JUDO FEDERATION OF AUSTRALIA LIMITED

CONSTITUTION

Version 1 – January 2017

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SCHEDULE 1
Life Members (at date of Constitution)

CONSTITUTION

OF

JUDO FEDERATION OF AUSTRALIA LIMITED

1. NAME

The name of the Company is Judo Federation of Australia Limited.

2. DEFINITIONS AND INTERPRETATION

2.1 Definitions

In this Constitution unless the contrary intention appears, these words shall have the following meanings:

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

"Affiliate Member" means an incorporated association or club which is a member of a Member State.

"Annual General Meeting" or **"AGM"** means the Annual General Meeting of the Company required to be held by the Company in each calendar year under section 250N(2) of the Corporations Act.

"Appointed Director" means a Director appointed under **clause 14.10**.

"Board" means the body consisting of the Directors under **clause 14**.

"Chairperson or **Chair"** means the person elected as Chair of the Company under **Clause 16.7(a).**

"Committee" means a committee established by the Directors under **clause 20.**

"Chief Executive Officer" or **"CEO"** means the person appointed as the Chief Executive Officer of the Company by the Directors under **clause 18**.

"Commonwealth" means the Commonwealth of Australia as established under the *Commonwealth of Australia Constitution Act 1977* (Cth).

"Company" means the Judo Federation of Australia Limited.

"Company Secretary" means a person appointed as a company secretary of the Company by the Director's under **clause 19.**

"Constitution" means this constitution of the Company as amended from time to time, and a reference to a particular rule is a reference to a rule of this Constitution.

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

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

“Directors” means, as the case requires, all or some of the Directors acting together in accordance with their powers and authority under this Constitution.

“Elected Director” means a Director elected under **clause 14**.

“Financial Year” means the year commencing 1 July and ending 30 June the following year.

“First Elected Director” means a person referred to in **clause 14.2 (a)**.

“Full Term” means a three year term in the case of an Elected Director or in the case of an Appointed Director, the term for which they were appointed at the relevant time (whether or not either such term is served in full).

“General Meeting” means a general meeting of Members of the Company and includes the Annual General Meeting (AGM) and any Special General Meeting (SGM).

“Individual Member” means a registered financial individual member of a Member State or Affiliate Member.

“IJF” means the International Judo Federation or other organisation the Company affiliates with for the promotion and organisation of Judo Internationally.

“Intellectual Property” means all rights or goodwill subsisting in copyright, business names, names, trademarks (or signs), logos, designs, patents or service marks (whether registered or unregistered) relating to the Company or any event, competition or activity of or conducted, promoted or administered by the Company.

“Judo” means the sport of Judo as evolved by its founder, Jigoro Kano, as recognised and regulated by IJF from time to time and includes sport for athletes with disabilities.

“Life Member” means a person admitted to the Company as a life member under **clause 6.3**.

“Member” means a member for the time being of the Company under this Constitution.

“Member State” means an entity recognised under **clause 6.2(a)** and **6.2(b)** to administer Judo in its particular State.

“MPP” means the Member Protection Policy adopted by the Company from time to time.

“Nomination Committee” means the committee of the Board established pursuant to **clause 14.4**.

“Objects” means the objects of the Company as set out in **clause 3**.

“Official Position” means in connection with any body corporate or organisation, a person who;

(a) holds a position, whether elected or appointed as president, vice president, secretary, treasurer, director or equivalent of that body corporate or organisation; or

(b) has, directly or indirectly, a material ownership or financial interest in that body corporate or organisation.

"Policy" means a policy made under **clauses 8.2 and 21.1**.

"Register of Members" means the register established pursuant to **clause 6.5(a)**.

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

"Sporting Power" means that power delegated to the Company by IJF for the exclusive control and management of Judo in Australia.

"Special Resolution" means a resolution which must be passed by a majority of at least 75% of votes which are cast by Members entitled to vote at the relevant General Meeting in accordance with this Constitution and/or the Corporations Act.

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

"Statutes and Regulations" means the statutes and regulations of IJF in force from time to time.

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

"Voting Member" means a Member State represented by its Representative at General Meetings of the Company.

2.2 Interpretation

In this Constitution unless the context requires otherwise:

(a) **(amendments to legislation)** a reference to a law or a provision of a law includes amendments, re-enactments or replacements of that law or provision, whether by a State or the Commonwealth or otherwise;

(b) **(Company)** a reference to the Company is a reference to Judo Federation of Australia Limited, a company limited by guarantee;

(c) **(document)** a reference to a document or instrument includes any amendments made to it from time to time and, unless the contrary intention appears, includes a replacement;

(d) **(exercise of a function)** a reference to the exercise of a function includes, where the function is a power, authority or duty, a reference to the exercise of the power or authority or the performance of the duty;

(e) **(gender)** words importing gender include all genders;

(f) **(include)** the words *include*, *includes*, *including* and *for example* are not to be interpreted as words of limitation;

(g) **(instruments)** a reference to a statute or other law includes regulations and other statutory instruments under it and consolidations, amendments, re-enactments or replacements of any of them (whether the same or any legislative authority having jurisdiction);

(h) **(notice)** references to notices in this Constitution include not only formal notices of meetings but also all documents and other communications from the Company to its Members;

(g) **(organisation)** a reference to an organisation includes a reference to its successors;

(i) **(person)** reference to a person includes a firm, a body corporate, a partnership, a joint venture, an unincorporated body or association, an authority or the legal personal representatives, successors and permitted assigns of that person;

(j) **(presence of a Member)** a reference to a Member present at a General Meeting means a Member present in person or by proxy or Representative.

(k) **(signed)** where, by a provision of this Constitution, a document including a notice is required to be signed, that requirement may be satisfied in relation to an electronic communication if that document is in any manner permitted by law or by any State or Commonwealth law relating to electronic transmissions or in any other manner approved by the Directors.

(l) **(singular includes plura**l) words importing the singular include the plural and vice versa;

(s) **(successors)** a reference to an organisation includes a reference to its successors;

(m) (**words or expressions)** words or expressions shall be interpreted in accordance with the provisions of the Act as they vary from time to time; and

(n) **(writing)** a reference to *writing* and *written* includes printing, typing and other modes of reproducing words in visible form including, without limitation, any representation of words in a physical document or in an electronic communication or form or otherwise.

2.3 Corporations Act

(a) In this Constitution, unless the context requires otherwise, an expression has, in a provision of this Constitution that deals with a matter dealt with by a particular provision of the Corporations Act, the same meaning as in that provision of the Corporations Act.

(b) The provisions of the Corporations Act that apply as replaceable rules are displaced by this Constitution and accordingly do not apply to the Company.

2.4 Headings

Headings are inserted for convenience and do not affect the interpretation of this Constitution.

2.5 Severance

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

3. OBJECTS

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

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

The Objects of the Company shall be to:

(a) adopt and exercise the Sporting Power as the national federation for Judo in Australia and act as the sole Australian affiliated member of IJF in accordance with the Statutes and Regulations;

(b) conduct, encourage, promote, advance, control and manage all levels of Judo in Australia interdependently with Members and others;

(c) adopt, formulate, issue, interpret and amend Policies for the control and conduct of Judo in Australia;

(d) encourage the provision and development of appropriate facilities for participation in Judo;

(e) maintain and enhance standards, quality and reputation of Judo for the collective and mutual benefit and interest of Members and Judo;

(f) promote the sport of Judo for commercial, government and public recognition and benefits;

(g) be the only body entitled to prepare and enter Australian teams in international Judo competitions;

(h) promote, control, manage and conduct Judo events, competitions and championships;

(i) have regard to the public interest in its operations; and

(j) undertake other actions or activities necessary, incidental or conducive to advance these Objects.

4 POWERS

Solely for furthering the Objects under **clause 3**, the Company, in addition to the Sporting Power and any other powers it has under the Corporations Act, has the legal capacity and powers of a company limited by guarantee as set out under section 124 of the Act.

5 INCOME AND PROPERTY

5.1 Sole purpose

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

5.2 Payments to Members

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

(a) in return for any services rendered, goods supplied or expenses incurred in the ordinary and usual course of business to the Company;

(b) of interest at a rate not exceeding the applicable rates of interest for overdraft amounts of $200,000 or more, as advertised by the Commonwealth Bank of Australia Ltd, or failing such advertisement , as advertised by any other Australian bank elected by the Company; or

(c) of reasonable rent for premises let to the Company by them.

6. MEMBERSHIP

6.1 Categories of Members

The Members of the Company shall consist of:

(a) The Member States, which subject to this Constitution, have the right to attend, debate and vote at General Meetings for and on behalf of the Member States;

(b) The Affiliate Members, which subject to this Constitution, have no right to attend, debate or vote at General Meetings;

(c) Individual Members, who subject to this Constitution, have no right to attend, debate or vote at General Meetings;

(d) Life Members, who subject to this Constitution, may attend and debate but not vote at General Meetings;

(e) Such other category of Member as may be created by the Board of Directors. Any category of Member created by the Board of Directors under this **clause 6.1(e)** may not be granted voting rights.

6.2 Member States

(a) The Company will recognise only one entity in each State as the controlling body responsible for the efficient administration of Judo in the whole of that State in accordance with the Objects. Member States must be legal entities and shall be named according to the State in which it is located;

(b) Unless otherwise determined by the Company at the time of adoption of this Constitution, the first Member States will be those entities which are currently recognised by the Company as the recognised controlling body for Judo in their respective State.

(c) Each Member State will:

(i) have objects that align with those of the Company as stated in **clause 3**;

(ii) appoint Representatives in accordance with **clause 11.12**;

(iii) effectively promulgate and enforce the Constitution and Policies of the Company;

(iv) at all times act for and on behalf of the interest of the Company, the Members and Judo;

(v) be responsible and accountable to the Company for fulfilling its obligations under the Company's strategic plan as revised from time to time;

(vi) provide the Company with copies of its audited accounts, annual report and other associated documents as presented to its members within thirty (30) days of the Member State's annual general meeting;

(vii) Provide the Company with copies of its business plans and budgets from time to time and within 14 days of request by the Directors;

(viii) be bound by this Constitution and the Policies;

(ix) act in good faith and loyalty to ensure the maintenance and enhancement of the Company and Judo, its standards quality and reputation for the collective and mutual benefit of the Members and Judo;

(x) at all times operate with, and promote, mutual trust and confidence between the Company and the Members, promoting the economic and sporting success, strength and stability of each other and work cooperatively with each other in pursuit of the Objects;

(xi) maintain a database of all clubs, officials and members registered with it and provide a copy to the Company upon request from time to time by the Directors in such means as may be required;

(xii) not do or permit to be done any act or thing which might adversely affect or derogate from the standards, quality and reputation of Judo and its maintenance and development;

(xiii) at all times act on behalf of and in the interest of the Members and Judo.

(xiv) apply its property and capacity solely in pursuit of the Objects, the Member State and Judo;

(xv) do all that is reasonably necessary to enable the Objects to be achieved by the Company;

(d) The constituent documents of each Member State shall reflect the Objects, having regard to any legislation applicable to that Member State.

(e) The Board of Directors may develop and implement Policies which may set out:

(i) the membership criteria to be met by Member States; and

(ii) the privileges and benefits of Member States membership.

6.3 Life Members

(a) Life Membership is the highest honour that can be bestowed by the Company for longstanding and valued service to Judo in Australia.

(b) Any Member may forward a proposed nomination to the Directors for its consideration.

(c) On the nomination of the Directors, any individual may be elected as a Life Member at any AGM by Special Resolution.

(d) Nominations for Life Membership shall include a written report outlining the history of services of any nominee, together with comments on the suitability of the honour.

(e) The Policies will set out:

(i) the criteria to be met for Life Membership.

(ii) the privileges and benefits of Life Membership which shall include the right to receive notice and attend, but not vote at, General Meetings.

(f) The Life Members of the Company as at the commencement of this Constitution shall be those persons listed at Schedule 1.

6.4 Affiliate Members and Individual Members deeming provisions

(a) All affiliate associations and affiliate clubs (howsoever described) of Member States prior to the time of approval of this Constitution under the Act, shall be deemed Affiliate Members from the time of the approval of this Constitution under the Act, and will be entitled to such benefits as are conferred on them by the Company, whether directly or indirectly.

(b) All persons who were individual members (howsoever described) of a Member State or Affiliate Member prior to the time of approval of this Constitution under the Act, shall be deemed individual members from the time of approval of this Constitution under the Act, and will be entitled to such benefits as are conferred on them by the Company, whether directly or indirectly.

6.5 General

(a) The Company must keep a register of all Members in accordance with the Corporations Act.

(b) No Member whose membership ceases has any claim against the Company or the Directors for damages or otherwise arising from cessation or termination of Membership.

(c) Membership is personal.

(d) A Member must treat all staff, contractors and representatives of the Company with respect and courtesy at all times.

(e) A Member must not act in a manner unbecoming of a Member or prejudicial to the Objects and interest of the Company or Judo or both.

6.6 Limited liability

Members have no liability in that capacity except as set out in **clause 29.1**.

7. CESSATION OF MEMBERSHIP

7.1 Cessation

A Member ceases to be a Member on:

(a) resignation;

(b) death;

(c) the termination of their membership according to this Constitution or the Policies;

(d) a body corporate being dissolved or otherwise ceasing to exist;

(e) in the case of Members who are Member States, that Member ceasing to be a Member In accordance with **clause 9**.

7.2 Resignation

For the purposes of **clause 7.1**, a Member may resign as a Member of the Company by giving 14 days written notice to the Directors. Where a Member State seeks to resign as a Member of the Company the written notice must be accompanied by a copy of the Special Resolution passed by the Member State's members resolving that the Member State resigns from the Company.

7.3 Forfeiture of rights

A Member who or which ceases to be a Member shall forfeit all right in and claim upon the Company or the Directors for damages or otherwise, or claim upon its property including its intellectual property rights.

8 GRIEVANCES AND DISCIPLINE OF MEMBERS

8.1 Jurisdiction

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

8.2 Policies

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

(i) for the hearing and determination of:

(A) grievances by any Member who feels aggrieved by a decision or action of the Company (or a Member State or Affiliate Member); and

(B) disputes between Members relating to the conduct or administration of Judo;

(ii) for discipline of Members;

(iii) for the formation and administration of an appeals tribunal which must be independent of any party before it on the matter which is the subject of the appeal in question; and

(iv) for the termination of a Member's Membership (except in respect of Member States).

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

(i) breached, failed, refused or neglected to comply with a provision of this Constitution, the Policies or any other resolution or determination of the Directors or a duly authorised Committee; or

(ii) acted in a manner unbecoming a Member or prejudicial to the Objects and interests of the Company or Judo or both; or

(iii) prejudiced the Company or Judo or brought the Company or Judo or themselves into disrepute;

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

(c) During investigatory or disciplinary proceedings under this **clause 8**, a respondent may not participate in Judo, pending the determination of such proceedings (including any

available appeal) unless Directors decide continued participation is appropriate having regard to the matter at hand.

(d) The Directors may include in any Policy or Policies a final right of appeal to an independent body outside the control of the Company.

8.3 Member States disciplinary rules

(a) This **clause 8** does not affect or displace a Member State's disciplinary rules and for the avoidance of doubt, any disciplinary matter should first be dealt with at Member State level under relevant Member State rules.

(b) The Company may choose to not accept an appeal or other matter under this rule where it considers it has been properly addressed by a Member State.

8.4 Non application of Clause 8

This **clause 8** does not apply to any incident or matter to which the MPP applies and any member protection related matter must be dealt with in accordance with the MPP.

9 TERMINATION OF MEMBERSHIP OF A MEMBER STATE

9.1 Sanctions for discipline of Member States

Without limiting matters that may be referred to in the Policies, any Member State that is determined by Directors to have acted in a manner set out in **clause 8.2(b)(i) to (iii)** shall be liable for the sanctions set out in that Policy, including termination of membership (which shall only take place in accordance with the procedure set out in this **clause 9**).

9.2 Termination of membership of Member States

(a) no recommendation can be made by the Directors under this **Clause 9** unless all avenues of appeal available to the relevant Member State under the Policies have been exhausted.

(b) Subject to compliance with **clause 9.2(a)** (and the Policies), the Directors may recommend to a General Meeting to terminate the Membership of a Member State.

(c) Upon recommendation from the Directors under **clause 9.2(b)**, a General Meeting may, by Special Resolution (with the Member State the subject of the vote prohibited from voting), terminate the Membership of a Member State.

(d) Where the Membership of a Member State is terminated in accordance with this **Clause 9.2**:

(i) the Directors may recommend to the General Meeting that the Company admit another body, which meets the requirements in **clause 6.2(a)**, as the Member State to represent the relevant State; and

(ii) the General Meeting (or a subsequent General Meeting) may, by Special Resolution, admit the recommended body as the Member State to represent the relevant State, subject to **clause 6.2**.

10. FEES AND SUBSCRIPTONS

10.1 Membership fee

(a) The Directors must determine from time to time:

(i) the amount (if any) payable by an applicant for Membership;

(ii) The amount of the annual subscription fee payable by each Member, or any category of Members;

(iii) any other amount to be paid by each Member, or any category of Members, whether of a recurrent or any other nature; and

(iv) the payment method and due date of payment.

(b) Each Member must pay to the Company the amounts determined under this **clause 10** in accordance with **clause 10.1(a)(iv)**.

10.2 Non-payment of fees

Subject to **clause 6.2(a)**, the right of a Member to attend and vote at a General Meeting is suspended while the payment of any subscription or other amount determined under **clause 10** is in arrears greater than 90 days.

10.3 Deferral or reduction of subscriptions

(a) The Directors may defer the obligations of a Member to pay a subscription or other amount, or reduce (including to zero) the subscription or other amount payable by a Member, if the Directors are satisfied that:

(i) there is reasonable grounds for doing so;

(ii) the Company will not be materially disadvantaged as a result; and

(iii) the Member agrees to pay the deferred or (if greater than zero) the reduced subscription or other amount within a time fixed by the Directors.

(b) If the Directors defer or reduce a subscription or other amount payable by a Member under this **clause 10.3**, that Member will retain their rights to attend and vote at General Meeting, unless otherwise specified by the Directors.

11. GENERAL MEETINGS

11.1 Annual General Meeting

AGMs of the Company are held:

(a) according to the Corporations Act; and

(b) at a date and venue determined by the Directors.

11.2 Power to convene General Meeting

(a) The Directors may convene a General Meeting when they think fit and must do so if required by the Corporation Act.

(b) The Voting Members may convene a General Meeting, which must comply with the requirements under the Corporations Act.

11.3 Notice of a General Meeting

(a) Notice of a General Meeting of Members must be given:

(i) to all Members entitled to attend the General Meeting, the Directors, and the auditor of the Company; and

(ii) in accordance with **clause 24** and the Corporations Act.

(b) At least 45 days prior to the proposed date of the AGM, the CEO will request from the Voting Members notices of motions, which must be received no less than 28 days prior to the AGM.

(c) At least 21 days' notice of the time and place of a General Meeting must be given, together with:

(i) all information required to be included in accordance with the Corporations Act;

(ii) in the case of a proposed Special Resolution, the intention to propose the Special Resolution and the terms of the proposed Special Resolution;

(iii) where applicable, any notice of motion received from any Voting Member or Director in accordance with the Corporations Act; and

(iv) where applicable, a list of all nominees received for positions to be elected at the relevant General Meeting.

11.4 No other business

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

11.5 Cancellation or postponement of General Meeting

Where a General Meeting (including an AGM) is convened by the Directors they may, if they think fit, cancel the meeting or postpone the meeting to a date and time they determine. This clause does not apply to a General Meeting convened by:

(a) Members according to the Corporations Act;

(b) the Directors at the request of Members; or

(c) a court.

11.6 Written notice of cancellation or postponement of General Meeting

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

(a) each Member entitled to attend the General Meeting; and

(b) each other person entitled to notice of a General Meeting under the Corporations Act.

11.7 Contents of notice postponing General Meeting

A notice postponing a General Meeting must specify:

(a) the new date and time for the meeting;

(b) the place where the meeting is to be held, which may be either the same as or different to the place specified in the notice originally convening the meeting; and

(c) if the meeting is to be held in two or more places, the technology that will be used to hold the meeting in that manner.

11.8 Number of clear days for postponement of General Meeting

The number of clear days from the giving of notice postponing a General Meeting to the date specified in that notice for the postponed meeting must not be less than the number of clear days' notice of that General Meeting required to be given by **clause 12.8** or the Corporations Act.

11.9 Business at postponed General Meeting

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

11.10 Representative, proxy or attorney at postponed General Meeting

Where:

(a) by the terms of the instrument appointing a Representative, proxy or attorney that appointed person is authorised to attend and vote at General Meeting on behalf of the appointing Member to be held on a specific date or at a General Meeting or General Meetings to be held on or before a specified date; and

(b) the date for the meeting is postponed to a date later than the date specified in the instrument,

Then that later date is substituted for the date specified in the instrument appointing that appointed person, unless the appointing Member notifies the Company in writing to the contrary at least 48 hours before the time at which the postponed meeting is to be held.

11.11 Non-receipt of notice

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

11.12 Right to appoint Representative

(a) In accordance with the Corporations Act, each Voting Member is entitled to appoint an individual as their Representative to attend General Meetings, provided that the Voting Member has not appointed a proxy under **clause 11.13**,

and to exercise the powers of the Voting Member in relation to resolutions to be passed without meetings.

(b) A Voting Member may appoint more than one Representative but only one Representative may exercise the Voting Member's powers at any one time.

(c) In addition to each Voting Member's appointed Representative, each Voting Member shall be entitled to appoint one further Representative to attend meetings on their behalf but not vote.

11.13 Right to appoint proxy or attorney

(a) A Voting Member of the Company is entitled to appoint a person as their proxy in accordance with the Corporations Act.

(b) A Member may appoint an attorney to act on the Member's behalf at all or any meetings of the Company in accordance with the Corporations Act.

11.14 Authority given by appointment

(a) Unless the terms of the appointment specify to the contrary, an appointment by a Voting Member confers authority on a Representative, proxy or attorney:

(i) to agree to a General Meeting being convened by shorter notice than is required by the Corporations Act or by this Constitution;

(ii) to speak to any proposed resolution; and

(iii) to demand or join in demanding a poll on any resolution.

(b) Unless the terms of the appointment specify to the contrary, even if the instrument of appointment refers to specific resolutions and directs the Representative, proxy, or attorney on how to vote on those resolutions, the appointment is taken to confer authority:

(i) to vote on any amendment moved to the proposed resolution and on any motion that the proposed resolutions not be put or any similar motion;

(ii) to vote on any procedural motion; and

(iii) to act generally at the meeting.

(c) Unless the terms of the appointment specify to the contrary, if the instrument of appointment refers to a specific meeting to be held at a specified time or venue, then the appointment confers authority to attend and vote;

(i) at the postponed or adjourned meeting; or

(ii) at the new venue.

12. PROCEEDINGS AT GENERAL MEETINGS

12.1 Number for a quorum

The number of Member States represented by their Representatives, proxies or attorneys who must be present and eligible to vote for a quorum to exist at a General Meeting is five.

12.2 Requirement for a quorum

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

12.3 Quorum and time

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

(a) if convened by, or on requisition of, Members, is dissolved; and

(b) in any other case stands adjourned to such other day, time and place as the Chair determines.

12.4 Adjourned meeting

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

12.5 Chairperson to preside over General Meetings

(a) The Chairperson is entitled to preside as Chair at General Meetings.

(b) If a General Meeting is convened and there is no Chair, or the Chair is not present within 15 minutes after the time appointed for the meeting, or is unable or unwilling to act, the following may preside as Chair (in order of entitlement):

(i) a Director (or other person) chosen by a majority of the Directors present;

(ii) the only Director present; or

(iii) a Representative of a Voting Member who is entitled to vote and is chosen by a majority of the Voting Members present.

12.6 Conduct of General Meetings

(a) The Chair:

(i) has charge of the general conduct of the meeting and of the procedures to be adopted;

(ii) may require the adoption of any procedure which in the Chair's opinion is necessary or desirable for proper and orderly debate or discussion or the proper and orderly casting or recording of votes; and

(iii) may, having regard where necessary to the Corporations Act, terminate discussion or debate on any matter whenever the Chair considers it necessary or desirable for the proper conduct of the meeting.

(b) A decision of the Chair under this **clause12.6** is final.

12.7 Adjournment of General Meetings

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

(b) The adjournment may be either to a later time at the same meeting or to an adjourned meeting at any time and place agreed by vote of the Members present.

(c) Only unfinished business is to be transacted at a meeting resumed after an adjournment.

12.8 Notice of adjourned meeting

(a) It is not necessary to give any notice of an adjournment or of the business to be transacted at any adjourned meeting unless the meeting is adjourned for 30 days or more.

(b) In that case, at least the same period of notice as was originally required for the meeting must be given for the adjourned meeting.

12.9 Questions decided by majority

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

12.10 Equality of votes

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

12.11 Declaration of results

(a) At any General Meeting a resolution put to the vote of the meeting must be decided on a show of hands unless a poll is properly demanded and the demand is not withdrawn.

(b) A declaration by the Chair that a resolution has on a show of hands been carried or carried unanimously, or by a particular majority, or lost, and an entry to that effect is recorded in the minutes of the meetings of the Company, is conclusive evidence of the fact.

(c) Neither the Chair nor the minutes need state, and it is not necessary to prove, the number or proportion of votes recorded for or against the resolution.

12.12 Poll

(a) If a poll is properly demanded in accordance with the Corporations Act or by the Chair of the meeting, it must be taken in the manner and at the date and time directed by the Chair, and the result of the poll is a resolution of the meeting at which the poll was demanded.

(b) A poll demanded on the election of a Chair or on a question of adjournment must be taken immediately.

(c) A demand for a poll may be withdrawn.

(d) A demand for a poll does not prevent the General Meeting continuing for the transaction of any business other than the question on which the poll was demanded.

12.13 Objection to voting qualification

(a) An objection to the right of a person to attend and vote at a General Meeting (including an adjourned meeting):

(i) may not be raised except at that meeting; and

(ii) must be referred to the Chair, whose decision is final.

(b) A vote disallowed under the objection is valid for all purposes.

12.14 Chair to determine any poll dispute

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

13 VOTES OF MEMBERS

13.1 Votes of Members

(a) At a General Meeting, on a show of hands and on a poll, each of the Voting Members shall have the votes set out in this **clause 13.1**.

(b) Each Member State will receive one vote.

(c) No Member other than Member States shall be entitled to vote at General Meetings.

13.2 Election of Directors

(a) Elections for Elected Directors shall be by exhaustive ballot in accordance with this **clause 13.2** at the relevant General Meeting on papers prepared by the CEO.

(b) Save where there is only one nominee for each position of Elected Director to be filled, the exhaustive ballot will be conducted as a poll as follows:

(i) rounds of voting for each position of Elected Director to be filled will be held, the first of which will include all nominees for that position;

(ii) the nominee with the fewest number of votes will be eliminated from the second and subsequent round;

(iii) in the event that more than one nominee has an equal number of votes and that number of votes is the least number of votes, then;

(A) provided that there remains at least one other nominee for the subsequent round, all of those nominees with the least amount of votes will be eliminated from each of the subsequent rounds of voting;

(B) if eliminating all nominees with the least number of votes would result in there being no nominees remaining then, subject to the direction of the Chair (who may call for a re-vote of the last round of voting), the position up for election will be treated as a casual vacancy to be dealt with in accordance with **clause 14.9**;

(iv) rounds of voting will be continued with one or more nominees being eliminated from each round until only two nominees remain;

(v) in the last round of two nominees, a resolution is passed in favour of the election of the nominee who receives the majority of votes; and

(vi) in the event that the last round of voting has only one nominee remaining, then a resolution is still required to be passed in favour of the election of that nominee in order for the nominee to be elected.

13.3 Resolutions not in General Meeting

(a) If all Members entitled to vote sign a document containing a statement that they are in favour of a resolution in terms set out in the document, a resolution in those terms is deemed to have been passed at a General Meeting of the Company held at the time on which the document was signed by the last Member entitled to vote and which results in a majority of the Voting Members supporting the resolution.

(b) For the purposes of clause **13.3(a)**, two or more separate documents containing statements in identical terms, each of which is signed by one or more Members entitled to vote, are deemed together to constitute one document containing a statement in those terms signed by those Members on the respective days on which they signed the separate documents.

(c) A facsimile transmission or other form of visible or other electronic communication purported to be signed by a Member for the purpose of this clause is deemed a document in writing signed by that Member.

14. DIRECTORS

14.1 Number of Directors

(a) There must be not less than five Directors and not more than nine Directors.

(b) Subject to **clause 14.1(a)**, not more than seven Directors are to be elected by the Members **(Elected Directors)**, and not more than two Directors are to be appointed under **clause 14.10 (Appointed Directors)**.

14.2 First Directors

(a) The First Elected Directors shall be those persons in office as directors from the completion of the 2016 Annual General Meeting of the Judo Federation of Australia Incorporated and which shall take effect from the commencement of this Constitution.

(b) Subject to the Corporations Act and **clause 14.3**:

(i) at the first Annual General Meeting following the adoption of this Constitution, two of the First Elected Directors will retire from office (and in the absence of an agreement as to who will retire, those to retire will be determined by lot from the First Elected Directors) and an election will be held to elect two (2) Elected Directors. Those retiring First Directors will, subject to the requirement of this Constitution, be eligible for re-election.

(ii) at the second Annual General Meeting following the adoption of this Constitution, two other remaining First Elected Directors will retire from office (and in the absence of an agreement as to who will retire, those to retire will be determined by lot from the First Elected Directors) and an election will be held to elect two (2) Elected Directors. Those retiring First Directors will, subject to the requirement of this Constitution, be eligible for re-election.

(iii) at the third Annual General Meeting following the adoption of this Constitution, the remaining First Elected Director will retire from office and an election will be held to elect one (1) Elected Director. The retiring First Director will, subject to the requirement of this Constitution, be eligible for re-election.

14.3 Eligibility

(a) For the period from the date of this Constitution a person who:

(i) is an employee of the Company, a Member State or Affiliate Member; or

(ii) holds an Official Position with a Member State or an Affiliate Member; or

(iii) was a Director of the Company and **clause 14.8** applies,

(each a Disqualifying Position) may not hold office as a Director.

(b) A Director who accepts a Disqualifying Position must notify the other Directors of that fact immediately and is deemed to have vacated office as a Director.

(c) A person elected or appointed as a Director at the time of holding a Disqualifying Position must resign from that Disqualifying Position within 30 days.

(d) No person shall be eligible to stand for an Elected Director position if, during the proposed term of office, they would be in breach of **clause 14.8**.

(e) The Board of Directors may determine position or role descriptions or necessary qualifications for Director positions.

14.4 Nomination for election

(a) A Nominations Committee shall be formed, the role of which shall include the task of identifying candidates to fill Board vacancies (including casual vacancies) and assess all nominees for Board vacancies. The complete and specific duties, functions and rules of the Nominations Committee are to be defined in the Nominations Committee terms of reference.

(b) At least 45 days prior to the proposed date of the Annual General Meeting at which a resolution or resolutions will be proposed to fill a vacancy in an Elected Director position, the CEO will request from Members nominations (which comply with this **clause 14.4)** for elections to positions falling vacant, which must be received no less than 28 days prior to the AGM.

(c) Any Member may nominate a person to fill a vacancy in an Elected Director position that is to be the subject of an election at the next AGM.

(d) A nomination must:

(i) be in the form required by the Directors: and

(ii) signed by the nominator and nominee.

14.5 Term of office of Directors generally

Subject to **clauses 14.2, 14.8 and 14.9**, an Elected Director will hold office for a term of three years.

14.6 Office held until end of meeting

A retiring Elected Director holds office until the end of the meeting at which that Elected Director retires but, subject to the requirements of the Constitution, including **clause 14.8**, is eligible for re-election.

14.7 Elected Director elected at General Meeting

(a) At a General Meeting:

(i) at which an Elected Director retires; or

(ii) at the commencement of which there is a vacancy in the office of an Elected Director,

There will be a vote of the Members conducted in accordance with **clause 13.2** to fill the vacancy by electing someone to that office.

(b) Subject to **clauses 14.8** and **14.13**, an Elected Director elected under this **clause 14.7** takes office at the end of the meeting at which they are elected for a period of three years.

14.8 Maximum term of office for Directors

(a) Subject to **clause 14.10** a Director may not serve more than three consecutive terms as a Director, including where one of the terms is as an Appointed Director.

(b) For the purpose of **clause 14.8(a**), service;

(i) by a person filling a casual vacancy in an Elected Director position under **Clause 14.9** for any period will be treated as a term;

(ii) by a person in an Appointed Director position under **clause 14.10** for any period will be treated as a term; and

(iii) by a First Elected Director prior to their resignation in accordance with **clause 14.2(b)** will be treated as a term.

(c) A Director who has served a maximum term in accordance with **clause 14.8(a**) shall not be eligible to be a Director for three years following the completion of their maximum term.

(d) A Director shall not be eligible to serve for more than three terms in any twelve-year period.

14.9 Casual vacancy in ranks of Elected Directors

(a) The Directors may at any time appoint a person to fill a casual vacancy (as defined in **clause 14.14**) in the rank of Elected Directors.

(b) A person appointed under **clause 14.9(a)** holds office until the next Annual General Meeting at which time they can offer themselves for re-election.

14.10 Appointed Directors

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

(c) Not withstanding **clause 14.8**, a person may only serve two terms as an Appointed Director but, subject to the other requirements of this Constitution, are otherwise eligible to be elected to an Elected Director position and for the avoidance of doubt a term for an Appointed Director shall be 3 years or as otherwise determined by the Board but in any event shall not be more than 3 years.

(d) The Directors may at any time appoint a person to fill a casual vacancy (as defined in **clause 14.14**) in the rank of the Appointed Directors on whatever terms that the Directors decide.

14.11 Remuneration of Directors

A Director may not be paid for services as a Director but, with the approval of the Directors and subject to the Corporations Act, may be:

(a) paid by the Company for services rendered to it other than as a Director; and

(b) reimbursed by the Company for their reasonable travelling, accommodation and other expenses when:

(i) travelling to and from meetings of Directors, a Committee or the Company; or

(ii) otherwise engaged in the affairs of the Company.

14.12 Honorarium

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

14.13 Removal of Director

(a) Subject to the provisions of the Corporations Act, the Company may in a General Meeting by ordinary resolution remove any Director prior to the expiration of that Director's term of office.

(b) Unless otherwise resolved at a General Meeting, a Director removed in accordance with **clause 14.13(a)** cannot be re-appointed as a Director within three (3) years of their removal.

14.14 Vacation of office

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

(a) is removed in accordance with **clause 14.13**;

(b) becomes of unsound mind or a person whose person or estate is liable to be dealt with in any way under a law relating to mental health;

(c) resigns in writing to the Company;

(d) accepts appointment to, or becomes the holder of, a Disqualifying Position as set out in **clause 14.3** and does not resign from that position within 30 days;

(e) is not present at three consecutive Director's meetings without leave of absence from the Directors; or

(f) is directly or indirectly interested in any contract or proposed contract with the Company and fails to declare the nature of the interest as required by the Act,

14.15 Alternate Director

A Director cannot appoint an alternate.

15. POWERS AND DUTIES OF THE DIRECTORS

15.1 Directors to manage the Company

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

15.2 Specific powers of Directors

Without limiting **clause 15.1**, the Directors may exercise all the Company's powers to borrow or raise money, to charge any property or business or give any other security for a debt, liability or obligation of the Company or of any other person.

15.3 Time, etc.

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

15.4 Appointment of attorney

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

15.5 Provisions in power of attorney

A power of attorney under **clause 15.4** may contain any provision for the protection and convenience of persons dealing with the attorney that the Directors think fit and may also authorise the attorney to delegate (including by way of appointment of a substitute attorney) all of the powers, authorities and discretions of the attorney.

15.6 Delegation of powers

(a) Without limiting **clause 18.4** the Directors may, by resolution or by power of attorney or writing under seal, delegate any of their powers to the CEO or any employee of the Company or any other person as they think fit.

(b) Any delegation by the Directors of their powers:

(i) must specify the powers delegated, any restrictions on, and conditions attaching to, the exercise of those powers and the period during which that delegation is to be in force;

(ii) may be either general or limited in any way provided in the terms of the delegation;

(iii) need not be to a specified person but may be to any person, holding occupying or performing the duties of a specified office or position; and

(iv) may include the power to delegate.

(c) If exercising a power depends on a person's opinion, belief or state of mind, then that power may be exercised by the delegate on the delegate's opinion, belief or state of mind about the matter.

(d) Any power exercised by a delegate is as effective as if it had been exercised by the Directors.

15.7 Code of conduct

The Directors must;

(a) adopt a code of conduct for Directors; and

(b) periodically review the code of conduct in accordance with the standards of good corporate governance.

16. PROCEEDINGS OF DIRECTORS

16.1 Directors meetings

(a) Subject to **clause 16.1(b)**, the Directors may meet together for conducting business, adjourn and otherwise regulate their meetings as they think fit.

(b) The Directors must meet at least six times in each calendar year.

16.2 Questions decided by majority

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

16.3 Chair's casting vote

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

16.4 Quorum

The number of Directors whose presence in person is required to constitute a quorum is the majority of the Directors but in any event shall be a minimum of four Directors.

16.5 Effect of vacancy

(a) The continuing Directors may act despite a vacancy in their number.

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

16.6 Convening meetings

(a) A Director may, and the CEO on the request of a Director must, convene a Directors' meeting

(b) Notice of a meeting of the Directors must be given individually to each Director (except a Director on leave of absence approved by Directors). Notice of a meeting of Directors may be given in person, or by post or by telephone, facsimile or other electronic means.

(c) A Director may waive notice of a meeting of Directors by giving notice to that effect to the Company in person or by post or by telephone, facsimile or other electronic means.

(d) A person who attends a meeting of Directors waives any objection that person may have in relation to a failure to give notice of the meeting.

(e) The non-receipt of a notice of a meeting of the Directors or the accidental omission to give notice of a meeting to a person entitled to receive notice does not invalidate anything done (including the passing of a resolution) at a meeting of Directors.

16.7 Election of Chairperson

(a) The Directors may elect one of their number to be the Chairperson by a majority vote.

(b) The Director elected to be the Chairperson under **clause 16.7(a)** will remain Chairperson for the duration of their term of office as Director and shall chair any meeting of Directors unless the resolution electing a person as the Chairperson specifies a fixed term for the appointment.

(c) Despite **clause 16.7(b)**, if;

(i) there is no person elected as Chair; or

(ii) the Chair is not present within 15 minutes after the time appointed for the holding of the meeting; or

(iii) the Chair is unwilling to act,

The Directors present may elect one of their number to be Chair of the meeting.

16.8 Circulating resolutions

(a) The Directors may pass a resolution without a Directors' meeting being held if notice in writing of the resolution is given to all Directors and a majority of the Directors entitled to vote on the resolution (not being less than the number required for a quorum at a meeting of Directors) sign a document containing a statement that they are in favour of the resolution set out in the document.

(b) Separate copies of the document may be used for signing by the Directors if the wording of the resolution and statement is identical in each copy. A facsimile transmission or other document produced by electronic means under the name of a Director with the Director's authority is taken to be a document signed by the Director for the purposes of **clause 16.8(a)** and is taken to be signed when received by the Company in legible form.

(c) The resolution is passed when the last Director signs and which satisfies **clause 16.8(a)**.

16.9 Validity of acts of Directors

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

16.10 Directors' Interests

(a) A Director shall declare to the Directors any material personal interest or related party transaction, as defined by the Corporations Act, as soon as practicable after that Director becomes aware of their interest in the matter.

(b Where a Director declares a material personal interest or in the event of a related party transaction, that Director must absent himself or herself from discussion of such matter and shall not be entitled to vote in respect of such matters unless otherwise determined by the Directors.

(c) In the event of any uncertainty in this regard, the issue shall immediately be determined by a vote of the Directors or, if this is not possible, the matter shall be adjourned or deferred to the next meeting.

(d) The Chief Executive Officer shall maintain a register of declared interests.

16.11 Minutes

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

17. TELECOMMUNICATION MEETINGS OF THE COMPANY

17.1 Telecommunication Meeting

(a) A General Meeting or a Directors' meeting may be held by means of a Telecommunication Meeting, provided that:

(i) the number of Members or Directors participating is not less than the quorum required for a General Meeting or Directors' meeting (as applicable); and

(ii) the meeting is convened and held in accordance with the Corporations Act.

(b) All provisions of this Constitution relating to a meeting apply to a Telecommunication Meeting in so far as they are not inconsistent with the provisions of this **clause 17**.

17.2 Conduct of Telecommunication Meeting

The following provisions apply to a Telecommunication Meeting:

(a) all persons participating in the meeting must be linked by telephone, audio-visual or other instantaneous means for the purpose of the meeting;

(b) each of the persons taking part in the meeting must be able to hear and be heard by each of the other persons taking part at the commencement of the meeting and each person so taking part is deemed for the purposes of this Constitution to be present at the meeting;

(c) at the commencement of the meeting each person must announce his or her presence to all other persons taking part in the meeting;

(d) a person may not leave a Telecommunication Meeting by disconnecting his or her telephone, audio-visual or other communication equipment unless that person has previously notified the Chair;

(e) a person may conclusively be presumed to have been present and to have formed a part of a quorum at all times at a Telecommunication Meeting unless that person has previously notified the Chair of leaving the meeting; and

(f) a minute of proceedings of a Telecommunication Meeting is sufficient evidence of the proceedings and of the observance of all necessary formalities if the minute is certified to be a correct minute by the Chair.

18. CHIEF EXECUTIVE OFFICER

18.1 Appointment of CEO

(a) The Directors may appoint a CEO.

(b) The CEO shall not be appointed to the Board after leaving the role of CEO for at least three years.

18.2 Powers, duties and authorities of CEO

(a) The CEO holds office on the terms and conditions (including as to remuneration) and with the powers, duties and authorities, delegated to them by the Directors.

(b) The exercise of those powers and authorities, and the performance of those duties, by the CEO are subject at all times to the control of the Directors.

18.3 Suspension and removal of CEO

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

18.4 Delegation by Directors to CEO

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

(a) develop business plans, budgets, strategies, Policies and processes and codes of conduct for consideration by the Directors;

(b) manage the financial and other reporting mechanisms of the Company;

(c) approve and incur expenditure subject to specified expenditure limits;

(d) sub-delegate his or her powers and responsibilities to employees or internal management committees of the Company; and

(e) any other powers and responsibilities which the Directors consider appropriate to delegate to the CEO.

18.5 CEO to attend meetings

The CEO is entitled, subject to a determination otherwise of the Directors, to attend all Meetings of the Company, all meetings of the Directors and any Committees and may speak on any matter, but does not have a vote.

19. APPOINTMENT OF COMPANY SECRETARY

19.1 Appointment of Company Secretary

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

19.2 Suspension and removal of Company Secretary

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

19.3 Powers, duties and authorities of Company Secretary

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

20. COMMITTEES

20.1 Committees

The Directors may delegate any of their powers to Committees consisting of those persons they think fit (including Directors, individuals and consultants), and may vary or revoke any delegation.

20.2 Powers delegated to Committees

(a) A Committee must exercise the powers delegated to it according to the terms of the delegation and any directions of Directors.

(b) Powers delegated to and exercised by a Committee are taken to have been exercised by the Directors.

20.3 Committee meetings

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

21. POLICIES

21.1 Making and amending Policies

(a) In addition to Policies made under **clause 8.2**, the Directors may from time to time make Policies:

(i) that are required to be made under this Constitution; and

(ii) which in their opinion are necessary or desirable for the control, administration and management of the Company's affairs and may amend, repeal and replace those Policies.

(b) The Company in General Meeting may by ordinary resolution amend, repeal or replace a Policy made by the Directors without affecting the validity of acts or decisions made by the Directors or anyone authorised to act pursuant to that Policy.

(c) The Policies referred to in **clauses 8.2** and **21.1** take effect 28 days after service of the Policy on the Member and shall be of force and effect on that date.

21.2 Effect of Policies

A Policy:

(a) is subject to this Constitution;

(b) must be consistent with this Constitution;

(c) when in force, is binding on all Members and has the same effect as a provision in this Constitution; and

(d) may be overruled if an ordinary resolution to that effect is passed by the Members at a General Meeting.

22. INSPECTION OF RECORDS

22.1 Right of the Members to inspect records

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

23. ACCOUNTS

23.1 Accounting records

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

23.2 Auditor

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

24. SERVICE OF DOCUMENTS

24.1 Document includes notice

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

24.2 Methods of service on a Member

The Company may give a document to a Member:

(a) personally;

(b) by sending it by post to the address for the Member in the Register of Members or an alternative address nominated by the Member; or

(c) sending it to a facsimile number or electronic address nominated by the Member.

24.3 Methods of service on the Company

A Member may give a document to the Company:

(a) by delivering it to the Company's Registered Office;

(b) by sending it by post to the Company's Registered Office; or

(c) by sending it to a facsimile number or electronic address nominated by the Company.

24.4 Post

A document sent by post if sent to an address:

(a) in Australia, may be sent by ordinary post; and

(b) outside Australia, or sent from an address outside Australia, must be sent by airmail;

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

24.5 Facsimile or electronic transmission

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

(a) be effected by properly addressing and transmitting the facsimile or electronic transmission; and

(b) have been delivered on the business day following successful transmission without the receipt of a subsequent delivery failure notice.

25. COMMON SEAL

25.1 Safe custody of common seal

The Company Secretary shall provide for the safe custody of the common seal.

25.2 Affixing common seal

The common seal shall only be used by authority of the Board and every document to which the seal is affixed shall be signed by (a) two (2) Directors or (b) a Director and the Company Secretary.

25.3 Director's interest.

A Director and/or Company Secretary may not sign a document to which the seal of the Company is affixed where the Director and/or Company Secretary is interested in the contract or arrangement to which the document relates.

26. STRATEGIC FORUM OF COMPANY

26.1 Strategic forums

The Company shall hold a strategic forum of the Company at least once per year which is to meet to:

(a) inform the Board of significant membership issues;

(b) assist the Board to design or review the Company's strategic direction;

(c) discuss nationwide issues;

(d) provide feedback to the Board on the results of its governance decisions and practice at the Member level.

26.2 Attendees at strategic forum

The following persons shall be invited to attend the strategic forums of the Company:

(a) two representatives from each Member State;

(b) the Directors; and

(c) such other persons the Board considers should be invited.

27. INDEMNITY

27.1 Indemnity of officers

(a) This **clause 27** applies to every person who is or has been:

(i) a Director, CEO or Company Secretary of the Company: and

(ii) to any other officers, employees, former officers or former employees of the Company or of its related bodies corporate as the Directors in each case determine.

Each person referred to in this **clause.27.1(a)** is referred to as an **"Indemnified Officer"** for the purpose of **clause 27**.

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

(i) every liability (except liability for legal costs) that Indemnified Officer incurs as an officer of the Company or of a related body corporate of the Company; and

(ii) all legal costs incurred in defending or resisting (or otherwise in connection with) proceedings, whether civil or criminal or of an administrative or investigatory nature, in which the Indemnified Officer becomes involved as an officer of the Company or of a related body corporate of the Company.

Unless:

(iii) The Company is forbidden by statute to indemnify the person against the liability or legal costs; or

(iv) an indemnity by the Company of the person against the liability or legal costs would, if given, be made void by statute.

27.2 Insurance

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

(a) the Company is forbidden by statute to pay or agree to pay the premium; or

(b) the contract would, if the Company paid the premium, be made void by statute.

27.3 Deed

The Company may enter into a deed with any Indemnified Officer or a deed poll to give effect to the rights conferred in **clause 27.1** on the terms the Directors think fit (as long as they are consistent with this **clause 27**.

28. CHANGES TO THE CONSTITUTION

This Constitution can only be altered by Special Resolution of the Voting Members in General Meeting.

29. WINDING UP

29.1 Contribution of Members on winding up

(a) Each Voting Member must contribute to the Company's property if the Company is wound up while they are a Member or within one year after their membership ceases.

(b) The contribution is for:

(i) payment of the Company's debts and liabilities contracted before their membership ceased;

(ii) the cost of winding up; and

(iii) adjustments of the rights of the contributories among themselves' and the amount is not to exceed $1.00.

(c) No other Member must contribute to the Company's property if the Company is wound up.

29.2 Excess property on winding up

(a) If on winding up or dissolution of the Company, and after the satisfaction of all its debts and liabilities, any property remains, that property must be given or transferred to another body or bodies:

(i) having objects similar to those of the Company; and

(ii) whose constitution prohibits (or each of whose constitutions prohibit) the distribution of its or their income and property among its or their members to an extent at least as great as is imposed under this Constitution.

(b) That body is, or those bodies are, to be determined by the Voting Members at or before the time of dissolution or, failing that determination, by a judge who has or acquires jurisdiction in the matter.

SCHEDULE 1

LIFE MEMBERS (at date of Constitution)

1.	**Cliff DUNCAN** *(Deceased)*	QLD
2.	**Andrew FLEMING** (O.A.M.) *(Deceased)*	WA
3.	**Dr Ern KNOOP**	VIC
4.	**Arthur MOORSHEAD** (O.A.M.) *(Deceased)*	VIC
5.	**John PETERS**	NSW
6.	**Ted RYAN** *(Deceased)*	QLD
7.	**Susan WILLIAMS**	NSW
8.	**John WHIPP** (AM,CSM)	QLD
9.	**Philip BRAIN**	QLD
10.	**Daryl PAYNE**	SA
11.	**Catherine BRAIN**	QLD
12.	**Maria PEKLI**	VIC
13.	**John DEACON** (O.A.M.)	TAS
14.	**Sam WRIGHT**	QLD
15.	**John DRONRYP** (O.A.M.)	VIC
16.	**Colin HILL**	ACT
17.	**Midge HILL**	ACT