

**CORPORATIONS ACT**

**COMPANY LIMITED BY GUARANTEE**

**CONSTITUTION**

of

**THE ALLIANCE OF GIRLS' SCHOOLS (AUSTRALASIA) LIMITED**

**ADOPTED BY Special Resolution at Annual General Meeting MAY 2019**

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## Definitions and Interpretations

In this Constitution:

“**ACNCA**” means the Australian Charities and Not-for-profits Commission Act 2012 and any legislation altering or amending the Australian Charities Not-for-profits Commission Act 2012

“**Advisory Committee**” means a committee of the Board appointed pursuant Clause 21.1 of this Constitution

“**Alliance**” means The Alliance of Girls' Schools (Australasia) Limited

“**Annual Meeting**” means the annual general meeting of the Alliance

“**Auditor**” means:

- (a) a person registered as company auditor pursuant to Part 9.2 of the Corporations Act;
- (b) a company registered as an authorised audit company pursuant to Part 9.2A of the Corporations Act; or
- (c) a ‘reviewer’ as defined in Section 300-5 of the ACNCA

“**Board**” and “**Board of Directors**” means the governing body of the Alliance as elected pursuant to Clause 17.1 and/or appointed pursuant to Clause 17.2

“**Chair**” means the person from time to time elected by the Board to preside over meetings of the Board

“**Committee**” means any committee appointed by the Board pursuant to this Constitution

“**Constitution**” means this Constitution as altered or added to from time to time

“**Corporations Act**” means the Corporations Act 2001 and any legislation altering or amending the Corporations Act

“**Director**” means a member for the time being of the Board of Directors duly elected or appointed pursuant to this Constitution

“**Extraordinary Meeting**” means any general meeting of the Alliance excluding the Annual Meeting

“**Girls’ School**” means a school which provides an education to female students as follows:

- (a) the education must be for a minimum of three consecutive years (“**School Years**”);
- (b) the School Years must be provided at any time between the school’s preparation year and year 12; and
- (c) the School Years must be provided on a campus only for female students

“**Member**” means a member of the Alliance in accordance with the provisions of this Constitution including ordinary, associate and honorary members

“**Meeting**” means either an Annual Meeting or an Extraordinary Meeting

“**Month**” means calendar month

“**Office**” means the registered office of the Alliance

“**Officer**” has the meaning ascribed in the Corporations Act

**“Patron”** means a person of impeccable standing in the community who shares and supports the aspirations, aims and objects of the Alliance.

**“Register”** means the register of Members to be kept in accordance with the Corporations Act

**“Registered Address”** means the address of a Member as shown in the Register of Members of the Alliance

**“Representative”** means the Principal for the time being of the Member

**“Special Resolution”** has the same meaning in this Constitution as in the Corporations Act and means a resolution passed at a meeting of Members of which at least twenty-one (21) days written notice (subject to Section 253(4) of the Corporations Act) specifying the intention to propose the resolution as a specified resolution has been duly given and which is passed at such a meeting by a majority of at least three quarters of the Members as being entitled to do so vote in person or by proxy at that meeting

**“The seal”** means the common seal of the Alliance

**“Secretary”** means any person appointed to perform the duties of a secretary of the Alliance and includes an honorary secretary

Expressions referring to writing shall unless the contrary intention appears, be construed as including references to printing, lithography, photography and other modes of representing or reproducing words in a visible form, including in electronic form

Headings to clauses are for conveniences only and shall not affect the interpretation of the Constitution.

## CONSTITUTION

of

## THE ALLIANCE OF GIRLS' SCHOOLS (AUSTRALASIA) LIMITED

### 1 Name

The name of the company is The Alliance of Girls' Schools (Australasia) Limited ("**the Alliance**") being an alliance of Girls' Schools.

### 2 Aims and Objects of the Alliance

The aims and objects of the Alliance are:

- 2.1 To provide leadership in girls' education to ensure the best opportunities and outcomes for girls in Girls' Schools
- 2.2 To promote the education of girls in Girls' Schools through creating public awareness of the philosophy and practice of Girls' Schools
- 2.3 To act as a voice and advocate for girls' education
- 2.4 To connect the educators of girls in Girls' Schools
- 2.5 To support aspiring leaders in Girls' Schools
- 2.6 To conduct, publish and/or disseminate research that supports the mission and vision of the Alliance

### 3 Application of Income

- 3.1 The income and property of the Alliance shall be applied solely towards the promotion of the objects of the Alliance as set forth in this Constitution. None of the income or property of the Alliance shall be paid or transferred, directly or indirectly, to the Members of the Alliance except as set out in this Clause 3 of this Constitution.
- 3.2 No member of the Board or of a Committee or a Member or any officer employee or principal of any Member shall be appointed to any salaried office of the Alliance or any office of the Alliance paid by fees and no remuneration or other benefit in money or money's worth shall be paid or given by the Alliance to any member of the Board or Committee except:
  - 3.2.2 reimbursement of out of pocket expenses;



- 3.2.3 interest at the rate previously agreed between the Alliance and the Member on money lent;  
or
  - 3.2.3 reasonable and proper rent for premises leased by the Alliance from a Member.
- 3.3 The payment in good faith of remuneration to any Officers or servants of the Alliance as follows:
- 3.3.1 out-of-pocket expenses incurred by a Director in the performance of any duty as a Director where the amount payable does not exceed an amount previously approved by the Board;
  - 3.3.2 to a Director for any service rendered to the Alliance by the Director in a professional or technical capacity, other than in their capacity as Director, where the provision of the service has the prior approval of the Board and where the amount payable is approved by the Board and is not more than an amount which commercially would be reasonable payment for the service;
  - 3.3.3 any salary or wage due to a Director as an employee of the Alliance where the terms of employment have been approved by the Board, is not a breach of this Clause 3.

## **4 Alteration of Constitution**

No addition, alteration or amendment shall be made to or in the Constitution, unless it has been approved by a Special Resolution of the Members.

## **5 Liability of Members**

- 5.1 The liability of each Member is limited.
- 5.2 Every Member of the Alliance undertakes to contribute an amount not exceeding twenty dollars (\$20.00) to the property of the Alliance in the event of the Alliance being wound up while they are a Member, or within one (1) year after they cease to be a Member, for payment of the debts and liabilities of the Alliance (contracted before they ceased to be a Member) and of costs, charges and expenses of winding up and for the adjustments of the rights of the contributories among themselves.

## **6 Distribution of Property on Dissolution**

In the event of the Alliance being dissolved, the amount that remains after such dissolution and the satisfaction of all debts and liabilities shall be transferred to any organisation with similar purposes and which has rules prohibiting the distribution of its assets and income to its members.

## **7 Accounts**

True accounts shall be kept of all sums of money received and expended by the Alliance, and the manner in which such receipt and expenditure takes place, and of the property, credits and liabilities of the Alliance; Subject to any reasonable restrictions as to the time and manner of inspecting them that may be imposed in

accordance with the Constitution, the accounts shall be open to the inspection of the Members. Once at least in every year, the accounts of the Alliance shall be examined by one or more Auditors who shall report to the Members in accordance with the provisions of the ACNCA.

## **8 Purposes**

The Alliance is established for the achievement of the aims and objects set out in the Constitution.

## **9 Membership**

### **9.1 Admission to Membership**

Membership shall be open to persons and Girls' Schools who have demonstrated a commitment to the objects of the Alliance.

### **9.2 Form of Application**

Applications for membership shall be made in such form as the Board shall from time to time prescribe or in any particular case accept. The Board may also prescribe a fee for membership.

### **9.3 Consideration by Board**

An application for membership of the Alliance, shall be considered as soon as practicable after receipt by the Board which may, in its absolute discretion, determine whether or not the applicant shall be accepted as a Member. In no case shall the Board be required to give any reason for failure or refusal to admit an applicant as a Member.

### **9.4 Registration**

When an applicant has been accepted for membership the Secretary shall enter the name of the successful applicant in the Register without delay and send written notice of their acceptance to the applicant.

### **9.5 Subscription**

The Board may from time to time determine that Members shall pay a subscription and shall determine the amount of any such subscription. The first subscription may be made payable at any time and any subsequent subscription shall be payable at such time as the Board may determine.

## **10 Categories of Members**

### **10.1 Categories of Members**

Members shall be admitted to membership in one of the following categories:

Members

Associate Members

Honorary Members

#### **10.2 Members**

Membership shall be available subject to this Constitution to any Girls' School located in Australia or New Zealand on application to the Board and subject to acceptance of that application by the Board.

#### **10.3 Associate Members**

Associate membership is available subject to this Constitution to any Girls' Schools located outside Australia and New Zealand on application to the Board and subject to acceptance of that application by the Board. Associate Members shall have all the privileges of membership except voting and eligibility of its Representative for membership of the Board.

**10.4** For the purpose of Clauses 10.2 and 10.3 and in the absence of any contrary notification to the Board the principal from time to time of the school which pays the annual subscription for membership shall be the Representative of such school in the Alliance.

#### **10.5 Honorary Members**

Any person may on invitation by the Board be admitted as an Honorary Member of the Alliance with or without payment of a fee to be determined by the Board. Honorary Members shall have all the privileges of membership except voting.

## **11 Failure to Pay Membership Fee**

Membership of a Member who neglects to pay any amounts due, for subscriptions or otherwise, for a period of three (3) consecutive months may be cancelled on the resolution of the Board, but if the Member applies for re-admission at any time within nine (9) months of any such cancellation the Board may re-admit them to membership on such terms and conditions as the Board determines.

## **12 Membership Guarantee**

Any Member may at any time by giving notice in writing to the Secretary resign their membership of the Alliance but shall be liable for all moneys due by them to the Alliance and in addition for any sum not exceeding twenty dollars (\$20.00) for which the Member is liable as a Member of the Alliance under Clause 5.2.

## **13 Members' Claim to Property of the Alliance**

A Member who for any cause ceases to be a Member of the Alliance shall not have any claim monetary or otherwise upon the Alliance, its funds or property, except as a creditor.

## **14 Cancellation or Non-renewal of Membership**

#### **14.1 Right to Cancel**

If any Member refuses or neglects to comply with the provisions of the Constitution of the Alliance or is guilty of any conduct which in the opinion of the Board is unbecoming of a Member or prejudicial to the interests of the Alliance, the Board shall have power by resolution to cancel the Membership of that Member, subject to Clause 14.2.

#### **14.2 Procedure to Cancel**

At least one (1) week before the meeting of the Board, at which a resolution pursuant to Clause 14.1 is to be considered, the Member shall be given notice of such meeting and of what is alleged against the Member and of the intended resolution. The Member shall have an opportunity of giving in writing to the Board for their decision an explanation or defence. Any written explanation or defence is to be delivered to the Board at least forty-eight (48) hours prior to the meeting taking place and the Board may make a decision at the meeting or an adjourned meeting and notify the Member as soon as reasonably possible after the meeting and upon making the resolution.

#### **14.3 Non-renewal of membership**

If a Member becomes a co-educational school and is no longer a Girls' School, the Member's membership will not be eligible for renewal.

#### **14.4 Procedure for Non-renewal of membership**

At least one (1) week before the meeting of the Board, at which a resolution pursuant to Clause 14.3 is to be considered, the Member shall be given notice of such meeting and the intended consequences. The Member shall have an opportunity of giving in writing a confirmation of the status of the school before the Board makes their decision. A written explanation is to be delivered to the Board at least forty-eight (48) hours prior to the meeting taking place and the Board will make a decision at the meeting and notify the Member as soon as reasonably possible after the meeting.

## **15 Meetings**

### **15.1 Type of Meeting**

An Annual Meeting of the Alliance shall be held in accordance with the provisions of the Corporations Act and by the methods explained below. All meetings, other than the Annual Meetings shall be called Extraordinary Meetings.

The Annual Meeting shall be held for the following purposes:

- (a) To receive from the Board a report, balance sheet and statement of accounts for the preceding financial year.
- (b) To declare the result of the ballot for Officers.
- (c) To consider any other business of which notice shall have been given to the Secretary one calendar month at least before the meeting is held.
- (d) To deal with any matters required by the Corporations Act to be dealt with at an Annual General Meeting.

### **15.2 Method of Meeting**

A Meeting can take place by face to face means, by teleconference, by online conferencing, or by other electronic means, not necessarily with all the participants being present at the same time and place.

### **15.3 Convening of Meetings**

Any member of the Board may at any time convene an Extraordinary Meeting.

### **15.4 Convening of Meeting by Members**

Ten (10) Members of the Alliance eligible to vote at Meetings may at any time by notice in writing to the Secretary requisition an Extraordinary Meeting.

### **15.5 Period of Notice**

Subject to the provisions of the Corporations Act in relation to Special Resolutions and agreements for shorter notice, at least fourteen (14) days' notice of a Meeting (exclusive of the day on which the notice is served or deemed to be served, and exclusive of the day for which the notice is given) specifying the place the day and the hours of meeting and in case of special business the general nature of that business shall be given to all Members.

### **15.6 Failure to Receive Notice**

Subject to the provisions of the Corporations Act, the non-receipt of a notice by or the accidental omission to give a notice of any Meeting to any of the Members shall not invalidate any resolution passed at any such meeting.

### **15.7 Notices of Meetings**

Notice of every Meeting shall be given in any manner previously authorised by resolution of the Members to every Member and the Auditor. No other person shall be entitled to receive notices of Meetings.

## **16 Proceedings at Meetings**

### **16.1 Business at Meetings**

For the purpose of this Constitution all business that is transacted at an Extraordinary Meeting shall be special, and also all business that is transacted at an Annual Meeting with the exception of the consideration of the accounts, balance sheets and the report of the Board and Auditors, the election of officers and other members of the Board in the place of those retiring, and the appointment of the Auditors, shall be special.

### **16.2 Quorum**

No business shall be transacted at any Meeting unless a quorum of Members is present at the time when the Meeting proceeds to business. Five (5) Members entitled to vote present either by representative or by proxy shall be a quorum, **EXCEPT THAT** at any Meeting at which a resolution is submitted to amend the Constitution, the quorum shall be ten (10) Members present entitled to vote either in person or by representative or by proxy or by submitting a vote electronically.

### **16.3 Procedure if Quorum not present**

If within half an hour from the time appointed for the meeting a quorum is not present, the meeting, if convened upon the requisition of Members, shall be dissolved; in any other case it shall stand adjourned to

such other day and at such other time and places as the Board may determine. If at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting, the Members present (being not fewer than five (5)) shall be a quorum **PROVIDED THAT** if fewer than five (5) Members are present the meeting shall be dissolved. When a Meeting is adjourned for thirty (30) days or more, notice of the adjourned Meeting shall be given as in the case of an original Meeting. Otherwise it shall not be necessary to give any notice of an adjournment or the business to be transacted at an adjourned Meeting.

#### **16.4 Chair of Meetings**

The President or in the absence of the President, the Vice President, shall preside as Chair at every Meeting of the Alliance. If the President or Vice President is not present within ten minutes after the time appointed for the holding of the Meeting or is unwilling to act, the Members present shall elect one of their number to be Chair of the Meeting.

#### **16.5 Adjournment by Chair**

The Chair present may (and shall if so directed by the meeting), adjourn the Meeting from time to time and from place to place, but no business shall be transacted at any adjourned Meeting other than the business left unfinished at the Meeting from which the adjournment took place. When a Meeting is adjourned for thirty (30) days or more, notice of the adjourned Meeting shall be given as in the case of an original Meeting. Otherwise it shall not be necessary to give any notice of an adjournment or the business to be transacted at an adjourned Meeting.

#### **16.6 Resolutions**

At any face to face Meeting a resolution put to the vote of the Meeting shall be decided on a show of hands unless a poll is (before or on the declaration of the result of the show of hands) demanded by the Chair or by at least five (5) Members; otherwise the resolution shall be decided on votes received electronically.

#### **16.7 Evidence of Resolution**

Unless a poll is demanded, a declaration by the Chair of the result of the voting and an entry to that effect in the minutes of the proceedings of the Alliance shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the resolution. The demand for a poll may be withdrawn.

#### **16.8 Resolution to Amend Constitution**

Any resolution to amend the Constitution shall require a Special Resolution of the Members.

#### **16.9 Polls at Meetings**

If a poll is demanded it shall be taken in such manner and either at once or after an interval or adjournment or otherwise as the Chair directs, and the result of the poll shall be the resolution of the meeting at which the poll was demanded; however a poll demanded on the election of the Chair or on a question of adjournment shall be taken immediately.

#### **16.10 Casting Vote by Chair**

In the case of an equality of votes, whether on a show of hands or on a poll, the Chair of the meeting at which the show of hands takes place or at which the poll is demanded shall be entitled to a second or casting vote.

#### **16.11 Voting in Person or by Proxy or Representative**

A Member may vote in person or by a representative or by proxy and on a show of hands every person present who is a representative or proxy of a Member shall have one (1) vote and on a poll every Member present in person by representative or by proxy or other duly authorised representative of a Member shall have the votes of that Member.

#### **16.12 Entitlement to Vote**

No Member shall be entitled to vote at any meeting if their annual subscription (if any) as levied shall be more than one (1) month in arrears at the date of the meeting.

#### **16.13 Instrument of Proxy**

- (a) The instrument appointing a proxy shall be in writing. The instrument appointing a proxy shall be deemed to confer authority to demand or join in demanding a poll. A Member shall be entitled to instruct his or her proxy to vote in favour of or against or to abstain from any such vote on any proposed resolutions. Unless otherwise instructed the proxy may vote as the proxy thinks fit.
- (b) The proxy shall be valid only for the meeting described in the instrument or any adjournment of such meeting.

#### **16.14 Form of Proxy**

The instrument appointing a proxy may be in the following form or in a common or usual form.

“I, \_\_\_\_\_ Principal of

School being a Member of The Alliance of Girls' Schools (Australasia) Limited and being entitled to vote, appoint \_\_\_ of \_\_\_ or failing him/her \_\_\_ of \_\_\_ as my proxy to vote for me on my behalf at the Annual or Extraordinary (as the case may be) Meeting of The Alliance of Girls' Schools (Australasia) Limited to be held on the \_\_\_ day of \_\_\_ 20\_\_

My proxy is authorised to vote "in favour of/\* against the following resolutions:

Signed this day of

\*Strike out whichever is not desired

Note 1 If the Member desires to vote for or against any resolution the Member shall instruct the proxy accordingly. Unless otherwise instructed, the proxy may vote as the proxy thinks fit.”

#### **16.15 Depositing of Proxy**

The instrument appointing a proxy under which it is signed must be deposited at the registered office of the Alliance, or at such other place as is specified for that purpose in the notice convening the Meeting, not less than twenty-four (24) hours before the time for holding the Meeting or adjourned Meeting at which the person named in the instrument proposes to vote, or, in the case of a poll, not less than twenty-four (24) hours before the time appointed for the taking of the poll and in default the instrument or proxy shall not be treated as valid.

#### **16.16 Validity of Proxy Vote**

A vote given in accordance with the terms of an instrument of proxy shall be valid notwithstanding the previous death or unsoundness of mind of the principal, or revocation of the instrument or of the authority under which

the instrument was executed, if no intimation in writing of such death, unsoundness of mind or revocation has been received by the Alliance at the registered office before the commencement of the Meeting or adjourned Meeting at which the instrument is used.

## 17 The Board (including Office-bearers)

**17.1** The governing body of the Alliance shall be a Board of Directors of at least three (3) and not more than fifteen (15) persons consisting of the following

- the President elected in accordance with Clause 17.9
- the Vice President elected in accordance with Clause 17.9;
- the Treasurer elected in accordance with Clause 17.9 (who together with the President and Vice President are referred to in this Constitution as “**Office Bearing Directors**”);
- a maximum of ten (10) other persons who shall be elected to represent a region or State (referred to in this Constitution as “**Non Office Bearing Directors**”); and
- a maximum of two (2) other persons who are not Representatives, such person or persons being appointed by the Board pursuant to Clause 17.2.

**17.2** The Board may in its discretion appoint a person or persons not exceeding two (2) who is or are not Representatives to the Board to hold office for such term or terms not exceeding two (2) consecutive terms each of three (3) years as the Board determines. A person shall only be eligible for such appointment if he or she is a person of good standing and who shares and supports the aims and objects of the Alliance. The appointment of such person or persons may be cancelled at the discretion of the Board.

**17.3** Unless it is not reasonably practicable or possible, only one person from each state of Australia or New Zealand shall be eligible for nomination as a candidate for any election to the Board where the number of members of that state of Australia or New Zealand is not fewer than five (5) and not greater than thirty (30).

**17.4** Where the membership of a state of Australia or New Zealand exceeds thirty (30) then, if reasonably practicable or possible, a second representative from that state of Australia or New Zealand is eligible for election to the Board provided that the Office Bearing Directors shall not come from the same state of Australia or New Zealand.

**17.5** Where possible the composition of the Board should reflect the cross-sectoral composition of the membership of the Alliance.

### **17.6 Chair of Board**

- (a) The President, Vice President and Treasurer shall be appointed from the Members of the Board.
- (b) The President, Vice President and Treasurer shall be elected at a meeting of the Board and shall hold office for two (2) years from appointment.



- (c) If there is a casual vacancy in the office of President, Vice President or Treasurer the Board may appoint an interim President, Vice President or Treasurer for the remainder of the term.
- (d) The President shall act as chair of meetings of the Board or in his or her absence the Vice President.

### **17.7 Holding Office**

An Office Bearing Director and/or Non Office Bearing Director shall, subject to this Constitution, and in particular Clause 17.11 hold office until removed by resolution of the Members or his or her term expires in accordance with this Constitution.

### **17.8 Term of Office**

Subject to this Constitution, the Non Office Bearing Directors of the Board shall remain in office for a period of three (3) years from appointment provided that:

- (a) Retiring Non Office Bearing Directors are eligible for re-election.
- (b) A Non Office Bearing Director may serve on the Board for a maximum of two (2) consecutive terms each of three (3) years.
- (c) If the conclusion of an Office Bearing Director's term in office does not coincide with an election for members of the Board, the outgoing Office Bearing Director may remain in office until the next election of members of the Board.
- (d) In exceptional circumstances a member of the Board's term may be extended by approval of the Members.

### **17.9 Manner of Election of members of the Board**

#### **17.9.1 Nomination to Board**

Nominations of a candidate for any election to the Board shall be in a form approved by the Board from time to time or if no form is approved, be in writing signed by the proposer, seconder and nominee from the same region which the nominee seeks to represent. A nomination will not be accepted if any of the proposer, seconder or the nominee is not a Representative of a Member in good standing of the Alliance. Nominations must be lodged with the Secretary at least fourteen (14) days prior to the date upon which the election is to be held.

#### **17.9.2 Conditions of Nomination**

The form of nomination of a candidate shall not be valid unless accompanied by or containing a statement in writing and signed by the nominee to the effect that the nominee is willing to accept a position on the Board.

#### **17.9.3 Elections**

If in any year there are more candidates for election by Members than there are vacancies on the Board an election shall be held by way of a ballot to be held in accordance with any rules or format approved by the Board.

#### **17.9.4 Conduct of Elections**

- (a) Members shall vote only in respect of a candidate who wishes to represent the region or State in which the Member resides.

- (b) The Board shall appoint a returning officer and scrutineers to conduct the election of members to the Board of the Alliance.
- (c) If permitted by the Board, Members entitled to vote may cast such vote in writing by post or by fax or by electronic means as determined by the Board provided such vote is received by the time specified in the notice of the resolution.
- (d) Casting Vote by Chairman

In the case of equality of votes for vacant position, the Chair of the meeting shall have a casting vote unless the Chair is a candidate for that position.

#### **17.10 Appointment and Removal of Board member**

Subject to the provisions of the Corporations Act the Members may by resolution appoint and remove any member of the Board.

#### **17.11 Vacating of Office**

The office of a member of the Board shall become vacant if the Director:

- (a) becomes insolvent under administration or makes any arrangement or composition with their creditors generally
- (b) becomes prohibited from being a director of a company by reason of any order made under the Corporations Act
- (c) 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
- (d) resigns their office by notice in writing to the Alliance
- (e) is absent without permission of the Board from meetings of the Board for more than six (6) months
- (f) holds any office of profit under the Alliance
- (g) is personally, or if the Member they represent is directly or indirectly, interested in any contract or proposed contract with the Alliance and the Director fails to declare such interest
- (h) dies
- (i) ceases to be a Representative
- (j) ceases to be a Representative in the state of Australia or New Zealand by which they were elected.

#### **17.12 Entitlement to be appointed**

No person shall be entitled to be elected to the Board unless they are a Representative of a Member in good standing of the Alliance.

## **18 Powers and Duties of the Board**

### **18.1 Management of Business**

The business of the Alliance shall be managed by the Board who may pay all expenses incurred in promoting and registering the Alliance, and may exercise all such powers of the Alliance as are not, by the Corporations Act or by this Constitution, required to be exercised by the Alliance in meeting. Provided that any rule, regulation or bylaw of the Alliance made by the Board may be disallowed by the Alliance in meeting.

### **18.2 Cheques, Promissory Notices and Other Instruments**

All cheques, promissory notes, drafts, bills of exchange and other negotiable instruments including bank transfers, shall be signed, drawn, accepted, endorsed or otherwise executed, as the case may be, by any two (2) members of the Board or in such other manner as the Board from time to time determines provided that two (2) such members are Representatives of different states of Australia or New Zealand.

### **18.3 Minutes**

The Board shall cause minutes to be made:

- (a) of all appointments of officers and employees
- (b) of names of members of the Board present at all meetings of the Board and of any Committees

Such minutes shall be signed by the Chair of the meeting at which the proceedings were held or by the Chair of the next succeeding meeting.

### **18.4 Duty to Maintain Accounts**

The Board shall cause proper accounting and other records to be kept, and shall distribute copies of the annual profit and loss account and balance sheet (including every document required by law to be attached thereto) accompanied by a copy of the Auditors' report, at each Annual meeting in accordance with the Corporations Act.

### **18.5 Inspection of Records**

The Board shall from time to time determine in accordance with Clause 7 of this Constitution at what times and places and under what conditions or regulations the accounting and other records of the Alliance shall be open to the inspection of the Members.

## **19 Proceedings of the Board**

### **19.1 Meetings of the Board**

The Board may meet together for the dispatch of business, adjourn and otherwise regulate its meetings as it thinks fit. Any two members of the Board may at any time and the Secretary shall on the requisition of a member of the Board summon a meeting of the Board.

### **19.2 Voting at Meetings**

Subject to this Constitution questions arising at any meeting of the Board shall be decided by a majority of votes and a determination by a majority of the members of the Board shall for all purposes be deemed a

determination of the Board and, in cases of an equality of votes, the Chair of the meeting shall have a second or casting vote.

### **19.3 Disclosure of Interest**

A Director who is in any way, whether directly or indirectly interested in a matter in which the Alliance has an interest must declare the nature of the interest at a meeting of the Directors, as soon as practicable after the relevant facts have come to the Director's knowledge.

### **19.4 Contract not Avoided when Director Interested**

If the nature of a Director's interest has been disclosed in the manner required by the preceding Clause that Director will not be disqualified from holding office in any corporation in which the Alliance is a shareholder or is otherwise interested; or from contracting with the Alliance either as vendor, purchaser or otherwise, and nor will any contract or arrangement entered into by or on behalf of the Alliance in which any Director is in any way interested be avoided; and a Director is not liable to account to the Alliance for any profit arising from that office or realised by the contract or arrangement, or by any participation in an association or otherwise by reason only of the Director holding that office.

### **19.5 Director may not Vote when Interested**

A Director must not vote as a Director in respect of any contract or proposed contract or arrangement in which he or she has directly or indirectly a material interest. If that Director does so vote, the vote must not be counted. Subject to the foregoing, a Director may vote in respect of any matter in which he or she is interested if:

- (a) The Board has at any time resolved that it is satisfied that the Director's interest in the matter (as specified by resolution of the Board) should not disqualify the Director from considering or voting on the matter;
- (b) under Section 196 of the Corporations Act, or any provision enacted in place of that provision, the Director is lawfully able to vote or to be present during consideration by the Board in relation to the matter; and
- (c) the interest which the Director has in the matter arises by reason only that the Director is a Member and has an interest in the matter in common with other Members.

### **19.6 Director may Affix Seal notwithstanding Interest**

Notwithstanding that a Director is interested in a contract or arrangement, that Director may be appointed as the Director to sign any instrument to which the interest relates on behalf of the Alliance or in whose presence the Seal of the Alliance is to be affixed.

### **19.7 Quorum**

The quorum necessary for the transaction of the business of the Board shall be three or such greater number as may be fixed by the Board.

### **19.8 Number of Directors falling Below Minimum**

The continuing members of the Board may act notwithstanding any vacancy in the Board, but if their number is reduced below the number fixed by this Constitution as the necessary quorum of the Board, the continuing member or members may appoint a person to fill the casual vacancy until the next Annual Meeting.

## **19.9 Chair**

The President shall preside at every Board meeting of the Alliance; or if the President is not present within 10 minutes after the time appointed for the holding of the meeting or is unwilling to act, the members of the Board who are present shall elect one of their number to be Chair of the meeting.

## **19.10 Method of Meeting**

A member of the Board may participate in a meeting of the Board by means of a conference telephone, closed circuit television or other communications equipment approved by the Board allowing all persons participating in the meeting to communicate with each other at the same time or in an online method over a specified period of time. Any member of the Board participating in such a meeting shall, for the purposes of this Constitution, be deemed to be personally present at such meeting.

## **19.11 Defect in Appointment**

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

## **19.12 Resolution of Board**

19.12.1 If all the members of the Board have signed 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 shall be deemed to have been passed at a meeting of the Board held on the day on which the document was signed by the members of the Board or, if the members of the Board signed the document on different days, on the day on which, and at the time at which, the document was last signed by a member of the Board.

19.12.2 For the purpose of Clause 19.12.1 two (2) or more separate documents containing a statement in identical terms, each of which is signed by one (1) or more members of the Board shall together be deemed to constitute one (1) document containing a statement in those terms signed by those members of the Board on the respective days on which they signed the separate documents.

19.12.3 A reference in Clause 19.12.1 to all the members of the Board does not include a reference to a member of the Board who, at a meeting of members of the Board, would not be entitled to vote on the resolution.

## **20 Seal**

The Board shall provide for the safe custody of the Seal which shall only be used by the authority of the Board or of a committee of the Board authorised by the Board in that behalf, and every instrument to which the Seal is affixed shall be signed by a member of the Board and shall be countersigned by the Secretary or by a second member of the Board.

## **21 Advisory Committees**

### **21.1 Appointment of Advisory Committees**

The Board may appoint one (1) or more Advisory Committees subject to this Constitution consisting of such persons as the Board thinks fit. Such Advisory Committees shall act in an advisory capacity only and shall conform to any regulations that may be imposed by the Board and shall have power to co-opt any person or persons thought fit.

### **21.2 Role of Advisory Committees**

The Board shall define the roles, powers, authorities, discretions and duties of each Advisory Committee and from time to time may alter or limit those roles, powers, authorities and duties in any manner as it may deem desirable.

### **21.3 Advisory Committees' Duty to Report**

Each Advisory Committee shall furnish to each regular meeting of the Board a report of its activities and shall provide the Board with such advice concerning the subject matter of its activities as the Board shall deem desirable.

### **21.4 Meetings of Advisory Committee**

An Advisory Committee may meet and adjourn as it thinks proper. Questions arising at any meeting of the Advisory Committee shall be determined by a majority of votes of the members of the Advisory Committee present, and in the case of equality of votes the chair of the Advisory Committee shall have a second or casting vote. Each member of an Advisory Committee who is a member of the Board shall have one (1) vote.

### **21.5 Method of Meeting**

A member of an Advisory Committee may participate in a meeting of an Advisory Committee by means of a conference telephone, closed circuit television or other communications equipment approved by the Advisory Committee allowing all persons participating in the meeting to communicate with each other at the same time or in an online method over a specified period of time. Any member of an Advisory Committee participating in such a meeting shall, for the purposes of this Constitution, be deemed to be personally present at such meeting.

## **22 Executive Officer**

**22.1** The Board may from time to time appoint a person to be the Executive Officer of the Alliance as the Board shall from time to time determine, and may confer upon this person such of the powers exercisable under this Constitution by the Board as it may think fit and under such conditions as it may think expedient, but the Executive Officer shall nevertheless remain subject to the control of the Board.

**22.2** The Executive Officer so appointed shall be employed by or otherwise engaged by the Alliance.

## **23 Secretary**

The Secretary shall in accordance with the Corporations Act be appointed by the Board for such term and upon such conditions as it thinks fit, and any Secretary so appointed may be removed by it and the Secretary, shall be subject to the provisions of the Constitution. The Secretary may be the Executive Officer.

## **24 Auditor**

An Auditor or Auditors shall be appointed and his, her or their duties regulated in accordance with the ACNCA.

## **25 Patron**

The Board may from time to time upon the unanimous vote of all members of the Board as existing from time to time appoint a Patron or Patrons of the Alliance.

## **26 Notice**

Any notice required by law or by or under this Constitution to be given to any Member shall be given by sending it by post or facsimile transmission to that Member at the Member's Registered Address or by electronic means. Where a notice is sent by post, service of the notice shall be deemed to be effected by properly addressing, prepaying and posting a letter containing the notice and to have been effected in the case of a notice of a meeting on the day after the date of its posting, and in any other case at the time at which the letter would be delivered in the ordinary course of post. Where a notice is sent by facsimile transmission or by electronic mean, it shall be deemed to be effective immediately upon transmission.

## **27 Indemnity and Insurance**

Every member of the Board, Auditor, Secretary and other officer for the time being of the Alliance shall be indemnified out of the assets of the Alliance against any liability arising out of the execution of the duties of their office which is incurred by them in defending, any proceedings whether civil or criminal, in which judgment is given in their favour or in which they acquitted or in connection with any application under the Corporations Act in which relief is granted to them by the Court in respect of any negligence, default, breach of duty or breach of trust.

### **27.1 Indemnity against Liabilities**

To the extent permitted by law, the Alliance:

- (a) indemnifies every person who is, or has been, a Director or Secretary; and
- (b) may, by deed, indemnify or agree to indemnify a person who is, or has been, an Officer of a related body corporate, against a liability incurred by that person, in his or her capacity as such a Director, Secretary or Officer, to another person (other than the Alliance) provided that the liability does not arise out of conduct involving a lack of good faith.

### **27.2 Indemnity for Costs and Expenses**

To the extent permitted by law, the Alliance:

- (a) indemnifies every person who is, or has been, a Director or Secretary; and
- (b) may, by deed, indemnify or agree to indemnify a person who is, or has been, an Officer of a related body corporate,

against a liability for costs and expenses incurred by that person by, through or in connection with his or her undertaking their duties as a Director or Officer:

- (i) in defending any proceedings in which judgment is given in that person's favour, or in which that person is acquitted; or
- (ii) in connection with an application in relation to any proceedings in which the Court grants relief to that person under the Corporations Act.

### **27.3 Insurance**

To the extent permitted by law, the Alliance may pay, or agree to pay, a premium in respect of a contract insuring a person who is, or has been, an Officer of the Alliance or a related body corporate against a liability:

- (a) incurred by that person:
  - (i) in his capacity as such an Officer;
  - (ii) in the course of acting in connection with the affairs of the Alliance or a related body corporate; or
  - (iii) otherwise arising out of the person holding office as such an Officer;

Provided that the liability does not arise out of conduct involving:

- (iv) a wilful breach of duty in relation to the Alliance or a related body corporate; or
- (v) a contravention of Sections 182, 183 or 184 of the Corporations Act; or

for costs and expenses incurred by that person in defending proceedings, whatever their outcome.