



HopgoodGanim

LAWYERS

Constitution of Multiple Sclerosis Australia ACN 008 515 508

Corporations Act 2001 (Cth)

A Company Limited by Guarantee

This constitution was adopted on 26 November 2020

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Table of Contents



- Constitution of Multiple Sclerosis Australia1**
- ACN 008 515 5081**
- 1. Introduction1**
 - 1.1 **Definitions and Interpretation1**
 - 1.2 **Interpretation3**
 - 1.3 **Application of the Corporations Act4**
 - 1.4 **Business Days4**
 - 1.5 **Registered Office4**
 - 1.6 **Changes to the Constitution4**
- 2. Name and Objects5**
 - 2.1 **Name5**
 - 2.2 **Type5**
 - 2.3 **Core purpose5**
 - 2.4 **Objects5**
 - 2.5 **Power and Exercise of power6**
- 3. Not for profit6**
 - 3.1 **Application of income and property6**
- 4. Membership7**
 - 4.1 **General7**
 - 4.2 **Categories of membership7**
 - 4.3 **Admission of Ordinary Members7**
 - 4.4 **Election of Life Members8**
 - 4.5 **Life Recognition9**
 - 4.6 **Members rights, privileges and duties9**
 - 4.7 **Cessation of Membership10**
 - 4.8 **Register of Members11**
 - 4.9 **Liability of Members12**
 - 4.10 **General12**
- 5. Dispute resolution and Discipline of Members12**
 - 5.1 **Dispute resolution12**
 - 5.2 **Discipline13**
- 6. Membership Fees14**
 - 6.1 **Membership Fees14**
 - 6.2 **Non-Payment of Fees14**
 - 6.3 **Deferral or reduction of subscriptions14**
- 7. Meetings of the Company15**
 - 7.1 **General15**
 - 7.2 **Quorum at Meetings16**
 - 7.3 **Chair at Meetings16**
 - 7.4 **Right of non-members to attend general meeting16**
 - 7.5 **Conduct of General Meetings17**
 - 7.6 **Adjournments of Meetings17**
 - 7.7 **Voting rights of Members17**
 - 7.8 **Casting vote18**
 - 7.9 **Proxies18**
 - 7.10 **Powers of Attorney19**
 - 7.11 **Right to appoint representative19**
 - 7.12 **Appointing instrument to be deposited with Company19**
 - 7.13 **Authority given by appointment20**
 - 7.14 **Revocation and invalidity of instruments21**
 - 7.15 **Telecommunications Meeting21**
 - 7.16 **Circulating resolutions21**
- 8. The Board of Directors22**
 - 8.1 **Constitution of the Board22**
 - 8.2 **Ordinary Directors22**
 - 8.3 **Special Skills Directors23**
 - 8.4 **Chair and Deputy Chair23**
 - 8.5 **Vacation of office of Director24**
 - 8.6 **Qualification of Directors and alternate Directors25**

Index to Constitution



8.7	Remuneration of Directors.....	25
8.8	Directorships in other companies.....	26
8.9	Alternate Directors.....	26
8.10	Directors' meetings.....	27
8.11	Chair of Board meetings.....	28
8.12	Defective appointment of Directors.....	29
8.13	Delegation to committees.....	29
8.14	Minutes of Meetings.....	29
8.15	Duties of Directors.....	29
8.16	General powers of Directors.....	30
8.17	Borrowing powers of Directors.....	30
8.18	Disclosure of Interests.....	31
8.19	Directors' Material Personal Interests.....	31
8.20	Directors' Financial Benefits.....	31
9.	Telecommunication Meetings.....	32
9.1	Telecommunication Meeting.....	32
9.2	Conduct of Telecommunication Meeting.....	32
10.	General administration.....	33
10.1	Attorneys for Company.....	33
10.2	Execution of documentation.....	33
10.3	Bills of exchange.....	33
10.4	Company Secretary.....	33
10.5	Public Officers.....	34
11.	Financial statements.....	34
11.1	Accounts.....	34
11.2	Directors report.....	35
11.3	Distribution of accounts.....	35
11.4	Inspection of books of account.....	35
11.5	Accounts conclusive.....	35
11.6	Audit.....	35
12.	Miscellaneous.....	35
12.1	Confidential information.....	35
13.	Notices.....	36
13.1	Methods of service under this Constitution.....	36
13.2	Time.....	36
14.	Indemnity and liability of Directors and other Officers.....	36
14.1	Indemnity.....	36
14.2	Reliance on indemnity.....	36
14.3	Insurance premium.....	37
15.	Winding up.....	37
15.1	Winding up.....	37
15.2	Contributions of Members on winding up.....	37
15.3	Excess property on winding up.....	37
15.4	Notifying the ACNC and ATO of alterations to this Constitution.....	38
15.5	Applicable not-for-profit laws.....	38



1. Introduction

1.1 Definitions and Interpretation

In this Constitution, unless a contrary intention appears:

AGM means an annual general meeting of the Company duly convened;

ASIC means the Australian Securities and Investments Commission;

ACNC Act means *Australian Charities and Not-for-profits Commission Act 2012* (Cth) and any other legislation relating to the establishment or operation of an Australian charities commission and/or a national regulatory framework and/or national education body or otherwise for the not-for-profit sector, and includes:

- (a) any regulations made under that Act or any other such legislation; and
- (b) any rulings or requirements of the Commissioner of the Australian Charities and Not-for-profits Commission under that Act, or any commissioner or body under any other such legislation, having application to the Company,

as amended from time to time;

Business Day means a day on which banking institutions generally are open in Sydney but excluding Saturdays, Sunday and public holidays;

Carer means a person whose life is affected by caring for a person with Multiple Sclerosis, other neurological diseases and/or other chronic neurological conditions.

Chair means the person elected as the Chair of the Board of Directors in accordance with clause 8.4 or, as the context permits, the person presiding as the chair of a General Meeting in accordance with clause 7.3 or the person presiding as the chair of a meeting of Directors in accordance with clause 8.11;

Code of Ethics means the code of ethics and behaviour (if any) required of Members and set down from time to time by the Board in the Regulations;

Company means Multiple Sclerosis Australia ACN 008 515 508;

Company Secretary means the person appointed by the Company as company secretary from time to time;

Constitution means this constitution of the Company as amended from time to time and a reference to a particular clause is a reference to a particular clause in this constitution;

Corporations Act means the *Corporations Act 2001* (Cth), as amended from time to time.

Directors or the Board means the whole or any number of the Directors of the Company for the time being assembled at a meeting of Directors, being not less than a quorum, or such one or more of them as shall have authority to act for the Company;

Director means any person acting as a director of the Company pursuant to the provisions of this Constitution, including an alternate director;

EGM means a general meeting of the Company duly convened, excluding an AGM;



Eligible Recipient means a body corporate in Australia that:

- (a) has one or more objects or purposes similar to, or inclusive of, the Objects and that agrees to use any distribution or transfer provided by the Company to further such objects or purposes;
- (b) is registered as a charity with the Australian Charities and Not-for-profits Commission;
- (c) is endorsed as a deductible gift recipient within the meaning of the Tax Act; and
- (d) by law or its constituent rules, is prohibited from distributing, and does not distribute, its income and property amongst its members (either while it is operating or on winding up) to an extent at least as great as is imposed on the Company.

Financial Benefit means an interest of the kind set out in Chapter 2E of the Corporations Act;

General Meeting means any meeting of Members comprising an AGM or an EGM;

Insolvency Event means:

- (a) in the case of a natural person, if that person commits any act of bankruptcy or calls or threatens to call any meeting with a view to entering into a composition or arrangement with his or her creditors; and
- (b) in the case of a body corporate or other association, if:
 - an application is made or an effective resolution is passed for the winding up or dissolution of the body corporate or association other than as part of an internal reorganisation or reconstruction (including as part of a conversion to an incorporated association or company limited by guarantee);
 - a receiver, receiver and manager, liquidator, provisional liquidator, official manager or administrator is appointed or proposed to be appointed to the body corporate or association;
 - if the body corporate is struck off the register pursuant to Chapter 5A of the Corporations Act or a notice is published pursuant to Section 601AB of the Corporations Act;
 - the body corporate reduces or attempts to reduce its issued capital;
 - the body corporate or association convenes a meeting of its creditors or proposes or enters into any scheme of arrangement or composition for the benefit of its creditors;
 - the body corporate or association shall be unable to pay its debts as and when they fall due for payment.

Life Member means a natural person admitted to membership of the Company in accordance with clause 4.4 or who is a Life Member as at the date of adoption of this Constitution;

Material Personal Interest means an interest of the kind set out in section 191 of the Corporations Act;

Member means an Ordinary Member or a Life Member;



Multiple Sclerosis means a progressive disease that attacks the central nervous system and that can affect multiple functions of the body as a consequence of such disease.

Objects means the objects of the Company as set out in clause 2.4;

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

Officer has the meaning ascribed to that term in section 9 of the Corporations Act;

Ordinary Director means a person appointed by an Ordinary Member as a Director in accordance with clause 8.2.

Ordinary Member means an Organisation admitted to membership of the Company in accordance with clause 4.3 or which is an Ordinary Member as at the date of adoption of this constitution as specified in clause 4.3(a).

Organisation means any association or corporation formed in any State whether incorporated or unincorporated:

- (a) having objects substantially similar to the Objects; and
- (b) being subject to restrictions on distribution of income or property to at least the extent set out in this Constitution.

Person and words importing "*persons*" includes partnerships, associations (whether incorporated or not), corporations and bodies corporate;

Register means the register of Members kept pursuant to the Corporations Act and clause 4.8;

Regulations means the regulations of the Company, approved and adopted from time by the Board pursuant to the power afforded by clause 8.16(c);

Special Resolution has the meaning given in the Corporations Act.

Special Skills Director means a person appointed by the Board as a Director in accordance with clause 8.3.

State means any State of the Commonwealth of Australia and includes each of the Australian Capital Territory and Northern Territory.

Surplus Assets means any assets of the Company that remain after paying all debts and other liabilities of the company, including the costs of winding up, dissolution or deregistration.

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

Telecommunications Meeting means a meeting held by telephone, audio or audio-visual communication or any other technology (or any combination of these technologies), which gives each Director at a meeting of Directors or the Ordinary Members as a whole at a General Meeting a reasonable opportunity to participate, including to hear and be heard.

1.2 Interpretation

- (a) Unless the contrary intention appears, a reference in this Constitution to:
 - (1) one gender includes the others;



- (2) the singular includes the plural and the plural includes the singular;
 - (3) a person, partnership, corporation, trust, association, joint venture, unincorporated body, Government Body or other entity includes any other of them;
 - (4) an item, recital, clause, subclause, paragraph, schedule or attachment is to an item, recital, clause, subclause, paragraph of, or schedule or attachment to, this Constitution and a reference to this Constitution includes any schedule or attachment;
 - (5) any statute, ordinance, code or other law includes regulations and other instruments under any of them and consolidations, amendments, re-enactments or replacements of any of them.
- (b) The words include, including, such as, for example and similar expressions are not to be construed as words of limitation.
 - (c) Where a word or expression is given a particular meaning, other parts of speech and grammatical forms of that word or expression have a corresponding meaning.
 - (d) Headings, any table of contents or index and drafting notes are for convenience only and do not affect the interpretation of this Constitution.

1.3 Application of the Corporations Act

- (a) The replaceable rules in the Corporations Act do not apply to the Company.
- (b) Any mandatory provision of the Corporations Act shall be incorporated into and, in the event of any conflict, apply instead of any provision of this Constitution, subject to the ACNC Act.
- (c) Where an expression is used in a manner consistent with a provision of the Corporations Act, the expression has the same meaning as in that provision.

1.4 Business Days

- (a) If anything under this Constitution must be done on a day that is not a Business Day, it must be done instead on the next Business Day.
- (b) If an act is required to be done on a particular day, it must be done before 5.00pm (Australian Eastern Standard Time) on that day or it will be considered to have been done on the following day.

1.5 Registered Office

The Office of the Company shall be at such place as the Directors shall from time to time appoint.

1.6 Changes to the Constitution

Any amendment to, or replacement of, this Constitution will be valid only if passed by way of a Special Resolution of Ordinary Members.

2. Name and Objects

2.1 Name

The name of the company is Multiple Sclerosis Australia.

2.2 Type

The Company is a not-for-profit public company limited by guarantee which is established to be, and to continue as, a charity.

2.3 Core purpose

The Company's core purpose is to achieve the best possible outcomes for those living with Multiple Sclerosis, other neurological diseases and/or other chronic neurological conditions now and in the future by:

- (a) advocating with and for those living with Multiple Sclerosis, other neurological diseases and/or other chronic neurological conditions including serving as the national voice;
- (b) building strong and productive relationships with government and other key stakeholders;
- (c) positioning research in Australia as being world leading and committed to finding cures, better treatments, and preventative strategies for Multiple Sclerosis, other neurological diseases and/or other chronic neurological conditions;
- (d) promoting and supporting the delivery of better treatments and improved management of Multiple Sclerosis, other neurological diseases and/or other chronic neurological conditions; and
- (e) increasing fundraising to grow research capacity and at the same time, ensuring that everyone with Multiple Sclerosis, other neurological diseases and/or other chronic neurological conditions has effective care and support.

2.4 Objects

The Objects and charitable purposes of the Company are to:

- (a) provide assistance to people who have been diagnosed with Multiple Sclerosis, other neurological diseases and/or other chronic neurological conditions. This assistance will be provided to:
 - (1) people who have been diagnosed with Multiple Sclerosis, other neurological diseases and/or other chronic neurological conditions, and their families and Carers, to assist people who have been diagnosed to access and participate in, as far as they are able, all facets of life and to remove barriers that prevent them from enjoying equal access, opportunities and participation within the community; and
 - (2) Ordinary Members with similar purposes in recognition of the role of the Ordinary Members in the provision of services to people with Multiple Sclerosis, other neurological diseases and/or other chronic neurological conditions in the various States; and
 - (3) other organisations with similar purposes;



- (b) promote, develop, foster and support research into the cause, cure, effects and treatments of Multiple Sclerosis, other neurological diseases and/or other chronic neurological conditions, including the incidence, prevalence, economic, social and other effects of Multiple Sclerosis, other neurological diseases and/or other chronic neurological conditions on people and their Carers affected by these things by;
 - (1) soliciting and accepting donations and grants for such purposes;
 - (2) providing funds to other institutions or organisations provided such funds are applied exclusively for such purposes;
 - (3) establishing and granting bursaries, exhibitions, scholarships, prizes, fellowships and gratuities to persons for these purposes and making payments towards the expenses of such persons by way of grants for travelling, books, materials, accommodation, equipment or otherwise;
 - (4) delivering and holding lectures, exhibitions, classes and conferences calculated directly or indirectly to advance these purposes; and
 - (5) establishing and maintaining a public fund or funds to be used for these purposes, and soliciting and accepting donations, gifts and grants for such fund or funds.
- (c) provide and engage in education of the public and members of parliaments in the effects of Multiple Sclerosis, other neurological diseases and/or other chronic neurological conditions and advocate on behalf of and with people affected by Multiple Sclerosis, other neurological diseases and/or other chronic neurological conditions; and
- (d) do all such lawful things as are necessary, incidental or conducive to the advancement of any or all of the core purposes referred to in clause 2.3, the Objects in this clause 2.4 and to enable the Members to receive the benefits which these Objects are intended to achieve.

2.5 Power and Exercise of power

- (a) Subject to clause 3, the Company has the following powers:
 - (1) the powers of an individual, and
 - (2) all the powers of a company limited by guarantee under the Corporations Act.
- (b) The Company can only exercise its powers to:
 - (1) carry out the Objects of the Company set out in clause 2.4 of this Constitution; and
 - (2) do all things incidental or convenient in relation to the exercise of power under clause 2.3 of this Constitution.

3. Not for profit

3.1 Application of income and property

The income and property of the Company must only be applied towards the promotion of the Objects of the Company as set out in this Constitution and no portion of the assets and income



of the Company may be distributed directly or indirectly to the Members of the Company except:

- (a) in respect of the following matters as approved by the Board from time to time:
 - (1) interest on money lent by the Member to the Company at a rate not exceeding the rate charged by Australian banks for overdrawn accounts;
 - (2) paying a Member for goods or services they have provided to the Company or expenses they have properly incurred on behalf of the Company at fair and reasonable rates or rates more favourable to the Company, as approved by the Board from time to time;
 - (3) reasonable and proper rent for premises let by any Member to the Company; or
 - (4) distribution of net income from specific programs operated nationally on behalf of any one or more Members;
 - (5) without limitation to (4), making a distribution or transfer to a Member, but only if:
 - (A) the Member is an Eligible Recipient and the distribution or transfer is in furtherance of the Objects; and
 - (B) the other Members have approved such distribution or transfer by a simple majority; or
- (b) as provided in clause 15.3.

4. Membership

4.1 General

- (a) A person who becomes a Member agrees to observe and perform the provisions of this Constitution, and any Regulations which may be made in accordance with this Constitution.
- (b) Subject to the provisions of this Constitution, the number of Members of the Company shall be unlimited.

4.2 Categories of membership

Members of the Company shall fall into:

- (a) Ordinary Members; and
- (b) Life Members.

4.3 Admission of Ordinary Members

- (a) The Ordinary Members as at the date of adopting this Constitution are:
 - (1) The Multiple Sclerosis Society of Western Australia (Incorporated) A159/72;
 - (2) The Multiple Sclerosis Society of South Australia and Northern Territory Incorporated SA A2777;



- (3) Multiple Sclerosis Society of Queensland; and
- (4) Multiple Sclerosis Limited ACN 004 942 287.
- (b) Any Organisation is entitled to apply to become an Ordinary Member.
- (c) Every application for membership shall:
 - (1) be accompanied by a joining fee of \$5.00 or other such amount as the Board may from time to time determine;
 - (2) be accompanied by the annual subscription for the year in which the application will be determined or that part of the annual subscription as the Board may from time to time determine;
 - (3) include an undertaking by the applicant that if admitted to membership the applicant will at all times faithfully observe and comply with and abide by this Constitution; and
 - (4) include such other information and documents as may be determined from time to time by the Board.
- (d) Every application for membership of the Company shall be submitted to the Board which may, subject to clause 4.3(e), approve or refuse such application without assigning any reason for its decision.
- (e) Except in the case of an application for membership of the Company by an Organisation which:
 - (1) is listed in clause 4.3;
 - (2) is a successor in law to an Organisation which is listed in clause 4.3; or
 - (3) has demerged from an Organisation which is listed in clause 4.3 where there is no other Organisation operating in the same State which is an existing Ordinary Member,approval of an application for membership under clause 4.3(d) is conditional upon the application for membership also being approved by way of Special Resolution of the Ordinary Members.
- (f) On approval of the applicant to membership the Company Secretary shall cause the applicant's name and such other particulars as may be required to be entered in the Register.
- (g) The Board may prior to considering any application for membership require that the applicant furnish such additional information relevant to the application as may in the opinion of the Board be necessary and reasonable.
- (h) If an application for membership of the Company is refused the amount of the annual subscription paid by the applicant under clause (c)(2) shall be refunded to the applicant.

4.4 Election of Life Members

Life Members may be elected at any AGM of the Company on the following basis:



- (a) Life Members shall be restricted to those persons who have contributed to furthering the Objects by their participation in the activities of the Company and or its Members for a total period of at least 10 years or for outstanding achievement involving meritorious, commendable or praiseworthy service of a high degree and who are nominated in writing by a Member or the Board for election at an AGM of the Company.
- (b) Names of nominees for life membership shall be submitted to the Company Secretary at least 30 days prior to the AGM at which such nominees are to be proposed for election as Life Members. A history of the service of each nominee for election as a Life Member shall accompany the nomination.
- (c) Nominees for election as Life Members are to be elected by way of Special Resolution at the AGM.
- (d) Not more than 2 Life Members shall be elected at any one AGM.

4.5 Life Recognition

- (a) The Board may, from time to time, determine the basis on which an individual may be recognised for their contribution to furthering the Objects by way of an award of 'Life Recognition'. Such an award will not constitute membership in the Company and will not give rise to any rights of membership in the Company.
- (b) The Board's actions in accordance with clause 4.5(a) shall be separate to and without limitation to the election of Life Members in accordance with clause 4.4

4.6 Members rights, privileges and duties

- (a) All Members shall, so far as they are able, take part in the activities of the Company and shall aid the Company in the attainment of its Objects from time to time.
- (b) All Members admitted to membership shall be deemed to have accepted and be bound by this Constitution (including all variations, amendments and alterations of this Constitution).
- (c) All Members shall take all necessary and reasonable steps to ensure that resolutions of the Board and the Company at a Meeting from time to time are carried out and observed by them.
- (d) All Members shall meet all subscriptions, fees, levies and other financial obligations in a proper and timely manner, as determined by the Board from time to time.
- (e) The rights of membership in the Company are not transferable.
- (f) All Members shall have the right to receive notice of and attend General Meetings of the Company (either personally or by their proxy, attorney or representative).
- (g) All Ordinary Members shall have the right to either personally or by their proxy, attorney or representative vote at General Meetings of the Company as provided for in clause 7.7.
- (h) Life Members shall not have the right to vote at General Meetings of the Company.
- (i) All Members shall have the right to exercise such other rights as are granted by the Constitution or by law.



4.7 Cessation of Membership

- (a) Any Ordinary Member may resign from the Company by giving to the Company Secretary notice in writing of the Member's intention to do so. Such resignation shall take effect at the expiration of 1 month from the date of service of that notice, except where there is a sole Member in which case the notice period will be 3 months' from the date of service of that notice.
- (b) Any Life Member may resign from the Company by giving to the Company Secretary notice in writing of the Member's intention to do so. Such resignation shall take effect immediately on receipt of that notice by the Company Secretary. A Life Member will also cease to be a Member if they die.
- (c) A Member who resigns in accordance with clause 4.7(a) will pay to the Company all monies accruing at the date of the service of the notice referred to in clause 4.7(a) which may be owing by the Member to the Company and that become payable by the Member up to and including the date upon which the resignation takes effect.
- (d) The Board may (in addition to any other right it may exercise under this Constitution) resolve to censure, suspend or expel any Member (in this clause called the **Cited Member**) for:
 - (1) any misconduct;
 - (2) action or omissions injurious to the Company;
 - (3) any matter which in the opinion of the Board is contrary to the interests of the Company;
 - (4) any conduct which in the opinion of the Board is unbecoming of a Member or prejudicial to the interests, image or welfare of the Company;
 - (5) making public statements which in the opinion of the Board are damaging to the reputation of the Company or its Board; or
 - (6) for failure to comply with the Constitution, the Regulations or the Code of Ethics; or
 - (7) suffering an Insolvency Event.
- (e) Upon the occurrence of any of the events in clause 4.3(d), the Company Secretary shall give not less than 14 days' notice to the Cited Member of any intention that the Board proposes to take action pursuant to this clause. The notice shall specify:
 - (1) the alleged circumstances upon which the Board seeks to rely;
 - (2) that the Directors are considering a resolution to warn, suspend or expel the Cited Member;
 - (3) the date, time and place at which the Board will give consideration to the matter;
 - (4) that the Cited Member shall be given an adequate opportunity by the Board to be heard;
 - (5) that on the application of the Cited Member the Board may (in its discretion) permit the Member to be legally represented; and



- (6) that the Board may in its absolute discretion defer for a period not exceeding one (1) year the operation of any resolution to suspend or expel a Member under clause 4.3(d) on such terms and conditions as it sees fit and may rescind any such resolution prior to the expiry of any deferral period on such terms and conditions as it sees fit.
- (f) Prior to passing of any resolution of the Board in relation to suspending or expelling a Cited Member, the Member must be given an opportunity of giving orally or in writing any explanation or defence it may think fit.
- (g) The Board has absolute discretion as to whether or not to suspend or expel a Member from the Company on the grounds set out in clause 4.3(d) and is not required to give reasons for its decisions to the Member, but may do so if requested. The Company Secretary will give the Cited Member notice of resolution under clause 4.3(d) as soon as possible after that resolution is passed.
- (h) Notwithstanding clause 7.1(b)(2) but subject to clause 7.1(d), a Cited Member who is subject to a resolution of the Board to censure, suspend or expel the Cited Member has the right to appeal such a decision of the Board before the other Members in an EGM. During the period between the Board's decision being notified to it and the EGM taking place the Cited Member's voting and other rights are suspended. The Members (excluding the Cited Member) must pass a Special Resolution either to confirm or to reject the Board's decision. If the Cited Member does not convene an EGM within 5 Business Days of being notified by the Board of its decision or if at the EGM the Members (excluding the Cited Member) pass a Special Resolution to confirm the Board's decision, the Board's decision is final and takes effect. If the Cited Member convenes an EGM within 5 Business Days of being notified by the Board of its decision and at the EGM the Members (excluding the Cited Member) do not pass a Special Resolution to confirm the Board's decision, the Board's decision is rejected and is of no force or effect.
- (i) A Member that ceases to be a Member shall forfeit all right in and claim upon the Company or the Directors for damages or otherwise, or claim upon its property including its intellectual property rights.

4.8 Register of Members

- (a) The Company must keep a Register of Members.
- (b) The Company must record in the Register:
 - (1) the full names and addresses of all members;
 - (2) the date of admission to, and cessation of, membership of all members;
 - (3) the street address of the Members;
 - (4) the electronic mail address (if any) of the Members;
 - (5) the class of membership held by each Member; and
 - (6) such other information as the Board may from time to time determine.
- (c) Each Member must notify the Company Secretary in writing of any change in that Member's name, street address or electronic mail address, if any, within seven (7) Business Days after the change.



- (d) The Company must keep the Register at the Office and may keep a copy thereof at such other places as the Board may from time to time approve.

4.9 Liability of Members

- (a) The liability of the Members is limited.
- (b) Every Member of the Company undertakes to contribute to the assets of the Company in the event of it being wound up while he or she is a Member for payment of the debts and liabilities of the Company contracted before the time at which he or she ceased to be a Member and of the costs, charges and expenses of winding up the Company and for the adjustment of the rights of the contributories amongst themselves such amount as may be required, not exceeding fifty dollars (\$50).

4.10 General

- (a) No Member shall, or purport to, assign or transfer the rights comprising or associated with membership to any other person or entity and any attempt to do so shall be void.
- (b) A Member must treat all staff, contractors and representatives of the Company with respect and courtesy at all times.
- (c) A Member must not act in a manner unbecoming of a Member or prejudicial to the Objects and interests of the Company.

5. Dispute resolution and Discipline of Members

5.1 Dispute resolution

- (a) The dispute resolution procedure in this clause applies to disputes under this Constitution (**Disputes**) between a Member or Director and:
 - (1) one or more Members;
 - (2) one or more Directors; or
 - (3) the Company.
- (b) A Member must not start a dispute resolution procedure in accordance with this clause in relation to a matter which is the subject of a disciplinary procedure under clause 5.2 until the disciplinary procedure is completed.
- (c) In the event of a Dispute, a party (**Dispute Notice Provider**) may give to another party (**Recipient**) written notice (**Dispute Notice**) adequately identifying the matters which are the subject of that Dispute.
- (d) Within ten Business Days of the Dispute Notice Provider giving a Dispute Notice, the parties must meet informally and attempt to resolve the Dispute.
- (e) If the parties are unable to reach a resolution of the Dispute within ten Business Days of the giving of a Dispute Notice, any party may, by notice in writing (**Mediation Notice**), inform each other party that it seeks to have the Dispute resolved by mediation.
- (f) On the giving of a Mediation Notice, the parties may refer the Dispute to a mediator agreed by them. If no agreement is reached on an appropriate mediator within ten Business Days of the giving of a Mediation Notice, any party may ask:

- (1) in relation to a Dispute between Members, the Directors to choose a mediator; and
- (2) for all other disputes, a person nominated by the Law Society of New South Wales.
- (g) A mediator chosen by the Directors under clause 5.1(f)(1)1.1(f)(1):
 - (1) may be a Member or former member of the Company;
 - (2) must not have a personal interest in the Dispute; and
 - (3) must not be biased towards or against anyone involved in the Dispute.
- (h) A mediator appointed in relation to a Dispute:
 - (1) has the right to determine:
 - (A) the time, place and procedures for the mediation; and
 - (B) whether to allow the appearance of lawyers on behalf of the parties; and
 - (2) may engage other expert assistance to assist in the mediation.
- (i) Each party must attend the mediation and make a determined and genuine effort to resolve the Dispute.
- (j) Proceedings of the mediator will be as informal as is consistent with the proper conduct of the matter and will allow the mediator to communicate privately with the parties or with their lawyers.
- (k) The parties agree that:
 - (1) everything that occurs before the mediator will be in confidence;
 - (2) no documents brought into existence specifically for the purpose of the mediation process will be called into evidence in any subsequent litigation by any party;
 - (3) it will be the role of the mediator to act fairly, in good faith and without bias with the purpose of seeking a resolution of the Dispute and to treat all matters in confidence;
 - (4) the parties to the mediation will bear the mediation costs on an equal basis and grant immunity from liability to the mediator;
 - (5) no party will have any cause of action against the mediator or arising out of the conduct of the mediation; and
 - (6) the mediator will not have any power to make any decision, determination or recommendation binding on the parties to resolve the Dispute.

5.2 Discipline

Without limiting clause 5.1 but subject to clause 4.7, the Board has the power to:



- (a) discipline a Member for any incident it considers damaging to the interests of the Company including any breach of this Constitution or any Regulations, guidelines or determinations made by the Board from time to time;
- (b) terminate the membership of the Member;
- (c) suspend the membership of the Member for any period as the Board sees fit;
- (d) impose any other form of sanction as the Board sees fit; or
- (e) impose any combination of the above disciplinary measures.

6. Membership Fees

6.1 Membership Fees

- (a) The Directors must determine from time to time:
 - (1) the amount (if any) payable by an applicant for membership;
 - (2) subject to clause 6.1(c), the amount of the annual subscription fee payable by each Member, or any category of Members;
 - (3) any other amount to be paid by each Member, or any category of Members, whether of a recurrent or any other nature; and
 - (4) the payment method and the due date for payment.
- (b) Each Member must pay to the Company the amounts determined under this clause 6.1 in accordance with clause 6.1(a)(4).
- (c) The amount of the annual subscription fee payable by each Member, or any category of Members, may not be increased by greater than 10% in any one year without the prior approval of Ordinary Members by way of resolution.

6.2 Non-Payment of Fees

- (a) The right of a Member to attend and, if they are an Ordinary Member, vote at a General Meeting is suspended while the payment of any subscription or other amount determined under clause 6.1 is in arrears for a period greater than 30 days.
- (b) On the date that any subscription or other amount as determined by the Board under clause 6.1 has been owed by a Member for a period greater than 60 days, the relevant Member ceases to be a Member, unless the Board determines otherwise.

6.3 Deferral or reduction of subscriptions

- (a) The Directors may defer the obligations of a Member to pay a subscription or other amount, or reduce (including to zero) the subscription or other amount payable by a Member, if the Directors are satisfied that:
 - (1) there are reasonable grounds for doing so;
 - (2) the Company will not be materially disadvantaged as a result; andthe Member agrees to pay the deferred or (if greater than zero) the reduced subscription or other amount within a time fixed by the Directors.



- (b) If the Directors defer or reduce a subscription or other amount payable by a Member under this clause 6.3, that Member will retain their rights to attend and vote at a General Meeting, unless otherwise specified by the Directors.

7. Meetings of the Company

7.1 General

- (a) An AGM shall be held at least once in each calendar year.
- (b) The Directors shall convene an EGM of the Company:
 - (1) on the requisition of a majority of Directors;
 - (2) on the requisition of at least two Ordinary Members; or
 - (3) upon the Board so resolving by simple majority,and the Directors shall comply with any provisions of the Corporations Act with respect to the convening of such General Meetings.
- (c) Notice of a General Meeting must be given:
 - (1) to all Members entitled to attend the General Meeting, the Directors, and the auditor of the Company (if any); and
 - (2) in accordance with clause 13 and the Corporations Act.
- (d) Subject to the provisions of the Corporations Act relating to special resolutions, special notice and agreements for shorter notice, 21 days' notice at the least (exclusive of the day on which the notice is served or deemed to be served, but inclusive of the day for which notice is given) specifying the place, the day and the time of the General Meeting and the general nature of the business to be transacted at the General Meeting shall be given to such persons as are entitled to receive such notices from the Company pursuant to this Constitution.
- (e) Where a General Meeting is convened by the Directors they may, if they think fit, cancel the meeting or postpone the meeting to a date and time they determine. This clause does not apply to an EGM convened by:
 - (1) Members according to the Corporations Act;
 - (2) the Directors at the request of Members; or
 - (3) a court.
- (f) The accidental omission to give the notice required by this Constitution to any of the Members or the non-receipt of such notice by any Member shall not invalidate any resolution passed at a General Meeting or adjournment.
- (g) Every notice given to such persons as are entitled to receive such notices from the Company pursuant to the provisions of this Constitution shall be accompanied by a form of proxy in a form substantially in accordance with this Constitution. The form of proxy shall be blank as far as the person primarily to be appointed as proxy is concerned.



7.2 Quorum at Meetings

- (a) No business shall be transacted at any General Meeting unless a quorum of Members is present at the time when the General Meeting proceeds to business.
- (b) For the purpose of determining whether a quorum is present, a person attending as a proxy, attorney or corporation representative shall be deemed to be a Member.
- (c) Unless otherwise provided in this Constitution, a quorum for any General Meeting shall be three Ordinary Members provided that any Member constituting a quorum is entitled to attend and vote at the General Meeting.
- (d) If a quorum is not present within half an hour or such other time as the Chair or other person designated by this Constitution to be the Chair may determine:
 - (1) where the General Meeting was convened upon the requisition of the Board, the General Meeting shall be dissolved; and
 - (2) in any other case:
 - (A) the General Meeting shall stand adjourned to such day, and at such time and place, as the Chair or such other person designated by this Constitution to be the Chair determines, or if no such determination is made, to the same day in the next week at the same time and place; and
 - (B) if at the adjourned General Meeting a quorum of the Members entitled to attend and vote is not present within half an hour from the time appointed for the General Meeting, the General Meeting shall be dissolved.

7.3 Chair at Meetings

- (a) The person elected or appointed under this Constitution to be the Chair of any General Meeting shall act as Chair of that Meeting or in his or her absence, the person elected or appointed under this Constitution to be the Deputy Chair of any General Meeting shall act as Chair of that General Meeting unless the Members otherwise elect someone else to the Chair of the General Meeting in accordance with clause 8.4(f).
- (b) If the Chair or Deputy Chair is not present within 15 minutes after the time appointed for the holding of the General Meeting or is unwilling to act or if there is not a Chair or Deputy Chair, the Members present shall elect one of their number to be Chair of the General Meeting.
- (c) Unless otherwise provided in this Constitution, the form, conduct and procedure of any General Meeting shall be at the discretion and under the control of the Chair, who shall at all times exercise his or her discretion so as to ensure the General Meeting is conducted in a fair and proper manner, and that every person present and entitled to do so has a reasonable opportunity to put forward their views.

7.4 Right of non-members to attend general meeting

- (a) The Chair of a General Meeting may invite any person who is not a Member to attend and address a General Meeting.
- (b) Directors will be entitled to attend and address a General Meeting.



- (c) Any Company Secretary will be entitled to attend and, at the request of the Chair, address a General Meeting.
- (d) Any auditor of the Company will be entitled to attend and address a General Meeting.

7.5 Conduct of General Meetings

- (a) The Chair:
 - (1) has charge of the general conduct of the General Meeting and of the procedures to be adopted;
 - (2) may require the adoption of any procedure which, in his or her opinion, is necessary or desirable for proper and orderly debate or discussion or the proper and orderly casting or recording of votes; and
 - (3) may, having regard where necessary to the Corporations Act, terminate discussion or debate on any matter whenever he or she considers it necessary or desirable for the proper conduct of the meeting.
- (b) A decision by the Chair under this clause 7.4 is final.

7.6 Adjournments of Meetings

- (a) The Chair may with the consent of any General Meeting at which a quorum is present, and shall if so directed by the General Meeting, adjourn the General Meeting from time to time and from place to place, but no business shall be transacted of which due notice has not been given at any adjourned General Meeting other than the business left unfinished at the Meeting from which the adjournment took place.
- (b) When a General Meeting is adjourned for 30 days or more, notice of the adjourned Meeting shall be given as in the case of an original General Meeting.
- (c) Except as provided by this Constitution, it is not necessary to give any notice of an adjournment or of the business to be transacted at an adjourned General Meeting.

7.7 Voting rights of Members

- (a) Subject to clause 7.7(b), an Ordinary Member may vote in person or by proxy, attorney or by representative and on a show of hands or on a poll every Member present has one vote other than Multiple Sclerosis Limited, who shall be entitled to two votes.
- (b) Where:
 - (1) an Ordinary Member (in this subclause the Transferor) transfers a substantial part of its assets and operations to another Ordinary Member (in this subclause the Transferee); and
 - (2) the Transferor subsequently ceases to be an Ordinary Member,the Transferee shall be entitled to an additional vote as an Ordinary Member, provided that no Member shall be entitled to a majority of votes at a General Meeting by reason of the operation of this clause 7.7(b).
- (c) Life Members shall not have the right to vote at General Meetings of the Company.



- (d) An ordinary resolution put to the vote at a General Meeting may be passed by a simple majority on a show of hands.
- (e) A declaration by the Chair that a Resolution has been:
 - (1) carried;
 - (2) carried unanimously;
 - (3) carried by a particular majority; or
 - (4) lost,

and an entry to that effect in the Company's minute book is prima facie evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the resolution.

7.8 Casting vote

In every case of an equality of votes the Chair will not have a second or casting vote.

7.9 Proxies

- (a) Any person who is entitled to attend and vote at any General Meeting may appoint a person as their proxy to attend and vote at the General Meeting on their behalf.
- (b) A proxy appointed to attend and vote at a General Meeting on behalf of a Member shall have the same right as the Member to speak and vote at the General Meeting.
- (c) A Member may instruct their proxy to vote for or against any specific resolution submitted to a General Meeting at which such proxy or proxies are present.
- (d) Where a proxy and a Member who appointed such proxy both attend at the General Meeting or adjourned General Meeting, or on the taking of a poll, the Member shall not be entitled to speak or vote at the Meeting or adjourned General Meeting or to vote on the poll, as the case may be, unless notice in writing of the revocation of the instrument appointing such proxy shall have been received at the place for deposit of proxies or by the Chair before the General Meeting or adjourned General Meeting or the poll is taken.
- (e) The instrument appointing a proxy shall be in writing under the hand of the Member or their attorney duly authorised in writing or if such Member is a body corporate or association under its common or official seal (as the case may be) or under the hand of its duly authorised officer or attorney.
- (f) Every instrument of proxy whether for a specified General Meeting or otherwise shall be in the following form or in any other form which the Directors may approve:

Multiple Sclerosis Australia

"I, _____ of _____
hereby appoint _____ of _____
or failing him, the Chair of the Meeting as my proxy to vote for me and on my behalf at
the Meeting (or annual general meeting as the case may be) of the Company to be held
on the _____ day of _____ [year] and at any adjournment thereof.

This form is to be used * in favour of the resolution
* against



Signed this day of [year]

.....

Signature of Member
*(Strike out whichever is not desired or is inapplicable)
- To be inserted if desired."

- (g) Any instrument appointing a proxy which is entitled to be used at a General Meeting at which any resolution is proposed to be passed shall clearly indicate that the holder of the proxy is entitled to vote for, against or abstain on such resolution as directed by the Member or failing such direction, at the discretion of the holder of the proxy.

7.10 Powers of Attorney

- (a) Any Member may by power of attorney appoint an attorney to attend and act and vote at any General Meetings of the Company on behalf of such Member and as their or its proxy without any special appointment other than such power of attorney.
- (b) Such attorney shall be appointed in writing under the hand and seal of the Member and attested by one witness, or if the Member is a body corporate or association, under its common or official seal or under the hand of its duly authorised officer or attorney.
- (c) An attorney so appointed may, within the limits of their power of attorney, whether themselves as a Member of the Company or not, appoint in writing as proxy on behalf of the Member, a person (whether a Member of the Company or not) who shall be deemed to be the proxy of such Member.
- (d) Any attorney so appointed, whether themselves a Member of the Company or not, may on behalf of the Member, within the limits of their power of attorney, sign any consent which the Member would under this Constitution be required or entitled to sign.
- (e) Any attorney so appointed and any substitute attorney or proxy appointed thereunder may attend and take part in the proceedings of and vote at all General Meetings of the Company so long as the power of attorney shall remain in force in the same manner as the Member could do if the Member were personally present.

7.11 Right to appoint representative

- (a) In accordance with the Corporations Act, each Member that is a body corporate is entitled to appoint an individual as their Representative to:
 - (1) attend General Meetings, provided that the Member has not appointed a proxy under clause 7.9; and
 - (2) exercise any powers of the Member in relation to resolutions to be passed without meetings.
- (b) A Member that is a body corporate may appoint more than one Representative but only one Representative may exercise the Member’s powers at any one time.

7.12 Appointing instrument to be deposited with Company

- (a) The following instruments shall be deposited at the Office:
 - (1) any instrument appointing a proxy pursuant to clause 7.9, together with the power of attorney or other authority, if any, under which it is signed;
 - (2) any power of attorney pursuant to clause 7.10; or



- (3) any certificate appointing a representative of a body corporate in accordance with Section 250D of the Corporations Act and pursuant to clause 7.11.
- (b) Any such instrument:
 - (1) appointing a proxy pursuant to clause 7.9, together with the power of attorney or other authority, if any, under which it is signed shall be deposited with the Company not less than 48 hours,
 - (2) appointing a power of attorney pursuant to clause 7.10 or a representative of a body corporate in accordance with Section 250D of the Corporations Act and pursuant to clause 7.11 shall be deposited with the Company,before the time for holding the General Meeting or adjourned General Meeting at which the person named in the instrument proposes to vote.
- (c) Any instrument which is not deposited with the Company in the manner and within the time provided in this Constitution shall not be treated as valid.
- (d) A copy of any of the instruments referred to in clause (a) may be deposited at the Office provided that such copy has been certified as being a true and correct copy by either a Justice of the Peace, solicitor or notary public.

7.13 Authority given by appointment

- (a) Unless the terms of the appointment specify to the contrary, an appointment by a Member confers authority on a proxy, attorney or Representative:
 - (1) to agree to a General Meeting being convened by shorter notice than is required by the Corporations Act or by this Constitution;
 - (2) to speak to any proposed resolution; and
 - (3) to demand or join in demanding a poll on any resolution.
- (b) Unless the terms of the appointment specify to the contrary, even if the instrument of appointment refers to specific resolutions and directs the proxy, attorney or Representative on how to vote on those resolutions, the appointment is taken to confer authority:
 - (1) if the appointment is made by an Ordinary Member, to vote on any amendment moved to the proposed resolutions and on any motion that the proposed resolutions not be put or any similar motion;
 - (2) to vote on any procedural motion; and
 - (3) to act generally at the meeting.
- (c) Unless the terms of the appointment specify to the contrary, if the instrument of appointment refers to a specific meeting to be held at a specified time or venue and the meeting is postponed or adjourned or changed to another venue, then the appointment confers authority to attend and vote (if the appointment is made by an Ordinary Member):
 - (1) at the postponed or adjourned meeting; or
 - (2) at the new venue.



- (d) An appointment of a proxy may be a standing proxy - that is, the appointment under the proxy remains valid until it is revoked by the Member that made the appointment.
- (e) The instrument appointing a proxy may provide for the Chair to act as proxy in the absence of any other appointment or if the person or persons nominated fails or fail to attend the General Meeting.
- (f) The instrument appointing a proxy may direct the manner in which the proxy is to vote in respect of a particular resolution.
- (g) If a proxy is appointed to vote on a particular resolution by more than one Ordinary Member and the instruments appointing the proxy direct the proxy to vote on the resolution in different ways, then the proxy must not vote on a show of hands taken on the resolution.

7.14 Revocation and invalidity of instruments

A vote given in accordance with the terms of the instrument appointing a proxy, attorney or representative shall be valid, subject to clause 7.9, notwithstanding:

- (a) the death of the Member;
- (b) the unsoundness of mind of the Member;
- (c) the Member suffering an Insolvency Event;
- (d) the revocation of the instrument or the power of attorney under which the instrument was executed,

provided that no intimation in writing of any such event shall have been received at the Office or by the Chair before the General Meeting or the adjourned General Meeting takes place or the poll is taken.

7.15 Telecommunications Meeting

General Meetings may be conducted by way of Telecommunications Meetings in accordance with clause 9.

7.16 Circulating resolutions

- (a) A resolution in writing which is signed and dated by all the Ordinary Members for the time being and entitled to vote on the resolution, shall be as valid and effectual as if it had been duly passed at a General Meeting duly convened and constituted. Any such resolution may consist of several documents in like form each signed by one or more Ordinary Members.
- (b) A resolution pursuant to 7.16(a) shall be deemed to have been passed on the day (according to the dates of signing) when the resolution shall have been signed by all the Ordinary Members for the time being entitled to vote on the resolution. If a signed copy of the resolution shall be returned to the Company Secretary undated, the Company Secretary shall fill in the date on which it was received and the same shall be deemed to have been signed on that day.
- (c) For the purposes of clauses 7.16(a) and 7.16(b):
 - (1) an Ordinary Member may consent to (and will be deemed to have signed) a resolution by:



- (A) signing the document containing the resolution (or a copy of that document) (including by electronic means); or
 - (B) giving to the Company a written notice (including by electronic means) addressed to the Company Secretary or to the Chair signifying assent to the resolution and either setting out its terms or otherwise clearly identifying them;
- (2) a reference to all the Ordinary Members does not include a reference to an Ordinary Member who, at a General Meeting, would not be entitled to vote on the resolution.

8. The Board of Directors

8.1 Constitution of the Board

- (a) The Company may from time to time by resolution passed at a General Meeting increase or reduce the number of Directors.
- (b) The Board shall consist of the following persons:
 - (1) Ordinary Directors: up to five (5) persons appointed by the Ordinary Members in accordance with clause 8.2, such persons being 'Ordinary Directors'; and
 - (2) Special Skills Directors: up to four (4) persons appointed by the Board in accordance with clause 8.3, such persons being 'Special Skills Directors'.
- (c) The continuing Directors may act notwithstanding any vacancy in the Board, but if and for so long as the number of Directors is reduced to fewer than three or is less than the number required for a quorum, the continuing Directors may act for the purpose of increasing the number of Directors to three (or higher if required for a quorum) or calling a Meeting, but for no other purpose.

8.2 Ordinary Directors

- (a) The Ordinary Directors shall be appointed as follows:
 - (1) subject to sub-clause (2) and (3) below, each Ordinary Member shall be entitled to appoint one (1) Director;
 - (2) Multiple Sclerosis Limited shall be entitled to appoint up to two (2) Directors who may vote in accordance with clause 8.10(f);
 - (3) where:
 - (A) an Ordinary Member (in this subclause the Transferor) transfers a substantial part of its assets and operations to another Ordinary Member (in this subclause the Transferee); and
 - (B) the Transferor subsequently ceases to be an Ordinary Member,the Transferee shall be entitled to appoint an additional Director provided that no Member shall be entitled to appoint a majority of Ordinary Directors by reason of the operation of this clause 8.2(a).
- (b) An Ordinary Member may appoint, remove or substitute the Ordinary Director appointed by it, including where a casual vacancy arises at any time, by giving written



notice to the Company Secretary. Such appointment, removal or substitution will be effective from the later of the date the notice is received by the Company or the date specified in the notice for the appointment, removal or substitution, provided, in the case of appointment, that the Company has also received a consent to act as a Director from the relevant person.

- (c) Without limitation to clause 8.2(b), each Ordinary Director (other than an Ordinary Director appointed by a Member to fill a casual vacancy) shall be appointed for a term of three (3) years and, on expiration of their term, shall be eligible for re-appointment provided that no person may serve more than nine (9) years in total as a Director, subject to clause 8.4(e).
- (d) Without limitation to clause 8.2(b), each Ordinary Director appointed by a Member to fill a casual vacancy may be appointed for a term of up to three (3) years and, on expiration of their term, shall be eligible for re-appointment provided that no person may serve more than nine (9) years in total as a Director, subject to clause 8.4(e).

8.3 Special Skills Directors

- (a) The Special Skills Directors shall be appointed by the Board from time to time.
- (b) At least one (1) of the Special Skills Directors shall be a person living with Multiple Sclerosis.
- (c) A Special Skills Director shall be appointed for a term of three (3) years and on expiration of their term shall be eligible for re-appointment provided that no person may serve more than nine (9) years in total as a Director, subject to clause 8.4(e).

8.4 Chair and Deputy Chair

- (a) The Board shall appoint:
 - (1) one (1) of the Directors as Chair; and
 - (2) one (1) of the Directors as Deputy Chair,who must not be nominees of the same Ordinary Member (without the unanimous approval of Ordinary Members).
- (b) The Chair shall be appointed for a term of three (3) years (subject to remaining as a Director and taking into consideration any term served by the Chair as 'President' immediately prior to the adoption of this Constitution) and on expiration of their term shall be eligible for re-appointment, provided that no person may serve more than six (6) years in total in holding the office of Chair (when combined with any term served by the Chair as 'President' immediately prior to the adoption of this Constitution). Otherwise, the Board shall specify the terms of each appointment.
- (c) The Deputy Chair shall be appointed for a term of three (3) years (subject to remaining as a Director and taking into consideration any term served by the Chair as 'Vice-President' immediately prior to the adoption of this Constitution) and on expiration of their term shall be eligible for re-appointment, provided that no person may serve more than six (6) years in total in holding the office of Deputy Chair (when combined with any term served by the Deputy Chair as 'Vice President' immediately prior to the adoption of this Constitution). Otherwise, the Board shall specify the terms of each appointment.



- (d) Notwithstanding clauses 8.4(b) and (c), a two-thirds majority of the Board may vote to remove the Chair and/or the Deputy Chair from office and to appoint a new Chair and/or new Deputy Chair at any time.
- (e) In the event that a Director holds the position of Chair at the time of reaching the maximum 9 years of service permitted for a Director pursuant to clauses 8.2(c), 8.2(d) or 8.3(c), that maximum period of service will be extended to permit that Director to serve no more than 12 years in total as a Director, provided that Director continues to hold the position of Chair at all times during the period in excess of 9 years of service.
- (f) The Chair, or in the Chair's absence, the Deputy Chair shall preside at all meetings of the Board, subject to clause 8.11. The Chair shall also preside at General Meetings unless the Members at such a General Meeting elect someone else to be Chair of the General Meeting pursuant to clause 7.3.

8.5 Vacation of office of Director

- (a) The office of the Director shall become vacant if the Director:
 - (1) ceases to be a Director by virtue of the Corporations Act or the ACNC Act;
 - (2) becomes prohibited or ineligible from being a Director by reason of any order made under the Corporations Act or the ACNC Act;
 - (3) suffers an Insolvency Event;
 - (4) 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;
 - (5) resigns their office upon giving 14 days' notice in writing to the Company of their intention to do so;
 - (6) shall without leave of absence first obtained absent himself or herself from 3 consecutive meetings of the Board other than by reason of sickness or accident;
 - (7) is an Ordinary Director nominated by a Member and that Member ceases to be a Member; or
 - (8) is removed from office pursuant to clause (b).
- (b) The Company may by ordinary resolution passed at a Meeting remove any Director.
- (c) If a Director has been removed in accordance with clause 8.5(b) or otherwise vacates the office of Director pursuant to this clause 8.5:
 - (1) in the case of an Ordinary Director, only the Member that appointed that Ordinary Director may appoint another person as an Ordinary Director as a replacement of the removed or vacated Ordinary Director, in accordance with clause 8.2; and
 - (2) in the case of a Special Skills Director, the Board may resolve to appoint another person as a Special Skills Director as a replacement of the removed or vacated Special Skills Director in accordance with clause 8.3.



8.6 Qualification of Directors and alternate Directors

Every Director shall:

- (a) be a natural person;
- (b) have consented to being a Director prior to their appointment;
- (c) not:
 - (1) be ineligible to be a Director under the Corporations Act or the ACNC Act; and
 - (2) be the Chief Executive Officer or an employee of the Company or any person acting in that principal capacity of Chief Executive Officer of the Company;
 - (3) be the Chief Executive Officer or an employee of a Member or any person acting in that principal capacity of Chief Executive Officer of a Member; or
 - (4) have held office as a Director for more than a total of 9 years (subject to clause 8.4(e)).

8.7 Remuneration of Directors

- (a) The Company must not pay fees to a Director for acting as a Director.
- (b) With the approval of the Directors and subject to the Corporations Act, a Director may be:
 - (1) paid by the Company for services rendered to the Company in a professional or technical capacity, other than in the capacity as a Director where:
 - (A) the provision of the service has the prior approval of the Board; and
 - (B) the amount payable is not more than an amount that commercially would be reasonable payment for the service;
 - (2) paid by the Company for goods or services supplied by a Director in good faith in the ordinary and usual course of business where:
 - (A) the provision of the good or service has the prior approval of the Board; and
 - (B) the amount payable is not more than an amount that commercially would be reasonable payment for the good or service;
 - (3) reimbursed by the Company for their reasonable travelling, accommodation and other expenses when:
 - (A) travelling to or from meetings of the Directors, a Committee or the Company; or
 - (B) otherwise engaged in the affairs of the Company or in performing a duty as a Director;
 - (4) interest on money lent by the Director to the Company at a rate not exceeding the rate charged by Australian banks for overdrawn accounts;



- (5) reasonable and proper rent for premises let by any Director to the Company; or
- (6) indemnification of, or payment of premiums on contracts of insurance for, any Director to the extent permitted by law (including the Corporations Act) and this Constitution.

8.8 Directorships in other companies

Subject to this Constitution a Director of the Company may be or become a director of any other company, whether promoted by the Company or not, and no Director who is or becomes a director in another company shall be accountable for any benefits received as a director or member of such other company.

8.9 Alternate Directors

- (a) Any Director may appoint any person to act as an Alternate Director in their place, whether for a stated period or periods or until the happening of a specified event or from time to time, whenever by absence or illness or for any other reason they are unable to attend to their duties as a Director as follows:
 - (1) with approval of a resolution of the Board where the Alternate Director is not currently a Director;
 - (2) with the approval of a majority of the other Directors where the Alternate Director is not currently a Director;
 - (3) with the approval of the Members where the Alternate Director is not currently a Director; or
 - (4) with written notice to the Chair and Company Secretary where the Alternate Director is a current Director and such notice must specify the terms of the appointment.
- (b) The following provisions shall apply to any such Alternate Director:
 - (1) subject to this Constitution, he or she shall be entitled to receive notice of meetings of the Directors and to attend and vote thereat if the Director by whom he or she was appointed is not present;
 - (2) where the Alternate Director is already a Director, he or she shall have a separate vote on behalf of the Director he or she is representing in addition to his or her own vote;
 - (3) he or she shall be entitled to exercise all the powers (except the power to appoint an Alternate Director) and to perform all the duties of a Director, insofar as the Director by whom he or she was appointed has not exercised or performed them;
 - (4) he or she shall *ipso facto* vacate office as Alternate Director if the Director by whom he or she was appointed is removed or otherwise ceases to hold office for any reason;
 - (5) he or she will, whilst acting as an Alternate Director, be responsible to the Company for his or her own acts and defaults and shall not be deemed to be the agent of the Director by whom he or she was appointed;



- (6) he or she will not be entitled to receive any remuneration from the Company for acting as a Director;
 - (7) he or she will not be taken into account in determining the number of Directors;
 - (8) he or she will, if the Director by whom he or she was appointed is not present, be taken into account for the purpose of determining whether a quorum is present under clause 8.10(b) and will, if otherwise already a Director, be counted as an additional Director present at a meeting at which he or she is present;
 - (9) he or she may be removed or suspended from office by written notice or other form of visible communication sent to the Company by the Director by whom he or she was appointed.
- (c) Subject to clause 8.9(a), an instrument appointing an Alternate Director may be delivered to the Company by written notice, letter, facsimile or other form of visible communication and shall be retained by the Company and shall be substantially in the following form or such other form as approved by the Board from time to time:

Multiple Sclerosis Australia

I, _____, a Director of **Multiple Sclerosis Australia** (“the Company”) in pursuance of the power contained in the Constitution of the Company hereby nominate _____ of _____ to act as Alternate Director of the Company in my place and stead, and to exercise and discharge all my duties and to exercise all my authorities, prerogatives, privileges and powers as a Director of the Company during my absence (or my illness or my inability to act or attend as a Director, as the case may be).

Signed this _____ day of _____ [year].
 Signature.....
 Witness.....

8.10 Directors’ meetings

- (a) The Directors may meet together in person or by electronic device, or Telecommunications Meeting provided that at all times the Directors shall be able to hear and may be heard by all other Directors at the meeting, for the dispatch of business, adjourn and otherwise regulate their meetings as they think fit.
- (b) The quorum necessary for the transaction of the business of the Directors may be fixed by the Directors and unless so fixed shall be five, of which three must be Ordinary Directors.
- (c) The Company Secretary shall upon the requisition of the Chair, Deputy Chair, any Director or the Company Secretary convene a meeting of the Directors.
- (d) Unless otherwise decided by the Directors, reasonable notice of every meeting of Directors shall be given by delivering the same to, or by letter or other form of visible communication to each Director at an address notified by him to the Company Secretary as his or her address for receipt of notice.
- (e) If, prior to any meeting of Directors, the Company Secretary is advised by the Chair or by any other Director that any urgent or contentious business is or may be transacted at such meeting, notice of such meeting shall be given by letter or other form of visible communication to the address of a Director. The notice under this Constitution shall



contain a statement of the general nature of the urgent or contentious business to be transacted.

- (f) Questions arising at any meeting of the Directors shall be determined by a majority of votes and such a determination shall be deemed a determination of the Directors. Each Director shall have one vote, save that where Multiple Sclerosis Limited has appointed only one Ordinary Director, that Ordinary Director may exercise two votes.
- (g) In case of an equality of votes the Chair of the meeting shall not have a casting vote and the resolution shall be deemed to have lapsed.
- (h) A resolution in writing which is signed and dated by all the Directors for the time being and entitled to vote on the resolution (including any person appointed as an alternate of a Director), shall be as valid and effectual as if it had been duly passed at a meeting of Directors duly convened and constituted. Any such resolution may consist of several documents in like form each signed by one or more Directors.
- (i) A resolution pursuant to clause (h) shall be deemed to have been passed on the day (according to the dates of signing) when the resolution shall have been signed (or deemed to have been signed) by all the Directors and any alternates (as the case may be) for the time being entitled to vote on the resolution. If a signed copy of the resolution shall be returned to the Company Secretary undated, the Company Secretary shall fill in the date on which it was received and the same shall be deemed to have been signed on that day.
- (j) For the purposes of this Constitution:
 - (1) a Director may consent to (and will be deemed to have signed) a resolution by:
 - (A) signing the document containing the resolution (or a copy of that document) (including by electronic means);
 - (B) giving to the Company a written notice (including by electronic means) addressed to the Company Secretary or to the Chair signifying assent to the resolution and either setting out its terms or otherwise clearly identifying them; or
 - (A) telephoning the Company Secretary or the Chair and signifying assent to the resolution and clearly identifying its terms;
 - (2) a reference to all the Directors for the time being does not include a reference to a Director who, at a meeting of Directors, would not be entitled to vote on the resolution.
- (k) A meeting of the Directors at which a quorum is present shall be competent to exercise all or any of the authorities powers and discretions by or under this Constitution or by or under statute for the time being vested in or exercisable by the Directors generally.

8.11 Chair of Board meetings

The Chair shall preside at each meeting of the Board, or if the Chair is not present within fifteen (15) minutes after the time appointed for holding the meeting, the Deputy Chair shall be chair of the Board meeting. If the Deputy Chair is not present at the meeting then the Directors present at the meeting may choose one of their number to be chair of the Board meeting.



8.12 Defective appointment of Directors

All acts done at a meeting of the Directors or of a committee of the Directors or by any person acting bona fide as a Director shall be as valid as if every such person had been duly appointed or had duly continued in office and was qualified and had continued to be a Director, notwithstanding that it be afterwards discovered that there was some defect in the appointment or continuance in office of any of such Directors or persons acting as aforesaid or that any of them were disqualified or had vacated office.

8.13 Delegation to committees

- (a) The Directors may delegate any of their powers to committees consisting of such Directors or Members of the Company or other appointees as they think fit and may revoke or vary such delegation whenever they think fit.
- (b) Any committee so formed shall in the exercise of the powers so delegated conform to any regulations that may be imposed on it from time to time by the Directors.
- (c) The committee may meet and adjourn as it thinks proper, questions arising at any meeting shall be determined by a majority of votes of the members present, and in the case of an equality of votes the chair shall not have a casting vote and the question shall be deemed to have lapsed.

8.14 Minutes of Meetings

- (a) The Directors shall cause minutes to be made and faithfully entered in books provided for that purpose:
 - (1) of all appointments of officers;
 - (2) of names of Directors present at all meetings of the Company and of the Directors and of any committee of the Directors; and
 - (3) all proceedings at all meetings of the Company and of the Directors and of committees of Directors.
- (b) Such minutes shall be signed by the Chair of the meeting at which the proceedings were held or by the Chair of the next succeeding meeting.
- (c) The minutes of a meeting signed by the Chair as provided in clause (a) shall be sufficient evidence without further proof of the facts therein stated.

8.15 Duties of Directors

The Directors must comply with their duties as directors under legislation and common law (judge made law) and with the duties described in governance standard 5 of the regulations made under the ACNC Act which are:

- (a) to exercise their powers and discharge their duties with the degree of care and diligence that a reasonable individual would exercise if they were a director of the Company;
- (b) to act in good faith in the best interests of the Company and to further the charitable purposes of the Company as set out in clause 2.3;
- (c) not to misuse their position as director;



- (d) not to misuse information they gain in their role as a Director;
- (e) to disclose any perceived or actual material conflicts of interest in the manner set out in clause 8.18 ;
- (f) to ensure that the financial affairs of the Company are managed responsibly; and
- (g) not to allow the Company to operate while it is insolvent.

8.16 General powers of Directors

- (a) The management and control of the business and affairs of the Company shall be vested in the Directors who may exercise all such powers and all such acts and things as the Company is by its Constitution or otherwise authorised to exercise and do and are not by this Constitution or by statute directed or required to be exercised or done by the Company at a Meeting.
- (b) The Board may from time to time prescribe such Regulations of the Company as it sees fit. The Board may amend, modify, add to, delete from or cancel any Regulation at any time as it sees fit. Such Regulations shall not be inconsistent with this Constitution or the Corporations Act.
- (c) The powers of the Directors under this Constitution shall be subject to the provisions of the Corporations Act, the ACNC Act and of this Constitution, and to any Regulations from time to time and at all times to resolutions made by the Company in Meeting provided that no Regulations so made shall invalidate any prior act of the Directors which would have been valid if such Regulation had not been made.
- (d) So far as shall be practicable and not inconsistent with the provisions of this Constitution, any power authority or discretion vested in the Directors may be exercised at any time and from time to time as they shall think fit.

8.17 Borrowing powers of Directors

- (a) The Directors may without the necessity of obtaining any consent of the Members or otherwise raise or borrow for any purpose of or incidental to the attainment of the objects or to the exercise of the powers of the Company contained in its Constitution such sum or sums of money as they think fit.
- (b) Without limiting the generality of clause 8.17(a), the Directors may raise or borrow any money in any manner whatsoever either alone or jointly with another or others (including but without limitation by way of overdraft account, letters of credit or bill acceptance and discounting facility) and to secure the payment or repayment of such moneys in such manner and upon such terms and conditions in all respects as they may think fit either without security or secured by deposit or pledge of the securities or properties of the Company or by mortgages bills of exchange or promissory notes or other instruments or in any other manner and if considered advisable for such purposes the Directors may charge assign and convey as security all or any of the Company's property and assets both present and future including its uncalled capital (if any) for the time being.
- (c) The Directors shall cause a proper register to be kept in accordance with the Corporations Act of all mortgages and charges specifically affecting the property of the Company.



8.18 Disclosure of Interests

A Director must disclose the nature and extent of any actual or perceived material conflict of interest in a matter that is being considered at a meeting of Directors (or that is proposed in a circular resolution):

- (c) to the other Directors in writing; or
- (d) at a Board meeting (either orally or in writing).

The disclosure of a conflict of interest (including the nature and extent of the interest) must be recorded in the minutes of the relevant meeting.

8.19 Directors' Material Personal Interests

(a) Where the interest of a Director in a matter is a Material Personal Interest, then the Director holding the Material Personal Interest in the matter will not, except as provided under clause 8.19(b):

- (1) vote on the matter; or
- (2) be present while the matter is being considered at the meeting.

(b) The restrictions contained in clause 8.19(a) will not apply:

- (1) if the Board (other than the Director who holds a Material Personal Interest) pass a resolution that:
 - (A) identifies the Director, the nature and extent of the Material Personal Interest and its relation to the affairs of the Company; and
 - (B) states that they are satisfied that the Material Personal Interest should not disqualify the Director from considering or voting on the matter; or
- (2) if ASIC has made a declaration or class order pursuant to section 196 of the Corporations Act or otherwise permitting the same; or
- (3) if the Material Personal Interest does not require disclosure due to:
 - (A) the Material Personal Interest arising because the Director is a Member and the Material Personal Interest is held in common with the other Members;
 - (B) any other reason specified in section 191(2) of the Corporations Act.

(c) If as a result of the restriction in clause 8.19(a), a quorum is not present for consideration of a matter in which a Director has a Material Personal Interest, one or more Directors (including the Directors who have a Material Personal Interest in the matter) may convene a Meeting of the Company and the Meeting may pass a resolution to deal with the matter.

8.20 Directors' Financial Benefits

If the interest of a Director constitutes a Financial Benefit, then the Director shall only be permitted to hold or acquire that interest if the Director, the Board and the Company (as the case may be) comply with the provisions set out in Chapter 2E of the Corporations Act.

9. Telecommunication Meetings

9.1 Telecommunication Meeting

- (a) A General Meeting or a meeting of Directors may be held by means of a Telecommunication Meeting (whether solely or in combination with a meeting at a physical location), provided that:
 - (1) the number of Members or Directors (as applicable) participating in all locations is not less than a quorum required for a General Meeting or meeting of Directors (as applicable); and
 - (2) the meeting is convened and held in accordance with this Constitution and the Corporations Act.
- (b) All provisions of this Constitution relating to a meeting apply to a Telecommunication Meeting in so far as they are not inconsistent with the provisions of this clause 9.

9.2 Conduct of Telecommunication Meeting

The following provisions apply to a Telecommunication Meeting:

- (a) a Board meeting or General Meeting held solely or partly as a Telecommunication Meeting, is treated as being held at the place at which the greatest number of Directors or Ordinary Members (as applicable) present at the meeting is located or, if there is an equal number of Directors or Ordinary Members (as applicable) located at two (2) or more places, at the place where the Chair of the meeting is located;
- (b) all persons participating in the meeting must be linked by telephone, audio, audio-visual or other instantaneous means for the purpose of the meeting and anyone using such means is taken to be present in person at the meeting;
- (c) each of the persons taking part in the meeting must be able to hear and be heard by each of the other persons taking part at the commencement of the meeting and each person so taking part is deemed for the purposes of this Constitution to be present at the meeting;
- (d) at the commencement of the meeting each person must announce his or her presence to all other persons taking part in the meeting;
- (e) a person may not leave a Telecommunication Meeting by disconnecting his or her telephone, audio, audio-visual or other communication equipment unless that person has previously notified and has the express permission of the Chair;
- (f) a minute of proceedings of a Telecommunication Meeting is sufficient evidence of the proceedings and of the observance of all necessary formalities if the minute is certified to be a correct minute by the Chair;
- (g) a person may conclusively be presumed to have been present and to have formed part of a quorum at all times during a Telecommunication Meeting unless that person has previously notified and has the express permission of the Chair to leave the meeting; and
- (h) if technology used to facilitate a Telecommunication Meeting encounters a technical difficulty, whether before or during the meeting, which results in a Director or Ordinary Member not being able to participate in the meeting, the Chair may, subject to law and this Constitution, allow the meeting to continue or may adjourn the meeting either for

such reasonable period as may be required to fix the technology or to such other time and location as the Chair deems appropriate.

10. General administration

10.1 Attorneys for Company

The Directors may from time to time by resolution, power of attorney or writing appoint any corporation, firm, or person or body of persons, whether nominated directly or indirectly by the Directors, to be the attorney or agent of the Company for such purposes and with such powers, authorities and discretions (not exceeding those vested in or exercisable by the Directors under this Constitution) and for such period and subject to such conditions as they may think fit, and any such appointment may contain such provisions for the protection and convenience of persons dealing with any such attorney or agent as the Directors may think fit and may also authorise any such attorney or agent to delegate all or any of the powers, authorities, and discretions vested in them.

10.2 Execution of documentation

- (a) If the Company has a common seal, the Directors shall provide for the safe custody of the seal.
- (b) No document, writing or other material shall be executed by the Company except pursuant to the authority of the Directors or Committee of the Directors authorised in that behalf.
- (c) Without limiting the manner in which the Company may execute any agreement, deed, share certificate (if any) or other document, the Company may execute any such document either with or without the use of the common seal. Every document which is executed shall be signed (whether with or without the common seal) by at least one Director, a Director and Company Secretary or a Director and another person specifically authorised by the Directors for that purpose.
- (d) The Directors may, by resolution, determine either generally or in any particular case that the signature of any Director, Secretary or other person appointed by the Directors for the purpose of signing any instruments or documents which may need to be executed by the Company is affixed by some mechanical or other means (to be specified in the resolution of the Directors).

10.3 Bills of exchange

All cheques, promissory notes, drafts, bills of exchange, and other negotiable instruments, and all receipts for money paid to the Company, shall be signed, drawn, accepted, endorsed, or otherwise executed, as the case may be, by any two Directors or in such other manner as the Directors from time to time determine.

10.4 Company Secretary

- (a) The Company must have at least one Company Secretary who may be appointed and removed by the Directors.
- (b) Subject to the provisions of this Constitution, a Company Secretary will hold office on such terms and conditions, as to remuneration and otherwise, as the Directors determine.
- (c) The Company Secretary shall:



- (1) act as secretary or cause an appropriate person to act as secretary of the Company's Board for any meeting of the Board or other Meeting;
- (2) receive reports from and communicate to members information on matters of common interest as provided;
- (3) maintain personal contact with all Directors; and
- (4) render such other services as may be proper under the direction of the Board.

10.5 Public Officers

- (a) In accordance with the requirements of the *Taxation Administration Act 1953* (Cth) and other relevant regulations of the Australian Taxation Office, the Directors shall appoint a public officer of the Company and may, if they think fit, remove such person from office and appoint another in his or her place.
- (b) The Company Secretary shall advise the Australian Taxation Office of all such appointments and retirements referred to above.

11. Financial statements

11.1 Accounts

- (a) The Directors shall cause the Company to:
 - (1) keep such accounting records as correctly record and explain the transactions (including any transactions as trustee) and financial position of the Company;
 - (2) keep its accounting records in such a manner as will enable true and fair accounts of the Company to be prepared from time to time; and
 - (3) keep its accounting records in such manner as will enable the accounts of the Company to be conveniently and properly audited as required by and in accordance with the Corporations Act.
- (b) Subject to any law to the contrary, the Directors shall lay before each AGM of the Company:
 - (1) a duly audited statement of financial position made up to the end of the Company's financial year giving a true and fair view of the state of affairs of the Company as at the end of that financial year; and
 - (2) a duly audited statement of comprehensive income for the last financial year of the Company, being a statement of comprehensive income that gives a true and fair view of the state of affairs of the Company as at the end of that financial year,

such statement of financial position and statement of comprehensive income to comply with the requirements of the Corporations Act to the extent required by the Corporations Act.

- (c) The Company shall by way of note attached to the statement of financial position send to members such details required to be specified by the Corporations Act of any material contracts involving Directors' interests, and which is either still subsisting at the end of the financial year or, if not then subsisting, has been entered into since the end of the previous financial year.



- (d) For the purposes of clause (c) **contract** shall be deemed to include any agreement or arrangement whether formal or informal, and whether expressed or implied, and includes an agreement that is not enforceable by legal proceedings whether or not it was intended to be so enforceable. A contract with a related corporation of the Company shall be taken into account as if it were a contract with the Company.

11.2 Directors report

To the extent required by the Corporations Act, the Directors of the Company shall cause to be attached to every balance sheet a report made in accordance with a resolution of the Directors and signed by not less than two of the Directors with respect to the profit and loss of the Company for that financial year and the state of the Company's affairs as at the end of that financial year, stating the matters required by the Corporations Act.

11.3 Distribution of accounts

The Directors will cause copies of the financial statements of the Company to be distributed to Members as required by the Corporations Act.

11.4 Inspection of books of account

- (a) The books of account and records shall be kept at the Office or at such other place or places as the Directors think fit and shall at all times be open to inspection by the Directors.
- (b) Subject to the provisions of the Corporations Act the Directors shall from time to time determine whether and to what extent and at what times and places and under what conditions or regulations the books of account and records of the Company or any of them shall be open to the inspection of the members.
- (c) No Member, not being a Director, shall be entitled to inspect any accounts, records, books or documents of the Company except as provided by the Corporations Act or authorised by the Directors pursuant to clause (b).

11.5 Accounts conclusive

Every account of the Company when audited and approved by a Meeting shall be conclusive.

11.6 Audit

- (a) An Auditor or Auditors shall be appointed in accordance with the Corporations Act and their duties shall be regulated in accordance with the Corporations Act.
- (b) The Auditor shall report to the Members on the accounts to be laid before the Company at a General Meeting and on the Company's accounting records relating to those accounts.

12. Miscellaneous

12.1 Confidential information

Every Director, manager, trustee or member of a committee of the Company or Member may be required by the Directors to sign a declaration pledging themselves to observe strict secrecy respecting all transactions of the Company. Such a declaration may require the person so signing to pledge themselves not to reveal any of the matters which may come to their knowledge in the discharge of their duties except when required to do so by the Directors



or a member of a Committee or by any Meeting of Members or by a Court of law and except so far as may be necessary in order to comply with any of the provisions in this Constitution.

13. Notices

13.1 Methods of service under this Constitution

Any notice to be given by the Company under or in reference to this Constitution may be served on the person to be notified either:

- (a) personally;
- (b) by sending it by post by prepaid ordinary mail or if the address is outside Australia by prepaid airmail to the address for the Member in the Register of Members or, for any other person to be notified, the address notified to the Company;
- (c) by email to the electronic mail address for the Member in the Register of Members if any or applicable) or, otherwise, the address notified to the Company.

13.2 Time

If a notice is sent or delivered in the manner provided in clause 13.1 it must be treated as received by the addressee in the case of:

- (a) delivery in person, when delivered;
- (b) delivery by post, the day following that on which the letter envelope or wrapper containing the same was posted;
- (c) electronic mail, when the sender's computer reports that the message has been delivered to the electronic mail address of the addressee,

but if delivery is made after 5.00pm on a Business Day it must be treated as received on the next Business Day in that place.

14. Indemnity and liability of Directors and other Officers

14.1 Indemnity

To the extent permitted by law, the Company shall indemnify a person who is or has been an Officer of the Company against:

- (a) liability incurred by the person as an Officer of the Company or of a related body corporate of the Company; and
- (b) costs and expenses incurred by the person in defending proceedings, whether civil or criminal or of an administrative or investigatory nature, in which the person becomes involved as an Officer of the Company of a related body corporate of the Company.

14.2 Reliance on indemnity

Where a person seeks to rely on the indemnity contained in clause 14.1, that person must:

- (a) immediately notify the Company of any claim which gives rise to or could give rise to a liability of the Company to that person under the indemnity;



- (b) permit the Company or its insurers to conduct any negotiations and proceedings in respect of the claim in the name of the person and to have the sole arrangement and the control of such negotiations or proceedings (including jointly with its insurers) and to settle or compromise the claim or make any such admission or payment in relation thereto;
- (c) not make any admission or settle any claim without the prior written consent of the Company;
- (d) promptly render all reasonable assurance and co-operation to the Company and its insurers as requested by the Company or its insurers.

14.3 Insurance premium

- (a) To the extent permitted by Law, the Company may pay, or agree to pay, at the discretion of the Directors, a premium in respect of a contract insuring a person who is or has been an Officer of the Company against the liability incurred by the person as such an Officer.
- (b) The Company need not indemnify a person under clause 14.1 in respect of a liability to the extent that person is otherwise entitled to be indemnified and is actually indemnified by another person (including an insurer under an insurance policy).

15. Winding up

15.1 Winding up

The Company may be wound up in accordance with the provisions of the Corporations Act.

15.2 Contributions of Members on winding up

- (a) Each Member must contribute to the Company's property if the Company is wound up while they are a Member or within one year after their membership ceases.
- (b) The contribution is for:
 - (1) payment of the Company's debts and liabilities contracted before their membership ceased;
 - (2) the costs of winding up; and
 - (3) adjustment of the rights of the contributories among themselves,and the amount is not to exceed \$50.00 AUD.

15.3 Excess property on winding up

- (a) If the Company is wound up, deregistered or dissolved any Surplus Assets must not be distributed to a Member or a former member of the Company, unless that Member or former member is an Eligible Recipient.
- (b) Subject to the Corporations Act and any other applicable law, and any court order, if on the winding up, deregistration or dissolution of the Company, there remains any Surplus Assets (including any 'gift funds' as defined in clause 15.3(e)), the Surplus Assets must be given or transferred to one or more Eligible Recipients.



- (c) The Eligible Recipients referred to in clause 15.3(b) are to be determined by a Special Resolution of the Ordinary Members at or before the time of deregistration, dissolution or winding up or, failing that determination, by a court who has or acquires jurisdiction in the matter.
- (d) If the Company's deductible gift recipient endorsement is revoked (whether or not the Company is to be wound up, deregistered or dissolved), any surplus gift funds must be transferred to one or more Eligible Recipients, as decided by the Directors and as approved by the Members by way of Special Resolution of the Ordinary Members.
- (e) For the purpose of this clause:
 - (1) 'gift funds' means:
 - (A) gifts of money or property for the principal purpose of the Company;
 - (B) contributions made in relation to a fund-raising event held for the principal purpose of the Company; and
 - (C) money received by the Company because of such gifts and contributions.
 - (2) 'contributions' and 'fund-raising event' have the same meaning as in Division 30 of the Tax Act.

15.4 **Notifying the ACNC and ATO of alterations to this Constitution**

All alterations making a material alteration to or materially affecting this Constitution must, as and to the extent required by law, be notified in writing to the Australian Charities and Not-for-Profits Commissioner and the Commissioner of Taxation.

15.5 **Applicable not-for-profit laws**

The Company will comply with all laws relating to the regulation or operation of charities or not-for-profit entities including the ACNC Act and the Tax Act, and any rulings or requirements of the Commissioner of the Australian Charities and Not-for-Profits Commission or the Commissioner of Taxation, having application to the Company.