

FINAL

Allied Health Professions Australia Limited
ACN 083 141 664

Constitution

Company Limited by Guarantee under the *Corporations Act 2001* (Cth)

(Adopted by the Members by special resolution on 12th February 2019)

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Allied Health Professions Australia Limited

A company limited by guarantee

Constitution

1 General

1.1 Name of Company

The name of the Company is Allied Health Professions Australia Limited.

1.2 Constitution

This constitution contains the rules setting out the way the Members have agreed to conduct the administration of the Company.

2 Objects of the Company

2.1 Objects

The objects of the Company are:

- (a) to provide an expert voice on allied health issues;
- (b) to provide effective representation of allied health interests in the development and implementation of government policies and programs;
- (c) to provide a forum for collaboration between and support of Members;
- (d) to recognise, advance and advocate for the common interests of Ordinary Members;
- (e) to act as a conduit between our member organisations and other stakeholders;
- (f) to encourage research for and with the allied health sector to demonstrate the value of allied health;
- (g) to encourage and promote innovation and best practice;
- (h) to promote and support allied health workforce development and a sustainable education and training framework;
- (i) to form strategic alliances with other organisations and government stakeholders;
and
- (j) to explore international linkages to support the advancement of allied health.

2.2 Activities relating to objects

The Company may engage in any activity related to the above objects.

3 Powers of the Company

3.1 Powers

The Company has all the powers of an individual and a body corporate, but it does not have the power to issue shares.

3.2 Restriction on powers

The Company will exercise its powers to carry out its objects.

4 Income and property

4.1 Income to be applied towards objects

The Company will apply its income and property solely towards promoting its objects.

4.2 No distribution to Members

- (a) The Company is a not for profit organisation.
- (b) The Company must not pay, transfer or distribute, directly or indirectly, any of its income or property to a Member or to a Director, except the Company may:
 - (i) pay any employee, Director or Member for any goods or services they supply to the Company in good faith and on an arm's length basis;
 - (ii) reimburse a Member or Director for any approved expenses they incur;
 - (iii) make any other payment expressly authorised under this constitution; and
 - (iv) indemnify a Director or pay an insurance premium for a director if permitted by the Act.

5 Liability of members and guarantee

5.1 Limited liability of Members

The liability of each Member is limited to the amount of the guarantee given in clause 5.2.

5.2 Guarantee by Members

Each member agrees to contribute \$100 to the Company's property if the Company is wound up while the person is a Member or within 1 year after the person ceases to be a Member to pay for:

- (a) the Company's debts and liabilities incurred before the Member ceased to be a Member; and
- (b) the costs, charges and expenses of winding up.

6 Winding up

6.1 Property remaining after winding up

- (a) If the Company is wound up or dissolved and any property remains after all of the Company's debts and liabilities are satisfied, the property must not be paid to or distributed among the Members but must be given or transferred to some other entity or entities determined by the Members at or before the time of dissolution, subject to clause 6.1(c).
- (b) If the Members do not make any determination under clause 6.1(a), the Company may apply to the Supreme Court of Victoria to determine the entity or entities to which such payment or distribution may be made.
- (c) An entity is not eligible to receive property under this clause 6.1 unless:
 - (i) it has objects similar to the objects of the Company; and
 - (ii) its constitution prohibits the distribution of its income and property among its members to the extent imposed on the Company under clause 4 and this clause 6.

7 Membership

7.1 Members

The Members are:

- (a) the members of the Company at the date this constitution is adopted, all of which are Ordinary Members; and
- (b) any other person admitted to Membership under this clause 7.

7.2 Types of Members

Unless the Board otherwise determines, the Company has the following classes of Members:

- (a) Ordinary Members.
- (b) Affiliate Members.

7.3 Eligibility for Ordinary Membership

An entity which meets all the following requirements may apply to become an Ordinary Member:

- (i) The entity is a national organisation or peak body of an allied health profession with members in at least five Australian States or Territories.
- (ii) The entity's constitution mandates that it acts nationally.
- (iii) The entity represents a single health profession which can be comprised of more than one discipline.
- (iv) At least 75% of the entity's voting members and all of its new members within the primary discipline hold a recognised tertiary health qualification at a level of at least Australian Qualifications Framework 7 (**AQF7**) or any equivalent standard or framework which replaces AQF7.
- (v) The members of the entity practise within an evidence-based paradigm.
- (vi) The members of the entity are recognised to practise in main stream government funded health, disability, education, social and/or other systems or schemes,

7.4 Eligibility for Affiliate Membership

An entity which does not satisfy all of requirements listed in clause 7.3 may apply to become an Affiliate Member if the entity:

- (a) is incorporated in Australia;
- (b) is national or State/Territory based; and
- (c) either:
 - (i) represents a single or a mixture of allied health professions or therapies (but excluding medicine and nursing); or
 - (ii) is an organisation with an interest in working with or supporting allied health (but which is not a commercial or for profit entity).

7.5 Form of Application

An applicant for Ordinary Membership or for Affiliate Membership must:

- (a) apply in writing in a form decided by the Board;
- (b) provide any documents or evidence required by the Board;
- (c) pay the application fee described in clause 7.9 at the time of submitting the application; and
- (d) comply with any alternative or additional requirements determined by the Board from time to time.

7.6 Admission to Membership

- (a) The Board will consider an application for Membership which meets the requirements of clause 7.5 within a reasonable period of time after receiving it.
- (b) The Board may in its absolute discretion admit or reject any applicant for membership, without the necessity to give any reason.
- (c) The Secretary will notify an applicant in writing of the Board's decision.
- (d) If the Board rejects an application for membership, the application fees paid by the applicant will not be returned.
- (e) If the Board accepts an application, the applicant becomes a Member of the Company in the relevant class of Membership upon payment of the membership fee applicable at that time.

7.7 Rights and privileges of Ordinary Members

An Ordinary Member has the right to do the following:

- (a) Receive notices, and attend meetings, of the Company.
- (b) Vote (personally or by proxy) or as a proxy for another Member at meetings of the Company.
- (c) Nominate a person to be elected as a Director.

7.8 Rights and privileges of Affiliate Members

An Affiliate Member has the right to receive notices, and attend meetings of, the Company. However, an Affiliate Member is not entitled to vote on any matter relating to the Company and has no right to nominate a person to be elected as a Director.

7.9 Fees

- (a) The Board will determine:
 - (i) the application fee payable by applicants for each category of Membership;
 - (ii) the annual membership fee payable by Members for each category of Membership; and
 - (iii) any other fees applying to Membership.
- (b) A Member must pay the membership fee annually in advance within 30 days of the renewal of Membership.
- (c) If a Member fails to pay the annual Membership within two months after it becomes payable, the Member ceases to be entitled to the rights or privileges of Membership upon the expiry of that two-month period. The Member's rights and privileges are reinstated as soon as payment is received by the Company. If the arrears have not

been paid within four months of being due, the Member will be deemed to have resigned and its name will be removed from the register of Members.

- (d) If a Member ceases to be a Member for any reason, the Company has no obligation to refund any portion of the fees paid by the Member.

7.10 How does membership end?

- (a) A Member will immediately cease to be a Member if they:
 - (i) resign by giving written notice to the Company;
 - (ii) become bankrupt or insolvent or propose to be wound up;
 - (iii) are expelled under clause 7.11(b).

7.11 Expulsion

- (a) The Board may, by resolution, expel a Member from the Company if, in its absolute discretion, the Board determines that:
 - (i) the Member has acted in breach of this constitution or any policy or procedure of the Company;
 - (ii) the Member has acted in breach of a requirement imposed by the Board on all Members of that class;
 - (iii) the Member has made a materially false representation to the Company; or
 - (iv) the Member has engaged in conduct which, in the opinion of the Board, may bring the Company into disrepute, may adversely affect the Company's activities or may compromise the achievement of any of the Company's objects.
- (b) If the Board intends to propose a resolution under clause 7.11(a), at least one week before the meeting at which the resolution is to be proposed, the Board must give the Member written notice:
 - (i) stating the date, place and time of the meeting;
 - (ii) setting out the intended resolution and the grounds on which it is based; and
 - (iii) informing the Member that he or she may attend the meeting and may give an oral or written explanation or submission before the resolution is put to the vote.

7.12 Suspension of Membership

The Board may, by resolution, suspend a Member from the Company for any period it determines (in its absolute discretion) if the Member does any of the actions listed in clause 7.11(a). The Board will follow the process described in clause 7.11(b) where it proposes such a resolution.

7.13 Effect of expulsion or suspension on Member's liability

The suspension or expulsion of a Member does not relieve the Member of its liability under clause 5 of this constitution.

7.14 Dispute resolution regarding expulsion or suspension

- (a) A Member expelled under clause 7.11 or suspended under clause 7.12 may dispute the decision by lodging a written notice (**Dispute Notice**) with the Secretary within 20 business days of receiving notification of the relevant decision.
- (b) In the Dispute Notice, the Member must set out the reason(s) it disagrees with the Board's decision and, where applicable, provide any supporting information for the reason(s). Upon receipt of the Dispute Notice by the Secretary, the relevant decision is stayed.
- (c) Within 20 business days of the Secretary receiving the Dispute Notice, the Board and the Member will meet to consider the matter. The Member may give an oral or written explanation or submission at the meeting but may not bring a lawyer.
- (d) The Board will consider the Member's submissions and then put a further resolution to the vote. The Member will not be present during the vote. The decision of the Board on the matter is final and binding.

7.15 Register of Members

- (a) The Company will keep a register of Members in accordance with the Act. The register will include such information as the Board determines.
- (b) Each Member must provide all details requested by the Company and must notify the Company in writing of any change in its details within 20 business days after the change.

8 General meetings

8.1 Annual General Meeting

- (a) An annual general meeting of the Members will be held in accordance with the provisions of the Act. The Company must hold an annual general meeting at least once in each calendar year.
- (b) An annual general meeting is to be held in addition to any other meetings held by the Company in a year.
- (c) The business of the annual general meeting may include any of the following, even if not referred to in the notice of meeting:
 - (i) The consideration of the annual financial report, Boards' report and auditor's report.
 - (ii) The election of the Directors.
 - (iii) The appointment of the auditor and the fixing of the auditor's remuneration.
- (d) The annual general meeting may also consider any other business which ought to be transacted at the annual general meeting under this constitution or the Act.
- (e) The chairperson of the annual general meeting must allow a reasonable opportunity for the Members at the meeting to:
 - (i) ask questions about or make comments on the management of the Company; and
 - (ii) if the auditor or their representative is at the annual general meeting, ask the auditor or their representative questions relevant to the conduct of the audit and the preparation and content of the auditor's report.

8.2 General Meetings

All general meetings other than annual general meetings will be called general meetings.

8.3 Calling general meetings

- (a) A majority of the Directors may call and arrange to hold a general meeting whenever they think fit.
- (b) A general meeting may be called and arranged to be held only as provided by this clause 8 or as provided by the Act.
- (c) The Company may hold a meeting at more than one venue using any technology that gives the Members a reasonable opportunity to participate.

8.4 Postponement of General Meeting

- (a) The Directors may change the venue for, postpone or cancel a general meeting, unless the meeting is called and arranged to be held under the Act.
- (b) If a general meeting is called and arranged to be held under the Act the Directors may not:
 - (i) postpone it beyond the date by which the Act requires it to be held; and
 - (iii) cancel it without the consent of the requisitioning Member.
- (c) If any meeting is postponed (as distinct from being than adjourned under clause 8.5(b)) the same period of notice of the meeting must be given to those entitled to receive notice of a meeting as if a new meeting were being called for the postponed date.

8.5 Notice of general meetings

- (a) Notice of every general meeting must be given in any manner authorised by clause 17 to each person who is at the date of the notice:
 - (i) a Member, except a Member who has not supplied the Company with an address in Australia for giving notices;
 - (ii) a Director; and
 - (iii) the Company's auditor.
- (b) If a meeting is adjourned a new notice of the resumed meeting will be given if the meeting is adjourned for one month or more.
- (c) A person may waive notice of a general meeting by written notice to the Company.
- (d) A person's attendance at a general meeting waives any objection that person may have to:
 - (i) a failure to give notice, or the giving of a defective notice, of the meeting; and
 - (ii) the consideration of a matter at the meeting which is not within the business referred to in the notice of the meeting.

8.6 Contents of notice of general meeting

A notice of a general meeting must:

- (a) specify the place, date and time for the meeting (and, if the meeting is to be held in two or more places, the technology that will be used to facilitate this);

- (b) state the general nature of the meeting's business;
- (c) if a special resolution is to be proposed at the meeting, set out an intention to propose the special resolution and state the resolution; and
- (d) indicate that a Member has a right to appoint a proxy.

8.7 Inadvertent omission to give notice

The inadvertent omission to give notice of any general meeting to or the non-receipt of the notice by any Member entitled to receive notice of a general meeting under this constitution does not invalidate the proceedings of or any resolution passed at the meeting.

8.8 Quorum

- (a) No business may be transacted at a general meeting, except the election of a chairperson and the adjournment of the meeting, unless a quorum of Members is present when the meeting proceeds to business.
- (b) The quorum for a meeting of the Members is 50% of the Ordinary Members (counted up to the next whole number) being personally present (through their representative) or through a proxy and present at all times during the meeting.
- (c) In determining whether a quorum is present, an individual attending as a proxy for another Ordinary Member is counted. If an individual is attending both as a representative of an Ordinary Member and as a proxy for another Ordinary Member, the individual is also counted for each proxy the individual holds for the purpose of forming a quorum.
- (d) If a quorum is not present within 30 minutes after meeting time specified in the notice of meeting:
 - (i) if the meeting was called by the Members or upon the requisition of Members, the meeting is dissolved; or
 - (ii) in any other case, the meeting is adjourned to the date, time and place the Board specifies. If the Board does not so specify, the meeting is adjourned to:
 - A if the date is not specified - the same day in the next week;
 - B if the time is not specified - the same time; and
 - C if the place is not specified - the same place.
- (e) If no quorum is present at the resumed meeting within 30 minutes after the time for the meeting, the Members present may only deal with the following matters:
 - (i) the appointment or approval of Directors;
 - (ii) the approval of any financial or other material necessary for the conduct of the Company or the compliance with any regulatory requirement or the Act.

8.9 Chairperson of general meetings

- (a) The chairperson of the Board must (if present within 20 minutes after the time appointed for the meeting and willing to act) preside as chairperson at each general meeting.
- (b) If at a general meeting:
 - (i) there is no chairperson of the Board;

- (ii) the chairperson of the Board is not present within 20 minutes after the time appointed for the meeting; or
- (iii) the chairperson of the Board is present within that time but is not willing to act as chairperson of the meeting,

the Ordinary Members present must elect as chairperson of the meeting:

- (iv) another Director who is present and willing to act; or
- (v) if no other Director present at the meeting is willing to act, an Ordinary Member who is present and willing to act.

8.10 Conducting and adjourning general meetings

- (a) A question arising at a general meeting relating to the order of business, procedure or conduct of the meeting must be referred to the chairperson of the meeting, whose decision is final.
- (b) The contemporaneous linking together by telephone or other electronic means of a sufficient number of the Ordinary Members present, to constitute a quorum constitutes a meeting of the Members.
- (c) Only unfinished business is to be transacted at a meeting resumed after an adjournment.

8.11 Resolutions proposed by Members at general meetings

- (a) All business transacted at an annual general meeting (other than the business referred to in clause 8.1(c) and all other business transacted at any other general meeting is special business.
- (b) An Affiliate Member may not move any resolution relating to any business of the Company.
- (c) An Ordinary Member may move a resolution relating to special business at any meeting of Members if:
 - (i) the Member has given at least than 21 business days' prior notice in writing of the Member's intention to move an ordinary resolution or a special resolution at the meeting by leaving the notice and a signed copy of the resolution at the registered office of the Company; or
 - (ii) the resolution has previously been approved by the Board.
- (d) Upon receiving a notice under clause 8.11(c), the Secretary must:
 - (i) subject to the notice period referred to in clause 8.11(c)(i) and even if the notice convening the meeting has already been dispatched, immediately notify the Members of the proposed resolution; or
 - (ii) otherwise include notice of the proposed resolution in the notice convening the meeting.

9 Proxies and body corporate representatives at general meetings

9.1 Appointment of a proxy

- (a) An Ordinary Member may appoint another Member as the Ordinary Member's proxy to attend and vote for the Ordinary Member at the meeting.

- (b) An Affiliate Member may appoint another Member to attend a meeting in place of the Affiliate Member.

9.2 Rights of proxies

- (a) A proxy appointed under clause 9.1 for a Member has the same rights as the Member which appointed them:
 - (i) to speak at the meeting;
 - (ii) if the proxy was appointed by an Ordinary Member, to vote (but only to the extent allowed by the appointment); and
 - (iii) to join in a demand for a poll.
- (b) If a proxy is only for a single meeting it may be used at any postponement or adjournment of that meeting, unless the proxy states otherwise.
- (c) A proxy's authority to speak and (in the case of a proxy appointed by an Ordinary Member) to vote for a Member at a meeting is suspended while the Member is present at the meeting.

9.3 When a proxy form must be sent to all Members

The Company sends a Member a proxy appointment form for a meeting or a list of persons willing to act as proxies at a meeting:

- (a) if the Member requested the form or list, the Company must send the form or list to all Members who ask for it and who are entitled to appoint a proxy to attend and vote at the meeting; or
- (b) otherwise, the Company must send the form or list to all its Members entitled to appoint a proxy to attend and vote at the meeting.

9.4 Appointing a proxy

- (a) An appointment of a proxy is valid if it is signed by the Member making the appointment and contains the following information:
 - (i) the Member's name and address;
 - (ii) the Company's name;
 - (iii) the proxy's name or the name of the office held by the proxy; and
 - (iv) the meetings at which the appointment may be used.
- (b) The appointment of a proxy:
 - (i) may be a standing appointment;
 - (ii) does not have to be witnessed; and
 - (iii) if undated, is taken to have been dated on the day it is given to the Company.
- (c) An appointment of a proxy may specify the way the proxy is to vote on a particular resolution. If it does:
 - (i) the proxy need not vote on a show of hands, but if the proxy does so, the proxy must vote that way;
 - (ii) if the proxy has two or more appointments that specify different ways to vote on the resolution, the proxy must not vote on a show of hands;

- (iii) if the proxy is the chairperson, the proxy must vote on a poll, and must vote that way;
 - (iv) if the proxy is not the chairperson, the proxy need not vote on a poll, but if the proxy does so, the proxy must vote that way.
- (d) A later proxy appointment revokes an earlier one if both appointments could not be validly exercised at the meeting.
 - (e) An instrument appointing a proxy expires twelve months after the date of its execution. However, a Member may deposit at the Company office an instrument duly stamped (if necessary) appointing a proxy and the appointment is valid for all or any stipulated meetings of the Company until revocation.

9.5 Form of proxy sent out by the Company

- (a) A form of proxy sent out by the Company may be in a form determined by the Board from time to time, but in any case it must:
 - (i) enable the Member to specify the manner in which the proxy must vote in respect of a particular transaction; and
 - (ii) leave a blank for the Member to fill in the name of the person primarily appointed as proxy.
- (b) The form may provide that if the Member leaves it blank as to the person primarily appointed as proxy or if the person named as proxy fails to attend, the chairperson of the meeting is appointed proxy.

9.6 Receipt and completion of proxy documents

- (a) The appointment of a proxy for a meeting of the Members will only be effective if the proxy's form of appointment has been received by the Company at least 48 hours before the relevant meeting.
- (b) An instrument appointing a proxy, unless the contrary is stated, is valid for any adjournment of the meeting, as well as for the meeting to which it relates.
- (c) The Company receives an appointment when it is received at:
 - (i) the Company's registered office;
 - (ii) a facsimile number at the Company's registered office; or
 - (iii) a place, facsimile number or electronic mail address specified for the purpose in the notice of meeting.
- (d) Any signed proxy that is incomplete may be completed by the Secretary on authority from the Board and as permitted by the Act.

9.7 Validity of proxy vote

- (a) Unless the Company has received written notice of the matter before the start or resumption of the meeting at which a proxy votes, a vote cast by a proxy appointed by an Ordinary Member will be valid even if, before the proxy votes, the Ordinary Member revokes the proxy's appointment.
- (b) The appointment of a proxy or attorney is not revoked by the appointer attending and taking part in the general meeting but, if the appointer votes on a resolution, the proxy or attorney is not entitled to vote, and must not vote, as the appointer's proxy or attorney on the resolution.

9.8 Body corporate representatives

- (a) A Member which is a body corporate will appoint an individual as a representative to exercise all or any of the powers the body corporate may exercise:
 - (i) at meetings of the Members;
 - (ii) relating to resolutions to be passed without meetings.
 The appointment may be a standing one.
- (b) The Member must inform the Company of the appointment and any change in the appointment of such individual.
- (c) A body corporate may appoint more than one representative but only one representative may exercise the body's powers at any one time.
- (d) Unless otherwise specified in the appointment, the representative may exercise, on the body corporate's behalf, all of the powers that the body could exercise at a meeting or in voting on a resolution.

10 Decisions at general meetings

10.1 General conduct of meeting

- (a) Subject to the requirements of the Act, the general conduct of each general meeting of the Company and the procedures to be adopted at the meeting are determined by the chairperson.
- (b) The chairperson may, as considered necessary for the proper conduct of the meeting, demand the cessation of debate or discussion on any business, question, motion or resolution being considered by the meeting and require the business, question, motion or resolution to be put to a vote of the Ordinary Members present.
- (c) The chairperson may require the adoption of any procedure that, in the chairperson's opinion, is necessary or desirable for the proper and orderly casting or recording of votes at any general meeting of the Company, whether on a show of hands or on a poll.

10.2 Decisions at general meetings

- (a) Except where by law a resolution requires a special majority, questions arising at a general meeting must be decided by a majority of votes cast by the Ordinary Members present at the meeting. Such a decision is for all purposes a decision of the Ordinary Members.

10.3 Voting rights

- (a) Subject to this constitution, at a general meeting every Ordinary Member present has one vote on a show of hands and on a poll.
- (b) An Ordinary Member's vote may be exercised in person or by proxy.
- (c) A proxy is entitled to a separate vote for each Ordinary Member the person represents, in addition to any vote the person may have as an Ordinary Member in their own right.
- (d) A challenge to an Ordinary Member's right to vote at a meeting of Members:
 - (i) may only be made by an Ordinary Member or a Director;
 - (iii) may only be made at the meeting; and

- (iv) must be determined by the chairperson, whose decision is final.
- (e) A vote which is not disallowed after a challenge under clause 10.3 (d) is valid for all purposes.
- (f) An Ordinary Member is not entitled to vote at a general meeting if the annual membership fee of the Ordinary Member is more than 1 month in arrears at the date of the meeting or the postponed or adjourned meeting.

10.4 Voting on resolutions

- (a) A resolution put to the vote of a general meeting must be decided on a show of hands unless a poll is demanded.
- (b) On a show of hands, a declaration by the chairperson is conclusive evidence of the result. Neither the chairperson nor the minutes are required to state the number or proportion of the votes recorded in favour or against.

10.5 How a poll is demanded and taken

- (a) A poll may be demanded on any resolution by:
 - (i) the chairperson of the meeting; or
 - (ii) at least three Ordinary Members present.
- (b) The poll may be demanded:
 - (i) before a vote 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.
- (c) A demand for a poll may be withdrawn before the poll is taken.
- (d) A demand for a poll does not prevent a general meeting continuing for the transaction of any business except the question on which the poll has been demanded.
- (e) A poll demanded:
 - (i) on the election of a chairperson or on the question of an adjournment must be taken immediately; and
 - (ii) on any other matter must be taken when and in the manner the chairperson directs.
- (f) The result of the poll becomes the resolution of the meeting at which the poll was demanded.

10.6 Resolving a deadlock

Where the votes on a proposed resolution are equal, the chairperson of the meeting has a second or casting vote, in addition to any vote he or she may have in his or her capacity as an Ordinary Member or proxy. The chairperson has a discretion as to whether and how to exercise their casting vote.

11 Directors

11.1 Number of Directors

- (a) Subject to clause 11.1(b), there must be:

- (i) at least seven Directors; and
 - (ii) not more than nine Directors.
- (b) The Company may by resolution:
- (i) increase or reduce the minimum or maximum number of directors; and
 - (ii) appoint or, in accordance with section 203D of the Act, remove a director.
- (c) Subject to clause 11.1(a) and subject to the individual signing a consent to act as a Director, the Directors may appoint any individual as a director, either to fill a casual vacancy or as an addition to the existing Directors.

11.2 Composition of Board

- (a) Subject to clause 11.1(a), the Board will consist of:
- (i) at least five Directors and not more than seven Directors who are elected to the Board after being nominated by an Ordinary Member; and
 - (ii) at least one Independent Director but not more than three Independent Directors who are appointed by the Board at such time as the Board thinks fit.
- (b) All Directors have the same rights, privileges and powers.

11.3 Nomination and election of Directors

- (a) Each Ordinary Member may nominate for election to the Board one individual who satisfies the requirements specified in clause 11.6(a).
- (b) The elected members of the Board are elected in accordance with the applicable By-Laws determined by the Board from time to time and according to the following principles:
- (i) The Company will call for nominations by Ordinary Members.
 - (ii) The election will be conducted prior to the annual general meeting and the results will be confirmed at the annual general meeting.
 - (iii) The election outcome will be determined on the basis of which candidates receive the most votes, or on the basis of another process determined by the Board.
 - (iv) If there is not a sufficient number of candidates nominated, the Board may choose to fill any remaining vacancy, or may choose to leave the position vacant.
- (c) A person elected to the Board must provide their signed consent to act a Director before commencing their formal appointed.

11.4 Independent Directors

The Board will appoint the Independent Directors when there is a vacancy. Independent Directors shall not be elected as Chairperson or Vice Chairperson.

11.5 Term of appointment

- (a) A Director is elected for a term of three years and may nominate to be elected for one further consecutive three year term.

- (b) Each Independent Director will be appointed for a term determined by the Board. An Independent Director may not be appointed for a consecutive term which exceeds six years.

11.6 Qualification for membership of the Board

- (a) A Director must be:
 - (i) a natural person; and
 - (ii) a current individual member of an Ordinary Member or currently employed as the chief executive officer (or an equivalent executive position) of an Ordinary Member.
- (b) If:
 - (i) a Director ceases to satisfy the requirement specified in clause 11.6(a)(ii); or
 - (ii) the Ordinary Member which nominated the Director ceases to be a Member, the Director must immediately resign and a casual vacancy on the Board is created.

11.7 Office bearers

The Board will in such manner as it may determine, elect the Company's office bearers - the chairperson, the deputy chairperson and the chairperson of the Board's finance committee from its number and for such period as the Board thinks fit.

11.8 Casual vacancies

The Board from time to time may:

- (a) fill a casual vacancy for Chair by inviting a Director to fill the vacant office;
- (b) fill any casual vacancy arising for office bearers by appointing a Director to fill the vacant office;
- (c) fill a casual vacancy if the office of a Director becomes vacant as a result of the circumstances set out in clause 11.14(a). That director shall hold office until the next annual general meeting.

11.9 Insufficient Directors

If there is a vacancy in the office of a Director, the remaining Directors may act, but if the number of remaining Directors is not sufficient to constitute a quorum at a meeting of the Board, they may act only for the purpose of increasing the number of Directors to a number sufficient to constitute a quorum or convening a general meeting of the Company.

11.10 Alternate directors

A Director may not appoint a person as his or her alternate director.

11.11 Transitional arrangements regarding Board

The following transitional arrangements apply in relation to the composition of the Board from the date of adoption of this constitution:

- (a) Clause 11.1(a) will have effect from the date of the annual general meeting held in May 2019.
- (b) At, and with effect from, the annual general meeting held in May 2019 the following will occur:

- (i) The Board will appoint four of the current Directors (as at the date of the adoption of this constitution) to continue as Director for a one year term which begins from the date of such nomination. Such one year term will not be counted for that Director towards the term specified in clause 11.5(a). The four Directors so appointed are the Directors holding the following positions as at the date of the adoption of this constitution: the chairperson, the deputy chairperson, the chair of finance audit and risk committee and the chair of governance committee.
- (ii) The remaining Directors (who are Directors as at the date of the adoption of this constitution) must resign, with effect from the date of the annual general meeting held in May 2019.
- (iii) Prior to the annual general meeting held in May 2019, an election will be held for the three vacant Directors' positions in accordance with the procedures specified in clause 11.3.
- (iv) A Director referred to in clause 11.11(b)(i) and a Director who is declared at the annual general meeting held in May 2019 under clause 11.11(b)(iii) is eligible to hold office for the period specified in clause 11.5(a), regardless of whether the person has served any previous term.

11.12 Resignation of Director

A Director may resign at any time by notice in writing delivered to the Secretary, with the resignation taking effect at the time the notice is received by the Secretary unless some later date is specified in the notice when it will take effect on the later date.

11.13 Removal of a Director

A Director may be removed from office by ordinary resolution of the Ordinary Members at a general meeting of the Company convened for that purpose. At any such general meeting the Director must be given the opportunity to fully present their case.

11.14 How Director's office becomes vacant

In addition to the circumstances prescribed by the Act, the office of a Director becomes vacant if the Director:

- (i) becomes of unsound mind or a person who is, or whose estate is, liable to be dealt with in any way under the law relating to mental health;
- (ii) becomes bankrupt or insolvent or makes an arrangement or composition with his or her creditors generally;
- (iii) is convicted on indictment of an offence and the Board does not, within one month after that conviction, resolve to confirm the Director's appointment or election (as applicable) to the office of Director;
- (iv) is absent from three consecutive meetings of the Board without approval of the remaining Directors and the remaining Directors declare his or her seat to be vacant;
- (v) ceases to be qualified as a Director under clause 11.6(a);
- (vi) becomes prohibited from being a Director under or by reason of any order made under the Act or another law;
- (vii) resigns in accordance with clause 11.12;

- (viii) is removed by resolution in accordance with clause 11.13; or
- (ix) dies.

11.15 Directors to disclose personal interests

- (a) A Director must disclose at a meeting of the Board or by written notice to the Secretary all relevant details regarding:
 - (i) any direct or indirect interest in a contract or proposed contract with the Company as soon as practicable after the relevant facts have come to the Director's knowledge; and
 - (ii) any office the Director holds or property the Director possesses, directly or indirectly, where a duty or interest might be created in conflict with his or her duties or interests as Director of the Company.
- (b) Clause 11.15(a) does not apply if a Director's interest or any possible conflict arises from or relates solely to:
 - (i) a guarantee to be given by the Director (or by persons including the Director or by a body corporate of which the Director is a member or officer) in respect of a loan to the Company; or
 - (ii) the position of the Director as a director of a related body corporate.

11.16 Directors' interests - prohibition on being present or voting

- (a) Except where permitted by the Act, a Director who has a material personal interest in a matter that is being considered at a meeting of the Board:
 - (i) must not be counted in a quorum;
 - (ii) must not vote on the matter; and
 - (iii) must not be present while the matter is being considered at the meeting.
- (b) If a Director who has a material personal interest in a matter that is being considered at a Board meeting is not prohibited by the Act from being present at the meeting and voting, the Director may be present, be counted in the quorum and may be heard but may not vote on the matter.

11.17 Effect of interest in contract

If a Director has an interest in a contract, arrangement, dealing or other transaction or a proposed contract, arrangement, dealing or other transaction (**Contract**) with the Company, or a conflicting interest or duty in relation to any other matter being considered by the Board, and the Director discloses the nature and extent of the matter at a meeting of the Board or by written notice to the Secretary:

- (a) the Director may enter into that Contract; and
- (b) if the disclosure is made before the Contract is entered into:
 - (i) the Director may retain benefits under the Interest even though the Director has an interest in the Contract;
 - (ii) the Company cannot avoid the Contract merely because of the existence of the interest; and
 - (iii) the Director is not disqualified from the office of Director.

11.18 Permitted interests of Directors

- (a) Subject to clause 4, a Director may hold another position (except as auditor) in the Company or any related body corporate in conjunction with his or her directorship and may be appointed to that position on terms as to remuneration, tenure and otherwise that the Directors think fit.
- (b) A Director:
 - (i) may be or become a director or other officer of, or otherwise interested in, any body corporate;
 - (ii) be interested in any operation, undertaking or business undertaken or assisted by the Company or in which the Company is or may be interested; and
 - (iii) is not accountable to the Company for any remuneration or other benefits he or she receives as a director or officer of, or from having an interest in, that body corporate, operation, business or undertaking.

11.19 Remuneration and benefits of Directors

- (a) Subject to the Act, the Company may pay or provide to the Directors fees in an amount or value determined by the Board.
- (b) The Company may pay the Directors' travelling and other expenses that they properly incur:
 - (i) in attending Directors' meetings or any meetings of committees of Directors;
 - (ii) in attending any general meetings of the Company; and
 - (iii) in connection with the Company's business,and which are approved in advance by the Company.
- (c) To the extent, if any, required by the Act, a Director must ensure that the requirements of the Act are complied with in relation to any financial benefit given by the Company to the Director or to any other related party of the Director.

12 The Board and its procedures

12.1 Powers and duties of Directors

- (a) The Directors are responsible for directing the Company's business and affairs and may exercise to the exclusion of the Company in general meetings all the Company's powers which are not required, by the Act or by this constitution, to be exercised by the Company in general meeting.
- (b) Without limiting clause 12.1(a), the Directors may exercise all the Company's powers to:
 - (i) borrow or otherwise raise money;
 - (ii) charge any property or business of the Company; and
 - (iii) issue debentures or give any other security for a debt, liability or obligation of the Company or of any other person.
- (c) The Directors may decide how cheques, promissory notes, bankers drafts, bills of exchange or other negotiable instruments must be signed, drawn, accepted, endorsed or otherwise executed (as applicable) by or on behalf of the Company.

- (d) The Directors may appoint or employ a person to be an officer, agent or attorney of the Company for the purposes, with the powers, discretions and duties (including powers, discretions and duties vested in or exercisable by the Directors), for the period and on the terms they think fit.
- (e) Without limiting anything in this clause 12.1, the Board may make, amend or repeal By-Laws and regulations not inconsistent with this constitution for the general conduct and management of the Company and the business of the Board.

12.2 Validation of acts of Directors and Secretary

- (a) The acts of a Director or a Secretary are valid despite any defect that may afterwards be discovered in their appointment or qualification.
- (b) If a person whose office as Director is vacated under a provision of the Act purports to do an act as a Director, that act is as valid, in relation to a person dealing with the Company in good faith and for value and without actual knowledge of the matter because of which the office was vacated, as if the office had not been vacated.

12.3 Board committees

- (a) The Directors may delegate any of their powers to one or more committees consisting of the number of Directors they think fit.
- (b) A committee to which any powers have been delegated must exercise the powers delegated in accordance with any directions given by the Directors.
- (c) The provisions of this constitution that apply to meetings and resolutions of Directors apply, so far as they can and with any necessary changes, to meetings and resolutions of a committee of Directors.

12.4 Delegation to individual Directors

- (a) The Board may delegate any of their powers to one Director.
- (b) A Director to whom any powers have been delegated must exercise the powers delegated in accordance with any directions given by the Board.

12.5 Board meetings, quorum and notice

- (a) The Directors may meet together and adjourn and otherwise regulate their meetings as they think fit.
- (b) The contemporaneous linking together by telephone or other electronic means of such number of the Directors which constitutes a quorum constitutes a meeting of the Directors. In relation to a meeting of the Directors by telephone or other electronic means:
 - (i) all the provisions in this constitution relating to Board meetings apply, to the extent they can and with any necessary changes;
 - (ii) a Director who takes part in a meeting by telephone or other electronic means is taken to be present in person at the meeting; and
 - (iii) the further provisions of clause 12.9 apply.
- (c) A Director may request at any time, and the Secretary must on the requisition of a Director, call a meeting of the Board.
- (d) The minutes of any meeting of the Board must state the method of meeting and the persons present.

- (e) Until otherwise determined by the Board, 50% of all Board members (up to the next whole number) form a quorum. The quorum must be present at all times during the meeting.
- (f) The Company must give reasonable notice of every Board meeting to each Director. A notice of a meeting of the Board must be given in writing, which may include by facsimile, electronic mail or any other means of written communication. However, the Company is not required to give notice of a Board meeting to any Director who:
 - (i) has been given special leave of absence; or
 - (ii) is absent from Australia and has not left a facsimile number or email address at which he or she may be given notice.

12.6 Resolutions of the Board

- (a) A resolution of the Board must be passed by a majority of the votes cast by Directors entitled to vote on the resolution.
- (b) The chairperson has a casting vote, if necessary, in addition to any vote he or she has as a Director. The chairperson has a discretion as to whether or not to use the casting vote and as to the way in which it is used.

12.7 Circulating resolutions

- (a) The Board may pass a resolution without a Board meeting being held provided every Director (except a Director absent from Australia who has not left a facsimile number or email address at which he or she may be given notice) is given notice of the proposed resolution. Directors will be requested to sign a document containing a statement that he or she is in favour or not of the resolution set out in the document. The resolution is passed if a majority of Directors vote in favour of the resolution and that majority of Directors would constitute a quorum of Directors pursuant to clause 12.5(e) had the meeting of the Board been convened.
- (b) Separate copies of a document may be used for signing by the Board if the wording of the resolution and statement is identical in each copy.
- (c) The resolution is passed when the last Director making up a majority signs and that majority constitutes a quorum.
- (d) A facsimile or email addressed to or received by the Company and purporting to be signed or sent by a Director for the purpose of this clause 12.7 will be treated as a document in writing signed by that Director.

12.8 Chairperson and deputy chairperson

- (a) The Board has the sole power at any time to appoint any Board members as the chairperson and the deputy chairperson and to remove any Board member appointed under this constitution from any of those offices.
- (b) The chairperson is the chair of all meetings of the Board, unless:
 - (i) no chairperson is elected; or
 - (ii) the chairperson is not present within 10 minutes after the time appointed for the holding of the meeting or is unwilling to act, the deputy chairperson will act as the chairperson of the meeting.
- (c) If clause 12.8(b)(i) or 12.8(b)(ii) applies and the deputy chairperson has not been elected or the deputy chairperson is not present within 10 minutes after the time

appointed for the holding of the meeting or is unwilling to act, the Directors present must elect a Director present to chair the meeting.

12.9 Meeting of Board through technology

- (a) A Board meeting may be held using any technology consented to by all the Board. The consent may be a standing one. A Director may only withdraw the consent within a reasonable period before the meeting.
- (b) If a Board meeting is held using any technology and all the Directors take part in the meeting, they must be treated as having consented to the use of the technology for that meeting.
- (c) The following provisions apply to a technology meeting:
 - (i) each of the Directors taking part in the meeting must be able to have clear and effective real time communication with each of the other Directors taking part in the meeting; and
 - (ii) at the commencement of the meeting each Director must announce his or her presence to all the other Directors taking part in the meeting.
- (d) If the Secretary is not present at a technology meeting the Board must ensure that proper minutes are taken.
- (e) A Director may not leave a technology meeting by disconnecting his or her link to the meeting unless that Director has previously notified the Chair of the meeting.
- (f) A Director is presumed to be present and to form part of a quorum at all times during a technology meeting unless that Director has previously obtained the express consent of the Chair to leave the meeting.

12.10 Minutes of meetings

- (a) The Board must ensure minutes of the following are recorded within 1 month after the relevant meeting is held:
 - (i) proceedings and resolutions of meetings of the Members;
 - (ii) proceedings and resolutions of Board meetings (including meetings of a committee of the Board); and
 - (iii) resolutions passed by the Board without a meeting.
- (b) The Board must ensure that minutes of a meeting are signed within a reasonable time after the meeting by the chairperson of the meeting, the Secretary or the chairperson of the next meeting.
- (c) The Board must ensure that minutes of the passing of a resolution without a meeting are signed by a Director within a reasonable time after the resolution is passed.
- (d) The Board must also record in the relevant minutes the following:
 - (i) all appointments of officers and executive employees;
 - (ii) the names of the Directors present at all meetings of the Board and the Company; and
 - (iii) the method by which a meeting of the Board was held.

13 Appointment of Chief Executive Officer and Company Secretary

13.1 Appointment of Chief Executive Officer

- (a) The Board may appoint any person to the position of chief executive officer for the period and on the terms that the Board thinks fit. The chief executive officer will act as the Secretary unless the Board otherwise determines under clause 13.2.
- (b) The chief executive officer may attend and speak at meetings of the Board except where the Board otherwise requests.
- (c) The Board may, upon terms and conditions and with any restrictions they see fit, confer on an executive officer any of the powers that the Board can exercise and any powers so conferred may be concurrent with, or to the exclusion of, the powers of the Board.
- (d) The Board may revoke or vary:
 - (i) an appointment; or
 - (ii) any of the powers conferred on a chief executive officer.
- (e) If the executive officer becomes incapable of acting in that capacity the Board may appoint any other person to act temporarily as chief executive officer.

13.2 Appointment of Secretary

- (a) The Board may, at any time, appoint one or more Secretaries, for any period and on any terms (including as to remuneration) as the Board resolves. Subject to any agreement between the Company and the Secretary, the Board may vary or terminate the appointment of a Secretary at any time, with or without cause.
- (b) The Secretary may not be a Director.
- (c) Where the chief executive officer has been appointed as Secretary the Board may remove the chief executive officer as Secretary and appoint another person in his or her place to be the Secretary.
- (d) The Secretary must ensure the Company complies with the Act and other relevant statutory and regulatory obligations.

14 Indemnity and insurance

14.1 Indemnity given by Company

To the extent permitted by the Act and subject to clause 14.2, the Company will indemnify each person who is or has been an Officer against any loss, liability, cost, charge and expense (including reasonable legal costs) (liability) incurred by the person in connection with the proper and lawful performance of their duties as an Officer.

14.2 Limit on indemnity given by Company

The indemnity in clause 14.1 does not apply in relation to any liability which:

- (a) arises out of conduct of the Officer which was not in good faith, or which involves wilful misconduct, gross negligence, reckless misbehaviour or fraud;
- (b) is a liability to the Company;
- (c) is a liability for a pecuniary order under section 1317G of the Act;
- (d) is covered by insurance, to the extent of the insurance coverage; or

- (e) relates to any amount in respect of which the indemnity would otherwise be illegal, void, unenforceable or not permitted by the Act or any other law.

14.3 Extent of indemnity

The indemnity in clause 14.1:

- (a) is enforceable without the Officer having to first incur any expense or make any payment;
- (b) is a continuing indemnity and is enforceable by the Officer even though the Officer may have ceased to be an officer of the Company; and
- (c) applies to a Liability incurred before and after the date of this constitution.

14.4 Insurance

To the extent permitted by the Act, the Company may purchase and maintain insurance or pay or agree to pay a premium for insurance for the benefit of each Officer acting in that capacity against:

- (a) costs and expenses in defending any proceedings, whether civil or criminal, relating to the Officer; or
- (b) a liability arising from negligence or other conduct, except for a liability incurred by the person acting in that capacity and arising out of conduct involving a wilful breach of duty in relation to the Company or a breach of the provisions of the Act.

14.5 Directors not precluded from voting on insurance

Despite anything in this constitution, a Director is not precluded from voting in respect of any contract or proposed contract of insurance merely because the contract insures or would insure the Director against a liability incurred by the Director as an officer of the Company.

15 Accounts, records and audit

15.1 Keeping of accounting and financial records

- (a) The Board must ensure the Company creates and maintains accounting and other financial and business records which record and explain the transactions and financial position of the Company, to enable true and fair profit and loss accounts and balance sheets to be prepared and to permit preparation of any other documents required by the Act or this constitution.
- (b) The records referred to in clause 15.1(a) must be kept:
 - (i) in such manner as to enable them to be conveniently and properly audited;
 - (ii) for seven years after the completion of the transactions or operations to which they relate or such longer period required by law; and
 - (iii) at the Company's registered office or at such other place as the Board thinks fit.
- (c) The Board must distribute copies of every profit and loss account, balance sheet and statement of cash flows (including every document required by law to be attached to them) as required by the Act.

15.2 Right to inspect records

- (a) The Board, or the Company by a resolution passed at a general meeting, may authorise a representative of a Member to inspect books of the Company.
- (b) A representative of a Member (other than a Director) does not have the right to inspect any document of the Company, other than the minute books for the meetings except as provided by the Act or authorised by the Board.

15.3 Auditor appointment

- (a) If required by the Act or if otherwise determined by the Board, the Company will appoint and retain a properly qualified auditor to audit the Company's financial statements.
- (b) To the extent applicable, the auditor's duties will be determined and regulated in accordance with the Act.
- (c) If an auditor is appointed, the Auditor's remuneration will be fixed as determined by the Board, unless the Act requires otherwise.

16 General

16.1 Execution - general

- (a) The Company may execute a document if the document is signed by:
 - (i) two Directors; or
 - (ii) a Director and a Secretary.
- (b) The same person may not sign in the dual capacities of Director and Secretary.
- (c) A Director may sign or execute any document irrespective of any interest that the Director has in the subject matter of that instrument or document, or any other office or place of profit held by such Director.
- (d) Clause 16.1(a) does not limit the ways in which the Directors may authorise documents (including deeds) to be executed on behalf of the Company.

16.2 Confidential information

Except as provided by the Act, no representative of a Member (other than a Director) is entitled to require or receive any information concerning the business of the Company or any trade secret, secret process or other confidential information of or used by the Company.

16.3 Formalities omitted

If some formality required by this Constitution is inadvertently omitted or is not carried out the omission does not invalidate anything, including any resolution, which but for the omission would have been valid unless it is proved to the satisfaction of the Directors that the omission has directly prejudiced.

16.4 Amendments to this constitution

The provisions of this constitution may be amended if at least three quarters of Ordinary Members vote in favour of such a resolution, subject to the approval (if required) of the Australian Securities and Investments Commission.

17 Notices

17.1 How notices may be given

A notice may be given by the Company to a Member or to a Director by:

- (a) delivering it to them personally;
- (b) sending it to their fax number or electronic address, if they have nominated one to the Company for receipt of notices; or
- (c) posting it by prepaid post to their registered address.

17.2 When notice is taken as given

A notice is taken as given by the Company and received:

- (a) if delivered, at the time of delivery;
- (b) if faxed, when the Company receives a confirmation report that all pages of the fax have been transmitted to the person's fax number, but if transmission or receipt is after 5.00pm, it is taken as received on the next business day;
- (c) if sent electronically, on the next business day; and
- (d) if posted, on the fourth business day after it was posted.

17.3 When Member has no registered address

If a Member does not have a registered address in Australia, a notice addressed to the Member or Members and exhibited at the registered office of the Company is taken to be duly given to the Member midday on the day on which the notice is first exhibited.

18 Definitions and interpretation and application of the Act

18.1 Definitions

In this constitution, unless the context requires otherwise, the following definitions apply:

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

Affiliate Member means a Member which meets the requirements listed in clause 7.4.

Board means the board of current Directors of the Company.

By-Laws means the by-laws of the Company made pursuant to clause 12.1(e).

Business day means a day that is not a Saturday, a Sunday or a public holiday or bank holiday in the place where the Company has its registered office.

Company means Allied Health Professions Australia Ltd, ACN 083 141 664.

Director means a current member of the Board; it includes an elected member of the Board and an Independent Director.

Independent Director means a Director who has not been elected to the Board but has been appointed by the Board.

Member means an Ordinary Member or an Affiliate Member.

Officer means a Director, a Secretary or the Company's chief executive officer.

Ordinary Member means a Member which meets the requirements listed in clause 7.3.

Secretary means a person appointed to perform the duties of a secretary of the Company.

18.2 Interpretation

In this constitution:

- (a) references to notices include formal notices of meeting and all documents and other communications from the Company to its Members;
- (b) the word 'person' includes a body corporate;
- (c) the singular (including defined terms) includes the plural and the plural includes the singular
- (d) a reference to any legislation or a provision of any legislation includes any amendment to that legislation or provision, any consolidation or replacement of that legislation or provision and any subordinate legislation made under that legislation;
- (e) a reference to a Member present at a general meeting is a reference to a Member present in person or by proxy, attorney or representative;
- (f) 'including' and similar expressions are not words of limitation;
- (g) headings are used for convenience only and do not affect the interpretation of this constitution;
- (h) an expression used in this constitution that has a particular meaning in the Act has the meaning given in the Act; and
- (i) where there is any inconsistency between a provision of this constitution and the Act, the Act prevail to the extent of the inconsistency.

18.3 Replaceable rules displaced

The provisions of this constitution displace the relevant provisions of the Act that apply (or would apply except for this rule) to the Company. The replaceable rules do not apply to the Company except those which operate as mandatory rules for public companies under the Act.