

Constitution of Blue Knot Foundation ACN 072 260 005

The Corporations Act

A company limited by guarantee

Incorporated in New South Wales

Constitution of Blue Knot Foundation

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GENERAL

1. Name

The name of the company is Blue Knot Foundation (the **Company**).

2. Objects

The Company's objects are:

- (a) to empower recovery and build resilience for Australian adults who experience the impacts of complex trauma;
- (b) to provide support, education and resources for the families and communities of adult Survivors of complex trauma;
- (c) to develop and disseminate best practice and research evidence around complex trauma;
- (d) to build national workforce capacity around complex trauma treatment, trauma-informed practice and managing vicarious trauma;
- (e) to drive innovation in complex trauma policy, practice and service delivery;
- (f) to embed trauma-informed policy, practice and systems change within organisations and the community;
- (g) to distribute regular communications to:
 - (i) disseminate current research and articles of interest to Survivors and those who support them personally and professionally;
 - (ii) inform Company members of forthcoming events, workshops, seminars and conferences; and
 - (iii) report previous Company meetings/events to members unable to attend;
- (h) to deliver training programs, workshops, conferences and other services to a variety of personnel and practitioners for Survivors, supporters, professionals and other personnel;
- (i) to provide a national network for Survivors of complex trauma throughout Australia;
- (j) to run an interactive, comprehensive, state of the art website to help the Company achieve its objects; and
- (k) to operate a telephone service to help achieve the objects of the Company.

3. Guiding principles

In fulfilling its objects, the Company proposes:

- (a) to be an effective national voice for Survivors of complex trauma;
- (b) to seek the assistance of qualified and experienced trauma-informed practitioners and services in support of Survivors;
- (c) to promote and disseminate relevant research in relation to best practice in complex trauma and trauma-informed principles;
- (d) to raise community awareness about the harmful long term effects of complex trauma;
- (e) to educate the judiciary, media, diverse professionals, legislators, health and welfare personnel and the public about the complex needs of Survivors;
- (f) to break the silence around issues of complex trauma, violence and abuse;
- (g) to lobby governments to influence legislation and policy to prioritise adequate funding for services, programs and support for Survivors;
- (h) to gather resources including international best practice and research evidence, journals, articles and books to support recovery from complex trauma;
- (i) to do all such things as the Company may decide to be in furtherance of the objects of supporting Survivors; and
- (j) to do all such things as are necessary or conducive to the achievement of the above listed objects and purposes.

4. Company activities

Solely for the purpose of carrying out the objects in clause 2, the Company proposes:

- (a) to hold or arrange competitions and provide or contribute towards the provision of prizes, awards and distinctions, except that no members of the Company shall receive any prize, award or distinction of monetary value unless the member is a successful competitor at any competition held or promoted by the Company;
- (b) to subscribe to, become a member of and co-operate with or amalgamate with any other association or organisation, whether incorporated or not, whose objects are similar to those of the Company except that the Company shall not subscribe to or support with its funds or amalgamate with any association or organisation which does not prohibit the distribution of its income and property among its members to an extent at least as great as that imposed on the Company under clause 70 of this constitution;
- (c) to buy, sell and deal in all kinds of apparatus, provisions, liquid and solid, required by the members of the Company or persons frequenting the Company's premises;
- (d) to purchase, take on lease or in exchange, hire and otherwise acquire any lands, building, easement or property, real or personal, and any right or privileges required for the purposes of, or capable of being conveniently used in connection with, any of the objects of the Company except that if the Company shall take or hold any property which may be

subject to any trusts the Company shall only deal with that property in such manner as is allowed by law having regard to such trusts;

- (e) to enter into any arrangements with any government or authority, federal, State, regional, local or otherwise, that may seem conducive to the Company's objects or any of them, to obtain from any such government or authority any rights, privileges and concessions which the Company may think it desirable to obtain, and to carry out, exercise and comply with any such arrangements, rights, privileges and concessions;
- (f) to appoint, employ, remove or suspend such personnel as staff members as may be necessary or convenient for the purposes of the Company;
- (g) to establish and support or aid in the establishment and support of associations, institutions, funds, trusts and conveniences established to benefit employees or past employees of the Company or the dependants or connections of any such persons, and to grant pensions and allowances, and to make payments towards insurance, and to subscribe or guarantee money for charitable or benevolent objects, or for any public, general or useful object;
- (h) to construct, impose, maintain, develop, work, manage, carry out, alter or control any houses, buildings, grounds, works or conveniences for the purpose of directly or indirectly advancing the Company's interests, and to contribute, to subsidise or otherwise assist and take part in the construction, improvement, maintenance, development, working, management, carrying out, alteration or control of them;
- (i) to invest and deal with the money of the Company not immediately required in such manner as the Board thinks fit;
- (j) to borrow or raise or secure the payment of money in such manner as the Board thinks fit and to secure the same or the repayment or performance of any debt, liability, contract, guarantee or other engagement incurred or to be entered into by the Company in any way and in particular by the issue of debentures, perpetual or otherwise, charged upon all or any of the Company's property (both present and future), and to purchase, redeem or pay off such securities;
- (k) to make, draw, accept, endorse, discount, execute and issue promissory notes, bills of exchange, bills of lading and other negotiable or transferable instruments;
- (l) to sell, improve, manage, develop, exchange, lease, dispose of, turn to account or otherwise deal with all or any part of the property and rights of the Company;
- (m) to take or hold mortgages, liens and charges to secure payment of the purchase price or any unpaid balance of the purchase price, of any part of the Company's property, whether real or personal, sold by the Company or any money due to the Company from purchasers and others;
- (n) to take any gift of property whether subject to any special trust or not for any one or more of the objects of the Company but subject always to the proviso in paragraph (d);
- (o) to take such steps by personal or written appeals, public meetings, telecast, video broadcast or otherwise, as may from time to time be deemed expedient for the purpose of procuring contributions to the funds of the Company in the shape of donations, annual

subscriptions or otherwise. Such fundraising activities must comply with the various legislative requirements governing those activities in the States in which they are carried out;

- (p) to print and publish any newspapers, periodicals, books or leaflets that the Company may think desirable for the promotion of its objects;
- (q) to purchase or otherwise acquire and undertake all or any part of the property assets, liabilities and engagements of any one or more of the companies, institutions, societies or associations with which the Company is authorised to amalgamate;
- (r) to transfer all or any part of the property, assets, liabilities and engagements of the Company to any one or more of the companies, institutions, societies or associations with which the Company is authorised to amalgamate; and
- (s) to make donations for patriotic or charitable purposes.

5. Definitions

The following definitions apply in this constitution:

Board means the board of Directors as referred to in clause 37;

Commencement Date means the date this constitution commences and applies to the Company;

Corporations Act means the *Corporations Act 2001* (Cth) and the *Corporations Regulations 2001* (Cth);

Director means a person appointed or elected to the office of director of the Company in accordance with this constitution and includes any alternate director duly acting as a director;

Grievance Resolution Committee means the committee created by the Board from time to time, made up of members, and/or non-members with expertise in conflict resolution or related skills, that assists the Board to resolve grievances;

National Office means the street or postal address determined by the Board as the “National Office” of the Company from time to time;

Nomination Criteria means the criteria determined by the Board from time to time in accordance with this constitution that a person must satisfy before being eligible for nomination as a Director;

Seal means any common seal or duplicate common seal of the Company;

State means any State or Territory of Australia; and

Survivors means adult survivors of complex trauma (whether it occurred during childhood, adulthood, or both).

6. Interpretation

The following rules of interpretation apply:

- (a) headings are for convenience only and do not affect interpretation;
- (b) a gender includes all genders;
- (c) the singular includes the plural and conversely;
- (d) where a word or phrase is defined, its other grammatical forms have a corresponding meaning;
- (e) a reference to a paragraph or sub-paragraph is to a paragraph or sub-paragraph, as the case may be, of the clause or paragraph, respectively, in which the reference appears;
- (f) a reference to any legislation or to any provision of any legislation includes any modification or re-enactment of it, any legislative provision substituted for it, and all regulations and statutory instruments issued under it; and
- (g) unless a contrary intention appears in this constitution, an expression has, in a provision of this constitution which relates to a particular provision of the Corporations Act, the same meaning as in that provision of the Corporations Act.

7. Replaceable rules

The replaceable rules contained in the Corporations Act do not apply to the Company.

8. Previous constitution superseded

This constitution supersedes the Company's constitution in force immediately before the adoption of this constitution.

9. Transitional

Everything done under any previous constitution of the Company shall continue to have the same operation and effect after the adoption of this constitution as if properly done under this constitution. In particular (without limitation):

- (a) every member of the Company immediately before adoption of this constitution shall be taken to have been appointed and shall continue as a member under this constitution;
- (b) every Director and secretary in office immediately before adoption of this constitution shall be taken to have been appointed and shall continue in office under this constitution; and
- (c) any Seal adopted by the Company before the adoption of this constitution shall be taken to be a Seal properly adopted under this constitution.

10. Actions authorised under and compliance with the Corporations Act

Where the Corporations Act authorises or permits a company to do any matter or thing if so authorised by its constitution, the Company is and shall be taken by this clause to be authorised or permitted to do that matter or thing, despite any other provision of this constitution.

11. Liability

- (a) The liability of members is limited.
- (b) Each member undertakes to contribute to the property of the Company if the Company is wound up while they are a member or within one year after they cease to be a member, for payment of the Company's debts and liabilities contracted before they cease to be a member and of the costs, charges and expenses of winding up and for the adjustment of the rights of the contributories among themselves, such amount as may be required, but not exceeding \$2.00.

12. Amendment of constitution

No addition, alteration or amendment to the constitution will be effective unless such addition, alteration or amendment has, if required by the Corporations Act or the *Charitable Fundraising Act 1991* (NSW) or similar legislation, been approved by the relevant minister or other relevant authority.

MEMBERSHIP

13. Members

- (a) The number of members which the Company proposes to be registered is unlimited but shall not be less than 5 members at any time.
- (b) The subscribers of the constitution of the Company (who have not subsequently resigned as members) and any other persons admitted to membership in accordance with this constitution shall be the members of the Company.
- (c) The Company may admit as members natural persons, bodies corporate, partnerships, associations, joint ventures, industry bodies or groups, industry members or any other body (whether or not incorporated).

14. Application for membership

- (a) Subject to paragraph (d), an application for membership shall be made in writing and signed by the applicant or lodged online and shall be accompanied by such application fee and annual membership fees as may from time to time be payable to the Company in accordance with this constitution.
- (b) An application for membership shall be made to the National Office.
- (c) The National Office staff member responsible for memberships shall decide whether or not to admit the applicant in accordance with Company policy guidelines developed and promulgated by the Board. If an applicant does not agree with that staff member's decision not to be admitted as a member, then the applicant may ask the Board to determine admission. Notwithstanding any decision of the staff member regarding membership, a

meeting of the Directors may determine at any time the admission of an applicant to membership of the Company or any refund of application fee and annual membership fees.

- (d) An application for membership shall be made in such form as the Board may determine from time to time.
- (e) When an applicant has been accepted for membership, the National Office shall notify the applicant of the acceptance and the applicant shall be registered in the Company's register of members and shall immediately become a member of the Company.
- (f) If an application for membership is refused, the applicant will be advised of this and any application fee and annual membership fees accompanying the application will be returned to the applicant. No reason is required to be given for the refusal of any application.

15. Application Fee and Annual membership fees

- (a) The application fee and annual membership fee payable by members of the Company shall be as prescribed by the Directors from time to time, and may be prescribed to be nil.
- (b) The annual membership fee period (if any) shall be computed with regard to 4 quarterly renewal periods, with annual membership fees due and payable 12 months in advance from the applicable renewal period.
- (c) All annual membership fees (if any) paid to the Company shall be, unless directed by the Board otherwise, remitted to and retained by the National Office to be used to further the objects of the Company.
- (d) The Directors may, if hardship or other sufficient cause is shown, reduce or remit any application fee or annual membership fees payable by a member.

CESSATION OF MEMBERSHIP

16. Resignation of a member

A member may at any time, by giving notice in writing to the National Office, resign as a member of the Company. The resignation shall be effective from the date of receipt of the notice. That member's name shall be removed from the register of members and no refund of membership dues will be provided unless by specific resolution of the Board.

17. Non-payment of annual membership fee

If any part of the annual membership fee of a member remains unpaid for a period of 30 days after the final payment date for that fee, the National Office staff member responsible for memberships may, acting on behalf of the Company and without further reference to the member, expel the member from membership of the Company and remove the member's name from the register of members.

18. Misconduct of a member

- (a) If any member:
 - (i) is in breach of the provisions of this constitution; or
 - (ii) is guilty of any act or omission which, in the opinion of a meeting of the Directors, is unbecoming of a member or prejudicial to the interests of the Company,the Directors may expel the member from the Company and remove the member's name from the register of members.
- (b) The Directors shall not expel a member under paragraph (a) unless at least 7 days' notice in writing has been given to the member stating the date, time and place at which the question of expulsion of that member is to be considered by the Directors, and the nature of the alleged misconduct.
- (c) If a meeting of the Directors resolves to expel a member, the secretary shall immediately give notice in writing to the member. The member then has the right, exercisable by notifying the secretary within 7 days after receipt of the notice (**Notice Period**), to have the issue reviewed by a meeting of the Directors on appeal. If a resolution to expel the member is again passed at a meeting of the Directors by a majority of two-thirds of those present and voting, the member shall cease to be a member and that person's name will be removed from the register of members.
- (d) If the member does not notify the secretary on or before the expiration of the Notice Period, the member shall cease to be a member on the expiration of the Notice Period and that person's name shall be removed from the register of members.
- (e) There is no requirement for the Company to refund any unused portion of membership fees in the case of expulsion.

19. Other grounds for cessation of membership

A member's membership of the Company shall automatically cease:

- (a) in the case of a member who is a natural person, on the date that the member dies; or
- (b) in the case of a member which is a body corporate, on the date that:
 - (i) a liquidator is appointed in connection with the winding-up of the member; or
 - (ii) an order is made by a court for the winding-up or deregistration of the member.

20. Liability for annual membership fees and other amounts following cessation

Notwithstanding that the member ceases to be a member of the Company, they shall continue to be liable for:

- (a) all annual membership fees or other amounts owing by them to the Company which are due and unpaid as at the date that they cease to be a member; and
- (b) amounts which they are or may become liable to pay the Company under clause 11(b).

SUBSCRIBERS (NON-MEMBERS)

21. Subscribers

- (a) The Company may at any time create and maintain a “subscriber register” of persons (including any body corporate) known as “subscribers”. “Subscribers” are not members of the Company and have no rights to vote at meetings of the Company.
- (b) Registration as a “subscriber” does not limit in any way a person’s right to apply for membership of the Company in accordance with this constitution.
- (c) The Board may from time to time determine a “subscriber policy” governing the registration of “subscribers” and the benefits they are entitled to receive from the Company, including the following:
 - (i) the minimum requirements a person must satisfy to obtain registration on the “subscriber register”;
 - (ii) the publications and benefits that “subscribers” receive in return for the payment of “subscriber fees”;
 - (iii) the “subscriber fees” payable by “subscribers” to the Company, which may be prescribed to be nil, in return for benefits supplied in accordance with the “subscriber policy” and this constitution; and
 - (iv) all other requirements related to “subscribers” that the Board considers necessary.
- (d) Clauses 17, 18(a), 18(b), 19 and 20 apply to “subscribers”, and a reference in those clauses to:
 - (i) “member” is to be read as “subscriber”; and
 - (ii) “annual membership fee” is to be read as “subscriber fee”.

GENERAL MEETINGS

22. Power of Directors to convene

- (a) Any Director may whenever they think fit convene a general meeting.
- (b) Any Director may cancel by notice in writing to all members any meeting convened by the Director, except that a meeting convened on the requisition of a member or members shall not be cancelled without their consent.

23. Notice of general meetings

- (a) Each notice convening a general meeting shall contain the information required by the Corporations Act.
- (b) A notice of meeting sent by post is taken to be given 3 days after it is posted. A notice of meeting sent by fax, or other electronic means, is taken to be given on the business day after it is sent.

- (c) The non-receipt of a notice convening a general meeting by, or the accidental omission to give notice to, any person entitled to receive notice does not invalidate the proceedings at or any resolution passed at the meeting.

24. Quorum

- (a) No business shall be transacted at any general meeting unless a quorum of members is present at the time when the meeting proceeds to business. Except as otherwise provided in this constitution, a quorum of members is constituted by 5 members present in person (or by proxy, attorney or representative).
- (b) For the purpose of determining whether a quorum is present, a person attending as a proxy, or as an attorney for a member, or as a representative of a corporation that is a member, shall be taken to be a member present in person.
- (c) For the purpose of this clause, a member shall be considered to be present at a meeting if the member is present in person at the venue or venues for the meeting or by proxy, by attorney and, where the member is a body corporate, by representative.

25. If quorum not present

- (a) If a quorum is not present within 30 minutes from the time appointed for the meeting:
 - (i) where the meeting was convened upon the requisition of members — the meeting shall be dissolved (subject to paragraph 27(a)); or
 - (ii) in any other case:
 - (A) the meeting stands adjourned to such day, and at such time and place, as the Directors present at the meeting determine or, if no determination is made by those Directors, to the same day in the next week at the same time and place; and
 - (B) if at the adjourned meeting a quorum is not present within 30 minutes from the time appointed for the meeting - the meeting shall be dissolved.

26. Chair of meetings

- (a) If the Directors have elected one of their number as chair of their meetings, that Director shall preside as chair at every general meeting.
- (b) Where a general meeting is held and:
 - (i) a chair has not been elected as provided by paragraph (a); or
 - (ii) the chair is not present within 15 minutes after the time appointed for the holding of the meeting or is unwilling to act,the members present shall elect one of their number to be chair of the meeting.

27. Adjournments

- (a) The chair may, and shall if so directed by a majority of members at the meeting, adjourn the meeting from time to time and from place to place.
- (b) No business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.
- (c) When a meeting is adjourned for 30 days or more, notice of the adjourned meeting shall be given as in the case of an original meeting.
- (d) A resolution passed at a meeting resumed after an adjournment is passed on the day it was passed.

28. Voting at general meetings

- (a) Any resolution to be considered at a meeting shall be decided on a show of hands unless a poll is demanded:
 - (i) by the chair;
 - (ii) by at least 5 members present in person or by proxy, representative or attorney; or
 - (iii) by a member or members present in person or by proxy, representative or attorney and representing not less than 10% of the total voting rights of all the members having the right to vote at the meeting.
- (b) A declaration by the chair that a resolution has on a show of hands been carried or lost and an entry to that effect in the minutes of the meeting shall be taken as conclusive evidence of the fact without the need to show the number or proportion of the votes recorded in favour of or against the resolution.
- (c) The demand for a poll may be withdrawn.

29. Procedure for polls

- (a) A poll demanded on a matter other than the election of a chair or the question of an adjournment shall be taken in the manner and at the time the chair directs.
- (b) A poll demanded on the election of a chair or on a question of adjournment shall be taken immediately.
- (c) The result of the poll shall be a resolution of the meeting at which the poll was demanded.

30. Chair's casting vote

In the case of an equality of votes on a show of hands or on a poll the chair of the meeting has a casting vote in addition to any vote to which the chair may be entitled as a member.

31. Voting of members

- (a) At meetings of members, each member entitled to vote may vote in person or by proxy or attorney.
- (b) On a show of hands every person present who is a member or a representative of a member or an attorney for a member has one vote, and on a poll every member present in person or by proxy or attorney has one vote.

32. Restriction on voting rights

A member is not entitled to vote at a general meeting unless all sums presently payable by them in respect of their membership in the Company have been paid.

33. Objections to qualification to vote

A challenge to a right to vote at a meeting of a Company's members:

- (a) may only be made at the meeting; and
- (b) must be determined by the chair, whose decision is final.

34. Proxies

- (a) An instrument appointing a proxy shall be taken to confer authority to demand or join in demanding a poll.
- (b) An instrument appointing a proxy shall be in the form as set out in Schedule A or in a form that is as similar to Schedule A as the circumstances allow or in such other form as the Directors shall accept. Such an instrument shall be sent to all members.
- (c) An instrument appointing a proxy must:
 - (i) be in writing under the hand of the appointer or of the appointer's attorney duly authorised in writing; or
 - (ii) if the appointer is a corporation, be either under seal or under the hand of a duly authorised officer or attorney.
- (d) A proxy may vote as the proxy thinks fit on any motion or resolution in respect of which no manner of voting is indicated.
- (e) A proxy shall not be entitled to vote on a show of hands.
- (f) No instrument appointing a proxy shall be treated as invalid merely because it does not contain the address of the appointer or of a proxy or is not dated or does not contain in relation to any or all resolutions an indication of the manner in which the proxy is to vote and, in any case where the instrument does not contain the name of a proxy, the instrument shall not for that reason be invalid and shall be taken to be given in favour of the chair of the meeting.

35. Lodgement of proxies

- (a) An instrument appointing a proxy shall not be treated as valid unless the instrument or a fax of the instrument, and the power of attorney or other authority (if any) under which the instrument is signed or a notarially certified copy of that power or authority, is or are deposited, not less than 24 hours (or such lesser period as the Directors may permit) before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote, and, in the case of a poll, not less than 24 hours or such lesser period as the Directors may permit) before the time appointed for the taking of the poll, at the registered office of the Company or at such other place within Australia as is specified for that purpose in the notice convening the meeting.
- (b) For an instrument appointing an attorney to act on behalf of a member at all or any meetings of the Company to be effective the following documents must be received by the Company not less than 24 hours (or any shorter period as the Directors may permit) before the commencement of the meeting or adjourned meeting at which the attorney proposes to vote:
 - (i) the power of attorney or a certified copy of that power of attorney; and
 - (ii) any evidence that the Directors may require of the validity and non-revocation of that power of attorney.

For the purposes of this clause, the Company receives these documents when they are received at any of the following:

- (iii) the Company's registered offices;
- (iv) a fax number at the Company's registered office; or
- (v) a place, fax number or electronic address specified for the purpose in the notice of meeting.

36. Validity of proxies

- (a) A vote exercised in accordance with the terms of an instrument of proxy, a power of attorney or other relevant instrument of appointment is valid despite:
 - (i) the previous death or unsoundness of mind of the principal;
 - (ii) the revocation of the instrument (or of the authority under which the instrument was executed) or the power; or
 - (iii) the transfer of the share in respect of which the instrument or power is given,if no notice in writing of the death, unsoundness of mind, revocation or transfer has been received by the Company at its registered office before the commencement of the meeting or adjourned meeting at which the instrument is used or the power is exercised.
- (b) A proxy is not revoked by the principal attending and taking part in the meeting, unless the principal actually votes at the meeting on the resolution for which the proxy is proposed to be used.

DIRECTORS

37. The Board

- (a) The Board of the Company shall comprise Directors.

Process for appointment of Directors

- (b) Provided clause 38 is complied with, a person will, by resolution of a meeting of the Directors, be appointed a Director provided the person meets the Nomination Criteria applicable to Directors.

Maximum terms of directors

- (c) The maximum term of a Director runs from the date of appointment and terminates immediately on the start of the first annual general meeting that occurs 5 or more years after the date of appointment. If a person has held office as Director for the maximum term, then that person may not be reappointed as a Director until 12 months after the date that person last held office as Director.

38. Number of Directors

- (a) The number of the Directors shall be not less than 3 and not more than 11.

39. Nomination criteria

- (a) A meeting of the Directors will determine from time to time the Nomination Criteria that individuals must satisfy before being eligible for appointment as a Director.
- (b) Key requirements that must be specified in the Nomination Criteria include being:
- (i) a current member of the Company;
 - (ii) a person of good fame and character, including no criminal convictions in any country;
 - (iii) not otherwise disqualified by law from being a director; and

- (iv) provide particular expertise and experience relevant to the operation of the Board and the Company which the Board determines (in its sole discretion) to be necessary or desirable at the time a vacancy arises.

40. Rotation of Directors

- (a) A meeting of the Directors may from time to time determine a policy for the rotation of Directors, including, where appropriate, when Directors in general or particular Directors will stand down.
- (b) A policy for the rotation of Directors is binding on all Directors, except to the extent varied by a meeting of the Directors or to the extent unenforceable with regard to a provision of the Corporations Act.

41. Remuneration of Directors

The Directors may be reimbursed reasonable travel and other out of pocket expenses properly incurred by them in attending meetings of the Directors or any committee of the Directors or general meetings of the Company or otherwise in connection with the business of the Company at the discretion of the treasurer and chair. Subject to clause 70, the Directors shall not be otherwise remunerated in respect of their office of Director.

42. Vacation of office

- (a) In addition to the circumstances in which the office of a Director becomes vacant by virtue of the Corporations Act, the office of a Director becomes vacant if the Director:
 - (i) 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;
 - (ii) resigns their office by notice in writing to the Company;
 - (iii) is absent without the consent of the Directors from meetings of the Directors held during a period of 6 months; or
 - (iv) is removed from office by resolution of the Company.
- (b) If a casual vacancy occurs on the Board, the Board may appoint another member to fill the vacancy for the balance of the term which the former Director would otherwise have served.

POWERS AND DUTIES OF DIRECTORS

43. Powers of Directors

- (a)
- (b) Subject to the Corporations Act and to any other provisions of this constitution, the business of the Company shall be managed by the Directors, who may pay all expenses

incurred in promoting and forming the Company, and may exercise all such powers of the Company as are not, by the Corporations Act or by this constitution, required to be exercised by the Company in general meeting.

- (b) Without limiting the generality of paragraph (a), the Directors may exercise all the powers of the Company except any powers that the Corporations Act or this constitution requires the Company to exercise in general meeting. This shall include the powers to borrow money, to charge any property or business of the Company and to issue debentures or give any other security, for a debt, liability or obligation of the Company or of any other person.

44. Power to use Seals

The Directors may exercise all the powers of the Company in relation to any Seal and any branch register.

45. Appointment of attorneys

- (a) The Directors may, by power of attorney, appoint any person or persons to be the attorney or attorneys of the Company for such purposes, with such powers, authorities and discretions (being powers, authorities and discretions vested in or exercisable by the Directors), for such period and subject to such conditions as they think fit.
- (b) Any such power of attorney may contain such provisions for the protection and convenience of persons dealing with the attorney as the Directors think fit and may also authorise the attorney to delegate all or any of the powers, authorities and discretions vested in them.

46. Negotiable instruments

All negotiable instruments of the Company shall be signed, drawn, accepted, endorsed or otherwise executed by the persons and in the manner the Directors decide from time to time, and unless so decided, by any 2 Directors.

PROCEEDINGS OF DIRECTORS

47. Convening meetings

- (a) The Directors may meet together for the despatch of business and adjourn and otherwise regulate their meetings as they think fit.
- (b) A Director may at any time, and a secretary shall on the requisition of a Director, convene a meeting of the Directors.

48. Meetings by technology

- (a) For the purposes of the Corporations Act, each Director, on becoming a Director (or on the adoption of this constitution), consents to the use of video, telephone or any other technology which permits each Director to communicate with every other Director.

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

- (b) Where the Directors are not all in attendance at one place and are holding a meeting using technology and each Director can communicate with the other Directors:
 - (i) the participating Directors shall, for the purpose of every provision of this constitution concerning meetings of the Directors, be taken to be assembled together at a meeting and to be present at that meeting; and
 - (ii) all proceedings of those Directors conducted in that manner shall be as valid and effective as if conducted at a meeting at which all of them were present.

49. Chair of meetings

- (a) The Directors shall elect one of their number as chair of their meetings and may decide the period for which the Director is to hold office as chair. The maximum continuous term for chair is 5 years.
- (b) Where such a meeting is held and:
 - (i) a chair has not been elected as provided by paragraph (a); or
 - (ii) the chair is not present within ten minutes after the time appointed for the holding of the meeting or declines to act, the Directors present shall elect one of their number to be chair of the meeting.

50. Quorum

- (a) Subject to paragraph (b), the number of Directors whose presence is necessary to constitute a quorum of a meeting of the Directors is 4.
- (b) A validly constituted meeting of the Directors may, from time to time, change the number of Directors necessary to constitute a quorum of a meeting of the Directors.
- (c) If a Director is in any way, directly or indirectly, interested in any matter arising for decision at a meeting of Directors, then that Director must not be present when the matter is being considered at a meeting, or vote on the matter. In those circumstances, the Director must not be counted as part of determining a quorum.

51. Proceedings at meetings

Subject to this constitution, questions arising at a meeting of Directors shall be decided by a majority of votes of Directors present and voting and any such decision shall for all purposes be taken to be a decision of the Directors.

52. Chair's casting vote

In case of an equality of votes of Directors, the chair of the meeting, in addition to their deliberative vote, has a casting vote.

53. Restrictions on voting

- (a) Subject to clause 53(b), a Director who has a material personal interest in a matter that relates to the affairs of the Company must give the other Directors notice of their interest.
- (b) A Director who has a material personal interest in a matter that is being considered at a Directors' meeting must not:
 - (i) be present while the matter is being considered at the meeting; or
 - (ii) vote on the matter,except in the following circumstances:
 - (iii) the Directors who do not have a material personal interest in the matter have passed a resolution that:
 - (A) identifies the Director, the nature and extent of the Director's interest in the matter and in relation to the affairs of the Company; and
 - (B) states that those Directors are satisfied that the interest should not disqualify the Director from voting or being present; or
 - (iv) the material personal interest is a matter that is not required to be disclosed under the Corporations Act.
- (c) Nothing in this clause affects the duty of a Director:
 - (i) who holds any office or possesses any property whereby, directly or indirectly, duties or interests might be created in conflict with the Directors' duties or interests as a Director, to declare at a meeting of Directors, the fact and the nature, character and extent of the conflict; or
 - (ii) to comply with the Corporations Act.

54. Disclosure of interests

- (a) A Director is not disqualified by their office from contracting with the Company in any capacity whatsoever.
- (b) A contract or arrangement made by the Company with a Director or in which a Director is in any way, directly or indirectly, interested shall not be avoided merely because the Director is a party to or interested in it.
- (c) A Director is not liable to account to the Company for any profit derived in respect of a matter in which they have a material interest, merely because of their office or the fiduciary relationship it entails, if the Director has:
 - (i) declared their interest in the matter as soon as practicable after the relevant facts have come to the Director's knowledge; and
 - (ii) not contravened this constitution or the Corporations Act in relation to the matter.
- (d) A general notice that the Director is an officer or member of a specified body corporate or firm stating the nature and extent of their interest in the body corporate or firm shall, in relation to a matter involving the Company and that body corporate or firm, be a sufficient

declaration of the Director's interest, provided the extent of that interest is no greater at the time of first consideration of the relevant matter by the Directors than was stated in the notice.

- (e) A Director may hold any office of employment or profit in the Company (other than auditor) in addition to holding office as a Director.

55. Alternate Directors

- (a) A Director may, with the approval of a majority of the other Directors, appoint a member to be an alternate Director in their place to exercise some or all of the Director's powers for a specified period as they think fit.
- (b) An alternate Director is entitled to notice of meetings of the Directors and, if the appointing Director is not present at such a meeting, is entitled to attend and vote in their stead.
- (c) An alternate Director may exercise any powers that the appointing Director may exercise and the exercise of any such power by the alternate Director shall be taken to be the exercise of the power by the appointing Director.
- (d) The appointment of an alternate Director may be terminated at any time by the appointing Director notwithstanding that the period of the appointment of the alternate Director has not expired and terminates in any event if the appointer vacates, office as a Director.
- (e) An appointment, or the termination of in appointment, of an alternate Director shall be effected by service on the Company of a notice in writing signed by the Director who makes or made the appointment.

56. Vacancies

In the event of a vacancy or vacancies in the office of a Director or offices of Directors, the remaining Directors may act but, if the number of remaining Directors is not sufficient to constitute a quorum at a meeting of Directors, they may act only for the purpose of increasing the number of Directors to a number sufficient to constitute such a quorum.

57. Delegations to committees

- (a) The Directors may delegate any of their powers to a committee or committees consisting of such of their number as they think fit and may authorise the delegate to sub-delegate all or any of the powers so delegated.
- (b) A committee to which any powers have been so delegated shall exercise the powers delegated in accordance with any directions of the Directors and a power so exercised shall be taken to have been exercised by the Directors.
- (c) The members of such a committee may elect one of their number as chair of their meetings.
- (d) Where such a meeting is held and:
 - (i) a chair has not been elected as provided by paragraph (c); or

- (ii) the chair is not present within 10 minutes after the time appointed for the holding of the meeting or is unwilling to act,
- the members present may elect one of their number to be chair of the meeting.
- (e) A committee may meet and adjourn as it thinks fit.
- (f) Questions arising at a meeting of a committee shall be determined by a majority of votes of the members present and voting.
- (g) In the case of an equality of votes, the chair, in addition to their deliberative vote, has a casting vote.
- (h) A committee shall have no legal status separate from that of the Company and may not establish itself as a separate legal entity.

58. Circular resolutions

- (a) The Directors of a Company may pass a resolution without a Directors' meeting being held if all the Directors 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. A resolution in those terms shall be taken to have been passed at a meeting of the Directors held on the day on which and at the time at which the document was last signed by a Director.
- (b) For the purposes of paragraph (a):
 - (i) separate copies of a document may be used for signing by Directors if the wording of the resolution and Statement is identical in each copy;
 - (ii) a reference to all the Directors does not include a reference to an alternate Director whose appointing Director has signed the document, but an alternate Director may sign the document in the place of their appointing Director; and
 - (iii) a telex, telegram or fax message which is received by the Company and is expressed to have been sent by a Director shall be taken to be a document signed by that Director at the time of receipt of the telex, telegram or fax message by the Company.

59. Defects in appointments

Notwithstanding that it is afterwards discovered that there was some defect in the appointment of a person to be a Director, or a member of a committee, or to act as a Director, or that a person so appointed was disqualified, all acts done by any meeting of the Directors or of a committee of Directors or by any person acting as a Director are as valid as if the person had been duly appointed and was qualified to be a Director or to be a member of the committee.

CODE OF CONDUCT

60. Code of conduct

The Company may, by resolution, approve a code of conduct to regulate, subject to this constitution, the conduct of members and the activities of the Company.

SECRETARY AND OTHER OFFICERS

61. Secretary

- (a) A secretary of the Company holds office on such terms and conditions as the Directors decide. The Directors may at any time terminate the appointment of a secretary.
- (b) A secretary shall be entitled to reasonable travel and other out of pocket expenses they have properly incurred in connection with the business of the Company and, unless approved by the Board, shall not otherwise be remunerated for their duties as secretary.

62. Other officers

The Directors may from time to time create any other position or positions in the Company (including but not limited to the office of Vice President) with such powers and responsibilities as the Directors may from time to time confer and the Directors may appoint any person, whether or not a Director, to any such position or positions. The Directors may at any time terminate the appointment of a person holding such a position and may abolish the position.

SEALS

63. Custody of Seals

- (a) The Company may have a common seal and a duplicate common seal.
- (b) The Directors shall provide for the safe custody of the Seals.

64. Use of Seals

- (a) The Seal shall be used only by the authority of the Directors, or of a committee of the Directors authorised by the Directors to authorise the use of the Seal, and every document to which the Seal is affixed shall be signed by a Director and be countersigned by another Director, a secretary or another person appointed by the Directors to countersign that document or a class of documents in which that document is included.
- (b) Any Seal that the Company has in conformity with clause 63 shall be used only in the manner prescribed by paragraph (a) in relation to the Seal or in accordance with such regulations as the Directors may from time to time by resolution prescribe in relation to the seal in question.

- (c) Regulations prescribed by the Directors in relation to a particular Seal that the Company has in conformity with clause 63 may:
 - (i) specify the person or persons who may affix and attest the affixing of that seal; and
 - (ii) provide that any impression of that seal or any signature attesting the affixing of it may be a fax impression or signature which is printed by some mechanical or electronic means.
- (d) A certificate signed by any Director or the secretary which sets out the terms of any regulations so prescribed by the Directors shall be, as against the Company, conclusive evidence of those regulations.
- (e) Any Seal that the Company has in conformity with clause 63 shall be taken to be duly affixed if it is affixed and attested in the manner prescribed by paragraph (a) in relation to the Seal or in accordance with regulations prescribed by the Directors in relation to that Seal.

CONFLICT RESOLUTION

65. Mediation

In the event of a dispute arising between two or more members of the Company or where a member refuses to comply with the code of conduct, or other policy, in the form approved from time to time by the Company, and where that dispute is seriously disrupting, or has the potential to seriously disrupt, the effective functioning of the Company, the dispute shall be referred to the Grievance Resolution Committee and the Board and if needs be, in the Board's discretion, to a mediator appointed through the LEADR pro bono scheme or similar scheme approved by the Directors in their discretion.

INSPECTION OF RECORDS

66. Inspection of records

The Directors shall decide whether and to what extent, and at what time and places and under what conditions, the accounting records and other documents of the Company or any of them will be open to the inspection by members (other than those who are also Directors). Access by any member of the Company to any accounting record or other document of the Company shall not be unreasonably denied by the Directors.

67. Rights of members

A member other than a Director does not have the right to inspect any document of the Company except as provided by law or authorised by the Directors or by the Company in general meeting.

NOTICES

68. Notices generally

- (a) Any member who has not left at or sent to the registered office, a place of address or an electronic mail address (for registration in the Company's register of members) at or to which all notices and documents of the Company may be served or sent is not entitled to receive any notice.
- (b) A notice may be given by the Company to any member by:
 - (i) serving it on the member personally;
 - (ii) sending it by post to the member or leaving it at the member's address as shown in the register or the address supplied by the member to the Company for the giving of notices;
 - (iii) serving it in any manner contemplated in this paragraph (b) on a member's attorney as specified by the member in a notice given under paragraph (c);
 - (iv) fax to the fax number supplied by the member to the Company for the giving of notices; or
 - (v) transmitting it electronically to the latest electronic mail address given by the member to the Company, except during any period that the member elects not to receive notice by electronic mail, which must be notified by the member in writing to the National Office or the secretary.
- (c) A member may, by written notice to the secretary left at or sent to the registered office, require that all notices to be given by the Company or the Directors be served on the member's attorney at an address specified in the notice.
- (d) Where a notice is sent by post, service of the notice shall be taken to be effected by properly addressing, prepaying and posting a letter containing the notice and to have been effected:
 - (i) in the case of a notice of a meeting, on the day after the date of its posting; and
 - (ii) in any other case, at the time at which the letter would be delivered in the ordinary course of post.
- (e) Where a notice is sent by fax or electronic transmission, service of the notice is taken to be effected by properly addressing and sending or transmitting the notice and to have been effected on the day after it is sent.

69. Notices of general meeting

Notice of every general meeting shall be given in the manner authorised by clause 23 to:

- (a) every member; and
- (b) the auditor for the time being of the Company.

No other person is entitled to receive notices of general meetings.

APPLICATION OF INCOME AND PROPERTY

70. Application of income and property

- (a) Subject to paragraph (b), the profits (if any) or other income and property of the Company shall be applied solely towards the promotion of the objects of the Company as set forth in the Company's constitution and no portion of it shall be paid or transferred, directly or indirectly, to any member of the Company whether by way of dividend, bonus or otherwise.
- (b) Nothing in paragraph (a) shall prevent any payment in good faith by the Company of:
 - (i) reasonable and proper remuneration to any member, officer or employee of the Company (whether or not such a person is a Director) for any services actually rendered to the Company, where the amount payable does not exceed an amount that would be commercially reasonable for the services;
 - (ii) reasonable and proper rent for premises let or demised by any member of the Company to the Company;
 - (iii) moneys to any Director for out-of-pocket expenses;
 - (iv) moneys to any Director, being a solicitor, accountant or other person engaged in any profession, for all usual professional or other charges for work done by that person or that person's firm or employer in connection with the promotion of the above objects, where the amount payable does not exceed an amount that would be commercially reasonable for those professional services;
 - (v) consideration for goods supplied by any member to the Company in the ordinary and usual course of business at fair and reasonable prices;
 - (vi) interest on money borrowed by the Company from a member at a rate not exceeding from time to time the Company's overdraft rate of interest for money borrowed from its bankers;
 - (vii) any amount to a person in carrying out the Company's objects; or
 - (viii) any amount permitted to be paid under Chapter 2E of the Corporations Act, provided that any such payment is approved by the Board.

WINDING UP

71. Winding up

- (a) If, upon the winding up or dissolution of the Company by any means and for any reason, there remains any property, after the satisfaction of all the Company's debts and liabilities, the property shall not be paid to or distributed among the members of the Company, but shall be given or transferred:
 - (i) to one or more institutions selected by the members of the Company at or before the dissolution of the Company, having objects similar to the Company and

prohibiting, or agreeing to prohibit the distribution of its or their income and property, to an extent at least as great as that imposed on the Company under clause 70; and

- (ii) if effect cannot be given to sub-paragraph (i), to some other body, the objects of which are the promotion of charity (whether or not the body is a member of the Company).
- (b) Such a body must be at law either a registered, approved or licensed charity or a charity exempt from registration, approval or the requirement to hold a licence according to the provisions of the relevant State legislation.

INDEMNITY AND INSURANCE

72. Indemnity

- (a) To the extent permitted by law and without limiting the powers of the Company, the Company must indemnify each person who is, or has been, a Director, principal executive officer or secretary of the Company against any liability which results from facts or circumstances relating to the person serving or having served in that capacity:
 - (i) incurred at any time whether before or after the time this clause comes into effect to any person (other than the Company or a related body corporate), which does not arise out of conduct involving a lack of good faith or conduct known to the person to be wrongful; and
 - (ii) for costs and expenses incurred by the person in defending proceedings, whether civil or criminal, in which judgment is given in favour of the person or in which the person is acquitted, or in connection with any application in relation to such proceedings in which the court grants relief to the person under the Corporations Act.
- (b) The Company shall not provide the indemnity referred to in paragraph (a) in respect of:
 - (i) a liability owed to the Company or a related body corporate;
 - (ii) a liability for a pecuniary penalty order under section 1317G or a compensation order under section 1317H of the Corporations 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,(this paragraph (b) does not apply to a liability for legal costs).
- (c) The Company shall not provide the indemnity referred to in paragraph (a) in respect to legal costs incurred in defending an action for liability if the costs are incurred:
 - (i) in defending or resisting civil proceedings in which the person is found to have a liability for which they could not be indemnified under paragraph (b); or
 - (ii) in defending or resisting criminal proceedings in which the person is found guilty; or
 - (iii) in defending or resisting proceedings brought by the Australian Securities and Investments Commission (**ASIC**) or a liquidator for a court order if the grounds for making the order are found by the Court to be established; or
 - (iv) in connection with proceedings for relief to the person under the Corporations Act in which the Court denies the relief.

Sub-paragraph 72(c)(iii) does not apply to costs incurred in responding to actions brought by ASIC or a liquidator as part of an investigation before commencing proceedings for the court order.
- (d) The Company need not indemnify a person as provided for in this clause in respect of a liability to the extent that the person is entitled to an indemnity in respect of that liability under a contract of insurance.

- (e) The benefit of each indemnity given in this clause continues, even after its terms are modified or deleted, in respect of a liability arising out of acts or omissions occurring prior to the modification or deletion.

73. Insurance

- (a) To the extent permitted by law and without limiting the powers of the Company, the Directors may authorise the Company to, and the Company may enter into any insurance policy for the benefit of a person who is, or has been, a Director, principal executive officer or secretary of the Company against any liability which results from facts or circumstances relating to the person serving or having served in that capacity:
 - (i) incurred at any time whether before or after the time this clause comes into effect to any person (other than the Company or a related body corporate), which does not arise out of conduct involving a lack of good faith or conduct known to the person to be wrongful; and
 - (ii) for costs and expenses incurred by the person in defending proceedings, whether civil or criminal, in which judgment is given in favour of the person or in which the person is acquitted, or in connection with any application in relation to such proceedings in which the court grants relief to the person under the Corporations Act.
- (b) The Company must not pay, or agree to pay, a premium for a contract insuring a person who is or has been an officer or auditor of the Company against a liability arising out of:
 - (i) conduct involving a wilful breach of duty in relation to the Company; or
 - (ii) a contravention of section 182 or section 183 of the Corporations Act.

PROXY FORM

I/We direct my/our proxy to vote in respect of each resolution to be considered as indicated with an 'W' below, and to vote or abstain in respect of any procedural resolution as my/our proxy thinks fit.

AGAINST

Resolution No. 2

If no direction is given above, I/we authorise my/our proxy to vote or abstain as my/our proxy thinks fit in respect of each resolution (including any procedural resolution), or ballot or vote regarding the election of a director, to be considered by the meeting and any adjournment of the meeting.

Dated _____

Signature _____

Corporations should execute under seal or by attorney.