

**CORPORATIONS ACT 2001**  
**A Public Company Limited by Guarantee**  
**and not having a Share Capital**

**CONSTITUTION**  
**of**  
**SYDNEY COMMUNITY COLLEGE LIMITED**  
**ACN 136 500 313**

**Registered Office**  
**Level 1, 483 Riley Street Surry Hills NSW 2010**

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## **NAME**

1. The name of the Company is "Sydney Community College Limited".

## **DEFINITIONS**

In this Constitution, the following words and expressions have the meanings indicated unless the context requires otherwise:

"Board" means the Directors of the Company acting as a board.

"By-laws" means and include regulations.

"Community College Activities" means a range of education, training and consulting services connected with skills based adult education.

"College" means Sydney Community College

"Constitution" means the constitution of the Company as amended from time to time.

"Director" means a member of the Board.

"Financial member" is a member who has paid all subscription money payable by him or her to the Company by the due date for payment.

"In writing" and "written" include any mode of representing or reproducing words, figures, drawings or symbols in a visible form.

"Member" means a person who is a member of the Company under section 231 of the Act.

"Membership year" means the period or periods for which a subscription is payable or paid to the Company.

"Month" means calendar month.

"Office-bearer" means a Director holding one of the positions referred to in Clause 46.

"Officer" means an officer as defined in Section 9 of the Act, and includes all Directors and the Secretary.

"Principal" means the person employed by the College as its Secretary and Public Officer

"Secretary" means the secretary of the Company whose duties are set out in Clause 63.

"Special Resolution" has the same meaning as in the Act.

"Special General Meeting" means a general meeting of the Company other than an annual general meeting.

"the Act" means the Corporations Act 2001. When any provision of the Act is referred to the reference is to that provision as modified by any law for the time being in force. Unless the contrary intention appears, expressions defined in the Act or any modifications thereof made by any law in force, at the date at which those provisions become binding on the Company shall have the meaning so defined.

"the Company" means Sydney Community College Ltd.

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

"the Regulation" means the Corporations Regulation 2001

Words importing the singular number include the plural and vice versa, and words importing the masculine gender include the feminine gender and vice versa.

### **INTERPRETATION**

2. A decision of the Board on the construction or interpretation of this Constitution, or on any By-laws or regulations of the Company made pursuant to this Constitution or on any matter arising therefrom, shall be conclusive and binding on all members of the Company, subject to such construction or interpretation being varied or revised by the members of the Company in general meeting or by the Supreme Court of New South Wales.
3. The replaceable rules which are contained in the Act are hereby excluded and shall not apply to the Company except in so far as they are repeated or contained in this Constitution.

### **NATURE OF THE COMPANY**

4. The Company is a public Company limited by guarantee and does not have a share capital.
5. The Company is a not for profit enterprise for the benefit of its membership and the community.
6. Any profits or other income of the Company shall be applied only to the promotion of the objects of the Company and shall not be paid to or distributed among the members of the Company.
7. The Company is established for the objects set out in this Constitution.

## **OBJECTS**

8. The objects for which the Company is established are:
- (i) To conduct the Community College Activities in the State of New South Wales.
  - (ii) To plan and conduct education programmes and provide other learning activities to meet the educational needs and interests of adults in local communities.
  - (iii) To work in co-operation with appropriate organisations in developing educational programmes and other activities as deemed necessary.
  - (iv) And to do such other things as the Board deems desirable to enhance the first of these objectives.

The interpretation of this Clause the meaning and effect of any object shall not be restricted by any other object and that each object shall be construed and have effect as an independent power and that this Clause is to be construed so as to widen and not restrict the powers of the Company.

9. The Company has all the powers of an individual and a body corporate but does not have the power to issue shares.
10. The income and property of the Company, howsoever derived, shall be applied solely towards the promotion of the objects of the Company as set forth in this Constitution and no portion thereof shall be paid or distributed among the members of the Company, provided that nothing herein shall prevent the payment in good faith of any honorarium or remuneration to any officers or employees of the Company or any member of the Company or other person in return for any services actually rendered to the Company, or payment of out-of-pocket expenses to any officer, employee or member which have been incurred in the course of carrying out duties or responsibilities in relation to the Company, or reasonable and proper rent for premises demised or let to the Company by any member of the Company or any other payment to a member which is permitted or is not prohibited by the Act.

## **WINDING UP**

11. The liability of the members of the Company is limited.
12. Each member of the Company undertakes to contribute to the assets of the Company in the event of the Company being wound up during the time that he or she is a member or within one year thereafter for payment of the debts and liabilities of the Company contracted before the time at which he or she ceases to be a

member and of the costs, charges and expenses of winding up and for the adjustment of the rights of the contributories amongst themselves such amount as may be required not exceeding the amount outstanding in respect of their current membership fees or \$10.00, whichever is higher.

13. If upon the winding up or dissolution of the Company any property remains, after the satisfaction of all its debts and liabilities, that property shall not be paid to or distributed among the members of the Company but shall be given up or transferred to some other institution or institutions having objects similar or in part similar to the objects of the Company and which shall also prohibit the distribution to its or their members.

### **MEMBERSHIP**

14. The Company must have at least one member.
15. The Board may set a limit on the maximum number of members.
16. A person is qualified to be a member of the Company if, and only if:
  - (i) The person was, at the date of the passing of the Special Resolution adopting this Constitution, a member of the Sydney Community College Incorporated; or
  - (ii) The person is a natural person who:
    - (A) Who pays the membership fee prescribed at each Annual General Meeting; and
    - (B) Has been approved for membership of the Company by the Board.
17. The Secretary will, on payment by the nominee of the amounts referred to in clause 31 within the period referred to in that clause, enter the nominee's name in the register of members and, upon the name being so entered, the nominee becomes a member of the Company.
18. The Board has power to make By-laws regulating all matters in connection with the acceptance of a member not otherwise provided for in this Constitution.
19. When a person has been accepted for membership the Secretary shall enter that persons name and details in the Company's register of members. The member so elected is deemed to have agreed to be bound by this Constitution and the By-laws from time to time in force.

### **RIGHTS OF MEMBERS**

20. Members shall (subject to Clause 16) be eligible to nominate, stand for, and vote at the election of the Board, and shall be eligible to attend and to vote at general meetings on all resolutions including Special Resolutions.
21. Each member who is eligible to vote shall have one vote.

### **CESSATION OF MEMBERSHIP**

22. A person ceases to be a member of the Company if the person:
  - (i) Fails to renew their membership;
  - (ii) Dies;
  - (iii) Resigns that membership; or
  - (iv) Is expelled from the Company.

### **MEMBERSHIP ENTITLEMENTS NOT TRANSFERABLE**

23. A right, privilege or obligation which a person has by reason of being a member of the Company:
  - (i) Is not capable of being transferred or transmitted to another person; and
  - (ii) Terminates upon cessation of the person's membership.

### **RESIGNATION OF MEMBERSHIP**

24. A member of the Company is not entitled to resign that membership except in accordance with this Clause.
25. A member of the Company who has paid all amounts payable by the member to the Company in respect of the member's membership may resign from membership of the Company by first giving notice (being not less than 1 month or not less than such other period as the Board may determine) in writing to the Secretary of the member's intention to resign and, upon the expiration of the period of notice, the member ceases to be a member.
26. Where a member of the Company ceases to be a member pursuant to clause 22, and in every other case where a member ceases to hold membership, the Secretary will make an appropriate entry in

the register of members recording the date on which the member ceased to be a member.

27. Every person ceasing to be a member of the Company (whether by resignation, expulsion, being removed from the register of members, neglecting to pay the entrance fee or subscription or otherwise) shall upon and by reason of such cessation of membership forfeit all rights as a member of the Company, provided that such person shall remain liable for any subscription and all arrears thereof due and unpaid at the date of cessation of that person's membership of the Company and any other money due by that person at the date of cessation of that person's membership of the Company or for which that person is or may become liable under this Constitution.

### **REGISTER OF MEMBERS**

28. The Secretary of the Company will establish and maintain a register of members of the Company specifying the name and address of each person who is a member of the Company together with the date on which the person became a member.
29. The register of members will be kept at the principal place of administration of the Company and will be open for inspection, free of charge, by any member of the Company at any reasonable hour.
30. A member must advise the Secretary of any change in his or her address.

### **ENTRANCE FEES, SUBSCRIPTIONS AND LEVIES**

31. Member's subscriptions shall be paid annually. The time and manner of payment thereof and all other matters relating thereto not especially provided for by this Constitution shall be as prescribed by the Board from time to time.
32. The entrance fees and subscriptions and levies, charges and other amounts payable by members of the Company shall be such as the Board may from time to time prescribe.
33. If the entrance fee and/or subscription or any part thereof, or any other money or part thereof, of any member is not paid within a period of one month from the date upon which it falls due for payment, the defaulting member may from that date be debarred from all privileges of membership and the person's name shall be removed from the register of members of the Company. Neither the provisions of Clause 22 of this Constitution nor the rules of natural justice shall apply to any procedure taken pursuant to this Clause.
34. The Board shall have power to make charges and levies on members for general or special purposes.

## **DISCIPLINARY PROCEEDINGS**

35. Where the Board is of the opinion that a member of the Company:
- (i) Has persistently refused or neglected to comply with a provision or provisions of these Clauses; or
  - (ii) Has wilfully acted in a manner prejudicial to the interests of the Company,  
  
the Board may, by resolution:
    - (iii) Expel the member from the Company; or
    - (iv) Suspend the member from membership of the Company for a specified period
36. A resolution of the Board under clause 35 is of no effect unless the Board, at a meeting held not earlier than 14 days and not later than 28 days after service on the member of a notice under clause 37, confirms the resolution in accordance with this Clause.
37. Where the Board passes a resolution under clause 35, the Secretary will, as soon as practicable, cause a notice in writing to be served on the member:
- (i) Setting out the resolution of the Board and the grounds on which it is based;
  - (ii) Stating that the member may address the Board at a meeting to be held not earlier than 14 days and not later than 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; and/or
    - (B) Submit to the Board at or prior to the date of that meeting written representations.
38. At a meeting of the Board held as referred to in clause 35, the Board will:
- (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 meeting; and
  - (iii) By resolution determine whether to confirm or to revoke the resolution.

39. Where the Board confirms a resolution under clause 35, the Secretary will, within 7 days after that confirmation, by notice in writing inform the member of the fact and of the member's right of appeal under Clause 42.
40. A resolution passed by the Board under Clause 35 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; or
  - (ii) Where within that period the member exercises the right of appeal, unless and until the Company confirms the resolution pursuant to Clause 45.
41. Every person ceasing to be a member of the Company (whether by resignation, expulsion, being removed from the register of members, neglecting to pay the entrance fee or subscription or otherwise) shall upon and by reason of such cessation of membership forfeit all rights as a member of the Company, provided that such person shall remain liable for any subscription and all arrears thereof due and unpaid at the date of cessation of that person's membership of the Company and any other money due by that person at the date of cessation of that person's membership of the Company or for which that person is or may become liable under this Constitution.

#### **RIGHT OF APPEAL OF DISCIPLINED MEMBER**

42. A member may appeal to the Company in general meeting against a resolution of the Board which is confirmed under Clause 35, within 7 days after notice of the confirmation of the resolution is served on the member by lodging with the Secretary a notice to that effect.
43. Upon receipt of a notice from a member under clause 44, the Secretary will notify the Board which will convene a general meeting of the Company to be held within 21 days after the date on which the Secretary received the notice.
44. At a general meeting of the Company convened under clause 45,
  - (i) No business other than the question of the appeal will be transacted;
  - (ii) The Board and the member will be given the opportunity to state their respective cases oral or in writing, or both; and
  - (iii) The members present will vote by secret ballot on the question of whether the resolution should be confirmed or revoked.

45. If at the general meeting the Company passes as special resolution in favour of the confirmation of the resolution, the resolution is confirmed.

### **THE BOARD**

46. The Board shall consist of:
- (i) a minimum of six (6) and a maximum of ten (10) Directors.
  - (ii) The Principal shall be a member of the Board and will assume the position and responsibilities of Secretary.
47. Three Director positions will be office-bearers of the Company as follows
- (i) The Chairperson;
  - (ii) Deputy Chairperson; and
  - (iii) The Principal (who is also the Public Officer and Secretary).
48. Chairperson and Deputy Chairperson, which positions shall be determined and voted on by the Board, shall hold office for a period of 12 months following their appointment, but are eligible for re-election.
49. Each Director of the Board will, subject to clause 59, hold office until the conclusion of the annual general meeting for a period of three years following the date of the Director's election, but is eligible for re-election.
50. In the event of a casual vacancy occurring in the membership of the Board, the Board may appoint a member of the Company to fill the vacancy and the member so appointed will hold office as a Director, subject to these clauses, until the conclusion of the annual general meeting next following the date of the appointment.

### **ELECTION OF THE BOARD**

51. Nominations of candidates for election as Directors of the Company or as ordinary Directors of the Board:
- (i) Must be made in writing, signed by 2 members of the Company and accompanied by the written consent of the candidate (which may be endorsed on the form of nomination); and
  - (ii) Must be delivered to the Secretary of the Company not less than 7 days before the date fixed for the holding of the annual general meeting at which the election is to take place.

52. If insufficient nominations are received to fill all vacancies on the Board, the candidates nominated will be deemed to be elected and further nominations will be received at the annual general meeting.
53. If insufficient further nominations are received any vacant positions remaining on the Board will be deemed to be casual vacancies.
54. If the number of nominations received is equal to the number of vacancies to be filled, the persons nominated will be deemed to be elected.
55. If the number of nominations received exceeds the number of vacancies to be filled a ballot will be held.
56. The ballot for the election of Directors of the Board will be conducted at the annual general meeting in the usual and proper manner as the Board may direct.
57. A nomination of a candidate for election under this clause is not valid if that candidate has been nominated for election to another office at the same election.
58. A Director will continue to hold that position until the person:
  - (i) Resigns by notice in writing;
  - (ii) Is absent from three consecutive meetings of the Board without permission of the Board;
  - (iii) Is removed by a resolution of the Company;
  - (iv) Becomes bankrupt or makes any arrangement or composition with creditors generally; or
  - (v) 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;
  - (vi) Ceases to be a member of the company.
59. At the first general meeting of the Company, the members of the Company who are eligible to vote shall elect up to 10 Directors for a period not exceeding 3 years. Of those elected, the Directors shall, with the exception of the Principal – who shall be excluded from this process- draw lots to determine the length of their initial term such that 3 Directors shall have an initial term of 1 year, 3 Directors shall have an initial term of 2 years and 3 Directors shall have an initial term of 3 years. If less than 9 Directors are elected, this arrangement shall apply to those elected pro rata. At each subsequent Annual General Meeting, three Directors shall be elected for a period of three years.
60. The election of the Directors of the Board is to take place in the following manner:

- (i) Any two members of the Company may nominate any other member for election to the Board.
- (ii) The nomination must be in writing, signed by the candidate, the proposer and the seconder and lodged with the Secretary at least 7 days before the Annual General Meeting at which the election is to take place.
- (iii) If insufficient nominations are received to fill all vacancies on the Board, the candidates nominated are taken to be elected and any vacant positions remaining on the Board are taken to be casual vacancies.
- (iv) If the number of nominations received is equal to the number of vacancies to be filled, the persons nominated are taken to be elected.
- (v) If the number of nominations received exceeds the number of vacancies to be filled, a ballot is to be held. Where an election is required to fill elected Director positions, the Returning Officer must prepare a ballot paper listing the names of all properly nominated candidates. The order of listing is to be determined by drawing the names at random.
- (vi) The ballot paper may identify those candidates who are presently on the Board and may be accompanied by information prepared by the candidates about themselves.
- (vii) A member wishing to vote must mark the ballot paper by placing a tick or cross opposite the names of the number of preferred candidates required to be elected to fill the vacancies and placing them in a "ballot envelope".
- (viii) In case of an equality of votes in an election for the last available position on the Board those candidates receiving equal votes may, if they are all present at the annual general meeting, decide among themselves who is to be elected. Failing such an agreement, the Returning Officer must decide who is elected by drawing the required number of names from the candidates who received an equal number of votes.

61. A retiring Director is eligible for re-election.

### **SECRETARY**

- 62. The Secretary of the Company will, as soon as practicable after being appointed as Secretary, lodge notice with the Company of his or her address.
- 63. It is the duty of the Secretary to keep minutes of:
  - (i) All appointments of office-bearers and Directors of the Board;

- (ii) The names of Directors of the Board present at a Board meeting or a general meeting; and
  - (iii) All proceedings at Board meetings and general meetings.
64. Minutes of proceedings at a meeting must be signed by the chairperson of the meeting or by the chairperson of the next succeeding meeting.
65. The Secretary shall maintain the Register of Members.

### **PRINCIPAL**

66. The Principal of the College will be the Public Officer and Secretary of the Company.

### **POWERS OF THE BOARD**

67. The Board shall be responsible for the management of the business and affairs of the Company.
68. The Board may exercise its powers and do all such acts and things as the Company is by its Constitution or otherwise authorised to exercise and do and which are not hereby or by Statute directed or required to be exercised or done by the Company in general meeting but subject nevertheless to the provisions of the Act and of this Constitution and to any regulations not being inconsistent with this Constitution from time to time made by the Company in general meeting, provided that no such regulation shall invalidate any prior act of the Board which would have been valid if such regulation had not been made. In particular, but without derogating from the general powers hereinbefore conferred, the Board shall have power from time to time:
- (i) To delegate any of its powers (other than this power of delegation) to committees consisting of such member or members of the Board or such members of the Company as it may from time to time think fit and may from time to time revoke such delegation. Any committee so formed shall in the exercise of the powers so delegated conform to any regulation or restriction that may from time to time be imposed upon it by the Board. The Chairperson shall have the right to be ex officio a member of all such committees. To appoint any delegate or delegates to represent the Company for any purpose with such powers as may be thought fit.
  - (ii) To make such By-laws not inconsistent with this Constitution as in the opinion of the Board are necessary or desirable for the proper control, administration and management of the Company's finances, affairs, interests, effects and property and for the convenience, comfort and well-being

of the members of the Company and to amend or rescind from time to time any such By-laws and without limiting the generality thereof particularly for:

- (A) Such matters as the Board is specifically by this Constitution empowered to regulate by By-law;
  - (B) The general management and control of the trading activities of the Company;
  - (C) The management and control of the Company's premises;
  - (D) The amount of entry fees and annual fees for membership;
  - (E) The privileges to be enjoyed by members;
  - (F) The relationship between members and the Company's employees (if any);
  - (G) The conduct of any election of the Board and all matters in connection therewith;
  - (H) And generally all such matters as are commonly the subject matter of Company Clauses or by-laws or which are not reserved either under the Act, this Constitution or the By-laws for decision by the Company in general meeting.
- (iii) To enforce the observance of all By-laws by suspension from enjoyment of any or all privileges of membership or otherwise as it thinks fit.
  - (iv) To purchase or otherwise acquire for the Company any property rights or privileges which the Company is authorised to acquire at such price and generally on such terms and conditions as it thinks fit.
  - (v) To secure the fulfilment of any contract or engagement entered into by the Company by mortgaging or charging all or any of the property of the Company as it thinks fit.
  - (vi) To institute, conduct, defend, compound or abandon any legal proceedings by or against the Company or its Officers or otherwise concerning the affairs of the Company and also to compound or allow time for payment and satisfaction of any debts due to any claims or demands by or against the Company and to refer any claims or demands by or against the Company to arbitration and to observe and perform the award.
  - (vii) To determine who shall be entitled to sign or endorse on the Company's behalf contracts, receipts, acceptances, cheques, bills of exchange, promissory notes and other documents or instruments.

- (viii) To invest and deal with any of the money of the Company not immediately required for the objects of the Company upon such securities and in such manner as it thinks fit and from time to time to vary or realise such investments.
- (ix) To borrow or secure the payment of any sum or sums of money for the objects of the Company and raise or secure the payment of such sum or sums from time to time and in such manner and upon such terms and conditions in all respects as it thinks fit, and in particular by the issue of debentures or debenture stock perpetual or otherwise and either charged upon or over all or any part of the Company's property both present and future or not so charged, or by any mortgage, charge or other security upon or over all or any part of the Company's property both present and future. Any debentures or other securities may be issued with any special rights and privileges which the Board may think proper to confer on the holders.
- (x) To sell, exchange or otherwise dispose of any furniture, fittings, equipment, plant or other goods or chattels including lands or buildings belonging to the Company and to lease any property of the Company and to exchange or sell all or any of the lands and buildings or other property or rights to which the Company may be entitled from time to time.
- (xi) To appoint, discharge and arrange the duties and powers of the Principal and to determine the remuneration and terms of employment of such Principal and to specify and define his or her duties.
- (xii) To engage, appoint, control, remove, discharge, suspend and dismiss managers, officers, representatives, agents or other employees or contractors in respect to permanent, temporary or special services as it may from time to time think fit and to determine the duties, pay, salary, emoluments or other remuneration and to determine with or without compensation any contract of service or for service or otherwise.
- (xiii) To fix the maximum number of persons who may be admitted to each class of membership of the Company in accordance with this Constitution.
- (xiv) To create sections and committees for the conduct, management and control of any or all activities in which the Company from time to time is engaged or interested and to define and limit the persons (being members of the Company) eligible for membership of all or any such sections and committees, and to fix or approve any supplemental subscription or any charge (whether annual or special) for membership of such sections and committees or any of them, and from time to time to prepare or approve and amend regulations and By-laws for the control and regulation of such sections and

committees and the conduct and activities thereof and also to terminate and dissolve any such sections or committees or to reconstitute the same on a similar or different basis.

- (xv) To impose any restrictions or limitations on the rights and privileges of members relating to their use of the Company's premises or resources.
- (xvi) To recommend the amount of honorarium payable to any person in respect of his or her services rendered to the Company and subject to approval by a General Meeting to pay such honorarium.
- (xvii) To repay out-of-pocket expenses incurred by any member of the Board or any other person in the course of carrying out his or her duties for the Company.

#### **REMOVAL OF A BOARD MEMBER**

- 69. The Company in a general meeting may by resolution remove any member of the Board from the office of member before the expiration of the member's term of office and may by resolution appoint another person to hold office until the expiration of the term of office of the member so removed.
- 70. Where a member of the Board to whom a proposed resolution referred to in Clause 69 relates makes representations in writing to the Secretary or Chairperson (not exceeding a reasonable length) and requests that the representations be notified to the members of the Company or, if they are not so sent, the member is entitled to require that the representations be read out at the meeting at which the resolution is considered.

#### **CASUAL VACANCIES**

- 71. The Board has the power to appoint any member to the Board to fill a casual vacancy. Any member so appointed to the Board will hold office until the next Annual General Meeting.
- 72. For the purposes of these Clauses, a casual vacancy in the office of a member of the Board occurs if the member:
  - (i) Dies;
  - (ii) Ceases to be a member of the Company;
  - (iii) Becomes an insolvent under administration within the meaning of the Corporation Law;
  - (iv) Resigns office by notice in writing given to the Secretary;

- (v) 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; or
- (vi) Is absent from three consecutive meeting of the Board, without the consent of the Board.

### **MEETINGS AND QUORUM**

- 73. The Board will meet at least three times in each period of twelve months at a place and time as the Board may determine.
- 74. Additional meetings of the Board may be convened by the Chairperson or by any four (4) Directors.
- 75. Oral or written notice of a meeting of the Board must be given by the Secretary to each Director at least 48 hours (or any other period as may be unanimously agreed upon by the members of the Board) before the time appointed for the holding of the meeting.
- 76. Notice of a meeting given under clause 75 must specify the general nature of the business to be transacted at the meeting and no business other than that business will be transacted at the meeting, except business which the Directors present at the meeting unanimously agree to treat as urgent business.
- 77. Any four (4) Directors shall constitute a quorum for the transaction of the business at a meeting of the Board.
- 78. No business will be transacted by the Board unless a quorum is present and if within half an hour of the time appointed for the meeting a quorum is not present the meeting stands adjourned to the same place and at the same hour of the same day in the following week.
- 79. If at the adjourned meeting a quorum is not present within half an hour of the time appointed for the meeting, the meeting will be dissolved.
- 80. At a meeting of the Board:
  - (i) The Chairperson or in the Chairperson's absence, the Deputy Chairperson will preside; or
  - (ii) If the Chairperson and the Deputy Chairperson are absent or unwilling to act, the Principal will preside.

### **VOTING AND DECISIONS**

- 81. Questions arising at a meeting of the Board or of any committee appointed by the Board will be determined by a majority of the votes of Directors or committee present at the meeting.

82. Each Director present at a meeting of the Board or of any committee appointed by the Board (including the person presiding at the meeting) is entitled to one vote but, in the event of an equality of votes on any question, the person presiding may exercise a second or casting vote.
83. Subject to Clause 82, the Board may act notwithstanding any vacancy on the Board.
84. Any act or thing done or suffered, or purporting to have been done or suffered, by the Board or by a committee appointed by the Board, is valid and effectual notwithstanding any defect that may afterwards be discovered in the appointment or qualification of any Director of the Board or member of the committee.

### **BY-LAWS**

85. Any By-law made by the Board under this Constitution shall come into force and has the full authority of a By-law of the Company at the time determined by the Board.

### **COMMITTEES**

86. A person is eligible to be a member of any Committee created under this Constitution whether or not he or she is a financial member of the Company.
87. The Board may, by instrument in writing, delegate to one or more committees (consisting of such member or members of the Company as the Board thinks fit) the exercise of such of the functions of the Board as are specified in the instrument, other than:
  - (i) This power of delegation; and
  - (ii) A function which is a duty imposed on the Board by the Act or by any other law.
88. A function, the exercise of which has been delegated to committee under this Clause may, while the delegation remains unrevoked, be exercised from time to time by the committee in accordance with the terms of the delegation.
89. A delegation under this clause may be made subject to such conditions or limitations as to the exercise of any function the subject of the delegation, or as to time or circumstances, as may be specified in the instrument of delegation.
90. Notwithstanding any delegation under this Clause, the Board may continue to exercise any function delegated.

91. Any act or thing done or suffered by a committee acting in the exercise of a delegation under this Clause has the same force and effect as it would have if it had been done or suffered by the Board.
92. The Board may, by instrument in writing, revoke wholly or in part any delegation under this Clause.
93. A committee may meet and adjourn as it thinks proper, or as determined by the Board.

### **ANNUAL GENERAL MEETINGS**

94. With the exception of the first annual general meeting of the Company, the Company will, at least once in each calendar year and within the period of 6 months after the expiration of each financial year of the Company, convene an annual general meeting of its members.
95. The Company must hold its first annual general meeting:
  - (i) Within the period of 18 months after its incorporation under the Act; and
  - (ii) Within the period of 2 months after the expiration of the first financial year of the Company.
96. The annual general meeting of the Company will, subject to the Act and to this Constitution, be convened on a date and at a place and time as the Board thinks fit.
97. In addition to any other business which may be transacted at an annual general meeting, the business of an annual general meeting will be:
  - (i) To confirm the minutes of the last preceding annual general meeting and of any special general meeting held since that meeting;
  - (ii) To receive from the Board reports on the activities of the Company during the last preceding financial year; and
  - (iii) To elect Directors of the Company.
98. An annual general meeting will be specified as such in the notice convening the meeting.

### **SPECIAL GENERAL MEETINGS**

99. The Board may, whenever it thinks fit, convene a special general meeting of the Company.
100. The Board must, on the requisition in writing of not less than five members, convene a special general meeting of the Company.

101. A requisition of members for a special general meeting:
  - (i) Must state the purpose or purposes of the meeting;
  - (ii) Must be signed by the members making the requisitions;
  - (iii) Must be lodged with the Secretary; and
  - (iv) May consist of several documents in a similar form, each signed by one or more of the members making the requisition
102. If the Board fails to convene a special general meeting to be held within 1 month after the date on which a requisition of members for the meeting is lodged with the Secretary, any one or more of the members who made the requisition may convene a special general meeting to be held not later than 3 months after that date.
103. A special general meeting convened by a member or members as referred to in clause 102 must be convened as nearly as is practicable in the same manner as general meetings are convened by the Board.

#### **NOTICE**

104. Except where the nature of the business proposed to be dealt with at a general meeting requires a special resolution of the Company, the Secretary will, at least 14 days before the date fixed for the holding of the general meeting, cause to be sent by post to each member at the member's address appearing in the register of members, a notice specifying the place, date and time of the meeting and the nature of the business proposed to be transacted at the meeting. For the purpose of this clause, the expression "post" shall include transmission by facsimile or email to the last advised facsimile number or email address of the member.
105. Where the nature of the business proposed to be dealt with at a general meeting requires a special resolution of the Company, the Secretary will, at least 21 days before the date fixed for the holding of the general meeting, cause notice to be sent to each member in the manner provided in Clause 104 specifying, in addition to the matters required under Clause 104, the intention to propose the resolution as a special resolution.
106. No business other than that specified in the notice convening a general meeting will be transacted at the meeting except, in the case of an annual general meeting, business which may be transacted pursuant to Clause 105.
107. A member desiring to bring any business before a general meeting may give notice in writing of that business to the Secretary who will include that business in the next notice calling a general meeting given after receipt of the notice from the member.

## **PROCEDURE AT GENERAL MEETINGS**

108. No item of business will be transacted at a general meeting unless a quorum of members entitled under these Clauses to vote is present during the time the meeting is considering that item.
109. Five members present in person (being members entitled under these Clauses to vote at a general meeting) constitute a quorum for the transaction of the business of a general meeting.
110. If within half an hour after the appointed time for the commencement of a general meeting a quorum is not present, the meeting if convened upon the requisition of members will be dissolved and in any other case will stand adjourned to the same day in the following week at the same time and (unless another place is specified at the time of the adjournment by the person presiding at the meeting or communicated by written notice to members given before the day to which the meeting is adjourned) at the same place.
111. If at the adjourned meeting a quorum is not present within half an hour after the time appointed for the commencement of the meeting, the members present (being not less than 3) will constitute a quorum.
112. A question arising at a general meeting of the Company will be determined on a show of hands and, unless before or on the declaration of the show of hands a poll is demanded, a declaration by the chairperson that a resolution has, on a show of hands, been carried or carried unanimously or carried by a particular majority or lost, or an entry to that effect in the minute book of the Company is evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against that resolution.
113. At a general meeting of the Company, a poll may be demanded by the chairperson or by not less than 5 members present in person or by proxy at the meeting.
114. Where a poll is demanded at a general meeting, the poll will be taken:
  - (i) Immediately in the case of a poll which relates to the election of the chairperson of the meeting or to the question of an adjournment; or
115. In any other case, in a manner and at a time before the close of the meeting as the chairperson directs, and the resolution of the poll on the matter will be deemed to be the resolution of the meeting on that matter.

### **PRESIDING MEMBER**

116. The Chairperson or, in the Chairperson's absence, the Deputy Chairperson will preside as chairperson at each general meeting of the Company.
117. If the Chairperson and the Deputy Chairperson are absent from a general meeting or unwilling to act and the Principal is absent, the members present will elect one of their number to preside as chairperson at the meeting.

### **ADJOURNMENT**

118. The chairperson of a general meeting at which a quorum is present may, with the consent of the majority of members present at the meeting, adjourn the meeting from time to time and place to place, but no business will be transacted at an adjourned meeting other than the business left unfinished at the meeting at which the adjournment took place.
119. Where a general meeting is adjourned for 14 days or more, the Secretary will give written or oral notice of the adjourned meeting to each member of the Company stating the place, date and time of the meeting and the nature of the business to be transacted at the meeting.
120. Except as provided in clauses 118 and 119, notice of an adjournment of a general meeting or of the business to be transacted at an adjourned meeting is not required to be given.

### **SPECIAL RESOLUTION**

121. A resolution of the Company is a special resolution if:
  - (i) It is passed by a majority which comprises not less than three quarters of such members of the Company as being entitled under these Clauses so to do, vote in person or by proxy at a general meeting of which not less than 21 days' written notice specifying the intention to propose the resolution as a special resolution was given in accordance with these Clauses; or
  - (ii) Where it is made to appear to the Commission that it is not possible or practicable for the resolution to be passed in the manner specified in paragraph (i) – the resolution is passed in a manner specified by the Commission.

## **VOTING**

122. Upon any question arising at a general meeting of the Company a member has one vote only.
123. All votes must be given personally or by proxy but no member may hold more than 2 proxies.
124. In the case of an equality of votes on a question at a general meeting, the chairperson of the meeting is entitled to exercise a second or casting vote.
125. A member or proxy is not entitled to vote at any general meeting of the Company unless all money due and payable by the member or proxy to the Company has been paid, other than the amount of the annual subscription payable in respect of the then current year.

## **APPOINTMENT OF PROXIES**

126. Each member is entitled to appoint another member as proxy by notice given to the Secretary no later than 24 hours before the time of the meeting in respect of which the proxy is appointed.
127. The notice appointing the proxy must be in a form approved by the Board.

## **FUNDS - SOURCE**

128. The funds of the Company will be derived from membership fees, course fees, sale of goods, sale of equipment, rental of venues, advertising revenue and any other legal source so determined by the board to forward the aims of the company, subject to any resolution passed by the Company in general meeting, such other sources as the Board determines.
129. All money received by the Company will be deposited as soon as practicable and without deduction to the credit of the Company's bank account.
130. The Company will, as soon as practicable after receiving any money, issue an appropriate receipt.

## **FUNDS - MANAGEMENT**

131. Subject to any resolution passed by the Company in general meeting, the funds of the Company will be used in pursuance of the objects of the Company in such manner as the Board determines.

### **ALTERATION OF OBJECTS AND CLAUSES**

132. The statement of objects and these Clauses may be altered, rescinded or added to only by a special resolution of the Company.

### **COMMON SEAL**

133. The common seal of the Company must be kept in the custody of the Secretary.
134. The common seal must not be affixed to any instrument except by the authority of the Board and the affixing of the common seal must be attested by the signatures either of 2 members of the Board or of 1 member of the Board and of the public officer or Secretary.

### **CUSTODY OF BOOKS, ETC.**

135. Except as otherwise provided by these Clauses, the Secretary will keep in his or her custody or under his or her control all records, books and other documents relating to the Company.

### **INSPECTION OF BOOKS, ETC.**

136. The records, books and other documents of the Company will be open to inspection, free of charge, by a member of the Company during normal business hours upon reasonable notice.

### **SERVICE OF NOTICES**

137. For the purposes of these Clauses, a notice may be served by or on behalf of the Company upon any member either personally or by sending it by post to the member at the member's address shown in the register of members.
138. Where a document is sent to a person by properly addressing, prepaying and posting to the person a letter containing the document, the document will, unless the contrary is proved, be deemed for the purposes of these Clauses to have been served on the person at the time at which the letter would have been delivered in the ordinary course of post

## **ACCOUNTS AND AUDIT**

139. The Board shall cause proper accounts and records to be kept with respect to the financial affairs of the Company in accordance with the Act.
140. The books of account shall be kept at the Office of the Company or at such other place as the Board thinks fit. The Company shall at all reasonable times make its accounting records available in writing for the inspection of Directors and any other persons authorised or permitted by or under the Act or any other Act to inspect such records.
141. The Company shall, within 4 months after the end of the Company's financial year or not less than 21 days before each annual general meeting (whichever is the earlier), send to each member of the Company, but subject to Section 316 of the Act, either:
- (i) A copy of the financial report required and a copy of the Directors' report required under Section 292 of the Act and a copy of the auditor's report required under Section 308 of the Act; or
  - (ii) A copy of the concise report that complies with Section 314(2) of the Act.
142. The financial year of the Company shall commence on the first day of July and end on the last day of June in each year or, subject to the Act, be for such other period as the Board may determine.
143. Auditors shall be appointed and their duties regulated in accordance with the Act and their remuneration shall be fixed by the Board.

## **INDEMNITY TO OFFICERS**

144. Every person who is or was an officer of the Company may if the Board so determines be indemnified, to the maximum extent permitted by law, out of the property of the Company against any liability (other than a liability for legal costs) to another person incurred as such an officer except in relation to:
- (i) A liability owed to the Company or a related body corporate; or
  - (ii) A liability for a pecuniary penalty order under Section 1317G of the Act or a compensation order under Section 1317H of the Act; or
  - (iii) A liability that is owed to someone other than the Company or a related body corporate and did not arise out of conduct in good faith.

- (iv) Every person who is or was an officer of the Company may if the Board so determines be indemnified, to the maximum extent permitted by law, out of the property of the Company against any legal costs incurred as such an officer except:
- (v) In defending or resisting proceedings in which the person is found to have a liability for which the person could not be indemnified under Section 199A(2) of the Act; or
- (vi) In defending or resisting criminal proceedings in which the person is found guilty; or
- (vii) In defending or resisting proceedings brought by the Australian Securities and Investments Commission or a liquidator for a court order if the grounds for making the order are found by the Court to have been established; or
- (viii) In connection with proceedings for relief to the person under the Act in which the Court denies the relief.
- (ix) The Company may pay a premium for a contract insuring a person who is or was an officer of the Company against a liability (other than one for legal costs) arising out of that person's conduct as such an officer except in relation to:
- (x) Conduct involving a wilful breach of duty in relation to the Company; or
- (xi) A contravention of Sections 182 or 183 of the Act.

### **READING OF CONSTITUTION**

145. This Constitution shall be read and construed subject to the provisions of the Act and to the extent that any of the provisions in this Constitution are inconsistent therewith and might prevent the Company being registered under the said Act, those provisions shall be inoperative and have no effect.

### **COPY OF CONSTITUTION**

146. The Company will give a copy of this Constitution to any member within 7 days if that member:

- (i) Asks the Company, in writing, for a copy; and
- (ii) Pays a fee (up to the fee prescribed by the Act) if required by the Company.