the Chairperson is not present within 15 minutes after the time for which a Board meeting is called or is unwilling to act, then:

- (a) if the Deputy Chairperson appointed under rule 15.5(a)(ii) is present within 15 minutes after the time for which the Board meeting was called and is willing to act then the Deputy Chairperson will chair the meeting
- (b) if there is no Deputy Chairperson, the Deputy Chairperson is not present within 15 minutes after the time for which a Board meeting is called or the Deputy Chairperson is unwilling to act and the Chairperson has nominated a director to act as Chairperson in the Chairperson and Deputy Chairperson's absence then the director nominated by the Chairperson will chair the meeting
- (c) if a person cannot be appointed under rule 15.5(a)(a) or rule 15.5(a)(b) to chair a Board meeting then the directors present must elect a director present to chair the meeting.

15.7 QUORUM

Unless the Board decides otherwise, the quorum for a Board meeting is a majority of directors and must not be less than three directors. An alternate director is deemed to be a director for the purposes of constituting a quorum subject to rule 9.4(e).

15.8 MAJORITY DECISIONS

A resolution of the Board must be passed by a majority of the votes cast by directors entitled to vote on the resolution.

15.9 CHAIRPERSON HAS CASTING VOTE

The Chairperson has a casting vote if necessary in addition to any vote they have in their capacity as a director.

15.10 BOARD DETERMINES PROCEDURES

The Board may meet together, adjourn and regulate its meetings as it decides.

15.11 CIRCULAR RESOLUTIONS

The directors may pass a resolution without a directors' meeting being held if all the directors entitled to vote on a resolution sign a document containing a statement that they are in favour of the resolution set out in the document. The resolution is passed when the last director signs. Directors may sign separate documents if the wording of the resolution and statement is identical in each copy. A telex, telegram, facsimile or e-mail message containing the text of the document expressed to have been signed by a director that is sent to the Company is a document signed by that director at the time of its receipt by the Company.

15.12 EFFECT OF IRREGULARITIES

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

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

16 Meeting of members

16.1 CALLING MEETINGS

The Secretary must call a general meeting of members by giving notice to each member if the Secretary receives a request to call a general meeting of members from:

- (a) the Chairperson; or
- (b) any three directors; or
- (c) 5% of the then current membership or 100 Voting Members of the Company.

16.2 MEETINGS REQUIRED BY THE ACT

If the Board is required by the Act or by order made under the Act to call a meeting the Board must request that the Secretary call a meeting under rule 16.1 and the Secretary must call a meeting of members under that rule.

16.3 NOTICE OF MEETING

Subject to rules 16.4 and 16.5, at least 21 days written notice of a meeting of members must be given in accordance with the Act to each member, to each director and to the auditor (if any).

16.4 SHORT NOTICE

Subject to the Act, the Company may call on short notice:

- (a) an annual general meeting, if all the members entitled to attend and vote agree
- (b) any other general meeting if members with at least 95% of the votes that may be cast at the meeting agree beforehand.

16.5 POSTPONEMENT OR CANCELLATION

Subject to the Act, the Board may postpone or cancel a meeting of members by written notice given individually to each person entitled to be given notice of the meeting. If a meeting is adjourned for one month or more, the Company must give new notice of the resumed meeting.

16.6 USE OF TECHNOLOGY

Virtual meeting technology may be used in holding a meeting of members in accordance with the Act, provided the technology gives the member as a whole a reasonable opportunity to participate in real time without being physically present. Where a document is required to be tabled at the meeting, the document is taken to have been tabled if the document is given to the members before the meeting or made accessible to the members during the meeting.

16.7 PLACE AND TIME OF MEETING IF TECHNOLOGY USED

The place for the meeting under rule 16.2 it is taken to be:

- (a) if there are 2 or more locations at which members are entitled to physically attend the meeting may do so – the main location for the meeting as set out in the notice of meeting; or
- (b) otherwise – the location where the persons may physically attend the meeting.

If none of the members are able to physically attend the meeting:

- (c) the place for the meeting is taken to be the registered office of the Company and the time for the meeting is taken to be the time at the place of the meeting.

16.8 ACCIDENTAL FAILURE TO GIVE NOTICE

An accidental omission to give notice of a general meeting or the postponement of a general meeting to any person entitled to receive that notice or the non-receipt of notice by any person entitled to receive that notice does not invalidate the proceedings or any resolutions passed at the general meeting.

16.9 ANNUAL GENERAL MEETINGS

An annual general meeting of the Company must be held in accordance with the provisions of the Act at least once in each calendar year and within five months after the end of each Financial Year.

16.10 CLASS MEETINGS

Rules 16 to 19 inclusive apply to a separate meeting of a class of members as far as they are capable of application and modified as necessary.

16.11 QUORUM

No business will be transacted at any general meeting unless a quorum of members is present at the time when the meeting proceeds to business. The presence of ten members entitled to attend and vote will constitute a quorum.

For the purpose of determining whether a quorum is present, a person attending by proxy will be deemed to be present. However, a minimum of three members entitled to vote must be physically in attendance at the meeting.

17 Conduct of general meetings

17.1 GENERAL

- (a) The general conduct of each general meeting of the Company and the procedures to be adopted at the meeting will be determined by the Chairperson, including the procedure for the conduct of the election of directors.
- (b) If there is a dispute at a general meeting about a question of procedure, the Chairperson may determine the question and no vote may be taken by the members on any such determination by the chairperson.
- (c) A director (and an alternative director) when acting as a director) is entitled to speak at every general meeting.

17.2 QUORUM NOT PRESENT

If a quorum is not present within 30 minutes after the time appointed for a meeting:

- (a) if the meeting was convened by or on the requisition of members, it is automatically dissolved; or
- (b) in any other case:
 - (i) it will stand adjourned to the same time and place seven days after the meeting, or to another day, time and place determined by the Board; and
 - (ii) if at the adjourned meeting a quorum is not present within 30 minutes after the time appointed for the meeting:
 - (1) if ten or more Voting Members are present, then ten members will for the purposes of that meeting constitute a quorum; or
 - (2) if less than ten Voting Members are present, then the meeting will be dissolved.

18 Appointment of chair of meetings of members

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

- (a) there is no director who the Board has appointed to chair Board meetings for the time being; or
- (b) the director appointed to chair Board meetings is not present at the time for which a meeting of members is called or is not willing to chair the meeting, the Voting Members present must elect a member or director present to chair the meeting.

19 Adjourned meetings

19.1 ABILITY TO ADJOURN

The chairperson of a meeting at which a quorum is present:

- (a) may, in the chairperson's discretion, adjourn a meeting with the meeting's consent; or
- (b) must adjourn a meeting if the meeting directs the chairperson to do so.

19.2 VENUE OF ADJOURNED MEETING

An adjourned meeting may take place at a different venue from the initial meeting.

19.3 BUSINESS AT ADJOURNED MEETING

The only business that can be transacted at an adjourned meeting is the unfinished business of the initial meeting.

19.4 NOTICE OF ADJOURNED MEETING

If a general meeting has been adjourned for more than 42 days, notice of the adjourned meeting must be given to members as if it were an original meeting, but otherwise it is not necessary to give notice of an adjourned meeting or the business of the adjourned meeting.

20 Proxies, attorneys and representatives

20.1 ABILITY TO APPOINT

A member who is entitled to attend and vote at a meeting of members may appoint a person as the member's proxy for the meeting. The appointment may specify that proportion or number of votes that the proxy may exercise.

20.2 VALIDITY OF APPOINTMENT

An appointment of a proxy is only valid if:

- (a) the person who is appointed as proxy is a Voting Member or a duly authorised representative of a member;
- (b) it is signed by the member making the appointment; and
- (c) it contains the information required under the Act.

20.3 VOTING DIRECTIONS

An appointment of a proxy may specify the way the proxy is to vote on a particular resolution. If it does the proxy must not vote in the resolution except as specified in the instrument.

20.4 EFFECTIVENESS OF APPOINTMENT

An appointment of a proxy for a meeting of members is not effective unless:

- (a) the proxy's appointment; and
- (b) if the appointment is signed by the appointor's attorney, the authority under which the appointment was signed or a certified copy of that authority,

is received by the Company at least 48 hours before the meeting.

20.5 ADJOURNED MEETING

If a meeting of members has been adjourned, any appointment and any authority received by the Company at least 48 hours before the resumption of the meeting are effective for the resumed part of the meeting.

20.6 VALIDITY OF VOTE OF PROXY

Unless the Company has received written notice of the matter before the start or resumption of the meeting at which a proxy votes, a vote cast by the proxy will be valid even if, before the proxy votes, the appointor:

- (a) dies; or
- (b) becomes mentally incapacitated; or
- (c) revokes the proxy or power appointment.

20.7 STANDING APPOINTMENTS

A member may appoint a proxy, attorney or representative to:

- (a) act at a particular meeting of members; or
 - (b) make a standing appointment
- and may revoke any appointment.

20.8 SUSPENSION OF PROXY OR ATTORNEY'S POWERS OF MEMBER PRESENT

A proxy or attorney has no power to act for a member at a meeting at which the member is present personally.

20.9 PRIORITY OF CONFLICTING APPOINTMENTS OF ATTORNEY OR REPRESENTATIVE

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

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

20.10 MORE THAN TWO CURRENT PROXY APPOINTMENTS

The appointment of proxy made first in time is the first to be treated as revoked by the appointment of a subsequent proxy.

21 Voting

21.1 NUMBER OF VOTES

- (a) Subject rule 21.2 and the other rules of this constitution, the contents of any proxy, and terms on which membership is granted, each Voting Member has one vote on a show of hands and one vote on a poll.
- (b) The chairperson of a meeting of members has a casting vote if necessary in addition to any vote they have in their capacity as a member.

21.2 NO VOTING RIGHTS

A member does not have voting rights at a general meeting unless:

- (a) voting rights are conferred on that member by the Board subject to rule 21.3; and
- (b) the Board has not resolved to remove the member's voting rights, and
- (c) that member has paid all monies it owes to the Company.

21.3 OBJECTION TO RIGHT TO VOTE

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

21.4 METHOD OF VOTING

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

21.5 DEMAND FOR A POLL

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

- (a) at least five members entitled to vote on the resolution; or
- (b) members with at least 5% of the votes that may be cast on the resolution on a poll; or
- (c) the chairperson.

21.6 WHEN AND HOW POLLS MUST BE TAKEN

A poll demanded on the adjournment of a meeting must be taken immediately. If a poll is demanded on any other resolution, the poll must be taken when and in the manner the chairperson directs.

22 Resolutions without meetings

22.1 WRITTEN RESOLUTIONS

The Company may pass a resolution without a general meeting being called or held if all 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.

22.2 SEPARATE COPIES

The Company may use separate copies of a document for signing by members if the wording of the resolution and statement is identical in each copy.

22.3 TIME OF RESOLUTION

The resolution is passed when the last member signs.

22.4 SIGNATURE OF RESOLUTIONS

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

23 Minutes

23.1 MINUTES MUST BE KEPT

The Board must keep minutes in accordance with the Act of:

- (a) proceedings and resolutions of meetings of members;
- (b) proceedings and resolutions of directors' meetings (including meetings of a committee of directors);
- (c) resolutions passed by members without a meeting;
- (d) resolutions passed by directors without a meeting; and
- (e) if the Company has only one director, the making of declarations by the director.

23.2 MINUTES AS EVIDENCE

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

23.3 INSPECTION OF MINUTE BOOKS

Members of the Company may access the minute book of meetings of members in accordance with the Act.

24 Company seals

24.1 COMMON SEAL

The Board:

- (a) may decide whether or not the Company has a common seal; and
- (b) is responsible for the safe custody of the seal (if any) and any duplicate seal.

24.2 USE OF SEALS

The common seal and duplicate seal (if any) may only be used with the authority of the Board in compliance with the Act.

24.3 FIXING SEALS TO DOCUMENTS

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

- (a) if the Company has only one sole director who is also the sole secretary, by that person; or
- (b) otherwise, by two directors or one director and one secretary; or
- (c) (in either case) by any other signatories or in any other way authorised by the Board.

24.4 WITNESS TO SEAL AND VALIDITY

A statement by the witness that the witness is the sole director and sole secretary should appear next to that person's signature, if they are witnessing a document in that capacity but the absence of that statement does not affect the validity of the execution of the document.

25 Accounts and audit

25.1 KEEPING ACCOUNTS

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

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

25.2 RIGHT OF ACCESS

A director has a right of access to financial records of the Company at all reasonable times.

25.3 FINANCIAL REPORT

If required by the Act, the Board must cause the Company to prepare a financial report and a directors' report that comply with the Act and must report to members in accordance with the Act.

25.4 AUDIT

If required by the Act, the Board must cause the Company's financial report for each Financial Year to be audited and obtain an auditor's report.

26 Inspection of financial records and books

Subject to rule 23.3 and the Act, a member who is not a director does not have any right to inspect any financial records or books of the Company except as authorised by the Board.

27 Amending the constitution

27.1 SPECIAL RESOLUTION

Subject to clause 27.2, the members may amend this constitution by passing a special resolution.

27.2 MUST NOT CHANGE CHARITABLE STATUS

The member must not pass a special resolution that amends this constitution if passing it causes the Company to no longer be a charity.

27.3 NOTICE TO ACNC AND ATO OF ALTERATIONS TO CONSTITUTION

All amendments making a material alteration to or materially affecting this constitution must, as to the extent required by law, be notified to the Australian Charities and Not-for-Profits Commissioner and the Commissioner for Taxation.

28 Dispute Resolution & Disciplinary Procedures

28.1 DISPUTE RESOLUTION

The dispute resolution procedure in this clause applies to disputes (disagreements) under this constitution between a member or director and:

- (a) one or more members; or
- (b) one or more directors, or
- (c) the Company.

28.2 A member must not start a dispute resolution procedure in relation to a matter which is the subject of a disciplinary procedure under clause 28.8 until the disciplinary procedure is completed.

28.3 Those involved in the dispute must try to resolve it between themselves within 14 days of knowing about it.

28.4 If those involved in the dispute do not resolve it under clause 28.3, they must within 10 days:

- (a) tell the directors about the dispute in writing;
- (b) agree or request that a mediator be appointed; and
- (c) attempt in good faith to settle the dispute by mediation.

28.5 The mediator must:

- (a) be chosen by agreement of those involved; or
- (b) where those involved do not agree:
 - (i) for disputes between members, a person chosen by the directors; or
 - (ii) for other disputes, a person chosen by either the Commissioner of the Australian Charities and Not-for-profits Commission or the president of the law institute or society in the state or territory in which the company has its registered office.

28.6 A mediator chosen by the directors under clause 28.5(b)(i):

- (a) may be a member or former member of the Company;
- (b) must not have a personal interest in the dispute; and
- (c) must not be biased towards or against anyone involved in the dispute.

28.7 When conducting the mediation, the mediator must:

- (a) allow those involved a reasonable chance to be heard;
- (b) allow those involved a reasonable chance to review any written statements;
- (c) ensure that those involved are given natural justice; and
- (d) not make a decision on the dispute.

28.8 DISCIPLINING MEMBERS

In accordance with this clause, the directors may resolve to warn, suspend or expel a member from the Company if the directors consider that:

- (a) the member has breached this constitution; or
- (b) the member's behaviour is causing, has caused, or is likely to cause harm to the Company.

28.9 At least 14 days before the directors' meeting at which a resolution under clause 28.8 will be considered, the secretary must notify the member in writing:

- (a) that the directors are considering a resolution to warn, suspend or expel the member;
- (b) that this resolution will be considered at a directors' meeting and the date of that meeting;
- (c) what the member is said to have done or not done;
- (d) the nature of the resolution that has been proposed; and
- (e) that the member may provide an explanation to the directors, and details of how to do so.

28.10 Before the directors pass any resolution under clause 28.8, the member must be given a chance to explain or defend themselves by:

- (a) sending the directors a written explanation before that directors' meeting; and/or
- (b) speaking at the meeting.

28.11 After considering any explanation under clause 28.10, the directors may:

- (a) take no further action;
- (b) warn the member;
- (c) suspend the member's rights as a member for a period of no more than 12 months;
- (d) expel the member;
- (e) refer the decision to an unbiased, independent person on conditions that the directors consider appropriate (however, the person can only make a decision that the directors could have made under this clause); or
- (f) require the matter to be determined at a general meeting.

28.12 The directors cannot fine a member.

28.13 The secretary must give written notice to the member of the decision under clause 28.11 as soon as possible.

28.14 Disciplinary procedures must be completed as soon as reasonably practical.

28.15 There will be no liability for any loss or injury suffered by the member as a result of any decision made in good faith under this clause.

29 Establishment and operation of Gift Fund

29.1 MAINTAINING GIFT FUND

The Company must maintain for its charitable purpose a fund (Gift Fund):

- (a) to which gift of money or property for its charitable purpose are to be made;
- (b) to which contributions under the Tax Act in relation to a fund raising event held for that purpose are to be made;
- (c) to which any money received by the Company because of those gifts or contributions is to be credited; and
- (d) that does not receive any other money or property.

29.2 LIMITATIONS OF USE

The Company must use the Gift Fund only for its charitable purpose.

29.3 WINDING UP

Where the Company is wound up or ceases to be endorsed as a deductible gift recipient under the Tax Act, any surplus assets of the Gift Fund will be dealt with in the same manner as under clause 5.2.

29.4 MULTIPLE GIFT FUNDS

Nothing under this clause 29 prevents the Company from maintaining multiple Gift Funds, provided that each Gift Fund meets the requirements for a deductible gift recipient category, and must be properly separated and managed.

30 Notices

30.1 NOTICES BY COMPANY

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

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

30.2 OVERSEAS MEMBERS

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

30.3 WHEN GIVEN

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

(a) if it is delivered personally or sent by fax or electronic message:

- (i) by 5.00 pm (local time in the place of receipt) on a business day - on that day; or
- (ii) after 5.00 pm (local time in the place of receipt) on a business day, or on a day that is not a business day – on the next business day

(b) if it is sent by mail:

- (i) within Australia - three business days after posting; or
- (ii) to a place outside Australia including New Zealand - seven business days after posting.

A certificate in writing signed by a director or secretary of the Company stating that a notice was sent is conclusive evidence of service.

31 Not-for-Profit laws

31.1 COMPLIANCE WITH APPLICABLE NOT-FOR-PROFIT LAWS

The Company must comply with all law relating to the regulation and operation of charities or not-for-profit entities, including the ACNC Act and the Tax Act, and any rulings or requirements of the Commissioner of the ACNC or the Commissioner of Taxation, having application to the Company.

