

# Constitution

Date: 30 May 2026

**AUSCYCLING LIMITED**

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# Constitution

## 1. DEFINITIONS AND INTERPRETATIONS

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### 1.1 Definitions

In this Constitution unless the context requires otherwise:

**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 13.9**.

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

**Chairperson or Chair** means the person elected as the chair of the Company under **clause 15.7(a)**.

**Clear Days** mean the whole days within a specified period, excluding the first and last days of the period.

**Club Member** means a club or association admitted as a Member to the Company under **clause 5.2**.

**Committee** means a committee established by the Directors under **clause 19**.

**Company** means AusCycling Limited.

**Company Secretary** means a person appointed as a company secretary of the Company by the Directors under **clause 18**.

**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 modified and amended from time to time and includes any regulations made under that Act and any exemption or modification to that Act applying to the Company.

**Cycling** means cycling in all of its forms (as a competitive sport, as a healthy recreational activity, as a means of transport and/or for fun) and disciplines including road cycling, mountain biking, BMX, track cycling, observed trails, paracycling, cyclocross, and/or other disciplines as recognised and regulated by UCI from time to time.

**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 13.6**.

**FAR Committee** means the finance, audit and risk Committee (however named) 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**.

**Intellectual Property** means all rights subsisting in copyright, business names, names, trade marks (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.

**Life Member** means a person admitted to the Company as a life member under **clause 5.4**.

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

**National Advisory Council** or **NAC** means the Committee established in accordance with **clause 20.1(a)**.

**Nominations Committee** means a Committee established by the Directors under **clause 19**, the complete and specific duties, functions and rules of which, shall be defined in written terms of reference.

**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, vice 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 this Constitution and will be publicly available to members.

**Registration** means registration of an Individual Member or Club Member with the Company, such registration being in the form of a signed application form, whether in hard copy or by electronic means of acceptance and, in the case of Individual Members, 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 a Club Member at a General Meeting of the Company.

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

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

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

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

**UCI** means the Union Cycliste Internationale.

**UCI Governing Documents** mean the constitution, regulations, code of ethics and other governing documents of UCI in force from time to time.

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

## 1.2 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 or 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.

## 2. OBJECTS

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UCI is the sole international sporting authority entitled to make and enforce regulations for the encouragement and control of Cycling. So that the above authority may be exercised in a fair and equitable manner, UCI has drawn up the UCI Governing Documents governing Cycling.

Each national federation, including the Company belonging to UCI, shall be presumed to acquiesce in and be bound by the UCI Governing Documents. Subject to such acquiescence and restraint, one single national federation per country shall be recognised by UCI as the sole international sporting power for the enforcement of the present UCI Governing Documents and control of Cycling in its own country. The Company has been so recognised by UCI and delegated by UCI with exercising the Sporting Power for Australia.

The Objects of the Company are to:

- (a) adopt and exercise the Sporting Power as the national federation for Cycling in Australia and to act as the sole Australian affiliated member of UCI in accordance with the UCI Governing Documents;
- (b) regulate, conduct, encourage, promote, advance, control and manage all levels and disciplines of Cycling in Australia interdependently with Members and others;
- (c) encourage and promote widespread participation in Cycling and physical activity including by advocating for Cycling and the interests of all cyclists across the competitive, recreational and transport activity areas;

- (d) encourage, increase and promote the development of Cycling;
- (e) strive for and maintain government, commercial and public recognition of Cycling in Australia and the Company as the authority for Cycling in Australia;
- (f) adopt, formulate, issue, interpret and amend Policies for the control and conduct of Cycling in Australia;
- (g) further the pursuit of Cycling, which includes all disciplines of Cycling, throughout and across all parts of Australia;
- (h) ensure that all Cycling in Australia is carried on in a manner that secures and enhances the safety of participants, officials, spectators and the public and which allows Cycling to be competitive and fair;
- (i) encourage the provision and development of appropriate facilities for participation in Cycling;
- (j) maintain and enhance standards, quality and reputation of Cycling for the collective and mutual benefit and interests of members and Cycling;
- (k) act as the interface between Cycling and government and communicate with and advocate to government agencies and the public;
- (l) administer financial and other assistance provided by government or other public or private sources for Cycling;
- (m) promote the importance of Cycling standards, techniques, awards and education to bodies involved in or related to Cycling;
- (n) promulgate, and secure uniformity in, such rules and standards as may be necessary for the management and control of Cycling, Cycling competitions and related activities, including but not limited to playing rules and coaching standards;
- (o) prevent and address threats to sport integrity in Cycling with a view to:
  - (i) achieving fair and honest sporting performances and outcomes;
  - (ii) promoting positive conduct by athletes, administrators, officials, supporters and other stakeholders at all times;
  - (iii) achieving a safe, fair and inclusive sporting environment at all levels of Cycling;
  - (iv) enhancing the reputation and standing of Cycling competitions and of Cycling overall; and
- (p) pursue through itself or others such commercial arrangements, including sponsorship and marketing opportunities, as are appropriate to further the Objects;

- (q) establish and conduct educational programs for coaches, officials and participants in the implementation and interpretation of Cycling rules and standards;
- (r) be the only body entitled to prepare and enter Australian teams in international Cycling competitions through UCI recognised national federations and the UCI, and other international bodies as required;
- (s) conduct or commission research and development for improvements in Cycling;
- (t) promote, control, manage and conduct Cycling events, competitions and championships;
- (u) use and promote the Intellectual Property;
- (v) affiliate and liaise with the Australian Sports Commission, the Australian Olympic Committee, Paralympics Australia, Commonwealth Games Australia and any other organisations in pursuit of these Objects; and
- (w) undertake other actions or activities necessary, incidental or conducive to advance these Objects.

### **3. POWERS**

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Solely for furthering the Objects under **clause 2**, 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 under section 124 of the Corporations Act.

### **4. INCOME AND PROPERTY OF 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 of the Company.

#### **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**

Members of the Company shall fall into one of the following categories:

- (a) Club Members, which subject to this Constitution shall have the right to receive notice of, attend and vote at General Meetings;
- (b) Life Members, who are entitled to receive notice of and attend, but not debate or vote at, General Meetings;
- (c) Individual Members, who are entitled to receive notice of and attend, but not debate or 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**

A person or club will become a Member, and the Directors will direct the Company Secretary to record their name (and in the case of a Club Member, its executive members), 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 (in the case of a Club Member, the representative of the Club Member) has submitted an application, which is accepted by the Directors, in which the Member undertakes to:

- (a) be bound by this Constitution, the UCI Governing Documents 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 9**; and
- (c) support the Company in the encouragement and promotion of its Objects.

### **5.3 Club Members**

- (a) Where an applicant for Club Membership is not incorporated but otherwise meets the criteria for that membership the Directors may recognise that entity as a Club Member. Where the Directors do recognise an entity as a Club Member under this clause that entity must incorporate within one year of recognition; otherwise its membership automatically lapses.
- (b) The Company may at its discretion refuse to accept a Club Member as a Member and shall not be required or compelled to provide any reason for such rejection.
- (c) Each Club Member will:

- (i) be incorporated or in the process of incorporation. This process must be complete within one (1) year of applying for membership under this Constitution;
  - (ii) have objects that align with those of the Company as stated in **clause 2** and do all that is reasonably necessary to enable the Objects to be achieved, having regard to any legislation applicable to that Club Member;
  - (iii) effectively promulgate and enforce the Constitution and Policies of the Company and the UCI Governing Documents;
  - (iv) at all times act for and on behalf of the interests of the Company, the Members and Cycling;
  - (v) be responsible and accountable to the Company for fulfilling its obligations under the Company's strategic plan as revised from time to time;
  - (vi) be bound by this Constitution and the Policies and the UCI Governing Documents;
  - (vii) act in good faith and loyalty to maintain and enhance the Company and Cycling, its standards, quality and reputation for the collective and mutual benefit of the Members and Cycling;
  - (viii) at all times operate with and promote mutual trust and confidence between the Company and the Members, promoting the economic and sporting success, strength and stability of each other and work cooperatively with each other in the pursuit of the Objects;
  - (ix) maintain a database of all officials and members Registered with it in accordance with the Policies and provide a copy to the Company upon request from time to time by the Directors in such means as may be required;
  - (x) not do or permit to be done any act or thing which might adversely affect or derogate from the standards, quality and reputation of Cycling and its maintenance and development; and
  - (xi) advise the Company as soon as practicable of any serious administrative, operational or financial difficulties.
- (d) Constitutions of Club Members
- (i) Each Club Member shall take all steps necessary to ensure its constituent documents conform, and amendments conform, with this Constitution and the Policies, subject to any prohibition or inconsistency in any legislation applicable to that Club Member.
  - (ii) The constituent documents and any proposed material amendments to the constituent documents of each Club Member shall be subject to the approval of the Company.

- (iii) It shall be the duty of the Company to approve, without delay, such constituent documents and proposed amendments to constituent documents as may be submitted by the Club Members provided that the said constituent documents and proposed amendments conform to this Constitution or the Policies.
- (iv) If the constituent documents do not conform to this Constitution or the Policies, the relevant Club Member shall, without delay, take all steps necessary to address the inconsistency so that those documents conform to this Constitution and the Policies.
- (v) For the avoidance of doubt, if any inconsistency remains between the constituent documents of a Club Member and this Constitution or the Policies, this Constitution and the Policies shall prevail to the extent of that inconsistency.
- (vi) The constituent documents of a Club Member must require the Club Member to advise the Company as soon as practicable of any serious administrative, operational or financial difficulties the Club Member is having.
- (e) The Directors may develop and implement Policies which may set out the membership criteria to be met by Club Members and the privileges and benefits of Club Membership in addition to those set out in this Constitution.

#### **5.4 Life Members**

- (a) Life Membership is the highest honour that can be bestowed by the Company for longstanding and valued service to Cycling in Australia.
- (b) Any Member may forward a proposed nomination to the Directors for its 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.

## 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 rejection.
- (b) Subject to **clause 5.5(a)**, an individual may apply to become an Individual Member of the Company and 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 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 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 or Cycling, or both.

## 5.7 Limited Liability

Members have no liability in that capacity except as set out in **clause 26**.

## 6. CESSATION OF MEMBERSHIP

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### 6.1 Cessation

A person ceases to be a Member on:

- (a) resignation;
- (b) death (if a natural person);
- (c) the termination of their membership according to this Constitution or the Policies;

- (d) a body corporate being dissolved or otherwise ceasing to exist; and
- (e) without limiting the foregoing:
  - (i) in the case of Members who are not Club Members, that Member no longer meeting the requirements for membership according to **clause 5**; and
  - (ii) in the case of Members who are Club Members, that Member ceasing to be a Member in accordance with **clause 8**.

## **6.2 Resignation**

For the purposes of **clause 6.1(a)**, a Member may resign as a member of the Company by giving 14 Clear Days written notice to the Directors. Where a Club Member seeks to resign as a member of the Company the written notice must be accompanied by a copy of the special resolution passed by the Club Member's members resolving that the Club Member resign from the Company.

## **6.3 Forfeiture of Rights**

A Member who or which ceases to be a Member shall forfeit all right in and claim 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**

---

### **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 must make a Policy or Policies:
  - (i) for the hearing and determination of:
    - (A) grievances by any Member who feels aggrieved by a decision or action of the Company; and
    - (B) disputes between Members relating to the conduct or administration of Cycling;
  - (ii) for the discipline of Members;
  - (iii) for the:
    - (A) 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/or

- (B) the referral of matters, or certain types of matters, to an independent hearing body; and
  - (iv) for the termination of Members (except in respect of Club Members).
- (b) 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 Cycling, or both; or
  - (iii) prejudiced the Company or Cycling or brought the Company or Cycling 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.
- (c) During investigatory or disciplinary proceedings under this **clause 7**, a respondent may not participate in Cycling, 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.
- (d) The Directors may include in any Policy or Policies a final right of appeal to an independent body outside the control of Cycling.

## **8. TERMINATION OF MEMBERSHIP OF A CLUB MEMBER**

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### **8.1 Sanctions for Discipline of Club Members**

Without limiting matters that may be referred to in the Policies, any Club Member that is determined by the Directors to have acted in a manner set out in **clause 7.2(b)** shall be liable for the sanctions set out in that Policy, including termination of Membership (which shall only take place in accordance with the procedure set out in this **clause 8**).

### **8.2 Termination of Membership of Club Members**

- (a) No recommendation can be made by the Directors under this **clause 8** unless all avenues of appeal available to the relevant Club Member under the Policies have been exhausted.
- (b) Subject to compliance with **clause 8.2(a)** (and the Policies), the Directors may recommend to a General Meeting to terminate the membership of a Club Member.

- (c) Upon recommendation from the Directors under **clause 8.2(b)**, a General Meeting may, by Special Resolution, terminate the membership of a Club Member.

## **9. FEES AND SUBSCRIPTIONS**

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### **9.1 Membership Fee**

- (a) The Directors must determine from time to time:
  - (i) the amount (if any) payable by an applicant for membership;
  - (ii) the amount (if any) 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 9** in accordance with **clause 9.1(a)(iv)**.

### **9.2 Non-Payment of Fees**

Subject to **clause 5.3(a)**, the right of a Member to attend and vote at a General Meeting is suspended while the payment of any subscription or other amount determined under **clause 9** is in arrears greater than 90 Clear Days.

### **9.3 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:
  - (i) there are reasonable grounds for doing so;
  - (ii) the Company will not be materially disadvantaged as a result; and
  - (iii) the Member agrees to pay the deferred or (if greater than zero) the reduced subscription or other amount within a time fixed by the Directors.
- (b) If the Directors defer or reduce a subscription or other amount payable by a Member under this **clause 9.3**, that Member will retain their rights to attend and vote at a General Meeting, unless otherwise specified by the Directors.

## **10. GENERAL MEETINGS**

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### **10.1 Annual General Meeting**

- (a) AGMs of the Company are to be held:

- (i) according to the Corporations Act; and
  - (ii) at a date and venue determined by the Directors.
- (b) Notwithstanding anything in **clauses 5.1(b)** or **5.1(c)**, the chair of an AGM must allow a reasonable opportunity for the Members at the meeting to ask questions about, or make comments on, the management of the Company.

## **10.2 Power to convene General Meeting**

- (a) The Directors may convene a General Meeting when 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 Corporations Act.

## **10.3 Notice of a General Meeting**

- (a) Notice of a General Meeting of Members must be given:
  - (i) to all Members entitled to attend the General Meeting, the Directors, and the auditor of the Company; and
  - (ii) in accordance with **clause 24** and the Corporations Act.
- (b) At least 45 Clear Days prior to the proposed date of the AGM, the CEO will request from Voting Members notices of motions, which must be received no less than 28 Clear Days prior to the AGM.
- (c) At least 21 Clear 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.

## **10.4 No other business**

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

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

Where a General Meeting (including an AGM) 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. This clause does not apply to a General Meeting convened by:

- (a) Members according to the Corporations Act;
- (b) the Directors at the request of Members; or
- (c) a court.

## **10.6 Written notice of cancellation or postponement of General Meeting**

Notice of the cancellation or postponement of a General Meeting must state the reasons for doing so and be given to:

- (a) each Member entitled to attend the General Meeting; and
- (b) each other person entitled to notice of a General Meeting under the Corporations Act.

## **10.7 Contents of notice postponing General Meeting**

A notice postponing a General Meeting must specify:

- (a) the new date and time for the meeting;
- (b) the place where the meeting is to be held, which may be either the same as or different to the place specified in the notice originally convening the meeting; and
- (c) if the meeting is to be held in two or more places, the technology that will be used to hold the meeting in that manner.

## **10.8 Number of Clear Days for postponement of General Meeting**

The number of Clear Days from the giving of a notice postponing a General Meeting to the date specified in that notice for the postponed meeting must not be less than the number of Clear Days' notice of that General Meeting required to be given by **clause 11.8** or the Corporations Act.

## **10.9 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.

## **10.10 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 or General Meetings 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 48 hours before the time at which the postponed meeting is to be held.

#### **10.11 Non-receipt of notice**

The non-receipt of a notice convening, cancelling or postponing a General Meeting by 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.

#### **10.12 Right to appoint representative**

- (a) In accordance with the Corporations Act, each Voting Member 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 10.13**, 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.

#### **10.13 Right to appoint 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.

#### **10.14 Form of proxy**

The instrument appointing a proxy may be in form determined by the Directors from time to time provided it complies with the requirements under the Corporations Act.

#### **10.15 Attorney of Member**

A Member may appoint an attorney to act on the Member's behalf at all or any meetings of the Company.

#### **10.16 Lodgement of proxy or attorney documents**

- (a) A proxy or attorney may vote at a General Meeting or an adjourned or postponed meeting (as the case may be) only if the instrument appointing the proxy or attorney, 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, email or other electronic address specified for that purpose in the notice of meeting; and
  - (ii) at least 48 hours 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.

#### **10.17 Authority given by appointment**

- (a) Unless the terms of the appointment specify to the contrary, an appointment by a Voting Member confers authority on a proxy, attorney or Representative:
- (i) to agree to a General Meeting being convened by shorter notice than is required by the Corporations Act or by this Constitution;
  - (ii) to speak to any proposed resolution; and
  - (iii) to demand or join in demanding a poll on any resolution.
- (b) Unless the terms of the appointment specify to the contrary, even if the instrument of appointment refers to specific resolutions and directs the proxy, attorney or Representative on how to vote on those resolutions, the appointment is taken to confer authority:
- (i) to vote on any amendment moved to the proposed resolutions and on any motion that the proposed resolutions not be put or any similar motion;
  - (ii) to vote on any procedural motion; and
  - (iii) to act generally at the meeting.
- (c) Unless the terms of the appointment specify to the contrary, if the instrument of appointment refers to a specific meeting to be held at a specified time or venue and the meeting is postponed or adjourned or changed to another venue, then the appointment confers authority to attend and vote:
- (i) at the postponed or adjourned meeting; or
  - (ii) at the new venue.
- (d) An appointment of a proxy may be a standing proxy — that is, the appointment under the proxy remains valid until it is revoked by the Voting Member that made the appointment.

- (e) The instrument appointing a proxy may provide for the Chairperson to act as proxy in the absence of any other appointment or if the person or persons nominated fails or fail to attend the meeting.
- (f) The instrument appointing a proxy may direct the manner in which the proxy is to vote in respect of a particular resolution.
- (g) If a proxy is appointed to vote on a particular resolution by more than one Voting Member and the instruments appointing the proxy direct the proxy to vote on the resolution in different ways, then the proxy must not vote on a show of hands taken on the resolution.

## **11. PROCEEDINGS AT GENERAL MEETING**

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### **11.1 Number for a quorum**

Both of the following must be achieved for a quorum to exist at a General Meeting:

- (a) at least 20% of the Voting Members; and
  - (b) one Voting Member from at least five (5) States,
- must be present in person or by proxy and be eligible to vote.

### **11.2 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, and remains throughout, the General Meeting.

### **11.3 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.

### **11.4 Adjourned meeting**

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

### **11.5 Chairperson to preside over General Meetings**

- (a) The Chairperson is entitled to preside as chair at General Meetings.
- (b) If a General Meeting is convened and there is no Chairperson, or the Chairperson 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) a Director (or other person) chosen by a majority of the Directors present;
- (ii) the only Director present; or
- (iii) a Representative of a Voting Member who is entitled to vote and is chosen by a majority of the Voting Members present.

#### **11.6 Conduct of General Meetings**

- (a) The chair:
  - (i) has charge of the general conduct of the meeting and of the procedures to be adopted;
  - (ii) may require the adoption of any procedure which in his or her opinion is necessary or desirable for proper and orderly debate or discussion or the proper and orderly casting or recording of votes; and
  - (iii) may, having regard where necessary to the Corporations Act, terminate discussion or debate on any matter whenever he or she considers it necessary or desirable for the proper conduct of the meeting.
- (b) A decision by the chair under this **clause 11.6** is final.

#### **11.7 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.

#### **11.8 Notice of adjourned meeting**

- (a) It is not necessary to give any notice of an adjournment or of the business to be transacted at any adjourned meeting unless a meeting is adjourned for 30 Clear Days or more.
- (b) In that case, at least the same period of notice as was originally required for the meeting must be given for the adjourned meeting.

### **11.9 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.

### **11.10 Equality of votes**

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

### **11.11 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.

### **11.12 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.

### **11.13 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.

### **11.14 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.

### **11.15 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.

## **12. VOTES OF MEMBERS**

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### **12.1 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 12.1**.
- (b) Each Voting Member will receive the following votes:
  - (i) Up to 9 club members, a Voting Member shall receive one (1) vote.
  - (ii) From 10 to 29 club members, a Voting Member shall receive two (2) votes.
  - (iii) From 30 to 59 club members, a Voting Member shall receive three (3) votes.
  - (iv) From 60 to 99 club members, a Voting Member shall receive four (4) votes.
  - (v) From 100 to 149 club members, a Voting Member shall receive five (5) votes.
  - (vi) From 150 to 209 club members, a Voting Member shall receive six (6) votes.
  - (vii) From 210 to 279 club members, a Voting Member shall receive seven (7) votes.
  - (viii) From 280 to 359 club members, a Voting Member shall receive eight (8) votes.
  - (ix) From 360 to 449 club members, a Voting Member shall receive nine (9) votes.
  - (x) From 450 to 549 club members, a Voting Member shall receive 10 votes.
  - (xi) From 550 to 659 club members, a Voting Member shall receive 11 votes.

- (xii) From 660 to 779 club members, a Voting Member shall receive 12 votes.
- (xiii) From 780 or more club members, a Voting Member shall receive 13 votes.
- (c) No Member other than the Voting Members shall be entitled to vote at General Meetings.

## 12.2 Election of Directors

Elections for Elected Director positions shall be by a 'first past the post' ballot in accordance with this **clause 12.2** at the relevant General Meeting on papers prepared by the CEO as follows:

- (a) where the number of nominees received for Elected Director positions is equal to or less than the number of Elected Director positions to be filled:
  - (i) the nominees will be deemed to be elected, subject to a separate ordinary resolution being passed in favour of each individual nominee; and
  - (ii) any remaining positions, including any positions for which an ordinary resolution fails to pass in favour of a nominee, will be deemed a casual vacancy; or
- (b) in all other cases, a separate ballot will be conducted for each separate Elected Director position to be filled, with the eligible nominee who receives the highest number of votes to be elected to fill that Elected Director position. If two or more nominees receive the highest number of votes a further ballot will be conducted amongst only those tied nominees, with the nominee who receives the highest number of votes elected. This process will be repeated if there is a further tie amongst the nominees receiving the highest number of votes, until only two nominees remain. If there is a further tie where there are only two nominees in the ballot, the CEO will determine the successful nominee by lot.

## 12.3 Resolutions not in General Meeting

- (a) If all Members entitled to vote sign a document containing a statement that they are in favour of a resolution in terms set out in the document, a resolution in those terms is deemed to have been passed at a General Meeting of the Company held at the time on which the document was signed by the last Member entitled to vote.
- (b) For the purposes of **clause 12.3(a)**, two or more separate documents containing statements in identical terms, each of which is signed by one or more Members entitled to vote, are deemed together to constitute one document containing a statement in those terms signed by those Members on the respective days on which they signed the separate documents.

- (c) An email or other form of visible or other electronic communication under the name of a Member is deemed to be a document in writing signed by that Member for the purpose of this clause.

## **13. DIRECTORS**

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### **13.1 Number of Directors**

- (a) There must be not less than five Directors and not more than 10 Directors.
- (b) Subject to **clause 13.1(a)**, not more than:
  - (i) six Directors are to be elected by the Members (**Elected Directors**); and
  - (ii) four Directors are to be appointed under **clause 13.9**.
- (c) Subject to **clause 13.1(d)**, the Directors must at all times comprise more than one gender and no gender shall account for more than:
  - (i) five Directors;
  - (ii) three Elected Directors; or
  - (iii) two Appointed Directors.
- (d) Where compliance with **clause 13.1(c)** is not reasonably practicable due to a vacancy, the Directors must take all reasonable steps to restore compliance as soon as reasonably practicable.

### **13.2 Eligibility**

- (a) For the period from the date of this Constitution a person who:
  - (i) is an employee of the Company or a Club Member; or
  - (ii) holds an Official Position with a Club Member; or
  - (iii) was a Director of the Company and **clause 13.7** 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 who accepts a disqualifying position must notify the other Directors of that fact immediately and is deemed to have vacated office as a Director.
- (c) A person elected or appointed as a Director at the time of holding a disqualifying position must resign from that disqualifying position within 30 Clear Days.

- (d) No person shall be eligible to stand for an Elected Director position if, during the proposed term of office, they would be in breach of **clause 13.7**.
- (e) The Directors may determine position or role descriptions or necessary qualifications for Director positions.

### **13.3 Nomination for election**

- (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 based on documented eligibility and selection criteria. The Nominations Committee has the power to determine that a nomination is unsuitable for further consideration by the Company, the Directors or the Members but only if this decision is unanimous. Subject to **clauses 13.3(b)** and **13.3(c)**, the complete and specific duties, functions and rules of the Nominations Committee are to be defined in the Nominations Committee terms of delegation.
- (b) The Nominations Committee will be chaired by an independent non-Director as appointed by the Directors.
- (c) When considering whether a person is suitable to be nominated to fill a director vacancy, the Nominations Committee will assess the suitability of the individual as if he/she had been an Individual Member and bound by applicable UCI rules (including the UCI Code of Ethics) for the 12 months prior to the date of the proposed appointment, even where they were not an Individual Member for part or all of that time.
- (d) At least 45 Clear 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 CEO will request from Members nominations (which comply with this **clause 13.3**) for elections to positions falling vacant, which must be received no less than 28 Clear Days prior to the AGM.
- (e) Any Member, Director or Committee may nominate a person to fill a vacancy in an Elected Director position that is to be the subject of an election at the next AGM.
- (f) A nomination must:
  - (i) be in the form required by the Directors; and
  - (ii) signed by the nominator and nominee.

### **13.4 Term of office of Directors generally**

Subject to **clauses 13.2, 13.6, 13.7** and **13.8**, an Elected Director will hold office for a term of three years.

### **13.5 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 13.7**, is eligible for re-election.

### **13.6 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 12.2** to fill the vacancy by electing someone to that office.
- (b) Subject to **clauses 13.6(c), 13.7** and **13.12**, an Elected Director elected under this **clause 13.6** 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 13.6(a)(ii)** is elected for the remainder of the term of office for the position that they are filling.
- (d) Two Elected Directors must retire from office at each AGM.

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

- (a) A Director must not serve more than three consecutive terms as a Director, including where one or more of the terms is as an Appointed Director. For the avoidance of doubt, service for any part of a term shall be deemed a full term for the purposes of this **clause 13.7(a)**.
- (b) A Director who has served the maximum number of terms in accordance with **clause 13.7(a)** shall not be eligible to be a Director for three years following the completion of their maximum term.

### **13.8 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 13.13**) in the rank of the Elected Directors.
- (b) A person appointed under **clause 13.8(a)** holds office for the remainder of the vacating Director's term and, subject to this Constitution, they may offer themselves for re- election.

### **13.9 Appointed Directors**

- (a) In addition to the Elected Directors and subject to **clause 13.9(e)**, the Directors may themselves appoint up to four persons to be Directors because of their special business acumen and/or technical skills. These persons will be known as the "**Appointed Directors**".

- (b) Subject to **clauses 13.7** and **13.12**, 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 two consecutive terms as an Appointed Director but, subject to the other requirements of this Constitution, in particular **clause 13.7**, are otherwise eligible to be elected to an Elected Director position. For the avoidance of doubt any part of a term shall be deemed a full term for the purposes of this **clause 13.9(c)**.
- (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.
- (e) The chair of the National Advisory Council must at all times be appointed by the Directors from among the Appointed Directors.

### **13.10 Remuneration of Directors**

Subject to **clause 13.11**, a Director must not be paid for services as a Director but, with the approval of the Directors and subject to the Corporations Act, may be:

- (a) paid by the Company for services rendered to it other than as a Director; and
- (b) reimbursed by the Company for their reasonable travelling, accommodation and other expenses when:
  - (i) travelling to or from meetings of the Directors, a Committee or the Company; or
  - (ii) otherwise engaged in the affairs of the Company.

### **13.11 Honorarium**

The Company may in General Meeting by ordinary resolution determine to pay a Director an ex-gratia payment.

### **13.12 Removal of Director**

- (a) A Director may be removed by the Members in accordance with the Corporations Act.
- (b) Unless otherwise resolved at a General Meeting, a Director removed in accordance with **clause 13.12(a)** cannot be re-appointed as a Director within three years of their removal.

### **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 13.12**;

- (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 Clear Days;
- (f) is not present at three consecutive Directors' meetings without leave of absence from the 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 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**

- (a) The Directors are to manage the Company's business and may exercise those of the Company's powers that are not required, by the Corporations Act or by this Constitution, to be exercised by the Company in General Meeting.
- (b) The Directors must manage the internal affairs of the Company with total independence and ensure that no third party interferes in the Company's operations. Any external form of interference or attempt to interfere must be reported to the UCI.
- (c) The Company must operate a physical office in each State with adequate staff to deliver the relevant Objects within that jurisdiction.

#### **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.

#### **14.4 Appointment of 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.

#### **14.5 Provisions in power of attorney**

A power of attorney granted under **clause 14.4** 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.

#### **14.6 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.

#### **14.7 Code of Conduct**

The Directors must:

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

## **15. PROCEEDINGS OF DIRECTORS**

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### **15.1 Directors' meetings**

- (a) Subject to **clause 15.1(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 six times in each calendar year.

### **15.2 Questions decided by majority**

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

### **15.3 Chair's casting vote**

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

### **15.4 Quorum**

Five Directors present in person constitutes a quorum.

### **15.5 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.

### **15.6 Convening meetings**

- (a) A Director may, and the CEO on the request of a Director must, 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, email or other 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, email or other 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.

## 15.7 Election of Chairperson

- (a) The Directors must at the first Directors' meeting after the AGM annually elect one of their number to be the Chairperson by a majority vote.
- (b) The Director elected to be Chairperson under **clause 15.7(a)** will, subject to remaining a Director, remain Chairperson for one year from the date of their election until the first Directors' meeting after the following AGM and shall chair any meeting of Directors.
- (c) Despite **clause 15.7(b)**, if:
  - (i) there is no person elected as Chairperson; or
  - (ii) the Chairperson is not present within 15 minutes after the time appointed for the holding of the meeting; or
  - (iii) the Chairperson is unwilling to act,the Directors present may elect one of their number to be chair of the meeting.
- (d) A Director elected as Chairperson may be re-elected as Chairperson in following years, so long as he or she remains a Director.

## 15.8 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 other 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 15.8(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.

## 15.9 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.

### 15.10 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 in the matter.
- (b) 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.
- (c) In the event of any uncertainty in this regard, the issue shall immediately be determined by a vote of the Directors or, if this is not possible, the matter shall be adjourned or deferred to the next meeting.
- (d) The CEO shall maintain a register of declared interests.

### 15.11 Minutes

The Directors must cause minutes of meetings to be made and kept according to the Corporations Act.

## 16. TELECOMMUNICATION MEETINGS OF THE COMPANY

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### 16.1 Telecommunication Meeting

- (a) A General Meeting or a Directors' Meeting may be held by means of a Telecommunication 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 Telecommunication Meeting in so far as they are not inconsistent with the provisions of this **clause 16**.

### 16.2 Conduct of Telecommunication Meeting

The following provisions apply to a Telecommunication 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 announce his or her presence to all other persons taking part in the meeting;
- (d) a person may not leave a Telecommunication Meeting by disconnecting his or her 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 Telecommunication Meeting unless that person has previously notified the chair of leaving the meeting; and
- (f) a minute of proceedings of a Telecommunication 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.

## **17. CHIEF EXECUTIVE OFFICER**

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### **17.1 Appointment of CEO**

The Directors shall appoint a CEO.

### **17.2 Powers, duties and authorities of 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 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 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 his or her 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 does not have a vote.

## **18. COMPANY SECRETARY**

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

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

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

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

### **18.3 Powers, duties and authorities of 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.

## **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), 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 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 delegation.

## **19.5 Gender balance**

- (a) Subject to **clause 0**, the Directors must use best endeavours to ensure at all times that no one gender constitutes:
  - (i) more than 50% of the total number of Committee members where there is an even number of members; or
  - (ii) more than one greater in number of Committee members than another gender where there is an odd number of members,on the Nominations Committee and FAR Committee.
- (b) Where compliance with **clause 19.5(a)** is not reasonably practicable due to a vacancy, the Directors must take all reasonable steps to restore compliance as soon as reasonably practicable.

## **20. NATIONAL ADVISORY COUNCIL**

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### **20.1 Establishment**

- (a) The Directors will, in accordance with **clause 19**, establish a National Advisory Council.
- (b) At no time shall the Directors establish more than one National Advisory Council.
- (c) The chair of the National Advisory Council is appointed in accordance with **clause 13.9(e)**.

### **20.2 NAC Powers**

- (a) The National Advisory Council will function as a committee of the Directors in accordance with **clause 19** and will be constituted and carry out such duties and functions, and with such powers, as the Directors determine.
- (b) The National Advisory Council is not a Member (but may be comprised of Individual Members) and does not enjoy any of the rights, privileges or authorities of a Member under this Constitution.

## **21. POLICIES**

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### **21.1 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) which 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 **21.1(a)** take effect 7 Clear Days after the service of the Policy on the Member and shall be of force and effect on that date.

## **21.2 Effect of Policies**

A Policy:

- (a) is subject to this Constitution;
- (b) must be consistent with this Constitution; and
- (c) when in force, is binding on all Members and has the same effect as a provision in this Constitution.

## **22. 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.

## **23. ACCOUNTS**

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### **23.1 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.

### **23.2 Auditor**

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

## **24. SERVICE OF DOCUMENTS**

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### **24.1 Document includes notice**

In this **clause 24**, document includes a notice.

### **24.2 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 or other electronic address nominated by the Member.

### **24.3 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 or other electronic address nominated by the Company.

### **24.4 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.

### **24.5 Email or electronic transmission**

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

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

## **25. INDEMNITY**

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### **25.1 Indemnity of officers**

- (a) This **clause 25** 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 25**.

- (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.

## **25.2 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.

## **25.3 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 25.1** on the terms the Directors think fit (as long as they are consistent with **clause 25**).

## **26. WINDING UP**

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

- (a) Each Voting Member must contribute to the Company's property if the Company is wound up while 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 must contribute to the Company's property if the Company is wound up.

## **26.2 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.