

# Constitution

Date: [date]

DanceSport Australia Ltd.

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# Constitution

DanceSport Australia Ltd.

## 1. DEFINITIONS AND INTERPRETATIONS

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### 1.1 Definitions

In this Constitution unless the context requires otherwise:

**Affiliate Member** means a sporting club or association Registered and admitted to the Company under **clause 5.4** and the Policies.

**AGM** or **Annual General Meeting** means the annual general meeting of the Company required to be held by the Company in each calendar year under the Corporations Act.

**Appointed Director** means a Director appointed under **clause 13.10**.

**CEO** means a person appointed as chief executive officer of the Company by the Directors.

**Chair** means the person elected as the chair of the Company under **clause 16.7(a)**.

**Committee** means a committee established by the Directors under **clause 19.1**.

**Company** means DanceSport Australia (ACN 085 929 835).

**Company Secretary** means a person appointed as a company secretary of the Company by the Directors under **clause 0**.

**Constitution** means this constitution (as amended from time to time), and a reference to a particular clause is a reference to a clause of this constitution.

**Corporations Act** means the *Corporations Act 2001* (Cth) as amended from time to time and includes any regulations made under the Act and any exemption or modification to the Act that applies to the Company.

**DanceSport** means the "sport" of DanceSport in all of its forms, disciplines and variations, including as recognised and regulated by ISF from time to time.

**Deputy Chair** means the person elected as the deputy Chair of the Company under **clause 16.7(a)**.

**Director** means a director of the Company and includes Elected Directors and Appointed Directors.

**Directors** mean, as the case requires, all or some of the Directors acting together as a board in accordance with their powers and authority under this Constitution.

**Elected Director** means a Director elected under **clause 13**.

**FAR Committee** means the Finance, Audit and Risk Committee established by the Directors under **clause 19.4**.

**General Meeting** means a general meeting of Members and includes the AGM.

**Individual Member** means a person admitted to the Company as an individual member under **clause 5.5(a)**.

**Intellectual Property** means all rights subsisting in copyright, business names, names, trademarks (or signs), logos, designs, equipment including computer software, images (including photographs, videos or films) or service marks relating to the Company or any activity of or conducted, promoted or administered by the Company.

**ISF** means the World DanceSport Federation.

**Life Member** means a person admitted to the Company as a life member under **clause 0**.

**Member** means a member of the Company under **clause 5**.

**Nominations Committee** means the Nomination Committee established by the Directors under **clause 13.3**.

**Objects** mean the objects of the Company in **clause 2**.

**Official Position** means, in connection with a body corporate or organisation, a person who:

- (a) holds a position, whether elected or appointed, as president, deputy president, secretary, treasurer, director or equivalent of that body corporate or organisation; or
- (b) has, directly or indirectly, a material ownership or financial interest in that body corporate or organisation.

**Policy** means a policy made under **clauses 7.2** and **20.1(a)**.

**Registration** means registration of an Individual Member, such registration being in the form of a signed application form, whether in hard copy or by electronic means of acceptance and their consent to membership of the Company as required by **clause 5.2**. **Registered** has a corresponding meaning.

**Representative** means a person (other than a proxy) appointed in accordance with the Corporations Act to represent an Affiliate Member at a General Meeting of the Company.

**Sporting Power** means that power delegated to the Company by ISF for the exclusive control and management of DanceSport in Australia.

**Special Resolution** has the same meaning as that given to it in the Corporations Act.

**Stakeholder Forum** means a forum convened by the Directors under **clause 0**.

**State** means the States of Australia, which shall be deemed to include each of the Northern Territory and the Australian Capital Territory.

**State Committee** means a committee established by the Directors in accordance with clause 26.1.

**State Committee Member** means a person appointed to a State Committee.

**State Committee Charter** means the governance framework, charter or other document approved by the Board from time to time that governs the administration, functions and obligations of the State Committees and the State Committee Members.

**Statutes and Regulations** mean the statutes and regulations of ISF in force from time to time.

**Virtual Meeting** means a meeting held by telephone, video or any other technology (or any combination of these technologies), that permits each Director at a meeting of Directors or each Voting Member at a meeting of members to communicate with any other participant.

## 1.2 Interpretation

Voting Member means, in relation to a General Meeting, those Members present and entitled to vote in accordance with clause 5.1. Interpretation

In this Constitution unless the context requires otherwise:

- (a) **(presence of a Member)** a reference to a Member present at a General Meeting means the Member present in person, by proxy or Representative;
- (b) **(document)** a reference to a document or instrument includes any amendments made to it from time to time and, unless the contrary intention appears, includes a replacement;
- (c) **(gender)** words importing any gender include all other genders;
- (d) **(person)** the word person includes a firm, a body corporate, a partnership, a joint venture, an unincorporated body or association or an authority;
- (e) **(successors)** a reference to an organisation includes a reference to its successors;
- (f) **(singular includes plural)** the singular includes the plural and vice versa;
- (g) **(instruments)** a reference to a law includes regulations and instruments made under it;
- (h) **(amendments to legislation)** a reference to a law or a provision of a law includes amendments, re-enactments or replacements of that law or the provision, whether by a State or the Commonwealth or otherwise;
- (i) **(include)** the words include, includes, including and for example are not to be interpreted as words of limitation;
- (j) **(signed)** where, by a provision of this Constitution, a document including a notice is required to be signed, that requirement may be satisfied in relation to an electronic communication of the document in any manner permitted by law or by any State or

Commonwealth law relating to electronic transmissions or in any other manner approved by the Directors;

- (k) **(writing)** writing and written includes printing, typing and other modes of reproducing words in a visible form including, without limitation, any representation of words in a **physical document or in an electronic communication or form or otherwise; and**
- (l) **(headings)** headings are inserted for convenience and do not affect the interpretation of this Constitution.

### **1.3 Corporations Act**

- (a) In this Constitution, unless the context requires otherwise, an expression has, in a provision of this Constitution that deals with a matter dealt with by a particular provision of the Corporations Act, the same meaning as in that provision of the Corporations Act.
- (b) The provisions of the Corporations Act that apply as replaceable rules are displaced by this Constitution and accordingly do not apply to the Company.

### **1.4 Severance**

If any provision of this Constitution or any phrase contained in it is invalid or unenforceable in any jurisdiction, the phrase or provision is to be read down for the purpose of that jurisdiction, to the extent necessary, so as to be valid and enforceable. If the rule or phrase cannot be so read down, it shall be severed to the extent of the invalidity or unenforceability. Such severance shall not affect the remaining provisions of this Constitution or affect the validity or enforceability of any provision in any other jurisdiction.

## **2. OBJECTS**

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### **2.1 General**

ISF is the sole international sporting authority entitled to make and enforce regulations for the encouragement and control of DanceSport. So that the above authority may be exercised in a fair and equitable manner, ISF has adopted the Statutes and Regulations governing DanceSport.

The Company shall be presumed to acquiesce in and be bound by the Statutes and Regulations. Subject to such acquiescence and restraint, one single national federation per country shall be recognised by ISF as the sole international sporting power for the enforcement of the present Statutes and Regulations and control of DanceSport in its own country. The Company has been approved by ISF to exercise the Sporting Power in Australia.

### **2.2 Objects**

The Objects of the Company are to:

- (a) adopt and exercise the Sporting Power as the national federation for DanceSport in Australia;

- (b) to act as the sole Australian affiliated member of ISF in accordance with the Statutes and Regulations;
- (c) conduct, encourage, promote, advance, control and manage all levels of DanceSport in Australia;
- (d) adopt, formulate, issue, interpret and amend the Policies for DanceSport in Australia;
- (e) to support and encourage integrity, ethics and values that promote community confidence in DanceSport in Australia;
- (f) prevent and address threats to the integrity of DanceSport in Australia and support and encourage a national approach to matters relating to the integrity of DanceSport in Australia;
- (g) encourage the provision and development of appropriate facilities for participation in DanceSport;
- (h) maintain and enhance standards, quality and reputation of DanceSport for the collective and mutual benefit and interests of Members and DanceSport;
- (i) promote the sport of DanceSport in Australia;
- (j) be the only body entitled to prepare and enter Australian teams in international DanceSport competitions;
- (k) promote, control, manage and conduct DanceSport events, competitions and championships;
- (l) seek to encourage and promote widespread participation in DanceSport;
- (m) seek to ensure that all DanceSport in Australia is carried on in a manner that secures and enhances the safety of participants, officials, spectators and the public;
- (n) use and promote the Intellectual Property; and
- (o) undertake other actions or activities necessary, incidental or conducive to advance these Objects.

### **3. POWERS**

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Solely for furthering the Objects, the Company, in addition to the Sporting Power and any other powers it has under the Corporations Act, has the legal capacity and powers of a company limited by guarantee as set out in section 124 of the Corporations Act.

## **4. INCOME AND PROPERTY OF THE COMPANY**

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### **4.1 Sole Purpose**

The income and property of the Company will only be applied towards the promotion of the Objects.

### **4.2 Payments to Members**

No income or property will be paid or transferred directly or indirectly to any Member except for payments to a Member:

- (a) in return for any services rendered or goods supplied in the ordinary and usual course of business to the Company; or
- (b) of interest at a rate not exceeding current bank overdraft rates of interest for moneys lent; or
- (c) of reasonable rent for premises let to the Company by them.

## **5. MEMBERSHIP**

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### **5.1 Categories of Members**

- (a) Members of the Company will be categorised as: Life Members, that, subject to this Constitution, shall have the right to receive notice of, be heard at, attend and vote, at General Meetings;
- (b) Affiliate Members, that, subject to this Constitution, shall have the right to receive notice of, attend and be heard at (but not vote) at General Meetings;
- (c) Individual Members, that are entitled to receive notice of, attend, be heard at and vote at General Meetings; or
- (d) such other category of Member as may be created by the Directors. Any category of Member created by the Directors under this **clause 5.1(d)** may not be granted voting rights.

### **5.2 Admission of Members (website)**

A person will become a Member, and the Directors will direct the Company Secretary to record their name, street address, email address and date on which they became a Member, in the register of Members kept by the Company, only upon meeting the criteria applicable to the relevant category of membership set out in this Constitution and provided the Member has submitted an application, which is accepted by the Directors, in which the Member undertakes to:

- (a) be bound by this Constitution, the Statutes and Regulations and the Policies (including Policies specific to the relevant category of Membership);
- (b) pay the fees and subscriptions determined to apply to the Member under **clause 8**; and
- (c) support the Company in the encouragement and promotion of its Objects.

The Company may at its discretion refuse to accept a Member and shall not be required or compelled to provide any reason for such refusal.

### 5.3 Life Members

- (a) Life Membership is the highest honour that can be bestowed by the Company for longstanding and valued service to DanceSport in Australia.
- (b) Any Member may forward a proposed nomination for Life Members to the Directors for consideration.
- (c) On the nomination of the Directors, any individual may be elected as a Life Member at any AGM by Special Resolution, subject to that individual completing an application in accordance with **clause 5.2**.
- (d) Nominations for Life Membership shall include a written report outlining the history of services of any nominee, together with comments on the suitability of the honour.
- (e) The Policies will set out:
  - (i) the categories of Life Membership which exist;
  - (ii) the criteria to be met by each category of Life Member; and
  - (iii) the privileges and benefits of each category of Life Member in addition to those set out in this Constitution.
- (f) A person may be posthumously recognised as a Life Member.
- (g) Subject to **clause 5.2**, at the time of adoption of this Constitution, the first Life Members of the Company shall be the persons listed in Schedule 1 to this Constitution.

### 5.4 Affiliate Members

- (a) Only a legal entity may become an Affiliate Member.
- (b) In order to become an Affiliate Member, a legal entity must submit an application accompanied by an up-to-date copy of that legal entity's constituent documents.
- (c) Affiliate Membership may be granted by the Directors in respect of an application made under **clause 5.4(b)**(in their absolute discretion) on such terms and conditions as the Directors may see fit.
- (d) Affiliate Membership may be suspended or cancelled by the Directors provided that the Directors comply with the procedure set out in the relevant Policy.
- (e) The Policies will set out:
  - (i) the categories of Affiliate Membership that exist;
  - (ii) the criteria to be met by each category of Affiliate Member;
  - (iii) the privileges and benefits of each category of Affiliate Member in addition

to those set out in this Constitution; and

- (iv) the procedure for suspending or cancelling Affiliate Membership.
- (f) Subject to **clause 5.2**, at the time of adoption of this Constitution, the first Affiliate Members of the Company shall be those persons recorded in the minutes of the relevant meeting.

## **5.5 Individual Members**

- (a) No individual shall be Registered with the Company as an Individual Member except in accordance with this **clause 5.5**. The Company may at its discretion refuse to accept a person as an Individual Member and shall not be required or compelled to provide any reason for such refusal.
- (b) Subject to clause 5.5(a):
  - (i) an individual may apply to become an Individual Member of the Company; andand is subject to the provisions of this Constitution.
- (c) In addition to the effect of membership set out in **clause 5.2**, an Individual Member must comply with this Constitution and the Policies and support the Company and the Objects.
- (d) An Individual Member is entitled to any benefits of membership prescribed to apply to Individual Members respectively in the Policies.

## **5.6 Effect of Membership**

A Member acknowledges and agrees that:

- (a) this Constitution constitutes a contract between each of them and the Company and that they are bound by this Constitution and the Policies;
- (b) they must comply with and observe this Constitution and the Policies and any determination or resolution which may be made or passed by the Board;
- (c) neither membership nor this Constitution gives rise to any proprietary right of Members in, to or over any of the Company or its property or assets; and
- (d) this Constitution and the Policies are necessary and reasonable for promoting the Objects.

## **5.7 General**

- (a) The Company must keep a register of all Members in accordance with the Corporations Act.
- (b) No Member whose membership ceases has any claim against the Company, or any of the Directors for damages or otherwise arising from cessation or termination of membership.

- (c) Membership is personal to each Member. No Member shall, or purport to, assign the rights comprising or associated with membership to any other person and any attempt to do so shall be void.
- (d) A Member must treat all staff, contractors and representatives of the Company with respect and courtesy at all times.
- (e) A Member must not act in a manner unbecoming of a Member or prejudicial to the Objects and interests of the Company and, or DanceSport.

## **5.8 Limited Liability**

Members have no liability in that capacity except as set out in **clause 24**.

## **6. CESSATION OF MEMBERSHIP**

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### **6.1 Cessation**

A person ceases to be a Member on:

- (a) Resignation, subject to clause 6.2;
- (b) death;
- (c) the termination of their membership according to this Constitution or the Policies;
- (d) a Member, being a body corporate, being dissolved, liquidated, deregulated or otherwise ceasing to exist; and
- (e) without limiting the foregoing:
  - (i) that Member no longer meeting the requirements for membership according to **clause 5**;

### **6.2 Resignation**

- (a) Subject to **clause 6.2(b)**, for the purposes of **clause 6.1(a)**, a Member may resign as a member of the Company by giving 7 days written notice to the Directors.
- (b) A Member must not resign, and notice given under **clause 06.2(a)** is invalid, where the Member is at the time of notice being given, subject to disciplinary proceedings under **clause 7.2**, including proceedings under a Policy. For the purposes of this clause, "subject to disciplinary proceedings" includes where a complaint or allegations have been made against, but not yet conveyed to, a Member.

### **6.3 Forfeiture of Rights**

A Member that ceases to be a Member forfeits all right in, and claims upon, the Company or the Directors for damages or otherwise, or claim upon its property including the Intellectual Property.

## 7. GRIEVANCES AND DISCIPLINE OF MEMBERS

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### 7.1 Jurisdiction

All Members will be subject to, and submit unreservedly to, the jurisdiction, procedures, penalties and appeal mechanisms of the Company whether under the Policies or under this Constitution.

### 7.2 Policies

(a) The Directors may make or adopt a Policy or Policies:

- (i) for the investigation, hearing, determination and reporting of:
  - (A) complaints by a Member that feels aggrieved by a decision or action of the Company (or an Affiliate Member); and
  - (B) disputes between Members relating to the conduct or administration of DanceSport;
- (ii) for the discipline of Members;
- (iii) for referral of matters to an independent tribunal such as the National Sports Tribunal (or any equivalent tribunal) or other tribunal as determined by the Directors;
- (iv) for the formation and administration of an appeals tribunal which must be independent of any party before it on the matter which is the subject of the appeal in question; and
- (v) for the termination of Members.

(b) The Directors may, in making or adopting a Policy under (a), incorporate provisions within the Policy to exclusively govern its subject matter, to the exclusion of **clause 7.2(c)** and/or other Policies.

(c) The Directors in their sole discretion may refer an allegation (which in the opinion of the Directors is not vexatious, trifling or frivolous) by a complainant (including a Director or a Member) that a Member has:

- (i) breached, failed, refused or neglected to comply with a provision of this Constitution, the Policies or any other resolution or determination of the Directors or any duly authorised Committee; or
- (ii) acted in a manner unbecoming of a Member or prejudicial to the Objects and interests of the Company or DanceSport, or both; or
- (iii) prejudiced the Company or DanceSport or brought the Company or DanceSport or themselves into disrepute,

for investigation or determination either under the procedures set down in the Policies or by such other procedure and/or persons as the Directors consider appropriate.

(d) Unless suspension is dealt with under a Policy, in which case the provisions

regarding suspension in the applicable Policy apply, during investigatory or disciplinary proceedings under this **clause 0**, a respondent may not participate in DanceSport, pending the determination of such proceedings (including any available appeal) unless the Directors decide continued participation is appropriate having regard to the matter at hand.

## **8. FEES AND SUBSCRIPTIONS**

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### **8.1 Membership Fee**

- (a) The Directors must determine from time to time:
  - (i) the amount (if any) payable to the Company by an applicant when applying for membership;
  - (ii) the amount of the annual subscription fee payable by each Member, or any category of Members;
  - (iii) any other amount to be paid by each Member, or any category of Members, whether of a recurrent or any other nature; and
  - (iv) the payment method and the due date for payment.
- (b) Each Member must pay to the Company the amounts determined under this clause 8 in accordance with clause 8.1(a)(iv).

### **8.2 Non-Payment of Fees**

The rights of a Member are suspended whilst the payment of any subscription or other amount determined under **clause 8** is unpaid.

### **8.3 Deferral or reduction of subscriptions**

- (a) The Directors may defer the obligations of a Member to pay a subscription or other amount, or reduce (including to zero) the subscription or other amount payable by a Member, if the Directors are satisfied that there are reasonable grounds for doing so;
- (b) If the Directors defer or reduce a subscription or other amount payable by a Member under this **clause 8.3**, that Member will not retain their rights to attend and vote at a General Meeting, unless otherwise specified by the Directors.

## **9. GENERAL MEETINGS**

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### **9.1 Annual General Meeting**

AGMs of the Company are to be held:

- (a) according to the Corporations Act; and
- (b) at a date and venue determined by the Directors.

### **9.2 Power to convene General Meeting**

- (a) The Directors may convene a General Meeting as they think fit and must do so if required by the Corporations Act.
- (b) The Voting Members may convene a General Meeting in accordance with the Chapter 2G of the Corporations Act.

### **9.3 Notice of a General Meeting**

- (a) Notice of a General Meeting of Members must be given to all Members entitled to attend the General Meeting, the Directors, and the auditor of the Company.
- (b) At least 21 days' notice of the time and place of a General Meeting must be given, together with:
  - (i) all information required to be included in accordance with the Corporations Act;
  - (ii) in the case of a proposed Special Resolution, the intention to propose the Special Resolution and the terms of the proposed Special Resolution;
  - (iii) where applicable, any notice of motion received from any Voting Member or Director in accordance with the Corporations Act; and
  - (iv) where applicable, a list of all nominations received for positions to be elected at the relevant General Meeting.

### **9.4 No other business**

No business other than that stated in the notice of meeting may be transacted at a General Meeting.

### **9.5 Cancellation or postponement of General Meeting**

Unless required under a relevant law, where a General Meeting is convened by the Directors, they may, if they think fit, cancel the meeting or postpone the meeting to a date and time they determine.

### **9.6 Business at postponed General Meeting**

The only business that may be transacted at a postponed General Meeting is the business specified in the notice originally convening the meeting.

### **9.7 Representative, proxy or attorney at postponed General Meeting**

Where:

- (a) by the terms of an instrument appointing a Representative, proxy or attorney that appointed person is authorised to attend and vote at a General Meeting on behalf of the appointing Member to be held on a specified date or at a General Meeting(s) to be held on or before a specified date; and
- (b) the date for the meeting is postponed to a date later than the date specified in the instrument,

then that later date is substituted for the date specified in the instrument appointing that appointed person, unless the appointing Member notifies the Company in writing to the contrary at least 5 business days before the time at which the postponed meeting is to be held.

### **9.8 Non-receipt of notice**

The non-receipt of a notice convening, cancelling or postponing a General Meeting by, or the accidental omission to give a notice of that kind to, a person entitled to receive it, does not invalidate any resolution passed at the General Meeting or at a postponed meeting or the cancellation or postponement of the meeting.

### **9.9 Right to appoint a Representative**

- (a) In accordance with the Corporations Act, each Voting Member that is a body corporate, is entitled to appoint an individual as their Representative to attend General Meetings (provided that the Voting Member has not appointed a proxy under **clause 9.10**), and to exercise the powers of the Voting Member in relation to resolutions to be passed without meetings.
- (b) A Voting Member may appoint more than one Representative but only one Representative may exercise the Voting Member's powers at any one time.
- (c) In addition to each Representative appointed under **clause 9.9(a)** and **9.9(b)**, a Voting Member that is a body corporate is entitled to appoint one further representative to attend meetings on their behalf but not to vote.

### **9.10 Right to appoint a proxy**

- (a) A Voting Member entitled to attend a General Meeting of the Company is entitled to appoint a person as their proxy to attend the meeting in their place in accordance with the Corporations Act.
- (b) A proxy may be revoked by the appointing Member at any time by notice in writing to the Company.

### **9.11 Form of proxy**

The instrument appointing a proxy may be in form determined by the Directors from time to time.

#### **9.12 Lodgement of proxy, attorney or Representative appointment documents**

- (a) A proxy or attorney, or Representative may vote at a General Meeting or an adjourned or postponed meeting only if the instrument appointing the proxy attorney or Representative, and the original or a certified copy of the power of attorney or other authority (if any) under which the instrument is signed, are received by the Company:
  - (i) at the office, the email or other electronic address specified for that purpose in the notice of meeting; and
  - (ii) at least 5 business days before the scheduled commencement time for the meeting or adjourned or postponed meeting (as the case may be) at which the person named in the instrument proposes to vote. The scheduled commencement time is as specified in the notice of meeting.
- (b) An undated proxy is taken to be dated on the day that it is received by the Company.

## **10. PROCEEDINGS AT GENERAL MEETING**

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### **10.1 Number for a quorum**

The number of Voting Members who must be present and eligible to vote for a quorum to exist at a General Meeting is 15.

### **10.2 Requirement for a quorum**

An item of business may not be transacted at a General Meeting unless a quorum is present at the commencement of the General Meeting.

### **10.3 Quorum and time**

If, within 30 minutes after the time appointed for a General Meeting, a quorum is not present, the meeting:

- (a) if convened by, or on requisition of, Members, is dissolved; and
- (b) in any other case stands adjourned to such other day, time and place as the Chair determines.

### **10.4 Adjourned meeting**

If a quorum is not present within 30 minutes after the time appointed for the adjourned meeting, those Voting Members then present shall constitute a quorum.

### **10.5 Chair to preside over General Meetings**

- (a) The Chair is entitled to preside as chair at General Meetings.
- (b) If a General Meeting is convened and there is no Chair, or the Chair is not present within 15 minutes after the time appointed for the meeting, or is unable or unwilling to act, the following may preside as chair (in order of entitlement):
  - (i) the Deputy Chair (if any);
  - (ii) a Director (or other person) chosen by a majority of the Directors present;  
or
  - (iii) the only Director present,

otherwise, the meeting is adjourned for a period of seven (7) days to be reconvened at the same time and same place.

### **10.6 Adjournment of General Meeting**

- (a) The Chair may, with the consent of any General Meeting at which a quorum is present, and must if so directed by the meeting, adjourn the meeting or any business, motion, question, resolution, debate or discussion being considered or remaining to be considered by the meeting.

- (b) The adjournment may be either to a later time at the same meeting or to an adjourned meeting at any time and place agreed by vote of the members present.
- (c) Only unfinished business is to be transacted at a meeting resumed after an adjournment.

### **10.7 Questions decided by majority**

Subject to the requirements of the Corporations Act and except in the case of a Special Resolution, a resolution is carried if a simple majority of the votes cast on the resolution are in favour of it.

### **10.8 Equality of votes**

Where an equal number of votes are cast in favour of and against the resolution, the resolution is not carried.

### **10.9 Declaration of results**

- (a) At any General Meeting a resolution put to the vote of the meeting must be decided on a show of hands unless a poll is properly demanded and the demand is not withdrawn.
- (b) A declaration by the Chair that a resolution has on a show of hands been carried or carried unanimously, or by a particular majority, or lost, and an entry to that effect in the minutes of the meetings of the Company, is conclusive evidence of the fact.
- (c) Neither the Chair nor the minutes need state, and it is not necessary to prove, the number or proportion of the votes recorded for or against the resolution.

### **10.10 Poll**

- (a) If a poll is properly demanded in accordance with the Corporations Act or by the Chair of the meeting, it must be taken in the manner and at the date and time directed by the Chair, and the result of the poll is the resolution of the meeting at which the poll was demanded.
- (b) A poll demanded on the election of a Chair or on a question of adjournment must be taken immediately.
- (c) A demand for a poll may be withdrawn.
- (d) A demand for a poll does not prevent the General Meeting continuing for the transaction of any business other than the question on which the poll was demanded.

### **10.11 Objection to voting qualification**

- (a) An objection to the right of a person to attend or vote at a General Meeting (including an adjourned meeting):
  - (i) may not be raised except at that meeting; and

- (ii) must be referred to the Chair, whose decision is final.
- (b) A vote not disallowed under the objection is valid for all purposes.

### **10.12 Chair to determine any poll dispute**

If there is a dispute about the admission or rejection of a vote, the Chair must decide it and the Chair's decision made is final.

### **10.13 Electronic voting**

Voting by electronic communication at General Meetings may be permitted from time to time in such instances as the Directors may determine and shall be held in accordance with procedures prescribed by the Directors.

## **11. VOTES OF MEMBERS**

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### **11.1 Votes of Members**

- (a) At a General Meeting, on a show of hands and on a poll, each of the Voting Members shall have the votes set out in this **clause 11.1**.
- (b) Each Voting Member will have one vote.
- (c) No Member other than Voting Members may vote at General Meetings.

### **11.2 Election of Directors**

- (a) Elections for Elected Directors shall be by ballot in accordance with this clause at the relevant General Meeting on papers prepared by the CEO.
- (b) The ballot for an election to fill one or more Elected Director positions will be conducted in accordance with the following procedure:
  - (i) if at the close of nominations for an election to fill one or more Elected Director positions the number of eligible nominees is equal to or less than the number of positions to be filled, then no election is to take place and those eligible nominees will be taken to be elected to fill one or more of the Elected Director positions; and
  - (ii) if at the close of nominations for an election to fill one or more Elected Director positions there are more eligible nominees than the number of positions to be filled, a ballot will be conducted as a poll and the eligible nominee/s who receives the highest number of votes will be elected to fill the Elected Director positions. If two or more nominees get the same number of votes and at the relevant time there is only one Elected Director position to be filled then the CEO is to draw the name of one of those nominees by lot. That nominee is to be elected as an Elected Director.

## **12. STAKEHOLDER FORUM**

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### **12.1 Power to convene Stakeholder Forums**

The Directors may from time to time convene a Stakeholder Forum to proactively engage and collaborate with Members.

### **12.2 Notice of Stakeholder Forums**

- (a) The Directors may determine the notice, if any, provided to Members (or categories of Members) for a proposed Stakeholder Forum, including the period and method of notice.
- (b) The notice may include the purpose and intent of a particular Stakeholder Forum, including any proposed items for discussion, in addition to the purposes outlined in **clause 12.1**.

### **12.3 Conduct of a Stakeholder Forum**

- (a) The format of proceedings at a Stakeholder Forum shall be at the discretion of the Directors.
- (b) The Directors shall determine who shall chair the Stakeholder Forum, including who shall lead or facilitate particular discussion items.
- (c) There is no quorum requirement for a Stakeholder Forum.
- (d) Items for discussion which were not included in the notice issued under **clause 12.2** (if any) may, with the permission of the Chair, be raised for discussion.
- (e) Directors are not bound by any resolution passed at the Stakeholder Forum.

## **13. DIRECTORS**

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### **13.1 Number of Directors**

- (a) There must be not less than 5 Directors and not more than 9 Directors.
- (b) Subject to clause 13.1(a), 5 Directors are to be elected by the Members (Elected Directors), and up to 4 Directors are to be appointed under clause 13.10.

### **13.2 Eligibility**

- (a) For the period from the date of this Constitution a person that:
  - (i) is an employee of the Company, or an Affiliate Member; or
  - (ii) holds an Official Position with an Affiliate Member; or
  - (iii) was a Director of the Company and **clause 13.8** applies; or
  - (iv) was CEO of the Company at any time within the period beginning three

years prior to the date of his/her proposed appointment or election as a Director,

(each a disqualifying position) may not hold office as a Director.

- (b) A Director that accepts a disqualifying position must notify the other Directors of this fact immediately and is deemed to have vacated office as a Director.
- (c) A Director at the time of holding a disqualifying position must not be appointed as a Director.
- (d) The Directors may determine position or role descriptions or necessary qualifications for Director positions.
- (e) The Directors and Nominations Committee must use reasonable endeavours to seek gender balance of Directors and that the gender composition of Directors is in accordance with any equity policy adopted by the Directors

### **13.3 Nominations Committee**

- (a) A Nominations Committee shall be formed, the role of which shall include the task of identifying candidates to fill Director vacancies (including casual vacancies) and assess all nominees for Director vacancies. The Nominations Committee has the power to determine that a nomination is unsuitable for further consideration by the Company, the Directors or the Members (as applicable) but only if this decision is unanimous.
- (b) The Nominations Committee shall comprise three persons, all appointed by the Directors including an independent chair that is not a Director, a Member representative and a Director or Director representative. The complete and specific duties, functions and rules of the Nominations Committee are defined in the Nominations Committee terms of reference.
- (c) The Nominations Committee must utilise a skills and diversity matrix as part of its assessment of nominees for Director vacancies.
- (d) When assessing nominees for Director vacancies, the Nominations Committee must consider **clause 13.213.2(d)**.

### **13.4 Nomination for election**

- (a) At least 45 days prior to the proposed date of the Annual General Meeting, at which a resolution or resolutions will be proposed to fill a vacancy in an Elected Director position, the Company will request from Members nominations (that comply with this **clause 13.4**) for elections to positions falling vacant, that must be received no later than 28 days prior to the AGM.
- (b) Directors may fill a casual vacancy in an Elected Director position that is to be the subject of an election at the next AGM.
- (c) A nomination must:
  - (i) be in the form required by the Directors; and
  - (ii) signed by the nominator and nominee.

### **13.5 Term of office of Directors generally**

Subject to **clauses 13.7, 13.8 and 13.9**, an Elected Director will hold office for a term of three years.

### **13.6 Office held until end of meeting**

A retiring Elected Director holds office until the end of the meeting at which that Elected Director retires but, subject to the requirement of this Constitution, including **clause 13.8**, is eligible for re-election.

### **13.7 Elected Director elected at General Meeting**

(a) At a General Meeting:

- (i) at which an Elected Director retires; or
- (ii) at the commencement of which there is a vacancy in the office of an Elected Director,

there will be a vote of the Members conducted in accordance with **clause 11.2** to fill the vacancy by electing someone to that office.

(b) Subject to **clauses 13.7(c), 13.8 and 13.11**, an Elected Director elected under this clause 13.7 takes office at the end of the meeting at which they are elected for a period of three years.

(c) An Elected Director elected under **clause 13.7(a)(ii)** is elected for the remainder of the term of office for the position that they are filling.

### **13.8 Maximum consecutive years in office for Directors**

(a) Subject to **clause 13.8(d)**, an Elected Director must not serve more than ten consecutive years as a Director, including where one or more of the years is as an Appointed Director.

(b) For the purpose of clause 13.8(a), where service by a person as a Director under this Constitution is for a period less than three years:

- (i) if the service is less than one year, it will be treated as one full year;
- (ii) if the service is between one year and two years, it will be treated as two full years;
- (iii) if the service is between two years and three years, it will be treated as three full years;

- (c) A Director who has served the maximum number of years in accordance with **clause 13.8(a)** shall not be eligible to be a Director for three years following the completion of their maximum term.
- (d) Notwithstanding clause 13.8(a), a Director may serve as a Director for a maximum of 12 years if they are the Chair or an ISF representative in what is or must be their second last or last consecutive term.

### **13.9 Casual vacancy in ranks of Elected Directors**

- (a) The Directors may at any time appoint a person to fill a casual vacancy (as defined in **clause 13.12**) in the rank of the Elected Directors.
- (b) A person appointed under **clause 13.9(a)** holds office for the remainder of the vacating Director's term and, subject to this Constitution, they may offer themselves for re-election.

### **13.10 Appointed Directors**

- (a) In addition to the Elected Directors, the Directors may appoint up to four persons to be Directors because of their special business acumen and/or technical skills and/or their diversity and experience. These persons will be known as the "Appointed Directors".
- (b) Subject to **clauses 13.8** and **13.11**, an Appointed Director holds office for a term determined by the Directors not to exceed three years and the appointment will be on such other terms as the Directors determine.
- (c) A person may only serve six consecutive years as an Appointed Director but, subject to the other requirements of this Constitution, in particular **clause 13.8**, are otherwise eligible to be elected to an Elected Director position.
- (d) Subject to this Constitution, the Directors may at any time appoint a person to fill a casual vacancy (as defined in **clause 13.13**) in the rank of the Appointed Directors on whatever terms the Directors decide.

### **13.11 Removal of Director**

- (a) A Director may be removed by the Voting Members in accordance with the Corporations Act.
- (b) Unless otherwise resolved at a General Meeting, a Director removed in accordance with **clause 13.11(a)** cannot be re-appointed as a Director within three years of their removal.

### **13.12 Remuneration of Directors**

- (a) Directors act in a voluntary capacity but the Company may determine to pay remuneration to a Director in respect of additional services or duties performed beyond the ordinary responsibilities of a Director. Such remuneration must be approved by a majority of the Directors (with Director(s) receiving such remuneration not voting or counted for these purposes).

- (b) The Company may also pay the Directors' travelling and other expenses that they properly incur:
  - (i) in attending meetings of the Directors or meetings of Committees of Directors;
  - (ii) in attending general meetings of the Company; and
  - (iii) in connection with the Company's business.

### **13.13 Vacation of office**

The office of a Director becomes vacant when the Corporations Act says it does and also if the Director:

- (a) dies;
- (b) is removed in accordance with clause 13.11;
- (c) becomes of unsound mind or a person whose person or estate is liable to be dealt with in any way under a law relating to mental health;
- (d) resigns from office by notice in writing to the Company;
- (e) accepts appointment to, or becomes the holder of, a disqualifying position as set out in **clause 13.2** and does not resign from that position within 30 days;
- (f) is absent at three consecutive Directors' meetings without leave of absence from a majority of the other Directors; or
- (g) is directly or indirectly interested in any contract or proposed contract with the Company and fails to declare the nature of the interest as required by the Corporations Act.

### **13.14 Alternate Director**

A Director cannot appoint an alternate.

## **14. POWERS AND DUTIES OF DIRECTORS**

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### **14.1 Directors to manage the Company**

The Directors are to manage the Company's business and may exercise those of the Company's powers that are not required, by either the Corporations Act and/or by this Constitution, to be exercised by the Company in General Meeting.

### **14.2 Specific powers of Directors**

Without limiting **clause 14.1**, the Directors may exercise all the Company's powers to borrow or raise money, to charge any property or business or give any other security for a debt, liability or obligation of the Company or of any other person.

### **14.3 Time, etc**

Subject to the Corporations Act, where this Constitution requires that something be done by a particular time, or within a particular period, or that an event is to occur or a circumstance is to change on or by a particular date, the Directors may at their absolute discretion extend that time, period or date as they think fit.

### **15. Appointment of an attorney**

The Directors may appoint any person to be the Company's attorney for the purposes, with the powers, authorities and discretions, for the period and subject to the conditions they think fit.

#### **15.1 Provisions in a power of attorney**

A power of attorney granted under **clause 15** may contain any provisions for the protection and convenience of persons dealing with the attorney that the Directors think fit and may also authorise the attorney to delegate (including by way of appointment of a substitute attorney) all or any of the powers, authorities and discretions of the attorney.

#### **15.2 Delegation of powers**

- (a) Without limiting **clause 17.4** the Directors may, by resolution or by power of attorney or writing under seal, delegate any of their powers to the CEO or any employee of the Company or any other person as they think fit.
- (b) Any delegation by the Directors of their powers:
  - (i) must specify the powers delegated, any restrictions on, and conditions attaching to, the exercise of those powers and the period during which that delegation is to be in force;
  - (ii) may be either general or limited in any way provided in the terms of the delegation;
  - (iii) need not be to a specified person but may be to any person holding, occupying or performing the duties of a specified office or position; and
  - (iv) may include the power to delegate.
- (c) If exercising a power depends on a person's opinion, belief or state of mind, then that power may be exercised by the delegate on the delegate's opinion, belief or state of mind about that matter.
- (d) Any power exercised by a delegate is as effective as if it had been exercised by the Directors.

### **15.3 Code of Conduct and Board Charter**

The Directors must:

- (a) adopt a code of conduct for Directors and a Board charter; and
- (b) periodically review the code of conduct and Board charter in light of the general principles of good corporate governance.

### **15.4 Strategic Plan**

The Directors must develop and adopt a strategic plan (which may be revised from time to time).

## **16. PROCEEDINGS OF DIRECTORS**

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### **16.1 Directors meetings**

- (a) Subject to **clause 16.1(b)** the Directors may meet together for conducting business, adjourn and otherwise regulate their meetings as they think fit.
- (b) The Directors must meet at least five times in each calendar year.

### **16.2 Questions decided by majority**

A question arising at a Directors' meeting is to be decided by a majority of votes of the Directors present and entitled to vote. Each Director present has one vote on a matter arising for decision by Directors.

### **16.3 Chair's casting vote**

The Chair of the meeting will not have a casting vote.

### **16.4 Quorum**

Five Directors present in person and or via technology as determined by the Directors constitutes a quorum.

### **16.5 Effect of vacancy**

- (a) The continuing Directors may act despite a vacancy in their number.
- (b) However, if the number of Directors is reduced below the number required for a quorum, the remaining Directors may act only for the purpose of filling the vacancies to the extent necessary to bring their number up to that required for a quorum or to convene a General Meeting.

## 16.6 Convening meetings

- (a) A Director may, and the Company Secretary must on the request of a Director, convene a Directors' meeting.
- (b) Notice of a meeting of Directors must be given individually to each Director (except a Director on leave of absence approved by the Directors). Notice of a meeting of Directors may be given in person, or by post or by telephone or electronic means.
- (c) A Director may waive notice of a meeting of Directors by giving notice to that effect to the Company in person or by post or by telephone or electronic means.
- (d) A person who attends a meeting of Directors waives any objection that person may have in relation to a failure to give notice of the meeting.
- (e) The non-receipt of a notice of a meeting of the Directors or the accidental omission to give notice of a meeting to a person entitled to receive notice does not invalidate anything done (including the passing of a resolution) at a meeting of Directors.

## 16.7 Election of Chair and Deputy Chair

- (a) The Directors must, at the first Directors' meeting after the AGM, elect from their number a Chair and Deputy Chair (or equivalent) by a majority vote.
- (b) The Directors must ensure that no one gender is elected to both the Chair and Deputy Chair (or equivalent) positions.
- (c) The Director elected to be Chair and Deputy Chair (or equivalent) under **clause 16.7(a)** will, subject to remaining a Director, remain Chair and Deputy Chair (or equivalent) for such period as the Directors determine.
- (d) Despite clause 16.7(b), if:
  - (i) there is no person elected as Chair; or
  - (ii) the Chair is not present within 15 minutes after the time appointed for the holding of the meeting; or
  - (iii) the Chair is unwilling to act, the Deputy Chair or equivalent will be chair of the meeting.
- (e) A Director elected as Chair or Deputy Chair (or equivalent) may be re-elected as Chair or Deputy Chair (or equivalent), so long as they remain a Director.

## 16.8 Circulating resolutions

- (a) The Directors may pass a resolution without a Directors' meeting being held if notice in writing of the resolution is given to all Directors and a majority of the Directors entitled to vote on the resolution (not being less than the number required for a quorum at a meeting of Directors) sign a document containing a statement that they are in favour of the resolution set out in the document
- (b) Separate copies of the document may be used for signing by the Directors if the wording of the resolution and statement is identical in each copy. An email or document produced by electronic means under the name of a Director with the

Director's authority is taken to be a document signed by the Director for the purposes of **clause 16.8(a)** and is taken to be signed when received by the Company in legible form.

- (c) The resolution is passed when the last Director signs.

## **16.9 Validity of acts of Directors**

Everything done at a Directors' meeting or a Committee meeting, or by a person acting as a Director, is valid even if it is discovered later that there was some defect in the appointment, election or qualification of any of them or that any of them was disqualified or had vacated office.

## **16.10 Directors' Interests**

- (a) A Director shall declare to the Directors any material personal interest or related party transaction, as defined by the Corporations Act, as soon as practicable after that Director becomes aware of their interest or the transaction.
- (b) Directors must complete an annual statement of interest which must be updated from time to time to satisfy the requirements in **clause 16.10(a)**.
- (c) Where a Director declares a material personal interest or in the event of a related party transaction, that Director is ineligible to receive the Directors' meeting papers related to the matter, and must absent himself or herself from discussion of such matter and shall not be entitled to vote in respect of such matter unless otherwise determined by the Directors.
- (d) In the event of any uncertainty in this regard, the issue shall immediately be determined by a vote of the Directors (excluding the Director who has an interested or is involved in the transaction) or, if this is not possible, the matter shall be adjourned or deferred to the next meeting.
- (e) The Company shall maintain a register of declared interests.

## **16.11 Minutes**

The Directors must cause minutes of Meetings to be made and kept in accordance with the Corporations Act.

## **16.12 Virtual Meeting**

- (a) A General Meeting or a Directors' Meeting may be held by means of a Virtual Meeting, provided that:
  - (i) the number of Members or Directors (as applicable) participating is not less than a quorum required for a General Meeting or Directors' Meeting (as applicable); and
  - (ii) the meeting is convened and held in accordance with the Corporations Act.

- (b) All provisions of this Constitution relating to a meeting apply to a Virtual Meeting in so far as they are not inconsistent with the provisions of this **clause 16.12**

### **16.13 Conduct of Virtual Meeting**

The following provisions apply to a Virtual Meeting of the Company:

- (a) all persons participating in the meeting must be linked by telephone, audio-visual or other instantaneous means for the purpose of the meeting;
- (b) each of the persons taking part in the meeting must be able to hear and be heard by each of the other persons taking part at the commencement of the meeting and each person so taking part is deemed for the purposes of this Constitution to be present at the meeting;
- (c) at the commencement of the meeting each person must be distinguishable to the Chair;
- (d) a person may not leave a Virtual Meeting by disconnecting their telephone, audio-visual or other communication equipment unless that person has previously notified the Chair;
- (e) a person may conclusively be presumed to have been present and to have formed part of a quorum at all times during a Virtual Meeting unless that person has previously notified the Chair of leaving the meeting;
- (f) each person must take all reasonable steps to ensure the meeting cannot be overheard by third parties during commercially sensitive or confidential discussions;
- (g) a minute of proceedings of a Virtual Meeting is sufficient evidence of the proceedings and of the observance of all necessary formalities if the minute is certified to be a correct minute by the Chair; and
- (h) if the meeting is recorded, upon the acceptance of the written minutes the recording must be deleted.

## **17. CHIEF EXECUTIVE OFFICER**

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### **17.1 Appointment of a CEO**

The Directors shall:

- (a) appoint a CEO; and
- (b) review the CEO's performance in accordance with a CEO performance review process adopted by the Board.

### **17.2 Powers, duties and authorities of a CEO**

- (a) The CEO holds office on the terms and conditions (including as to remuneration) and with the powers, duties and authorities delegated to them by the Directors.
- (b) The exercise of those powers and authorities, and the performance of those duties, by the CEO are subject at all times to the control of the Directors.

### **17.3 Suspension and removal of a CEO**

Subject to the terms and conditions of the appointment, the Directors may suspend or remove the CEO from that office.

### **17.4 Delegation by Directors to a CEO**

The Directors may delegate to the CEO the power (subject to such reservations on the power as are decided by the Directors) to conduct the day-to-day management and control of the business and affairs of the Company. The delegation will include the power and responsibility to:

- (a) develop business plans, budgets, strategies, policies, processes and codes of conduct for consideration by the Directors and to implement them to the extent approved by the Directors;
- (b) manage the financial and other reporting mechanisms of the Company;
- (c) approve and incur expenditure subject to specified expenditure limits;
- (d) sub-delegate their powers and responsibilities to employees or internal management committees of the Company; and
- (e) any other powers and responsibilities which the Directors consider appropriate to delegate to the CEO.

### **17.5 CEO to attend meetings**

The CEO is entitled, subject to a determination otherwise by the Directors, to attend all meetings of the Company, all meeting of the Directors and any Committees and may speak on any matter but not vote at a Directors' Meeting.

## **18. COMPANY SECRETARY**

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### **18.1 Appointment of a Company Secretary**

There must be at least one Company Secretary who is to be appointed by the Directors.

### **18.2 Suspension and removal of a Company Secretary**

The Directors may suspend or remove a Company Secretary from that office.

### **18.3 Powers, duties and authorities of a Company Secretary**

A Company Secretary holds office on the terms and conditions (including as to remuneration) and with the powers, duties and authorities, delegated to them by the Directors or otherwise afforded by the Corporations Act.

## **19. COMMITTEES**

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### **19.1 Committees**

The Directors may delegate any of their powers to Committees consisting of those persons they think fit (including Directors, individuals and consultants) with best endeavours to ensure at all times that no one gender constitutes more than 50% of the total number of Committee members (on any single Committee), and may vary or revoke any delegation.

### **19.2 Powers delegated to Committees**

- (a) A Committee must exercise the powers delegated to it according to the terms of the delegation and any directions of the Directors.
- (b) Powers delegated to and exercised by a Committee are taken to have been exercised by the Directors.

### **19.3 Committee meetings**

Unless otherwise determined by the Directors, committee meetings are governed by the provisions of this Constitution dealing with Directors' meetings, as far as they are capable of application.

### **19.4 Finance Audit Risk (FAR) Committee**

- (a) A FAR Committee must be established by the Directors.
- (b) The composition, duties and functions of the FAR Committee shall be defined in the FAR Committee terms of reference which must include at least one external and independent Certified Practising Accountant or Chartered Accountant and an independent Chair that is not a Director must be appointed by the Board.

## **20. POLICIES**

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### **20.1 Making and amending Policies**

- (a) In addition to policies made under **clause 7.2**, the Directors may from time to time make policies:

- (i) that are required to be made under this Constitution; and
  - (ii) that, in their opinion, are necessary or desirable for the control, administration and management of the Company's affairs and may amend, repeal and replace those policies.
- (b) The Policies referred to in **clauses 7.2** and **20.1** will take effect 7 days after the service of the Policy on the Members and shall be in force and effect on that date.

## **20.2 Effect of Policies**

A Policy:

- (a) is subject to this Constitution;
- (b) must be consistent with this Constitution;
- (c) when in force, is binding on all Members and
- (d) may be overruled if a resolution to that effect is passed by the Voting Members at a General Meeting.

## **21. INSPECTION OF RECORDS**

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A Member does not have the right to inspect any document of the Company (including registers kept by the Company) except as required by law.

## **22. ACCOUNTS**

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### **22.1 Accounting Records**

The Directors will cause proper accounting and other records to be kept and will distribute copies of financial statements as required by the Corporations Act.

### **22.2 Auditor**

A properly qualified auditor(s) shall be appointed by the Directors and the remuneration of such auditor(s) fixed and duties regulated in accordance with the Corporations Act.

## **23. SERVICE OF DOCUMENTS**

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### **23.1 Document includes notice**

In this **clause**, document includes a notice.

### **23.2 Methods of service on a Member**

The Company may give a document to a Member:

- (a) personally;
- (b) by sending it by post to the address for the Member in the Register or an alternative

address nominated by the Member; or

- (c) by sending it to an email other electronic address nominated by the Member.

### **23.3 Methods of service on the Company**

A Member may give a document to the Company:

- (a) by delivering it to the Registered Office;
- (b) by sending it by post to the Registered Office; or
- (c) by sending it to an email other electronic address nominated by the Company.

### **23.4 Post**

A document sent by post if sent to an address:

- (a) in Australia, may be sent by ordinary post; and
- (b) outside Australia, or sent from an address outside Australia, must be sent by airmail,

and in either case is taken to have been received on the fourth business day after the date of its posting.

### **23.5 Electronic transmission**

If a document is sent by email other electronic transmission, delivery of the document is taken to:

- (a) be effected by properly addressing and transmitting the email other electronic transmission; and
- (b) have been delivered on the business day following its transmission.

## **24. INDEMNITY**

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### **24.1 Indemnity of officers**

- (a) This **clause** applies to every person who is or has been:
  - (i) a Director, CEO or Company Secretary of the Company; and
  - (ii) to any other officers, employees, former officers or former employees of the Company or of its related bodies corporate as the Directors in each case determine.

Each person referred to in this paragraph (a) is referred to as an "Indemnified Officer" for the purposes of the rest of **clause 24**.

- (b) The Company will indemnify each Indemnified Officer out of the property of the Company against:

- (i) every liability (except a liability for legal costs) that the Indemnified Officer incurs as an Officer of the Company or of a related body corporate of the Company; and
- (ii) all legal costs incurred in defending or resisting (or otherwise in connection with) proceedings, whether civil or criminal or of an administrative or investigatory nature, in which the Indemnified Officer becomes involved as an officer of the Company or of a related body corporate of the Company,

unless:

- (iii) the Company is forbidden by statute to indemnify the person against the liability or legal costs; or
- (iv) an indemnity by the Company of the person against the liability or legal costs would, if given, be made void by statute.

## **24.2 Insurance**

The Company may pay or agree to pay, whether directly or through an interposed entity, a premium for a contract insuring an Indemnified Officer against liability that the Indemnified Officer incurs as an officer of the Company or of a related body corporate of the Company including a liability for legal costs, unless:

- (a) the Company is forbidden by statute to pay or agree to pay the premium; or
- (b) the contract would, if the Company paid the premium, be made void by statute.

## **24.3 Deed**

The Company may enter into a deed with any Indemnified Officer or a deed poll to give effect to the rights conferred by **clause 23.1** on the terms the Directors think fit (as long as they are consistent with **clause 23**)

## **25. WINDING UP**

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### **25.1 Contributions of Members on winding up**

- (a) Each Voting Member may be required to contribute to the Company's property if the Company is wound up whilst they are a Member or within one year after their membership ceases.
- (b) The contribution is for:
  - (i) payment of the Company's debts and liabilities contracted before their membership ceased;
  - (ii) the costs of winding up; and
  - (iii) adjustment of the rights of the contributories among themselves, and the amount is not to exceed \$1.00.
- (c) No other Member shall be required to contribute to the Company's property if the Company is wound up.

## **25.2 Excess property on winding up**

- (a) If on the winding up or dissolution of the Company, and after satisfaction of all its debts and liabilities, any property remains, that property must be given or transferred to another body or bodies:
  - (i) having objects similar to those of the Company; and
  - (ii) whose constitution prohibits (or each of whose constitutions prohibit) the distribution of its or their income and property among its or their members to an extent at least as great as is imposed under this Constitution.
- (b) That body is, or those bodies are, to be determined by the Voting Members at or before the time of dissolution or, failing that determination, by a judge who has or acquires jurisdiction in the matter.

## **26. STATE COMMITTEES**

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### **26.1 State Committees**

- (a) The Board may establish one State Committee in each State or Territory.
- (b) A State Committee is not a separate legal entity, it is a committee of the Board.
- (c) A Board may establish, vary, suspend or dissolve a State Committee.

### **26.2 State Committee Charter**

- (a) Each State Committee must operate in accordance with the State Committee Charter.
- (b) The Board may approve, amend or replace a State Committee Charter.
- (c) To the extent of any inconsistency between this Constitution and a State Committee Charter, this Constitution prevails.

### **26.3 Appointment of State Committee Members**

- (a) Appointment of State Committee Members will be in accordance with the State Committee Charter.
- (b) Each State Committee Member must act in accordance with the State Committee Charter.

## **27. ALTERATIONS TO CONSTITUTION**

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The Constitution may be modified or repealed and replaced with a new constitution by Special Resolution of the Members.

**SCHEDULE 1**  
**Life Members (at date of Constitution)**

- Vince Bain;
- Geoffrey Bovard;
- Anna Di Vincenzo;
- Derek Gatley OAM;
- Alan Glynn;
- Norma Johnson;
- Martyn Kibel;
- Carol Kimmins;
- Margaret Lonsdale OAM;
- Don McRobert;
- Margaret Reeve;
- Neil Rosenfeld;
- Peter Smith;
- Robert Steele; and
- Barry White