

# Constitution

**Blind Sports Australia**

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**Corporations Act 2001**  
**Public company limited by guarantee**  
**Blind Sports Australia**  
**A.C.N. 008 621 252**

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**1 Nature of company and liability**

**Nature of Company**

1.1 The Company is a public company limited by guarantee.

**Liability of Members and guarantee on winding up**

1.2 The liability of the Members is limited. Every Member undertakes to contribute \$100.00 to the assets of the Company if it is wound up while they are a Member, or within one (1) year after they ceased to be a Member.

**2 Objects**

2.1 The object of the Company is to relieve the social exclusion that might otherwise be experienced by members of the blind community by promoting the participation by those people in blind sports, regardless of their age or degree of vision impairment, by:

2.1.1 supporting blind people who participate in sporting and recreational activities at a national and international level; and

2.1.2 assisting in and facilitating the development of opportunities for blind persons to participate in sport.

**3 Membership**

**Classes of Membership**

3.1 The membership of the Company will be divided into the following classes of Members:

3.1.1 Voting Members;

3.1.2 Honorary Life Members; and

3.1.3 Additional Members.

3.2 The Board has the right and power from time to time to create new classes of membership with such rights (other than voting rights), privileges, and obligations as are determined applicable, even if the effect of creating a new class is to alter

rights, privileges, or obligations of any existing class of Members. The Board shall advise Members of the new class and the associated rights.

### **No transfers**

- 3.3 The rights of being a Member are not transferable whether by operation of law or otherwise.

### **Voting Members**

- 3.4 The following persons are eligible to become a Voting Member of the Company:
- 3.4.1 an organisation approved by the Board;
  - 3.4.2 an Australian or State/Territory sporting organisation which controls one (1) or more particular sports or branches of sport for blind athletes in sports supported by the Company which allows and enables athletes with disabilities to participate in State, National and International events;  
or
  - 3.4.3 an Australian or State/Territory sporting organisation which supports one (1) or more particular sports or branches of sport for blind athletes in sports supported by the Company.
- 3.5 A Voting Member has the right to receive notices of and attend and be heard at any general meeting and to vote at any general meeting.

### **Honorary Life Members**

- 3.6 An individual is eligible to become an Honorary Life Member of the Company if that individual has provided distinguished service to:
- 3.6.1 the Company; or
  - 3.6.2 the blind sporting community.
- 3.7 Honorary Life Membership is the highest honour that can be bestowed by the Company for longstanding and valued service to blind sport in Australia.
- 3.8 Any Member may nominate an individual to be an Honorary Life Member to the Board for its consideration.
- 3.9 Nominations for Honorary Life Membership shall include a written report outlining the history of services of any nominee, together with comments on the suitability of the honour.
- 3.10 A person may be posthumously recognised as a Honorary Life Member.

- 3.11 An individual may only be admitted as an Honorary Life Member if the Company has approved, by special resolution, that person to become an Honorary Life Member.
- 3.12 An Honorary Life Member:
- 3.12.1 has the right to receive notices of and attend and be heard at any general meeting; and
  - 3.12.2 has no right to vote at any general meeting.

### **Additional Members**

- 3.13 An individual is eligible to become an Additional Member of the Company if that individual:
- 3.13.1 has been invited to become an Additional Member by the Board;
  - 3.13.2 in the opinion of the Board, possesses special business acumen and/or technical skills required by the Company; and
  - 3.13.3 is also an Additional Director.
- 3.14 An Additional Member:
- 3.14.1 has the right to receive notices of, attend and participate at any general meeting; and
  - 3.14.2 has no right to vote at any general meeting.
- 3.15 The number of Additional Members of the Company must not exceed two (2).

### **Application for membership**

- 3.16 Each applicant who wishes to become a Member must do all of the following:
- 3.16.1 sign and deliver to the Company an application in the form that the Board determines (including with respect to any supporting documentation required by the Board); and
  - 3.16.2 pay the initial application fee determined in accordance with clause 4.1.
- 3.17 All Members are bound by the Constitution of the Company.

### **Admission to membership**

- 3.18 Subject to clause 3.11 in respect of an Honorary Life Member, the Board must consider an application for membership as soon as practicable after its receipt and determine, in its discretion, the admission or rejection of the applicant to membership.

- 3.19 The Board may at its discretion determine the class of membership suitable for an applicant.
- 3.20 The Board is not required to give reasons for rejecting an application or granting a particular class of membership to the applicant.
- 3.21 If an application for membership is rejected, or if the Company does not resolve to admit an individual's application to be an Honorary Life Member in accordance with clause 3.11, the Company must notify the applicant in writing and any initial application fee and the annual subscription fee must be refunded to the applicant.
- 3.22 If an applicant is accepted as a Member, the Company must notify the applicant of admission in the form of a receipt for the initial application fee (if any), or in such other form as the Board determines, and enter the applicant's details in the Register.
- 3.23 Failure by the Company to comply with any notice requirement in clauses 3.21 or 3.22 does not invalidate the decision regarding an application for membership.

### **Register of Members**

- 3.24 A register of the Members of the Company must be kept in accordance with the Corporations Act.
- 3.25 The following details must be entered in the Register in respect of each Member:
- 3.25.1 the full name of the Member;
  - 3.25.2 the address, telephone and facsimile number, if any, of the Member;
  - 3.25.3 the class of membership;
  - 3.25.4 the date of admission to and cessation of membership;
  - 3.25.5 the date of last payment of the member's annual subscription fee; and
  - 3.25.6 such other information as the Board requires.
- 3.26 Each Member must notify the Secretary in writing of any change in its name, address, and telephone number within one (1) month after the change.
- 3.27 If a Member is an organisation, it must lodge with the Secretary a copy of its own constitution, rules and by-laws and amendments thereto.

## **4 Fees**

### **Initial application fee**

- 4.1 The initial application fee payable by each applicant for Membership is such sum as the Board may prescribe from time to time in respect of each class of Members.

## **Annual subscription fee and other Fees**

- 4.2 Subject to the Corporations Act and the terms of membership of a class of Members, the Company may by resolution of the Board require the payment by Members of an annual subscription fee or any other fee of any amount, on any terms and at any times as the Board resolves, including payment by instalments.
- 4.3 The Company may by resolution of the Board revoke, postpone or extend the time for payment of any annual subscription fee or other Fee, at any time prior to the date on which payment of that amount is due.
- 4.4 Each Member must pay to the Company the amount of each Fee payable by the Member in the manner, at the time and at the place specified in the notice of the Fee.

## **Notice of Fees**

- 4.5 The Company must give reasonable notice of Fees to the Members who are required to pay the Fees before the due date for payment. The notice must specify the amount of the Fee, the time or times and place of payment and any other information as the Board resolves.
- 4.6 The non-receipt of a notice of a Fee by, or the accidental omission to give notice of a Fee to, any Member does not invalidate the Fee.

## **Unpaid Fees**

- 4.7 If an amount payable to the Company as a Fee is not paid before or on the time for payment, the person who owes the amount must pay to the Company:
- 4.7.1 interest on the unpaid part of the amount from the date payment is due to the date of payment at the rate that the Board resolves; and
  - 4.7.2 all costs and expenses that the Company incurs due to the failure to pay or the late payment.
- 4.8 Interest pursuant to clause 4.7 accrues daily and may be capitalised at any interval that the Board resolves.
- 4.9 The Company may by resolution of the Board waive payment of some or all of the interest, costs or expenses payable pursuant to clause 4.7.
- 4.10 If any Fee (or interest that has accrued pursuant to clause 4.7) payable by a Member remains unpaid for three (3) months after it becomes payable:
- 4.10.1 the Member automatically ceases to be entitled to any of the rights or privileges of membership, provided that the Board may in its discretion reinstate the Member's rights and privileges upon payment of all arrears;

- 4.10.2 the Company may give a notice of default to the Member pursuant to a resolution of the Board; and
- 4.10.3 the Member continues to remain liable for all the obligations and liabilities of membership.

## **5 Grievances, Removal and Cessation of Membership**

### **Resignation**

- 5.1 Subject to clause 5.3, a Member may resign from membership of the Company by giving written notice to the Company.
- 5.2 The resignation of a Member is deemed to take effect from the date of receipt of the notice of resignation or such later date as is provided in the notice.
- 5.3 If there is only one (1) Member and that Member gives proper notice of resignation, or if on the same day all of the Members give proper notice of resignation, the notice or notices will be ineffective and the Member or Members cannot resign until either another person is appointed as a Member or the Company is wound up.
- 5.4 If a Member resigns pursuant to clause 5.1, the Company must remove the Member's name from the Register.

### **Other cessation of membership**

- 5.5 If any Fee (or interest that has accrued pursuant to clause 4.7) payable by a Member remains unpaid for six (6) months after it becomes payable and has not paid or, if paid, the Member's rights and privileges are not reinstated, the Company by a resolution of the Board may in its discretion resolve that the Member ceases to be a Member and the Member's name must be removed from the Register.
- 5.6 A Member automatically ceases to be a Member on any Termination Event occurring in respect of the Member.
- 5.7 Subject to the other provisions of this Constitution, a person who is an Additional Member automatically ceases to be an Additional Member on the earlier of:
  - 5.7.1 the date that is three (3) years from the date on which that person became an Additional Member, but the person may be invited by the Board in accordance with clause 3.13.1 to remain an Additional Member for further terms up to a maximum of three (3) terms; or
  - 5.7.2 the date that that person ceases to be an Additional Director.
- 5.8 An individual who is an Additional Member automatically ceases to be an Additional Member if that individual become an Honorary Life Member.

- 5.9 Notwithstanding clause 5.7.1, a majority of Directors (excluding the Additional Director whose membership as an Additional Member is the subject of the resolution) may pass a resolution to allow an Additional Member to remain an Additional Member for a further term of three (3) years.

### **Removal from membership**

- 5.10 The Board may at its discretion convene a meeting of Members to consider the removal of a Member (**Defaulting Member**) from membership if the Member:
- 5.10.1 is no longer considered suitable for membership of the Company by a majority of the Directors; or
  - 5.10.2 is determined by the Board to have acted in a manner set out in clause 5.19.
- 5.11 A special resolution of Members is required to remove a Member that has been recommended by the Board for removal under clause 5.10.
- 5.12 The Company must not remove a Member pursuant to clause 5.10 unless:
- 5.12.1 at least two (2) month's written notice has been given to any Defaulting Member stating the date, time and place of the meeting of Members at which the question of the removal of that Defaulting Member is to be considered by the Members, and the nature of the alleged event(s) giving rise to the removal; and
  - 5.12.2 the Defaulting Member is given the opportunity of making oral or written representations to the Members in relation to the Defaulting Member's potential removal from membership.
- 5.13 The Board does not have to give reasons for recommending the removal of any Member from membership.

### **Effect of cessation or removal**

- 5.14 A person that ceases to be a Member:
- 5.14.1 remains liable to pay, and must immediately pay, to the Company all amounts that at date of cessation were payable by the person to the Company as a Member; and
  - 5.14.2 must pay to the Company interest at the rate the Board resolves on those amounts from the date of cessation until and including the date of payment of those amounts.
- 5.15 The Company may by resolution of the Board waive any or all of its rights pursuant to clause 5.14.



- 5.16 If a person cease to be a Member for any reason or has been removed as a Member pursuant to this Constitution, the Company must remove that Member's name from the Register.

### **Grievances and Discipline**

- 5.17 All Members will be subject to, and submit unreservedly to, the jurisdiction, procedures, penalties and appeal mechanisms of the Company whether under the Policies or under this Constitution.
- 5.18 The Board may make a policy or policies (**Policies**):
- 5.18.1 for the hearing and determination of:
    - (a) grievances by any Member who feels aggrieved by a decision or action of the Company; and
    - (b) disputes between Members relating to the conduct or administration of blind sport;
  - 5.18.2 for the discipline of Members;
  - 5.18.3 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 (**Appeals Tribunal**); and
  - 5.18.4 for the termination of Members.
- 5.19 The Board in its sole discretion may refer an allegation (which in the opinion of the Board is not vexatious, trifling or frivolous) by a complainant (including a Director or a Member) that a Member has:
- 5.19.1 breached, failed, refused or neglected to comply with a provision of this Constitution, the Policies or any other resolution or determination of the Board or any duly authorised committee;
  - 5.19.2 acted in a manner unbecoming of a Member or in a manner that has been, or is likely to be, prejudicial to any of:
    - (a) the objects set out in clause 2;
    - (b) the interests or reputation of the Company; or
    - (c) the interests or reputation of blind sport; or
  - 5.19.3 engaged in conduct that has prejudiced, or is likely to prejudice, the Company or blind sport, or engaged in conduct that has brought the Company, blind sport or itself into disrepute,

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

- 5.20 During investigatory or disciplinary proceedings under this clause, a Member who is the subject of such proceedings may not participate in blind sport, pending the determination of such proceedings (including any available appeal) unless the Directors decide continued participation is appropriate having regard to the matter at hand.
- 5.21 The Directors may include in any Policy or Policies a final right of appeal to an independent body.

## **6 Not for profit organisation**

### **No profits for Members**

- 6.1 Except as provided in clauses 6.2 and 6.3, the Company must apply the profits (if any) or other income and property of the Company solely towards the promotion of the objects of the Company set out in clause 2 and no portion of it may be paid or transferred, directly or indirectly, to any Member whether by way of dividend, bonus or otherwise.
- 6.2 Clause 6.1 does prevent the Company from paying a Member:
- 6.2.1 reimbursement for expenses properly incurred by the Member;
  - 6.2.2 reasonable and proper interest on money borrowed from any Member;
  - 6.2.3 reasonable and proper rent for premises let by any Member;
  - 6.2.4 where that payment is genuinely in line with the Company's objects; or
  - 6.2.5 for goods or services provided by the Member,
- if this is done in good faith on terms no more favourable than if the Member was not a member.

### **Remuneration**

- 6.3 No remuneration or other benefit in money or money's worth will be paid or given by the Company to any Director or Secretary except:
- 6.3.1 payment or reimbursement of out-of-pocket expenses reasonably incurred by a Director or Secretary in the performance of any duty as a director or secretary of the Company where that payment or reimbursement has been approved by the Board;
  - 6.3.2 payment for any services provided by the Director or Secretary for all usual professional or other charges for work done by that person, where

the provision of the service has prior approval of the Board and the amount payable is approved by the Board and is not more than an amount which commercially would be reasonable payment for the service; and

- 6.3.3 any salary or wage due to the Director or Secretary as an employee of the Company where the terms of employment have been approved by the Board.

## **7 General meetings**

### **Convening of meetings**

- 7.1 Any Director may convene a general meeting.
- 7.2 The Board must call and arrange to hold an annual general meeting in accordance with the Corporations Act.
- 7.3 Subject to the Corporations Act:
- 7.3.1 at least 45 days prior to the proposed date of the general meeting the Company will ensure that notification will be sent to Members requesting notices of motions (including nominations for Directors or Honorary Life Members), which must be received by the Company no less than 28 days prior to the general meeting; and
- 7.3.2 at least 21 days' notice of the time and place of the general meeting must be given, together with the following information:
- (a) where applicable, any notice of motion received from any Member or Director;
  - (b) where applicable, a list of all nominations received for positions to be elected at the relevant general meeting;
  - (c) any information required to be included in accordance with the Corporations Act; and
  - (d) other business referred by the Board.

### **Notice of general meeting**

- 7.4 Written notice of a general meeting must specify the place, the day and the hour of meeting and if the meeting is to be held in two (2) or more places, the technology that will be used to facilitate the meeting, the general nature of the business to be transacted and any other matters as are required by the Corporations Act.
- 7.5 A notice of a general meeting may be given by any form of communication permitted by the Corporations Act.

- 7.6 Notice of a general meeting of Members must be given to all Members entitled to attend the general meeting, each Director, and the auditor of the Company (if any). No other person is entitled to receive notices of general meetings of Members.
- 7.7 Subject to the Corporations Act, the accidental omission to give notice of any general meeting to, or the non-receipt of a notice by, a Member entitled to receive notice does not invalidate anything done (including the passing of a resolution) at the general meeting.

### **Cancellation and postponements of general meetings**

- 7.8 The Company may by resolution of the Board prior to a general meeting cancel or postpone a general meeting or change the place for the meeting, other than a general meeting which they are required to convene and hold under the Corporations Act.
- 7.9 A meeting may only be cancelled or postponed in accordance with clause 7.8 if notice of the cancellation or postponement is given to all persons entitled to receive notice of the meeting at least two (2) Business Days prior to the time of the meeting as specified in notice of meeting.

### **Business of general meetings**

- 7.10 Except with the approval of the Board, with the permission of the chairperson of the meeting or pursuant to the Corporations Act, no other business other than that stated the notice of meeting may be transacted at a general meeting.
- 7.11 The only business that may be transacted at a meeting of Members the holding of which is postponed in accordance with clause 7.8 is the business specified in the original notice calling the meeting.

### **Quorum at general meetings**

- 7.12 Business may not be transacted at a general meeting, except, subject to clauses 7.16 to 7.18, the election of the chairperson of the meeting unless a quorum is present at the time when the meeting proceeds to business.
- 7.13 Except as otherwise set out in this document, a quorum for meeting of Members is 50% of Voting Members and/or Additional Members present in person or by representative. Each individual present may only be counted once towards a quorum. If a Member has appointed more than one representative, only one of them may be counted towards a quorum.
- 7.14 If a quorum is not present within half an hour from the time appointed for the meeting or a longer period allowed by the chairperson of the meeting:
- 7.14.1 if the meeting was convened by or on the requisition of Members, it must be dissolved;

- 7.14.2 otherwise, it must stand adjourned to a day, time and place determined by the chairperson of the meeting or the Board.

### **Quorum at adjourned general meetings**

- 7.15 At an adjourned meeting of Members, if a quorum is not present within half an hour after the time appointed for the meeting, the Members present and entitled to vote shall be a quorum.

### **Chairperson of a meeting of Members**

- 7.16 If the Directors have elected one of their number as chairperson of the Board in accordance with clause 11.11, that person must chair each meeting of Members.
- 7.17 The Directors present at a general meeting must (by majority vote) elect one of their number to chair the meeting if either of the following applies:
- 7.17.1 the Board has not elected a Director as the chairperson of the Board in accordance with clause 11.11; or
- 7.17.2 the chairperson of the Board is not present within 15 minutes after the time appointed for the commencement of the meeting or he or she is unwilling to act.
- 7.18 The Voting Members present at a general meeting must elect one of their number to chair the meeting if there are no Directors present within 15 minutes after the time appointed for the holding of the meeting or all Directors present decline to act as the chairperson of the meeting.

### **Chairperson's powers**

- 7.19 Subject to the terms of this Constitution dealing with adjournment of meetings, the ruling of the chairperson of the meeting on all matters relating to the order of business, procedure and conduct of the general meeting is final and no motion of dissent from a ruling of the chairperson of the meeting may be accepted.
- 7.20 The chairperson of the meeting, in their discretion, may expel any Member or Director from a general meeting if the chairperson reasonably considers that the Member or Director's conduct constitutes inappropriate behaviour. Any of the following conduct may be considered inappropriate in a general meeting:
- 7.20.1 the use of offensive or abusive language which is directed to any person, object or thing;
- 7.20.2 attendance at the meeting while under the influence of any kind of drug including but not limited to any alcoholic substance; or
- 7.20.3 the use or consumption of any drug including but not limited to any alcoholic substance by a person at the meeting.

## Adjournment of meetings

- 7.21 The chairperson of the meeting may at any time during a meeting of Members adjourn the meeting or any business, motion or resolution being considered or any discussion or debate to a later time at the same meeting or to another time and to another place determined by the chairperson.
- 7.22 The only business that may be transacted at any adjourned meeting is the business left unfinished at the meeting from which the adjournment took place.
- 7.23 When a meeting is adjourned for 30 days or more, notice of the adjourned meeting must be given as in the case of an original meeting.
- 7.24 Except when a meeting is adjourned for 30 days or more, it is not necessary to give a notice of an adjournment or of the business to be transacted at an adjourned meeting.

## Attendance at meeting of Members

- 7.25 Subject to this Constitution and any rights and restrictions of a class of Members, a Member who is entitled to attend and cast a vote at a meeting of Members (**Attending Member**) may attend and vote in person or by representative, provided that:
- 7.25.1 the Member has notified the Board of the name of its proposed representative for the meeting; and
- 7.25.2 the representative nominated by the Member is not a Director, another Member or a representative of another Member.
- 7.26 The chairperson of a meeting of Members may require a person acting as a Member's representative at that meeting to establish to the chairperson's satisfaction that the person is the representative who is duly appointed to act for that Member. If the person fails to satisfy this requirement, the chairperson may exclude the person from attending or voting at the meeting.
- 7.27 Unless otherwise provided in a document or resolution appointing a person as representative, a person appointed as a Voting Member's representative has the same rights at the meeting of Members as the Voting Member would have had if that Voting Member were present at the meeting.
- 7.28 If more than one representative appointed by a Voting Member is present at a meeting of Members and the Company has not received notice of a revocation of any of the appointments:
- 7.28.1 a representative appointed to act at that particular meeting may act to the exclusion of the representative appointed pursuant to a standing appointment; and

- 7.28.2 subject to clause 7.28.1, a representative appointed pursuant to the most recent appointment may act to the exclusion of a representative appointed earlier in time.

### **Voting on show of hands**

- 7.29 At a general meeting a resolution put to the vote of the meeting must be decided on a show of hands unless a poll is demanded in accordance with this Constitution.
- 7.30 Subject to this Constitution and any rights and restrictions on a class of Members, on a show of hands at a meeting of Members, each Attending Member having the right to vote on a resolution has one vote.
- 7.31 Except where a resolution at a meeting of Members requires a special majority pursuant to the law or this Constitution, the resolution is passed if more votes are cast by Members entitled to vote in favour on the resolution than against it.
- 7.32 If a poll is not duly demanded, a declaration by the chairperson that a resolution has on a show of hands been carried or carried unanimously, or by a particular majority, or lost, and an entry to that effect in the book containing the minutes of the proceedings of the Company, is conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the resolution.

### **Demand for a poll**

- 7.33 A poll on a resolution at a meeting of Members may be demanded before a vote is taken, before the voting results on show of hands are declared, or immediately after the voting results on a show of hands are declared by:
- 7.33.1 the chairperson of that meeting; or
- 7.33.2 at least 50% of Voting Members that are entitled to vote on the resolution.
- 7.34 The demand for a poll may be withdrawn.
- 7.35 The demand for a poll does not prevent the continuance of a meeting for the transaction of business other than the question on which a poll is demanded.
- 7.36 If a poll is duly demanded, it must be taken in the manner and, except as to the election of a chairperson or on a question of adjournment, either at once or after an interval or adjournment or otherwise as the chairperson directs. The result of the poll is the resolution of the meeting at which the poll is demanded.
- 7.37 A poll demanded on the election of a chairperson or on a question of adjournment must be taken immediately.

- 7.38 Subject to this Constitution and any rights and restrictions on a class of Members, on a poll at a meeting of Members, each Attending Member having the right to vote on a resolution has one vote for each Member that the Attending Member represents.

#### **Vote of the Chairperson at general meetings**

- 7.39 The chairperson of a general meeting is not entitled to a second or casting vote.

#### **Objections to voter qualification**

- 7.40 No objection may be raised to the qualification of a voter except at the meeting or adjourned meeting at which the vote objected to is given or tendered.
- 7.41 An objection to the qualification of a voter must be referred to the chairperson, whose decision is final.
- 7.42 A vote not disallowed according to an objection as provided in this document is valid for all purposes.

#### **Mode of meeting for Members**

- 7.43 A general meeting may be called or held using any technology consented to by all the Members. The consent may be a standing one. A Member may only withdraw their consent within a reasonable period before the meeting. The Members may otherwise regulate their meetings as they think fit.

#### **Resolution in writing**

- 7.44 A resolution in writing signed by all Members entitled to vote on the resolution is to be treated as a determination of the Members passed at a meeting of the Members duly convened and held.

#### **Form of resolution in writing**

- 7.45 A resolution in writing may consist of several documents in like form, each signed by one or more Members entitled to vote on the resolution and if so signed it takes effect on the date on which the last Member entitled to vote on the resolution signs one of the documents.
- 7.46 In relation to a resolution in writing, an e-mail or other document generated by electronic means which purports to be a facsimile of a resolution of Members is to be treated as a resolution in writing and a document bearing a facsimile of a signature is to be treated as signed.



## 8 Appointment and retirement of directors

### Number of Directors

- 8.1 Until otherwise determined in accordance with this document, the total number of Directors must not be less than five (5) nor more than nine (9).
- 8.2 Subject to clause 8.1:
- 8.2.1 the number of Directors nominated by Voting Members under clause 8.9 and appointed under clause 8.10 must not exceed seven (7); and
  - 8.2.2 the number of Additional Directors appointed under clause 8.11 must not exceed two (2).
- 8.3 The Company may, by resolution, increase or reduce the number of Directors.

### Qualifications of Directors

- 8.4 At any particular time, person who:
- 8.4.1 is an employee of the Company;
  - 8.4.2 holds an official position with a Member;
  - 8.4.3 held the position of Chief Executive Officer of the Company in the previous three (3) years; or
  - 8.4.4 was a Director of the Company and clause 8.18 applies,  
  
(each a **Disqualifying Position**), may not hold office as a Director.
- 8.5 A Director who accepts a Disqualifying Position must notify the other Directors of that fact immediately and is deemed to have immediately vacated office or resigned as a Director.
- 8.6 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 of their appointment or election as a Director.
- 8.7 Subject to other provisions of this Constitution, 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 8.18.
- 8.8 The Board may determine position or role descriptions or necessary qualifications for Director positions.

## Appointment of Directors

- 8.9 Each Voting Member is entitled to nominate one (1) or more persons for appointment as an Elected Director in accordance with clause 8.10.
- 8.10 The Company may by ordinary resolution appoint a person nominated by a Voting Member in accordance with clause 8.9 as a Director (**Elected Director**).
- 8.11 The Board may appoint an Additional Member as an Additional Director.
- 8.12 Subject to clause 8.1, the Board may at any time appoint a person to be a Director:
- 8.12.1 to fill a casual vacancy in the position of Elected Director; or
  - 8.12.2 as an addition to the existing number of Directors.
- 8.13 A Director appointed in accordance with clauses 8.11 or 8.12 holds office only until the next annual general meeting after that Director's appointment.

## Retirement of Directors

- 8.14 At each annual general meeting of the Company following the first annual general meeting the following Directors must retire from office:
- 8.14.1 any Director that is required to retire from office in accordance with clause 8.13;
  - 8.14.2 one third of the other Directors for the time being, or, if their number is not three or a multiple of three, then the number nearest one third; and
  - 8.14.3 any other Director who has been in office for three (3) years or more since that Director's election or last re-election as a Director.
- 8.15 The Directors required by clause 8.14.1 to retire at an annual general meeting are those who have been longest in office since their last election. If two (2) or more persons became Directors on the same day, those to retire must be determined by lot unless they otherwise agree among themselves.
- 8.16 A Director retiring at an annual general meeting who is not disqualified by law from being reappointed is eligible for re-election at that annual general meeting and may act as a Director throughout the meeting at which that Director retires.
- 8.17 A Director may otherwise retire from office by giving notice in writing to the Company of that Director's intention to retire. A notice of resignation takes effect at the time which is the later of the time of giving the notice to the Company and the expiration of the period, if any, specified in the notice.

## **Maximum term of office for Directors**

- 8.18 Subject to other provisions of this Constitution, a person may not be a Director for more than three (3) consecutive 3-year terms (which includes part of a term filled as a casual vacancy).
- 8.19 For the purpose of clause 8.18, service:
- 8.19.1 by a person filling a casual vacancy in an Elected Director position under clause 8.12.1 for any period will be treated as a term; and
  - 8.19.2 by a person in an Additional Director position under clause 8.11 for any period will be treated as a term.
- 8.20 Notwithstanding clause 8.18, a majority of Directors (excluding the Director to whom the resolution relates), may pass a resolution to allow, a Director to be eligible for re-appointment as a Director for a further term of three (3) years.
- 8.21 If the resolution referred to in 8.20 relates to the extension of term for an Additional Director, the passing of such resolution of the Directors is subject to the Directors also passing a resolution pursuant to clause 5.9.

## **Termination of office**

- 8.22 The Company may by ordinary resolution remove a Director from office.
- 8.23 A person automatically ceases to be an Additional Director if the person ceases to be an Additional Member.
- 8.24 In addition to the circumstances in which the office of a Director becomes vacant by virtue of the Corporations Act or another provision of this document, the office of Director becomes vacant if any of the following occurs:
- 8.24.1 the Director becomes an insolvent under administration;
  - 8.24.2 the Director becomes of unsound mind or a person whose person or estate is liable to be dealt with in any way under the law relating to mental health;
  - 8.24.3 the Director is absent without the consent of the Directors from three (3) consecutive meetings of the Directors held during a continuous period of six (6) months and the Board resolves that the office of that Director be vacated;
  - 8.24.4 the Director becomes prohibited from being a Director by reason of an order made under the Corporations Act;
  - 8.24.5 the Director retires pursuant to clause 8.14 and is not re-elected; or
  - 8.24.6 resigns in accordance with clause 8.17.

## **Alternate directors**

8.25 Directors may not appoint alternate directors.

## **9 Directors' remuneration**

### **Directors' fees**

9.1 Subject to clause 6.3, the Directors are not entitled to any fees for their services as Directors.

## **10 Powers of Directors**

10.1 The Board has the power to manage the business of the Company and may exercise all those powers of the Company as are not, by law, the Corporations Act or by this document, required to be exercised by the Members in general meeting or otherwise.

### **Public Statements**

10.2 The Board may by regulation or resolution authorise a person (or persons) to make public statements on behalf of the Company.

10.3 No person may make any public statement on behalf of the Company unless authorised by the Board.

## **11 Proceedings of Directors**

### **Convening of Directors' meetings**

11.1 A Director may at any time, and a Secretary must on the requisition of a Director, convene a meeting of the Directors.

11.2 Subject to this Constitution, the Board may meet, adjourn and otherwise regulate its meetings as it sees fit.

### **Notice of Directors' meetings**

11.3 Each Director must be given reasonable notice of a meeting of Directors. Notice of a Board meeting may be given in person, or by post, telephone, fax or other electronic means.

11.4 Despite the requirement in clause 11.3, a Director may waive in writing the required period of notice for a particular meeting and it is not necessary to give a notice of a meeting of Directors to a Director who is out of Australia or who has been given leave of absence.

11.5 A person who attends a Board meeting waives any objection that person may have to a failure to give notice of the meeting.

### **Mode of meeting for Directors**

- 11.6 A Board meeting may be called or held using any technology consented to by all the Directors. The consent may be a standing one. A Director may only withdraw their consent within a reasonable period before the meeting. The Directors may otherwise regulate their meetings as they think fit.

### **Quorum at Directors' meetings**

- 11.7 At a meeting of the Board, the number of Directors whose presence is necessary to constitute a quorum is 50% of the number of Directors.
- 11.8 If the number of Directors is reduced below the number necessary for a quorum of Directors, the continuing Director or Directors may act only in emergencies, to appoint additional Directors to the number necessary for a quorum or to convene a general meeting of the Company.

### **Voting at Directors' meetings**

- 11.9 Questions arising at a meeting of Directors must be decided by a majority of votes of Directors present and voting. A decision of the majority is for all purposes a decision of the Directors.
- 11.10 Subject to the Corporations Act and other provisions of this Constitution (including clause 11.17), each Director present has one vote on a matter arising at a Board meeting.

### **Appointment of chairperson of Directors**

- 11.11 The Board may elect a Director to act as chairperson of the Board for any period that it resolves, or if no period is specified, until that person ceases to be a Director. The Board may remove the chairperson of the Board at any time.
- 11.12 The chairperson of the Board must chair each Board meeting.
- 11.13 If at a Board meeting:
- 11.13.1 a chairperson has not been elected pursuant to clause 11.11; or
  - 11.13.2 the chairperson is not present within 10 minutes after the time appointed for holding the meeting or is unwilling to act,
- the Directors present may choose one of their numbers to chair the meeting.
- 11.14 A person does not cease to be a chairperson of the Board if that person retires as a Director at a meeting of Members and is re-elected as a Director at that meeting (or any adjournment of that meeting).

### **Chairperson's vote at Directors meetings**

11.15 The chairperson does not have a casting vote at meetings of Directors.

### **Participation where Directors interested**

11.16 A Director may be present and may vote on a matter before the Board if and to the extent that they are permitted to do so under the Corporations Act.

11.17 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 matter unless otherwise determined by the Directors.

11.18 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.

11.19 If there are not enough Directors to form a quorum as a result of a Director having an interest which disqualifies them from voting then one or more of the Directors (including those who have the disqualifying interest in the matter) may call a general meeting of the Company and the general meeting may pass a resolution to deal with the matter.

11.20 The Company shall maintain a register of declared interests.

### **Board delegation of powers**

11.21 The Board may delegate any of their powers to committees consisting of Directors or to any other person (including an employee or Director) as they think fit to act in Australia or elsewhere. A delegation of those powers may be made for any period and on any terms (including the power to further delegate) as the Board resolves. The Board may revoke or vary any power so delegated.

11.22 A committee or delegate must exercise the powers delegated in accordance with any directions of the Board.

11.23 The exercise of a power by a committee in accordance with this document is to be treated as the exercise of that power by the Directors.

### **Proceedings of committees**

11.24 Except as provided in a direction of the Board, the meetings and proceedings of a committee formed by the Directors must be governed by the provisions of this document, in so far as they are applicable, as if meetings and proceedings of the committee are meetings and proceedings of the Directors.

## **Validity of acts of Directors**

- 11.25 All acts done by a meeting of the Directors or of a committee of Directors or by a person acting as a Director are valid even if it is later discovered that there is a defect in the appointment of a person to be a Director or a member of the committee or that they or any of them were disqualified or were not entitled to vote.

## **Minutes**

- 11.26 The Board must cause minutes of all proceedings of general meetings, of meetings of the Directors and of committees formed by the Directors to be entered, within one month after the relevant meeting is held, in books kept for the purpose.
- 11.27 The Directors must cause all minutes, except resolutions in writing treated as determinations of the Directors, to be signed by the chairperson of the meeting at which the proceedings took place or by the chairperson of the next succeeding meeting.

## **Board resolution in writing**

- 11.28 A resolution in writing that has been given to all Directors and signed by all of Directors entitled to vote on the resolution is to be treated as a determination of the Directors passed at a meeting of the Board duly convened and held.
- 11.29 For the purposes of clause 11.28, the reference to Directors excludes Directors who have been given leave of absence.

## **Form of Board resolution in writing**

- 11.30 A resolution in writing may consist of several documents in like form, each signed by one or more Directors and if so signed it takes effect on the date on which the last Director signs one of the documents.
- 11.31 In relation to a resolution in writing, an e-mail or other document generated by electronic means which purports to be a facsimile of a resolution of Directors is to be treated as a resolution in writing and a document bearing a facsimile of a signature is to be treated as signed.

# **12 Chief Executive Officer**

## **Appointment of CEO**

- 12.1 The Board may appoint a CEO.

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

- 12.2 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 Board.

- 12.3 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 Board.

### **Suspension and removal of CEO**

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

### **Delegation by Directors to CEO**

- 12.5 The Board may delegate to the CEO the power (subject to such conditions on the power as are decided by the Board) 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:

- 12.5.1 develop business plans, budgets, strategies, policies, processes and codes of conduct for consideration by the Board and to implement them to the extent approved by the Board;
- 12.5.2 manage the financial and other reporting mechanisms of the Company;
- 12.5.3 approve and incur expenditure subject to specified expenditure limits;
- 12.5.4 sub-delegate his or her powers and responsibilities to employees or internal management committees of the Company; and
- 12.5.5 any other powers and responsibilities which the Board considers appropriate to delegate to the CEO.

### **CEO to attend meetings**

- 12.6 The CEO is entitled, subject to a determination otherwise by the Board, to attend all meetings of the Company, all meetings of the Board and any committees and may speak on any matter, but does not have a vote.

## **13 Secretary**

- 13.1 The Board must appoint one (1) or more Secretaries and may at any time vary or terminate the appointment or appointments with or without cause. Subject to other provisions of this Constitution, the Board may determine the terms and conditions of appointment of a Secretary, including remuneration. Any one of the Secretaries may carry out any act or deed required by this document, the Corporations Act or by any other statute to be carried out by the Secretary of the Company.

## **14 Committees**

- 14.1 The Board must appoint a Nominations Committee and an Audit and Risk Committee.



## **Nominations Committee**

- 14.2 The Board is to appoint a Nominations Committee consisting of at least three (3) people.
- 14.3 The Nominations Committee may be a combination of Board members and external appointments.
  - 14.3.1 External appointments must be independent and have significant business and governance expertise as determined by the Board.

## **Audit and Risk Committee**

- 14.4 The Board is to appoint an Audit and Risk Committee consisting of at least three (3) people.
- 14.5 The Audit and Risk Committee may be a combination of Board members and external appointments:
  - 14.5.1 all of whom must have significant business and financial literacy expertise as determined by the Board; and
  - 14.5.2 at least one of whom must be an external appointment.
- 14.6 Each external appointment must be independent and at least one external appointment must be either a Certified Public Accountant (CPA) or a Chartered Accountant (CA).

## **15 Indemnity and insurance**

### **Indemnity**

- 15.1 Every officer and past officer of the Company may be indemnified by the Company, to the fullest extent permitted by law, against a liability incurred by that person as an officer of the Company or a subsidiary of the Company, including without limitation legal costs and expenses incurred in defending an action.

### **Insurance premiums**

- 15.2 The Company may pay the premium on a contract insuring a person who is or has been an officer of the Company to the fullest extent permitted by law.

## **16 Seals and execution of documents**

### **Custody of Seal**

- 16.1 If the Company has one, the Board must provide for the safe custody of the Seal.

## Execution of documents

- 16.2 The Company may execute a document by affixing the Seal to the document where the fixing of the Seal is witnessed by any of the following:
- 16.2.1 two (2) Directors;
  - 16.2.2 a Director and a Secretary; or
  - 16.2.3 a Director and some other person appointed by the Directors for the purpose.
- 16.3 The Company may execute a document without the use of a seal if the document is signed by either of the following:
- 16.3.1 two (2) Directors; or
  - 16.3.2 a Director and a Secretary.

## Official seals

- 16.4 The Company may have for use in place of the Seal outside the jurisdiction where the Seal is kept one or more official seals, to be used in accordance with procedures approved by the Directors.

## 17 Revocation of deductible gift recipient status

- 17.1 If the Company has obtained endorsement as a deductible gift recipient under the ITAA 97 and that endorsement is subsequently revoked by the Commissioner of Taxation, as soon as reasonably possible following the revocation of such endorsement, surplus amounts of:
- 17.1.1 Gifts;
  - 17.1.2 contributions made to the Company in relation to an eligible fundraising event held for the purposes; and
  - 17.1.3 money received by the Company because of such Gifts or contributions, must be given or transferred to one (1) or more bodies corporate, associations or institutions (whether or not a Member or Members) selected by resolution of the Board:
  - 17.1.4 which have purposes which are charitable at law; and
  - 17.1.5 gifts to which are allowable deductions pursuant to the ITAA 97.

## 18 Winding up

- 18.1 The Company may be wound up voluntarily by special resolution.
- 18.2 On a winding up of the Company, any surplus assets of the Company remaining after the payment of its debts must not be paid to or distributed among the Members, but must be given or transferred to:
- 18.2.1 one (1) or more bodies corporate, associations or institutions (whether or not a Member or Members) selected by the Members by resolution at or before the winding up of the Company:
- (a) having purposes which are charitable at law and are similar to the purposes of the Company;
  - (b) gifts to which are allowable deductions pursuant to the ITAA 97; and
  - (c) whose constitution prohibits the distribution of its or their income or property to no lesser extent than that imposed on the Company; or
- 18.2.2 if there are no bodies corporate, associations or institutions which meet the requirements of clause 18.2.1, to one (1) or more bodies corporate, associations or institutions (whether or not a Member or Members) selected by the Members by resolution at or before winding up of the Company:
- (a) having purposes which are charitable at law; and
  - (b) gifts to which are allowable deductions pursuant to the ITAA 97.
- 18.2.3 if the Members do not make a selection pursuant to clauses 18.2.1 or 18.2.2 for any reason, to one (1) or more bodies corporate, association or institution meeting the requirements of either clauses 18.2.1 or 18.2.2 selected by the Board, subject to Board obtaining court approval to exercise this power.

## 19 Accounts, audit and records

### Accounts

- 19.1 The Board must cause proper accounting and other records to be kept in accordance with the Corporations Act. The Board must distribute copies of every profit and loss account and balance sheet (including every document required by law to be attached thereto) as required by the Corporations Act.

## **Audit**

- 19.2 A registered company auditor must be appointed if required under any applicable law. The remuneration of the auditor must be fixed and the auditor's duties regulated in accordance with the Corporations Act.

## **Rights of Inspection**

- 19.3 Subject to the Corporations Act, the Board may determine whether and to what extent, and at what times and places and under what conditions, the accounting records and other documents of the Company or any of them are open to the inspection of Members other than Directors, and a Member other than a Director does not have the right to inspect any document of the Company except as provided by law or authorised by the Directors or by the Company in general meeting.

## **20 Notices**

### **Persons authorised to give notices**

- 20.1 A notice by either the Company or a Member in connection with this document may be given on behalf of the Company or Member by a solicitor, director or company secretary of the Company or Member.
- 20.2 The signature of a person on a notice given by the Company may be written, printed or stamped.

### **Method of giving notices**

- 20.3 In addition to the method for giving notices permitted by statute, a notice by the Company or a Member in connection with this document may be given to the addressee by any of the following means:
- 20.3.1 by delivering it to a street address of the addressee;
  - 20.3.2 by sending it by prepaid ordinary post (airmail if outside Australia) to a street or postal address of the addressee; or
  - 20.3.3 by sending it by facsimile or e-mail to the facsimile number or e-mail address of the addressee.

### **Addresses for giving notices to Members**

- 20.4 The street address or postal address of a Member is the street or postal address of the Member shown in the Register.
- 20.5 The facsimile number or e-mail address of a Member is the number which the Member may specify by written notice to the Company as the facsimile number or e-mail address to which notices may be sent to the Member.

### **Address for giving notices to the Company**

- 20.6 The street and postal address of the Company is the Office.
- 20.7 The facsimile number or e-mail address of the Company is the number which the Company may specify by written notice to the Members as the facsimile number or e-mail address to which notices may be sent to the Company.

### **Time notice of meeting is given**

- 20.8 A notice of meeting given in accordance with this document is to be taken as given, served and received at the following times:
- 20.8.1 if delivered in writing to the street address of the addressee, at the time of delivery;
  - 20.8.2 if it is sent by post to the street or postal address of the addressee, on the 2nd Business Day after posting; or
  - 20.8.3 if sent by facsimile or e-mail to the facsimile number or e-mail address of the addressee, at the time transmission is completed.

### **Time other notices are given**

- 20.9 A notice given in accordance with this document is to be taken as given, served and received at the following times:
- 20.9.1 if delivered in writing to the street address of the addressee, at the time of delivery;
  - 20.9.2 if it is sent by post to the street or postal address of the addressee, on the 2nd (5th if outside Australia) Business Day after posting; or
  - 20.9.3 if sent by facsimile or e-mail to the facsimile number or e-mail address of the addressee, at the time transmission is completed.

### **Proof of giving notices**

- 20.10 The sending of a notice by facsimile or e-mail and the time of completion of transmission may be proved conclusively by production of the relevant one of the following:
- 20.10.1 a transmission report by the facsimile machine from which the notice was transmitted which indicates that a facsimile of the notice was sent in its entirety to the facsimile number of the addressee; or
  - 20.10.2 a print out of the e-mail from the recipient's server or account.

## 21 Definitions and Interpretation

### Definitions

21.1 In this document the following definitions apply:

**Additional Director** means a person who is appointed by the Board to fill a casual vacancy pursuant to clause 8.11.

**Additional Member** means a person meeting the criteria in clause 3.13 admitted to the Company as member under clause 3.

**Appeals Tribunal** has the meaning given in clause 5.18.3.

**Board** means the board of Directors of the Company from time to time.

**Business Day** means a day except a Saturday, Sunday or public holiday in the state or territory in which the Company is taken to be registered for the purposes of the Corporations Act.

**CEO** means Chief Executive Officer of the Company.

**Company** means Blind Sports Australia A.C.N. 008 621 252.

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

**Director** means a person appointed to perform the duties of a director of the Company.

**Elected Director** has the meaning given in clause 8.10.

**Fee** means any initial application fee, annual subscription fee or other fee referred to in clause 4.

**Gifts** means all gifts of money or property of any description made to the Company for the objects.

**Honorary Member** means a person meeting the criteria in clause 3.6 admitted to the Company as member under clause 3.

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

**Member** means person whose name is entered in the Register as a member of the Company, and for the avoidance of doubt includes all classes of members.

**Office** means the registered office of the Company.

**Register** means the register of Members kept by the Company under the Corporations Act.

**Seal** means, if the Company has one, the common seal of the Company.

**Secretary** means a person appointed as, or to perform the duties of, secretary of the Company.

**Termination Event** means:

- (a) in respect of a Member that is an individual:
  - (i) the death or bankruptcy of that Member; or
  - (ii) that Member becoming of unsound mind or becoming a person whose property is liable to be dealt with under a law about mental health;
- (b) in respect of a Member that is a Voting Member:
  - (i) the Member organisation ceases to exist;
  - (ii) the Member ceasing to control or administer its particular sport(s) or branch(es) of sport or ceasing to cater for Blind athletes;
  - (iii) the Member ceasing to be the Australian, national, State or Territory member or affiliate of the corresponding international organisation of sports for Blind athletes; or
  - (iv) the Member otherwise ceasing to meet the requirements for eligibility for membership under clause 3.4; or
- (c) in respect of a Member that is an Additional Member, that Member ceasing to be an Additional Director.

**Voting Member** means a person meeting the criteria in clause 3.4 admitted to the Company as member under clause 3.

## Interpretation

21.2 In this document, unless the context otherwise requires:

- 21.2.1 a reference to any law or legislation or legislative provision includes any statutory modification, amendment or re-enactment, and any subordinate legislation or regulations issued under that legislation or legislative provision, in either case whether before, on or after the date of this document;
- 21.2.2 a reference to any agreement or document is to that agreement or document as amended, novated, supplemented or replaced from time to time;

- 21.2.3 a reference to a clause, part, schedule or attachment is a reference to a clause, part, schedule or attachment of or to this document;
- 21.2.4 where a word or phrase is given a defined meaning another part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning;
- 21.2.5 a word which denotes the singular denotes the plural, a word which denotes the plural denotes the singular, and a reference to any gender denotes the other genders;
- 21.2.6 an expression importing a natural person includes any company, trust, partnership, joint venture, association, body corporate or public authority;
- 21.2.7 a reference to dollars or \$ means Australian dollars;
- 21.2.8 references to the word 'include' or 'including' are to be construed without limitation;
- 21.2.9 a reference to a time of day means that time of day in the state or territory in which the Company is taken to be registered for the purposes of the Corporations Act;
- 21.2.10 a reference to a person means includes an individual, the estate of an individual, a corporation, a body corporate, or an incorporated or unincorporated association;
- 21.2.11 where a period of time is specified and dates from a given day or the day of an act or event it must be calculated exclusive of that day;
- 21.2.12 a term of this document which has the effect of requiring anything to be done on or by a date which is not a Business Day must be interpreted as if it required it to be done on or by the next Business Day;
- 21.2.13 the term sport also means physical recreation; and
- 21.2.14 the term Blind means vision impaired or eligible persons with low vision.

### **References to the document**

- 21.3 A reference to this document, where amended, means this document as so amended.

### **Application of the Corporations Act**

- 21.4 Each of the provisions of the Corporations Act which would but for this clause apply to the Company as a replaceable rule within the meaning of the Corporations Act are displaced and do not apply to the Company.



- 21.5 The Corporations Act applies in relation to this document as if it was an instrument made under the Corporations Act as in force on the day when this document became the constitution of the Company, after taking into account any waiver, modification or exemption which is in force either generally or in relation to the Company.

### **Exercise of powers**

- 21.6 Except as specifically contemplated to the contrary in this document, the Company may, in any manner permitted by the Corporations Act exercise any power take any action or engage in any conduct or procedure which under the Corporations Act a company limited by guarantee may exercise, take or engage in if authorised by its document.

### **Enforcement**

- 21.7 Each Member submits to the non-exclusive jurisdiction of the courts of the Australian Capital Territory, the Federal Court of Australia and the courts competent to determine appeals from those courts with respect to any proceedings that may be brought at any time relating to this Constitution.
- 21.8 If at any time any provision of this Constitution is or becomes illegal, invalid or unenforceable in any respect pursuant to the law of any jurisdiction, then that does not affect or impair:
- 21.8.1 the legality, validity or enforceability in that jurisdiction of any other provision of this Constitution; or
  - 21.8.2 the legality, validity or enforceability pursuant to the law of any other jurisdiction of that or any other provision of this Constitution.