



## CONSTITUTION

Parking Australia Limited

A Public Company Limited by Guarantee

02 November 2018



1/120A Hampden Rd,  
Artarmon NSW 2064

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**1 Name of the Company**

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The name of the Company is Parking Australia Limited.

**2 Type of Company**

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- (a) The Company is a not-for-profit public company limited by guarantee.
- (b) Subject to this Constitution, each person who is a Member and each person who was a Member during the year ending on the day of the commencement of the winding up of the Company, undertakes to contribute to the property of the Company for:
  - (i) payment of debts and liabilities of the Company;
  - (ii) payment of the costs, charges and expenses of winding up; and
  - (iii) any adjustment of the rights of the contributories among Members.
- (c) The amount that each Member or past Member is liable to contribute is limited to \$10.00.

**3 Replaceable Rules**

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The Replaceable Rules do not apply to the Company.

**4 Definitions and Interpretations**

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**4.1 Definitions**

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

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

**Appeals Committee** means a committee established in accordance with clause 11.2.

**Board** means the board of Directors of the Company.

**Chairperson** means the person holding that office under this Constitution and includes any assistant or acting chairperson.

**Code of Conduct** means the code of conduct determined by the Board applying to all Members of Parking Australia Limited, as amended from time to time

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

**Company** means Parking Australia Limited.

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

**Co-opted Director** means a person appointed as a Director pursuant to **clause 34.2**.

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

**Elected Director** means directors elected as a Director pursuant to **clause 34.1**.

**Member** means a member of the Company pursuant to **clause 6** (and **Membership** has the corresponding meaning).

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

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

**Membership Fee** means any annual fee payable by Members pursuant to **clause 9(b)(iv)**.

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

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

**Office-Bearer** means a person holding any of the offices specified in **clause 0**.

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

**Parking Facility** means any facility which provides off-street parking or on-street parking for vehicles where the vehicle is not owned by the owner of the facility.

**Parking Industry** means all people engaged in:

- (a) the provision of Parking Facilities; or
- (b) the support of Parking Facilities by providing any products or services to a person providing a Parking Facility.

**President** means the person appointed as President in accordance with **clause 33.6**.

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

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

**Representative** means a person authorised in accordance with section 250D of the Act to act as a representative of a body corporate, as described in **clause 13**.

**Secretary** means the person appointed as the secretary of the Company.

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

**Vice-President** means the person appointed as Vice-President in accordance with **clause 33.6**.

**Voting Member** means a Parking Facility Member or a Corporate Member, provided the Member has paid any fee payable under **clause 10** no later than sixty (60) days after having received an invoice from the Company.

## 4.2 Interpretation

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

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

## 5 Objects

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### 5.1 Objects

- (a) The objects of the Company are to:
  - (i) act as a national association providing representation and services to Members across Australia;
  - (ii) promote, foster and ensure a professional profile for the Parking Industry in Australia;
  - (iii) promote and foster the exchange of knowledge through research, education, conferences and meetings;
  - (iv) engage with other local and international groups that have an interest in parking related issues;
  - (v) collect, compile and make available for Members data and information about the Parking Industry;

- (vi) monitor and advocate on issues or areas of interest as may be appropriate from time to time affecting the Members and the Parking Industry; and
  - (vii) anything ancillary to the Objects referred to in **clauses 5.1(a)(i) to 5.1(a)(vi)**.
- (b) The Company can only exercise the powers in section 124(1) of the Act to:
- (i) carry out the Objects of the Company; and
  - (ii) do all things incidental or convenient in relation to the exercise of power under **clause 5.1(b)(i)**.

## **5.2 Income and Property**

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

## **5.3 Remuneration of Directors**

No payment shall be made to any Director (except any executive Director in their capacity as an employee of the Company) other than the payment:

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



**MEMBERSHIP****6 Admission to Membership**

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**6.1 Eligibility for Membership**

A person is entitled to become a Member if that person:

- (a) supports the Objects of the Company and agrees to comply with the terms of this Constitution and the Code of Conduct;
- (b) agrees to assume the liability to pay the Member's Guarantee Amount;
- (c) pays any applicable Membership Fee in accordance with **clause 7.1(a)(iv)**;
- (d) satisfies the criteria attached to the relevant category of Membership as provided for in this **clause 6**; and
- (e) lodges an application form in accordance with **clause 7**.

**6.2 Benefits**

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

**6.3 Classes of Membership**

There shall be the following classes of Membership:

- (a) **Parking Facility Members**
  - (i) Parking Facility Members are persons who own, operate or manage Parking Facilities.
  - (ii) There are the following two sub-classes of Parking Facility Members:
    - (A) Parking Facility Members - Public Sector**

Parking Facility Members - Public Sector Members are persons who are not-for-profit; and
    - (B) Parking Facility Members - Private Sector**

Parking Facility Members - Private Sector Members are persons who are for-profit.
- (b) **Corporate Members**

Corporate Members are persons who provide products and services to the Parking Industry.:

(c) **Affiliate Members**

Affiliate Members are persons who are not eligible to be Parking Facility Members or Corporate Members and have an active interest in the Parking Industry

(d) **Life Members**

Life Members are persons who are appointed by the Board as a Life Member in recognition of services provided to the Parking Industry over a number of years.

#### 6.4 **Members' Rights**

The Members of the Company have the following rights in accordance with their Class:

- (a) **Parking Facility Members** – the right to receive notice of, attend and vote at any general meeting of the Company, and the right to vote in an election of Elected Directors;
- (b) **Corporate Members** - the right to receive notice of, attend and vote at any general meeting of the Company, and the right to vote in an election of Elected Directors;
- (c) **Affiliate Members** – the right to receive notice of and attend any general meeting of the Company;
- (d) **Life Members** – the right to receive notice of and attend any general meeting of the Company.

## 7 **Applications for Membership**

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### 7.1 **Application process**

- (a) An application for Membership of the Company must:
  - (i) be made in writing in the form prescribed by the Board from time to time;
  - (ii) specify the category of Membership being applied for by the applicant;
  - (iii) include a signature, or equivalent acknowledgement by the applicant acknowledging that the applicant agrees to be bound by the Constitution of the Company as amended from time to time;
  - (iv) be accompanied by any application fee payable pursuant to **clause 10(a)(i)** and any Membership Fee payable pursuant to **clause 10(a)(ii)**; and
  - (v) be lodged with the Secretary.
- (b) As soon as practicable after receiving an application for Membership, the Secretary must refer the application to the Board which is to determine whether to:
  - (i) approve the application;

- (ii) reject the application; or
  - (iii) propose to the applicant an alternative class of Membership in which case the applicant may elect to have their application considered under the alternative class of Membership.
- (c) The Board is not required to provide the applicant with any reason for its acceptance or rejection of the application.
- (d) As soon as practicable after the Board makes that determination, the Secretary must:
  - (i) notify the applicant, in writing, that the Board approved or rejected the application (whichever is applicable);
  - (ii) if the Board rejected the application, within twenty eight (28) days of the Board's decision, refund the applicant any Membership Fee paid pursuant to **clause 7.1(a)(iv)** but not any application fee; and
  - (iii) if the Board approved the application, enter the applicant's name in the Register.

## **7.2 Becoming a Member**

Subject to the Act, a person becomes a Member on the registration of that person's name in the Register.

## **8 Membership Entitlements Not Transferable**

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

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

## **9 Cessation of Membership**

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- (a) A Member's Membership will cease:
  - (i) on the date that the Secretary receives written notice of resignation from that Member;
  - (ii) in the case of a natural person, upon that Member dying;
  - (iii) upon that Member becoming bankrupt or insolvent or making an arrangement or composition with creditors of the person's joint or separate estate generally;
  - (iv) if the Member is expelled from the Company pursuant to **clause 11**;
  - (v) if the Company in general meeting resolves by Special Resolution to terminate the Membership of a Member whose conduct or circumstances in the opinion of the Company renders it undesirable that

that Member continue to be a Member of the Company. The Member must be given at least twenty-one (21) days' notice of the proposed resolution and must be given the opportunity to be heard at the meeting at which the resolution is proposed; and

- (vi) if the Member has not paid any fee payable under **clause 10** within sixty (60) days after having received an invoice from the Company.
- (b) A Member may at any time, pursuant to **clause 9(a)(i)**, resign as a Member but shall continue to be liable for:
- (i) any monies due by a Member under **clause 9(b)(iv)**;
  - (ii) any other monies due by the Member to the Company;
  - (iii) any sum for which the Member is liable as a Member of the Company under **clause 2(b)**; and
  - (iv) if applicable, the Member's Guarantee Amount.

## **10 Fees**

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A Member must pay to the Company:

- (a)
  - (i) an application fee (as the Board may determine from time to time); and
  - (ii) a Membership Fee in the amount as determined by the Board from time to time.
- (b) The Board may in its discretion:
  - (i) determine that no application fee or annual Membership Fee is payable by a Member or Members (in whole or in part) in a given year; and
  - (ii) extend the time for payment of any application fee or annual Membership Fee by any Member.
- (c) No part of any application fee or annual Membership Fee shall be refunded to a Member who ceases to be a Member in accordance with **clause 9**.

## **11 Disciplining of Members**

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### **11.1 Disciplining of Members**

- (a) Where the Board is of the opinion that a Member has:
    - (i) persistently refused or neglected to comply with a provision or provisions of this Constitution or the Code of Conduct; or
    - (ii) persistently and wilfully acted in a manner prejudicial to the interests of the Company;
- the Board may:

- (iii) expel the Member from the Company; or
  - (iv) suspend the Member from Membership of the Company for a specified period.
- (b) A resolution of the Board pursuant to **clause 11.1(a)** is of no effect unless the Board confirms the resolution in accordance with this **clause 11.1(b)** at a Board meeting held not earlier than fourteen (14) days and not later than twenty eight (28) days after service on the Member of a notice pursuant to **clause 11.1(c)**.
- (c) If the Board resolves under **clause 11.1(a)** to expel or suspend any Member, the Secretary must serve the Member with a notice in writing:
  - (i) setting out the resolution of the Board and the grounds upon which it is based;
  - (ii) stating that the Member may address the Board at a Board meeting to be held not earlier than fourteen (14) days and not later than twenty-eight (28) days after service of the notice;
  - (iii) stating the date, place and time of that meeting; and
  - (iv) informing the Member that the Member may do either or both of the following:
    - (A) attend and speak at that meeting;
    - (B) submit to the Board at or prior to the date of the meeting, written representations relating to the resolution.
- (d) At a meeting of the Board held as referred to in **clause 11.1(b)**, the Board must:
  - (i) give the Member an opportunity to make oral representations;
  - (ii) give due consideration to any written representations submitted to the Board by the Member at or prior to the Board meeting; and
  - (iii) by a resolution of at least 75% of the Directors participating in the Board meeting, determine whether to confirm or to revoke the resolution.
- (e) The Member must be notified in writing of the decision of the Board within seven (7) days. If the Board resolves to confirm the expulsion or suspension, the Member must also be notified of the right of appeal available under **clause 11.2(a)**.
- (f) A resolution confirmed by the Board under **clause 11.1(d)** does not take effect:
  - (i) until the expiration of the period within which the Member is entitled to appeal against the resolution where the Member does not exercise the right of appeal within that period; and
  - (ii) where, within that period, the Member exercises the right of appeal, unless and until the Company confirms the resolution pursuant to **clause 11.2(d)(ii)**.

- (g) The Board may delegate any of its powers under this clause 11.1 to a committee established for that purpose.

## **11.2 Right of Appeal of Disciplined Member**

- (a) The Board will establish a committee for the purpose of hearing and determining appeals from a decision of the Board under clause 11.1. (**Appeals Committee**). The Appeals Committee will comprise an independent panel of three experts, all chosen by the Board. The experts will be chosen based upon the nature of the alleged misconduct by the Member. The Appeals Committee may seek advice from any relevant source.
- (b) A Member may lodge an appeal with the Appeals Committee in relation to a resolution of the Board, which is confirmed under **clause 11.1(d)**. Written notice of such an appeal must be lodged with the Secretary within seven (7) days of service of the notice under **clause 11.1(e)**.
- (c) Within thirty-five (35) days after receipt of a notice of appeal from the Member pursuant to **clause 11.2(b)**, the Appeals Committee must convene a meeting for the purposes of hearing and determining the appeal.
- (d) At any Appeals Committee meeting convened under **clause 11.2(c)**:
- (i) the Member must be given the opportunity to state their case orally or in writing, or both using any technology (reasonably available to the Appeals Committee) that gives the Member a reasonable opportunity to do so; and
  - (ii) the Appeals Committee must vote by ballot on the question of whether the resolution will be confirmed.
- (e) The Appeals Committee's decision, pursuant to **clause 11.2(d)(ii)** is final. The Member is not entitled to appeal the Appeals Committee's decision.
- (f) A Member who is the subject of a disciplinary procedure under clause 11.1 or who lodges an appeal under clause 11.2 is entitled to:
- (i) subject to **clause 11.2(f)(ii)**, bring a support person to any meeting with the Appeals Committee or the Board, which meetings are being held pursuant to this **clause 11**; and
  - (ii) if the support person is legally qualified, the Member must notify the Disciplinary Committee or the Board (as the case may be) at least five (5) business days before the meeting that the support person attending the meeting is legally qualified.
- (g) Natural justice will be applied during any disciplinary process under this **clause 11**, requiring the Board and Appeals Committee to act fairly, in good faith and without bias or conflict of interest when making its decision.

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**12 Resolution of Disputes Between Members**

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- (a) Disputes between Members (in their capacity as Members), shall be referred to the Board which must take steps to resolve the dispute.
- (b) If a dispute so referred is not resolved to the satisfaction of any party to the dispute within thirty (30) days of its being referred, then that party may refer the dispute to mediation before a mediator appointed by mutual agreement of the parties.
- (c) Failing agreement by the parties to the appointment of a mediator within fourteen (14) days of a party notifying the other party of its intention to refer the dispute to mediation, the appointment of the mediator shall be made by the President of the Law Institute of New South Wales.
- (d) The costs of the mediator appointed pursuant to **clause 12(b)** or **clause 12(c)** (as the case may be) shall be shared equally between the Members party to the dispute.
- (e) At least seven (7) days before a mediation session established by a mediator appointed pursuant to **clause 12(b)** or **clause 12(c)** (as the case may be) is to commence, the parties to the dispute are to exchange statements of the issues that are in dispute between them and supply copies to the mediator.

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**13 Representative**

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- (a) This **clause 13** only applies to Members who are body corporates or applicants for Membership who are body corporates.
- (b) Every Member or applicant for Membership who is not a natural person must appoint as its Representative a natural person.
- (c) The name and address of the Representative will be entered in the Register as the representative of that Member.
- (d) All correspondence and notices from the Company will be served on that Representative and any notice served on a Representative will be deemed to be service on the Member which is represented by that particular Representative.
- (e) If the appointment of a Representative by a Member is made by reference to a position held, the appointment must identify the position.
- (f) Despite **clause 7.2**, a Member may remove and replace a Representative where the Member gives written notice to the Board in a form approved by the Board.
- (g) A Member must give written notice to the Board in the form approved by the Board of any change to any Representative's name or address.
- (h) A signature by a Representative of a Member on behalf of that Member is taken to be the signature of that Member for the purposes of this Constitution.
- (i) Any power or right of a Member as granted by this Constitution can be exercised by the Representative of that particular Member.

- (j) Members who are not natural persons are represented at meetings of Members by their Representatives, subject to the right of a Representative to appoint a proxy pursuant to **clause 28**.
- (k) The actions of a Representative bind the Member which is represented by that particular Representative.
- (l) Each Representative will comply with the terms of this Constitution in all matters pertaining to the Company as if a Member himself or herself.

## GENERAL MEETINGS OF MEMBERS

### 14 Convening of General Meetings of Members

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- (a) The Board may convene a general meeting when they think fit. The lesser of:
  - .
- (b) Members may require a general meeting to be convened in accordance with the provisions of the Act.
- (c) A general meeting of the Company may be convened at two (2) or more venues using any technology that gives the Members a reasonable opportunity to participate in the meeting.

### 15 Notice of General Meeting of Members

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- (a) Subject to consent to shorter notice being given in accordance with the Act, at least twenty-one (21) days' notice of any general meeting must be given specifying:
  - (i) the place, day and hour of the meeting;
  - (ii) the general nature of any business to be transacted at the meeting;
  - (iii) if a special resolution is to be proposed, set out that resolution;
  - (iv) if the meeting is to be held in two or more places, the technology that will be used to facilitate this; and
  - (v) any other information required by the Act.
- (b) The accidental omission to give notice of any general meeting to or the non-receipt of notice of a meeting by any person entitled to receive notice will not invalidate the proceedings at, or any resolution passed at, the meeting.
- (c) Subject to **clause 55(b)**, notice of every general meeting must be given in any manner authorised by this Constitution to:
  - (i) every Member;
  - (ii) every Director; and



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- (iii) the auditor for the time being of the Company (if any).

## **16 Cancellation or Postponement of General Meeting of Members**

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- (a) Subject to the provisions of the Act and this Constitution, the Board may cancel a general meeting of the Company:
  - (i) convened by the Board; or
  - (ii) which has been convened by a Member or Members pursuant to **clause 14(b)** upon receipt by the Company of a written notice withdrawing the requisition signed by that Member or those Members.
- (b) The Board may postpone a general meeting or change the venue at which it is to be held. No business shall be transacted at any postponed meeting other than the business stated in the notice to the Members relating to the original meeting.
- (c) Where any general meeting is cancelled or postponed or the venue for a general meeting is changed:
  - (i) the Board must endeavour to notify in writing each person entitled to receive notice of the meeting of the cancellation, the change of venue or the postponement of the meeting by any means permitted by this Constitution and in the case of the postponement of a meeting, the new place, date and time for the meeting; and
  - (ii) any failure to notify in writing any person entitled to receive notice of the meeting or failure of a person to receive a written notice shall not affect the validity of the cancellation, the change of venue or the postponement of the meeting.

## **PROCEEDINGS AT GENERAL MEETINGS OF MEMBERS**

### **17 Quorum**

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- (a) No business may be transacted at any general meeting unless there is a quorum of Members Present at all times during the meeting.
- (b) Ten per cent (10%) of all Voting Members who are Members Present in person or by proxy or attorney or Representative shall constitute a quorum.
- (c) If within thirty (30) minutes after the time appointed for holding a general meeting a quorum is not present:
  - (i) the meeting, if convened upon the requisition of Members, shall be dissolved;
  - (ii) in any other case:

- (A) it will stand adjourned to such other day time and place as the Board may by notice to the Members appoint; and
- (B) if at such adjourned meeting a quorum is not present within thirty (30) minutes after the time appointed for the holding of the meeting, the meeting shall be dissolved.

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**18 Chairperson**

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

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**19 Adjournments**

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- (a) The Chairperson of a general meeting at which a quorum is present:
  - (i) may adjourn a meeting with the consent of the meeting; and
  - (ii) must adjourn the meeting if the meeting so directs;to a time and place as determined.
- (b) No business may be transacted at any adjourned general meeting other than the business left unfinished at the meeting from which the adjournment took place.
- (c) A resolution passed at a meeting resumed after an adjournment is passed on the day it was passed.
- (d) It is not necessary to give any notice of an adjournment of a general meeting or of the business to be transacted at the adjourned meeting except if the meeting is adjourned for thirty (30) days or more, in which case notice of the adjourned meeting must be given as in the case of an original meeting.

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**20 Determination of Questions**

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

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**21 Polls**

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

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**22 Voting Rights**

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

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**23 Voting Disqualification**

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No person other than:

- (a) a Voting Member;
  - (b) a proxy of a Voting Member; or
  - (c) a Representative of a Voting Member;
- shall be entitled to a vote at a general meeting.

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**24 Objection to Qualification to Vote**

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

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**25 Persons of Unsound Mind and Minors**

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- (a) A Member:
  - (i) of unsound mind; or
  - (ii) whose person or estate is liable to be dealt with in any way under the law relating to mental health; or
  - (iii) who is a minor;

may vote whether on a show of hands or on a poll by that Member's committee or by such other person as properly has the management or guardianship of that Member's estate or by the public trustee (as the case may be) and the committee or other person or trustee may vote by proxy or representative.
- (b) Any person having the right of management or guardianship of the person or estate in respect of a Member as referred to in **clause 25(a)** must not exercise any of the rights conferred under that clause unless and until the person has provided to the Board satisfactory evidence of the appointment of the person accordingly.

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**26 No Casting Vote for Chairperson**

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

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**27 Rights of Non-Members to Attend General Meeting**

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

## PROXIES

### 28 Rights to Appoint Proxies

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

### 29 Appointing a Proxy

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#### 29.1 Appointing a Proxy

The instrument appointing a proxy must be in writing signed by the appointor or the appointor's attorney duly authorised in writing.

#### 29.2 Instrument of Proxy

- (a) The instrument of proxy is valid if it contains the following information, or any additional information required by the Act:
  - (i) the name and address of the Member (or a Representative of a Member, if applicable);
  - (ii) the name of the Company;
  - (iii) the proxy's name or the name of the office of the proxy; and
  - (iv) the meetings at which the instrument of proxy may be used.
- (b) An instrument of proxy may be expressed to be a standing appointment. An instrument of proxy for a specified meeting is only valid for that meeting and any postponement or adjournment of that meeting.
- (c) An instrument of proxy shall not be treated as invalid merely because it does not specify all of the information required by **clause 29.2(a)**.
- (d) An instrument of proxy may be revoked at any time by notice in writing to the Company.

### 30 Lodgement of Proxies

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- (a) An instrument appointing:
  - (i) a proxy and the power of attorney or other authority (if any) under which it is signed or executed or a certified copy of that power or authority; or

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- (ii) an attorney to exercise a Member's voting rights at a general meeting or a certified copy of that power of attorney,
- must be deposited at the Office or at such other place as is specified for that purpose in the notice convening the general meeting not less than twenty four (24) hours (or such shorter period as the Board may allow) before the time appointed for the holding of the meeting or adjourned meeting as the case may be at which the person named in the instrument proposes to vote. In default, the instrument of proxy or the power of attorney will not be treated as valid.
- (b) For the purposes of this **clause 30** it will be sufficient that any document required to be lodged by a Member or a Representative of a Member be received in legible form by facsimile at the place at which the document is required to be delivered by the Member or a Representative of a Member and the document shall be regarded as received at the time the facsimile was received at that place.
- (c) For the purposes of this **clause 30** it will be sufficient that any document required to be lodged by a Member or a Representative of a Member be received in legible form by email or other electronic transmission if the notice of meeting so permits at the address and in the form specified in the notice and the proxy shall be regarded as received at the time of the receipt of the email or other electronic transmission by the Company.

### **31 Validity of Proxies**

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- (a) A vote exercised pursuant to an instrument of proxy, a power of attorney or other instrument of appointment is valid notwithstanding:
- (i) the death or unsoundness of mind of the Member or a Representative of a Member;
  - (ii) the bankruptcy or liquidation of the Member or a Representative of a Member;
  - (iii) the revocation of the instrument of proxy or the power of attorney or any instrument under which the instrument or the power was granted,
- if the Company has not received at its Office written notice of the death, unsoundness of mind, bankruptcy, liquidation or revocation at least forty eight (48) hours (or such shorter period as the Board may allow) prior to the time appointed for the holding of the general meeting or adjourned meeting, as the case may be, at which the instrument of proxy or the power of attorney is exercised.
- (b) A proxy who is not entitled to vote on a resolution as a Member or a Representative of a Member may vote as a proxy for another Member or a Representative of a Member who can vote if the appointment specifies the way the proxy is to vote on the resolution and the proxy votes that way.

- (c) Except on a show of hands, a proxy may vote as more than one Member or Representative of a Member if the proxy holds appointments for those Members or Representatives which specify the way the proxy is to vote on the resolution and the proxy votes that way.

## **32 Rights of Proxies and Attorneys**

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- (a) The instrument appointing a proxy will be taken to confer authority to demand or join in demanding a poll.
- (b) Subject to **clause 31(b)**, unless a Member or a Representative of a Member by the instrument of proxy directs the proxy to vote in a certain manner the proxy may vote as the proxy thinks fit on any motion or resolution. Otherwise the proxy shall follow the voting instructions contained in the instrument of proxy.
- (c) A proxy will not be revoked by the appointor attending and taking part in any general meeting, but if the appointor votes on a resolution either on a show of hands or on a poll the person acting as proxy for the appointor shall not be entitled to vote in that capacity in respect of the resolution.
- (d) The Chairperson of a general meeting may require any person acting as a proxy to establish to the satisfaction of the Chairperson that he or she is the person nominated as proxy in the form of proxy lodged under this Constitution. If the person is unable to establish his or her identity, he or she may be excluded from voting either upon a show of hands or upon a poll.

## **DIRECTORS**

### **33 Number and Appointment of Directors**

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#### **33.1 Number of Directors**

The Board of Directors shall consist of not less than seven (7) and not more than eleven (11) people.

#### **33.2 Composition of Board**

- (a) The Board shall consist of:
- (i) up to nine (9) Elected Directors; and
  - (ii) up to two (2) Co-Opted Directors.
- (b) At all times that he or she is holding office as a Director, an Elected Director must either:
- (i) be and have been a Member for the preceding two (2) years; or
  - (ii) be and have been a Representative or employee or director of a Member for the preceding two years.

- (c) Co-opted Directors need not be Members or Representatives.

### 33.3 Term and Retirement of Directors

- (a) Subject to clause 33.4, Elected Directors are elected for a term of three years.
- (b) Co-opted Directors are appointed for a term of three years.
- (c) At each annual general meeting, any Elected Director who has held office for three years since last being elected must retire from office but subject to clause 33.3(d) is eligible for re-election.
- (d) A retiring Elected Director holds office until the conclusion of the meeting at which that Elected Director retires.
- (e) The maximum continuous period for which a person may hold office as a Director is nine years (**Maximum Continuous Period**) but does not include a period from a person's appointment to fill a casual vacancy under clause 38.
- (f) A person who has served as a Director for the Maximum Continuous Period is not eligible for nomination, election or appointment as a Director for a period of three years following completion of that Maximum Continuous Period.

### 33.4 Rotation of Elected Directors

The following applies in respect of rotation of Elected Directors:

- (a) At each annual general meeting one-third of Elected Directors, or if their number is not three or a multiple of three then the number nearest one-third, must retire from office.
- (b) The Elected Directors who must retire from office in accordance with this clause 33.4, but subject to the Maximum Continuous Period are eligible to stand for re-election at the annual general meeting, are as follows:
- (i) each Elected Director who, if they do not retire from office at that annual general meeting, would hold office past the third annual general meeting following the Director's last election or re-election;
  - (ii) any Elected Director appointed by the Board under clause 36; and
  - (iii) those Elected Directors who have been longest in office since their last election. As between persons who were last elected as Elected Directors on the same day, then in default of agreement, those to retire will be determined by lot.



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**33.5 President and Vice-President**

- (a) The Board must elect a Director to the position of President and a Director to the position of Vice-President at least annually and in any event at the first meeting of the Board following an annual general meeting. Subject to this clause 33.5, the Board may determine the period for which a Director is to be President or Vice-President.
- (b) The appointment of a President or Vice-President terminates immediately upon their retirement or removal as a Director.

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**34 Election and appointment of Directors**

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**34.1 Elected Directors**

- (a) Nominations of candidates for election as Elected Directors:
  - (i) shall be in writing in a form prescribed by the Board signed by two Voting Members and be accompanied by the written consent of the nominee (which may be endorsed on the nomination); and
  - (ii) shall be delivered to the Secretary (or other person authorised by the Board for the purpose) not later than six weeks prior to the annual general meeting.
- (b) If insufficient nominations are received to fill all positions on the Board which are to be filled at the election, the candidate or candidates nominated shall be deemed to be elected.
- (c) If insufficient nominations are received, any unfilled positions remaining on the Board shall be deemed to be casual vacancies.
- (d) If the number of nominations received is equal to the number of positions to be filled, the persons nominated shall be taken to be elected.
- (e) If the number of nominations received exceeds the number of positions to be filled, a ballot shall be held.
- (f) Results of the election and any ballot will be announced at the annual general meeting.
- (g) The election of a Director takes effect at the conclusion of the relevant annual general meeting

**34.2 Co-opted Directors**

The Board may at any time appoint any person, whom the Board determines will bring required skills and experience to the Board to enable the Board to advance the Objects, to be a Co-opted Director to fill the positions provided for in **clause 33.2(a)(ii)**.

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**35 General Right to Appoint Directors**

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The Board may act despite any vacancy in their body but if the number falls below the minimum fixed in accordance with **clause 33.1** the Board may act:

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

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**36 Casual Vacancy of Elected Director**

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- (a) In the event of a casual vacancy of an Elected Director, the Board may appoint a Member or Representative or employee or director of a Member who satisfies **clause 33.2(b)**.
- (b) Any Director appointed pursuant to **clause 36(a)** must retire at the next annual general meeting following the date of the appointment but is eligible for election at that meeting.

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**37 Acting President or Vice-President**

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- (a) In the event of a vacancy occurring in the position of President, the Vice-President shall assume office as acting President and shall hold that office until the conclusion of the next annual general meeting.
- (b) In the event of a vacancy occurring in the position of Vice-President, the Directors shall elect one of their number as acting Vice-President, who shall hold office until the conclusion of the next annual general meeting.
- (c) If either the President or Vice-President is temporarily absent or temporarily unable to perform his or her duties, the Board may elect another Director to act in the relevant position during the absence or inability of the President or Vice-President (as the case may be).
- (d) Nothing in **clause 37** permits any person to simultaneously hold the position of President and Vice-President.

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**38 Alternate Directors**

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Alternate Directors shall not be permitted.

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**39 Vacation of Office**

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

- (b) The office of a Director shall become vacant if the Director:
- (i) dies;
  - (ii) in the case of an Elected Director, ceases to satisfy the requirement in **clause 33.2(b)**;
  - (iii) becomes bankrupt or makes any arrangement or composition with creditors generally;
  - (iv) becomes prohibited from being a director of, or managing, a company by reason of any order made under the Act;
  - (v) becomes of unsound mind or a person whose personal estate is liable to be dealt with in any way under the law relating to mental health;
  - (vi) resigns by notice in writing to the Company; or
  - (vii) is absent without permission of the Board from three (3) consecutive Board meetings.

## **POWERS AND DUTIES OF DIRECTORS**

### **40 Powers of Directors**

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

### **41 Negotiable Instruments**

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

- (a) a Director;
  - (b) the Secretary;
  - (c) the chief executive officer of the Company; or
  - (d) another staff member of the Company,
- to sign such instruments.

### **42 Conferment of Powers**

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- (a) The Board may from time to time confer upon any Director for the time being or any other person as they may select such of the powers exercisable under this Constitution by the Board as it may think fit for such time and to be exercised for

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such purposes and on such terms and conditions and with such restrictions as it may think expedient.

- (b) Powers conferred under this **clause 42** may be exercised concurrently with the powers of the Board in that regard and the Board may from time to time withdraw, revoke or vary all or any of such powers.

## DIRECTORS' DISCLOSURE OF INTERESTS

### 43 Contracts

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

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**PROCEEDINGS OF DIRECTORS****44 Meetings of Directors**

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- (a) The Board may meet together for the despatch of business, adjourn and otherwise regulate their meetings and proceedings as it thinks fit provided that they shall physically meet together not less than three (3) times each calendar year.
- (b) A Director may at any time, and the Secretary upon the request of a Director shall, convene a meeting of Board by giving at least twenty-four (24) hours' notice of the meeting to all Directors, except a Director who the person convening the meeting reasonably believes to be outside Australia.
- (c) Reasonable notice must be given to every Director of the place, date and time of every Board meeting. Notice of a Board meeting may be given by such means as have been agreed by all the Directors.
- (d) A Board meeting may be convened or held using any technology consented to by all Directors. The consent may be a standing one. A Director may withdraw consent to the use of a particular technology within a reasonable time period before a Board meeting.
- (e) All resolutions of the Directors passed at a meeting of the Board where a quorum is present but where notice of the meeting has not been given as required to each Director, or any act carried out pursuant to such resolution, shall, provided each Director to whom notice was not given subsequently agrees to waive the same, be as valid as if notice of the meeting had been duly given to all Directors. Attendance by a Director at a meeting of Directors waives any objection which that Director may have to a failure to give notice of the meeting.

**45 Quorum**

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- (a) The quorum necessary for the transaction of the Board's business is Directors personally present (or in conference in accordance with **clause 44**) who represent a majority of the total number of Directors.
- (b) A quorum must be present at all times during the meeting.
- (c) A Director who is disqualified from voting on a matter pursuant to **clause 43** shall be counted in the quorum despite that disqualification.

**46 Chairperson**

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- (a) The President elected in accordance with clause 37 shall preside as Chairperson at every meeting of the Board.
- (b) If a meeting of the Board is held and the Chairperson is not present within ten (10) minutes after the time appointed for the holding of the meeting or, if present,

does not wish to chair the meeting, then the Vice President shall preside as the Chairperson. If the Vice President is not present within ten (10) minutes after the time appointed for the holding of the meeting or, if present, does not wish to chair the meeting, then the other Directors present must elect one of their number to be Chairperson of the meeting.

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**47 Voting**

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- (a) A resolution of the Board must be passed by a majority of votes of the Directors present at the meeting who vote on the resolution. A resolution passed by a majority of the votes cast by the Directors will for all purposes be taken to be a determination of the Board.
- (b) Each Director shall have one (1) vote.
- (c) In case of an equality of votes at a meeting of the Board, the Chairperson does not have a casting vote in addition to a deliberative vote.

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**48 Resolutions by Directors**

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

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**49 Committees**

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- (a) Subject to **clause 49(b)**, the Board may form and delegate any of its powers to a Committee consisting of such Directors and other persons as it thinks fit and may from time to time revoke such delegation. All such Committees must be chaired by a Director.

- (b) The Board has the power to require any Committee to have all decisions made by that Committee ratified by the Board.
- (c) A Committee must in exercise of the powers delegated to it conform to any directions and restrictions that may be imposed on it by the Board. A power so exercised shall be taken to be exercised by the Board.
- (d) The meetings and proceedings of any Committee consisting of more than one person will be governed by the provisions for regulating the meetings and proceedings of the Board contained in this Constitution.
- (e) A minute of all the proceedings and decisions of every Committee shall be made, entered and signed in the same manner in all respects as minutes of proceedings of the Board are required by the Act and this Constitution to be made entered and signed. A copy of these minutes shall be tabled at the next Board meeting.
- (f) Without limiting the power of the Board to form and delegate any of its powers to a Committee pursuant to **clause 49(a)**, the Board shall form a Finance Committee.

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**50 Validation of Acts of Directors**

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All acts done:

- (a) at any meeting of the Board; or
- (b) by any person acting as a Director,

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

**MINUTES**

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**51 Minutes**

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- 51.1 The Company must keep minute books in which it records:
- (a) proceedings and resolutions of General meetings;
  - (b) proceedings and resolutions of Board meetings;
  - (c) proceedings of Committee meetings;
  - (d) resolutions passed by Members without a meeting; and

- (e) resolutions passed by the Board without a meeting.

51.2 The Company must ensure that the minutes of a meeting are signed by the Chair of the meeting at which the proceedings were held or by the Chair of the next succeeding meeting, within a reasonable time after the meeting.

## SECRETARY

### **52 Appointment and Tenure**

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- (a) There must be at least one Secretary appointed by the Board for a term and on conditions determined by the Board.
- (b) The Board may remove any Secretary so appointed.

## EXECUTION OF DOCUMENT

### **53 Execution of Documents**

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

## ACCOUNTS AND INSPECTION OF RECORDS

### **54 Accounts and Inspection**

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The Board shall:

- (a) cause proper financial records to be kept and must, where required by the Act, distribute copies of the financial reports of the Company and a Director's report in accordance with the requirements of the Act; and
- (b) from time to time determine whether and to what extent and at what times and places and under what conditions or regulations the accounting and other records of the Company or any of them will be open to the inspection of Members.



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**NOTICES****55 Service of Notices**

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

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**WINDING UP****56 Winding Up**

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- (a) If any surplus remains following the winding up of the Company, the surplus will not be paid to or distributed amongst Members, but will be given or transferred to another institution or corporation which has:
- (i) objects which are similar to the Objects;
  - (ii) a constitution which requires its income and property to be applied in promoting its objects; and
  - (iii) a constitution which prohibits it from paying or distributing its income and property amongst its Members to an extent at least as great as imposed on the Company by **clause 5.2(b)**.
- (b) The identity of the corporation or institution is to be determined:
- (i) by the Board; or
  - (ii) if the Board does not decide or does not wish to decide, then by the Members;

in writing at or before the time of dissolution and failing such determination being made, by application to the Supreme Court of New South Wales for determination.

**INDEMNITY****57 Indemnity**

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

- (a) it is in respect of a liability to another person (other than the Company or a related body corporate to the Company) where the liability to the other person does not arise out of conduct involving a lack of good faith; or
- (b) it is in respect of a liability for costs and expenses incurred:
  - (i) in defending proceedings, whether civil or criminal, in which judgment is given in favour of the Officer (or former Officer) or in which the Officer (or former Officer) is acquitted; or

- (ii) in connection with an application, in relation to such proceedings, in which the court grants relief to the Officer (or former Officer) under the Act.

## **58 Payment of Indemnity Policy Premium**

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- (a) To the extent permitted by law the Company may at the discretion of the Board enter into and/or pay a premium in respect of a policy of insurance insuring an Officer (or former Officer) of the Company against any liability incurred by such person in that capacity (whether in respect of acts or omissions prior to or after the date of the issue of the policy or both) except for:
  - (i) a liability arising out of conduct involving a wilful breach of duty in relation to the Company; or
  - (ii) a contravention of sections 182 or 183 of the Act.
- (b) The Board shall have the discretion to approve the terms and conditions of any such policy of insurance.
- (c) Where an Officer (or former Officer) has the benefit of an indemnity pursuant to an insurance policy in respect of his or her actions or omissions then the Company shall not be required to indemnify the Officer under **clause 57** except to the extent that the indemnity affected by the insurance policy does not fully cover the person's liability.

## **59 Indemnity to Continue**

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The indemnity granted by the Company contained in **clauses 57** and **58** shall continue in full force and effect notwithstanding the deletion or modification of that clause, in respect of acts and omissions occurring prior to the date of the deletion or modification.

## **60 Transitional arrangements**

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### **60.1 Transition – Term of Office**

The following applies to those Directors in office on the date this Constitution is adopted:

- (a) A Director who was elected at the 2016 annual general meeting must retire from office at the 2018 Annual General Meeting but is eligible for re-election at that meeting. [Mosstyn Howell – elected for initial 2-year term 2016 – must retire 2024. Elect 2 additional Directors at that meeting, three-year term applies to those Directors]

- (b) A Director who was first elected at the 2015 Annual General Meeting must retire from office at the 2019 annual general meeting but is eligible for re-election at that meeting. [Prior, Smylie, Ryan – initially elected 2015 – must retire 2022]
- (c) The term of office of those Directors who were initially elected at the 2017 annual general meeting will be three years, and those Directors must retire from office at the 2020 annual general meeting but are eligible for re-election at that meeting. [Sidwell, English, Bryant – initially elected 2017 - must retire 2026]

## **60.2 Transition – Maximum Continuous Period**

The Maximum Continuous Period that applies to those Directors in office on the date this Constitution is adopted is as follows:

- (a) in respect of any Director who was first elected at the 2015 annual general meeting, the Maximum Continuous Period is 7 years;
- (b) in respect of any Director who was first elected at the 2016 annual general meeting, the Maximum Continuous Period is 8 years; and
- (c) in respect of any Director who was first elected at the 2017 annual general meeting, the Maximum Continuous Period is 9 years

For the purposes of calculating the Maximum Continuous Period under this clause 60.2, the time a Director has held office as a Director will be counted as if this clause 60.2, had been in place on the date the Director first took office.

## **60.3 President and Vice President**

The President and Vice President in office when this Constitution becomes effective remains the President and Vice President until they are replaced as President and Vice President in accordance with this Constitution.

## **60.4 Removal of transitional clauses**

Immediately there are no Directors in office whose term of office and term limits are subject to clauses 60.1 and 60.2, these clauses 60.1 to 60.4 shall then cease to have a purpose and shall be removed from the Constitution and be replaced with the word 'deleted (date)'.