



AUSTRALIAN CAPITAL TERRITORY  
CORPORATIONS LAW  
A COMPANY LIMITED BY GUARANTEE

**CONSTITUTION  
OF THE  
NATIONAL ALLIANCE OF SELF REGULATING HEALTH PROFESSIONS (NASRHP)**

A.C.N 616 219 768  
A.B.N 63 616 219 768

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**1. Name of Company**

1.1. The name of the company is "National Alliance of Self Regulating Health Professions" ("the Company").

**2. Objects**

2.1. The principal objects for which the Company is established are to:

- a) Establish and maintain a framework of standards for self regulating health professions;
- b) Providing a single point of contact for stakeholders and interested parties for matters relating to self regulating health professions;
- c) Advance and promote self regulating health professions;
- d) Increase public confidence in self regulating health professions; and
- e) Advocate for self regulating health professions in the areas of regulation and standards.

**3. Application of Profit**

3.1. The profits (if any) or other income and the property of the Company, however derived, must be applied solely towards the promotion of the objects of the Company as set out in this Constitution, and no part of those profits or that income or property may be paid or transferred, directly or indirectly by way of dividend, bonus or otherwise, to the members of the Company.

This Clause does not prevent the payment in good faith to an officer or member of the Company, or to a firm of which an officer or member is a partner:

- a) Of remuneration for:
  - i. Services rendered to the Company; or
  - ii. Goods supplied in the ordinary course of business; or
- b) Of interest at a rate not exceeding the rate for the time being fixed for the purposes of this Clause by the Board on money borrowed from an officer or member of the Company; or
- c) Of reasonable rent for premises demised or let by an officer or member of the Company.

#### **4. Remuneration of Directors**

4.1. A Director of the Company may not be paid any fees for acting as such, but may be:

- a) Reimbursed expenses incurred in fulfilling duties and responsibilities of directorship; or
- b) Paid remuneration for services rendered to the Company in circumstances permitted by Clause 3.1.

#### **5. Liability of Members**

5.1. The liability of the members is limited.

5.2. Every member of the Company undertakes to contribute to the assets of the Company in the event of it being wound up during the time that they are a member or within one year afterwards for payment of the debts and liabilities of the Company contracted before the time at which they ceased to be a member and of the costs, charges and expenses of its winding up and for the adjustment of the rights of the contributories amongst themselves such amount as may be required not exceeding the sum of fifty dollars (\$50.00).

#### **6. Winding up**

6.1. If on the winding up or the dissolution of the Company and after satisfaction of all its debts and liabilities there remains any property whatsoever, it may not be paid to or distributed among the members of the Company. The property must be given or transferred to another corporation as defined the Corporations Act which:

- a) Is approved by the members in general meeting as the recipient of the property;
- b) Has objects in its Constitution which are principally for the benefit of the public and the advancement of self regulating health professions; and
- c) Limits the recipient in applying its profits (if any) or other income or in promoting its Constitution to substantially the same extent as is provided for in the Constitution.

6.2. If the members of the Company fail to approve a recipient of any surplus property in accordance with 6.1, such a body may be determined by a judge who has or acquired jurisdiction in the matter.

#### **7. Interpretation**

7.1. In the constitution unless the contrary intention appears:

- a) a reference to a Clause is a reference to one of the Clauses in this Constitution;
- b) a reference to a section is a reference to a section of the Corporations Act; and
- c) a reference to the Corporations Act, or to a provision of the Corporations Act, means the Corporations Act or that provision as amended from time to time, or any statute, code or provision enacted in its place and includes regulations and other instruments under it.

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

7.3. Powers conferred on the Company, the Board, a member of the Board or a member may be exercised at any time and from time to time.

7.4. In the constitution unless the contrary intention appears:

- a) **Australian peak professional body** means a peak body which self regulates a specific allied health profession based in Australia.
- b) **Board** means the Board of the Company comprising those Directors referred to in Clause 15;
- c) **By-laws** mean the By-laws of the Company as authorised by this Constitution;
- d) **Category 1 Standards** means the NASRHP membership standards which must be met by a professional body in order to qualify as a member of the Company, either full or provisional.
- e) **Category 2 standards** means the NASRHP membership standards which are able to be demonstrated over a three year period under provisional membership.
- f) **Chairperson** means the person presiding at a general meeting pursuant to Clause 14.5 or the person presiding at a Board meeting pursuant to Clause 18;
- g) **Chair of the Board** means the Chair of the Company's Board elected pursuant to Clause 15.
- h) **Constitution** means the Constitution of the Company as altered or added to from time to time;
- i) **Consumer Director** means a consumer of allied health services;
- j) **Corporations Act** means the Corporations Act 2001 (Commonwealth) as amended from time to time;
- k) **Founding members** means the eight (8) self regulating health professions which founded NASRHP, being:
  - Audiology Australia
  - Australasian Sonographers Association
  - Australian and New Zealand College of Perfusionists
  - Australian Association of Social Workers
  - Australian Orthotic Prosthetic Association
  - Dietitians Association of Australia
  - Exercise and Sports Science Australia
  - Speech Pathology Australia;
- l) **Full member** means an Australian peak professional body who is qualified as such by the Company pursuant to Clause 10;
- m) **NASRHP** means the National Alliance of Self Regulating Health Professions;

- n) **NASRHP membership standards** means the evidence-based national framework of regulatory standards developed by NASRHP and applied to an independent body to approve those Australian peak professional bodies who meet the standards to self regulate and accredit practitioners within that profession;
- o) **Provisional member** means an Australian peak professional body who is qualified as such by the Company pursuant to Clause 9;
- p) **Public officer** means the Company's representative for ensuring that the Company complies with Australian taxation law and for liaising with the Australian Taxation Office concerning the Company's taxation matters.
- q) **Vice-chair of the Board** means the Vice-chair of the Board elected pursuant to Clause 15.

## 8. Membership

- 8.1. All applications to admitted as a member pursuant to Clauses 9 and 10 shall be in such form as the Board shall from time to time prescribe.
- 8.2. An application must be supported by documents and information as the Board shall time to time prescribe.
- 8.3. Pursuant to Clauses 9 and 10 shall be considered by the Board which may approve or reject such application in accordance with the criteria established in the NASRHP membership standards.
- 8.4. There shall be the following classes of membership:
  - a) Provisional; and
  - b) Full.
- 8.5. Provisional and full members of the Company are entitled to notice of general meetings, to attend and vote.
- 8.6. Provisional and full members of the Company are subject to annual reporting requirements as are determined from time to time by the Board.

## 9. Provisional member

- 9.1. An Australian peak professional body which:
  - a) Represents allied health professionals; and
  - b) Meets 100% of the Category 1 standards and demonstrates substantial work towards meeting the Category 2 standards, as outlined in the NASRHP membership standards and application requirements, to self regulate and accredit practitioners within that profession;

is eligible to be admitted as a provisional member of the Company, and may upon application be admitted by the Board subject to payment of any monies owing to the Company.

Provisional membership is available for up to 3 years. Provisional members will be expected to meet 100% of the NASRHP membership standards (Category 1 and 2) in order to achieve full membership in the fourth and ensuing years.

## **10. Full member**

10.1. An Australian peak professional body which:

- a) Represents allied health professionals; and
- b) Meets all standards (Category 1 and 2) at 100% level, as outlined in the NASRHP membership standards and application requirements, to self regulate and accredit practitioners within that profession;

is eligible to be admitted as a full member of the Company, and may upon application be admitted by the Board subject to payment of any monies owing to the Company.

Full membership is available for up to 5 years. To be eligible for membership after 5 years, members will be required to demonstrate continued compliance with the NASRHP membership standards and re-joining application requirements.

## **11. Subscriptions**

11.1. All members (both full and provisional) must pay an annual subscription to the Company as are determined from time to time by the Board.

11.2. Annual subscriptions shall be due and payable as determined by the Board.

11.3. If a member admitted to membership fails to pay to the Company the subscription payable within two months after the date upon which such subscription is payable, such professional body shall cease to be a member, as the case may be, but may be reinstated by the Board in its absolute discretion and upon such terms and conditions as it may see fit.

11.4. Upon a professional body ceasing to be a member, they shall cease to be entitled to or have any interest in any of the property or assets of the Company but shall still be liable to pay to the Company all amounts owing to it at the date of their cessation. Any such amounts may be recovered by the Company in any court of competent jurisdiction as a debt due and owing to the Company.

## **12. Cessation and Suspension of Membership**

12.1. A member desiring to resign from the Company shall give notice in writing to that effect to the Board. Membership ceases upon such notice being lodged with the Board.

12.2. A member ceases to be a member on:

- a) Resignation; or
- b) Failure to pay membership fees to the Company two months after notice; or
- c) Dissolution of the professional body.

12.3. A member, who fails to maintain all NASRHP membership standards, after sufficient notice and opportunity to rectify may be:

- a) Returned to provisional membership status; or
- b) Suspended from membership for a period as determined by the Board; or
- c) Removed from membership of the Company.

### **13. General Meetings**

- 13.1. General meetings of the Company must be convened in accordance with and subject to the provisions of the Corporations Act. Such meetings shall be held at such times and places as are determined by the Board. In addition to any other meeting held by the Company, the Company must hold an annual general meeting at least once in every calendar year and within five months after the end of its financial year.
- 13.2. The Board must, on the requisition of not less than thirty three percent in number of the membership, call a general meeting to be held in accordance with the provisions of the Corporations Act but, in any case, not later than 21 days after the receipt by the Company of the requisition. The meeting is to be held not later than 2 months after the request is given to the company.
- 13.3. The requisition for a general meeting must:
- a) Be in writing
  - b) State any resolution to be proposed at the meeting;
  - c) Be signed by the members making the request; and
  - d) Be given to the Company.
- 13.4. If the Board does not, within 21 days after the deposit of a requisition, proceed to convene a general meeting, the requisitionists, or any of them representing more than 50% of the total voting rights of all of them, may themselves, in the same manner as nearly as possible as that in which meetings are to be convened by the Board, call a meeting, but a meeting so convened must be held within three months from the date of the deposit of the requisition.
- 13.5. Any reasonable expenses incurred by the requisitionists by reason of the failure of the Board to convene a general meeting, will be paid to the requisitionists by the Company.
- 13.6. Subject to the provisions of the Corporations Act relating to special resolutions and agreements for shorter notice, 21 days notice at least, exclusive of the day on which the notice is served or deemed to be served, and the day for which the notice is given, specifying the place, day and the hour of the meeting and in the case of special business the general nature of that business, must be given to such persons as are entitled to receive notices from the Company.
- 13.7. Any meeting referred to in this Clause shall be deemed not to be duly convened by the Board if it does not give notice of the meeting as required by Clause 13.6.

## **14. Proceedings at General Meetings**

- 14.1. The business of an annual general meeting is to receive and consider the profit and loss account, the balance sheet and the reports of the Board and the auditor and to conduct such other businesses may be required under the Corporations Act.
- 14.2. All business other than that referred to in Clause 14.1 which is transacted at an annual general meeting and all business transacted at any other general meeting is special business.
- 14.3. No business shall be transacted at any general meeting unless a quorum of members is present at the time when the meeting proceeds to business. Subject to the provisions of this Clause, 50% of members, at the time the meeting is held, present in person or by duly appointed representative and entitled to vote, shall constitute a quorum.
- 14.4. If within 30 minutes 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 until the same day in the next week at the same time and place or to such other day and such other time as the Board may determine. If at the adjourned meeting a quorum is not present within 30 minutes of the time appointed for the meeting, the meeting is dissolved.
- 14.5. The Chair of the Board shall preside as Chairperson at every general meeting or in the event of their absence, or if there is no Chair of the Board or if they are not present within 15 minutes of the time appointed for the holding of the meeting or are unwilling to act, the Vice-Chair of the Board shall preside as Chairperson of the meeting. In the event of there being no Vice-Chair of the Board or if the Vice-Chair of the Board is not present within 15 minutes of the time appointed for the holding of the meeting or is not willing to act, the members present shall elect one of their number to be Chairperson of the meeting.
- 14.6. The Chairperson may with the consent of any meeting at which a quorum is present, and must if so directed by the meeting, adjourn the meeting from time to time and from place to place. Only unfinished business is to be transacted at a meeting resumed after an adjournment. When a meeting is adjourned, new notice of the resumed meeting must be given if the meeting is adjourned for 1 month or more.
- 14.7.
  - a) At any general meeting a resolution put to the vote of the meeting shall be decided on the show of hands unless a poll is (before or on the declaration of the result of the show of hands) demanded either by the Chairperson or by at least 5 members entitled to vote on the resolution or by proxy.
  - b) Unless a poll is so demanded, a declaration by the Chairperson that a resolution been carried unanimously, carried by a particular majority, lost or not carried by a particular majority from a show of hands. An entry to that effect in the book containing the minutes of proceedings of the Company shall be conclusive evidence of the fact without particulars of the number or proportion of the votes recorded in favour of or against the resolution.
  - c) The demand for a poll may be withdrawn.



- 14.8. A poll demanded on a matter other than the election of a Chairperson or the question of an adjournment must be taken when and in the manner, the Chairperson directs. A poll on the election of a Chairperson or on the question of an adjournment must be taken immediately.
- 14.9. In the case of an equality of votes, whether on a show of hands or on a poll, the Chairperson of the meeting shall be entitled to a second or casting vote.
- 14.10. At any general meeting, each member may vote in person or by proxy. On a show of hands every member present in person shall have one vote. On a poll, every member present in person or by proxy shall be entitled to cast one vote on their own behalf and one vote for every member they represent by proxy.
- 14.11. A challenge to a right to vote at a meeting may only be made at the meeting or adjourned meeting and must be determined by the chair, whose decision is final.
- 14.12. The instrument appointing a proxy must be in writing and duly authorised. A proxy must be an authorised representative or employee from a NASRHP member organisation. The instrument appointing the proxy shall be deemed to confer authority to demand or join in demanding a poll and shall be in the following form or a form as near to the following as circumstances allow:

‘National Alliance of Self Regulating Health Professions  
 I \_\_\_\_\_ being the CEO/Chair of the Board of  
 hereby appoint  
 of  
 as the proxy (member) or failing the member, the Chairperson of the meeting to vote on behalf  
 of the organisation at the Annual General/General Meeting of the National Alliance of Self  
 Regulating Health Professions, to be held on the  
 day of \_\_\_\_\_ in the year of, \_\_\_\_\_ and at any adjournment.  
 Signed this \_\_\_\_\_ day of \_\_\_\_\_ in the year of \_\_\_\_\_  
 This form is to be used \* in favour of the resolution  
 against

.....  
 SIGNATURE OF CEO/Chair of the Board  
 \*Strike out whichever is not desired.

(Unless otherwise instructed the proxy may vote as they think fit).’

- 14.13. The instrument appointing a proxy, if any, under which it is signed must be deposited with the Company not less than 48 hours before the time for holding the general meeting or adjourned general meeting at which the person named in the instrument proposes to vote or in the case of a poll not less than 24 hours before the time appointed for the taking of the poll and, in default, the instrument of proxy shall not be treated as valid.
- 14.14. A vote cast by a proxy is valid notwithstanding the previous revocation of that person's authority by the death of the principal or otherwise, unless an intimation in writing of the revocation or transfer has been received by the Company before the vote is cast.

- 14.15. The Board may from time to time by resolution invite representatives of any corporation, association, organisation, group, university or any branch, Department of Government (either Federal, State or Municipal) or any other person to attend a general meeting. Any such representative or person so invited shall have the right to attend that general meeting and, with the consent of the Chair of the Board, may take part in all discussions but shall not be entitled to vote.
- 14.16. The contemporaneous linking together by telephone or other means of instantaneous communication ("telephone") of a number of the members, being at least a quorum, whether or not any one or more of them is out of Australia, is to be deemed to constitute a general meeting. All the provisions of the Constitution as to proceedings at general meetings apply to such a meeting if the following conditions are met:
- a) All the member entitled to notice of a general meeting received notice of the meeting and for this purpose notice of the meeting may be given on the telephone;
  - b) All the members wanting to take part in the meeting are linked by telephone for the purposes of the meeting; and
  - c) At the commencement of the meeting each member taking part acknowledges the respective member's presence for the purposes of the meeting to all other members taking part and acknowledges that the member is able to hear each of the other members taking part.
  - d) A member may not leave a telephone meeting by disconnecting the telephone without the consent of the Chairperson of the meeting and a member is to be deemed to be present and form part of the quorum throughout the meeting unless the member has obtained the consent of the Chairperson of the meeting to leave the meeting.
  - e) A minute of the proceedings at a telephone meeting is sufficient evidence of the proceedings and the observance of all necessary formalities if it is certified as a correct minute by the Chairperson of the meeting.

## **15. The Board**

- 15.1. The Board shall comprise of a maximum of 12 Directors and a minimum of 11 Directors.
- 15.2. The Board will constitute Directors from the following representative areas:
- a) Minimum of three (3) and maximum of four (4) external Directors with skills of importance as identified by the Board with a minimum of one consumer Director;
  - b) A representative from each of the eight (8) NASRHP's founding members.
- 15.3. Except as provided by Clause 15.4, the Directors will hold office for a two year term, commencing from the conclusion of the annual general meeting at which they are declared elected.
- 15.4. Half of the initial Board Directors from each representative area will hold office for a single three year term, commencing from the conclusion of the annual general meeting at which they are declared elected to allow for Board rotation. That is, one external

Director, one consumer Director, and 4 founding member Directors. This Clause will terminate three years after the appointment of the first Board.

15.5. The nomination and election of the Directors shall be conducted in accordance with any By-laws.

15.6. A member of the Board may:

- a) Receive payment or reimbursement for all or some of their expenses relating to their responsibilities;
- b) Be paid for consultancy services to the Company;
- c) Receive a consultancy fee, where the consultancy has been approved by a resolution of the Board in accordance with any By-laws.

15.7. The Chair of the Board:

- a) Will be elected by the Board from among the Directors;
- b) Will be appointed at the first Board meeting after the vacancy of the office of the Chair pursuant to subparagraph c) of this Clause; and
- c) Except as provided by Clause 15.9 shall hold office until the conclusion of the second annual general meeting following the election of the Chair of the Board.

15.8. The Vice-Chair of the Board:

- a) Will be elected by the Board amongst its members;
- b) Will be appointed at the first Board meeting after the annual general meeting in any given year; and
- c) Except as provided by Clause 15.9 shall hold office until the conclusion of the next annual general meeting.

15.9. The Board may by resolution passed by a two thirds majority:

- a) Remove the Chair of the Board from office and appoint another Director as Chair of the Board for the balance of the term of the person so removed; and
- b) Remove the Vice-Chair of the Board from office and appoint another Director as Vice-Chair of the Board for the balance of the term of the person so removed.

Any resolution passed pursuant to this Clause shall effect the removal of a Director from the office of Chair or Vice-Chair only, and shall not affect that Director's appointment as a Director. Any Director removed from the office of Chair or Vice-Chair shall continue as a member of the Board until the end of their term or the office is otherwise vacated pursuant to this Constitution.

15.10. If, at any time and for any reason, there is a vacancy on the Board, the Board may appoint another Director for the balance of the term of the person so removed. If the term of the appointment of a Director under this Clause is longer than twelve months, then the appointment of the Director by the Board must be confirmed by resolution at the Company's next annual general meeting.

15.11. The Company in general meeting may by ordinary resolution and passed in accordance with section 203D of the Corporation Act remove any Director from office.

15.12. A member of the Board shall be deemed to have vacated their office if the member:

- a) Ceases to be a member of the Board by virtue of the law;
- b) Becomes bankrupt or insolvent or makes any arrangements with creditors generally;
- c) Becomes prohibited from being a member of the Board by reason of any order made under the Corporations Act;
- d) Becomes a person whose person or estate is liable to be dealt with under any law relating to mental health;
- e) Resigns their office by notice in writing to the Board;
- f) Is absent without permission of the Board from two consecutive meetings;
- g) Becomes an employee of the Company; or
- h) Who represents a NASRHP founding member, ceases to be a member or employee of the professional body.

15.13. Terminating Clause: The composition of the Board shall be reviewed three years after the establishment of the Company to ensure appropriate governance structure after the initial establishment period.

## **16. Alternate Members of the Board**

16.1. If a member of the Board is unable to act for one period exceeding three months a casual vacancy will arise which must be filled in accordance with Clause 15.9 during their inability at any time to act as such a member.

This Clause does not apply to the Chair of the Board.

16.2. Any person, while holding office as an alternate member of the Board shall be entitled to receive notice of meetings of the Board and to attend and vote and to exercise all the powers of the appointer in their place.

16.3. An alternate member of the Board shall automatically vacate office if their appointer vacates office as a member of the Board or removes the appointee from office.

16.4. Any appointment or removal under this Clause must be effected by notice in writing under the hand of the member of the Board making the same addressed to the Executive Officer.

16.5. The provisions of Clause 15.6 apply in the case of an alternate member of the Board with such modifications as are necessary to suit the circumstances.

## **17. Powers and Duties of the Board**

17.1. Subject to the Corporations Act and to any other provisions of the Constitution, the business of the Company is managed by the Board which may exercise all such powers

of the Company as are not, by the Corporations Act or the Constitution, required to be exercised by the Company in general meeting.

17.2. The Board may borrow or raise money for the Company and secure the repayment, satisfaction or performance thereof or of any debts liabilities contracts or obligations incurred or undertaken by the Company in such manner and on such terms in all respects as it thinks fit.

17.3. The Board may engage all such officers and employees as it may consider necessary.

17.4. The Board must cause minutes to be made:

- a) Of all appointments of officers;
- b) Of the names of members of the Board present at all meetings of the Board;
- c) Of all proceedings of general meetings and of meetings of the Board;

and to cause those minutes to be entered, within one month after the relevant meeting is held, in the minute book.

17.5. The minutes referred to in Clause 17.4 shall be signed by the Chairperson of the meeting at which the proceedings took place or by the Chairperson of the next succeeding meeting.

## **18. Proceedings of the Board**

18.1. The Board shall meet at such times and places as may be determined from time to time by it and in the absence of any such determination at such times and places on the instructions of the Chairperson or on the requisition of a member of the Board shall notify Board members.

18.2. Every member of the Board except the Chairperson at the meeting shall have one vote but in the event of there being an equality of votes the Chairperson shall have a casting vote.

18.3. Not less than 21 days notice is to be given to every member of the Board of any meeting specifying the time, place and general nature of the business of such meeting but where the Chair of the Board consider an emergency exists they may take such steps as they consider necessary to notify member of the Board of the proposed meeting, notwithstanding that 21 days notice has not been given.

18.4. A member of the Board who is not within Australia shall be entitled to receive notice of a meeting of the Board.

18.5. A quorum for a meeting of the Board shall be one half in number of its members for the time being or the closest whole number above that fraction.

18.6. The Board may act, notwithstanding any vacancy in its body, but if and so long as its number is reduced below six, the Board may act for the purpose of:

- a) Dealing with business of an urgent nature;
- b) Summoning a general meeting of the Company;

But for no other purpose.

- 18.7. At every meeting of the Board, the Chairperson shall preside unless the Chairperson is unwilling to act or is absent, in which case the Vice-Chair of the Board shall preside. If the Vice-Chair of the Board is unwilling to act or is absent then after 15 minutes have elapsed after the time appointed for the meeting, the members of the Board present, provided they constitute a quorum, may elect another person as Chairperson of that meeting.
- 18.8. All acts done by any meeting of the members of the Board or by any person acting as such shall notwithstanding that it be afterwards discovered there was some defect in the appointment of any such members or person acting as such or that they 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.
- 18.9. A resolution approved in writing signed by at least the number of members of the Board which constitutes a quorum shall be valid and effectual as if it had been passed at a meeting of the Board duly convened and held provided that the resolution was provided in a notice to all member of the Board entitled to receive notice of a meeting of the Board. Any such resolution may consist of several documents, in like form, each signed by one or more Board members.
- 18.10. The contemporaneous linking together by telephone or other means of instantaneous communication ("telephone") of a number of the Directors, being at least a quorum, whether or not any one or more of them is out of Australia, is to be deemed to constitute a meeting of the Directors. All the provisions of the Constitution as to meetings of the Directors apply to such a meeting if the following conditions are met:
- a) All the Directors entitled to notice of a meeting of the Directors received notice of the meeting and for this purpose notice of the meeting may be given on the telephone;
  - b) All the Directors wanting to take part in the meeting are linked by telephone for the purposes of the meeting; and
  - c) At the commencement of the meeting each Director taking part acknowledges the respective Director's presence for the purposes of the meeting to all other Directors taking part and acknowledges that the Director is able to hear each of the other Directors taking part.
  - d) A Director may not leave a telephone meeting by disconnecting the telephone without the consent of the Chairperson of the meeting and a Director is to be deemed to be present and form part of the quorum throughout the meeting unless the Director has obtained the consent of the Chairperson of the meeting to leave the meeting.
  - e) A minute of the proceedings at a telephone meeting is sufficient evidence of the proceedings and the observance of all necessary formalities if it is certified as a correct minute by the Chairperson of the meeting.

## **19. Accounts**

19.1. The Board must cause proper accounts to be kept with respect to:

- a) All sums of money received and expended by the Company and the manner in respect of which the receipt and expenditure takes place;
- b) All sales and purchases of real and personal property by the Company; and
- c) The assets and liabilities of the Company.

19.2. Such accounts shall be kept at the registered office of the Company or at such other place (subject to the Corporations Act) as the Board thinks fit, and must always be open to inspection by members of the Board.

19.3. The Board may from time to time determine at what times and places and under what conditions and regulations the accounts and books of the Company or any of them may be open to inspection by members not being persons who are members of the Board.

19.4. The Board shall from time to time in accordance with the provisions of the Corporations Act cause to be prepared and laid before the Company in general meeting such income and expenditure accounts, balance sheets and reports as are required.

## **20. By-laws**

20.1. The Board shall have power from time to time to 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 from time to time such By-laws.

20.2. Notwithstanding the provisions of Clause 20.1, the Company in general meeting, may amend or repeal any By-law made by the Board.

20.3. A By-law must:

- a) Be subject to the Constitution;
- b) Be consistent with any provision contained in the Constitution; and
- c) When in force, be binding on all members and shall have the same effect as this Constitution.

## **21. Notices**

21.1. A notice may be given by the Company to any member either personally, by electronic means to their registered e-mail address or by sending it by post to them at their registered address. Where a notice is sent by post service the notice shall be deemed to be effective by properly addressing, pre-paying and posting a letter containing the notice and to have been effective in the case of a notice of a general meeting on the day after its posting and in any other case at the time at which the letter would be delivered in the ordinary course of post.

21.2.

- a) Notice of every general meeting must be given in any authorised manner to every member and to the Auditor for the time being of the Company.
- b) No other person shall be entitled to receive notice of a general meeting.

## **22. Indemnity and Insurance**

22.1. This Clause applies:

- a) To each person who is or has been a Director, or alternate Director.
- b) To such other officers or former officers of the Company or of any related bodies corporate as the directors in each case determine; and

22.2. Indemnity

The Company must indemnify, on a full indemnity basis and to the full extent permitted by law, each person to whom this Clause applies for all losses or liabilities incurred by the person as an officer of the company including, but not limited to, a liability for negligence or for reasonable costs and expenses incurred:

- a) In defending proceedings, whether civil or criminal, in which judgment is given in favour of the person or in which the person is acquitted; or
- b) In connection with an application, in relation to such proceedings, in which the Court grants relief to the person under the Corporations Act.

22.3. Extent of Indemnity

The indemnity in Clause 22.2:

- a) Is a continuing obligation and is enforceable by a person to whom Clause 22.2 applies even though that person may have ceased to be an officer of the company; and
- b) Operates only to the extent that the loss or liability in question is not covered by insurance.

22.4. Insurance

The company may, to the extent permitted by law:

- a) Purchase and maintain insurance; or
- b) Pay or agree to pay a premium for insurance;

For any person to whom this Clause 22.4 applies against any liability incurred by the person as an officer of the company including, but not limited to, a liability for negligence or for reasonable costs and expenses incurred in defending proceedings, whether civil or criminal and whatever their outcome.



## 22.5. Savings

Nothing in Clauses 22.2 or 22.4:

- a) Affects any other right or remedy that a person to whom those paragraphs apply may have in respect of any loss or liability referred to in those paragraphs; or
- b) Limits the capacity of the Company to indemnify or provide or pay for insurance for any person to whom those paragraphs do not apply.