

Constitution

**Australasian College of Paramedicine
Limited**

A Public Company Limited by Guarantee

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1 Name of the Company

The name of the Company is Australasian College of Paramedicine Limited.

2 Type of Company

- (a) The Company is a not-for-profit public company limited by guarantee.
- (b) Subject to this Constitution, each person who is a Member and each person who was a Member during the year ending on the day of the commencement of the winding up of the Company, undertakes to contribute to the property of the Company for:
 - (i) payment of debts and liabilities of the Company;
 - (ii) payment of the costs, charges and expenses of winding up; and
 - (iii) any adjustment of the rights of the contributories among Members.
- (c) The amount that each Member or past Member is liable to contribute is limited to one dollar (\$1.00).

3 Replaceable Rules

This Constitution displaces the Replaceable Rules to the extent that it is inconsistent with any Replaceable Rules.

4 Definitions and Interpretation

4.1 Definitions

In this Constitution, unless there is something in the subject or context which is inconsistent:

AGM means annual general meeting.

Alternate Director means a person of a Director's choosing who sits on the Board in that Director's place in the event that the Director cannot attend a meeting.

Appointed Director means a person with specific skills including, but not limited to, a lawyer, accountant or person with expertise for a particular project the Company may undertake, appointed as a Director pursuant to **clause 34.5**.

Associate Member means a Member of the Company in the Membership class defined in **clause 7.6**.

Audit and Risk Management Committee means the Committee referred to in **clause 49(a)(ii)**.

Board means the board of Directors of the Company.

Business Day means a day that is not a Saturday, Sunday or public holiday in Australian Capital Territory.

By-Laws means the by-laws adopted and amended by the Board from time to time in accordance with **clause 53**.

CEO means the chief executive officer of the Company.

Chairperson means a person appointed to that position pursuant to **clause 34.7(a)(i)**.

Committee means a committee established in accordance with **clause 49**.

Company means Australasian College of Paramedicine Limited.

Constitution means this constitution as amended or supplemented from time to time.

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

Director means any person holding the position of a director of the Company (and includes both Appointed Directors and Elected Directors) and **Directors** means the directors for the time being of the Company or, as the context permits, such number of them as have authority to act for the Company.

Direct Vote means a vote cast pursuant to **clause 22**.

Disciplinary Committee means the committee referred to in **clause 12.2(a)**.

Elected Director means a person elected as a Director pursuant to **clause 34.4**.

Entrance Fee means the entrance fee payable by Members pursuant to **clause 10**.

Fellow Member means a Member of the Company in the Membership class defined in **clause 7.4**.

Full Member means a Member of the Company in the Membership class defined in **clause 7.3**.

Honorary Fellow Member means a Member of the Company in the Membership class defined in **clause 7.5**.

Life Member means a Member of the Company in the Membership class defined in **clause 7.2**.

Member means a member of the Company pursuant to **clause 6** and **clause 7** (and includes Life Member, Full Member, Fellow Member, Honorary Fellow Member, Associate Member, and Student Member) and **Membership** has the corresponding meaning.

Member Present means in connection with a meeting of Members, a Voting Member being present in person or by proxy or attorney.

Member's Guarantee Amount means the amount referred to in **clause 2(c)**.

Nominations and Selection Committee means the Committee referred to in **clause 49(a)(i)**.

Nominations and Selection Committee Criteria means the skills and experience matrix to be applied by the Nominations and Selection Committee in assessing nominations for Directors, as approved by the Board from time to time.

Objects mean the objects of the Company as set out in **clause 5.1**.

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

Office Bearer means a person holding any of the offices specified in **clause 34.7**.

Officer has the same meaning as given to that term in section 9 of the Corporations Act.

Paramedic means a health professional who holds registration (including non-practising registration) as a Paramedic in Australia or New Zealand, or the equivalent requisite qualifications to practise as a Paramedic in that jurisdiction if registration is not in operation.

Paramedicine means the field of medicine practised by Paramedics.

Register means the register of Members to be kept pursuant to the Corporations Act.

Registration means registration of the Company as a body corporate by the Australian Securities and Investments Commission.

Replaceable Rules means the replaceable rules applicable to a public company limited by guarantee set out in the Corporations Act.

Secretary means the person appointed as the secretary of the Company under **clause 52(a)** and includes any assistant or acting secretary, and may be delegated to an appropriate Company staff member.

Special Resolution has the meaning given to it by the Corporations Act.

Student Member means a Member of the Company in the Membership class defined in **clause 7.7**.

Subscription means the subscription fees payable by Members pursuant to **clause 10**.

Vice Chairperson means a person appointed to that position pursuant to **clause 34.7(a)(ii)**.

Voting Members are Full Members, Fellow Members and Life Members who have paid any payable Entrance Fee and annual Subscription at the time of the general meeting.

4.2 Interpretation

In this Constitution, unless there is something in the subject or context which is inconsistent:

- (a) the singular includes the plural and vice versa;
- (b) each gender includes the other gender;
- (c) the word **person** means a natural person and any partnership, association, body or entity whether incorporated or not;
- (d) the words **writing** and **written** include any other mode of representing or reproducing words, figures, drawings or symbols in a visible form;
- (e) where any word or phrase is defined, any other part of speech or other grammatical form of that word or phrase has a cognate meaning;
- (f) a reference to any clause or schedule is to a clause or schedule of this Constitution;
- (g) a reference to any statute, proclamation, rule, code, regulation or ordinance includes any amendment, consolidation, modification, re-enactment or reprint of it or any statute, proclamation, rule, code, regulation or ordinance replacing it;
- (h) an expression used in a particular Part or Division of an Act or Regulation that is given by that Part or Division a special meaning for the purposes of that Part or Division has, unless the contrary intention appears, in any clause that deals with a matter dealt with by that Part or Division the same meaning as in that Part or Division; and
- (i) headings do not form part of or affect the construction or interpretation of this Constitution.

5 Objects

5.1 Objects

- (a) The Company is established for the purpose of leading the Paramedic profession in Australasia to deliver excellence in Paramedicine and support person-centred

health care. The Company works to improve access to and the provision of health care, and reduce disparities in health care for individuals and communities, including First Nations, Tangata Whenua and Indigenous Peoples, through education, research, advocacy, health literacy and programs that advance the practice and strengthen the contribution of paramedicine to evidence-informed health care.

- (b) The Company may undertake anything ancillary to the Objects referred to in clause 5.1(a)
- (c) The Company can only exercise the powers in section 124(1) of the Corporations Act to:
 - (i) carry out the Objects of the Company; and
 - (ii) do all things incidental or convenient in relation to the exercise of power under **clause 5.1(c)(i)**.

5.2 Income and Property

- (a) The income and property of the Company will only be applied towards the promotion of the Objects of the Company.
- (b) No income or property of the Company will be paid, transferred or distributed, directly or indirectly, by way of dividend, bonus or otherwise to any Member of the Company. However, nothing in this Constitution will prevent payment in good faith to a Member:
 - (i) in return for any services rendered or goods supplied in the ordinary and usual course of business to the Company;
 - (ii) of interest at a rate not exceeding current bank overdraft rates of interest for moneys lent to the Company; or
 - (iii) of reasonable and proper rent for premises leased by any Member to the Company; or
 - (iv) of any surpluses or profits, so long as the Member is not for profit and has objects similar to the Objects of the Company.

5.3 Remuneration of Directors

No payment shall be made to any Director other than the payment:

- (a) of out of pocket expenses incurred by the Director in the performance of any duty as a Director where the amount payable does not exceed an amount previously approved by the Board;
- (b) for any service rendered to the Company by the Director in a professional or technical capacity, other than in the capacity as Director, where the provision of the service has the prior approval of the Board and where the amount payable is approved by the Board and is not more than an amount which commercially would be reasonable for the service; and
- (c) of any honorarium to a Director undertaking the role of an Office Bearer, where that role requires significant time commitment to the Company, as approved by an independent Committee of the Board.

5.4 Member Representation

The Board shall establish processes or procedures to ensure that a representative voice for each jurisdiction is available to inform and advise the Board on member and jurisdictional needs.

MEMBERSHIP

6 Admission to Membership

6.1 Eligibility for Membership

Any individual is entitled to become a Member if the person:

- (a) agrees to assume the liability to pay the Member's Guarantee Amount;
- (b) satisfies the criteria for the relevant class of Membership in accordance with **clause 7**;
- (c) subject to **clause 11(e)(iv)(A)**, at the time of application, the health profession registration, by the registering body in Australia or New Zealand, of that individual is not cancelled or suspended (if that person holds health profession registration);
- (d) supports the Objects of the Company and agrees to comply with the terms of this Constitution and any code of conduct which the Board may produce from time to time;
- (e) lodges an application form in accordance with **clause 8**; and
- (f) subject to **clause 10(c)**, pays the Entrance Fee in accordance with **clause 10**.

6.2 Benefits

- (a) Each Voting Member will be entitled to vote at all general meetings.
- (b) In addition to each Voting Member being entitled to vote at all general meetings, the Board will determine from time to time what additional benefits shall attach to Membership.

7 Classes of Membership

7.1 Classes of Membership

There shall be the following classes of Membership in the Company:

- (i) Life Members;
- (ii) Full Members;
- (iii) Fellow Members;
- (iv) Honorary Fellow Members;
- (v) Associate Members; and
- (vi) Student Members.

7.2 Life Members

- (a) A Life Member will:

- (i) be an individual;
 - (ii) provide satisfactory details of experience, qualifications, and professional appointments; and
 - (iii) agree to support the Objects of the Company.
- (b) Life Members are entitled to vote.
- (c) Life Members are not required to pay an Entrance Fee and annual Subscription.

7.3 Full Members

- (a) A Full Member:
- (i) will be an individual;
 - (ii) must be a Paramedic;
 - (iii) subject to **clause 11(e)(iv)(A)**, must have a health profession registration by the registering body in Australia or New Zealand or the equivalent requisite qualifications to practise as a Paramedic in a jurisdiction if registration is not in operation;
 - (iv) must satisfy the Board of the Member's proficiency in paramedicine by such examination or assessment and ongoing professional development as may be prescribed by the Board; and
 - (v) will agree to support the Objects of the Company.
- (b) Full Members are entitled to vote.
- (c) Subject to **clause 10(c)**, Full Members are required to pay an Entrance Fee and annual Subscription.

7.4 Fellow Members

- (a) A Fellow Member will:
- (i) be an individual;
 - (ii) provide satisfactory details of experience, qualifications, and professional appointments;
 - (iii) must satisfy the Board of the Member's proficiency in paramedicine by such examination or assessment and ongoing professional development as may be prescribed by the Board; and
 - (iv) agree to support the Objects of the Company.
- (b) Fellow Members are entitled to vote.
- (c) Subject to **clause 10(c)**, Fellow Members are required to pay an Entrance Fee and annual Subscription.

7.5 Honorary Fellow Members

- (a) An Honorary Fellow Member will:
- (i) be an individual;
 - (ii) have demonstrated significant support to the Company;
 - (iii) have demonstrated significant support to Paramedicine; and
 - (iv) agree to support the Objects of the Company.

- (b) Honorary Fellow Members are not entitled to vote.
- (c) Honorary Fellow Members are not required to pay an Entrance Fee and annual Subscription.

7.6 Associate Members

- (a) An Associate Member will:
 - (i) be an individual;
 - (ii) have an interest in Paramedicine;
 - (iii) must satisfy the Board of the Member's proficiency in paramedicine by such examination or assessment and ongoing professional development as may be prescribed by the Board; and
 - (iv) agree to support the Objects of the Company.
- (b) Associate Members are not entitled to vote.
- (c) Subject to **clause 10(c)**, Associate Members are required to pay an Entrance Fee and annual Subscription.

7.7 Student Members

- (a) A Student Member will:
 - (i) be an individual;
 - (ii) be enrolled in a tertiary Paramedic program; and
 - (iii) agree to support the Objects of the Company.
- (b) Student Members are not entitled to vote.
- (c) Subject to **clause 10(c)**, Student Members are required to pay an Entrance Fee and annual Subscription.

7.8 Member Benefits

The Board may determine from time to time additional Membership classes, qualifications for admission to each Membership class and the rights attached to each Membership class.

8 Applications for Membership

8.1 Applications for Membership

- (a) An application for Membership of the Company must:
 - (i) be made in writing in the form prescribed by the Board from time to time;
 - (ii) specify any period for which the health profession registration of the applicant was cancelled or suspended and the reason for such cancellation or suspension;
 - (iii) include a signature, or equivalent acknowledgement by the applicant acknowledging that the applicant agrees to be bound by the Constitution of the Company as amended from time to time;

- (iv) subject to **clause 10(c)**, be accompanied by any Entrance Fee payable pursuant to **clause 10**; and
- (v) be lodged with the Company.
- (b) As soon as practicable after receiving an application for Membership, the Company must refer the application to the Board which is to determine whether to approve or reject the application and the class of Membership of the applicant.
- (c) For the avoidance of doubt, the Board has full discretion as to the class of Membership for which an applicant may be approved.
- (d) As soon as practicable after the Board makes that determination the Company must:
 - (i) notify the applicant, in writing, that the Board approved or rejected the application (whichever is applicable);
 - (ii) if the Board approved the application, enter the applicant's name and class of Membership in the Register and, subject to the Corporations Act, the person becomes a Member on the name being so entered; or
 - (iii) if the Board rejected the application, refund any Entrance Fee to the applicant and the Board will not be required to provide the applicant with any reasons for the rejection.

9 Membership Entitlements Not Transferable

A right, privilege or obligation which a person has by reason of being a Member:

- (a) is not capable of being transferred or transmitted to another person; and
- (b) terminates on cessation of the person's Membership.

10 Entrance Fee and Subscriptions

- (a) Subject to **clause 10(c)**, the amount of the Entrance Fee and annual Subscription shall be payable by Members at such times and in such manner as determined by the Board from time to time.
- (b) The Board may charge different classes of Membership different Entrance Fees and annual Subscriptions.
- (c) The Board may in its discretion:
 - (i) determine that no Entrance Fee or annual Subscription is payable by a Member or Members (in whole or in part) in a given year;
 - (ii) determine that there will be different Entrance Fees and annual Subscriptions for different Members within the same Membership class; and
 - (iii) extend the time for payment of the Entrance Fee or annual Subscription by any Member.
- (d) No part of any Entrance Fee or annual Subscription shall be refunded to a Member who ceases to be a Member in accordance with **clause 11**.

11 Cessation or Suspension of Membership

- (a) A Member's Membership will cease:

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- (i) on the date that the Company receives written notice of resignation from that Member;
 - (ii) upon that Member dying;
 - (iii) upon that Member no longer satisfying the criteria for its respective class of Membership (unless transferred to another class of Membership by the Board);
 - (iv) subject to **clause 10(c)**, if that Member fails to pay an Entrance Fee or annual Subscription within three (3) months after it falls due;
 - (v) subject to **clauses 11(b)** and **11(e)**, with regard to:
 - (A) Full Members, if the Full Member's health profession registration is cancelled by the registering body in Australia or New Zealand, but only after a period of twenty-eight (28) days has passed since the health profession registration of the Member has been cancelled; and
 - (B) other classes of Members:
 - (1) if that Member holds health profession registration by the registered body in Australia or New Zealand; and
 - (2) that Member's health profession registration is cancelled by the registration body in Australia or New Zealand,

but only after a period of twenty-eight (28) days has passed since the health profession registration of the Member has been cancelled;
 - (vi) if the Member is expelled from the Company pursuant to **clause 12**;
 - (vii) if the Company in a general meeting resolves by Special Resolution to terminate the Membership of a Member whose conduct or circumstances in the opinion of the Company renders it undesirable that that Member continue to be a Member of the Company. The Member must be given at least twenty-one (21) days' notice of the proposed resolution and must be given the opportunity to be heard at the meeting at which the resolution is proposed.
- (b) Despite **clause 11(a)(v)**, a Member's Membership will be suspended, rather than cease, if:
- (i) that Member's health profession registration is cancelled by the registration body in Australia or New Zealand; and
 - (ii) that Member, within twenty-eight (28) days from when that Member's health profession registration is cancelled by the registration body in Australia or New Zealand, provides written notice to the Board pursuant to **clause 11(e)(i)**.
- (c) A Member may at any time, pursuant to **clause 11(a)(i)**, resign as a Member but shall continue to be liable for:
- (i) any money due by the Member to the Company;
 - (ii) any sum for which the Member is liable as a Member of the Company under **clause 2(b)**.

- (d) If:
- (i) a Member holds health profession registration by the registration body in Australia or New Zealand; and
 - (ii) that Member's health profession registration is suspended by the registration body in Australia or New Zealand,
upon suspension of that Member's health profession registration, by the registering body in Australia or New Zealand, that Member's Membership (including all rights attached to that Membership) will be suspended until such time as the registering body in Australia or New Zealand:
 - (iii) cancels the Member's health profession registration, which will result in the process pursuant to **clause 11(a)(v)**; or
 - (iv) reinstate the Member's health profession registration in full, at which time the Member's Membership will resume, subject to a break in Membership recorded during the period of suspension.
- (e) Where a Member's health profession registration is cancelled, that Member shall have the right to make representations to the Board as to why the Member's Membership should not cease. That Member may make such representations as follows:
- (i) provide written notice to the Board, of the Member's desire to make such representations, within twenty-eight (28) days of receiving confirmation of the cancellation of the Member's health profession registration by the registration body in Australia or New Zealand. Such notice must include written representations as to why the Board should determine that the Membership of that Member should not cease;
 - (ii) upon receipt of written notice, pursuant to **clause 11(e)(i)**, the Board will discuss the matter at the next planned Board meeting, if the notice is received fourteen (14) days prior to the meeting, otherwise the matter will be heard at the following Board meeting;
 - (iii) at the Board meeting, the Board must:
 - (A) give the Member an opportunity to make verbal representations;
 - (B) give due consideration to any written representations submitted to the Board by the Member with the written notice, pursuant to **clause 11(e)(i)**; and
 - (C) following such steps, determine whether the Membership of the Member should cease, with the Membership of that Member only continuing by unanimous (not including the Member in question, if that Member is also a Director and is entitled to vote on the resolution) resolution of the Directors participating in that Board meeting.
 - (iv) If the Board, pursuant to **clause 11(e)(iii)(C)**, determines that the Membership of the Member:
 - (A) may continue, despite the requirements of **clauses 6.1(c)** and **7.3(a)(iii)**, the Membership of the Member may continue; and

- (B) must cease, the Membership of the Member will cease effective immediately.

The Member has a right of appeal, pursuant to **clause 12.2**, with regard to the decision of the Board in **clause 11(e)(iv)(B)**.

12 Disciplining of Members

12.1 Disciplining of Members

- (a) Where the Board is of the opinion that a Member has:
- (i) refused or neglected to comply with a provision or provisions of this Constitution; or
 - (ii) acted in a manner which is in breach of any code of conduct created by the Board may produce from time to time; or
 - (iii) acted in a manner prejudicial to the image, interests, integrity, or welfare of the Company or the profession of Paramedicine;
- the Board may:
- (iv) expel the Member from the Company; or
 - (v) suspend the Member from Membership of the Company for a specified period.
- (b) A resolution of the Board pursuant to **clause 12.1(a)** is of no effect unless the Board confirms the resolution in accordance with **clause 12.1(b)** at a Board meeting held not earlier than fourteen (14) days and not later than twenty-eight (28) days after service on the Member of a notice pursuant to **clause 12.1(c)**.
- (c) If the Board resolves under **clause 12.1(a)** to expel or suspend any Member, the Company must serve the Member with a notice in writing:
- (i) setting out the resolution of the Board and the grounds upon which it is based;
 - (ii) stating that the Member may address the Board at a Board meeting to be held not earlier than fourteen (14) days and not later than twenty-eight (28) days after service of the notice;
 - (iii) stating the date, place and time of that meeting; and
 - (iv) informing the Member that the Member may do either or both of the following:
 - (A) attend and speak at that meeting;
 - (B) submit to the Board at or prior to the date of the meeting, written representations relating to the resolution.
- (d) At a meeting of the Board held as referred to in **clause 12.1(c)**, the Board must:
- (i) give the Member an opportunity to make verbal representations;
 - (ii) give due consideration to any written representations submitted to the Board by the Member at or prior to the Board meeting; and
 - (iii) by a unanimous (not including the Member in question, if that Member is also a Director and is entitled to vote in that resolution) resolution of the

Directors participating in the Board meeting, determine whether to confirm or to revoke the resolution.

- (e) The Member must be notified in writing of the decision of the Board and its reasons for the decision within seven (7) days. If the Board resolves to confirm the expulsion or suspension, the Member must also be notified of the right of appeal available under **clause 12.2**.
- (f) A resolution confirmed by the Board under **clause 12.1(d)** does not take effect:
 - (i) until the expiration of the period within which the Member is entitled to appeal against the resolution where the Member does not exercise the right of appeal within that period; and
 - (ii) where, within that period, the Member exercises the right of appeal, unless and until the Disciplinary Committee confirms the resolution pursuant to **clause 12.2(d)(ii)**.
- (g) The process in **clause 12** is not required if the Board terminates a Membership under **clause 11(a)(iv)**.

12.2 Right of Appeal of Disciplined Member

- (a) The Board will establish a committee for the purpose of determining disputes regarding disciplinary proceedings against a Member. The Disciplinary Committee will comprise of an independent panel of non-Directors, all chosen by the Board. The Disciplinary Committee may seek advice from any relevant source.
- (b) A Member may appeal to the Disciplinary Committee against a resolution of the Board, which is confirmed under **clause 12.1(d)**. Written notice of such an appeal must be lodged with the Company within seven (7) days of service of the notice required under **clause 12.1(e)**.
- (c) Within thirty-five (35) days after receipt of a notice of appeal from the Member pursuant to **clause 12.2(a)**, the Disciplinary Committee must convene a meeting.
- (d) At the Disciplinary Committee meeting convened under **clause 12.2(c)**:
 - (i) the Member must be given the opportunity to state the Member's case verbally or in writing, or both using any technology (reasonably available to the Board) that gives the Member a reasonable opportunity to do so; and
 - (ii) the Disciplinary Committee must vote by ballot on the question of whether the resolution will be confirmed.
- (e) The Disciplinary Committee's decision pursuant to **clause 12.2(d)(ii)** is final. The Member is not entitled to appeal the Board's decision under **clause 12.2(d)(ii)**.
- (f) The Member the subject of these disciplinary procedures is entitled to:
 - (i) subject to **clause 12.2(f)(ii)**, bring a support person to any meeting which is held pursuant to **clause 12**; and
 - (ii) if the support person is legally qualified, the Member must notify the Board at least five (5) Business Days before the meeting that the support person attending the meeting will be legally qualified.

- (g) Procedural fairness will be applied during every disciplinary process under **clause 12**, requiring the Board to act fairly, in good faith and without bias or conflict of interest when making its decision.

13 Resolution of Disputes Between Members

- (a) Significant disputes (as determined by the Board) between Members (in the Members' capacity as Members), may be referred to the Board which must take steps to resolve the dispute.
- (b) If a significant dispute so referred is not resolved to the satisfaction of any party to the dispute within thirty (30) days of its being referred, then that party may refer the dispute to mediation before a mediator appointed by mutual agreement of the parties.
- (c) Failing agreement by the parties to the appointment of a mediator within fourteen (14) days of a party notifying the other party of its intention to refer the dispute to mediation, the appointment of the mediator shall be made by the Company.
- (d) The costs of the mediator appointed pursuant to **clause 13(b)** or **clause 13(c)** (as the case may be) shall be shared equally between the Members party to the dispute.
- (e) At least seven (7) days before a mediation session established by a mediator appointed pursuant to **clause 13(b)** or **clause 13(c)** (as the case may be) is to commence, the parties to the dispute are to exchange statements of the issues that are in dispute between them and supply copies to the mediator.

GENERAL MEETINGS

14 Convening of General Meetings

14.1 AGMs

The Company shall convene an AGM:

- (a) at least once each calendar year; and
- (b) within five (5) months of the end of each Financial Year.

14.2 Convening of General Meetings

- (a) A minimum of three (3) Directors may, whenever those Directors think fit, convene a general meeting of the Company.
- (b) The Members may call a general meeting, and the Company will do so, in accordance with the provisions of Part 2G.2 of the Corporations Act pertaining to the rights of Members to call a general meeting.
- (c) A general meeting of the Company may be convened virtually at two (2) or more venues using any technology that gives the Members a reasonable opportunity to participate in the meeting.

15 Notice of General Meeting

- (a) Subject to consent to shorter notice being given in accordance with the Corporations Act, at least twenty-one (21) days' notice of any general meeting must be given specifying:
 - (i) the place, day and hour of the meeting;
 - (ii) the general nature of any business to be transacted at the meeting;
 - (iii) if a Special Resolution is to be proposed, the details of and intention to propose it;
if the meeting is to be held virtually or in two or more places, the technology that will be used to facilitate this; and
 - (iv) any other information required by the Corporations Act.
- (b) The accidental omission to give notice of any general meeting to or the non-receipt of notice of a meeting by any person entitled to receive notice will not invalidate the proceedings at or any resolution passed at the meeting.
- (a) Subject to **clause 15(b)**, notice of every general meeting must be given in any manner authorised by this Constitution to:
 - (i) every Member;
 - (ii) every Director; and
 - (iii) the auditor for the time being of the Company (if any).

16 Cancellation or Postponement of General Meeting

- (a) Subject to the provisions of the Corporations Act and this Constitution, the Board may cancel a general meeting of the Company:
 - (i) convened by the Board; or
 - (ii) which has been convened by a Member or Members pursuant to **clause 14.2(b)** upon receipt by the Company of a written notice withdrawing the requisition signed by that Member or those Members.
- (b) The Board may postpone a general meeting or change the venue at which it is to be held. No business shall be transacted at any postponed meeting other than the business stated in the notice to the Members relating to the original meeting.
- (c) Where any general meeting is cancelled or postponed or the venue for a general meeting is changed:
 - (i) the Board must endeavour to notify in writing each person entitled to receive notice of the meeting of the cancellation, the change of venue or the postponement of the meeting by any means permitted by this Constitution and in the case of the postponement of a meeting, the new place, date and time for the meeting; and
 - (ii) any failure to notify in writing any person entitled to receive notice of the meeting or failure of a person to receive a written notice shall not affect the validity of the cancellation, the change of venue or the postponement of the meeting.

PROCEEDINGS AT GENERAL MEETINGS

17 Quorum

- (a) No business may be transacted at any general meeting unless there is a quorum of Members Present at all times during the meeting.
- (b) Ten (10) Members Present shall constitute a quorum for all general meetings.
- (c) If within thirty (30) minutes after the time appointed for holding a general meeting a quorum is not present:
 - (i) the meeting, if convened upon the requisition of Members, shall be dissolved;
 - (ii) in any other case:
 - (A) it will stand adjourned to such other day time and place as the Board may by notice to the Members appoint; and
 - (B) if at such adjourned meeting a quorum is not present within thirty (30) minutes after the time appointed for the holding of the meeting, the meeting shall be dissolved.

18 Chairperson

- (a) The Chairperson of the Board shall preside as chairperson at each general meeting.
- (b) Where a general meeting is held and:
 - (i) there is no Chairperson; or
 - (ii) the Chairperson is not present within thirty (30) minutes after the time appointed for the holding of the meeting or, if present, is unwilling to act as chairperson of the meeting,then the following person will be chairperson in lieu of the Chairperson in the order of availability set out below:
 - (iii) Vice Chairperson;
 - (iv) another Director chosen by the Directors present at the meeting; and
 - (v) a Voting Member chosen by a majority of the Members Present.
- (c) The rulings of the chairperson of a general meeting on all matters relating to the order of business, procedure and conduct of the meeting shall be final and no motion of dissent from such rulings shall be accepted.

19 Adjournments

- (a) The chairperson of a general meeting at which a quorum is present:
 - (i) may adjourn a meeting with the consent of the meeting; and
 - (ii) must adjourn the meeting if the meeting so directs;to a time and place as determined.
- (b) No business may be transacted at any adjourned general meeting other than the business left unfinished at the meeting from which the adjournment took place.

- (c) A resolution passed at a meeting resumed after an adjournment is deemed passed on the day it was passed, and not on the date of the original meeting.
- (d) It is not necessary to give any notice of an adjournment of a general meeting or of the business to be transacted at the adjourned meeting except if the meeting is adjourned for thirty (30) days or more, in which case notice of the adjourned meeting must be given as in the case of an original meeting.

20 Determination of Questions

- (a) At any general meeting a resolution to be considered at the meeting shall be decided on a show of hands unless a poll is demanded by:
 - (i) the chairperson of the meeting; or
 - (ii) at least two (2) Members Present.
- (b) Before a vote on a resolution is taken, the chairperson must inform the meeting whether any proxy votes have been received and how the proxy votes are to be cast.
- (c) A declaration by the chairperson of the result of a vote on a resolution by a show of hands and an entry to that effect contained in the minutes of the proceedings of the Company, which has been signed by the chairperson of the meeting or the next succeeding meeting, shall be conclusive evidence of the fact, without proof of the number or proportion of the votes recorded in favour of or against the resolution.

21 Polls

- (a) A poll may be demanded:
 - (i) before a vote on a resolution is taken;
 - (ii) before the voting results on a show of hands are declared; or
 - (iii) immediately after the voting results on a show of hands are declared.
- (b) If a poll is demanded it must be taken in such manner and at such time and place as the chairperson of the meeting directs, subject to **clause 21(e)**.
- (c) The result of the poll shall be taken to be the resolution of the meeting at which the poll was demanded.
- (d) The demand for a poll shall not prevent the continuance of a meeting for the transaction of any business other than the question on which a poll has been demanded.
- (e) A poll demanded on the election of a chairperson or any question of adjournment of the meeting must be taken immediately.
- (f) The demand for a poll may be withdrawn.

22 Direct voting

- (a) The Board will determine from time to time if Members are entitled to vote by a Direct Vote on a matter or a resolution. If the Board has determined that Members are entitled to vote by a Direct Vote, then the Members must do so using the form prescribed by the Board from time to time, which may include electronic means.

- (b) If sent by post, the Direct Vote must be signed by the Member or by a duly authorised officer or attorney.
- (c) If sent by electronic transmission, the Direct Vote is to be taken to have been signed if it has been signed or authorised by the Member in the manner approved by the Board.
- (d) The Direct Vote must be received by the Company at least forty-eight (48) hours before the time of the relevant general meeting in order to be valid.
- (e) A Direct Vote is valid if it contains the following information:
 - (i) the Member's name and address, or any applicable identifying notations such as the Member's identification number or similar approved by the Board or specified in the notice of meeting; and
 - (ii) the Member's voting intention on any or all of the resolutions to be put before the meeting.
- (f) A Direct Vote is valid unless the Company receives written notification changing the voting intention before the vote is cast.
- (g) The Chairperson's decision as to whether a Direct Vote is valid is conclusive.
- (h) A Member who has cast a Direct Vote is entitled to attend the meeting. The Member's attendance cancels the Direct Vote:
 - (i) unless the Member instructs the Company otherwise; or
 - (ii) the Board has determined that Direct Votes are the only method permitted for voting on a resolution.
- (i) If a vote is taken at a meeting on a resolution on which a Direct Vote was cast, the Chairperson of the meeting must:
 - (i) on a vote by show of hands, count each Member who has submitted a Direct Vote for or against the resolution in accordance with the Member's Direct Vote; and
 - (ii) on a poll, count the votes cast by each Member who has submitted a Direct Vote directly for or against the resolution.

23 Voting Rights

A Voting Member has one (1) vote, both on a show of hands and a poll.

24 Disqualification

No person other than:

- (a) a Voting Member; or
- (b) a proxy or attorney of a Voting Member;

shall be entitled to a vote at a general meeting.

25 Objection to Qualification to Vote

Any challenge as to the qualification of a person to vote at a general meeting, or the validity of any vote tendered, may only be raised at the meeting, and must be determined by the chairperson whose decision shall be final and conclusive, and a vote allowed by the chairperson shall be valid for all purposes.

26 Persons of Unsound Mind and Minors

- (a) A Voting Member:
- (i) of unsound mind; or
 - (ii) whose person or estate is liable to be dealt with in any way under the law relating to mental health; or
 - (iii) who is a minor;
- may vote whether on a show of hands or on a poll by that Voting Member's committee, or by such other person as properly has the management or guardianship of that Voting Member's estate, or by the public trustee (as the case may be), and the committee or other person or trustee may vote by proxy.
- (b) Any person having the right of management or guardianship of the person or estate in respect of a Voting Member as referred to in **clause 26(a)**, must not exercise any of the rights conferred under that clause unless and until the person has provided to the Board satisfactory evidence of the appointment of the person accordingly.

27 No Casting Vote

In the case of an equality of votes at a general meeting, whether on a show of hands or on a poll, the chairperson of the meeting at which the show of hands is taken or at which the poll is demanded is not entitled to a casting vote in addition to a deliberative vote.

28 Right of Non-Members to Attend General Meeting

- (a) The chairperson of a general meeting may invite any person who is not a Member to attend and address a meeting.
- (b) Any auditor and any Director of the Company shall be entitled to attend and address a general meeting.

PROXIES

29 Right to Appoint Proxies

- (a) A Voting Member who is entitled to attend and vote at a general meeting of the Company may appoint a person as the Voting Member's proxy to attend and vote for the Voting Member at the meeting.
- (b) If a Voting Member appoints a proxy, the proxy is entitled to vote on a show of hands and on a poll.

30 Appointing a Proxy

30.1 Appointing a Proxy

The instrument appointing a proxy must be in writing signed by the appointor or the appointor's attorney duly authorised in writing or, if the appointor is a corporation, signed by an authorised officer or attorney of the corporation.

30.2 Instrument of Proxy

- (a) The instrument of proxy is valid if it contains the following information, and any additional information required by the Corporations Act:
 - (i) the name and address of the Voting Member, if applicable;
 - (ii) the name of the Company;
 - (iii) the proxy's name or the name of the office of the proxy; and
 - (iv) the meetings at which the instrument of proxy may be used.
- (b) An instrument of proxy may be expressed to be a standing appointment. An instrument of proxy for a specified meeting is only valid for that meeting and any postponement or adjournment of that meeting.
- (c) An instrument of proxy shall not be treated as invalid merely because it does not specify all of the information required by **clause 30.2(a)**.
- (d) An instrument of proxy may be revoked at any time by notice in writing to the Company.

31 Lodgement of Proxies

- (a) An instrument appointing:
 - (i) a proxy and the power of attorney or other authority (if any) under which it is signed or executed or a certified copy of that power or authority; or
 - (ii) an attorney to exercise a Voting Member's rights at a general meeting or a certified copy of that power of attorney,must be deposited at the Office or at such other place as is specified for that purpose in the notice convening the general meeting by the Voting Member appointing the proxy not less than forty eight (48) hours (or such shorter period as the Board may allow) before the time appointed for the holding of the meeting or adjourned meeting as the case may be at which the person named in the instrument proposes to vote. In default, the instrument of proxy or the power of attorney will not be treated as valid.
- (b) For the purposes of **clause 31** it will be sufficient that any document required to be lodged by a Voting Member be received in legible form by email or other electronic transmission if the notice of meeting so permits, and the document is sent to the address and in the form specified in the notice by the Voting Member appointing the proxy, and the proxy shall be regarded as received at the time of the receipt of the email or other electronic transmission by the Company.
- (c) For the avoidance of any doubt, the instrument appointing a proxy must be lodged with the Company by the Voting Member who is appointing the proxy.

32 Validity of Proxies

- (a) A vote exercised pursuant to an instrument of proxy, a power of attorney or other instrument of appointment is valid notwithstanding:
 - (i) the death or unsoundness of mind of the Voting Member;
 - (ii) the bankruptcy of the Voting Member;
 - (iii) the revocation of the instrument of proxy or the power of attorney or any instrument under which the instrument or the power was granted,

if the Company has not received at its Office written notice of the death, unsoundness of mind, bankruptcy, or revocation at least forty eight (48) hours (or such shorter period as the Board may allow) prior to the time appointed for the holding of the general meeting or adjourned meeting, as the case may be, at which the instrument of proxy or the power of attorney is exercised.

- (b) A proxy who is not entitled to vote on a resolution as a Voting Member may vote as a proxy for another Voting Member who can vote if the appointment specifies the way the proxy is to vote on the resolution and the proxy votes that way.
- (c) Except on a show of hands, a proxy may vote as more than one (1) Voting Member if the proxy holds appointments for those Voting Members which specify the way the proxy is to vote on the resolution and the proxy votes that way.

33 Rights of Proxies and Attorneys

- (a) The instrument appointing a proxy will be taken to confer authority to demand or join in demanding a poll.
- (b) Subject to **clause 33(c)**, unless a Voting Member by the instrument of proxy directs the proxy to vote in a certain manner, the proxy may vote as the proxy thinks fit on any motion or resolution. Otherwise the proxy shall follow the voting instructions contained in the instrument of proxy.
- (c) A proxy will not be revoked by the appointor attending and taking part in any general meeting, but if the appointor votes on a resolution either on a show of hands or on a poll, the person acting as proxy for the appointor shall not be entitled to vote in that capacity in respect of the resolution.
- (d) The chairperson of a general meeting may require any person acting as a proxy to establish to the satisfaction of the chairperson that he or she is the person nominated as proxy in the form of proxy lodged under this Constitution. If the person is unable to establish his or her identity, he or she may be excluded from voting either upon a show of hands or upon a poll.

APPOINTMENT AND REMOVAL OF DIRECTORS

34 Number and Appointment of Directors

34.1 Number of Directors

- (a) The Board of Directors shall consist of not less than three (3) and not more than nine (9) persons.
- (b) Subject to section 201P of the Corporations Act, the Board may by resolution vary the number of Directors holding office from that referred to in **clause 34.1(a)**.

34.2 Composition of Board

- (a) Subject to **clause 34.3**, the Board shall consist of:
- (i) up to six (6) Elected Directors; and
 - (ii) up to three (3) Appointed Directors appointed by the Board from time to time,
- provided that the total number of Directors does not exceed the maximum fixed by **clause 34.1**.
- (b) An Elected Director must be a Voting Member at all times that he or she is holding office as an Elected Director.
- (c) At all times, there must be at least:
- (i) one (1) Elected Director who resides in New Zealand; and
 - (ii) one (1) Elected Director who resides in Australia,
- to the extent this is possible pursuant to this Constitution.
- (d) For the avoidance of doubt, if:
- (i) at any time, either of these requirements have not been met; and
 - (ii) an Elected Director vacancy arises,
- despite **clause 37(a)**, that vacancy shall only be filled by an Elected Director who satisfies the above requirement, pursuant to **clause 34.2(c)**, that has not been met at that time.
- (e) The Board shall determine from time to time how many Elected Directors and how many Appointed Directors shall be on the Board.

34.3 Initial Board

- (a) The Directors to hold office until the conclusion of the second AGM following Registration shall be:
- (i) Ryan Hayden Lovett; and
 - (ii) Peter Thomas Jurkovsky.
- (b) The Directors to hold office until the conclusion of the third AGM following Registration shall be:
- (i) Michael Anthony Smith; and
 - (ii) Bronwyn Kaye Tunnage.
- (c) The Directors to hold office until the conclusion of the fourth AGM following Registration shall be:
- (i) Martin Georg William Nichols; and
 - (ii) Simone Lesley Haigh.
- (d) The initial Directors shall be eligible for re-election or reappointment.
- (e) The initial Directors shall be deemed to be Elected Directors.
- (f) The initial Directors shall nominate from amongst the Directors who shall hold each office (as set out in **clause 34.7(a)**).

34.4 Elected Directors

- (a) Nominations of candidates for election as Elected Directors:
 - (i) shall be in writing in a form prescribed by the Board signed by two Voting Members and be accompanied by the written consent of the nominee (which may be endorsed on the nomination); and
 - (ii) shall be delivered to the Company (or person authorised by the Board for the purpose) not later than close of business on the day nominated by the Company.
- (b) Candidates for election as Elected Directors must have been Voting Members for a continuous period of at least 24 months immediately prior to the closing date for nominations.
- (c) As soon as practicable after receiving a nomination for an Elected Director, the Company must refer the nomination to the Nominations and Selection Committee, which will review and assess the nomination against the Nominations and Selection Committee Criteria.
- (d) The Nominations and Selection Committee will make a recommendation of the nominees who satisfy the Nominations and Selection Committee Criteria to the Members.
- (e) All nominees are able to stand for election regardless of whether the nominee receives a recommendation from the Nominations and Selection Committee.
- (f) If insufficient nominations are received to fill all positions on the Board which are to be filled at the election, the nominees shall be deemed to be elected and any unfilled positions remaining on the Board shall be deemed to be casual vacancies.
- (g) If the number of nominations received is equal to the number of positions to be filled, the persons nominated shall be taken to be elected.
- (h) If the number of nominations received exceeds the number of positions to be filled, a ballot shall be held.

34.5 Appointed Directors

- (a) The Board may appoint Appointed Directors to the Board at any time to fill the positions provided for in **clause 34.2(a)(ii)**.
- (b) An Appointed Director must:
 - (i) satisfy the Nominations and Selection Committee Criteria;
 - (ii) be recommended by the Nominations and Selection Committee; and
 - (iii) not be a Member of the Company.

34.6 Term

Except in accordance with **clause 34.3**:

- (a) Elected Directors shall hold office for a term of three (3) years, but shall be eligible for re-election for a maximum of two further terms of three (3) years each.
- (b) Appointed Directors shall hold office for a term of up to three (3) years, but shall be eligible for reappointment for a maximum of two further terms of up to three (3) years each.
- (c) A Director who has served three consecutive terms may be either re-elected or reappointed as a Director after a period of three years has expired since the Director's previous term as a Director.
- (d) For the avoidance of doubt, time served to fill a casual vacancy, pursuant to **clause 37(a)**, does not count towards the maximum continuous periods pursuant to this clause.

34.7 Office Bearers

- (a) The Board shall, at the first meeting of the Board held after Registration and thereafter at the first meeting of the Board held after an Office Bearer has retired, appoint from amongst the Directors sitting on the Board at the time of the Board meeting:
 - (i) a Chairperson;
 - (ii) a Vice Chairperson; and
 - (iii) such additional Office Bearer positions as the Board deems necessary from time to time.
- (b) The Office Bearers shall hold office for a term of one (1) year but shall be eligible for reappointment for further terms of one (1) year each, provided that Office Bearers shall not hold office beyond the Director's retirement or removal from the Board as a Director.

35 General Right to Appoint and Remove Directors

The Board may act despite any vacancy in its body, but if the number falls below the minimum fixed in accordance with **clause 34.1**, the Board may act:

- (a) for the purpose of:
 - (i) increasing the number of Directors to the minimum; or
 - (ii) convening a general meeting; or
 - (b) in emergencies;
- but for no other purpose.

36 Vacation of Office

- (a) Any Director may retire from office on giving written notice to the Company at the Office of the Director's intention to retire and the resignation shall take effect at the time expressed in the notice (provided the time is not earlier than the date of delivery of the written notice to the Company).

- (b) The office of a Director shall become vacant if the Director:
- (i) dies;
 - (ii) in the case of an Elected Director, ceases to be a Voting Member;
 - (iii) becomes bankrupt or makes any arrangement or composition with creditors generally;
 - (iv) becomes prohibited from being a director of, or managing, a company by reason of any order made under the Corporations Act;
 - (v) becomes of unsound mind or a person whose personal estate is liable to be dealt with in any way under the law relating to mental health;
 - (vi) is removed from office by the Company in general meeting;
 - (vii) resigns by notice in writing to the Company; or
 - (viii) is absent without permission of the Board from three (3) consecutive meetings of the Board or is absent without permission of the Board from fifty per cent (50%) of meetings of the Board in a twelve (12) month period, unless the Board resolves that the Director should not vacate from his or her office as Director.

37 Filling of Vacancies on the Board

- (a) In the event of a casual vacancy occurring on the Board, the Board shall:
- (i) subject to **clauses 34.2(d)** and **34.4(b)**, in relation to an Elected Director vacancy, appoint a Voting Member:
 - (A) who satisfies the Nominations and Selection Committee Criteria; and
 - (B) who has been assessed by the Nominations and Selection Committee,
 - (ii) in relation to an Appointed Director vacancy, appoint any person:
 - (A) who satisfies the Nominations and Selection Committee Criteria;
 - (B) is recommended by the Nominations and Selection Committee; and
 - (C) who is not a Member of the Company.
- (b) Any Elected Director appointed pursuant to **clause 37(a)** shall hold office until the conclusion of the next AGM.
- (c) Any Appointed Director appointed pursuant to **clause 37(a)** shall hold office for a full term as determined by the Board.

38 Acting Office Bearers

- (a) In the event of a vacancy occurring in the position of Chairperson, the Board at its next meeting shall appoint a Director to assume office as acting Chairperson for the balance of the term of the vacating Chairperson.
- (b) In the event of a vacancy occurring in the position of Vice Chairperson, the Board at its next meeting shall appoint a Director to assume office as acting Vice Chairperson for the balance of the term of the vacating Vice Chairperson.

- (c) If any Office Bearer is temporarily absent or temporarily unable to perform his or her duties, the Board may authorise another Director to act in the vacant position during the absence or inability of the Office Bearer.
- (d) Nothing in **clause 38** permits any person to simultaneously hold more than one position of Office Bearer.

39 Alternate Directors

Alternate Directors shall not be permitted.

POWERS AND DUTIES OF DIRECTORS

40 Powers of Directors

The control, management and conduct of the Company shall be vested in the Board who shall exercise all such powers of the Company as are not by the Corporations Act or by this Constitution required to be exercised in any other manner.

41 Negotiable Instruments

All cheques, promissory notes, drafts, bills of exchange and other negotiable instruments, requests or arrangements for electronic fund transfers and receipts for money paid to the Company must be signed, drawn, accepted, endorsed or otherwise executed as the case may be by two (2) people authorised by resolution of the Board, or otherwise in accordance with the Company's delegation policy. The Board may authorise:

- (a) a Director(s); or
- (b) another staff member of the Company,

to sign such instruments.

42 Conferment of Powers

- (a) The Board may from time to time confer upon any Director for the time being or any other person as the Board may select such of the powers exercisable under this Constitution by the Board as it may think fit for such time and to be exercised for such purposes and on such terms and conditions and with such restrictions as it may think expedient.
- (b) Powers conferred under **clause 42** may be exercised concurrently with the powers of the Board in that regard and the Board may from time to time withdraw, revoke or vary all or any of such powers.

DIRECTORS' DISCLOSURE OF INTEREST

43 Contracts

- (a) The Company may enter into contracts or arrangements with other companies or bodies in which a Director has an interest, provided it does so according to the usual commercial terms and conditions which apply to such contracts or arrangements.
- (b) Any interest of a Director must be dealt with in accordance with the Corporations Act which shall include disclosing an interest and having all declarations recorded in the minutes of the relevant meeting.
- (c) Subject to **clause 43(b)**, a Director who has an interest in a contract or arrangement made by the Company and has disclosed this interest to the Board may:
 - (i) not be present while the matter is being considered at a meeting;
 - (ii) not vote on the matter;
 - (iii) still be counted in determining whether or not a quorum is present at any meeting of Directors considering that contract or arrangement or proposed contract or arrangement;
 - (iv) not sign or countersign any document relating to that contract or arrangement or proposed contract or arrangement; and
 - (v) not vote in respect of, or in respect of any matter arising out of, the contract or arrangement or proposed contract or arrangement.
- (d) A Director's failure to make disclosure under **clause 43** does not render void or voidable a contract or arrangement in which the Director has a direct or indirect interest.
- (e) A general notice given to the Board by a Director that the Director is an officer, a member of, or otherwise interested in any specified corporation or firm stating the nature and the extent of the Director's interest in the corporation or firm shall, in relation to any matter involving the Company and that corporation or firm after the giving of the notice, be a sufficient disclosure of the Director's interest, provided that the extent of the interest is no greater at the time of first consideration of the relevant matter by the Board than was stated in the notice.

PROCEEDINGS OF DIRECTORS

44 Meetings of Directors

- (a) The Board may meet together for the despatch of business, adjourn and otherwise regulate the Board's meetings and proceedings as it thinks fit, provided that the Board must meet not less than four (4) times each calendar year.
- (b) A Director may at any time, convene a meeting of the Board by giving at least twenty four (24) hours' notice of the meeting to all Directors, provided that the Director must have used the Director's best endeavours to ensure that the notice was properly provided.
- (c) Notice of a meeting of the Board need not be in writing.

- (d) Subject to **clause 44(e)**, a Board meeting may be convened or held using any technology consented to by a majority of Directors. The consent may be a standing one. A Director may withdraw consent to the use of a particular technology within a reasonable time period before a Board meeting.
- (e) The particular technology used to convene or hold a Board meeting, pursuant to **clause 44(d)**, must be of a type that is available and accessible to all Directors who wish to attend the Board meeting.
- (f) All resolutions of the Directors passed at a meeting of the Board where a quorum is present but where notice of the meeting has not been given as required to each Director, or any act carried out pursuant to such resolution, shall, provided each Director to whom notice was not given subsequently agrees to waive the same, be as valid as if notice of the meeting had been duly given to all Directors. Attendance by a Director at a meeting of Directors waives any objection which that Director may have to a failure to give notice of the meeting.

45 Quorum

- (a) The quorum necessary for the transaction of the Board's business is fifty-one per cent (51%) of Directors being personally present (or in conference in accordance with **clause 44**) rounded up to the nearest integer.
- (b) A quorum must be present at all times during the meeting in order for business to be transacted.
- (c) A Director who is disqualified from voting on a matter pursuant to **clause 43** shall be counted in the quorum despite that disqualification.

46 Chairperson

- (a) The Chairperson of the Board shall be the chairperson.
- (b) The Chairperson shall, if present, preside as chairperson of every meeting of the Board.
- (c) If a meeting of the Board is held and the Chairperson is:
 - (i) not present within fifteen (15) minutes after the time appointed for the holding of the meeting; or
 - (ii) if present, does not wish to chair the meeting,then the Vice Chairperson shall preside as chairperson. If the Vice Chairperson is:
 - (iii) not present within fifteen (15) minutes after the time appointed for the holding of the meeting; or
 - (iv) if present, does not wish to chair the meeting, thenthe other Directors present must elect one of the Directors to be chairperson of the meeting.

47 Voting

- (a) A resolution of the Board must be passed by a majority of votes of the Directors present at the meeting who vote on the resolution. A resolution passed by a majority of the votes cast by the Directors will for all purposes be taken to be a determination of the Board.

- (b) Each Director shall have one (1) vote.
- (c) In case of an equality of votes at a meeting of the Board, the chairperson is not entitled to a casting vote in addition to a deliberative vote.

48 Resolutions by Directors

- (a) The Board may pass a resolution without a Board meeting being held if all Directors sign a document containing a statement that they are in favour of the resolution set out in that document. For this purpose, signatures can be contained in more than one document.
- (b) An email transmission which is received by the Company and which purports to have been sent by a Director shall for the purposes of **clause 47(a)** be taken to be in writing and signed by that Director at the time of the receipt of the email transmission by the Company.
- (c) A vote made by a Director using an online voting platform operated or commissioned by the Company shall for the purposes of **clause 47(a)** be taken to be in writing and signed by that Director at the time the vote was received by the online voting platform.
- (d) Any decisions made under **clauses 48(a) to 48(c)** shall be tabled at the next Board meeting.

49 Committee of Directors

- (a) The Board may form and delegate any of its powers to the following Committees consisting of such Directors and/or other persons as it thinks fit and may from time to time revoke such delegation:
 - (i) Nominations and Selection Committee;
 - (ii) Audit and Risk Management Committee; and
 - (iii) any other Committees the Board wishes to form and delegate its powers to from time to time.
- (b) The Board has the power to require any Committee to have all decisions made by that Committee ratified by the Board.
- (c) A Committee must in exercise of the powers delegated to it conform to any directions and restrictions that may be imposed on it by the Board. A power so exercised shall be taken to be exercised by the Board.
- (d) The meetings and proceedings of any Committee consisting of more than one person will be governed by the provisions for regulating the meetings and proceedings of the Board contained in this Constitution.
- (e) A minute of all the proceedings and decisions of every Committee shall be made, entered and signed in the same manner in all respects as minutes of proceedings of the Board are required by the Corporations Act and this Constitution to be made entered and signed. A copy of such Committee minutes shall be tabled at the next Board meeting.

50 Validation of Acts of Directors

All acts done:

- (a) at any meeting of the Board; or

(b) by any person acting as a Director,

shall, even if it is discovered afterwards that there was a defect in the appointment or continuance in office of any such Director or person or that they or any of them were disqualified or were not entitled to vote, be as valid as if every such person had been duly appointed or had continued in office and was duly qualified to be a Director and had been entitled to vote.

MINUTES

51 Minutes

- (a) The Board must cause minutes to be kept in such a manner as is required by the Corporations Act for the purposes of recording:
- (i) the names of the Directors present at each meeting of the Board and of Directors present at each meeting of any Committee;
 - (ii) all orders, resolutions and proceedings of general meetings and of meetings of the Board and of Committees; and
 - (iii) such matters as are required by the Corporations Act to be recorded in the record books of the Company, including without limitation all declarations made or notices given by any Director of his or her interest in any contract or proposed contract or the holding of any office or property whereby any conflict of duty or interest may arise.
- (b) Such minutes shall be signed by the Chairperson of the meeting, or the Chairperson of the next succeeding meeting. Minutes which purport to be signed accordingly shall be received in evidence without any further proof as sufficient evidence that the matters and things recorded by such minutes actually took place or happened as recorded and of the regularity of such matters and things and that the same took place at a meeting duly convened and held.

SECRETARY

52 Appointment and Tenure

- (a) There must at all times be a Secretary appointed by the Board for a term and on conditions determined by the Board.
- (b) The Board may replace any Secretary so appointed.
- (c) The Secretary appointed under **clause 52(a)** shall be the Company Secretary for the purposes of the Corporations Act.

BY-LAWS

53 By-Laws

- (a) The Board may from time to time make such By-Laws as are in its opinion necessary and desirable for the proper control, administration and management of the Company's affairs, operations, finances, interests, effects and property and to amend and repeal those By-Laws from time to time.
- (b) A By-Law must be subject to this Constitution and must not be inconsistent with any provision contained in this Constitution.
- (c) When in force, a By-Law is binding on all Members and has the same effect as this Constitution.
- (d) The Board will adopt such measures as it deems appropriate to bring to the notice of the Member all By-Laws, amendments and repeals.

EXECUTION OF DOCUMENTS**54 Execution of Documents**

- (a) Without limiting the manner in which the Company may execute any contract, including as permitted under section 126 of the Corporations Act, the Company may execute any agreement, deed or other document by:
 - (i) two (2) Directors signing the same; or
 - (ii) one (1) Director and the CEO signing the same; or
 - (iii) the CEO signing if a Board resolution has been passed approving the contract, agreement, deed or other document.
- (b) Nothing in this Constitution requires the Company to execute any agreement, deed or other document under common seal for the same to be effectively executed by the Company.

ACCOUNTS AND INSPECTION OF RECORDS**55 Accounts and Inspection**

The Board shall:

- (a) cause proper financial records to be kept and must, if required by the Corporations Act, prepare and distribute copies of the financial reports of the Company and a Director's report;
- (b) where required by the Corporations Act, cause the financial records to be audited or reviewed by a properly qualified auditor or other entity authorised by the Corporations Act; and
- (c) from time to time determine whether and to what extent and at what times and places and under what conditions or regulations the accounting and other records of the Company or any of them will be open to the inspection of Members.

NOTICES

56 Service of Notices

- (a) 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 shown in the Register or otherwise the address supplied by the Member to the Company for the giving of notices; or
 - (iii) sending it to the electronic address supplied by the Member to the Company for the giving of notices.
- (b) Any Member who has not left at or sent to the Office his or her place of address for inclusion in the Register as the place at which notices may be given to the Member shall not be entitled to receive any notice.
- (c) 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 shall be deemed to have been effected on the third day after the date of posting. Service of a notice to a Member outside Australia shall be deemed to have been made in the ordinary course of the post.
- (d) Where a notice is sent by electronic means, service of the notice shall be taken to be effected by properly addressing and sending the notice and in such case shall be taken to have been effected on the Business Day after it is sent.
- (e) A notice may be given by the Company to the persons entitled to a share in consequence of the death, unsound mind or bankruptcy of a Member by:
 - (i) service on the Member personally;
 - (ii) sending it by post addressed to the person by name or by the title of the representative of the deceased or person of unsound mind or the assignee of the bankrupt or by any like description at the address, if any, within Australia, supplied for the purpose by the person claiming to be entitled;
 - (iii) by giving the notice in any manner in which the same might have been given if the death, unsound mind or bankruptcy had not occurred.
- (f) Evidence of service of a notice may be established by proving that the envelope containing the notice and stamped appropriately was properly posted and a certificate given by any Officer of the Company to that effect shall be conclusive evidence of service.

WINDING UP

57 Winding Up

- (a) If any surplus remains following the winding up of the Company, the surplus will not be paid to or distributed among Members, but will be given or transferred to another institution(s) or corporation(s) which has:
 - (i) objects which are similar to the Objects;
 - (ii) a constitution which requires its income and property to be applied in promoting its objects; and
 - (iii) a constitution which prohibits it from paying or distributing its income and property among its Members to an extent at least as great as imposed on the Company by **clause 5.2(b)**.
- (b) The identity of the corporation(s) or institution(s) referred to in **clauses 57(a)** is to be determined by the Members in writing at or before the time of dissolution and failing such determination being made, by application to the Supreme Court of the Australian Capital Territory for determination.

INDEMNITY

58 Indemnity

To the extent permitted by law every Officer (and former Officer) of the Company shall be indemnified out of the funds of the Company against all costs, expenses and liabilities incurred in that person's capacity as an Officer or employee of the Company (or former Officer or employee of the Company). However, no such Officer or employee (or former Officer or employee) shall be indemnified out of the funds of the Company under **clause 58** unless:

- (a) it is in respect of a liability to another person (other than the Company or a related body corporate to the Company) where the liability to the other person does not arise out of conduct involving a lack of good faith; or
- (b) it is in respect of a liability for costs and expenses incurred:
 - (i) in defending proceedings, whether civil or criminal, in which judgment is given in favour of the Officer (or former Officer) or in which the Officer (or former Officer) is acquitted; or
 - (ii) in connection with an application, in relation to such proceedings, in which the court grants relief to the Officer (or former Officer) under the Corporations Act.

59 Payment of Indemnity Policy Premium

- (a) To the extent permitted by law the Company may at the discretion of the Board enter into and/or pay a premium in respect of a policy of insurance insuring an Officer (or former Officer) of the Company against any liability incurred by such person in that capacity (whether in respect of acts or omissions prior to or after the date of the issue of the policy or both) except for:
 - (i) a liability arising out of conduct involving a wilful breach of duty in relation to the Company; or

- (ii) a liability arising out of conduct that contravenes the general duties in sections 182 and 183 of the Corporations Act.
- (b) The Board shall have the discretion to approve the terms and conditions of any such policy of insurance.
- (c) Where an Officer (or former Officer) has the benefit of an indemnity pursuant to an insurance policy in respect of his or her actions or omissions, then the Company shall not be required to indemnify the Officer under **clause 58**, except to the extent that the indemnity affected by the insurance policy does not fully cover the person's liability.

60 Indemnity to Continue

The indemnity granted by the Company contained in **clauses 58** and **59** shall continue in full force and effect notwithstanding the deletion or modification of that clause, in respect of acts and omissions occurring prior to the date of the deletion or modification.

Form of Appointment of Proxy

Australasian College of Paramedicine Limited
(incorporated under the *Corporations Act 2001*)

PROXY FORM

Your details

(Please print your name and address)

Name of Member: _____

ACN/ABN: _____

Address: _____

City: _____

State: _____

Postcode: _____

Telephone: _____

Appoints

Name: _____

(Please print name of proxy)

or failing the person so named, or if no person is named, the **Chairperson of the Meeting** to vote in accordance with the following directions or, if no directions have been given, as the proxy or the Chairperson sees fit at the (Annual) General Meeting of Australasian College of Paramedicine Limited to be held on *[insert date]* commencing at *[insert time]* and at any adjournment thereof.

Directions

Signature

Date