

Constitution

Australian Association for Adolescent Health Limited

A Public Company Limited by Guarantee

MILLS OAKLEY LAWYERS
Level 12, 400 George Street
SYDNEY NSW 2000
Telephone: 61 2 8289 5800
Facsimile: 61 2 9247 1315
DX 13025, SYDNEY, MARKET STREET
www.millsoakley.com.au
Ref: VMVS/ERLS/3153007

Version History

DATE	CHANGES IMPLEMENTED
28 November 2016	Two changes were incorporated into this document: <ol style="list-style-type: none"> 1) Change to the Constitution was approved at the AGM on 28 November 2016: to Clause 7 [Classes of Membership] to introduce the class of Honorary Members 2) Change to the Constitution was approved at the AGM on 28 November 2016: to Clause 8 [Applications for Membership] for the Board to reserve the right to appoint the grade of Honorary Membership to current members of the Company who fulfil Clause 7
9 November 2019	Seven changes were incorporated into this document: <ol style="list-style-type: none"> 1) Change to the Constitution was approved at the AGM on 9 November 2019: to Clause 34.7 [Number and Appointment of Directors - Term] (a) (i) to allow the option for Elected Directors to serve a maximum of six rather than four years 2) Change to the Constitution was approved at the AGM on 9 November 2019: to Clause 34.7 [Number and Appointment of Directors - Term] (a) (ii) to allow the option for Co-Opted Directors to serve a maximum of six rather than four years 3) Change to the Constitution was approved at the AGM on 9 November 2019: to Clause 34.7 [Number and Appointment of Directors - Term] (a) (iii) to allow the option for Elected and Co-Opted Directors to serve a maximum of six rather than four years 4) Change to the Constitution was approved at the AGM on 9 November 2019: to Clause 34.7 [Number and Appointment of Directors - Term] (b) to allow the option for Elected and Co-Opted Directors to serve a maximum of six rather than four years and also to allow an Elected or Co-Opted Director who has served the maximum of six years to renominate after one year rather than two years 5) Change to the Constitution was approved at the AGM on 9 November 2019: to Clause 34.8 [Number and Appointment of Directors - Office Bearers] to allow the option for Office Bearers to serve a maximum of six rather than four years 6) Change to the Constitution was approved at the AGM on 9 November 2019: to Clause 57 (a) (iii) [Number and Appointment of Directors - Term]

Table of Contents

1	Name of the Company	1
2	Type of Company	1
3	Replaceable Rules	1
4	Definitions and Interpretation	1
	4.1 Definitions	1
	4.2 Interpretation	3
5	Objects	3
	5.1 Objects	3
	5.2 Income and Property	4
	5.3 Remuneration of Directors	5
	MEMBERSHIP	5
6	Admission to Membership	5
	6.1 Eligibility for Membership	5
	6.2 Benefits	5
7	Classes of Membership	5
8	Applications for Membership	6
9	Membership Entitlements Not Transferable	8
10	Representative	8
11	Entrance Fee and Subscriptions	8
12	Cessation of Membership	9
13	Disciplining of Members	10
	13.1 Disciplining of Members	10
	13.2 Right of Appeal of Disciplined Member	11
14	Resolution of Disputes Between Members	12
	GENERAL MEETINGS	12
15	Convening of General Meetings	12
	15.1 AGMs	12
	15.2 Convening of General Meetings	13
16	Notice of General Meeting	13
17	Cancellation or Postponement of General Meeting	14
	PROCEEDINGS AT GENERAL MEETINGS	14
18	Quorum	14
19	Chairperson	15
20	Adjournments	15
21	Determination of Questions	15
22	Polls	16

23	Voting Rights	16
24	Disqualification	16
25	Objection to Qualification to Vote	17
26	Persons of Unsound Mind	17
27	No Casting Vote	17
28	Right of Non-Members to Attend General Meeting	17
	PROXIES	17
29	Right to Appoint Proxies	17
30	Appointing a Proxy	18
	30.1 Appointing a Proxy	18
	30.2 Instrument of Proxy	18
31	Lodgement of Proxies	18
32	Validity of Proxies	19
33	Rights of Proxies and Attorneys	19
	APPOINTMENT AND REMOVAL OF DIRECTORS	20
34	Number and Appointment of Directors	20
	34.1 Number of Directors	20
	34.2 Composition of Board	20
	34.3 Initial Board	20
	34.4 Elected Directors	21
	34.5 Co-Opted Directors	21
	34.6 Ex-Officio Director	21
	34.7 Term	21
	34.8 Office Bearers	22
35	General Right to Appoint and Remove Directors	22
36	Vacation of Office	23
37	Filling of Vacancies on the Board	23
38	Acting Office Bearers	23
39	Alternate Directors	24
	POWERS AND DUTIES OF DIRECTORS	24
40	Duties of Directors	24
41	Powers of Directors	24
42	Negotiable Instruments	25
43	Conferment of Powers	25
	DIRECTORS' DISCLOSURE OF INTEREST	25
44	Contracts	25
	PROCEEDINGS OF DIRECTORS	26
45	Meetings of Directors	26

46	Quorum	27
47	Chairperson	27
48	Voting	27
49	Resolutions by Directors	27
50	Committee of Directors	28
51	Validation of Acts of Directors	28
	MINUTES	28
52	Minutes	28
	SECRETARY	29
53	Appointment and Tenure	29
	BY-LAWS	29
54	By-Laws	29
	EXECUTION OF DOCUMENTS	30
55	Execution of Documents	30
	ACCOUNTS AND INSPECTION OF RECORDS	30
56	Accounts and Inspection	30
	NOTICES	30
57	Service of Notices	30
	WINDING UP	31
58	Winding Up	31
	INDEMNITY	32
59	Indemnity	32
60	Payment of Indemnity Policy Premium	33
61	Indemnity to Continue	34
Annexure A	Form of Appointment of Proxy	35

1 Name of the Company

The name of the Company is Australian Association for Adolescent Health Limited.

2 Type of Company

- (a) The Company is a not-for-profit public company limited by guarantee.
- (b) Subject to this Constitution, each person who is a Member and each person who was a Member during the year ending on the day of the commencement of the winding up of the Company, undertakes to contribute to the property of the Company for:
 - (i) payment of debts and liabilities of the Company;
 - (ii) payment of the costs, charges and expenses of winding up; and
 - (iii) any adjustment of the rights of the contributories among Members.
- (c) The amount that each Member or past Member is liable to contribute is limited to \$10.00.

3 Replaceable Rules

This Constitution displaces the Replaceable Rules to the extent that it is inconsistent with any Replaceable Rules.

4 Definitions and Interpretation

4.1 Definitions

In this Constitution, unless there is something in the subject or context which is inconsistent:

ACNC means the Australian Charities and Not-for-Profits Commission.

ACNC Act means the *Australian Charities and Not-for-Profits Commission Act 2012* (Cth).

ACNC Regulation means whichever of the *Australian Charities and Not-for-profits Commission Amendment Regulation 2013* (Cth) or any amended version of that regulation which is in force from time to time.

Board means the board of Directors of the Company.

Business Day means a day that is not a Saturday, Sunday or public holiday in New South Wales.

By-Laws means the by-laws adopted and amended by the Board from time to time in accordance with **clause 54**.

Chairperson means the person holding that office under this Constitution and includes any assistant or acting chairperson.

Charity means an entity that is registered with the ACNC.

Committee means a committee established in accordance with **clause 50**.

Company means Australian Association for Adolescent Health Limited.

Constitution means this constitution as amended or supplemented from time to time.

Co-Opted Director means a person appointed as a Director pursuant to **clause 34.2(a)(ii)**.

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

DGR means a deductible gift recipient as defined by the law.

Director means any person holding the position of a director of the Company (and includes Elected Directors, Co-Opted Directors and Ex-Officio Directors) and **Directors** means the directors for the time being of the Company or, as the context permits, such number of them as have authority to act for the Company.

Elected Director means a person elected as a Director pursuant to **clause 34.2(a)(i)**.

Entrance Fee means the entrance fee payable by Members pursuant to **clause 11**.

Ex-Officio Director means a person appointed as a Director pursuant to **clause 34.2(a)(iii)**.

Full Member means a Member of the Company pursuant to **clause 7(a)**.

International Association for Adolescent Health means the not-for-profit association known as the International Association for Adolescent Health which currently has its head office in Montreal, Canada.

Member means a member of the Company (and includes Full Members and Organisational Members) pursuant to **clause 6 and clause 7. Membership has the corresponding meaning.**

Member Present means in connection with a meeting of Members, a Voting Member being present in person or by proxy or attorney or, in the case of Organisational Members, by a Representative.

Member's Guarantee Amount means the amount referred to in **clause 2(c)**.

Objects means the objects of the Company as set out in **clause 5.1**.

Office means the registered office for the time being of the Company.

Office Bearer means a person holding any of the offices specified in **clause 34.8**.

Officer has the same meaning as given to that term in section 9 of the Corporations Act.

Organisational Member means a Member of the Company which is a body corporate pursuant to **clause 7(b)**.

President means a person appointed to that position pursuant to **clause 34.8(a)(i)**.

Register means the register of Members to be kept pursuant to the Corporations Act.

Replaceable Rules means the replaceable rules applicable to a public company limited by guarantee set out in the Corporations Act.

Representative means a person authorised in accordance with section 250D of the Corporations Act to act as a representative of a body corporate, as described in **clause 10**.

Secretary means the person appointed as the secretary of the Company and includes any assistant or acting secretary.

Special Resolution has the meaning given to it by the Corporations Act.

Subscription means the subscription fees payable by Members pursuant to **clause 11**.

Treasurer means a person appointed to that position pursuant to **clause 34.8(a)(iii)**.

Vice-President means a person appointed to that position pursuant to **clause**

34.8(a)(ii). **Voting Members** are Members who:

- (a) are entitled to vote pursuant to **clause 7**; and
- (b) have paid any payable Entrance Fee and annual Subscription within the time limits specified in **clause 12(a)(v)**, namely, **at the latest, within thirty (30) days after having been notified by the Company that the Voting Member is in arrears to the Company**.

4.2 Interpretation

In this Constitution, unless there is something in the subject or context which is inconsistent:

- (a) the singular includes the plural and vice versa;
- (b) each gender includes the other two genders;
- (c) the word **person** means a natural person and any partnership, association, body or entity whether incorporated or not;
- (d) the words **writing** and **written** include any other mode of representing or reproducing words, figures, drawings or symbols in a visible form;
- (e) where any word or phrase is defined, any other part of speech or other grammatical form of that word or phrase has a cognate meaning;
- (f) a reference to any clause or schedule is to a clause or schedule of this Constitution;
- (g) a reference to any statute, proclamation, rule, code, regulation or ordinance includes any amendment, consolidation, modification, re-enactment or reprint of it or any statute, proclamation, rule, code, regulation or ordinance replacing it;
- (h) an expression used in a particular Part or Division of an Act or Regulation that is given by that Part or Division a special meaning for the purposes of that Part or Division has, unless the contrary intention appears, in any clause that deals with a matter dealt with by that Part or Division the same meaning as in that Part or Division; and
- (i) headings do not form part of or affect the construction or interpretation of this Constitution.

5 Objects

5.1 Objects

- (a) The Company is a charitable institution established to advance the health and wellbeing of adolescents and young people throughout Australia. The Company aims to be the peak national body representing youth health interests. The Company's objects are to:
 - (i) promote public and professional interest in the health and wellbeing of adolescents and young people;

- (ii) develop strategies, in partnership with relevant organisations, to reduce the burden of ill health caused by mental health conditions, chronic illness, and preventable injury and disease that are prevalent among young Australians, using health promotion and population health approaches;
 - (iii) advocate for, and contribute to, local, state, national and international policies and position statements relevant to adolescent and youth health and health care;
 - (iv) encourage, foster and contribute to research activities and professional practices related to the health and wellbeing of adolescents and young people;
 - (v) support education, training and skill development for those working in adolescent and youth health;
 - (vi) provide networking and professional development events and opportunities, including the organisation of a regular national youth health conference;
 - (vii) liaise with community and government agencies (at State, national or international level) regarding the provision and improvement of services relating to the health and health care of adolescents and young people. This may include all levels of the health system, relevant non-health sectors and transition services; and
 - (viii) anything ancillary to the Objects referred to in **clause 5.1(a)(i) to 5.1(a)(vii)**.
- (b) The following principles and values underpin the Company's Objects:
- (i) youth participation;
 - (ii) embracing diversity;
 - (iii) a holistic and positive concept of health; and
 - (iv) social justice.
- (c) The Company can only exercise the powers in section 124(1) of the Corporations Act to:
- (i) carry out the Objects of the Company; and
 - (ii) do all things incidental or convenient in relation to the exercise of power under **clause 5.1(c)(i)**.

5.2 Income and Property

- (a) The income and property of the Company will only be applied towards the promotion of the Objects of the Company.
- (b) No income or property of the Company will be paid, transferred or distributed, directly or indirectly, by way of dividend, bonus or otherwise to any Member of the Company. However, nothing in this Constitution will prevent payment in good faith to a Member:
- (i) in return for any services rendered or goods supplied in the ordinary and usual course of business to the Company;

- (ii) of interest at a rate not exceeding current bank overdraft rates of interest for moneys lent to the Company;
- (iii) of reasonable and proper rent for premises leased by any Member to the Company; or
- (iv) of any surpluses or profits, so long as the Member is charitable and has objects similar to the Objects of the Company, and such payment has the prior written approval of the Board.

5.3 Remuneration of Directors

No payment shall be made to any Director (except any executive Director in their capacity as an employee of the Company) other than the payment:

- (a) of out of pocket expenses incurred by the Director in the performance of any duty as a Director where the amount payable does not exceed an amount previously approved by the Board; and
- (b) for any service rendered to the Company by the Director in a professional or technical capacity, other than in the 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 for the service.

MEMBERSHIP

6 Admission to Membership

6.1 Eligibility for Membership

Any person or body corporate is entitled to become a Member if the person or body corporate:

- (a) agrees to assume the liability to pay the Member's Guarantee Amount;
- (b) satisfies the criteria for the relevant class of Membership in accordance with **clause 7**;
- (c) supports the Objects of the Company and agrees to comply with the terms of this Constitution and any code of conduct which the Board may produce from time to time;
- (d) is, in the Board's opinion, of good character;
- (e) lodges an application form in accordance with **clause 8**; and
- (f) subject to **clause 11(d)**, pays the Entrance Fee in accordance with **clause 11**.

6.2 Benefits

- (a) Each Voting Member will be entitled to vote at all general meetings.
- (b) In addition to each Voting Member being entitled to vote at all general meetings, the Board will determine from time to time what additional benefits shall attach to Membership.

7 Classes of Membership

There shall be the following classes of Membership:

(a) **Full Members**

Full Members shall be:

- (i) individuals working in, or otherwise with a demonstrated interest in, an area related to the health or health care of young people; and
- (ii) entitled to vote.

(b) **Organisational Members**

Organisational Members shall be:

- (i) body corporates undertaking activities or programs primarily related to the health or health care of young people; and
- (ii) entitled to vote.

(c) The Board may determine from time to time additional qualifications for admission to each Membership class and the rights attached to each Membership class.

(d) **Honorary Members**

Honorary Members shall be:

- (i) Individuals who have rendered acknowledged eminent service to the health and/or health care of young people; and
- (ii) entitled to vote.

8 Applications for Membership

(a) An application for Membership of the Company must:

- (i) be made in writing in the form prescribed by the Board from time to time;
- (ii) specify the class of Membership being applied for by the applicant;
- (iii) include a signature, or equivalent acknowledgement by the applicant acknowledging that the applicant agrees to be bound by the Constitution of the Company as amended from time to time;
- (iv) be accompanied by any Entrance Fee and annual Subscription payable pursuant to **clause 11(a); and**
- (v) be lodged with the Secretary.

(b) As soon as practicable after receiving an application for Membership, the Secretary must refer the application to the Board which is to determine whether to approve or reject the application.

(c) As soon as practicable after the Board makes that determination the Secretary must:

- (i) notify the applicant, in writing, that the Board approved or rejected the application (whichever is applicable); and
- (ii) if the Board approved the application, enter the applicant's name and class of Membership in the Register and, subject to the Corporations Act, the person becomes a Member on the name being so entered; or

- (iii)** if the Board rejected the application, comply with the notification
 - (iv)** requirements in **clause 8(d) and within twenty eight (28) days of the Board's decision, refund the applicant any annual Subscription paid pursuant to clause 8(a)(iv) but not any Entrance Fee.**
- (d) If the Board determines under **clause 8(b)** to reject an application for Membership, the Secretary must serve the applicant with a notice in writing setting out the determination of the Board, and the Board shall not be required to provide any reasons for rejecting the application.
- (e) The Board reserves the right to appoint the grade of Honorary Membership to current members of the Company who fulfil **clause 7 (d)**.

9 Membership Entitlements Not Transferable

A right, privilege or obligation which a person has by reason of being a Member:

- (a) is not capable of being transferred or transmitted to another person; and
- (b) terminates on cessation of the person's Membership.

10 Representative

- (a) This **clause 10 only applies to Members and applicants for Membership which are Organisational Members.**
- (b) Where a Member or an applicant for Membership is not a natural person, it must appoint as its Representative a natural person.
- (c) The name and address of the Representative will be entered in the Register as the representative of the Organisational Member.
- (d) All correspondence and notices from the Company will be served on that Representative and any notice served on a Representative will be deemed to be service on the Organisational Member which is represented by that particular Representative.
- (e) If the appointment of a Representative by the Organisational Member is made by reference to a position held, the appointment must identify the position.
- (f) Despite **clause 9, an Organisational Member may remove and replace a Representative where the Organisational Member gives written notice to the Board in a form approved by the Board.**
- (g) A signature by a Representative of an Organisational Member on behalf of that Organisational Member is taken to be the signature of that Organisational Member for the purposes of this Constitution.
- (h) Any power or right of an Organisational Member as granted by this Constitution can be exercised by the Representative of that particular Organisational Member.
- (i) Organisational Members are represented at meetings of Members by their Representatives, subject to the right of a Representative to appoint a proxy pursuant to **clause 30.**
- (j) The actions of a Representative bind the Organisational Member which is represented by that particular Representative.
- (k) Each Representative will comply with the terms of this Constitution in all matters pertaining to the Company as if a Member himself or herself.

11 Entrance Fee and Subscriptions

- (a) There shall be an Entrance Fee and annual Subscription payable by each Member to the Company, unless the Board determines otherwise.

- (b) Subject to **clause 11(d)**, the amount of the Entrance Fee and annual Subscription shall be payable by Members at such times and in such manner as determined by the Board from time to time.
- (c) The Board may charge different classes of Membership Different Entrance Fees and annual Subscriptions.
- (d) The Board may in its discretion:
 - (i) determine that no Entrance Fee or annual Subscription is payable by a Member or Members (in whole or in part) in a given year; and
 - (ii) extend the time for payment of the Entrance Fee or annual Subscription by any Member.
- (e) No part of any Entrance Fee or annual Subscription shall be refunded to a Member who ceases to be a Member in accordance with **clause 12**.

12 Cessation of Membership

- (a) A Member's Membership will cease:
 - (i) on the date that the Secretary receives written notice of resignation from that Member;
 - (ii) in the case of a natural person, upon that Member dying;
 - (iii) upon that Member no longer satisfying the criteria for its respective class of Membership (unless transferred to another class of Membership by the Board);
 - (iv) upon that Member becoming bankrupt or insolvent or making an arrangement or composition with creditors of the person's joint or separate estate generally;
 - (v) subject to **clause 11(d)**, if that Member fails to pay an Entrance Fee or annual Subscription:
 - (A) within thirty (30) days after it falls due; and
 - (B) then fails to rectify this default within thirty (30) days of being notified of the default by the Company;
 - (vi) if the Member is expelled from the Company pursuant to **clause 13**;
 - (vii) if, being a body corporate Member:
 - (A) that Member is dissolved or otherwise ceases to exist;
 - (B) that Member has:
 - (1) a receiver;
 - (2) a receiver and manager;
 - (3) a liquidator;
 - (4) an administrator;
 - (5) an administrator of a deed of company arrangement; or

- (6) a trustee of other person administering a compromise or arrangement between the Member and someone else;
appointed to it; or
- (viii) if the Company in general meeting resolves by Special Resolution to terminate the Membership of a Member whose conduct or circumstances in the opinion of the Company renders it undesirable that that Member continue to be a Member of the Company. The Member must be given at least twenty one (21) days' notice of the proposed resolution and must be given the opportunity to be heard at the meeting at which the resolution is proposed.
- (b) A Member may at any time, pursuant to **clause 12(a)(i), resign as a Member but shall continue to be liable for:**
 - (i) any monies due by the Member to the Company;
 - (ii) any sum for which the Member is liable as a Member of the Company under **clause 2(b)**.

13 Disciplining of Members

13.1 Disciplining of Members

- (a) Where the Board is of the opinion that a Member has:
 - (i) persistently refused or neglected to comply with a provision or provisions of this Constitution; or
 - (ii) persistently and wilfully acted in a manner prejudicial to the interests of the Company;the Board may:
 - (iii) expel the Member from the Company; or
 - (iv) suspend the Member from Membership of the Company for a specified period.
- (b) A resolution of the Board pursuant to **clause 13.1 is of no effect unless the Board confirms the resolution in accordance with this clause 13.1(b) at a Board meeting held not earlier than fourteen (14) days and not later than twenty eight (28) days after service on the Member of a notice pursuant to clause 13.1(c)**.
- (c) If the Board resolves under **clause 13.1 to expel or suspend any Member, the Secretary must serve the Member with a notice in writing:**
 - (i) setting out the resolution of the Board and the grounds upon which it is based;
 - (ii) stating that the Member may address the Board at a Board meeting to be held not earlier than fourteen (14) days and not later than twenty-eight (28) days after service of the notice;
 - (iii) stating the date, place and time of that meeting; and
 - (iv) informing the Member that the Member may do either or both of the following:

- (A) attend and speak at that meeting;
 - (B) submit to the Board at or prior to the date of the meeting, written representations relating to the resolution.
- (d) At a meeting of the Board held as referred to in **clause 13.1(c)**, the Board must:
- (i) give the Member an opportunity to make oral representations;
 - (ii) give due consideration to any written representations submitted to the Board by the Member at or prior to the Board meeting; and
 - (iii) by a resolution of at least 75% of the Directors participating in the Board meeting, determine whether to confirm or to revoke the resolution.
- (e) The Member must be notified in writing of the decision of the Board within seven (7) days. If the Board resolves to confirm the expulsion or suspension, the Member must also be notified of the right of appeal available under **clause 13.2**.
- (f) A resolution confirmed by the Board under **clause 13.1(d)** does not take effect:
- (i) until the expiration of the period within which the Member is entitled to appeal against the resolution where the Member does not exercise the right of appeal within that period; and
 - (ii) where, within that period, the Member exercises the right of appeal, unless and until the Disciplinary Committee confirms the resolution pursuant to **clause 13.2(d)(ii)**.

13.2 Right of Appeal of Disciplined Member

- (a) The Board will establish a committee for the purpose of conducting disciplinary proceedings against a Member (**Disciplinary Committee**). The Disciplinary Committee will comprise of an independent panel of three experts, all chosen by the Board. The experts will be chosen based upon the nature of the alleged misconduct by the Member. The Disciplinary Committee may seek advice from any relevant source.
- (b) A Member may appeal to the Disciplinary Committee against a resolution of the Board, which is confirmed under **clause 13.1(d)**. **Written notice of such an appeal must be lodged with the Secretary within seven (7) days of service of the notice required under clause 13.1(e)**.
- (c) Within thirty-five (35) days after receipt of a notice of appeal from the Member pursuant to **clause 13.2(b)**, the **Disciplinary Committee must convene a meeting**.
- (d) At the Disciplinary Committee meeting convened under **clause 13.2(c)**:
- (i) the Member must be given the opportunity to state their case orally or in writing, or both using any technology (reasonably available to the Board) that gives the Member a reasonable opportunity to do so; and
 - (ii) the Disciplinary Committee must vote by ballot on the question of whether the resolution will be confirmed.
- (e) The Disciplinary Committee's decision, pursuant to **clause 13.2(d)(ii)**, is final. **The Member is not entitled to appeal the Disciplinary Committee's decision.**
- (f) The Member the subject of these disciplinary procedures is entitled to:

- (i) subject to **clause 13.2(f)(ii)**, bring a support person to any meeting with the Disciplinary Committee or the Board, which meetings are being held pursuant to this clause 13; and
 - (ii) if the support person is legally qualified, the Member must notify the Disciplinary Committee or the Board (as the case may be) at least five (5) business days before the meeting that the support person attending the meeting will be legally qualified.
- (g) Natural justice will be applied during every disciplinary process under this **clause 13, requiring** the Board and Disciplinary Committee to act fairly, in good faith and without bias or conflict of interest when making its decision.

14 Resolution of Disputes Between Members

- (a) Disputes between Members (in their capacity as Members), including any disputes in relation to fundraising issues, shall be referred to the Board which must take steps to resolve the dispute.
- (b) If a dispute so referred is not resolved to the satisfaction of any party to the dispute within thirty (30) days of its being referred, then that party may refer the dispute to mediation before a mediator appointed by mutual agreement of the parties.
- (c) Failing agreement by the parties to the appointment of a mediator within fourteen (14) days of a party notifying the other party of its intention to refer the dispute to mediation, the appointment of the mediator shall be made by the President of the Law Society of New South Wales.
- (d) The costs of the mediator appointed pursuant to **clause 14(b) or clause 14(c) (as the case may be) shall be shared equally between the Members party to the dispute.**
- (e) At least seven (7) days before a mediation session established by a mediator appointed pursuant to **clause 14(b) or clause 14(c) (as the case may be) is to commence, the parties to the dispute are to exchange statements of the issues that are in dispute between them and supply copies to the mediator.**

GENERAL MEETINGS

15 Convening of General Meetings

15.1 AGMs

In the event that the Company is:

- (a) required to comply with the provisions of the Corporations Act pertaining to AGMs, the Company will do so in accordance with the requirements of those provisions; or
- (b) not required to comply with the provisions of the Corporations Act pertaining to AGMs, but the Board nevertheless desires to convene AGMs, the Company will convene and conduct AGMs in accordance with the provisions of the Corporations Act pertaining to AGMs (notwithstanding section 111L of the Corporations Act).

15.2 Convening of General Meetings

- (a) Any three (3) Directors may, whenever those Directors think fit, convene a general meeting of the Company.
- (b) Members shall be entitled to require a general meeting to be convened:
 - (i) if the Company is required to comply with the provisions of the Corporations Act, in accordance with those provisions; or
 - (ii) if **clause 15.2(b)(i) does not apply, if those Members hold at least 5% of the votes that may be cast at the general meeting.**
- (c) In the event that the Company is:
 - (i) required to comply with the provisions of Part 2G.2 of the Corporations Act pertaining to the rights of Members to call a general meeting, the:
 - (A) Members may call a general meeting; and
 - (B) Company will do so;in accordance with the requirements of those provisions; or
 - (ii) not required to comply with the provisions of Part 2G.2 of the Corporations Act pertaining to the rights of Members to call a general meeting, the:
 - (A) Members may call a general meeting; and
 - (B) Company will do so;in accordance with the requirements of those provisions notwithstanding section 111L of the Corporations Act.
- (d) A general meeting of the Company may be convened at two (2) or more venues using any technology that gives the Members a reasonable opportunity to participate in the meeting.

16 Notice of General Meeting

- (a) Subject to consent to shorter notice being given in accordance with the Corporations Act (notwithstanding the application of section 111L of the Corporations Act, if any), at least twenty-one (21) days' notice of any general meeting must be given specifying:
 - (i) the place, day and hour of the meeting;
 - (ii) the general nature of any business to be transacted at the meeting;
 - (iii) if a Special Resolution is to be proposed, the details of and intention to propose it;
 - (iv) if the meeting is to be held in two or more places, the technology that will be used to facilitate this; and
 - (v) any other information required by the Corporations Act (notwithstanding the application of section 111L of the Corporations Act, if any).
- (b) The accidental omission to give notice of any general meeting to or the non-receipt of notice of a meeting by any person entitled to receive notice will not invalidate the proceedings at or any resolution passed at the meeting.

- (c) Subject to **clause 16(b)**, notice of every general meeting must be given in any manner authorised by this Constitution to:
- (i) every Member;
 - (ii) every Director; and
 - (iii) the auditor for the time being of the Company (if any).

17 Cancellation or Postponement of General Meeting

- (a) Subject to the provisions of the Corporations Act (notwithstanding the application of section 111L of the Corporations Act, if any) and this Constitution, the Board may cancel a general meeting of the Company:
- (i) convened by the Board; or
 - (ii) which has been convened by a Member or Members pursuant to **clause 15.2(b)** upon receipt by the Company of a written notice withdrawing the requisition signed by that Member or those Members.
- (b) The Board may postpone a general meeting or change the venue at which it is to be held. No business shall be transacted at any postponed meeting other than the business stated in the notice to the Members relating to the original meeting.
- (c) Where any general meeting is cancelled or postponed or the venue for a general meeting is changed:
- (i) the Board must endeavour to notify in writing each person entitled to receive notice of the meeting of the cancellation, the change of venue or the postponement of the meeting by any means permitted by this Constitution and in the case of the postponement of a meeting, the new place, date and time for the meeting; and
 - (ii) any failure to notify in writing any person entitled to receive notice of the meeting or failure of a person to receive a written notice shall not affect the validity of the cancellation, the change of venue or the postponement of the meeting.

PROCEEDINGS AT GENERAL MEETINGS

18 Quorum

- (a) No business may be transacted at any general meeting unless there is a quorum of Members Present at all times during the meeting.
- (b) Twenty (20) Members Present shall constitute a quorum for all general meetings.
- (c) If within thirty (30) minutes after the time appointed for holding a general meeting a quorum is not present:
- (i) the meeting, if convened upon the requisition of Members, shall be dissolved;
 - (ii) in any other case:
 - (A) it will stand adjourned to such other day time and place as the Board may by notice to the Members appoint; and

- (B) if at such adjourned meeting a quorum is not present within thirty (30) minutes after the time appointed for the holding of the meeting, the meeting shall be dissolved.

19 Chairperson

- (a) The President of the Board shall preside as Chairperson at each general meeting.
- (b) Where a general meeting is held and:
- (i) there is no President; or
 - (ii) the President is not present within thirty (30) minutes after the time appointed for the holding of the meeting or, if present, is unwilling to act as Chairperson of the meeting,
- then the following person will be Chairperson in lieu of the President in the order of availability set out below:
- (iii) Vice-President;
 - (iv) Secretary;
 - (v) another Director chosen by the Directors present at the meeting; and
 - (vi) a Voting Member (or Representative of a Voting Member) chosen by a majority of the Members Present.
- (c) The rulings of the Chairperson of a general meeting on all matters relating to the order of business, procedure and conduct of the meeting shall be final and no motion of dissent from such rulings shall be accepted.

20 Adjournments

- (a) The Chairperson of a general meeting at which a quorum is present:
- (i) may adjourn a meeting with the consent of the meeting; and
 - (ii) must adjourn the meeting if the meeting so directs;
- to a time and place as determined.
- (b) No business may be transacted at any adjourned general meeting other than the business left unfinished at the meeting from which the adjournment took place.
- (c) A resolution passed at a meeting resumed after an adjournment is passed on the day it was passed.
- (d) It is not necessary to give any notice of an adjournment of a general meeting or of the business to be transacted at the adjourned meeting except if the meeting is adjourned for thirty (30) days or more in which case notice of the adjourned meeting must be given as in the case of an original meeting.

21 Determination of Questions

- (a) At any general meeting a resolution to be considered at the meeting shall be decided on a show of hands unless a poll is demanded by:
- (i) the Chairperson of the meeting; or

- (ii) at least two (2) Members Present.
- (b) Before a vote on a resolution is taken, the Chairperson must inform the meeting whether any proxy votes have been received and how the proxy votes are to be cast.
- (c) A declaration by the Chairperson of the result of a vote on a resolution by a show of hands and an entry to that effect contained in the minutes of the proceedings of the Company which has been signed by the Chairperson of the meeting or the next succeeding meeting 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.

22 Polls

- (a) A poll may be demanded:
 - (i) before a vote on a resolution is taken;
 - (ii) before the voting results on a show of hands are declared; or
 - (iii) immediately after the voting results on a show of hands are declared.
- (b) If a poll is demanded it must be taken in such manner and at such time and place as the Chairperson of the meeting directs subject to **clause 22(e)**.
- (c) The result of the poll shall be taken to be the resolution of the meeting at which the poll was demanded.
- (d) The demand for a poll shall not prevent the continuance of a meeting for the transaction of any business other than the question on which a poll has been demanded.
- (e) A poll demanded on the election of a Chairperson or any question of adjournment of the meeting must be taken immediately.
- (f) The demand for a poll may be withdrawn.

23 Voting Rights

A Voting Member has one (1) vote, both on a show of hands and a poll.

24 Disqualification

No person other than:

- (a) a Voting Member;
- (b) a Representative of a Voting Member; or
- (c) a proxy of a:
 - (i) Voting Member; or
 - (ii) Representative of a Voting Member;

shall be entitled to a vote at a general meeting.

25 Objection to Qualification to Vote

Any challenge as to the qualification of a person to vote at a general meeting or the validity of any vote tendered may only be raised at the meeting and must be determined by the Chairperson whose decision shall be final and conclusive and a vote allowed by the Chairperson shall be valid for all purposes.

26 Persons of Unsound Mind

- (a) A Voting Member:
- (i) of unsound mind; or
 - (ii) whose person or estate is liable to be dealt with in any way under the law relating to mental health; or
- may vote whether on a show of hands or on a poll by that Voting Member's committee or by such other person as properly has the management or guardianship of that Voting Member's estate or by the public trustee (as the case may be) and the committee or other person or trustee may vote by proxy or representative.
- (b) Any person having the right of management or guardianship of the person or estate in respect of a Voting Member as referred to in **clause 26(a) must not exercise any of the rights conferred under that clause unless and until the person has provided to the Board satisfactory evidence of the appointment of the person accordingly.**

27 No Casting Vote

In the case of an equality of votes whether on a show of hands or on a poll, the Chairperson of the meeting at which the show of hands is taken or at which the poll is demanded is not entitled to a casting vote.

28 Right of Non-Members to Attend General Meeting

- (a) The Chairperson of a general meeting may invite any person who is not a Member to attend and address a meeting.
- (b) Any auditor and any Director of the Company shall be entitled to attend and address a general meeting.

PROXIES

29 Right to Appoint Proxies

- (a) A Voting Member or a Representative of a Voting Member who is entitled to attend and vote at a general meeting of the Company may appoint a person as the Voting Member's or the Representative's proxy to attend and vote for the Voting Member or the Representative at the meeting.
- (b) If a Voting Member or Representative of a Voting Member appoints a proxy, the proxy is entitled to vote on a show of hands and on a poll.

30 Appointing a Proxy

30.1 Appointing a Proxy

The instrument appointing a proxy must be in writing signed by the appointor or the appointor's attorney duly authorised in writing or, if the appointor is a corporation, signed by an authorised officer or attorney of the corporation.

30.2 Instrument of Proxy

- (a) The instrument of proxy is valid if it contains the following information, and any additional information required by the Corporations Act (notwithstanding the application of section 111L of the Corporations Act, if any):
 - (i) the name and address of the Voting Member or the name of a Representative of a Voting Member, if applicable;
 - (ii) the name of the Company;
 - (iii) the proxy's name or the name of the office of the proxy; and
 - (iv) the meetings at which the instrument of proxy may be used.
- (b) An instrument of proxy may be expressed to be a standing appointment. An instrument of proxy for a specified meeting is only valid for that meeting and any postponement or adjournment of that meeting.
- (c) An instrument of proxy shall not be treated as invalid merely because it does not specify all of the information required by **clause 30.2(a)**.
- (d) An instrument of proxy may be revoked at any time by notice in writing to the Company.

31 Lodgement of Proxies

- (a) An instrument appointing:
 - (i) a proxy and the power of attorney or other authority (if any) under which it is signed or executed or a certified copy of that power or authority; or
 - (ii) an attorney to exercise a Voting Member's voting rights at a general meeting or a certified copy of that power of attorney,must be deposited at the Office or at such other place as is specified for that purpose in the notice convening the general meeting not less than forty-eight (48) hours (or such shorter period as the Board may allow) before the time appointed for the holding of the meeting or adjourned meeting as the case may be at which the person named in the instrument proposes to vote. In default, the instrument of proxy or the power of attorney will not be treated as valid.
- (b) For the purposes of this **clause 31 it will be sufficient that any document required to be lodged by a Voting Member or Representative of a Voting Member be received in legible form by facsimile at the place at which the document is required to be delivered by the Voting Member or Representative of a Voting Member and the document shall be regarded as received at the time the facsimile was received at that place.**
- (c) For the purposes of this **clause 31 it will be sufficient that any document required to be lodged by a Voting Member or Representative of a Voting Member be received in legible form by email if the notice of meeting so permits at the**

address and in the form specified in the notice and the proxy shall be regarded as received at the time of the receipt of the email or other electronic transmission by the Company.

32 Validity of Proxies

- (a) A vote exercised pursuant to an instrument of proxy, a power of attorney or other instrument of appointment is valid notwithstanding:
- (i) the death or unsoundness of mind of the Voting Member or Representative of a Voting Member;
 - (ii) the bankruptcy or liquidation of the Voting Member or Representative of a Voting Member;
 - (iii) the revocation of the instrument of proxy or the power of attorney or any instrument under which the instrument or the power was granted,

if the Company has not received at its Office written notice of the death, unsoundness of mind, bankruptcy, liquidation or revocation at least forty-eight (48) hours (or such shorter period as the Board may allow) prior to the time appointed for the holding of the general meeting or adjourned meeting, as the case may be, at which the instrument of proxy or the power of attorney is exercised.

- (b) A proxy who is not entitled to vote on a resolution as a Voting Member or Representative of a Voting Member may vote as a proxy for another Voting Member or Representative of a Voting Member who can vote if the appointment specifies the way the proxy is to vote on the resolution and the proxy votes that way.
- (c) Except on a show of hands, a proxy may vote as more than one Voting Member or Representative of a Voting Member if the proxy holds appointments for those Voting Members or Representatives of Voting Members which specify the way the proxy is to vote on the resolution and the proxy votes that way.

33 Rights of Proxies and Attorneys

- (a) The instrument appointing a proxy will be taken to confer authority to demand or join in demanding a poll.
- (b) Subject to **clause 33(c), unless a Voting Member or Representative of a Voting Member by the instrument of proxy directs the proxy to vote in a certain manner the proxy may vote as the proxy thinks fit on any motion or resolution. Otherwise the proxy shall follow the voting instructions contained in the instrument of proxy.**
- (c) A proxy will not be revoked by the appointor attending and taking part in any general meeting but if the appointor votes on a resolution either on a show of hands or on a poll the person acting as proxy for the appointor shall not be entitled to vote in that capacity in respect of the resolution.
- (d) The Chairperson of a general meeting may require any person acting as a proxy to establish to the satisfaction of the Chairperson that he or she is the person nominated as proxy in the form of proxy lodged under this Constitution. If the person is unable to establish his or her identity, he or she may be excluded from voting either upon a show of hands or upon a poll.

APPOINTMENT AND REMOVAL OF DIRECTORS

34 Number and Appointment of Directors

34.1 Number of Directors

The Board of Directors shall consist of not less than nine (9) and not more than twelve (12) persons.

34.2 Composition of Board

- (a) Subject to **clause 34.3**, the Board shall consist of:
- (i) up to nine (9) Elected Directors;
 - (ii) up to three (3) Co-Opted Directors appointed by the Board from time to time; and
 - (iii) up to one (1) Ex-Officio Director appointed by the Board from time to time;
- (provided that the total number of Directors does not exceed the minimum fixed by **clause 34.1**).
- (b) The Board shall determine from time to time how many Directors shall be elected or appointed, pursuant to **clause 34.2(a)**.
- (c) An Elected Director must be a Voting Member or a Representative of a Voting Member at all times that he or she is holding office as an Elected Director.

34.3 Initial Board

- (a) The Directors to hold office until the conclusion of the second annual general meeting (or other similar annual meeting of the Company, if no annual general meeting is to be held) following registration of the Company shall be:
- (i) Peter Azzopardi;
 - (ii) Meagan Hunt;
 - (iii) Jasmine Smithers; and
 - (iv) Michelle Telfer.
- (b) The Directors to hold office until the conclusion of the third annual general meeting (or other similar annual meeting of the Company, if no annual general meeting is to be held) following registration of the Company shall be:
- (i) Marc Zen;
 - (ii) Angela Agostini;
 - (iii) James Williams;
 - (iv) Geraldine Dyer; and
 - (v) Melissa Kang.
- (c) Notwithstanding **clauses 34.4 and 34.7**, the initial Directors shall be:
- (i) deemed to be Elected Directors; and
 - (ii) eligible for re-election for a further term of two (2) years.

- (d) The initial Directors shall nominate from amongst their number who shall hold each office (as set out in **clause 34.8(a)**).

34.4 Elected Directors

- (a) Nominations of candidates for election as Elected Directors:
- (i) shall be in writing in a form prescribed by the Board signed by two (2) Voting Members and be accompanied by the written consent of the nominee (which may be endorsed on the nomination); and
 - (ii) shall be delivered to the Secretary (or other person authorised by the Board for the purpose) not later than close of business two (2) Business Days before the day fixed for the holding of the annual general meeting (or other similar annual meeting, if no annual general meeting is to be held) or other general meeting at which the election is to take place.
- (b) If insufficient nominations are received to fill all positions on the Board which are to be filled at the election, the candidate or candidates nominated shall be deemed to be elected and further nominations shall be received at the meeting at which the election is to take place.
- (c) If insufficient further nominations are received, any unfilled positions remaining on the Board shall be deemed to be casual vacancies.
- (d) If the number of nominations received is equal to the number of positions to be filled, the persons nominated shall be taken to be elected.
- (e) If the number of nominations received exceeds the number of positions to be filled, a ballot shall be held.

34.5 Co-Opted Directors

- (a) The Board may appoint Co-Opted Directors to the Board at any time to fill the positions provided for in **clause 34.2(a)(ii)**.
- (b) A Co-Opted Director shall be a person who will bring skills and experience to the Board to enable the Board to advance the Objects.
- (c) A Co-Opted Director may be, but need not be, a Member.

34.6 Ex-Officio Director

- (a) The Board may appoint an Ex-Officio Director to the Board at any time to fill the position provided for in **clause 34.2(a)(iii)**.
- (b) An Ex-Officio Director will be the Oceania representative on the executive committee of the International Association for Adolescent Health.
- (c) An Ex-Officio Director may be, but need not be, a Member.

34.7 Term

- (a) Except in accordance with **clause 34.3**:
- (i) Elected Directors shall hold office for a term of two (2) years, but shall be eligible for re-election for a further two terms of two (2) years; and
 - (ii) Co-Opted Directors shall hold office for a term of up to two (2) years, but shall be eligible for reappointment for a further two terms of up to two (2) years; and

- (iii) Elected Directors and Co-Opted Directors shall not hold office for more than six (6) consecutive years
- (b) Once an Elected Director or Co-Opted Director has served the maximum term of six (6) consecutive years, the Elected Director or Co-Opted Director is only eligible for reappointment to the Board after a period of at least one (1) year has expired since the expiry of the Elected Director or Co-Opted Director's previous term on the Board.
- (c) Ex-Officio Directors shall hold office for such term as determined by the Board from time to time.
- (d) Any previous term served by a Director prior to the registration of the Company on the executive committee of Australian Association for Adolescent Health Incorporated shall be counted towards the maximum terms prescribed by **clause 34.7(b)**.

34.8 Office Bearers

- (a) The Members Present shall, at the first annual general meeting (or other similar annual meeting, if no annual general meeting is to be held) or other general meeting held after the Company is registered and thereafter at the first annual general meeting (or other similar annual meeting, if no annual general meeting is to be held) or other general meeting of the Company where an Office Bearer has retired, elect from amongst the Directors sitting on the Board (and having not less than one (1) year of their term remaining) at the time of the general meeting a:
 - (i) President;
 - (ii) Vice-President;
 - (iii) Treasurer; and
 - (iv) such additional Office Bearer positions as the Board deems necessary from time to time.
- (b) The Office Bearers shall hold office for a term of one (1) year but shall be eligible for re-election for further terms of one (1) year each provided that Office Bearers shall not hold office:
 - (i) for more than six (6) consecutive years; or
 - (ii) beyond their retirement or removal from the Board as a Director.

35 General Right to Appoint and Remove Directors

The Board may act despite any vacancy in their body but if the number falls below the minimum fixed in accordance with **clause 34.1 the Board may act:**

- (a) for the purpose of:
 - (i) increasing the number of Directors to the minimum; or
 - (ii) convening a general meeting; or
 - (b) in emergencies;
- but for no other purpose.

36 Vacation of Office

- (a) Any Director may retire from office on giving written notice to the Company at the Office of his intention to retire and the resignation shall take effect at the time expressed in the notice (provided the time is not earlier than the date of delivery of the written notice to the Company).
- (b) The office of a Director shall become vacant if the Director:
 - (i) dies;
 - (ii) in the case of an Elected Director, ceases to be a Voting Member;
 - (iii) in the case of an Ex-Officio Director, ceases to be the Oceania representative on the executive committee of the International Association for Adolescent Health;
 - (iv) becomes bankrupt or makes any arrangement or composition with creditors generally;
 - (v) becomes prohibited from being a director of, or managing, a company by reason of any order made under the Corporations Act;
 - (vi) has been disqualified by the Australian Charities and Not-for-Profits Commissioner, at any time during the preceding twelve (12) months, from being a responsible entity of a registered entity under section 45.20(4) of the ACNC Regulation;
 - (vii) becomes of unsound mind or a person whose personal estate is liable to be dealt with in any way under the law relating to mental health;
 - (viii) is removed from office by the Company in general meeting;
 - (ix) resigns by notice in writing to the Company; or
 - (x) is absent without permission of the Board from three (3) consecutive meetings of the Board.

37 Filling of Vacancies on the Board

- (a) In the event of a casual vacancy occurring on the Board, the Board shall:
 - (i) in relation to an Elected Director vacancy, appoint a Voting Member or Representative of a Voting Member; and
 - (ii) in relation to a Co-Opted Director vacancy, appoint any person in accordance with **clause 34.5(a)**.
- (b)
 - (i) Any Director appointed pursuant to **clause 37(a)(i) shall hold office until the conclusion of the next annual general meeting following the date of the appointment.**
 - (ii) Any Director appointed pursuant to **clause 37(a)(ii) shall hold office for a full new term of up to two (2) years.**

38 Acting Office Bearers

- (a) In the event of a vacancy occurring in the position of President, the Vice-President shall assume office as acting President until the next annual general meeting (or other similar annual meeting, if no annual general meeting is to be

held) or other general meeting of the Company at which time the Members Present shall elect a new President in accordance with **clause 34.8(a) for a full new term.**

- (b) In the event of a vacancy occurring in the position of Vice-President, another Director (elected by the Directors at the next meeting of the Board) who is not President or Treasurer, determined by the Board, shall assume office as acting Vice-President until the next annual general meeting (or other similar annual meeting, if no annual general meeting is to be held) or other general meeting of the Company, at which time the Members Present shall elect a new Vice-President in accordance with **clause 34.8(a) for a full new term.**
- (c) In the event of a vacancy occurring in the position of Treasurer, another Director (elected by the Directors at the next meeting of the Board) who is not President or Vice-President, determined by the Board, shall assume office as acting Treasurer until the next annual general meeting (or other similar annual meeting, if no annual general meeting is to be held) or other general meeting of the Company, at which time the Members Present shall elect a new Treasurer in accordance with **clause 34.8(a) for a full new term.**
- (d) If any Office Bearer is temporarily absent or temporarily unable to perform his or her duties, the Board may authorise another Director to act in the vacant position during the absence or inability of the Office Bearer.
- (e) Nothing in **clause 38 permits any person to simultaneously hold more than one position of Office Bearer.**

39 Alternate Directors

Alternate Directors shall not be permitted.

POWERS AND DUTIES OF DIRECTORS

40 Duties of Directors

Each Director is subject to, and must comply at all times with, the duties set out in Governance Standard 5 in section 45.25 of the ACNC Regulation if the Company is legally required to comply with that regulation.

41 Powers of Directors

- (a) The control, management and conduct of the Company shall be vested in the Board who shall exercise all such powers of the Company as are not by the Corporations Act, the ACNC Act, the ACNC Regulation or by this Constitution required to be exercised in any other manner.
- (b) If the Company has only one (1) Member, which is a body corporate, a Director is, pursuant to section 187 of the Corporations Act, taken to have acted in good faith in the best interests of the Company even if that Director is acting in the best interests of that Member, if the following conditions are satisfied:
 - (i) the Director acts in good faith in the best interests of that Member; and
 - (ii) the Company is not insolvent at the time the Director acts and does not become insolvent because of the Director's act.

42 Negotiable Instruments

All cheques, promissory notes, drafts, bills of exchange and other negotiable instruments, all requests or arrangements for electronic fund transfers and all receipts for money paid to the Company must be signed, drawn, accepted, endorsed or otherwise executed as the case may be by two (2) people authorised by resolution of the Board. The Board may authorise:

- (a) a Director(s);
 - (b) the Secretary;
 - (c) the chief executive officer of the Company; or
 - (d) another staff member of the Company,
- to sign such instruments.

43 Conferment of Powers

- (a) The Board may from time to time confer upon any Director for the time being or any other person as they may select such of the powers exercisable under this Constitution by the Board as it may think fit for such time and to be exercised for such purposes and on such terms and conditions and with such restrictions as it may think expedient.
- (b) Powers conferred under this **clause 43 may be exercised concurrently with the powers of the Board in that regard and the Board may from time to time withdraw, revoke or vary all or any of such powers.**

DIRECTORS' DISCLOSURE OF INTEREST

44 Contracts

- (a) The Company may enter into contracts or arrangements with other companies or bodies in which a Director has an interest, provided it does so according to the usual commercial terms and conditions which apply to such contracts or arrangements.
- (b) Any interest of a Director must be dealt with in accordance with the relevant legislation, being either:
 - (i) the Corporations Act; or
 - (ii) the ACNC Regulation,which shall include disclosing an interest and having the Secretary record all declarations in the minutes of the relevant meeting.
- (c) Subject to **clause 44(b), a Director who has an interest in a contract or arrangement made by the Company and has disclosed this interest to the Board may:**
 - (i) not be present while the matter is being considered at a meeting;
 - (ii) not vote on the matter;

- (iii) still be counted in determining whether or not a quorum is present at any meeting of Directors considering that contract or arrangement or proposed contract or arrangement;
 - (iv) not sign or countersign any document relating to that contract or arrangement or proposed contract or arrangement; and
 - (v) not vote in respect of, or in respect of any matter arising out of, the contract or arrangement or proposed contract or arrangement.
- (d) A Director's failure to make disclosure under this **clause 44 does not render void or voidable a contract or arrangement in which the Director has a direct or indirect interest.**
- (e) A general notice given to the Board by a Director that the Director is an officer, a member of, or otherwise interested in any specified corporation or firm stating the nature and the extent of the Director's interest in the corporation or firm shall, in relation to any matter involving the Company and that corporation or firm after the giving of the notice, be a sufficient disclosure of the Director's interest, provided that the extent of the interest is no greater at the time of first consideration of the relevant matter by the Board than was stated in the notice.

PROCEEDINGS OF DIRECTORS

45 Meetings of Directors

- (a) The Board may meet together for the despatch of business, adjourn and otherwise regulate their meetings and proceedings as it thinks fit, provided that the Board must meet not less than four (4) times each calendar year.
- (b) A Director may at any time, and the Secretary upon the request of a Director shall, convene a meeting of the Board by giving at least twenty-four (24) hours' notice of the meeting to all Directors, provided that the Director or Secretary must have used their best endeavours to ensure that the notice was properly served and received.
- (c) Notice of a meeting of the Board need not be in writing.
- (d) Subject to **clause 45(e)**, a Board meeting may be convened or held using any **technology consented to by a majority of Directors. The consent may be a standing one. A Director may withdraw consent to the use of a particular technology within a reasonable time period before a Board meeting.**
- (e) The particular technology used to convene or hold a Board meeting, pursuant to **clause 45(d)**, **must** be available and accessible to all Directors who wish to attend the Board meeting.
- (f) All resolutions of the Directors passed at a meeting of the Board where a quorum is present but where notice of the meeting has not been given as required to each Director, or any act carried out pursuant to such resolution, shall, provided each Director to whom notice was not given subsequently agrees to waive the same, be as valid as if notice of the meeting had been duly given to all Directors. Attendance by a Director at a meeting of Directors waives any objection which that Director may have to a failure to give notice of the meeting

46 Quorum

- (a) The quorum necessary for the transaction of the Board's business is Directors being personally present (or in conference in accordance with **clause 45) who represent a majority of the total number of Directors.**
- (b) A quorum must be present at all times during the meeting.
- (c) A Director who is disqualified from voting on a matter pursuant to **clause 44 shall be counted in the quorum despite that disqualification.**

47 Chairperson

- (a) The President of the Board shall be the Chairperson.
- (b) The Chairperson shall, if present, preside as Chairperson of every meeting of the Board.
- (c) If a meeting of Board is held and the Chairperson is:
 - (i) not present within fifteen (15) minutes after the time appointed for the holding of the meeting; or
 - (ii) if present, does not wish to chair the meeting,then the Vice-President shall preside as Chairperson. If the Vice-President is:
 - (iii) not present within fifteen (15) minutes after the time appointed for the holding of the meeting; or
 - (iv) if present, does not wish to chair the meeting,then the other Directors present must elect one of their number to be Chairperson of the meeting.

48 Voting

- (a) A resolution of the Board must be passed by a majority of votes of the Directors present at the meeting who vote on the resolution. A resolution passed by a majority of the votes cast by the Directors will for all purposes be taken to be a determination of the Board.
- (b) Each Director shall have one (1) vote.
- (c) In case of an equality of votes at a meeting of the Board, the Chairperson does not have a casting vote in addition to a deliberative vote.

49 Resolutions by Directors

- (a) The Board may pass a resolution without a Board meeting being held if a majority of the total number of Directors sign a document containing a statement that they are in favour of the resolution set out in that document. For this purpose, signatures can be contained in more than one document.
- (b) A facsimile transmission which is received by the Company and which purports to have been signed by a Director shall for the purposes of this **clause 49 be taken to be in writing and signed by that Director at the time of the receipt of the facsimile transmission by the Company in legible form.**

- (c) An email transmission which is received by the Company and which purports to have been sent by a Director shall for the purposes of this **clause 49 be taken to be in writing and signed by that Director at the time of the receipt of the email transmission by the Company.**
- (d) A vote made by a Director using an online voting platform operated or commissioned by the Company shall for the purposes of this **clause 49 be taken to be in writing and signed by that Director at the time the vote was received by the online voting platform.**

50 Committee of Directors

- (a) The Board may form and delegate any of its powers to a Committee consisting of such Directors and other persons as it thinks fit and may from time to time revoke such delegation.
- (b) The Board has the power to require any Committee to have all decisions made by that Committee ratified by the Board.
- (c) A Committee must in exercise of the powers delegated to it conform to any directions and restrictions that may be imposed on it by the Board. A power so exercised shall be taken to be exercised by the Board.
- (d) The meetings and proceedings of any Committee consisting of more than one person will be governed by the provisions for regulating the meetings and proceedings of the Board contained in this Constitution.
- (e) A minute of all the proceedings and decisions of every Committee shall be made, entered and signed in the same manner in all respects as minutes of proceedings of the Board are required by the Corporations Act and this Constitution to be made entered and signed. A copy of such Committee minutes shall be tabled at the next Board meeting.

51 Validation of Acts of Directors

All acts done:

- (a) at any meeting of the Board; or
- (b) by any person acting as a Director,

shall, even if it is discovered afterwards that there was a defect in the appointment or continuance in office of any such Director or person or that they or any of them were disqualified or were not entitled to vote, be as valid as if every such person had been duly appointed or had continued in office and was duly qualified to be a Director and had been entitled to vote.

MINUTES

52 Minutes

- (a) The Board must cause minutes to be kept in such a manner as is required by the Corporations Act (notwithstanding the application of section 111L of the Corporations Act, if any) for the purposes of recording:

- (i) the names of the Directors present at each meeting of the Board and of Directors present at each meeting of any Committee;
 - (ii) all orders, resolutions and proceedings of general meetings and of meetings of the Board and of Committees; and
 - (iii) such matters as are required by the Corporations Act or the ACNC Act or the ACNC Regulation to be recorded in the record books of the Company including without limitation all declarations made or notices given by any Director of his or her interest in any contract or proposed contract or the holding of any office or property whereby any conflict of duty or interest may arise.
- (b) Such minutes shall be signed by the Chairperson of the meeting, or the Chairperson of the next succeeding meeting and minutes which purport to be signed accordingly shall be received in evidence without any further proof as sufficient evidence that the matters and things recorded by such minutes actually took place or happened as recorded and of the regularity of such matters and things and that the same took place at a meeting duly convened and held.

SECRETARY

53 Appointment and Tenure

- (a) There must be at least one Secretary appointed by the Board for a term and on conditions determined by the Board.
- (b) The Board may remove any Secretary so appointed.

BY-LAWS

54 By-Laws

- (a) The Board may from time to time make such By-Laws as are in its opinion necessary and desirable for the proper control, administration and management of the Company's affairs, operations, finances, interests, effects and property and to amend and repeal those By-Laws from time to time.
- (b) A By-Law must be subject to this Constitution and must not be inconsistent with any provision contained in this Constitution.
- (c) When in force, a By-Law is binding on all Members and has the same effect as this Constitution.
- (d) Subject to **clause 54(e)**, the Board will adopt such measures as it deems appropriate to bring to the notice of Members all By-Laws, amendments and repeals.
- (e) The Board will provide Members with reasonable notice of any proposed changes to the By-Laws regarding the eligibility requirements for Membership classes prior to the changes being implemented.

EXECUTION OF DOCUMENTS

55 Execution of Documents

- (a) Without limiting the manner in which the Company may execute any contract, including as permitted under section 127 of the Corporations Act, the Company may execute any agreement, deed or other document by:
 - (i) two (2) Directors signing the same; or
 - (ii) one (1) Director and one (1) Secretary signing the same.
- (b) Nothing in this Constitution requires the Company to execute any agreement, deed or other document under common seal for the same to be effectively executed by the Company.

ACCOUNTS AND INSPECTION OF RECORDS

56 Accounts and Inspection

The Board shall:

- (a) cause proper financial records to be kept and must, if required by the Corporations Act or the ACNC Act or the ACNC Regulation, prepare and distribute copies of the financial reports of the Company and a Directors' report;
- (b) where required by the ACNC Act or the Corporations Act, cause the financial records to be audited or reviewed by a properly qualified auditor or other entity authorised by the ACNC Act or the Corporations Act; and
- (c) from time to time determine whether and to what extent and at what times and places and under what conditions or regulations the accounting and other records of the Company or any of them will be open to the inspection of Members.

NOTICES

57 Service of Notices

- (a) A notice may be given by the Company to any Member by:
 - (i) serving it on the Member personally;
 - (ii) sending it by post to the Member or leaving it at the Member's address shown in the Register or otherwise the address supplied by the Member to the Company for the giving of notices;
 - (iii) sending it to the electronic address supplied by the Member to the Company for the giving of notices.
- (b) Any Member who has not left at or sent to the Office his or her place of address for inclusion in the Register as the place at which notices may be given to the Member shall not be entitled to receive any notice.

- (c) Where a notice is sent by post, service of the notice shall be taken to be effected by properly addressing, prepaying and posting a letter containing the notice and shall be deemed to have been effected on the second day after the date of posting. Service of a notice to a Member outside Australia shall be deemed to have been made in the ordinary course of the post.
- (d) Where a notice is sent by electronic means, service of the notice shall be taken to be effected by properly addressing and sending the notice and in such case shall be taken to have been effected on the business day after it is sent.
- (e) A notice may be given by the Company to the persons entitled to a share in consequence of the death, lunacy or bankruptcy of a Member by:
 - (i) service on the Member personally;
 - (ii) sending it by post addressed to the person by name or by the title of the representative of the deceased or lunatic or the assignee of the bankrupt or by any like description at the address, if any, within Australia, supplied for the purpose by the person claiming to be entitled;
 - (iii) by giving the notice in any manner in which the same might have been given if the death, lunacy or bankruptcy had not occurred.
- (f) Evidence of service of a notice may be established by proving that the envelope containing the notice and stamped appropriately was properly posted and a certificate given by any Officer of the Company to that effect shall be conclusive evidence of service.

WINDING UP

58 Winding Up

- (a) If any surplus remains following the winding up of the Company, the surplus will not be paid to or distributed amongst Members, but all remaining gifts, deductible contributions and any money received in respect of such gifts and contributions will be given or transferred to another institution(s) or corporation(s) which:
 - (i) has objects which are similar to the Objects;
 - (ii) has a constitution which requires its income and property to be applied in promoting its objects;
 - (iii) has a constitution which prohibits it from paying or distributing its income and property amongst its Members to an extent at least as great as imposed on the Company by **clause 5.2(b)**; and
 - (iv) in the event that the Company is endorsed as a DGR, is endorsed as a DGR.
- (b) If any surplus remains following the transfer pursuant to **clause 58(a)**, the surplus **may be transferred to a Member or Members, provided that the Member(s) is charitable and has objects which are similar to the Objects. Otherwise, any such surplus will not be paid to or distributed amongst Members, but will be given or transferred to another institution or corporation which has:**
 - (i) objects which are similar to the Objects;

- (ii) a constitution which requires its income and property to be applied in promoting its objects; and
 - (iii) a constitution which prohibits it from paying or distributing its income and property amongst its Members to an extent at least as great as imposed on the Company by **clause 5.2(b)**.
- (c) The identity of the corporation(s) or institution(s) referred to in **clauses 58(a) and 58(b)** is to be determined:
 - (i) by the Board; or
 - (ii) if the Board does not decide or does not wish to decide, then by the Members;

in writing at or before the time of dissolution and failing such determination being made, by application to the Supreme Court of New South Wales for determination.
- (d) In the event that the Company ever has its endorsement as a DGR revoked, the Company must transfer all remaining gifts, deductible contributions and any money received in respect of such gifts and contributions to another DGR, such DGR to be determined by:
 - (i) the Board; or
 - (ii) failing the Board, the Members; and
 - (iii) failing such determination being made by either the Board or the Members, by application to the Supreme Court of New South Wales for determination.

INDEMNITY

59 Indemnity

To the extent permitted by law every Officer (and former Officer) of the Company shall be indemnified out of the funds of the Company against all costs, expenses and liabilities incurred as such an Officer or employee (or former Officer or employee). However, no such Officer (or former Officer) shall be indemnified out of the funds of the Company under this clause unless:

- (a) it is in respect of a liability to another person (other than the Company or a related body corporate to the Company) where the liability to the other person does not arise out of conduct involving a lack of good faith; or
- (b) it is in respect of a liability for costs and expenses incurred:
 - (i) in defending proceedings, whether civil or criminal, in which judgment is given in favour of the Officer (or former Officer) or in which the Officer (or former Officer) is acquitted; or
 - (ii) in connection with an application, in relation to such proceedings, in which the court grants relief to the Officer (or former Officer) under the Corporations Act.

60 Payment of Indemnity Policy Premium

- (a) To the extent permitted by law the Company may at the discretion of the Board enter into and/or pay a premium in respect of a policy of insurance insuring an Officer (or former Officer) of the Company against any liability incurred by such person in that capacity (whether in respect of acts or omissions prior to or after the date of the issue of the policy or both) except for:
 - (i) a liability arising out of conduct involving a wilful breach of duty in relation to the Company; or
 - (ii) a contravention of sections 182 or 183 of the Corporations Act, or a contravention of Governance Standard 5 in section 45.25 of the ACNC Regulation, as the case may be.
- (b) The Board shall have the discretion to approve the terms and conditions of any such policy of insurance.
- (c) Where an Officer (or former Officer) has the benefit of an indemnity pursuant to an insurance policy in respect of his or her actions or omissions then the Company shall not be required to indemnify the Officer under **clause 59 except to the extent that the indemnity affected by the insurance policy does not fully cover the person's liability.**

61 Indemnity to Continue

The indemnity granted by the Company contained in **clauses 59 and 60 shall continue in full force and effect notwithstanding the deletion or modification of that clause, in respect of acts and omissions occurring prior to the date of the deletion or modification.**

Annexure A Form of Appointment of Proxy

AUSTRALIAN ASSOCIATION FOR ADOLESCENT HEALTH LIMITED (incorporated under the *Corporations Act 2001*)

PROXY FORM

1. Your details

(Please print your name and address)

Name of Member/Representative: _____

ACN/ABN: _____

Address: _____

City: _____

State: _____

Postcode: _____

Telephone: _____

2. Appoints

Name: _____

(Please print name of proxy)

or failing the person so named, or if no person is named, the **Chairperson of the Meeting** to vote in accordance with the following directions or, if no directions have been given, as the proxy or the Chairperson sees fit at the (Annual) General Meeting of Australian Association for Adolescent Health Limited to be held on *[insert date]* commencing at *[insert time]* and at any adjournment thereof.

3. Directions

4. Signature

5. Date