



**CONSTITUTION
of
DEAFNESS FORUM LIMITED**

ACN 008 587 611

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Corporations Law

A Company Limited by Guarantee

**CONSTITUTION
OF
DEAFNESS FORUM LIMITED**

ACN 008 587 611

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Constitution, unless the context otherwise requires:

- (a) "**Adult**" means a natural person of or over 18 years of age.
- (b) "**Associate Members**" means an Adult who has an interest in the deafness sector and who supports the objects and rules of the Company, and is not a Consumer or a Service Provider.
- (c) "**Board**" means the Board of Directors for the time being of the Company.
- (d) "**By-Laws**" means the By-Laws of the Company made under clause 26.
- (e) "**Chairman**" means the Chairman of the Company.
- (f) "**Child**" means a natural person under 18 years of age.
- (g) "**Chief Executive Officer**" means the natural person from time to time appointed by the Directors to the office of Chief Executive Officer or, if at any time no person holds that office, instead means the Secretary.
- (h) "**Chronic Ear Disorder**" refers to people with a disorder of the ear (such as Tinnitus or Meniere's) which may occur with or without a hearing loss.
- (i) "**Class**" means a class of Full Members (as described in clause 5.2).
- (j) "**Company**" means Deafness Forum Limited ACN 008 587 611.
- (k) "**Committee**" includes a work group or advisory panel.

- (l) "**Constitution**" means the Constitution for the time being of the Company.
- (m) "**Consumer**" means an Adult who is:
 - (i) Hearing Impaired or
 - (ii) Deaf or
 - (iii) has a chronic ear disorder; or
 - (iv) a Parent or guardian of a person who is hearing impaired, or Deaf, or has a chronic ear disorder or
 - (v) Deafblind
- (n) "**Consumer Association**" means a Hearing Impaired Association, a Deaf Association, an Ear Disorders Association, a Parent Association or a Deafblind Association.
- (o) "**Corporation**" means any body corporate, whether formed or incorporated within or outside the Territory.
- (p) "**Deaf**" refers to people who regard themselves as members of the Deaf community by virtue of its language and culture.
- (q) "**Deaf Association**" means an Incorporated Person or an Organisation:
 - (i) of which (in the opinion of the Board) not less than 50% of its members are people who are Deaf, and
 - (ii) which (in the opinion of the Board) includes, as one of its principal purposes, either the representation of the interests of people who are Deaf or the improvement of the wellbeing of people who are Deaf.
- (r) "**Deafblind**" refers to people who regard themselves as blind or visually impaired, as well as Deaf or hearing impaired.
- (s) "**Deafblind Association**" means an Incorporated Person or an Organisation:
 - (i) of which (in the opinion of the Board) not less than 50% of its members are people who are deafblind, and
 - (ii) which (in the opinion of the Board) includes, as one of its principal purposes, either the representation of the interests of people who are deafblind or the improvement of the wellbeing of people who are deafblind.

- (t) "**Director**" means a Director for the time being of the Company.
- (u) "**Ear Disorders Association**" means an Incorporated Person or an Organisation:
 - (i) of which (in the opinion of the Board) not less than 50% of its members are people who have a chronic ear disorder, and
 - (ii) which (in the opinion of the Board) includes, as one of its principal purposes, either the representation of the interests of people who have a chronic ear disorder or the improvement of the wellbeing of people who have a chronic ear disorder.
- (v) "**Eligible Person**" has the meaning given in clause 12.1.
- (w) "**Financial year**" means each period of 12 months ending on 30 June or any other 12 month period determined by the Board.
- (x) "**Full Member**" means a subscription-paying Person or Organisation admitted to membership of the Company under clause 5.3, and excludes Associate Members.
- (y) "**Group**" means each of the following groups of Eligible Persons:
 - (i) Hearing Impaired Consumer Nominees;
 - (ii) Deaf Consumer Nominees;
 - (iii) Ear Disorders Consumer Nominees;
 - (iv) Parent Consumer Nominees;
 - (v) Deafblind Nominees; and
 - (vi) Service Provider Nominees.

(as described in clause 12.1).
- (z) "**Hearing Impaired**" refers to people with a hearing loss, who communicate predominantly orally; and includes people described as "oral deaf" because (predominantly) they use an oral language rather than a sign language, and people who (while using a sign language) do not see themselves as members of the Deaf community.

- (aa) "**Hearing Impaired Association**" means an Incorporated Person or an Organisation:
- (i) of which (in the opinion of the Board) not less than 50% of its members are people who are Hearing Impaired, and
 - (ii) which (in the opinion of the Board) includes, as one of its principal purposes, either the representation of the interests of people who are Hearing Impaired or the improvement of the well being of people who are Hearing Impaired.
- (bb) "**Hearing Impaired Member**" means an Organisation or Person admitted as a Hearing Impaired Member under clause 5.3.
- (cc) "**Incorporated Person**" means a Person other than a natural person.
- (dd) "**Life Member**" means a Person or Organisation admitted to life membership under clause 5.5.
- (ee) "**member**" means a Person or Organisation admitted to membership of the Company under this Constitution.
- (ff) "**Office**" means the registered office for the time being of the Company.
- (gg) "**Ordinary Resolution**" means a resolution in accordance with clause 11.20.
- (hh) "**Organisation**" means an unincorporated group or association of Persons of not less than five in number whose common and principal objective as a group or association is the promotion of the interests and well being of people who are Deaf or Hearing Impaired or have a chronic ear disorder.
- (ii) "**Parent**" means a natural person who is the parent or legal guardian of a Child or Adult, and includes a biological parent, step-parent and foster parent.
- (jj) "**Parent Association**" means an Incorporated Person or an Organisation:
- (i) of which (in the opinion of the Board) not less than 50% of its members are the Parent of a person who is Deaf or Hearing Impaired or has a chronic ear disorder, and
 - (ii) which (in the opinion of the Board) includes, as one of its principal purposes, either the representation of the interests of people who are the Parent of a person who is Deaf or Hearing Impaired or has a chronic ear disorder or the improvement of the wellbeing of people who are the Parent of a person who is Deaf or Hearing Impaired or has a chronic ear disorder.

- (kk) "**People**" means natural persons.
- (ll) "**Person**" means a natural person, Corporation, incorporated association or other legal entity.
- (mm) "**Representative**" means a person appointed as a representative of a member under clause 6 of the Constitution and (in the case of a Corporation) in accordance with section 250D of the Corporations Law.
- (nn) "**Secretary**" means any person appointed for the time being to perform the duties of the Secretary of the Company.
- (oo) "**Service Provider**" means an Adult who provides services which promote the well-being of people who are hearing impaired or Deaf or have a chronic ear disorder.
- (pp) "**Service Provider Association**" means an Incorporated Person or an Organisation (including but not limited to any professional body) which (in the opinion of the Board) has, as its principal purpose, the provision of services which promote the wellbeing of people who are hearing impaired, or Deaf, or have a chronic ear disorder.
- (qq) "**Special Resolution**" means a resolution in accordance with clause 11.21.
- (rr) "**State**" means any State or Territory of Australia.
- (ss) "**State Branch**" means a branch established under clause 8.
- (tt) "**Territory**" means the Australian Capital Territory.
- (uu) "**DGR**" means an organisation endorsed by the Australian Taxation Office as a Deductible Gift Recipient.
- (vv) "**Gift Fund**" means a fund maintained by the Company to receive gifts of money and property made to the Company for its principal purpose or for the principal purpose of a fund for which the Company is a DGR."

1.2 Interpretation

(a) Interpretation

In this Constitution, unless the context otherwise requires:

- (i) words importing the singular number include the plural number and vice versa;
- (ii) words importing the masculine gender include the feminine gender and vice versa;

- (iii) words importing persons include corporations;
 - (iv) expressions referring to writing shall be construed as including references to printing, lithography, photography and other modes of representing or reproducing words in a visible form;
 - (v) an expression used in a particular Part or Division of the Corporations Law that is given by that Part or Division a special meaning for the purposes of that Part or Division has in any clause of this Constitution that deals with a matter dealt with by that Part or Division the same meaning as in that Part or Division;
 - (vi) all headings contained in this constitution are for guidance and do not form part of the substance of the Constitution.
- (b) Section 110B of the Corporations Law applies in relation to this Constitution as if it were an instrument made, granted or issued under the Corporations Law as amended from time to time.
 - (c) A reference to the Corporations Law or other legislation, or any provision of the Corporations Law or other legislation, includes a reference to any amending or replacement legislation and (where applicable) comparable provision of any such amending or replacement legislation.

2. EXCLUSION OF REPLACEABLE RULES

Subject to Part 2B.4 of the Corporations Law, the replaceable rules shall not apply to the Company.

3. PURPOSES

3.1 Objectives

The objectives for which the Company is established ("Objects") are:

- (a) to represent, and to promote the interests and wellbeing of, people who are hearing impaired, Deaf or have a chronic ear disorder;
- (b) to represent and to provide a forum for Organisations and Persons who wish to promote the interests and wellbeing of people who are hearing impaired, Deaf or have a chronic ear disorder;
- (c) to encourage, conduct or aid research (with or without arranging or giving any monetary assistance) having relevance to people who are hearing impaired, Deaf or

have a chronic ear disorder or any segment of any one or more of those groups of people;

- (d) to raise funds by any means, and to use and apply funds (by donation, scholarship, grant or otherwise), for the promotion of the interests and well being of people who are hearing impaired, Deaf or have a chronic ear disorder; and
- (e) to do all things which are incidental or conducive to attaining the above Objects.

3.2 Powers

Solely for the purpose of carrying out the Objects of the Company but not otherwise, the Company shall have the legal capacity and all the powers of a natural person, including the power to:

- (a) attract or encourage donations, bequests, legacies and all forms of deferred gifts from any Person and to accept grants (including specific purpose grants) from any Government Authorities and semi-Government Authorities;
- (b) raise money by any method that seems desirable;
- (c) administer, control or act as a trustee of any trust, settlement or other fund and as the nominee of any company or person;
- (d) subscribe to, become a member of, co-operate with or amalgamate with any other fund, authority or institution, whether incorporated or not, whose objects are altogether in part similar to those of the Company provided that the Company shall not subscribe to or support with its funds any fund, authority or institution which is not a fund, authority or institution approved by the Commissioner for Taxation as a fund, authority or institution referred to in Table 1 or Table 3 in sub-section 78(4) of the Income Tax Assessment Act 1986 (Cth) and which does not prohibit the distribution of its income and property among its members to an extent at least as great as that imposed on the Company under or by virtue of clause 4 of this Constitution;
- (e) purchase, take or lease or in exchange, hire and otherwise acquire any lands, buildings, easements or property, real and personal, and any rights or privileges which may be requisite for the purposes of, or capable of being conveniently used in connection with, any of the objects of the Company provided that in case the Company shall take or hold any property which may be subject to any trusts, the Company shall only deal with the same in such manner as is allowed by law having regard to such trusts;
- (f) insure against fire or otherwise any insurable property of the Company and to pay premiums on insurance or assurance policies which the Company may acquire by any means;

- (g) enter into any arrangements with any Government or authority, supreme, municipal, local or otherwise, and to obtain from any such Government or authority any rights, privileges and concessions which the Company may think it desirable to obtain, and to carry out, exercise and comply with any such arrangements, rights, privileges and concessions;
- (h) appoint, employ, remove or suspend managers, clerks, secretaries, servants, workmen and other persons;
- (i) establish and support or aid in the establishment and support of associations, institutions, funds, trusts and arrangements calculated to benefit employees or past employees of the Company or the dependants or connections of any such persons, and to grant pensions and allowances;
- (j) construct, improve, maintain, develop, work, manage, carry out, alter or control any houses, buildings, grounds, works or facilities, and to contribute to, subsidise or otherwise assist and take part in the construction, improvement, maintenance, development, working, management, carrying out, alteration or control thereof;
- (k) invest and deal with the money of the Company not immediately required, in such manner as may be permitted by law for the investment of trust funds;
- (l) borrow or raise or secure the payment of money in such manner as the Company may think fit and to secure the same or the repayment or performance of any debt, liability, contract, guarantee or other engagement incurred or to be entered into by the Company in any way and in particular by the issue of debentures perpetual or otherwise charged upon all or any of the Company's property (both present and future), and to purchase, redeem or pay off any such securities;
- (m) make, draw, accept, endorse, discount, execute and issue promissory notes, bills of exchange, bills of lading and other negotiable or transferable instruments; sell, improve, manage, develop, exchange, lease, dispose of, turn to account or otherwise deal with all or any part of the property and rights of the Company;
- (n) take or hold mortgages, liens and charges to secure payment of the purchase price or any unpaid balance of the purchase price, of any part of the Company's property of whatsoever kind sold by the Company, or any money due to the Company from purchasers and others;
- (o) apply for, purchase, or otherwise acquire any patents, patent rights, copyrights, trade marks, formulae, licences, concessions, and the like, conferring any exclusive or non-exclusive or limited right to use, or any secret or other information as to any invention, and to use, exercise, develop, or grant licences in respect of, or otherwise turn to account, the property, rights, or information so acquired;

- (p) lend and advance money or give credit to any person, to guarantee, and give guarantees or indemnities for the payment of money or the performance of contracts or obligations by any person, and to secure or undertake in any way the repayment of moneys lent or advanced to or the liabilities incurred by any person;
- (q) apply for, secure, acquire by grant, legislative enactment, assignment, transfer, purchase or otherwise, and to exercise, carry out, and enjoy any charter, licence, power, authority, franchise, concession, right, or privilege, which any Government or authority or any corporation or other public body may be empowered to grant; and to pay for, aid in, and contribute towards carrying the same into effect, and to appropriate any of the Company's debentures and assets to defray the necessary costs, charges, and expenses thereof;
- (r) apply for, promote, and obtain any statute, order, regulation, or other authorisation or enactment which may seem calculated directly or indirectly to benefit the Company and to oppose any bills, proceedings, or applications which may seem calculated directly or indirectly to prejudice the Company's interests;
- (s) procure the Company to be registered or recognised in any country or place outside the place of its incorporation;
- (t) produce, publish and distribute any newspapers, periodicals, books, leaflets, films, videos or other means of communication;
- (u) purchase or otherwise acquire and undertake all or any part of the property, assets, liabilities and engagements of any one or more of the companies, institutions, societies or associations with which the Company is authorised to amalgamate;
- (v) transfer all or any part of the property, assets, liabilities and engagements of the Company to any one or more of the companies, institutions, societies or associations with which the Company is authorised to amalgamate;
- (w) transact any lawful business in aid of the Commonwealth of Australia in the prosecution of any war in which the Commonwealth of Australia is engaged;
- (x) make donations for patriotic or charitable purposes; and
- (y) hold or arrange competitions and provide or contribute towards the provision of prizes, awards and distinctions in connection therewith, provided that no members of the Company shall receive any prize, award or distinction of monetary value except as a successful competitor in any competition held or provided by the Company;

provided that the Company shall not support with its funds any activity or endeavour to impose on or procure to be observed by its members or others any regulations or restrictions which if an object of the Company would make it a trade union within the meaning of the Workplace

Relations Act 1996 (Cth) and its rules and regulations.

- 3.3 The powers set out in section 124(1) of the Corporations Law shall apply to the Company except insofar as they are inconsistent with the Objects of the Company.
- 3.4 It is intended that this clause 3 and the other provisions of this Constitution shall:
- (a) prevent the application of the doctrine of ultra vires to the powers of the Company to further its Objects; and
 - (b) ensure that the Company is able to give effect to its Objects set out in this Constitution without the necessity to specifically include a power,

and this clause 3 and the other provisions of this Constitution shall be construed accordingly.

4. INCOME AND PROPERTY

- 4.1 The income and property of the Company shall be applied solely towards the promotion of the Objects of the Company and no portion thereof shall be paid or transferred directly or indirectly by way of dividends bonus or otherwise to the members of the Company except as otherwise permitted under clause 4.2.
- 4.2 Nothing herein contained shall prevent:
- (a) the payment, in good faith, of remuneration to any officers or servants of the Company or to any member of the Company in return for any services actually rendered to the Company or for goods supplied in the ordinary and usual way of business; or
 - (b) the payment of interest, at a rate not exceeding the rate for the time being fixed for the purpose of this clause by the Constitution, on money borrowed from any member of the Company; or
 - (c) reasonable and proper rent for premises demised or let to the Company by any member of the Company,

provided that no member of the Board or any Committee shall be appointed to any salaried office of the Company or any office of the Company paid by fees, and no remuneration or other benefit in money or money's worth shall be paid or given by the Company to any member of the Board or Committee of the Board, except repayment of out-of-pocket expenses and interest at the rate aforesaid on money lent or reasonable and proper rent for premises demised or let to the Company.

- 4.3. On the winding up of a Gift Fund, or on revocation of the endorsement of the Company as a DGR, the Company must transfer the surplus assets of the Gift Fund (after payment of

liabilities attributable to that Gift Fund) to another DGR, provided that, where the Company is a DGR for more than one Gift Fund, if a Gift Fund is wound up then the Company may transfer the surplus assets of that Gift Fund (after payment of liabilities attributable to that Gift Fund) to one of its other Gift Funds.

5. MEMBERSHIP

5.1 Number

The number of members of the Company shall be one or such greater number as the Board may from time to time register. For the avoidance of doubt, there shall be no limit on the number of members that may be registered.

5.2 Members

- (a) The members shall consist of the Persons and Organisations admitted to membership from time to time by the Board.
- (b) There shall be four classes of Full Members ("Classes"), being:
 - (i) Consumers ("Consumer Members");
 - (ii) Consumer Associations ("Consumer Association Members");
 - (iii) Service Providers ("Service Provider Members"); and
 - (iv) Service Provider Associations ("Service Provider Association Members").
- (c) Persons and Organisations, not including Associate Members may also become Life Members, as set out in clause 5.5.
- (d) There shall be one class of Associate Members ("Class"):
 - (i) Associate Members will not be registered as "full" members. They will not be entitled to vote at an Annual General Meeting, nor eligible to stand for nomination to the board of Deafness Forum Ltd., nor eligible for nomination for Life Membership;
 - (ii) Upon application to the Company and at the Board's discretion, the Board may waive an Associate Member's subscription fee for the relevant year.

5.3 Applications for and Admission to Full Membership

- (a) Persons and Organisations who meet the membership criteria set out in this clause 5.3 may apply to become a Full Member of the Company in accordance with clause 5.2.b

inclusive (as applicable).

- (b) Persons who meet the membership criteria set out in clause 5.2.d may apply to become an Associate Member of the Company. A person admitted to Associate membership of the Company shall be admitted as an Associate Member.
- (c) Applications for membership shall be made in the form and manner prescribed from time to time by the Board and shall state the Class and Group to which the applicant wishes to be admitted as a member.
- (d) A Person or Organisation admitted to full membership of the Company shall be admitted as a Consumer Member, Consumer Association Member, Service Provider Member or Service Provider Association Member (and may be a member of one Class only).
- (e) Any Consumer (including any Consumer who is also a Service Provider) may apply to be admitted as a Consumer Member.
- (f) Any Consumer Association (including any Consumer Association which is also a Service Provider Association) may apply to be admitted as a Consumer Association Member.
- (g) Any Service Provider (other than a person who is both a Service Provider and a Consumer) may apply to be admitted as a Service Provider Member.
- (h) Any Service Provider Association (other than any Service Provider Association which is also a Consumer Association) may apply to be admitted as a Service Provider Association Member.
- (i) Upon admission to membership, the name of the member shall be entered in the register of members. The member shall be admitted and recorded as a member of a Class and Group.
- (j) Membership in the case of natural persons shall, subject to the provisions of this Constitution, be subject to the terms and conditions and for the period of time determined by the Board at any time and from time to time.
- (k) Membership in the case of Organisations and Incorporated Persons shall be subject to the terms and conditions and for the period of time determined by the Board at any time and from time to time.
- (l) Subject to subclause 5.3(m), each member shall have the rights, duties and privileges from time to time accorded to the Class of which the Person or Organisation is a member.
- (m) Members which are Organisations or Incorporated Persons may be classified and reclassified by the Board from time to time as Local, State or National. The Board may

at any time and from time to time determine the rights, duties and privileges attaching to Local, State and National members and may differentiate between those classifications of members.

- (n) An annual membership fee in the amount (if any) from time to time determined by the members in general meeting shall be payable by all members (provided that the members may determine that fees of different amounts may apply in respect of different Classes).

5.4 Life Members

- (a) Where a Person or Organisation, excluding Associate Members has (in the opinion of the Board) rendered outstanding service to the Company or in service of its Objects, and the Board has recommended to the members that that Person or Organisation be made a Life Member of the Company, the Company may in general meeting (by Ordinary Resolution) admit that Person or Organisation as a Life Member.
- (b) A Life Member shall have the rights, privileges and duties of:
 - (i) a Full Member, if so determined by the Board or if a Full Member at the time of being admitted as a Life Member; or
 - (ii) as otherwise determined by the Board, in any other case,

except that a Life Member shall not be liable to pay any membership fee or levy to the Company.
- (c) A Life Member who has the rights, privileges and duties of a Full Member shall be deemed to be a member of the Class nominated by that Life Member or, failing or until any such nomination is made, of the Class determined by the Board.
- (d) A Life Member who does not have the rights, privileges and duties of a Full Member shall be deemed to be aligned with the Class nominated by that Life Member or, failing or until any such nomination is made, with the Class determined by the Board.

5.5 Rejection of applications

- (a) The Board may, in its absolute discretion, accept or refuse any application for membership and may decide any application on any grounds it considers appropriate in the interests of the Company.
- (b) The Board shall not be required to give any reason for the rejection of an application for membership.

5.6 Subscriptions and Levies

- (a) The members at the Annual General Meeting shall by Ordinary Resolution determine the annual subscriptions payable by Members (other than Life Members) and the subscription may vary between different Classes.
- (b) The Board may resolve to impose a levy upon members for specific purposes and under conditions specified in the resolution imposing the levy, but no levy may be imposed unless the resolution is passed by Ordinary Resolution at a general meeting of members.

5.7 Limited Liability of members

The liability of the members is limited.

5.8 Contribution by members

Every member of the Company undertakes to contribute to the property of the Company, in the event of the same being wound up while he is a member, or within one year after he ceases to be a member, for payment of the debts and liabilities of the Company (contracted before he ceases to be a member) and of the costs, charges, and expenses of winding up and for the adjustment of the rights of the contributories among themselves, such amount as may be required, not exceeding \$10.

6. PROXIES AND REPRESENTATIVES OF MEMBERS

6.1 Appointment of proxies

Any full member may appoint a proxy to act as his or its Representative at any meeting¹ which that member may be entitled to attend and to exercise all rights and to discharge all duties which that member might have.

6.2 Instrument appointing proxies

The instrument appointing a proxy:

- (a) shall be in writing, in the case of a member being a natural person, under the hand of the appointor or his attorney duly authorised in writing or in the case of a member being other than a natural person under the hand of a person authorised to sign on that member's behalf. The appointment of a proxy may be revoked by the appointor at any time;
- (b) may be in or to the effect of the following form or any other form which the Board may

¹ Does include directors attending a meeting of the board.

approve:

"I, (insert full name) of (address) being a full member of Deafness Forum Limited hereby appoint (full name) of (address) as my proxy to vote for me on my behalf at (specify meeting) and may be entitled to attend and to exercise all rights and duties which I might have by reason of my membership of the Company."; signed; and

- (c) need not be recognised by the Company until it has been deposited with or delivered to the Company at the Office or, where it relates to an annual general meeting, at the Office or the place of that meeting.

6.3 Appointment of Representative by Organisation or Incorporated Person

Any Organisation or Incorporated Person which is a full member of the Company shall by a resolution of its directors or other governing body authorise such person as it thinks fit to act as its Representative at all or any meetings (whether of the Company or of any class of members of the Company) to be held during the continuance of the authority and the person so authorised shall be entitled to exercise the same powers on behalf of the member which he represents as that member could exercise if it were a natural person who was a full member of the Company.

6.4 Proof of appointment or revocation of appointment of Representative

Such document as the chairman of the meeting in his sole discretion considers sufficient shall be prima facie evidence of the appointment or of the revocation of the appointment (as the case may be) of a Representative under clause 6.3 and, notwithstanding anything hereinbefore contained, the certificate or such other document evidencing the appointment of a Representative shall be deposited at the Office not less than 48 hours before the time scheduled for the commencement of the meeting at which the Representative purports to exercise any powers pursuant to it.

7. CESSATION AND SUSPENSION OF MEMBERSHIP

7.1 Non payment of fees

- (a) If any levy or subscription of a member remains unpaid for a period of 3 calendar months after it becomes due, the member may, after notice of the default has been sent to him by the Chief Executive Officer, be debarred by resolution of the Board from all privileges of membership, provided that the Board may reinstate the member on payment of all arrears if it thinks fit to do so.
- (b) The Company may recover, as a debt, all amounts owing to it by a member or by a former member as at the date that member ceased to be a member of the Company.

7.2 Resignation

A member may at any time by giving notice in writing to the Chief Executive Officer resign his membership of the Company but shall continue to be liable for any annual subscription and all arrears due and unpaid at the date of his resignation and for all other moneys due by him to the Company and for any sum not exceeding \$10 for which he is liable as a full member of the Company under clause 5.9.

7.3 Expulsion or discipline of members

- (a) If (in the opinion of the Board) a member has refused or neglected to comply with any provision of this Constitution or the By-Laws, or has been guilty of conduct unbecoming a member or prejudicial to the interests of the Company, the Board may resolve to censure that member and/or either:
 - (i) to suspend that member from membership of the Company for any period (not exceeding six months) it thinks fit; or
 - (ii) to expel that member from membership of the Company.
- (b) A resolution of the Board passed under clause 7.3(a) shall not take effect unless:
 - (i) the Board gave to the full member referred to in the resolution not less than 14 days notice in writing of the date, time and place of the meeting at which it was proposed to put the resolution, of what was alleged against him, and of the terms of the intended resolution;
 - (ii) the notice also informed the full member that the member had a right to give any explanation or defence as he thinks fit, either orally at the meeting or by written submission made prior to the meeting;
 - (iii) the full member was given reasonable opportunity for such explanation or defence; and
 - (iv) the resolution was passed by not less than 75% of the Directors present at the meeting.
- (c) Any member aggrieved by a resolution of the Board passed under this clause may, within 28 days after the resolution was passed, appeal by notice in writing to the Company. The appeal shall be lodged with the Executive Officer.
- (d) If an appeal is lodged, the resolution of the Board shall be stayed until the appeal is decided or discontinued.
- (e) The Company shall determine an appeal at its first general meeting after the appeal is

lodged.

- (f) The Company shall give to the appellant 14 days notice in writing of the time, date and place at which the appeal will be heard and that the appellant has a right to be heard at the appeal. On the hearing of the appeal, the appellant shall (if he chooses to be heard) be given a reasonable hearing.
- (g) An appeal to the Company shall be in the nature of a re-hearing and the Company may, by Special Resolution, affirm, vary or quash the resolution of the Board.

8. STATE BRANCHES OF THE FORUM

- (a) The Company may from time to time and at any time establish and abolish State Branches in any one or more of the States and Territories.
- (b) Each State Branch shall be subject to direction by the Company.

9. CORPORATE SPONSORS

- (a) The Board may from time to time and at any time allow participation in the activities of the Company by Persons and Organisations who are not members of the Company ("Corporate Sponsors").
- (b) Corporate Sponsors are entitled to receive published documents of the Company but not regular correspondence from the Company, nor Notices of Meeting.
- (c) Participation as a Corporate Sponsor will be subject to terms and conditions determined by the Board from time to time including the making of an annual donation at a minimum level determined by the Board.

10. GENERAL MEETINGS

10.1 Annual general meeting

- (a) Annual general meetings of the full members of the Company shall be held in accordance with the provisions of the Corporations Law.
- (b) At each annual general meeting, members of the Board shall be elected (subject to clauses 12.2 and 11.19), subscriptions and levies shall be determined, and other business as required or permitted by the Corporations Law shall be conducted.

10.2 General meetings

All general meetings other than annual general meetings shall be called general meetings.

10.3 Convening meetings

A Director may, or the full members of the Company in accordance with Section 249D of the Corporations Law may by request in writing executed by such members, whenever they think fit and the Secretary when directed to do so by the Board shall, convene a general meeting, and general meetings shall be convened on such requisition or in default may be convened by such requisitionists as are provided by the Corporations Law.

10.4 Notice of meetings

Subject to the provisions of the Corporations Law relating to agreements for shorter notice, a minimum of 14 days' notice or such longer periods as may be prescribed by this Constitution (exclusive of the day on which the notice is served, or deemed to be served, and exclusive of the day for which notice is given) shall be given to all Persons and Organisations entitled to receive such notices from the Company.

10.5 Contents of Notice

A notice of a meeting of full members will:

- (a) set out the place, date and time of the meeting (and, if the meeting is to be held in 2 or more places, the technology that will be used to facilitate this);
- (b) subject to the Corporations Law, state the general nature of the business of the meeting;
- (c) in the case of special business, state the general nature of that business;
- (d) if a special resolution is to be proposed at the meeting, set out the intention to propose the special resolution and state the resolution;
- (e) if a full member is entitled to appoint a proxy, contain a statement that:
 - (i) the full member has a right to appoint a proxy;
 - (ii) the proxy of a full member does not need to be a member; and
 - (iii) a full member who is entitled to cast 2 or more votes may appoint 2 proxies and may specify the proportion or number of the member's votes each proxy is entitled to exercise; and
- (f) set out or include any additional information or documents specified by the Corporations

Law.

10.6 Entitlement to notice

Notice of a meeting of members will be given to all Full Members and Life Members.

10.7 Failure to give notice

The accidental omission to give notice of a meeting to, or the non-receipt of such notice by, any person entitled to receive notice of a meeting shall not invalidate any resolution or proceedings of any meeting.

10.8 Special business

- (a) All business shall be special that is transacted at a general meeting.
- (b) All business shall be special that is transacted at an annual general meeting, with the exception of the consideration of the accounts, the reports of the Board and auditors, the election of the members of the Board in place of those retiring and the appointment of the auditors.

10.9 Resolutions proposed by members

- (a) No member may at any meeting move any resolution relating to special business unless:
 - (i) the full member has given not less than 28 days previous notice in writing of the member's intention to move an Ordinary Resolution or 2 months notice in writing of the full member's intention to move a Special Resolution at the meeting by leaving the notice and a signed copy of the resolution at the Office; or
 - (ii) the resolution has previously been approved by the Directors.
- (b) Upon receiving a notice referred to in clause 10.9(a), the Executive Officer must:
 - (i) if the notice convening the meeting has already been despatched, promptly notify the full members of the proposed resolution; or
 - (ii) otherwise include notice of the proposed resolution in the notice convening the meeting.

11. PROCEEDINGS AT GENERAL MEETINGS (INCLUDING ANNUAL GENERAL MEETINGS)

11.1 Quorum and Assistance

- (a) No business shall be transacted at any general meeting unless:

- (i) a quorum of full members is present (in person or by attorney or proxy or Representative) at the time when the meeting proceeds to business; and
 - (ii) reasonable assistance (by way of assisted hearing devices, interpreters and note takers) to the reasonable satisfaction of the majority of full members in attendance is provided at that meeting ("Reasonable Assistance").
- (b) In this clause 11:

"**member**" includes a person attending as an attorney of a full member or as a proxy or Representative;

"**a quorum**" is not less than 10% of the Incorporated Person and Organisation members in each Class entitled to vote; and

"**Reasonable Assistance**" is taken to have been provided unless a majority of full members present vote otherwise.

11.2 If quorum absent

If within a half an hour from the time appointed for the meeting a quorum is not present, the meeting, if convened upon the requisition of full members, shall be dissolved. In any other case it shall stand adjourned to the same day in the next week at the same time and place, or to such other day and at such other time and place as the Board may determine. If at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting, the full members present shall be a quorum unless, where the Company has more than one full member, only one full member is present within that time, in which case the meeting shall be dissolved.

11.3 Chairman

The Chairman if any, of the Board, shall preside as chairman at every general meeting of the Company or, if there is no such chairman or if he is not present within 15 minutes after the time appointed for the holding of the meeting or is unwilling to act, the full members present shall elect one of their number to be chairman of the meeting.

11.4 Adjournment of meeting

The chairman may, with the consent of any meeting at which a quorum is present and shall, if so directed by the meeting, adjourn the meeting from time to time and from place to place, but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.

When a meeting is adjourned for 30 days or more, notice of the adjourned meeting shall be given as in the case of an original meeting. Save as aforesaid, it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.

11.5 Voting: show of hands or poll

At any general meeting a resolution put to the vote at the meeting shall be decided by a show of hands unless a secret ballot is demanded before or immediately after the declaration of the result of the show of hands pursuant to clause 11.6. Unless a secret ballot is so demanded, a declaration by the chairman that a resolution has on a show of hands been carried or carried unanimously, or by a particular majority, or lost, upon an entry to that effect being made in the book containing the minutes of the proceedings of the Company, shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the resolution.

11.6 Secret ballot

A secret ballot shall be held:

- (a) on a resolution before a general meeting for expulsion of a member pursuant to clause 7.3; and
- (b) on any resolution before a general meeting if demanded:
 - (i) by the chairman; or
 - (ii) by at least 3 full members present in person or by attorney or proxy or by Representative.

The demand for a secret ballot may be withdrawn.

11.7 Procedure for secret ballot

If a secret ballot is duly demanded it shall be taken either at once or after an interval or adjournment or otherwise as the chairman elects, and the result of the secret ballot shall be the resolution of the meeting at which the secret ballot was demanded but a secret ballot demanded on the election of a chairman or on a question of adjournment shall be taken forthwith.

11.8 Appointment of scrutineers

At all general meetings where a secret ballot is to be taken 2 scrutineers shall be appointed by the chairman of the meeting and they shall conduct the ballot. In any case of doubt as to the formality or otherwise of any ballot paper the scrutineers shall refer the same to the chairman of the meeting whose decision shall be final.

11.9 Determination of votes

Subject to this Constitution, all questions arising at any meeting of members shall be decided by a majority of votes and a determination by a majority of the full members present either in person or by attorney or by proxy or Representatives at a duly constituted meeting thereof shall for all purposes be deemed a determination of the Company.

11.10 Casting vote of chairman

In the case of an equality of votes, whether on a show of hands or on a secret ballot, the chairman of the meeting at which the show of hands or secret ballot takes place shall have a second or casting vote.

11.11 Voting

A Full Member may vote in person or by attorney or proxy or Representative and on a show of hands every person present who is a Full Member, or an attorney or proxy or Representative of a Full Member, shall have one vote and on a secret ballot every Full Member present in person or by attorney or proxy or Representative shall have one vote. A Life Member who is or has the rights of a Full Member shall have only one vote.

11.12 Incapacity

A full member who is of unsound mind or whose person or estate is liable to be dealt with in any way under the law relating to mental health may vote, whether on a show of hands or on a secret ballot, by his committee or by his trustee or by such other person as properly has the management of his estate and any such committee, trustee or other person may subject to clause 6 vote by proxy.

11.13 Vote by proxy valid notwithstanding intervening death or revocation

A vote given in accordance with the terms of an instrument of proxy or appointment of a Representative shall be valid notwithstanding the previous death or unsoundness of mind of the principal or revocation of the instrument or of the authority under which the instrument was executed, if no intimation in writing of such death, unsoundness of mind or revocation has been received by the Company at the Office before the commencement of the meeting or adjourned meeting at which the instrument is used.

11.14 Deposit of instrument of proxy with Company

The instrument appointing a proxy and any power of attorney or other authority under which it is signed shall be deposited with the Company at the Office not less than 30 minutes before the time for holding the general meeting or adjourned general meeting at which the person named in the instrument proposes to vote, or in the case of a poll, not less than 15 minutes before the time appointed for the taking of the poll and, in default, the instrument of proxy shall be treated as not valid.²

11.15 No vote if subscription unpaid

No member shall be entitled to vote or speak at any general meeting if his annual subscription shall be more than one month in arrears at the date of the meeting.

11.16 Resolution in writing

Subject to the provisions of the Corporations Law, a resolution in writing signed by all the voting members shall be as valid and effectual as if it had been passed at a general meeting convened and held. Any resolution may consist of several documents in like form, each signed by one or more voting members.

11.17 Invitees to meetings

For the purpose of encouraging the participation of non-members in the activities of the Company and the carrying out of its Objects, the Board may invite any Person or Organisation which is not a member to attend a general meeting. Any invited Person or Organisation may, with the prior consent of the chairman, take part in all discussions at the general meeting but shall not be entitled to vote.

11.18 Objections to votes at meetings

- (a) No objection may be made as to the entitlement or qualification of any Full Member to vote at any general meeting except where made at that meeting or adjourned meeting.
- (b) Any objection allowed under this clause shall be referred to and determined by the Chairman of the meeting, whose decision shall be final.
- (c) Any vote not disallowed in accordance with this Constitution shall be valid for all purposes.

11.19 Postal ballot

- (a) Any resolution proposed to be put at any general meeting shall, if the Directors so determine, instead be put to the vote by way of postal ballot provided that such postal

² Refer for further details on proxies to Section 6. PROXIES AND REPRESENTATIVES OF MEMBERS

ballot is conducted not less than 21 days prior to the notified date of the general meeting.

- (b) Members of the Board may be elected by postal ballot instead of at an annual general meeting.

11.20 Ordinary Resolutions

- (a) Where the Corporations Law requires any matter to be dealt with by members as an ordinary resolution, or this Constitution requires a matter to be dealt with by full members as an Ordinary Resolution, the matter will be dealt with as an Ordinary Resolution in accordance with this clause.
- (b) The votes of all voting members shall be tallied (both for and against) and recorded in the minutes;
- (c) those votes shall be tallied for each Class (both for and against) and recorded in the minutes;
- (d) the resolution shall be taken to have been passed if and only if:
 - (i) not less than 14 days notice of the proposed resolution has been given to full members (or such longer period of notice as may be prescribed by the Corporations Law or this Constitution); and
 - (ii) not less than 50% of voting members in each Class have voted in favour of the resolution.

11.21 Special Resolutions

- (a) Where the Corporations Law requires any matter to be dealt with by members as a special resolution, or this Constitution requires any matter to be dealt with by members as a Special Resolution, the matter will be dealt with as a Special Resolution in accordance with this clause.
- (b) the votes of all voting members shall be tallied (both for and against) and recorded in the minutes:
- (c) those votes shall be tallied for each Class (for and against) and recorded in the minutes;
- (d) the resolution shall be taken to have been passed if and only if:
 - (i) not less than 21 days notice of the proposed resolution has been given to full members (or such longer period as may be prescribed by the Corporations Law or this Constitution); and

- (ii) not less than 66% of voting members in each Class have voted in favour of the resolution.

12. BOARD

12.1 Composition of Board

- (a) The Board shall consist of not less than 4 persons and not more than 10 persons or such other number as shall be determined from time to time in general meeting.
- (b) A person is eligible to be nominated and appointed as a Director only if that person ("Eligible Person") is an Adult, is not an employee of the Company, is not an Associate Member and, as at the date which is 30 days prior to the date of the next annual general meeting ("Prescribed Date"):
 - (i) is a hearing impaired person who is not an Auslan user and is either a member or nominee of a Consumer Association Member ("Hearing Impaired Consumer Nominee"); or
 - (ii) is an Auslan-using Deaf person and is either a member or nominee of a Consumer Association Member ("Deaf Consumer Nominee"); or
 - (iii) is a person who has a chronic disorder of the ear and is either a member or nominee of a Consumer Association Member ("Ear Disorders Consumer Nominee"); or
 - (iv) is a parent or guardian of a person who is hearing impaired or Deaf or has a chronic disorder of the ear and is either a member or nominee of a Consumer Association Member ("Parent Consumer Nominee"); or
 - (v) is a person who is deafblind and is either a member or nominee of a Consumer Association Member ("Deafblind Consumer Nominee"); or
 - (vi) is a Service Provider and is either a member or nominee of a Service Provider Association Member ("Service Provider Nominee").
- (c) The Board shall include:
 - (i) one Hearing Impaired Consumer Nominee;
 - (ii) one Deaf Consumer Nominee;
 - (iii) one Ear Disorders Consumer Nominee; and
 - (iv) one Parent Consumer Nominee,

and may include:

- (v) up to four additional Eligible Persons who are Hearing Impaired Consumer Nominees, Deaf Consumer Nominees, Ear Disorders Consumer Nominees, Parent Consumer Nominees, or Deafblind Consumer Nominees (or any combination of such persons); and
- (vi) up to two Eligible Persons who are Service Provider Nominees.

12.2 Directors and Office Bearers

- (a) In this clause:
 - (i) in relation to any Eligible Person who is a member or nominee of a Consumer Association Member, "Eligible Voter" means a Consumer Association Member which is a Full Member;
 - (ii) in relation to any Eligible Person who is a Service Provider Nominee, "Eligible Voter" means a Service Provider Association Member which is a Full Member; and
 - (iii) "Proposer" means the Organisation or Incorporated Person which nominates any Eligible Person to serve as a Director.
- (b) The Directors shall be elected at the annual general meeting of the Company in each year (or by postal ballot under clause 11.19), and (subject to subclause 12.2(c)) shall hold office for two years until the annual general meeting following the next annual general meeting when they shall retire, but they shall be eligible for re-election.
- (c) So far as practicable, only one half of the Board will retire in any one year (so that each Director will, subject to this clause, hold office for two years but with one half of the Board retiring in one year and the other half retiring in the subsequent year). For the purpose of giving effect to this principle, the Directors may from time to time determine that a person appointed to the Board shall hold office for only one year.
- (d) The nomination and election of Directors shall take place in the following manner:
 - (i) An Eligible Person may be nominated to serve as a Director by (and only by) an Incorporated Person or Organisation which is a Full Member as at the Prescribed Date, subject to clauses 12.2(d)(ii) and (iii);
 - (ii) A Consumer Association Member may only nominate and vote in respect of an Eligible Person who is a Hearing Impaired Consumer Nominee, or Deaf Consumer Nominee, or Ear Disorders Consumer Nominee, or Parent Consumer Nominee, or Deafblind Consumer Nominee. A Service Provider Association Member may only

nominate and vote in respect of an Eligible Person who is a Service Provider Nominee;

- (iii) An Incorporated Person or Organisation shall not nominate any of its members or any other person to serve as a Director if a Director who is not retiring at the next annual general meeting is either a member of that Incorporated Person or Organisation or was nominated to serve as a Director by that Incorporated Person or Organisation;
- (iv) The nomination, which must be in writing and signed by the nominee and his Proposer, shall be lodged with the Executive Officer at least 30 days before the next annual general meeting;
- (v) a list of the candidates' names for each Group, in alphabetical order, with the Proposers' and seconders' (if the Company has more than one member) names shall be posted in a conspicuous place in the Office for at least 7 days immediately preceding the annual general meeting;
- (vi) balloting lists shall be prepared (if necessary) containing the names of the candidates only for each Group, in alphabetical order;
- (vii) in the event there shall not be sufficient number of candidates nominated, the Board may fill up the remaining vacancy or vacancies with Eligible Persons from any one or more Groups;
- (viii) if less than eight Eligible Persons are elected by the Consumer Association Members, the Board members who were elected by Consumer Association Members may appoint as directors up to four additional Eligible Persons who are Deaf Consumer Nominees, Hearing Impaired Consumer Nominees, Ear Disorders Consumer Nominees, Parent Consumer Nominees, or Deafblind Consumer Nominees (or any combination of such persons);
- (ix) subject to clauses 12.2(d)(x) and (xi), the Eligible Voters which are Consumer Association Members shall vote (by separate and secret ballot) only in respect of Eligible Persons who are a member or nominee of a Consumer Association Member, and Eligible Voters which are Service Provider Association Members shall vote (by separate and secret ballot) only in respect of Eligible Persons who are a member or nominee of a Service Provider Association Member, provided that an Eligible Voter is not entitled to vote unless it:
 - A. was a Full Member as at the Prescribed Date, and
 - B. has paid all moneys due and owing by it as a member to the Company as at the Prescribed Date;

- (x) if there is only one candidate nominated in respect of any Group and the Class entitled to vote for that candidate is entitled to have at least one additional person appointed to the Board, that candidate shall be declared as elected without any need for vote;
- (xi) if there are only two candidates nominated in respect of any Group and the Class entitled to vote for that candidate is entitled to have two additional persons appointed to the Board, those two candidates shall be declared as elected without any need to vote;
- (xii) if the number of candidates nominated in respect of any Group is greater than the number of additional persons which the Class entitled to vote for those candidates is entitled to have appointed to the Board, voting shall be by preferential system (for the relevant Group) as follows:
 - A. each Eligible Voter entitled to vote must, in its ballot paper, indicate its order of preference for all the candidates in its Section by consecutively numbering those candidates in order of preference (the first preferred candidate being numbered "1", the second preferred candidate being numbered "2", and so on). Any vote which does not comply with that requirement is not a valid vote, and will not be counted as a vote for any purpose.
 - B. a candidate will only be declared elected upon obtaining an absolute majority of votes (that is, more than 50% of valid votes), so that:
 - 1) if a candidate secures more than half of the first preferences (that is the primary votes) that person is elected;
 - 2) if that does not occur, then the person with the lowest number of first preference votes is eliminated and that person's second preference votes are distributed to other candidates in the Group who have not then been elected or eliminated;
 - 3) for each remaining candidate, the number of votes obtained through the distribution of the eliminated candidate's second preferences is added to the number of the candidate's first preferences; **and**
 - 4) if, by that procedure, a candidate has more than 50% of the votes, that person is elected. If no candidate at this stage has more than 50% of the votes, elimination and distribution of preferences continues until a candidate has an absolute majority (so that, in the next stage, the candidate then having the lowest aggregate number of first preferences and allocated second preferences is eliminated and that candidate's second preferences are distributed to other candidates as applicable; but

- 5) if at any stage all the remaining candidates are tied as to the aggregate number of their first preferences and allocated second preferences, then the candidate having the highest number of first preferences is elected.
- C. The elimination and distribution procedures shall continue until one candidate has been elected in accordance with those procedures and, if the Group is entitled to have a second person appointed to the Board at that time, a second person has been elected in accordance with those procedures.
- (xiii) The appointment of a person to the Board by election at the annual general meeting, or by postal ballot conducted not more than 30 days prior to the meeting, shall take effect immediately after the annual general meeting.
 - (e) The Board shall have power at any time, and from time to time, to appoint any Eligible Person who is a member of any Incorporated Person or Organisation which is a financial Full Member to the Board, either to fill a casual vacancy or as an addition to the existing Directors but so that the total number of Directors shall not at any time exceed the number fixed in accordance with this Constitution, and provided that (in respect of any casual vacancy) a person shall not be appointed to fill a casual vacancy unless s/he is a member of an Organisation or Incorporated Person which is affiliated with the same Group as the person who vacated office. Any Director so appointed shall hold office only until the next following annual general meeting, but is eligible for re-election.
 - (f) The Directors shall appoint office bearers from among their number for the positions of Chairperson (one) and Deputy Chairpersons (two). They may also appoint from among their number an Honorary Treasurer. They may determine the periods for which such appointees are to hold office, but each such appointment shall terminate automatically upon the appointee ceasing to be a Director. Either the Chairman, or one of the Deputy Chairmen, must be an Auslan-using Deaf person.

12.3 Removal of Directors

The Company may, by Ordinary Resolution of which not less than 21 days notice has been given to full members, remove any Director before the expiration of his period of office and may by an Ordinary Resolution appoint another person (who is a full member of the same Group as the removed Director) in his stead. The person so appointed shall hold office only until the next following annual general meeting.

12.4 Expenses of Directors

The Directors shall be paid all travelling, accommodation and other out-of-pocket expenses properly incurred by them in attending and returning from meetings of the Directors or any committee of the Directors or general meetings of the Company or in connection with the business of the Company.

12.5 Vacation of office of Director

The office of any Director shall become vacant if that Director:

- (a) is removed from office by Ordinary Resolution of a general meeting of full members;
- (b) becomes bankrupt or makes any arrangement or composition with his creditors generally;
- (c) becomes prohibited from being a Director by reason of any order made under the Corporations Law;
- (d) becomes of unsound mind or a person whose person or estate is liable to be dealt with in any way under the law relating to mental health;
- (e) resigns his office by notice in writing to the Company;
- (f) is absent without permission of the Board from four consecutive meetings of the Board;
- (g) ceases to be a Full Member or a member of an Incorporated Person or Organisation which is a Full Member or, where at the time of his appointment he was neither a Full Member nor a member of an Incorporated Person or Organisation which was a Full Member, ceases to be affiliated with the Group of which his Proposer was a member at that time;
- (h) becomes an employee of the Company;
- (i) ceases to be or to be entitled to be a Director by reason of any provision of the Corporations Law; or
- (j) is directly or indirectly interested in any contract or proposed contract with the Company and fails to declare that interest in the manner required by the Corporations Law.

12.6 Alternate Directors

- (a) A Director may by written notice, with the prior approval of the Board, appoint a person who is a member of an Incorporated Person or Organisation which is a Full Member to be an alternate Director in place of the appointor during the appointor's inability to act as

a Director ("Appointee"), provided that the Incorporated Person or Organisation of which the Appointee is a member must be a member of the same Group as that represented by the appointor.

- (b) An Appointee is entitled to be given notice of meetings of the Directors and, where his appointor is not present at a meeting, is entitled to attend and vote in place of the appointor. Where the Appointee exercises his appointor's powers as a Director, the exercise of the power is effective as if the powers were exercised by the Director.
- (c) An Appointee shall automatically vacate office if his appointor ceases to be a member of the Board or revokes or suspends the appointment.
- (d) Any appointment or revocation or suspension of appointment of an Appointee by the appointor shall be effected only by the appointor giving notice in writing to the Company at the Office.
- (e) An Appointee may resign by giving written notice of resignation to the Company at the Office.
- (f) The Directors may suspend or remove an Appointee as an alternate director by resolution after giving not less than 14 days notice of the proposed suspension or removal to the Appointee and his appointor.

13. POWERS AND DUTIES OF DIRECTORS

13.1 Functions of Board

The control, management and conduct of the affairs of the Company, subject to the provisions of this Constitution, shall be vested in the Board which may exercise all the powers of the Company and may, without affecting the generality of the foregoing:

- (a) borrow money on behalf of the Company either with or without security and if with security may give security by mortgage, charge or lien over all or any part of the property of the Company and for the purposes of clause 4 the rate of interest payable in respect of moneys borrowed from members of the Company shall not exceed the lowest rate paid for the time being by the Commonwealth Banking Corporation in respect of term deposits of an equivalent amount for an equivalent period;
- (b) invest money of the Company in accordance with clauses 3.1 and 3.2 and from time to time vary those investments;
- (c) appoint any staff, appoint or engage any professional or other assistance or service required by the Company in the carrying out of its activities and pay reasonable remuneration and fees therefor;

- (d) open any banking account and operate the same;
- (e) pay all expenses in setting up and registering the Company; and
- (f) exercise all such other powers of the Company as are not, by the Corporations Law or by this Constitution, required to be exercised by the Company in general meeting, subject, nevertheless, to this Constitution, to the Corporations Law, and to such regulations being not inconsistent with the Constitution and the Corporations Law as may be prescribed by the Company in general meeting, but no regulation made by the Company in general meeting shall invalidate any prior act of the Directors which would have been valid if that regulation had not been made.

13.2 Appointment of attorneys of Company

The Board may, from time to time, by power of attorney, appoint any corporation, firm or person or body of persons, whether nominated directly or indirectly by the Board, to be the attorney or attorneys of the Company for such purposes and with such powers, authorities, and discretions not exceeding those vested in or exercisable by the Directors under this Constitution and for such period and subject to such conditions as they may think fit, and any such power of attorney may contain such provisions for the protection and convenience of persons dealing with the attorney as the Board may think fit and may in addition authorise the attorney to delegate all or any of the powers, authorities and discretions vested in him.

13.3 Bills of exchange

All cheques, promissory notes, drafts, bills of exchange and other negotiable instruments and all receipts for money paid to the Company shall be signed, drawn, accepted, indorsed or otherwise executed as the case may be by any 2 Directors or in such other manner as the Board may from time to time determine.

14. PROCEEDINGS OF DIRECTORS

14.1 Meeting of Directors

- (a) The Board may meet together for the despatch of business, adjourn and otherwise regulate its meetings as the Directors think fit. A Director may at any time and the Secretary shall, on the requisition of a Director, summon a meeting of the Board.
- (b) No business shall be transacted at a meeting of the Board unless:
 - (i) a quorum is present (as provided in clause 14.4); and
 - (ii) reasonable assistance (by way of assisted hearing devices, interpreters and note

takers) to the reasonable satisfaction of the Board members in attendance is provided at that meeting. Such reasonable assistance is taken to have been provided unless a majority of the Board members present vote otherwise.

- (c) The Board shall elect its Chairman and two Deputy Chairmen at its first meeting after an annual general meeting.
- (d) Not less than 21 days notice of a meeting of the Board must be given to all Board members except that, where the Chairman is of the opinion that an emergency exists, the Chairman may call a meeting on such shorter notice as he thinks fit. Notices of meeting must specify the date, time and place of meeting and the general nature of the business of the meeting.

14.2 Meetings by Electronic Means

- (a) Without limiting the discretion of the Directors to regulate their meetings under Clause 14.1, the Directors may, if they think fit, confer by radio, telephone, closed circuit television, e-mail, the Internet or other electronic means of visual or audio or audio-visual communication.
- (b) Notwithstanding that the Directors are not present together in one place at the time of the conference, a resolution passed by such a conference will be deemed to have been passed at a meeting of the Directors held on the day on which and at the time at which the conference was held.
- (c) The provisions of this Constitution relating to proceedings of Directors apply to such conferences to the extent that they are capable of applying, and with the necessary changes.
- (d) A Director present at the commencement of the conference will be conclusively presumed to have been present and, subject to other provisions of this Constitution, to have formed part of the quorum throughout the conference.
- (e) Any minutes of a conference of the type referred to in Clause 14.2(a) purporting to be signed by the chairperson of that conference or by the chairperson of the next succeeding meeting of Directors will be sufficient evidence of the observance of all necessary formalities regarding the convening and conduct of the conference.
- (f) When by the operation of Clause 14.2(b) a resolution is deemed to have been passed at a meeting of the Directors, that meeting will be deemed to have been held at such place as is determined by the chairperson of the relevant conference, provided that at least one of the Directors who took part in the conference was at such place for the duration of the conference.

14.3 Voting

Subject to this Constitution, questions arising at any meeting of the Board shall be decided by a majority of votes and a determination by a majority of Directors shall for all purposes be deemed a determination of the Board. Each member of the Board shall have one vote. In case of an equality of votes, the chairman of the meeting shall have a second or casting vote.

14.4 Quorum

The quorum necessary for the transaction of the business of the Board may be fixed by the Board, and unless so fixed shall be one half of the number of Directors.

14.5 Reduction in number of Directors

The continuing Directors may act notwithstanding any vacancy in their number but if and for so long as their number is reduced below the number fixed by or pursuant to the Constitution as the necessary quorum of Directors, the continuing Director or Directors may act for the purpose of increasing the number of Directors to that number or of summoning a general meeting of the Company, but for no other purpose.

14.6 Chairman at meetings of Board

The Chairman shall preside as chairman at every meeting of the Board, or if the Chairman is not present the one of the Deputy Chairmen (as decided by the Directors present) shall preside as chairman, or if no Deputy Chairman is present the Directors present may choose one of their number to be the chairman of the meeting.

15. COMMITTEES

15.1 Committee

The Board may delegate any of its powers not being powers exercisable by or duties imposed on the Directors of the Company by virtue of the Corporations Law or the general law to Committees consisting of the Chairman and such other member or members of the Board as it thinks fit. Any Committee so formed shall, in the exercise of the powers so delegated, conform to any regulations that may be imposed on it by the Board. A Committee shall have the power to co-opt any member or members of the Company and each such member shall have one vote at meetings of the Committee.

15.2 Chairman of a Committee

A Committee may elect a chairman of its meetings, but if no such chairman is elected, or if at any meeting the chairman is not present within 10 minutes after the time appointed for holding the meeting, the members present may choose one of their number to be the chairman of the meeting.

15.3 Voting at meetings of committee

A Committee may meet and adjourn as it thinks proper. Questions arising at any meeting shall be determined by a majority of votes of the members present, and in the case of an equality of votes the chairman of the Committee shall have a second or casting vote.

16. VALIDITY OF ACTIONS AND RESOLUTIONS

16.1 Defect in appointment

All acts done by any meeting of the Board or of a Committee of the Board or by any person acting as a Director, notwithstanding that it is afterwards discovered that there was some defect in the appointment of any Director or person acting as aforesaid, or that they or any of them were disqualified, shall be as valid as if every such person had been duly appointed and was qualified to be a Director.

16.2 Written resolutions of Directors

- (a) The Directors may pass a resolution without a meeting of the Directors being held if all the Directors entitled to vote on the resolution assent to a document containing a statement that they are in favour of the resolution set out in the document.
- (b) Separate copies of the document referred to in Article 16.2(a) may be used for assenting to by Directors if the wording of the resolution and the statement is identical in each copy.
- (c) A Director may signify assent to a document under this Article 16.2 by signing the document or by notifying the Company of the assent of the Director:
 - (i) in a manner permitted by Article 23.1.3; or
 - (ii) by any technology including telephone.
- (d) Where a Director signifies assent to a document under Article 16.20 other than by signing the document, the Director must by way of confirmation sign the document before or at the next meeting of Directors attended by that Director.

- (e) The resolution the subject of a document under Article 16.2(b) is not invalid if a Director does not comply with Article 16.2(d).

17. MINUTES

The Board shall cause to be kept and recorded minutes of all appointments of office-bearers, other officers, of the names of Directors present at meetings of the Company and of the Directors, and of all resolutions and proceedings of general meetings of the Company, of the Board and of all Committees of the Board and shall cause such minutes to be signed by the chairman of the meeting of the next meeting. Copies of all such minutes shall be sent forthwith to the Directors.

18. REGISTER OF MEMBERS

The Company shall keep a register of members in which shall be entered:

- (a) the names and addresses of the members;
- (b) the date on which the name of a member was entered in the register;
- (c) the Class and Group to which the member was admitted; and
- (d) the date on which any Person or Organisation ceased to be a member.

19. SECRETARY, CHIEF EXECUTIVE OFFICER AND HONORARY OFFICERS

19.1 Secretary

The Secretary shall be appointed by the Board in accordance with the Corporations Law for such term and upon such conditions as it thinks fit, and any Secretary so appointed may be removed by the Board.

19.2 Chief Executive Officer

The Board may appoint a Chief Executive Officer of the Company on such terms and conditions (including remuneration) as the Board thinks fit. The Chief Executive Officer shall have the powers, authorities and duties from time to time determined by the Board.

19.3 Honorary officers

The Directors may provide for the creation of patrons and other honorary officers and for the admission and retirement of persons to such offices. The Board may confer upon such persons the right to attend and to speak at general meetings, but not a right to vote.

20. SEAL

The Company shall not be required to have a common seal but, where it does have a common seal, the Directors shall provide for the safe custody of the Seal, which shall only be used by the authority of the Board or of a committee of the Board authorised by the Board in that behalf and every instrument to which the Seal is affixed shall be signed by a Director and shall be countersigned by the Secretary or by a second Director or by the Chief Executive Officer or some other person appointed by the Board for the purpose.

21. ACCOUNTS

21.1 The Board shall cause proper accounting and other records to be kept and shall distribute copies of every profit and loss account and balance sheet including every document required by law attached thereto and accompanied by a copy of the auditor's report thereon as required by the Corporations Law and shall from time to time determine whether and to what extent and at what times and place and under what conditions or regulations the accounting and other records of the Company or any of them shall be open to the inspection of full members not being Directors. No member not being a Director shall have any right of inspecting any account or book or paper of the Company except as conferred by statute or authorised by the Board or by the Company in general meeting.

21.2 All State Branches shall present to the Executive Officer by no later than two months after the end of each financial year their most recent Balance Sheets and Income and Expenditure Statements, together with a report on their year's activities, for inclusion in the agenda for the next Annual General Meeting of the Company.

22. AUDIT

A properly qualified auditor or properly qualified auditors shall be appointed and his or their remuneration fixed and duties regulated in accordance with the Corporations Law.

23. NOTICES

23.1 Notice to Members

(a) The Company may give Notice to a Member:

- (i) in person;
 - (ii) by sending it by post to the address of the Member in the Register or the alternative address (if any) nominated by that Member;
 - (iii) by sending it to the fax number or electronic address (if any) nominated by that Member;
 - (iv) if permitted by the Corporations Act, by sending it by other electronic means (if any) nominated by that Member; or
 - (v) by any other means permitted by the Corporations Act.
- (b) If the address of a Member in the Register is not within Australia, the Company must send all documents to that Member by air-mail, air courier or by fax.
- (c) Subject to the Corporations Act, a Notice to a Member is sufficient, even if:
- (i) in respect of a Member who is a natural person, that person has died or become bankrupt or of unsound mind; or
 - (ii) in respect of a Member which is a body corporate that Member has been deregistered or is externally administered,
- and regardless of whether or not the Company has notice of that event.
- (d) Any Notice required or allowed to be given by the Company to one or more Members by advertisement is, unless otherwise stipulated, sufficiently advertised if advertised once in a daily newspaper circulating in the states and territories of Australia.

23.2 Notice to Directors

The Company may give Notice to a Director or Alternate Director:

- (a) in person;
- (b) by sending it by post to the usual residential address of that person or the alternative address (if any) nominated by that person;
- (c) by sending it to the fax number or electronic address (if any) nominated by that person; or
- (d) by any other means agreed between the Company and that person.

23.3 Notice to the Company

A person may give Notice to the Company:

- (a) by leaving it at the registered office of the Company;
- (b) by sending it by post to the registered office of the Company;
- (c) by sending it to the fax number at the registered office of the Company nominated by the Company for that purpose;
- (d) by sending it to the electronic address (if any) nominated by the Company for that purpose; or
- (e) by any other means permitted by the Corporations Act.

23.4 Time of service

- (a) A notice sent by post to an address within Australia is taken to be given:
 - (i) in the case of a notice of meeting, one Business Day after it is posted; or
 - (ii) in any other case, at the time at which the notice would be delivered in the ordinary course of post.
- (b) A notice sent by post or air-mail to an address outside Australia is taken to be given:
 - (i) in the case of a notice of meeting, 5 Business Days after it is posted; or
 - (ii) in any other case, at the time at which the notice would be delivered in the ordinary course of post.
- (c) A notice sent by air courier to a place outside Australia is taken to be given 3 Business Days after delivery to the air courier.
- (d) A notice sent by fax is taken to be given on the Business Day it is sent, provided that the sender's transmission report shows that the whole notice was sent to the correct fax number.
- (e) If the Corporations Act permits a notice of meeting to be given to a Member by notifying the Member (using the nominated notification means of that Member):
 - (i) that the notice of meeting is available; and
 - (ii) how the Member may use the nominated access means of that Member to access the notice of meeting,

the notice of meeting is taken to be given on the Business Day after the day on which the Member is notified that the notice of meeting is available.

- (f) The giving of a notice by post, air-mail or air courier is sufficiently proved by evidence that the notice:
 - (i) was addressed to the correct address of the recipient; and
 - (ii) was placed in the post or delivered to the air courier.
- (g) A certificate by a Director or Secretary of a matter referred to in Article 23.1.4(f) is sufficient evidence of the matter, unless it is proved to the contrary.

23.5 Signatures

The Directors may decide, generally or in a particular case, that a notice given by the Company be signed by mechanical or other means.

23.6 Notices of general meeting

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

- (a) every full member except those members who (having no registered address within Australia) have not supplied to the Company an address within Australia for the giving of notices to them;
- (b) each honorary officer entitled to attend at general meetings; and
- (c) the auditor for the time being of the Company.

23.7 Entitlement to notices

Except as provided in clause 23.2, no other person shall be entitled to receive notices of general meetings.

24. WINDING-UP

If upon the winding-up or dissolution of the Company there remains, after satisfaction of all its debts and liabilities, any property whatsoever, the same shall not be paid to or distributed among the members of the Company, but shall be given or transferred to some other fund, authority or institution which is or each of which is a fund, authority or institution approved by the Commissioner for Taxation as a fund, authority or institution referred to in *Sub-Section 30-20 or Section 30-40 of the Income Tax Assessment Act 1997 (Cth)* or Table 1 or Table 3 of

the Income Tax Assessment Act 1936 (Cth) and having objects similar to the objects of the Company and which prohibits the distribution of its or their income and property among its or their members to an extent at least as great as is imposed on the Company under or by virtue of clause 4 hereof, such institution or institutions to be determined by the members of the Company at or before the time of dissolution, and in default thereof by application to the Supreme Court for determination.

25. INDEMNITY AND INSURANCE

- (a) To the extent permitted by law, the Company shall indemnify each Relevant Officer against:
 - (i) a Liability of that person; and
 - (ii) Legal Costs of that person.
- (b) To the extent permitted by law, the Company may make a payment (whether by way of advance, loan or otherwise) to a Relevant Officer in respect of Legal Costs of that person.
- (c) To the extent permitted by law, the Company shall pay, or agree to pay, a premium for a contract insuring a Relevant Officer against:
 - (i) a Liability of that person; and
 - (ii) Legal Costs of that person.
- (d) To the extent permitted by law, the Company may enter into an agreement or deed with a Relevant Officer; or a person who is, or has been an officer of the Company or a subsidiary of the Company, under which the Company must do all or any of the following:
 - (i) keep books of the Company and allow either or both that person and that person's advisers access to those books on the terms agreed;
 - (ii) indemnify that person against any Liability of that person;
 - (iii) make a payment (whether by way of advance, loan or otherwise) to that person in respect of Legal Costs of that person; and
 - (iv) keep that person insured in respect of any act or omission by that person while a Relevant Officer or an officer of the Company or a subsidiary of the Company, on the terms agreed (including as to payment of all or part of the premium for the contract of insurance).

"Legal Costs" of a person means legal costs incurred by that person in defending an action for a Liability of that person.

"Liability" of a person means any liability incurred by that person in or arising out of the conduct of the business of the Company or in or arising out of the discharge of the duties of the person as an officer of the Company or a subsidiary of the Company unless the liability was incurred by the officer through his or her own lack of good faith.

"Relevant Officer" means a person who is, or has been, a Director or Secretary.

26. BY-LAWS

The Board may at its discretion determine, amend, repeal or set aside by-laws for the operation of committees or officers of the Company not otherwise provided for in this Constitution provided such by-laws are not inconsistent with this Constitution.

27. ALTERATION OF CONSTITUTION

This Constitution may be altered in accordance with the Corporations Law.

BY-LAWS

1. WORKING PROTOCOL TO PROTECT MINORITY VIEWPOINTS

- 1.1. That where a divergence of opinion exists between the Groups or Classes of membership in respect of anything other than matters pertaining to internal administration, management or operation of the Company itself, and where unanimous agreement cannot be reached between the Groups or Classes as represented on the Board, the Company will not proclaim any "policy" in respect of that matter, but shall ensure that all diverging viewpoints are put forward.
- 1.2. That where a divergence of opinion exists as in By-Law 1.1 above, each Group and Class shall have equal access to the facilities, services and resources at the disposal of the Company to ensure that its views are correctly, fairly, and equitably presented to government, and the community at large.
- 1.3. That the rights of every member organisation to campaign publicly as it wishes, irrespective of the view of other member organisations shall be guaranteed.

2. SUBSCRIPTIONS

- 2.1. All subscriptions shall be due and payable in each calendar year. Each member shall receive a written invoice in respect of the subscription falling due.