



# Constitution

Australian Psychology Accreditation Council Limited

ACN: 117 279 857

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## **1 Name**

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The name of the Company is the “Australian Psychology Accreditation Council Limited” (the **Company**).

## **2 Purpose and Powers**

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- (a) The Company is a not-for-profit public company limited by guarantee which is established to be, and to continue as, a Charity.
- (b) The Purpose for which the Company is established is to advance health, education and social and public welfare, including by:
  - (ii) developing accreditation standards for higher education in psychology; and
  - (iii) supporting the implementation of those accreditation standards.
- (c) Solely to carry out the Purpose, the Company may exercise all of the powers of an individual and a company under the Act.

## **3 Not-For-Profit**

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- (a) The income and property of the Company must be applied solely towards the Purpose.
- (b) No part of the income or property of the Company may be paid or transferred directly or indirectly to Members or Directors by way of dividend, bonus or other profit distribution in their capacity as Members or Directors.
- (c) Clause 3(b) does not stop the Company from making a payment:
  - (i) to a Member for goods or services provided or expenses properly incurred at fair and reasonable rates or rates more favourable to the Company;
  - (ii) to a Member in carrying out the Company’s Purpose;
  - (iii) of premiums for insurance indemnifying Directors to the extent allowed for by law and this Constitution; o
  - (iv) with the prior approval of the Board, to a Director:
    - (A) of fair and reasonable Directors’ fees; or
    - (B) as reimbursement for out-of-pocket expenses properly incurred in performing a duty as Director.

## **4 Membership**

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### **4.1 General**

- (a) The Members are the Directors.
- (b) The minimum number of Members is five.
- (c) The rights of any Member are not transferable.
- (d) Members agree to comply with this Constitution and support the Purpose of the Company.

- (e) A person is admitted as a Member of the Company when the person is appointed as a Director by the Board and the person's name is entered into the Register.
- (f) A person immediately ceases to be a Member if that person ceases to be a Director.

#### **4.2 Register**

- (a) The Secretary must maintain the Register.
- (b) The Register must contain:
  - (i) the name, address and date of admission to Membership – for each current Member; and
  - (ii) the name, date of admission to Membership and date on which a person stopped being a Member – for each person who ceased to be a Member in the past seven years.

#### **4.3 Liability of Members**

The liability of a Member is limited to the Guaranteed Amount, being \$10.

### **5 Discipline of Members**

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- (a) The Board may suspend or expel a Member from the Company if it decides it is not in the interests of the Company for the person to continue or remain as a Member.
- (b) The Board may not resolve to suspend or expel a Member outside of a Board meeting.
- (c) If the Board intends to consider a resolution to suspend or expel a Member, it must notify the Member in writing at least 7 days prior to the relevant Board meeting:
  - (i) of the date, place and time of the meeting where the resolution will be considered;
  - (ii) of the intended resolution and the grounds on which it is based; and
  - (iii) that they may attend the meeting and give an oral or written explanation or submission before the resolution is voted on.
- (d) After considering any oral or written explanation or submission, the Board may resolve to:
  - (i) take no further action;
  - (ii) warn the Member;
  - (iii) suspend the Member's rights for up to 12 months;
  - (iv) expel the Member; or
  - (v) refer the decision to an unbiased, independent person on conditions that the Board considers appropriate (however, the person can only make a decision that the Board could have made under this clause).

- (e) Any Member expelled from the Company may at any time apply to the Board to be readmitted as a Member.
- (f) No person may become a Director following expulsion or while suspended unless they are subsequently readmitted as a Member.

## **6 Appointment and Removal of Directors**

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### **6.1 Number and composition of Directors**

The Company must have at least five and no more than nine Directors.

### **6.2 Eligibility**

- (a) Any natural person committed to the Purpose is eligible to be a Director provided:
  - (i) the person has consented in writing to be a Director and Member;
  - (ii) the person has suitable qualifications, skills and experience to discharge the functions of a Director, as determined by the Board from time to time; and
  - (iii) the person is not ineligible to be a Director under:
    - (A) the Act; or
    - (B) the ACNC Legislation.

(an **Eligible Person**)
- (b) In determining the desirable qualifications, skills and experience of Directors pursuant to clause 6.2(b)(ii), the Board:
  - (i) will have regard to a skills matrix; and
  - (ii) may determine eligibility criteria that apply to a set number or proportion of Board members.
- (c) Rule 6.2(a)(iii)(B) will not apply to disqualify a person if an exemption is obtained from the ACNC Commissioner.

### **6.3 Appointment of Directors**

The Board may appoint an Eligible Person to be a Director by resolution.

### **6.4 Term of office**

- (a) The term of office of a Director is three years (unless a different period is specified in the resolution).
- (b) Subject to clause 6.2(a) a person may be appointed as a Director for more than one term of office.
- (c) A Director who has served continuously for nine years or more may only be re-appointed with the unanimous support of the Board.

## **6.5 Ceasing to be a Director**

A person stops being a Director, and a casual vacancy is created, if they:

- (a) resign by written notice to the Company;
- (b) cease to be a Member;
- (c) are removed by resolution of the Members or in accordance with the Act;
- (d) are absent without leave of the Board, from:
  - (i) three consecutive Board meetings; or
  - (ii) four Board meetings over 12 months;
- (e) die, or become subject to a Court order to receive treatment or have their finances managed by another person due to being of unsound mind or having a mental illness;
- (f) are directly or indirectly interested in any contract or proposed contract with the Company and fail to declare the nature of the interest as required by the Act; or
- (g) become ineligible to be a Director under the Act or the ACNC Legislation.

## **6.6 Leave of absence**

- (a) Directors are entitled to request a leave of absence from Board meetings for a maximum period of 6 months, subject to approval by the Board.
- (b) Leave of absence requests must be made in writing to the Board and cannot be granted retrospectively, unless there are extenuating circumstances (as agreed by the Board from time to time) which give rise to a retrospective approval.
- (c) The Board will consider any request for a leave of absence at its next scheduled meeting (unless there are extenuating circumstances (as agreed by the Board from time to time)).
- (d) A Director on an approved leave of absence:
  - (i) is not counted for the purpose of forming a quorum in accordance with clause 7.6 or passing resolutions without meetings in accordance with clause 7.10;
  - (ii) will be recorded in Board meeting minutes as a Director on an approved leave of absence;
  - (iii) will not receive minutes of Board meetings or general meetings but will have access to previous minutes when they return to the Board; and
  - (iv) will be recorded as being on an approved leave of absence in the Company's Annual Report.



## **6.7 Effect of casual vacancy**

If the number of Directors is less than five, the remaining Directors may, except in an emergency, act only to increase the number of Directors to a number sufficient to constitute a quorum or meet that minimum number.

## **6.8 Defects in appointment of Directors**

An act done by, or with the participation of, a person acting as a Director is valid even if it is later discovered that:

- (a) there was a defect in the appointment of the person; or
- (b) the person was disqualified from continuing in office, voting or taking the relevant step.

# **7 Decision Making and Meetings**

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## **7.1 Board meetings**

The Board may meet together for the dispatch of business and adjourn and otherwise regulate its meetings as it thinks fit and in accordance with this clause 7.

## **7.2 General Meetings**

The Board may convene a General Meeting of Members at the time and place it thinks fit and in accordance with this clause 7, save that the Members may not pass a resolution without meeting pursuant to clause 7.10 if the Act requires a meeting for that resolution.

## **7.3 Convening meetings**

A Director may convene or ask the Secretary to convene a meeting by giving reasonable notice to all of the other Directors.

## **7.4 Notice of meetings**

- (a) Notice of meetings must be given to every Director.
- (b) A notice of a Board meeting:
  - (i) must specify the place, day and time of the meeting;
  - (ii) must provide details of any technology that will be used to facilitate the meeting; and
  - (iii) does not need to specify the nature of the business to be transacted at the meeting.
- (c) A notice of a General Meeting must:

- (i) specify the place, the day and the time of the meeting (and, if the meeting is to be held in two or more places, the technology that will be used to facilitate this);
- (ii) if virtual meeting technology is to be used, provide sufficient information about the technology to allow the Members to participate;
- (iii) state the general nature of the business to be transacted at the meeting;
- (iv) if a Special Resolution is to be proposed at the meeting – set out the wording of the resolution and state that it is proposed as a Special Resolution.

#### **7.5 Timing of notice of meetings**

- (a) At least seven days' written notice must be given of Board meetings to all Directors.
- (b) The Board may unanimously waive the requirement to give seven days' notice of Board meetings.
- (c) At least 21 days' notice must be given of a General Meeting:
  - (i) to consider a resolution to remove an auditor or a Director;
  - (ii) in the case of an Annual General Meeting, unless all the Members entitled to attend and vote agree beforehand; and
  - (iii) in the case of any other General Meeting, unless Members with at least 95% of the votes that may be cast at the meeting agree beforehand.

#### **7.6 Quorum for meetings**

- (a) No business may be transacted at any meeting unless a quorum is present.
- (b) A quorum for meetings is a majority of Directors or Members (as the case may be).
- (c) A Director on a leave of absence approved by the Board should not be included when calculating the total number of Directors for the purposes of this clause.

#### **7.7 Use of virtual meeting technology in meetings**

- (a) Meetings may be held using any virtual meeting technology that is agreed to by the Board.
- (b) The use of any virtual meeting technology must give the person (a Director or Member as the case may be for the purposes of this clause 7.7) a reasonable opportunity to participate including a reasonable opportunity to exercise a right to speak.
- (c) The Board's agreement may be a standing one.

- (d) A person participating through the use of virtual meeting technology will be deemed to be present at the meeting in person.
- (e) A person participating through the use of virtual meeting technology:
  - (i) must be given the opportunity to participate in a vote in real time; and
  - (ii) may, in the sole discretion of the Board, be given the opportunity to record a vote in advance of the meeting, in which case the voter may elect to vote in real time or in advance,
- (f) A document that is required or permitted to be tabled at a meeting using virtual meeting technology is taken to have been tabled if it is:
  - (i) given to the persons entitled to attend the meeting (whether physically or using virtual meeting technology) before the meeting; or
  - (ii) made accessible to the persons entitled to attend the meeting (whether physically or using virtual meeting technology) during the meeting.

#### **7.8 Chairperson of meetings**

- (a) The Chair will preside as chairperson at Board meetings and General Meetings.
- (b) If the Chair is not present within 15 minutes after the commencement time or is unwilling to act as chairperson for all or part of the meeting then:
  - (i) if there is a Deputy Chair, the Deputy Chair will be the chairperson; and
  - (ii) if the Deputy Chair is not present or is not willing and able to be the chairperson during all or part of the meeting, the Directors present may elect a Director to be chairperson of the meeting or part of it.

#### **7.9 Voting at meetings**

- (a) Proxy voting is not permitted.
- (b) A question arising at a Board meeting is to be decided by a majority of votes of Directors present and entitled to vote.
- (c) A question arising at a General Meeting (other than a Special Resolution) is to be decided by a majority of votes of Members present and entitled to vote.
- (d) The chairperson has a deliberative vote. If the votes cast on a motion are equal, the chairperson will have a casting vote.

#### **7.10 Resolutions without meetings**

- (a) A resolution of the Board or Members may be passed without a meeting if all the Directors or Members (as the case may be) entitled to vote on the resolution respond stating that they are in favour of the resolution.

- (b) The resolution is passed at the time when the last Director or Member in favour responds stating that they are in favour of the resolution.
- (c) For the purpose of this clause:
  - (i) the notice must include the wording of the resolution;
  - (ii) the notice may be distributed by any means;
  - (iii) the Directors or Members must respond in writing (including by electronic communication); and
  - (iv) the resolution fails if it has not achieved unanimous consent within seven days after the notice was given.
- (d) This clause does not apply to a Special Resolution, a Members' resolution to remove a Director or a Members' resolution to appoint or remove an auditor.

## **8 The Board**

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### **8.1 Powers of the Board**

- (a) The Directors are responsible for managing the business of the Company and furthering the Purpose.
- (b) In their capacity as Directors, the Directors may exercise all the powers of the Company that are not, by the Act or by this Constitution, required to be exercised by the Members.
- (c) The Board, in their capacity as Directors, cannot remove a Director or auditor.
- (d) The Board may delegate any of its powers to one or more Directors, the Chief Executive Officer or a committee.
- (e) The Board may specify terms of the delegation (including the power to further delegate) and revoke a delegation.

### **8.2 Duties of Directors**

Directors must comply with any duties imposed on them by the Act and with the duties described in governance standard 5 of the ACNC Legislation.

### **8.3 Establishment of committees**

- (a) The Board:
  - (i) must establish the Advisory Committee in accordance with clause 9; and
  - (ii) may establish other committees from time to time.
- (b) A committee may include, or be comprised of, non-Directors.
- (c) The meetings and proceedings of committees are:
  - (i) subject to any terms of reference and/or delegation; and

- (ii) otherwise governed as far as possible by the provisions of this Constitution which regulate the proceedings of the Board.

#### **8.4 By-laws**

- (a) The Board may make regulations or by-laws for the general conduct and management of the Company and the business of the Board.
- (b) The Board may revoke and alter by-laws or regulations as it sees fit.

### **9 Advisory Committee**

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#### **9.1 Purpose**

The purpose of the Advisory Committee is to provide advice to the Board in relation to the fulfilment of the Purpose generally.

#### **9.2 Composition**

- (a) The Advisory Committee must be established in accordance with clause 8.3.
- (b) The Advisory Committee must include:
  - (i) an individual appointed by the The Australian Psychological Society Limited (ACN 000 543 788);
  - (ii) an individual appointed by the Heads of Departments and Schools of Psychology Association (ABN 26 469 557 860); and
  - (iii) any additional individuals appointed by resolution of the Board.
- (c) The term of office of Advisory Committee members will be:
  - (i) for individuals appointed pursuant to clauses 9.2(b)(i) or 9.2(b)(ii), until removed or replaced by their appointor.
  - (ii) for individuals appointed by the Board pursuant to clause 9.2(b)(iii), such term of office as is specified in the Board resolution or until otherwise removed by resolution the Board.

#### **9.3 Meetings**

- (a) The Advisory Committee must meet at least once a year.
- (b) Meetings of the Advisory Committee may be convened by the Secretary at the request of the Chief Executive Officer, the Board or at least three members of the Advisory Committee.

### **10 Directors' Interests**

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#### **10.1 Conflicts of interest**

- (a) A Director must disclose the nature and extent of any perceived or actual material conflict of interest to the other Directors (or the Members if the other Directors share that conflict).

- (b) A Director who has a material personal interest in a matter that is being considered by the Board:
  - (i) must not be present while the matter is being considered at a Board meeting; or
  - (ii) vote on the matter;unless permitted by clause 10.1(c).
- (c) Provided the Board approves and it is permitted by law, a Director may be present or vote if:
  - (i) the interest arises because the Director is a Member and the other Members have the same interest;
  - (ii) the interest relates to an insurance contract that insures, or would insure, the Director against liabilities that the Director incurs as an officer of the Company;
  - (iii) the interest relates to any payment by the Company under clause 12 in respect of an indemnity permitted under the Act or any contract relating to such an indemnity; or
  - (iv) the Australian Securities and Investments Commission makes an order allowing the Director to vote on the matter; or
  - (v) the interest relates to a contract the Company is proposing to enter into that:
    - (A) is subject to approval by the Members; and
    - (B) will not impose any obligation on the Company if it is not approved by the Members;
  - (vi) the Directors who do not have a material personal interest in the matter pass a resolution that:
    - (A) identifies the Director, the nature and extent of the Director's interest in the matter and how it relates to the affairs of the Company, and
    - (B) states that those Directors are satisfied that the interest should not stop the Director from voting or being present; or
  - (vii) the interest arises merely because the Director has a right of subrogation in relation to a guarantee or indemnity referred to in clause 12.

## **10.2 Permissible conduct**

Provided a Director complies with clause 10.1, they may:

- (a) hold any other position in the Company, except that of auditor;
- (b) hold any office or place of profit in any other entity promoted by the Company or in which it has an interest of any kind;
- (c) enter into a contract or arrangement with the Company;

- (d) act in a professional capacity (or be a Member of a firm which acts in a professional capacity) for the Company, except as auditor;
- (e) sign or participate in the execution of a document by or on behalf of the Company; and
- (f) do any of the above despite the fiduciary relationship of the Director's office:
  - (i) without any liability to account to the Company for any direct or indirect benefit accruing to the Director; and
  - (ii) without affecting the validity of any contract or arrangement.

## **11 Office Bearers and Chief Executive Officer**

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### **11.1 Appointment of Office Bearers**

- (a) From time to time as required, the Board must appoint the following Office Bearers from among the Board for a term of office up to three years:
  - (i) a Chair,
  - (ii) a Deputy Chair;
  - (iii) a Treasurer; and
  - (iv) any other Office Bearers as the Board deems fit.
- (b) Office Bearers of the Company hold office until the end of the first Annual General Meeting following their appointment.
- (c) An Office Bearer may be elected for more than one successive term.
- (d) The Board may remove or suspend a person from holding any Office Bearer position by resolution passed at a Board meeting provided:
  - (i) the resolution is passed by not less than two-thirds of the Directors present; and
  - (ii) at least 21 days' notice in writing of the resolution has been given to the Secretary and to the person who is the subject of the resolution.

### **11.2 Secretary**

- (a) The Board must appoint at least one Secretary, who may also be a Director or the Chief Executive Officer.
- (b) The Secretary is to be appointed on such terms and conditions as the Board deems fit
- (c) A person may not be appointed as Secretary unless the person:
  - (i) consents in writing to being appointed as Secretary;
  - (ii) is at least 18 years of age; and
  - (iii) is resident in Australia.
- (d) The Board may suspend or remove a Secretary.

### **11.3 Chief Executive Officer**

- (a) The Board may appoint a Chief Executive Officer for a term, at the remuneration and on the conditions that it deems fit.
- (b) The Chief Executive Officer may not be a Director.
- (c) Subject to any contract between the Company and the Chief Executive Officer, the Board may remove the Chief Executive Officer at any time, with or without cause.
- (d) The Chief Executive Officer may attend and speak at all Board meetings and General Meetings, but may not vote at a Board meeting.
- (e) The Directors may:
  - (i) confer powers, discretions and duties on the Chief Executive Officer as it sees fit;
  - (ii) withdraw, suspend or vary any powers, discretions and duties conferred; and
  - (iii) authorise the Chief Executive Officer to delegate all or any of the powers, discretions and duties conferred.
- (f) An act done by a person acting as Chief Executive Officer is not invalidated merely because of:
  - (i) a defect in their appointment as Chief Executive Officer; or
  - (ii) the person being disqualified from being Chief Executive Officer; if that circumstance was not known by the person when the act was done.

## **12 Dispute Resolution**

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- (a) The Board will determine the procedure to be followed to determine any dispute arising between:
  - (i) a Member and another Member;
  - (ii) a Member and the Board; and
  - (iii) a Member and the Company.
- (b) The Board will be subject to the following:
  - (i) a Member may appoint any person to act on behalf of the Member in the dispute resolution procedure;
  - (ii) each party to the dispute has been given an opportunity to be heard on the matter which is the subject of the dispute; and
  - (iii) the outcome of the dispute must not be determined by a biased decision-maker.

## **13 Indemnities and Insurance**

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- (a) The Company indemnifies every present and past Director and executive officer of the Company to the full extent permitted by law against all losses and liabilities incurred as a result of their position as an officer of the Company.



- (b) This indemnity:
  - (i) is a continuing obligation and is enforceable even if the person has ceased to be an officer of the company; and
  - (ii) is not subject to any requirement to first incur an expense or make a payment.
- (c) The Company may, to the extent permitted by law, pay or agree to pay, a premium in respect of a contract insuring its officers.
- (d) Nothing in this clause limits the Company's ability to indemnify or pay for insurance for any person not expressly covered by this clause.

## **14 Administration**

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### **14.1 Minutes and records**

- (a) The Board must ensure that:
  - (i) minutes of all General Meetings, Board meetings and committee meetings; and
  - (ii) records of resolutions passed by Members, Directors and committees without a meeting,are recorded and kept with the Company's records as soon as practicable (being no later than one month after the meeting or passing of the resolution).
- (b) The Company must ensure that minutes of a Board or General Meeting are signed within a reasonable time by the chairperson of the meeting or of the next meeting.

### **14.2 Members' access to Company records**

- (a) Upon request, the Company must give Members reasonable access to inspect and copy Company records, free of charge.

### **14.3 Common seal**

The Company does not have a common seal.

### **14.4 Execution of documents**

- (a) The Company may execute documents by the signature of:
  - (i) two Directors;
  - (ii) one Director and the Secretary; or
  - (iii) such other persons appointed by the Board for that purpose.
- (b) A document may be signed by electronic means in accordance with the Act.

## **15 Records, Accounting and Audit**

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### **15.1 Accounts and other records of the Company**

- (a) The Board must:
  - (i) ensure that proper financial records are kept in accordance with all legal and regulatory requirements; and
  - (ii) ensure that records of its operations are kept; and
  - (iii) take reasonable steps to ensure that the Company's records are kept safe.
- (b) The Company must retain its records for at least seven years.

### **15.2 Audit**

- (a) If required by law, the Company must appoint and remunerate an auditor.
- (b) Any auditor is entitled to attend any General Meeting and to be heard by the Members on any business of the meeting that concerns the auditor in their capacity as auditor.
- (c) The Company must give any auditor all communications relating to the General Meeting that the Members of the Company are entitled to receive.

### **15.3 Financial year**

The financial year will begin on 1 July and end on 30 June, unless the Board passes a resolution to change the financial year.

## **16 Amending this Constitution**

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- (a) The Company may only alter this Constitution by Special Resolution in accordance with the Act.
- (b) The Members must not pass a Special Resolution that amends this Constitution if passing it causes the Company to no longer be a Charity.

## **17 Notices**

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- (a) The Company may give notice (subject to any election or request made by the Member under the Act in relation to receipt of documents) and any communication personally, by post, email or other electronic means
- (b) Notices to the Company may be given personally, by post, email or other electronic means.
- (c) Notices are deemed to be received:
  - (i) in the case of a properly addressed and posted notice, five Business Days after the date of posting; and
  - (ii) in the case of a notice sent by email or other electronic means, at the time of sending.

- (d) The non-receipt of notice or a failure to give notice, does not invalidate any thing done or resolution passed at the meeting if:
  - (i) the non-receipt or failure occurred by accident or error;
  - (ii) the individual waives notice before or after the meeting (including by attending the meeting); or
  - (iii) the individual notifies the Company of their agreement to that thing or resolution before or after the meeting.
- (e) In calculating a period of notice, both the days on which the notice is given or taken to be given and the day of the meeting must be disregarded.

## **18 Winding Up**

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### **18.1 General**

The Company may only be wound up in accordance with the Act.

### **18.2 Contribution of a Member on winding up**

If required, each Member must contribute an amount (not more than the Guaranteed Amount) to the assets of the Company if it is wound up while they are a Member, or within one year of the Member ceasing to be a Member, for the:

- (a) payment of the debts and liabilities of the Company incurred before they ceased to be a Member; and/or
- (b) costs, charges and expenses of winding up.

### **18.3 Distribution of assets on winding up**

- (a) If on the winding up of the Company or dissolution of the Company, there is a surplus of assets after satisfying all the Company's liabilities and expenses, the surplus:
  - (i) must not be paid or distributed to a Member in their capacity as a Member; and
  - (ii) must be given or transferred to a Charity or Charities (the **recipient**) which:
    - (iii) have similar objects to those of the Company as described in this Constitution; and
    - (iv) prohibit the distribution of profit or gain to its Members in their capacity as Members.
- (b) The Members must decide before any winding up or dissolution which recipient will receive a distribution. If the Members fail to decide, the matter must be determined by application to the Supreme Court in the State of Victoria.

### 19.1 Definitions

In this Constitution:

**ACNC** means the Australian Charities and Not-for-profits Commission.

**ACNC Legislation** means the *Australian Charities and Not-for-profits Commission Act 2012* (Cth) and the *Australian Charities and Not-for-profits Commission (Consequential and Transitional) Act 2012* (Cth).

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

**Advisory Committee** means the committee referred to in clause 9.

**auditor** may mean a reviewer, if permitted by the Act or ACNC Legislation.

**Board** means the group of individuals that are responsible for the governance, strategy and management of the Company.

**chairperson** means the person chairing a meeting.

**Chair** means the person appointed to the position of Chair under clause 11.

**Charity** means a charity registered under the ACNC Legislation.

**day** means calendar day except public holidays.

**General Meeting** means a meeting of Members (including an Annual General Meeting).

**Guaranteed Amount** means the amount set out in clause 4.3.

**ITAA 97** means the *Income Tax Assessment Act 1997* (Cth).

**Member** means a person whose name is entered in the Register as a Member of the Company in accordance with clause 4.2.

**Office Bearer** means Chair, Deputy Chair and Treasurer.

**person** includes a natural person and a corporation within the meaning of s 57A of the Act.

**Purpose** means the purpose set out in clause 2.

**Register** means the register of Members under the Act.

**Special Resolution** means a resolution passed at a General Meeting:

- (a) of which notice specifying the intention to propose the resolution as a Special Resolution has been given pursuant to this Constitution and the Act; and

- (b) by not less than 75% of the votes cast.

## **19.2 Interpretation**

In this Constitution:

- (a) If an expression in the Constitution has a meaning in the Act, the meaning from the Act will apply to the expression - except where a contrary intention appears in this Constitution.
- (b) A reference to any legislation or to any provision of any legislation includes any modification or re-enactment of it, any legislative provision substituted for it, and all regulations and statutory instruments issued under it.

## **19.3 Exclusion of replaceable rules**

- (a) The replaceable rules contained in the Act do not apply to the Company.
- (b) If at any time, the company is not a Charity, the Act (unless it is a replaceable rule) overrides any part of this Constitution or policy of the Company to the extent of any inconsistency.

## **20 Transitional Provisions**

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The following clauses apply notwithstanding anything to the contrary in this Constitution.

- (a) The Directors immediately following the adoption of this Constitution will be those in office at the time of adoption.
- (b) Directors appointed prior to the adoption of this Constitution may complete their term of office under the previous Constitution. Time served prior to the adoption of this Constitution will be taken into account for the purposes of clause 6.4(a).