

**CORPORATIONS ACT 2001
PUBLIC COMPANY LIMITED BY GUARANTEE (NOT-FOR-PROFIT)**

**CONSTITUTION OF
WOUNDS AUSTRALIA LIMITED
ACN 608 965 091**

**Holman Webb
Lawyers**
Level 17, 123 Pitt Street
SYDNEY NSW 2000
DX 233 Sydney
T: 61 2 9390 8000
F: 61 2 9390 8390
www.holmanwebb.com.au

Ref: **WJC:LIB:072822**

E: jonathan.casson@holmanwebb.com.au

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CONSTITUTION OF WOUNDS AUSTRALIA LIMITED

1. NAME OF THE COMPANY AND PRELIMINARY

1.1 Name of the Company

The name of the Company is Wounds Australia Limited.

1.2 Reading this Constitution with the Corporations Act

- (a) While the Company is registered with the ACNC (registered charity), the ACNC Act and the Corporations Act override any clauses in this Constitution which are inconsistent with those Acts.
- (b) If the Company is not a registered charity (even if it remains a charity), the Corporations Act overrides any clause in this Constitution which is inconsistent with that Act.
- (c) A word or expression that is defined in the Corporations Act or the ACNC Act, or used in those Acts and covering the same subject, has the same meaning as in this constitution.
- (d) The Replaceable Rules do not apply to the Company.

2. NATURE OF THE COMPANY

- (a) The Company is a not for profit company limited by guarantee and the Company is prohibited from doing anything to change its not for profit status.
- (b) The liability of the Members is limited.
- (c) Every Member guarantees to contribute \$20.00 to the assets of the Company if it is wound up while they are a Member, or within one year afterwards.

3. BACKGROUND

The Company is committed to developing and improving wound management for all individuals through education, promoting health and preventing disease through research, communication and networks by ensuring that all people with or who are likely to develop a wound that might impair health or develop a disease receive personalised care and management that is supported by best practice.

4. OBJECTS

4.1 Objects of the Company

- (a) The object and dominant purpose of the Company is to promote, support, educate and facilitate health promotion and the prevention and control of diseases in human beings with specific reference to wound management.

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- (b) In support of the Company's object and dominant purpose, the Company shall also:
- (i) facilitate the development of best practice in wound management and raise awareness with government, educators, health care providers and consumers to foster and maintain a multi-disciplinary network of individuals with knowledge and interest in wound management;
 - (ii) foster and maintain a collaborative, productive working relationship between the Company and all affiliated state and territory branches and members;
 - (iii) develop, publish and promote guidelines, standards and educational material in wound management, and a peer reviewed national wound management journal;
 - (iv) promote and support wound management research;
 - (v) facilitate health promotion activities in wound management;
 - (vi) develop and maintain collaborative relationships with relevant individuals, associations and groups both national and international;
 - (vii) develop and maintain representation on relevant national or international associations or groups;
 - (viii) liaise with, educate and advise governments at all levels on the significance and needs of wound management;
 - (ix) develop responsible initiatives and strategies to ensure the ongoing financial viability of the Company;
 - (x) conduct the business of the Company in a professional and ethical manner; and
 - (xi) create no more than one branch in each State or Territory of Australia.

4.2 Prohibited Acts

- (a) The Company does not have the power to:
- (i) issue shares of any kind; or
 - (ii) pay, transfer, apply, directly or indirectly, any portion of the income and property of the Company, by way of dividend, bonus or otherwise howsoever by way of profit, to or for the benefit of a Member.
- (b) The Company must not be operated for the purpose of the profit or gain of any Member.

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- (c) Nothing in this Constitution authorises the Company to do an act that is prohibited by law of a State or a Territory of Australia or gives the Company a right that the law of a State or Territory of Australia denies to the Company.
 - (d) Even though section 124(1) of the Corporations Act may prescribe additional purposes and powers, the Company may only act in furtherance of the object and dominant purpose described in clause 4.

5. MEMBERSHIP

5.1 Membership

The Members of the Company at any point in time shall comprise:

- (a) the subscribers;
- (b) those people who were the individual members of the Australian Wound Management Association Incorporated (that is not including any State Association or Territory Association) immediately prior to the date of incorporation of the Company and who vote to join the Company;
- (c) on and after 1st July 2015, those individuals who were at the Adoption Date members of a State Association or Territory Association and who elect to become members of the Company in accordance with this Constitution (see clause 5.3) or under relevant by-laws or rules approved by the Board from time to time; and
- (d) such others as the Board admits to membership in accordance with this Constitution (see clause 5.3) or under relevant by-laws or rules approved by the Board from time to time.

5.2 Categories Of Membership

(a) Full Membership

- (i) Full membership is open to any individual person with recognised medical, nursing, allied health, academic or scientific qualifications who is involved or interested in wound management, except where that person meets the criteria for an alternative membership category.
- (ii) A full member is eligible to have one vote at each meeting and is eligible to be a director.

(b) Associate

- (i) Associate membership is open to any individual person who meets one or more of the following criteria:
 - (A) is retired;
 - (B) is not actively working in wound management;

- (C) is a student;
 - (D) owns or is employed in a business involved with the manufacture, direct wholesale, sale and/or distribution of any product that may be used in wound prevention or management;
 - (E) does not hold a recognised medical, nursing, allied health, academic or scientific qualification; or
 - (F) individuals contracted by the corporate sector on an ad hoc basis to provide services as expert consultants, and who are not classed as employees.
- (ii) An associate member is ineligible to vote at meetings, and is ineligible to be a Director.

(c) **Honorary**

- (i) Honorary membership may be awarded by the Board on the recommendation of full members in writing to the Board to an individual or group in recognition of support of the Company and/or support of wound management.
- (ii) An honorary member is ineligible to vote at meetings and is ineligible to be a Director.
- (iii) An honorary member is exempt from any membership fees and is eligible for all the privileges of associate membership.
- (iv) Honorary membership shall be proposed and seconded by full members of the Company at a general meeting of the Members.
- (v) Honorary membership is reviewed by the Board biennially.

(d) **Life Membership**

- (i) Life membership may be awarded by the Board on the recommendation of two full members, to an individual in recognition of services rendered to the Company and/or for outstanding development and/or achievement in wound management.
- (ii) A life member is eligible to have one vote at each general meeting and is eligible to be a Director.
- (iii) A life member is exempt from any membership fees and is eligible for all the privileges of full membership.

(e) **Corporate Membership**

- (i) Corporate Industry membership is open to any entity or owner of a business or body corporate engaged in the manufacture, direct

wholesale, sale and/or distribution of any product that may be used in wound management or prevention of disease.

- (ii) Individual employees of such bodies in clause 5.2(e)(i) are ineligible to hold full Membership but are eligible to hold associate membership. Note: Individuals contracted by the Corporate sector on an ad hoc basis to provide services as an expert consultant are not classed as employees.
- (iii) Corporate Organisation membership is open to any institution, organisation, service body or facility providing wound management services. Individual employees of such organisations are eligible to hold full or associate Membership.
- (iv) Any corporate member is ineligible to vote at meetings, and is ineligible to be a Director.

5.3 Becoming A Member

- (a) The following provisions apply to applications for admission as a Member:
 - (i) Membership is open to those who are supportive of the objects of the Company and which are accepted to membership by the Board following the application procedure set out in this Constitution.
 - (ii) An application for Membership must be made using the form approved for the purpose by the Board from time to time, including by electronic means and lodging it with or transmitting it to the Secretary.
 - (iii) Upon lodging the application, the applicant must pay the relevant application fee (see clause 6) which will be held by the Company pending determination of the application.
- (b) In respect of each application for a new membership duly made in accordance with this Constitution:
 - (i) the nomination shall come before the Board and unless it is rejected by the Board in the Board's sole and absolute discretion, the applicant shall be admitted as a Member and shall be notified in accordance with clause 5.4;
 - (ii) the Board does not have to give reasons for rejecting an application; and
 - (iii) if the application is rejected, all amounts paid by the applicant on account of the application shall be refunded in full and the applicant notified of the rejection.

5.4 Notifying Member of Admission

Following admission of a new Member, the Secretary must promptly:

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- (a) notify the Member in writing of the admission to membership by issuing a receipt for the application fee paid by the Member on account of the application for membership; and
 - (b) cause the required details to be entered in the Register.

5.5 Ongoing Member Obligations and Rights

- (a) The Members of the Company agree to be bound by the provisions of this Constitution and relevant by-laws and Rules approved by the Board from time to time.
- (b) For so long as a Member abides by the provisions of this Constitution, the Member shall enjoy the rights and privileges of membership under this Constitution and the Corporations Act.
- (c) Subject to the other provisions of this Constitution and relevant by-laws and Rules promulgated by the Board, only those with Full Membership and Life Membership have the right to vote at any general meeting.
- (d) The rights and privileges of every Member are personal to that Member and may not be transferable by any act of that Member or by operation of law.
- (e) Members shall indicate their membership of the Company only in such form and manner and subject to any conditions in any by-laws or Rules approved by the Board from time to time and in accordance with clause 19
- (f) Each Member shall notify the Secretary of any change in the circumstances of the Member which may affect the Member's continued entitlement to membership or category of membership.

5.6 Register of Members

- (a) A Register of the Members must be kept in accordance with the Corporations Act.
- (b) The following details must be entered and kept current in the Register in respect of each Member:
 - (i) The full name and contact details of the Member including the Member's physical address and email address if available.
 - (ii) The date of admission to and cessation of membership.
 - (iii) Such other information as the Board requires.
- (c) Each Member is responsible to notify the Secretary in writing of any change in personal or contact details within one month after the change.

5.7 Certificate of Membership

- (a) The Board may in its discretion issue a certificate of membership to Members in such form and upon payment of such fees as it may prescribe from time to time.
- (b) Certificates of membership remain the property of the Company and must be promptly returned to the Company if requested by the Board or if the holder of the certificate ceases to be a Member.
- (c) The Board may approve from time to time the manner in which certificates of membership of the Company can and cannot be used.
- (d) Without limiting clause 5.7(c), Members with a certificate of membership must not use the certificate to make false or misleading representations about the Company and their membership thereof including representing that they are a Member when membership has ceased.

6. MEMBERSHIP FEE

6.1 Amount of Fees

The application fee, payable by applicants for Membership of the Company (if demanded by the Board), shall be fixed by the Board and shall be payable by Members at such times and in such manner as determined by the Board from time to time.

6.2 Annual Subscription

- (a) The fees for membership shall be such sum, if any, as the Board shall determine from time to time at each meeting provided that no membership fees are payable by Honorary or Life members.
- (b) The annual renewal date shall be set by the Board.

The Board may in its discretion:

- (c) determine that a reduced, or no membership fee is payable by a Member or category of Members (in whole or in part) for any given year; and
- (d) extend the time for payment of any application fee or annual subscription by any Member or category of Members.

6.3 Return of Fees

No part of any membership fee shall be refunded to a Member, unless otherwise decided by the Board in its sole discretion.

7. REMOVAL AND CESSATION OF MEMBERSHIP

7.1 Resignation

A Member may resign from membership of the Company by giving written notice to the Secretary, and the resignation shall take effect from the date of receipt of the notice of resignation or such later date as may be stated in the notice.

7.2 Removal from Membership

- (a) Subject to clause 7.2(b), a Member may be removed by Special Resolution of the Members at a general meeting.
- (b) The following provisions must be fulfilled before a Member can be removed by a resolution of the Members under clause 7.2(a):
 - (i) A majority of the Directors must agree that the Member has failed to comply with a provision of this Constitution or is otherwise no longer considered suitable to be a Member.
 - (ii) The Board must give at least two (2) months' written notice to the Member of the intention to terminate their membership and the grounds of the intended termination.
 - (iii) The Member must be invited, in the written notice, to provide to the Board any written representations which the Member wishes the meeting of Members to consider.
 - (iv) If the Member makes written representations, and requests that they be notified to the other Members, in sufficient time before the notices of meeting are sent to the Members, the Board must ensure that a copy of the representations is included in the notices calling the meeting.
 - (v) If copies of the representations have not been included in the notices of meeting, for any reason, the Member may require the representations to be read out at the meeting.
 - (vi) Whether or not representations have been circulated or read, the Member must be given a full and fair opportunity to address the meeting.
 - (vii) Should the member fail to appear, or to reply to any inquiry, the meeting may proceed in the member's absence and resolve by a majority of two-thirds to empower the Board's findings.

7.3 Other Grounds for Cessation of Membership

A Member ceases to be a Member:

- (a) on the dissolution of the Member if the Member is a company;

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- (b) on the insolvency or bankruptcy of the Member if the Member, being a trading organisation, ceases carrying on a business;
 - (c) if the Member becomes of unsound mind or becomes liable to be dealt with in any way under a law relating to mental health;
 - (d) if the Member dies;
 - (e) subject to 5.2(c) and 5.2(d), if the Member fails to pay any membership fee within three (3) calendar months after the due date of payment or such longer time period as determined by the Board;
 - (f) if the Member ceases to meet the criteria for membership in any category;
 - (g) if, subject to being given an opportunity to defend and to justify their conduct before the Board pursuant to clause 7.2(b), the Member:
 - (i) has engaged in conduct which in the opinion of the Board:
 - (A) is unbecoming of a Member;
 - (B) is prejudicial to or not in the best interests of the Company; or
 - (C) brings discredit on the Company;
 - (ii) in the opinion of the Board, has engaged in derogatory or discriminatory conduct or harassment;
 - (iii) has failed to observe a proper standard of professional care, skill or competence;
 - (iv) has failed to comply with a written direction issued by the Board in accordance with the Constitution or any bylaws, rules and regulations of the Company regarding good conduct or administration of the Company;
 - (v) in any civil proceedings in a court or tribunal (however described) in Australia or elsewhere, has been found to have acted dishonestly; or
 - (ii) fails in the opinion of the Board (for any reason) to comply with this Constitution, or any rules or regulations of the Company.

7.4 Effect of Cessation of Membership

- (a) Any Member who has been removed as a Member under clause 7.2 or 7.3 is not entitled to enjoy any of the privileges of membership including receiving notice of, attendance and voting at, any meeting of Members.
- (b) Any Member whose membership has ceased for any reason continues to remain liable for the guarantee pursuant to clause 2(c) and all money owing by the Member to the Company as at the date of cessation of membership .

- (c) Whenever any person or company ceases to be a Member, the Board shall direct that his or her name or the company's name shall be removed from the Register of Members.

8. NO PROFITS FOR MEMBERS

8.1 Transfer of Income or Property

Subject to clause 8.2, all of the assets and income of the Company shall be applied solely in the furtherance of the objects of the Company and no portion shall be distributed directly or indirectly to any Member.

8.2 Payments, Services and Information

Nothing in clause 8.1 prevents the payment, in good faith, of an amount, negotiated and calculated on commercial terms in respect of:

- (a) remuneration payable to an employee of the Company, who is also a Member's Representative under clause 11, for services actually rendered to the Company;
- (b) goods or services actually supplied to the Company by a Member in the ordinary and usual course of the Member's business;
- (c) expenses incurred by a Director as specified in clause 14.1(b);
- (d) principal and interest at a rate not exceeding the rate for the time being charged by Australian banks for overdrawn accounts, upon money lent by any Member to the Company;
- (e) reasonable and proper rent for premises let by any Member to the Company; or
- (f) reimbursement of reasonable travelling and other expenses incurred by a Member when engaged in the affairs or business of the Company as approved by the Board.

8.3 Previous Incorporated Association

Without limiting the operation of clause 8.1, the Company shall undertake and finance activities and events of the type which, at the date of incorporation of the Company, were carried out by the Australian Wound Management Association Incorporated and the Board will make by-laws to govern such activities.

9. GENERAL MEETINGS

9.1 Convening of Meetings

The Chair or any three Directors may at any time request the Secretary to convene a general meeting of the Members and the Secretary must comply with all such requests.

9.2 Notice of General Meeting

- (a) Notice of the meeting of Members must be given individually to each Member entitled to vote at the meeting and to each Director.
- (b) Notice of a general meeting must specify the place, the day and the hour of meeting, the general nature of the business to be transacted and any other matters determined by the Board from time to time.
- (c) The Company shall give notice of the meeting of Members in accordance with this clause 9.2.
- (d) The notice prescribed by this clause may be given to Members:
 - (i) electronically via email or other form of Electronic Communication;
 - (ii) by publication on the Company's website provided that the Company notifies the Member:
 - (A) that the notice is available; and
 - (B) how the Member may access the notice;
 - (iii) by publication in the Company's newsletter or journal and posted as if it was a notice pursuant to clause 29;
 - (iv) by sending it to the facsimile number (if any) nominated by the member;
 - (v) by pre-paid post; or
 - (vi) in any other way authorised by law.
- (e) Except for resolutions of Members under section 203D of the Corporations Act, the Company may call:
 - (i) an AGM on shorter notice if all Members entitled to attend and vote at the AGM agree beforehand; and
 - (ii) any other meeting of Members on shorter notice if all Members entitled to attend and vote at that meeting agree beforehand.
- (f) The Company must give the Auditor:
 - (i) notice of a general meeting in the same way that a Member is entitled to receive notice; and
 - (ii) any other communication relating to the general meeting that a Member is entitled to receive.

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

9.3 Cancellation of General Meetings

- (a) The Directors may cancel a general meeting, other than a general meeting which they are required to convene and hold under this Constitution.
- (b) A meeting may only be cancelled in accordance with clause 9.3(a) if notice of the cancellation is given to all persons entitled to receive notice of the meeting at least two business days prior to the time of the meeting as specified in the notice of meeting.

9.4 Quorum at General Meetings

- (a) A quorum for the purposes of a general meeting of Members shall be at least thirty (30) Members having the right to vote.
- (b) In determining whether a quorum is present:
 - (i) individuals who attend as proxies are to be counted;
 - (ii) if a Member has appointed more than one proxy, only one of them is to be counted; and
 - (iii) if an individual is attending both as a Member and as a proxy, they are to be counted only once.
- (c) If a quorum is not present within half an hour from the time appointed for the meeting or a longer period allowed by the Chair:
 - (i) if the meeting was convened by or on the requisition of Members, it must be dissolved; or
 - (ii) in any other case, the meeting stand adjourned to the same day in the next week at the same time and place or to another day and at another time and place determined by the Board.
- (d) If it has been adjourned to another time and place determined by the Board, then notwithstanding any other provision, no less than seven days' notice of the adjourned meeting must be given in the same manner as in the case of the original meeting.
- (e) If, at the adjourned meeting a quorum is not present within half an hour after the time appointed for the meeting, the meeting must be dissolved.

9.5 Appointment of Chair and Powers of Chair

- (a) If the Directors have elected one of their number as Chair of their meetings, that person is entitled to preside as Chair at every general meeting. In the absence of the Chair, the deputy Chair of the Board is entitled to preside as Chair.
- (b) The Directors present at a general meeting must elect one of their number to Chair the meeting if either of the following applies:
 - (i) a Director has not been elected as the Chair or deputy Chair of Directors meetings; or
 - (ii) the Chair is not present within fifteen (15) minutes after the time appointed for the holding of the meeting or he/she is unwilling to act.
- (c) The Chair or, in the Chair's absence, the Deputy Chair, shall preside as Chair at every general meeting of Members.
- (d) If for any reason there is no Chair nor a Deputy Chair, or neither of them is present within fifteen (15) minutes of the time nominated for the meeting to start, the Members who are present and entitled to vote at the meeting shall select one of their number to Chair the meeting.
- (e) The Chair of a general meeting may, in their discretion, expel any person from a general meeting if the Chair reasonably considers that the person's conduct is inappropriate.
- (f) Subject to the other terms of this document, the ruling of the Chair on all matters relating to the order of business, procedure and conduct of the general meeting is final and no motion of dissent from a ruling of the Chair may be accepted.

9.6 Adjournment of Meetings

- (a) The Chair may, with the consent of any meeting at which a quorum is present, and must if so directed by the meeting, adjourn the meeting to another time and to another place.
- (b) The only business that may be transacted at any adjourned meeting is the business left unfinished at the meeting from which the adjournment took place.
- (c) When a meeting is adjourned for thirty (30) days or more, notice of the adjourned meeting must be given as in the case of an original meeting.
- (d) When a meeting is adjourned for less than thirty (30) days, it is not necessary to give a further notice of the adjourned meeting.

9.7 Voting on Show of Hands

- (a) All resolutions put to the vote of a general meeting of Members must be decided on a show of hands unless a poll is demanded in accordance with clause 9.9.

- (b) On a show of hands, every Member entitled to vote and who is present in person has one vote.
- (c) On a show of hands, a declaration by the Chair that a resolution has been carried or carried unanimously, or by a particular majority, or lost, and an entry to that effect in the record of the proceedings of the Company, is conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the resolution.

9.8 Electronic Voting

- (a) Voting at any general meeting by Members may be by way of the Electronic Voting System, the procedure for which is to be determined by the Board and communicated to the Members at the time of sending any notification to Members of any general meeting to be held. Such voting procedures include but are not limited to email or internet based voting procedures.
- (b) In establishing the Electronic Voting System, the Board should ensure that a Member has an electronic identification of their membership with a method of identifying the Member.
 - (i) In any procedure for electronic voting:
 - (ii) the Member must be identified by personal details (for example, the Member's name, address and date of birth); and
 - (iii) the Member's vote must be communicated by a form of security protection (for example, the entering of a confidential identification number such as a membership registration number or holder identification number)

9.9 Demand for a poll

- (a) At any general meeting a resolution put to the vote of the meeting shall be decided on a show of hands unless a poll is (before or on the declaration of the result of the show of hands) demanded on any resolution (other than on the election of the Chair of a meeting or the adjournment of a meeting) by:
 - (i) at least five (5) Members present entitled to vote on the resolution;
 - (ii) Members present (having the right to vote at the meeting) with at least five percent (5%) of the votes that may be cast on the resolution on a poll; or
 - (iii) the Chair.
- (b) A 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.

9.10 Objections to Voter Qualification

- (a) No objection may be raised to the qualification of a voter except at the meeting or adjourned meeting at which the vote objected to is given or tendered.
- (b) An objection to the qualification of a voter must be referred to the Chair, whose decision is final.
- (c) A vote not disallowed according to an objection as provided in this document is valid for all purposes.

9.11 Mode of Meeting for Members

A general meeting may be called or held using any technology consented to by all the Members. The consent may be a standing one. A Member may only withdraw their consent within a reasonable period before the meeting. The Members may otherwise regulate their meetings as they think fit.

9.12 Written Resolutions

The Members may pass a resolution in writing without holding a meeting if the following conditions are met:

- (a) the resolution is set out in a document or documents indicating that all of the Members are in favour of it; and
- (b) all Members who are entitled to vote on the resolution (excluding Members who have been given leave of absence) sign the document or documents or identical copies of it or them.

9.13 Form of Resolution in Writing

- (a) A resolution in writing may consist of several documents in like form, each signed by one or more Members and if so signed it takes effect on the latest date on which a Member signs one of the documents.
- (b) If a resolution in writing is signed by a proxy of a Member, it must not also be signed by the appointing Member and vice versa.
- (c) In relation to a resolution in writing a document generated by electronic means which purports to be a facsimile of a resolution of Members is to be treated as a resolution in writing and a document bearing a facsimile of a signature is to be treated as signed.

9.14 Annual General Meeting of Members

- (a) The Company must hold an AGM at least once in each calendar year (at a place and time determined by the Board) to:

- (i) verify the minutes of the last AGM;
 - (ii) receive the financial reports, statements and accounts of the Company and reports of the Board and the Auditor for the preceding Financial Year;
 - (iii) elect Directors as required;
 - (iv) appoint or confirm the appointment of the Auditor;
 - (v) fix the Auditor's remuneration;
 - (vi) consider any matter which may be submitted by a Member to the meeting in accordance with law or this Constitution;
 - (vii) transact any other business which:
 - (A) under this Constitution ought to be transacted at an AGM of the Company; or
 - (B) which the Board considers appropriate;
 - (viii) consider any Special Resolutions of which notice has been given in accordance with this Constitution and the Corporations Act; and
 - (ix) conduct any other business as required by the ACNC Act or Corporations Act.
- (b) Subject to the law and this Constitution, all other business transacted at an AGM and all business transacted at a general meeting shall require an Ordinary Resolution to be carried.
- (c) The AGM may only consider other business of which notice has been given in accordance with clause 9.2.

9.15 Special General Meetings

- (a) The Board must convene a special general meeting if:
- (i) members with at least five percent (5%) of the votes that may be cast on the resolution; or
 - (ii) at least a hundred (100) members who are entitled to vote at a general meeting,
- give to the Company a notice of a proposed resolution which complies with the Corporations Act as if the Company was not a registered charity.
- (b) Special general meetings may only consider business of which notice has been given in accordance with clause 9.15(a).

10. PROXIES

10.1 Proxies and Representatives of Members

- (a) At meetings of Members, each Member entitled to vote may vote in person or by proxy.
- (b) A person appointed as a proxy must be a Full Member or Life Member.
- (c) A person attending as a proxy shall be deemed to have all the powers of the relevant Member, except where expressly stated to the contrary in this Constitution.

10.2 Form of proxy

- (a) A document appointing a proxy may be in a form acceptable to the Company, including that set out in Schedule 1. It must be signed in one of the following ways:
 - (i) signed by the Member; or
 - (ii) signed by the Member's authorised attorney.
- (b) An instrument appointing a proxy shall be valid if it contains the following information:
 - (i) the Member's name and address;
 - (ii) the proxy's name or the office held by the proxy; and
 - (iii) the meeting/s at which the proxy may be used.
- (c) An appointment of a proxy may be an ongoing proxy that remains valid until the Company receives notice from the Member who has appointed the proxy of its withdrawal.
- (d) An undated proxy shall be taken to be dated on the day that it is received by the Company.
- (e) Any instrument of proxy in which the name of the appointee is not filled in shall be deemed to be given in favour of the chair of the meeting to which it relates.
- (f) If the document appointing a proxy specifies the manner in which the proxy is to vote in respect of a particular resolution, the proxy is not entitled to vote on the resolution except in the manner specified in the document.

10.3 Verification of Proxies

- (a) Notwithstanding any other provision, a proxy shall be deemed to be invalid unless the following provisions are fulfilled:

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- (i) Each Member appointing a proxy must send or deliver to the Company, for receipt no later than forty-eight (48) hours before the time for holding the meeting or adjourned meeting at which the proxy proposes to vote, the following:
 - (A) the document appointing the proxy; and
 - (B) if the appointment is signed by the Member's attorney, the authority under which the appointment was signed or a certified copy of that authority.
 - (ii) The required documents must be either sent or delivered to the Company's office address, fax number or electronic address, and marked to the attention of the relevant person, as specified for that purpose in the notice convening the meeting.

10.4 Revocation of Appointment of Proxy

A vote given in accordance with the terms of a proxy document or power of attorney is valid despite the death or unsoundness of mind of the appointor, the revocation of the instrument or of the authority under which the instrument was executed, except where the Secretary has been notified in writing of such event before the commencement of the meeting or adjourned meeting at which the proxy is used, in which case the proxy shall be deemed to be invalid.

11. MEMBERS' REPRESENTATIVES

- (a) Any Member that is a Corporate member as defined in Clause 5.2(e) shall appoint an individual (**Representative**) as a representative to exercise all or any of the powers of the Member under this Constitution, the ACNC Act or the Corporations Act or otherwise at law.
- (b) The appointment may be a standing one.
- (c) The appointment may set out restrictions on the Representative's powers. If the appointment is to be by reference to a position held, the appointment must identify the position.
- (d) A Member may appoint more than one Representative but only one Representative may exercise the body's powers at any one time.
- (e) Unless otherwise specified in the appointment, the Representative may exercise, on the Member's behalf, all of the powers that the Member could exercise at a meeting.
- (f) The nomination of a Representative must be in writing and provided to the Secretary. Where a Member that is an incorporated or unincorporated organisation has not named a Representative, the Representative shall be deemed to be that Member's secretary.

- (g) A Representative will cease to hold their appointment:
 - (i) on the date of receipt by the Secretary of a written notice from the Member that it has withdrawn its nomination of the Representative; or
 - (ii) on the date of receipt by the Secretary of a written notice from the Representative resigning, refusing or remitting nomination.

12. BOARD OF DIRECTORS

12.1 Number of Directors

- (a) The number of Directors of the Company (together called the **Board**), shall be a maximum of eleven (11) (consisting of a minimum of six (6) Elected Directors and a minimum of three (3) Independent Directors).
- (b) Despite clause 12.1(a), the Board will comprise the Initial Directors until the close of the first AGM of the Company.
- (c) The Company must have at least three (3) Directors, two (2) of whom ordinarily reside in Australia.
- (d) The Company may, by Ordinary Resolution of its Members, increase or decrease the minimum or maximum number of Directors (provided that the minimum must not fall below three (3) as required by the Corporations Act) and may also determine in what rotation the Directors appointed as the result of any such alteration are to go out of office.

12.2 Eligibility for Election as Director

- (a) The Company shall appoint a person as an Elected Director by resolution passed in a general meeting.
- (b) The Board shall elect from its Directors such office bearers as it considers necessary.
- (c) Candidates for election to the Board shall be proposed and seconded in writing in accordance with clause 12.6(b) by Members entitled to vote at a general meeting. The candidate must:
 - (i) be a Financial Member of at least six (6) weeks standing at the time of nomination; and
 - (ii) consent in writing to be a Director and his or her consent must be lodged with the Secretary thirty (30) days prior to the date of the general meeting at which his or her candidacy is to be voted on.
- (d) The Auditor is ineligible to be elected or appointed as a Director or alternate Director.

- (e) The election of Directors shall take place at each AGM and a ballot, if necessary, shall be held in such manner as the Chair of the meeting may decide.
- (f) Where there are more nominees for the position for Director at an AGM than there are vacant positions for Directors, the person or persons elected shall be those persons receiving both a majority of votes on the resolution, and the greatest number of votes as between those persons nominated for the vacancy or vacancies.

Casual vacancies

- (g) Subject to clause 12.1(a), if a casual vacancy in the Board occurs, it may be filled by the appointment by the Board of a person considered by it to be suitable and the Director so appointed shall retire at the next AGM of the Company and is eligible for re-election.

12.3 First Annual General Meeting

At the first AGM of the Company, all the Initial Directors shall retire from office and shall be eligible to be elected as an Elected Director subject to the provisions of clause 12.1.

12.4 Rotation and Retirement of Elected Directors

- (a) There shall be a rotational system of elections of Elected Directors so that at each AGM, one half of the Elected Directors (rounded up to the nearest whole number if necessary) must retire.
- (b) The Elected Directors to retire at each AGM are those who have been the longest in office since their last election. If two or more persons became Elected Directors on the same day those to retire must be determined by lot unless they otherwise agree among themselves.
- (c) An Elected Director retiring at an AGM, and who is not disqualified by law or by this Constitution (see clause 12.2) from being reappointed, is eligible for re-election for a maximum of two (2) consecutive two (2) year terms, that is, a total of four (4) consecutive years as a Director.
- (d) A retiring Director shall hold office until the dissolution of the meeting at which his or her successor is appointed. Newly elected Directors shall take office at the conclusion of the meeting at which they were elected (or where results of the election were declared).
- (e) Despite this clause 12.4, and subject to the resignation of Directors in the ordinary course of business and the replacement of those Directors who have resigned, the Board elected to the Company shall hold office for two (2) years. At the second AGM of the Company, one-half of the Elected Directors (rounded up to the nearest whole number if necessary) shall retire from office, having served only up to two (2) years since they were elected, but shall be eligible to stand for re-election.

- (f) Which of the Elected Directors is to retire under clause 12.4(e) will be decided by lot unless the Board of Directors otherwise agree amongst themselves.

12.5 Appointment of Independent Directors

- (a) Subject to complying with clause 12.1, the Board may, in its discretion, and from time to time, appoint additional Independent Directors to serve at any one time.
- (b) Each Independent Director shall serve for a term of three (3) years from the date of their appointment, but shall be eligible for reappointment for up to a maximum of six (6) years.

12.6 Ballot for Election of Elected Directors

- (a) The election of the Directors appointed by Members at each AGM shall be conducted in a manner prescribed by the Board from time to time including by a show of hands at the general meeting in which the Directors are elected.
- (b) All nominations for election as a Director must be in writing and signed by the nominating and seconding Members and also signed by the nominee consenting to such nomination and shall be delivered to and lodged with the Secretary not less than thirty (30) days prior to the date fixed for the holding of the relevant AGM.
- (c) Only persons who are eligible for election as a Director under this Constitution (see clause 12.2) may be nominated to stand for election.
- (d) The Board must ensure that the voting of Directors is conducted in such a fashion as to enable all Members sufficient opportunity to consider all nominations.
- (e) To determine the results of the election of Directors at the relevant AGM, the votes duly received by the Secretary prior to the AGM by way of proxy or the Electronic Voting System shall be added to the votes cast at the AGM, whether by show of hands or on a poll, to determine the results of the election of Directors.

12.7 Filling Casual Vacancies of Directors

- (a) The Board may at any time appoint a person who would be eligible to stand for election as a Director, to be a Director to fill a casual vacancy:
 - (i) created by the early retirement of an Elected Director;
 - (ii) resulting from a vacant position for an Elected Director on the Board not having been filled at an AGM; or
 - (iii) in any other circumstances where the maximum number of Elected Directors on the Board will not be exceeded as a result of the appointment, as an addition to the existing Directors.

- (b) If a Director has been duly appointed to fill a casual vacancy:
 - (i) that Director shall, notwithstanding any other provision, be required to retire, but be eligible for election, at the next AGM following their appointment;
 - (ii) if a Director appointed to fill a casual vacancy has been elected at an AGM following their initial appointment, that Director shall be regarded thereafter as an Elected Director entitled to serve for two (2) years from the AGM at which they were first put up for election and thereafter subject to clauses 12.2, 12.4(a), 12.4(b) and 12.4(c) in respect of their eligibility for, and nomination for, re-election at future AGMs.

12.8 Retirement and Removal from Office

- (a) A Director may retire from office by giving notice in writing to the Company of that Director's intention to retire. A notice of resignation takes effect at the time of giving the notice to the Company or, if another time is specified in the notice, at that time.
- (b) The Members may by Ordinary Resolution remove a Director from office pursuant to section 203D of the Corporations Act and may by Ordinary Resolution appoint another person as a replacement.
- (c) A person appointed to replace a Director removed from office, under clause 12.8(b), must retire as a Director at the next AGM at which the Director they are replacing would have been required to retire if they had not been removed.

12.9 Vacation of Office

- (a) Without limiting any other provision, the office of a Director becomes vacant if required by the ACNC Act or the Corporations Act or if the Director:
 - (i) becomes an insolvent under administration;
 - (ii) becomes of unsound mind or a person whose person or estate is liable to be dealt with in any way under the law relating to mental health;
 - (iii) is absent without the consent of the Directors from three (3) consecutive meetings of the Directors and the Board resolves that the office of that Director be vacated;
 - (iv) becomes prohibited from being a Director by reason of an order made under the Corporations Act;
 - (v) becomes disqualified by the ACNC from being a responsible entity; or
 - (vi) being an Elected Director, ceases to be a Member.
 - (b) The Board may continue to act despite any vacancy in its Membership.
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12.10 Members may obtain information about directors' remuneration

- (a) The Company must disclose the remuneration paid to each Director of the Company or a subsidiary (if any) by the Company or by an entity controlled by the Company if the Company is directed to disclose the information by:
 - (i) members with at least five percent (5%) of the votes that may be cast at a general meeting of the Company; or
 - (ii) at least a hundred (100) members who are entitled to vote at a general meeting of the Company.
- (b) The Company must disclose all remuneration paid to the Director, regardless of whether it is paid to the Director in their capacity as a Director or another capacity.

13. CHAIR AND DEPUTY CHAIR

13.1 Chair and Deputy Chair

- (a) At the first meeting of the Board after each AGM, the Board shall elect from amongst the then current Directors:
 - (i) a Chair; and
 - (ii) a Deputy Chair.
- (b) A Director shall not serve more than four (4) consecutive years as Chair.
- (c) The Chair or, in the Chair's absence, the Deputy Chair, shall preside as Chair at every meeting of the Board.
- (d) If for any reason there is not then a Chair or a Deputy Chair, or neither of them is present within fifteen (15) minutes of the time nominated for the Board meeting to start, the Directors who are present and entitled to vote at the meeting shall select one of their number to Chair the meeting.

14. DIRECTORS' REMUNERATION

14.1 Director's Remuneration and Payment for Expenses

- (a) The Company may not pay any Director any amount except as expressly provided for in this Constitution.
- (b) Directors shall be entitled, on an equitable basis, to be paid all reasonable travelling, accommodation, and other expenses properly incurred by them in attending and returning from meetings of the Board or any of its committees or general meetings or otherwise in the execution of their duties as Directors provided that such expenses have first been approved by the Board.

14.2 Payment in Good Faith

Any payment made to a Director by the Company under this clause 14 must be made in good faith.

15. POWERS OF DIRECTORS

15.1 Powers of Directors

- (a) The Directors may exercise all of the powers of the Company which are not, by the Corporations Act or by this Constitution, required to be exercised by the Members in general meeting or otherwise.
- (b) No delegation by the Board under this clause limits the duties and liability of each Director of the Board.

15.2 Public Statements

- (a) The Board may by resolution authorise the Chair, CEO or another person to make public statements on behalf of the Company.
- (b) No person may make any public statement on behalf of the Company unless authorised by the Board.

15.3 Duties

- (a) The Directors must comply with their duties as Directors under legislation and common law (judge-made law), and with the duties described in governance standard 5 of the regulations made under the ACNC Act which are:
 - (i) to exercise their powers and discharge their duties with the degree of care and diligence that a reasonable individual would exercise if they were a Director of the Company;
 - (ii) to act in good faith in the best interests of the Company and to further the charitable purpose(s) of the Company;
 - (iii) not to misuse their position as a Director;
 - (iv) not to misuse information they gain in their role as a Director;
 - (v) to disclose any perceived or actual material conflicts of interest in the manner set out in clause 15.10;
 - (vi) to ensure that the financial affairs of the Company are managed responsibly, and
 - (vii) not to allow the Company to operate while it is insolvent.

15.4 Convening of Directors' Meetings

- (a) The Board shall meet not less than four (4) times per year, but otherwise as necessary to discharge their duties and functions.
- (b) The Chair or the Deputy Chair or any other two Directors or the CEO may request the Secretary to convene a meeting of the Board at any time and the Secretary must comply with such request.
- (c) Notice of each meeting of the Directors must be given to each Director at least 48 hours before the meeting, or otherwise as determined by resolution of the Board, except in the case of a Director who has been given leave of absence from the Board.
- (d) A Directors' meeting may be called or held using any technology consented to by all the Directors. The consent may be a standing one. A Director may only withdraw their consent within a reasonable period before the meeting. The Directors may otherwise regulate their meetings as they think fit.

15.5 Quorum and Voting at Directors' Meetings

- (a) At a meeting of Directors, the number of Directors whose presence is necessary to constitute a quorum is seventy-five percent (75%) of the Board as then constituted.
- (b) Each Director has one vote.
- (c) Questions arising at a meeting of the Board must be decided in the manner from time to time determined by the Board, and in the absence of any such agreement, by a majority of votes of Directors present and voting.
- (d) In the event of equality of votes, the Chair has a second and casting vote.

15.6 Chair and Deputy Chair

If for any reason, within fifteen (15) minutes of the time nominated for a Board meeting to start, neither the Chair nor the Deputy Chair is present, but a quorum is present, the Directors who are present at the meeting shall select one of their number to Chair the meeting until such time as the Chair or the Deputy Chair arrives, upon which they shall assume the Chair.

15.7 Delegation of Powers to Committee

- (a) The Board may delegate any of their powers, except this power to delegate, to committees consisting of such Directors and such other persons as they think fit.
- (b) In the exercise of any powers delegated to it, a committee formed by the Board:
 - (i) must conform to the directions of the Board;

- (ii) provide such reports as required by the Board; and
- (iii) otherwise shall conduct its meetings and proceedings in accordance with the provisions of this Constitution, as far as practicable, as if they were meetings and proceedings of the Board.

15.8 Validity of Acts of Directors

All acts done by a meeting of the Board or of a committee appointed by the Board or by a person acting as a Director are valid even if it is later discovered that there is a defect in the appointment of a person to be a Director or a member of the committee or that they or any of them were disqualified or were not entitled to vote.

15.9 Resolution in Writing

- (a) The Board may pass a resolution in writing without holding a meeting if the following conditions are met:
 - (i) The resolution is set out in a document or documents indicating that all of the Directors are in favour of it.
 - (ii) All Directors who are entitled to vote on the resolution (excluding Directors who have been given leave of absence) sign the document or documents or identical copies of it or them.
- (b) A resolution in writing may consist of several documents in like form, each signed by one or more Directors and if so signed it takes effect on the latest date on which a Director signs one of the documents.
- (c) If a resolution in writing is signed by an alternate Director, it must not also be signed by the appointer of the alternate Director and vice versa.
- (d) In relation to a resolution in writing:
 - (i) a document generated by electronic means which purports to be a facsimile of a resolution of Directors is to be treated as a resolution in writing;
 - (ii) a document bearing a facsimile of a signature is to be treated as signed.

15.10 Conflict of Interest

- (a) A Director must disclose the nature and extent of any actual or perceived material conflict of interest in a matter that is being considered at a meeting of Directors (or that is proposed in a circular resolution):
 - (i) to the other Directors; or
 - (ii) if all of the Directors have the same conflict of interest, to the Members at the next general meeting, or at an earlier time if reasonable to do so.

- (b) The disclosure of a conflict of interest by a Director must be recorded in the minutes of the meeting.
- (c) Each Director who has a material personal interest in a matter that is being considered at a meeting of Directors (or that is proposed in a circular resolution) must not, except as provided under clause 15.10(d):
 - (i) be present at the meeting while the matter is being discussed, or
 - (ii) vote on the matter.
- (d) A Director may still be present and vote if:
 - (i) their interest arises because they are a Member, and the other Members have the same interest;
 - (ii) their interest relates to an insurance contract that insures, or would insure, the Director against liabilities that the Director incurs as a Director of the Company;
 - (iii) their interest relates to a payment by the Company under clause 21 or any contract relating to an indemnity that is allowed under the Corporations Act;
 - (iv) the Australian Securities and Investments Commission (ASIC) makes an order allowing the director to vote on the matter; or
 - (v) the Directors who do not have a material personal interest in the matter pass a resolution that:
 - (A) identifies the Director, the nature and extent of the Director's interest in the matter and how it relates to the affairs of the Company; and
 - (B) says that those Directors are satisfied that the interest should not stop the Director from voting or being present.

15.11 Negotiable instruments

- (a) The Board shall determine the mechanism for signing, drawing, accepting, endorsing or otherwise executing a negotiable instrument.
- (b) Receipts for money payable to or receivable by the Company may be signed by a Director or the Secretary or by any other person authorised by the Board to receive money either generally or any particular sum of money on behalf of the Company and such receipt shall be deemed to be valid.

16. ALTERNATE DIRECTORS

16.1 Appointment of Alternate Directors

- (a) An Elected Director may appoint a person to be an alternate Director in the Director's place, during a period of up to three (3) months.
- (b) The appointment of an alternate Director must be in writing, signed by the Director and submitted to the Board for approval.
- (c) The appointment of an alternate Director takes effect immediately on the Board passing an ordinary resolution to approve the appointment
- (d) The alternate Director must be a Member with the right to vote as defined in this document.

16.2 Powers of Alternate Director

- (a) Except as expressly provided in this Constitution, an alternate Director is subject in all respects to the terms and conditions applying to the other Directors except for the provisions of this document which relate to the election of Directors, their fees and remuneration and the power to appoint an alternate Director.
- (b) An alternate Director has all of the following entitlements:
 - (i) to perform all the duties of a Director while the Director who appointed the alternate Director is not exercising or performing them;
 - (ii) to receive notice of meetings of the Directors; and
 - (iii) to attend and vote at meetings of the Directors if the Director who appointed the alternate Director is not present.

16.3 Termination of Appointment of Alternate Directors

The appointment of an alternate Director is immediately terminated if any of the following circumstances occurs:

- (a) the Director who appointed the alternate Director ceases for any reason to be a Director;
- (b) the Director who appointed the alternate Director gives notice of termination of the appointment to the Company; or
- (c) the Directors resolve to terminate the appointment after giving seven (7) days' notice of intention to remove the alternate Director to the Director who appointed the alternate Director.

17. CHIEF EXECUTIVE OFFICER (CEO)

- (a) The Board may (but is not required to) appoint any person other than a Director, to the position of CEO, to act as chief executive officer of the Company for the period and on the terms (including as to remuneration) the Board see fit.
- (b) The Board may, upon terms and conditions and with any restrictions they see fit, confer on the CEO any of the powers that the Board can exercise.
- (c) The Board may at any time revoke or vary an appointment of, or any of the powers conferred on, the CEO.
- (d) If the CEO becomes incapable of acting in that capacity the Directors may appoint any other person, not being a Director, to act temporarily as CEO until such time as the position can be permanently filled.
- (e) The CEO is not a Member or Director of the Company by virtue only of being appointed to the office of CEO but shall have the right to attend and speak at meetings of the Board at the invitation of the Board.
- (f) The Board may delegate any of the roles and powers of the Board to the CEO:
 - (i) on the terms and subject to any restrictions the Board decides; and
 - (ii) so as to be concurrent with the powers of the Board, and may revoke the delegation at any time.
- (g) Without affecting the generality of clause 17(f) the CEO will:
 - (i) be the executive officer of the Company;
 - (ii) act consistently with the Objects of the Company;
 - (iii) use his or her best endeavours at all times to enhance the good name of the Company;
 - (iv) insofar as the resources available permit, implement the policies of the Board;
 - (v) prepare an annual report for the Board on the work and activities of the Company during the preceding twelve (12) months ending on 30 June in each year; and
 - (vi) exercise such other functions duties and responsibilities as may be determined from time to time by the Board.
- (h) The appointment of the CEO terminates:
 - (i) at the expiration of a fixed term if so defined in a written contract; or

- (ii) if the Board removes the CEO from that office (which, subject to any contract between the Company and the CEO, the Board has power to do), whether or not the appointment was expressed to be for a specified term.

18. SECRETARY

- (a) The Directors may:
 - (i) appoint, and terminate the appointment of, one or more persons to be a Secretary; and
 - (ii) determine their terms and conditions of appointment.
- (b) A Secretary will be responsible to carry out all acts and deeds required by this Constitution, the Corporations Act or by law or as directed by the Board to be carried out by the secretary of the Company.

19. BY-LAWS AND RULES

The Board may, by resolution of the Board, make or adopt by-laws and rules with respect to any matter or thing for the purposes of giving effect to any provision of this Constitution or generally for the purposes of carrying out the objects of the Company, which by-laws and rules shall be binding on the Members, provided that to the extent of any inconsistency, this Constitution shall prevail over all such by-laws and rules.

20. SEALS AND EXECUTION OF DOCUMENTS

- (a) If the Company has one, the Board must provide for the safe custody of the Seal.
- (b) The Company may execute a document by affixing the Seal to the document where the fixing of the Seal is witnessed by:
 - (i) two Directors;
 - (ii) a Director and the Secretary; or
 - (iii) a Director and some other person appointed by the Directors for the purpose.
- (c) The Company may execute a document without the use of a Seal if the document is signed by:
 - (i) two Directors;
 - (ii) a Director and a Secretary; or
 - (iii) any other manner permitted by the Corporations Act.

21. INDEMNITY

21.1 Costs and Expenses

Every Officer and past Officer of the Company may be indemnified by the Company, to the fullest extent permitted by law, against a liability for costs and expenses incurred by that person as an Officer of the Company or a subsidiary of the Company, including without limitation:

- (a) in defending any proceedings, whether civil or criminal, in which judgement is given in favour of the person or in which the person is acquitted; or
- (b) in connection with any application in relation to those proceedings in which the Court grants relief to the person under the Corporations Act.

21.2 Liabilities to Third Parties

To the extent permitted by the Corporations Act, every Officer and past Officer of the Company is indemnified against a liability incurred by that person as an Officer to a person other than the Company or a related body corporate, except a liability which arises from conduct that involves a lack of good faith.

21.3 Insurance Premiums

The Company may pay the premium on a contract insuring a person who is or has been an Officer of the Company against:

- (a) a liability for costs and expenses incurred by the person in defending proceedings arising out of the person's conduct as an Officer, whether civil or criminal and whatever their outcome; and
- (b) other liability incurred by the person as an Officer of the Company except a liability which arises from conduct that involves a wilful breach of duty in relation to the Company or a contravention of sections 182, 183 or 184(2) or (3) of the Corporations Act.

22. ACCOUNTS AND AUDIT

22.1 Accounts

The Board must cause proper accounting and other Records to be kept in accordance with law and must comply with such requirements in respect of reporting and the provision of accounts to Members.

22.2 Audit

- (a) If required by the ACNC Act, a registered Company auditor must be appointed.
- (b) The remuneration of the auditor must be fixed and the auditor's duties regulated in accordance with the Corporations Act.

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- (c) The Board must arrange for the accounts for the last financial year to be audited in accordance with requirements of the ACNC Act.

22.3 Audit and Other Committees

- (a) If the ACNC Act requires the Company to audit its accounts, the Board must at its first meeting after the AGM each year appoint an audit committee consisting of at least three (3) Members, who:
 - (i) may or may not be Directors or Members of the Company; but
 - (ii) must not be employees of the Company.
- (b) The audit committee must:
 - (i) ensure that accurate and up-to-date financial statements are presented to each meeting of the Board;
 - (ii) report to each Board meeting on the financial position of the Company; and
 - (iii) ensure that the Board complies with its statutory financial and legal obligations.
- (c) Nothing in clause 22.3(a) limits the duties and liability of each Director of the Board.
- (d) The Board may by resolution establish other standing or ad hoc committees with such membership and terms of reference as it thinks appropriate.
- (e) Board committees may include members who are not Board Directors or Members of the Company.
- (f) The quorum for committee meetings is the presence in person of a majority of committee members at the time, unless the Board resolves otherwise.
- (g) The meeting procedures of the Board contained in clause 15 apply to committee meetings (including the Audit Committee) with such modifications as are necessary.

23. FURTHER OBLIGATIONS UNDER AUSTRALIAN CHARITIES AND NOT FOR PROFITS COMMISSION ACT LEGISLATION

The Company must comply and the Board must procure that the Company complies with all requirements (whether financial or otherwise) that apply to the Company under the ACNC Act and all related legislation as commenced and amended from time to time or any other standards which may be prescribed by any other Authority from time to time having the power to prescribe governance standards for charitable institutions such as the Company.

24. GIFT FUND REQUIREMENTS

24.1 Company to Maintain a Gift Fund

The Company must maintain a Gift Fund in accordance with this clause 24 for so long as it seeks or has obtained endorsement as a DGR from the Australian Taxation Office, or the Company is named as a DGR in ITAA 97.

24.2 Rules Applying to the Gift Fund

The following rules apply to any Gift Fund established and maintained by the Company:

- (a) The Gift Fund must have a name.
- (b) The Company must maintain sufficient documents to provide evidence of the Gift Fund's purpose and operations.
- (c) The Company must maintain a separate bank account for the Gift Fund.
- (d) The following must be credited to the Gift Fund:
 - (i) All gifts of money or property to the Company for the Principal Purpose.
 - (ii) All money or property received by the Company because of those gifts.
- (e) No other money or property may be credited to the Gift Fund.
- (f) The Company must use any gifts, money or property of the kind referred to in clause 24.2(d) only for the Principal Purpose.
- (g) The public will be invited to contribute to the Gift Fund.
- (h) The Gift Fund is managed by the Board of Directors, a majority of whom have a degree of responsibility to the general community, unless delegated pursuant to the provisions contained in this Constitution.
- (i) The Gift Fund is controlled and administered by the Board of Directors which only include persons or institutions which have a degree of responsibility to the community as a whole, unless delegated pursuant to the provisions contained in this Constitution.

25. SURPLUS ASSETS ON WINDING UP OR DISSOLUTION

25.1 Distribution of surplus assets

- (a) Subject to the Corporations Act, any other applicable law and any court order, any surplus assets (including 'Gift Funds') that remain after the Company is wound up must be distributed to one or more charities:
 - (i) with charitable purpose(s) similar to, or inclusive of, the purpose(s) in clause 4.1

- (ii) which also prohibit the distribution of any surplus assets to its members to at least the same extent as the Company; and
 - (iii) that is or are DGRs within the meaning of the ITAA 97.
- (b) The decision as to the charity or charities to be given the surplus assets must be made by a special resolution of Members at or before the time of winding up. If the Members do not make this decision, the Company may apply to the Supreme Court to make this decision.
- (c) If the Company's DGR endorsement is revoked (whether or not the Company is to be wound up), any surplus gift funds must be transferred to one or more charities that meet the requirements of clause 25.1(a) as decided by the Directors.

25.2 Definitions

In clause 24 and this clause 25 the following definitions apply:

- (a) **DGR** means a 'deductible gift recipient' within the meaning of section 30-227 of ITAA 97.
- (b) **Contributions and Fund-Raising Event** have the same meaning as in Division 30 of the ITAA 97
- (c) **Gift Fund** means a fund that is maintained for the Principal Purpose and includes:
 - (i) gifts of money or property for the Principal Purpose of the Company;
 - (ii) Contributions made in relation to a Fund-Raising Event held for the Principal Purpose of the Company; and
 - (iii) money received by the Company because of such gifts and Contributions.
- (d) **ITAA 97** means *Income Tax Assessment Act 1997 (Cth)*.
- (e) **Principal Purpose** means the object and dominant purposes of the Company as reflected in the objects of the Company specified in clause 4 or any of those purposes.

26. FINANCIAL YEAR

The financial year of the Company is from 1 July to 30 June.

27. PAYMENTS

- (a) All payments by the Company must be:
 - (i) specifically authorised by the signatories approved by the Board; and

- (ii) in the case of cheques, signed by at least two (2) persons nominated by the Board in writing.
- (b) The Board may nominate a list of individuals or positions to be signatories for the purpose of clause 27(a).

28. RECORDS

28.1 Minutes and records

- (a) The Company must, within one month, make and keep the following records:
 - (i) minutes of proceedings and resolutions of general meetings;
 - (ii) minutes of circular resolutions of members;
 - (iii) a copy of a notice of each general meeting; and
 - (iv) a copy of a members' statement.
- (b) The Company must, within one month, make and keep the following records:
 - (i) minutes of proceedings and resolutions of Directors' meetings (including meetings of any committees); and
 - (ii) minutes of circular resolutions of Directors.
- (c) The Directors must ensure that minutes of a general meeting or Directors' meeting are signed within a reasonable time after the meeting by:
 - (i) the Chair of the meeting; or
 - (ii) the Chair of the next meeting.
- (d) The Directors must ensure that minutes of the passing of a circular resolution (of Member or Directors) are signed by a Director within a reasonable time after the resolution is passed.

28.2 Financial and related records

- (a) The Company must make and keep written financial records that:
 - (i) correctly record and explain its transactions and financial position and performance; and
 - (ii) enable true and fair financial statements to be prepared and to be audited.

28.3 Access to Members

- (a) To allow members to inspect the Company's records:
- (i) the Company must give a member access to the records set out in clause 28.1(a); and
 - (ii) the Directors may authorise a Member to inspect other records of the Company, including records referred to in clause 28.1(b) and clause 28.2

29. NOTICES

29.1 Method of sending notices

In addition to the method for giving notices permitted by statute, a notice or communication by the Company, an Officer of the Company or a Member in connection with this Constitution may be given to the address by the methods set out in the first column of the following table. The notification is effective on the date set out in the second column.

Method of notification	Date deemed receipt of notification
By personal delivery	Date of delivery
By sending by prepaid ordinary post (airmail if outside Australia) to a street or postal address of the addressee	One day after it is posted
By sending by facsimile to the recipient's facsimile number	Date of an error free facsimile transmission report from the sender's fax machine
In the case of the Company only, by Electronic Communication sent to the Member's email address	Date of sending unless the Company receives a message from its internet service provider or the recipient's mail server indicating that it has not been successfully transmitted. An email is not treated as given or received if the sender's computer reports that the message has not been delivered

29.2 Notices to legal representatives

A notice may be given by the Company to the legal representative of a Member by sending it through the post in a prepaid letter addressed to them by name or by their title as representative/s of the relevant Member or at the address (if any) within the

Commonwealth of Australia supplied for the purpose by the persons claiming to be entitled or (until such an address has been supplied) by giving the notice in any manner in which it might have been given if the death, lunacy, liquidation or bankruptcy had not occurred.

29.3 Notices to foreign residents

Subject to clause 29.2 notices and other documents for members outside the Commonwealth of Australia shall be forwarded to those members by airmail or by facsimile or by email at the address or facsimile number or email address outside the Commonwealth of Australia supplied to the Company by them.

29.4 Notices of general meetings

Notice of every general meeting shall be given in any manner authorised to:

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

29.5 Signature on notices

The signature to any notice to be given by or on behalf of the Company may be written, printed or stamped.

30. GENERAL

30.1 Exercise of power

Except as specifically contemplated by this Constitution, the Company may exercise any power, take any action or engage in any conduct or procedure which under the Corporations Act a public company limited by guarantee has the power to do.

30.2 Amendment of Constitution

This Constitution may be amended or repealed by Special Resolution in accordance with the Corporations Act.

30.3 Copy of Constitution

The Company must send a copy of this Constitution to a Member of the Company within seven (7) days if the Member asks the Company in writing for a copy and pays the fee required by the Company as approved by the Board.

31. DEFINITIONS AND INTERPRETATION

31.1 Definitions

In this Constitution, except where the context requires otherwise:

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- (a) **ACNC Act** means the *Australian Charities and Not-for-profits Commission Act 2012 (Cth)*
 - (b) **Adoption Date** means the date that this Constitution was adopted.
 - (c) **AGM** means an annual general meeting of the Members of the Company and, where the context requires, means the specific annual general meeting in the context.
 - (d) **Australian Wound Management Association** means the entity bearing that name that is, or was, the Incorporated Association registered in South Australia, registration number A22052.
 - (e) **Board** means the board of Directors of the Company, unless the context demands otherwise.
 - (f) **CEO** means the chief executive, referred to in clause 17.
 - (g) **Chair** means the Chair of the Board, elected from time to time in accordance with this Constitution.
 - (h) **Company** means Wounds Australia Limited.
 - (i) **Corporations Act** means the *Corporations Act 2001 (Cth)*.
 - (j) **Director** means a person elected or appointed in accordance with this Constitution to perform the duties of a director of the Company.
 - (k) **Elected Directors** means the Directors elected by and from amongst the Members, in accordance with this Constitution (see clauses 12.1(b) and 12.6).
 - (l) **Electronic Communication** has the meaning given to the term in section 5 of the *Electronic Transactions Act 2000 (NSW)*.
 - (m) **Electronic Voting System** means a system approved by the Board which enables Members to securely submit their vote by electronic means.
 - (n) **Financial Member** means a Member who has no money or debt outstanding and payable to the Company.
 - (o) **Independent Directors** means the Directors appointed to the Board, rather than being elected by and from amongst the Members, on the basis that they are persons whose background, skills and/or experience may be thought prudent or necessary to enhance the ability of the Board to better discharge its role and the legal duties and responsibilities of the Directors.
 - (p) **Initial Directors** means the Committee Members (except the immediate past president) of the Australian Wound Management Association Incorporated immediately prior to the Adoption Date and listed in Schedule 2. .

- (q) **Initial Members** means the members referred to in clauses 5.1(b) and 5.1(c) and listed in Schedule 3.
- (r) **Member** means the individuals, companies and organisations that, at the relevant time, are Members of the Company admitted in accordance with this Constitution.
- (s) **Officer** has the meaning given in section 9 of the Corporations Act.
- (t) **Ordinary Resolution** means any resolution passed by a simple majority of persons entitled to vote.
- (u) **Register** means the register of Members kept by the Company under the *Corporations Act 2001*.
- (v) **Replaceable Rules** means the Replaceable Rules contained in the Corporations Act.
- (w) **Representative** means, in relation to a Member, the representative of the Member appointed under clause 11.
- (x) **Seal** means, if the Company has one, the common seal of the Company.
- (y) **Secretary** means a person appointed to perform the duties of a secretary of the Company.
- (z) **Special Resolution** means a resolution that has been passed by at least seventy-five percent (75%) of the votes cast by Members entitled to vote on the resolution.
- (aa) **State Association** means:
 - (i) Australian Wound Management Association (South Australia) Incorporated;
 - (ii) Australian Wound Management Association (New South Wales) Incorporated;
 - (iii) Australian Wound Management Association (Queensland) Incorporated;
 - (iv) Australian Wound Management Association (Victoria) Incorporated;
 - (v) Australian Wound Management Association (Tasmania) Inc; and
 - (vi) Australian Wound Management Association Western Australia Inc.
 - (vii) Australian Wound Management Association (ACT) Inc.
- (bb) **Subscriber** means a person specified in Schedule 3.

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- (cc) **Territory Association** means Australian Wound Management Association (ACT) Inc.

31.2 References to Law and the Constitution

- (a) A word or phrase used in the Corporations Act or the ACNC Act that is given a special meaning for the purposes of the relevant parts of those Acts, unless this Constitution specifically states otherwise, has the same meaning in this Constitution.
- (b) A reference to:
- (i) any legislation includes any regulation or instrument made under it and where amended, re-enacted or replaced means that amended, re-enacted or replacement legislation, or
 - (ii) this Constitution, where amended, means this Constitution as so amended.

31.3 Interpretation

In the interpretation of this document, the following provisions apply unless the context otherwise requires:

- (a) The singular denotes the plural and vice versa.
- (b) Any gender denotes the other genders.
- (c) A person denotes an individual and a body corporate.
- (d) Where a word or phrase is given a defined meaning any other part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning.
- (e) Headings and any table of contents must be ignored in the interpretation of this Constitution.
- (f) Unless the context otherwise requires a reference to a time of day means that time of day in the state or territory in which the registered office of the Company is situated.
- (g) For the purposes of determining the length of a period (but not its commencement) a reference to:
 - (i) a day means a period of time commencing at midnight and ending 24 hours later; and
 - (ii) a month means a calendar month which is a period commencing at the beginning of a day of one of the twelve (12) months of the year and ending immediately before the beginning of the corresponding day of the

next month or, if there is no such corresponding day, ending at the expiration of that next month.

- (h) Where a period of time is specified and is to be calculated before or after a given day, act or event it must be calculated without counting that day or the day of that act or event.
- (i) A provision of this Constitution, except that specifying the time for deposit of proxies with the Company, which has the effect of requiring anything to be done on or by a date which is not a business day must be interpreted as if it required it to be done on or by the next business day.
- (j) A reference to a business day means a day during which banks are open for general banking business in New South Wales.
- (k) A reference to an Act of Parliament, whether State or Federal, includes a reference to that Act of Parliament as amended from time to time, and a reference to a specific provision of an Act of Parliament means, unless the context demands otherwise, a reference to the equivalent provision in any later amended version of that Act of Parliament, or if the original Act of Parliament has been repealed in any Act of Parliament substituted in its place.
- (l) This Constitution shall be construed according to the laws of New South Wales.
- (m) “In writing” or “written” includes printing, lithography, typing, writing or other modes representing or reproducing words, figures, drawings or symbols in a visible form including by electronic means as contemplated by the *Electronic Transactions Act 2000 (NSW)*.

Schedule 2 – Initial Directors

Schedule 3 Subscribers