

# Constitution of RI Australia Network

The Corporations Act

A public company limited by guarantee

Registered in New South Wales

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Constitution of RI Australia Network, a not for profit organisation incorporated as a public company limited by guarantee.

## General

### 1. Definitions

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The following definitions apply in this Constitution unless the context requires otherwise:

**ATO** means the Australian Taxation Office.

**Chair** means the person occupying the position of Chair or acting Chair of the Directors under rule 22.

**Committee Member** means a person appointed to a committee established under rule 26.

**Company** means RI Australia Network.

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

**Deductible Gift Recipient** has the meaning given to that term in the Tax Act.

**Director** means a person appointed or elected to the office of director of the Company in accordance with this Constitution and, where appropriate, includes an alternate director.

**Gift** means a donation, contribution, gift, settlement, benefaction or other voluntary transfer or disposition of money, money's worth, property or benefits and whether inter vivos or by will and including any amounts for which the giver can claim an income tax deduction.

**Gift Fund** means a fund established under rule 5.

**Member** means a person admitted to the membership of the Company in accordance with the provisions of this Constitution.

**Member Present** means, in connection with a meeting, the Member present at the venue or venues for the meeting, in person or by proxy, by attorney or, where the Member is a body corporate, by representative.

**person** and words importing persons means any person including partnerships, associations and bodies corporate, unincorporated bodies and all other entities or associations (including government agencies) recognised by law as well as individuals.

**RI** means the organisation registered as "Rehabilitation International" in New York State.

**Secretary** means a person appointed as a secretary of the Company in accordance with this Constitution.

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

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## 2. Interpretation

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Headings are for convenience only and do not affect interpretation. The following rules of interpretation apply unless any contrary intention appears in this Constitution or the context requires otherwise:

- (a) The singular includes the plural and conversely.
- (b) Where a word or phrase is defined, its other grammatical forms have a corresponding meaning.
- (c) A reference to any legislation or to any provision of any legislation includes any modification or re-enactment of it, any legislative provision substituted for it and all regulations and statutory instruments issued under it.
- (d) A word or phrase given a meaning in the Corporations Act has the same meaning in this Constitution.

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## 3. Replaceable Rules

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The replaceable rules contained in the Corporations Act do not apply to the Company.

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## 4. Objects

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### 4.1 Objects and activities of Company

The objects of the Company are to:

- (a) organise, co-ordinate, sanction and promote initiatives that advance the rights and inclusion of persons with disabilities and their families;
- (b) conduct programs for disability prevention, rehabilitation and promotion of the full integration and participation of persons with disabilities in all aspects of life;
- (c) empower persons with disabilities and provide sustainable solutions for a more inclusive and accessible society;
- (d) organise and promote international collaboration and policies and legislation that recognise the rights of persons with disabilities and their families, including the aims and activities of RI and the implementation of the United Nations Convention on the Rights of Persons with Disabilities;
- (e) coordinate and liaise with organisations which share a common purpose with the Company to pursue the above objects;

In the furtherance of the Company's objects, the activities of the Company specifically include to:

- (f) promote the Company to the public and organisations so that funds and sponsorship can be raised to pursue the above objects;
- (g) make grants to or in aid of, make donations or give assistance to and make contracts with such individuals, trusts, corporations, associations, societies, institutions or other organisations, in pursuit of the above objects;

- (h) encourage and co-ordinate communication, collaboration and co-operation between government, community organisations and the business community, in pursuit of the above objects;
- (i) collect funds and solicit, review and accept financial and other aid, subscriptions, donations and bequests from individuals, trusts, companies, associations, societies, institutions and other organisations or authorities and from government and public bodies and otherwise borrow or raise funds for the pursuit of the above objects;
- (j) obtain from any government or authority, whether federal or state, local or otherwise (and enter into any arrangements with any such government or authority for the purpose of obtaining) any rights, privileges and concessions which the Company may think it desirable to obtain for the pursuit of the above objects, and carry out, exercise and comply with any such arrangements, rights, privileges and concessions; and
- (k) do all other things which the Directors may decide from time to time are conducive to the attainment of, and which are not inconsistent with, the above objects.

#### **4.2 Application of income and property to objects**

- (a) Subject to rule 4.2(b), the profits (if any) and other income and assets of the Company must be applied solely towards the promotion of the objects set out in rule 4.1, and no portion of the profits, income and assets may be paid or transferred, directly or indirectly, to any Member whether by way of dividend, interest, bonus, distribution in kind or otherwise.
- (b) Nothing in rule 4.2(a) prevents any payment in good faith by the Company of:
  - (i) reasonable and proper remuneration to any Member for any services actually rendered or goods supplied in the ordinary and usual course of business to the Company, including without limitation:
    - (A) reasonable and proper rent for premises let or demised by a Member to the Company; or
    - (B) money payable to a Member or that person's firm or employer in respect of the provision of legal, accounting or other professional services to the Company, where the provision of that service has been approved in advance by the Directors and where the amount payable is not more than a commercially reasonable amount for that service; or
  - (ii) interest on money borrowed from a Member, at a rate not exceeding the standard base rate charged by the Company's principal banker to corporate customers from time to time for overdraft loans in excess of \$100,000 calculated on a daily basis and a year of 365 days; or
  - (iii) reasonable and proper compensation for expenses incurred on behalf of the Company.

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## 5. Gift Fund

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### 5.1 Establishment of Gift Fund

At all times during which the Company operates a fund, authority or institution which is endorsed as a Deductible Gift Recipient, the Company must, to the extent required by the Tax Act, maintain a gift fund (the **Gift Fund**) to which Gifts to the Company for the principal purpose of that fund, authority or institution are to be made subject to the following:

- (a) any Gifts received by the Company will be placed in a separate bank account;
- (b) all Gifts made to the Gift Fund must be separately identified and kept separate from any other funds of the Company;
- (c) any monies received or earned as a result of Gifts having been made to the Gift Fund, including proceeds from the sale of gifted property and investment returns from money or property that continues to be part of the Gift Fund, shall be credited to the Gift Fund;
- (d) any receipts from sponsorship or commercial activities or proceeds of raffles, charity auctions, dinners and the like are not to be credited to the Gift Fund; and
- (e) the Gift Fund must operate otherwise in accordance with any applicable requirements of the Tax Act.

### 5.2 Accounting policies

The Company must establish and maintain internal accounting policies exclusively for money, property and benefits received for the Gift Fund.

### 5.3 Books of account

The Company must ensure that proper books of account and other records are kept in respect of all receipts and payments and otherwise in relation to the Gift Fund.

### 5.4 Winding up or revocation of endorsement

On the earlier of:

- (a) the winding up of the fund, authority or institution; or
- (b) if the Company is endorsed as a Deductible Gift Recipient because of the fund, authority or institution, the revocation of that endorsement,

any surplus assets of the Gift Fund remaining after the satisfaction of all debts and liabilities attributable to it, must be dealt with in the same manner as is described in rule 33.

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## 6. Membership

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### 6.1 Members of Company

- (a) The Members are those persons admitted to the membership of the Company whose names are entered into the Company's register of members.

- (b) On registration of the Company the Members will be those persons set out in the Schedule.
- (c) Two or more persons cannot be registered as holding a single membership interest in the Company, whether as joint tenants or as tenants in common.

## **6.2 Limited liability of Members**

The liability of the Members is limited.

## **6.3 Members' liability on winding up**

Each Member undertakes to contribute to the assets of the Company in the event of it being wound up while they are a Member, or within one year after they cease to be a Member, for payment of the debts and liabilities of the Company and of the costs, charges and expenses of winding up, such amount as may be required not to exceed \$2.00.

## **6.4 Admission as a Member**

- (a) A person who wishes to apply for membership must submit a written application to the Secretary signed by the applicant in the form determined by the Directors.
- (b) At the next meeting of the Directors after the receipt of an application for membership, the Directors will consider the application and decide whether or not to admit the applicant in their absolute discretion.
- (c) If the Directors decide to reject an application for membership, they do not have to give any reasons for their decision.
- (d) When an applicant is to be admitted, the Secretary must notify the applicant and request payment of the applicable membership fee, if any.
- (e) If the applicant does not pay the applicable membership fee, if any, within 21 days after the date on which the applicant is notified that the fee is payable, the Directors may, in their absolute discretion, cancel their acceptance of the applicant's application for membership.
- (f) When the Company receives payment from the applicant of the applicable membership fee or, if there is no membership fee payable, when the Directors decide to admit the applicant as a Member, the applicant will be registered in the Company's register of Members and will immediately become a Member.

## **6.5 Categories of Members**

- (a) There may be a class of Members known as Ordinary Members. Ordinary Members are persons who have applied in the correct form and whose applications have been approved by the Directors under rule 6.4.
- (b) There may be a class of Members known as Life Members. Life Members are persons whom the Directors determine have given such good service to the Company or to persons with disabilities that they should be invited to accept life membership and who accept such invitations.

- (c) The Directors may determine and admit different classes of Members. The Directors may vary or cancel the rights of Members in any class in their absolute discretion.

#### **6.6 Membership fees**

- (a) The Directors may from time to time determine a membership fee for any class of Members (which may be different to that payable by any other class of Members) and the terms on which such fees are payable.
- (b) If a membership fee has been set for a particular class of Members, each Member of that class must pay the membership fee.
- (c) The Directors may in their absolute discretion vary the amount of any membership fee.

#### **6.7 Resignation of a Member**

A Member may resign from membership of the Company by giving notice in writing to the Secretary. The resignation will be effective from the date it is received by the Secretary.

#### **6.8 Non-payment of membership fee**

- (a) If any membership fee of a Member remains unpaid for a period of 28 days after it becomes due, the Secretary will give notice to the Member of that fact.
- (b) If any membership fee remains unpaid for more than 14 days after the date of the notice given under rule 6.8(a), the Directors may cancel the Member's membership and remove the Member's name from the register of Members.

#### **6.9 Misconduct of a Member**

- (a) The Directors may expel from the Company any Member:
  - (i) who does not comply with the provisions of this Constitution;
  - (ii) whose conduct, in the opinion of the Directors, is prejudicial to the interests of the Company; or
  - (iii) at the written request of more than 50% of the Members,and remove the Member's name from the register of Members.
- (b) At least 21 days before the Directors meet to expel a Member, the Directors must send a notice to the relevant Member which states:
  - (i) all relevant information, including any allegations against the Member;
  - (ii) the proposed resolution for the Member's expulsion;
  - (iii) that the Member has an opportunity to address the meeting either orally or in writing; and
  - (iv) that the Member may elect to have the question of expulsion dealt with by the Company in a general meeting, with the notice of meeting to enclose a copy of the notice sent to the relevant Member and such relevant information as the Member reasonably requests, provided that the Member

notifies the Secretary in writing, at least 48 hours before the meeting at which the resolution is to be considered by the Directors.

- (c) The Company must expel a Member and remove the Member's name from the register of Members where:
  - (i) a general meeting is held to expel a Member; and
  - (ii) a resolution is passed at the meeting for the expulsion of the Member by a majority of no less than two-thirds of those present and voting (such voting to be by ballot).

#### **6.10 Ceasing to be a Member**

A Member's membership of the Company will automatically cease:

- (a) in the case of a Member who is a natural person, on the date that:
  - (i) the Member dies;
  - (ii) the Member becomes of unsound mind or a person whose estate is liable to be dealt with in any way under the law relating to mental health; or
  - (iii) the Member becomes a person whose estate or assets are liable to be dealt with in any way under the laws relating to mental health; or
- (b) in the case of a Member which is a body corporate, on the date that:
  - (i) a liquidator is appointed in connection with the winding up of the Member; or
  - (ii) an order is made by a court for the winding up or deregistration of the Member.

#### **6.11 Liability after ceasing to be a Member**

A person who ceases to be a Member must pay to the Company:

- (a) all membership fees or other amounts owing to the Company which are due and unpaid at the date on which the person ceases to be a Member; and
- (b) any amounts which the Member is liable to pay under rule 6.3.

#### **6.12 Register of Members**

The register of Members must be kept by the Secretary and must contain the full name and address of each Member and any other information required by the Directors.

#### **6.13 Address of Members**

Every Member must inform the Secretary in writing of any change in their address and any such change of address must be entered in the register of Members. The latest address in the register of Members is deemed to be the Member's registered address.

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## **7. General Meetings**

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### **7.1 Power to call a general meeting**

A Director may convene a general meeting of the Company whenever the Director thinks fit.

### **7.2 Power to cancel or postpone a general meeting**

Any Director may cancel or postpone any meeting convened by that Director by notice in writing to all persons who were entitled to receive notice of that meeting, except where the cancellation or postponement would be contrary to the Corporations Act. Any failure to give notice of cancellation or postponement does not invalidate the cancellation or postponement or any resolution passed at a postponed meeting.

### **7.3 Right of others to attend a general meeting**

Any person (whether a Member or not) requested by the Directors to attend any general meeting is entitled to be present and, at the request of the chair of the meeting, to speak at that general meeting.

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## **8. Notice of General Meetings**

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### **8.1 Notice**

A notice of a general meeting is to specify the place and time of the meeting, the general nature of the business to be transacted at the meeting and any other matters required by the Corporations Act.

### **8.2 Non-receipt of notice**

The non-receipt of a notice of any general meeting by, or the accidental omission to give notice to, any person entitled to receive notice does not invalidate any resolution passed at the relevant meeting.

### **8.3 Business of general meetings**

Unless all Members are present as Members Present and agree otherwise, the only business to be transacted at a general meeting is that set out in the relevant notice.

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## **9. Quorum**

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### **9.1 Requirement for a quorum**

No business may be transacted at a general meeting except, subject to rule 10, the election of the chair of the meeting, unless a quorum of Members is present at the time when the meeting proceeds to business.

**9.2 Number for a quorum**

Except as otherwise provided in this Constitution, three Members Present constitutes a quorum.

**9.3 No quorum**

- (a) If there is not a quorum at a general meeting within 30 minutes after the time specified in the notice of the meeting, the meeting is dissolved unless the chair of the meeting or the Directors adjourn the meeting to a date, time and place determined by the chair of the meeting or the Directors.
- (b) If no quorum is present at any adjourned meeting within 30 minutes after the time appointed for the meeting, the meeting is dissolved.

**10. Conduct of Meetings**

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**10.1 Chair of general meetings**

Subject to rule 10.2, the Chair or, in the Chair's absence, the deputy Chair is entitled to preside as chair at every general meeting.

**10.2 Absence of Chair**

Where a general meeting is held and:

- (a) there is no Chair or deputy Chair;
- (b) the Chair or deputy Chair is not present within 15 minutes after the time appointed for the meeting; or
- (c) the Chair or deputy Chair does not wish to act as chair of the meeting,

the Directors present may choose one of their number or, in the absence of all Directors or if none of the Directors present wish to act, the Members Present may elect one of their number to be chair of the meeting.

**10.3 Conduct of general meetings**

- (a) The general conduct of each general meeting of the Company and the procedures to be adopted at such meetings are as determined at, during or prior to the meeting by the chair of the meeting.
- (b) The chair of the meeting may make rulings without putting the question (or any question) to the vote if the chair of the meeting considers action is required to ensure the orderly conduct of the meeting.
- (c) At any time the chair of the meeting considers it necessary or desirable for the proper and orderly conduct of the meeting, the chair of the meeting may demand the cessation of debate or discussion on any business, question, motion or resolution being considered by the meeting and require the business, question, motion or resolution to be put to a vote of the Members Present.

- (d) Any determination by the chair of the meeting in relation to matters of procedure (including any procedural motions moved at, or put to, any meeting) or any other matter arising directly or indirectly from the business is final (including any procedural motions moved at, or put to, any meeting). Any challenge to a right to vote (whether on a show of hands or on a poll) or to a determination to allow or disregard to vote may only be made at the meeting and may be determined by the chair of the meeting whose decision is final.
- (e) If a person purports to cast a vote in contravention of the Corporations Act, the chair of the meeting may determine that the vote be disregarded and treated as not having been cast.
- (f) Nothing contained in this rule limits the powers conferred on a chair of a meeting by law.

## 11. Adjournments

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- (a) During the course of a general meeting, the chair of the meeting may, and if so directed by the meeting must, adjourn the meeting or any business, motion, question or resolution being considered or remaining to be considered by the meeting or any debate or discussion either to:
  - (i) a later time at the same meeting; or
  - (ii) an adjourned meeting to be held at the time and place determined by the chair of the meeting.
- (b) If the chair of the meeting exercises a right of adjournment under rule 11(a), the chair of the meeting has the sole discretion to decide whether to seek the approval of the Members Present to the adjournment and, unless the chair of the meeting exercises that discretion, no vote may be taken by the Members Present in respect of the adjournment.
- (c) No business may be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.

## 12. Voting at General Meetings

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- (a) Each question submitted to a general meeting is to be decided by a show of hands of the Members Present and entitled to vote, unless a poll is demanded.
- (b) Unless a poll is demanded, a declaration by the chair of the meeting following a vote on a show of hands that a resolution has been passed or lost is conclusive.
- (c) A poll may be demanded by a Member in accordance with the Corporations Act (and not otherwise) or by the chair of the meeting. No poll may be demanded on the election of a chair of a meeting or, unless the chair of the meeting otherwise determines, the adjournment of a meeting.
- (d) A demand for a poll may be withdrawn.

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### **13. Special Meetings**

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All of the provisions of this Constitution as to general meetings apply to any special meeting of any class of Members which may be held under the operation of this Constitution or the Corporations Act.

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### **14. Procedure for Polls**

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- (a) When demanded, a poll may be taken in the manner and at the time the chair of the meeting directs.
- (b) The result of a poll may be announced in the manner and at the time (whether during the relevant meeting or afterwards) as the chair of the meeting considers appropriate.
- (c) The result of the poll is the resolution of the meeting at which the poll was demanded.
- (d) The demand for a poll does not prevent a meeting from continuing for the transaction of any business other than that on which a poll has been demanded. A poll demanded on any question of adjournment is to be taken at the meeting and without adjournment.

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### **15. Casting Vote**

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In the case of an equality of votes on a show of hands or on a poll, the chair of the meeting does not have a casting vote in addition to any vote to which the chair of the meeting may be entitled as a Member or as a proxy, attorney or properly appointed representative of a Member.

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### **16. Representation and Voting of Members**

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Subject to this Constitution and any rights or restrictions for the time being in place on any Member:

- (a) at meetings of Members or classes of Members, each Member entitled to attend and vote may attend and vote in person or by proxy, attorney or (where the Member is a body corporate) representative;
- (b) on a show of hands:
  - (i) subject to rule 16(b)(ii), each Member Present has one vote; and
  - (ii) where a person is entitled to vote because of rule 16(b)(i) in more than one capacity, that person is entitled to one vote only; and
- (c) on a poll, only Members Present may vote and every Member Present having the right to vote on the resolution has one vote.

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## 17. Restriction on Voting Rights

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A Member is not entitled to attend or vote at a general meeting unless all sums presently payable by the Member in respect of membership of the Company have been paid.

## 18. Proxies

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### 18.1 Form of proxy

- (a) A Member who is entitled to attend and vote at a meeting of the Company may appoint one person as a proxy to attend and vote for the Member in accordance with the Corporations Act but not otherwise. A proxy appointed in accordance with the Corporations Act to attend and vote may exercise the rights of the Member on the basis and subject to the restrictions provided in the Corporations Act but not otherwise.
- (b) A form of appointment of a proxy is valid if it is in accordance with the Corporations Act or in any form (including electronic) which the Directors may prescribe or accept.
- (c) Any appointment of proxy under this rule 18.1 which is incomplete may be completed by the Secretary on the authority of the Directors and the Directors may authorise completion of the proxy by the insertion of the name of any Director as the person in whose favour the proxy is given.
- (d) Where a notice of meeting provides for electronic lodgement of proxies, a proxy lodged at the electronic address specified in the notice is taken to have been received at the registered office and validated by the Member if there is compliance with the requirements set out in the notice.
- (e) A proxy need not be a Member.

### 18.2 Validity of proxies

- (a) A vote exercised in accordance with the terms of an instrument of proxy, a power of attorney or other relevant instrument of appointment is valid despite:
  - (i) the previous death or unsoundness of mind of the principal; or
  - (ii) the revocation of the instrument (or of the authority under which the instrument was executed) or the power,if no notice in writing of the death, unsoundness of mind or revocation (as the case may be) has been received by the Company at its registered office at least 48 hours (or any shorter period as the Directors may permit or as is specified by the Corporations Act) before the commencement of the meeting or adjourned meeting at which the instrument is used or the power is exercised.
- (b) A proxy is not revoked by the principal attending and taking part in the relevant meeting unless the principal actually votes at the meeting on a resolution for which the relevant proxy is proposed to be used.

- (c) Voting instructions given by a Member to a Director or employee of the Company who is appointed as proxy (**Company Proxy**) are valid only if contained in the form of appointment of the Company Proxy or, in the case of new instructions or variations to earlier instructions, the new or varied instructions are only valid if:
  - (i) they are received at the registered office of the Company at least 48 hours before the meeting or adjourned meeting by a notice in writing signed by the Member; or
  - (ii) they are otherwise validated by the Member in a manner acceptable to the Directors in their discretion prior to the commencement of the meeting.

### 18.3 Where proxy is incomplete

- (a) No instrument appointing a proxy will be treated as invalid merely because it does not contain:
  - (i) the address of the appointor or of a proxy;
  - (ii) the proxy's name or the name of the office held by the proxy; or
  - (iii) in relation to any or all resolutions, an indication of the manner in which the proxy is to vote.
- (b) Where the instrument does not specify the name of a proxy, the instrument is taken to be given in favour of the chair of the meeting.
- (c) A proxy may vote as the proxy thinks fit on any motion or resolution in respect of which no manner of voting is indicated.

## 19. Directors

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### 19.1 Number of Directors

- (a) The number of Directors (not including alternate Directors) must not be less than four or more than eleven unless otherwise determined by a general meeting.
- (b) At least half of the Directors must be persons with a declared disability.

### 19.2 Appointment and removal

- (a) The first Directors of the Company are the persons specified in the application to register the Company lodged under the Corporations Act and who have consented to become Directors of the Company.
- (b) Subject to rules 19.1, 19.3 and 19.5:
  - (i) the Members Present at a general meeting may by ordinary resolution appoint any person to be a Director to fill a vacancy or as an addition to the existing Directors or remove a Director from office; and
  - (ii) the Directors may appoint any person to be a Director to fill a vacancy or as an addition to the existing Directors.



- (c) Any director appointed under paragraph (b)(ii) may hold office only until the next annual general meeting and is then eligible for election at that meeting.

### 19.3 Maximum Term of Appointment

The maximum term any Director may serve shall be six years.

### 19.4 Retirement by rotation

- (a) At every annual general meeting one-third of the Directors or, if their number is not a multiple of three, then the number nearest to but not exceeding one-third, must retire from office and will be eligible for re-election.
- (b) The Directors to retire at each annual general meeting will be the Directors who have been in office the longest since last being elected or re-elected. Between Directors who were elected on the same day, the Director to retire will be decided by lot unless they agree otherwise.
- (c) A retiring Director will be eligible for re-election without needing to give any prior notice of an intention to submit for re-election and will hold office as a Director (subject to re-election) until the end of the meeting at which the Director retires.

### 19.5 Qualification of Directors

Each Director must be a Member or a director, officer or member of a Member that is a body corporate.

### 19.6 Remuneration

- (a) The Directors will not be paid any remuneration for their services as Directors.
- (b) The expression **remuneration** in this rule does not include any amount which may be paid by the Company under any of rules 19.6(c) or 35.
- (c) With the approval of the Directors, each Director is entitled to be paid or reimbursed for all travelling and other expenses properly incurred by them in attending and returning from any meeting of the Directors or committee of the Directors or any general meeting of the Company, or otherwise in connection with the business or affairs of the Company.
- (d) A Director may be engaged by the Company in any other capacity (other than auditor) and may be appointed on such terms as to remuneration, tenure of office and otherwise as may be agreed by the Directors.

### 19.7 Vacation of office

- (a) In addition to the circumstances in which the office of a Director becomes vacant under the Corporations Act, the office of a Director becomes vacant if the Director:
  - (i) ceases to be a Member or a director, officer or member of a Member that is a body corporate;
  - (ii) becomes of unsound mind or a person whose person or estate is liable to be dealt with in any way under the law relating to mental health;

- (iii) resigns by notice in writing to the Company;
  - (iv) is absent without the consent of the Directors from meetings of the Directors held during a continuous period of six months; or
  - (v) dies.
- (b) The office of a Director who is an employee of the Company or any of its subsidiaries is terminated on the Director ceasing to be employed by the Company or any of its subsidiaries, but the person concerned is eligible for reappointment or re-election as a Director of the Company.

#### **19.8 Alternate Directors**

- (a) Subject to this Constitution, each Director may appoint any person (who is approved by a majority of the other Directors) to act as an alternate Director in the Director's place, either for a stated period or until the happening of a specified event, whenever by absence or illness or otherwise the Director is unable to attend to his or her duties as a Director.
- (b) The appointment of an alternate Director must be in writing and signed by the appointing Director and a copy of the appointment must be given to the registered office or to a meeting of the Directors. The appointment takes effect on approval by a majority of the other Directors or, where the approval has been granted, at any later time specified in the appointment.
- (c) The following provisions apply to any alternate Director:
- (i) the appointment of the alternate Director is terminated or suspended (as appropriate) on receipt at the registered office of the Company of notice to this effect in writing from the Director by whom the alternate Director was appointed;
  - (ii) the alternate Director is entitled to receive notice of meetings of the Directors and to attend and vote at those meetings if the Director by whom the alternate Director was appointed is not present;
  - (iii) the alternate Director is entitled to exercise all of the powers (except the power to appoint an alternate Director) and perform all of the duties of a Director, to the extent that the Director by whom the alternate Director was appointed has not exercised or performed them or they have not been limited by the instrument appointing the alternate Director;
  - (iv) the alternate Director is not (without affecting the right to be reimbursed under rule 19.6(c) as if the alternate Director were a Director) entitled to receive any remuneration as a Director from the Company;
  - (v) the office of the alternate Director is terminated on the death of, or termination of office by, the Director by whom the alternate Director was appointed;
  - (vi) the alternate Director is not to be taken into account in determining the number of Directors; and

- (vii) the alternate Director is, while acting as a Director, responsible to the Company for the alternate Director's own acts and defaults and is not the agent of the Director by whom the alternate Director was appointed.

## 20. Powers of Directors

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The business of the Company will be managed by the Directors, who may exercise all powers of the Company which are not, by the Corporations Act or this Constitution, required to be exercised by the Company in general meeting.

## 21. Proceedings

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### 21.1 Directors' meetings

The Directors may meet together for the dispatch of business and adjourn and otherwise regulate their meetings as they determine.

### 21.2 Power to call for a Directors' meeting

- (a) Subject to rule 21.2(b), a Director may at any time, and the Secretary must on the request of a Director, call a meeting of the Directors.
- (b) A Directors' meeting may be called by a Director giving reasonable notice to every other Director.

### 21.3 Notice

Notice of a Directors' meeting may be given by mail (electronic or otherwise), personal delivery or facsimile transmission to the usual place of business or residence of each Director or at any other address given to the Secretary by a Director or by any technology agreed by all of the Directors.

### 21.4 Quorum for Directors' meetings

Except as otherwise determined by the Directors, three Directors form a quorum at a Director's meeting.

## 22. Chair of Directors

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- (a) The Directors may elect one of their number as their Chair and may decide the period for which the Chair is to hold office as Chair. References to the Chair in this Constitution include, in the absence of the Chair, the deputy Chair (unless the context otherwise requires).
- (b) Where a Director's meeting is held and:
  - (i) a Chair has not been elected as provided by rule 22(a); or
  - (ii) the Chair is not present at the time appointed for the holding of the meeting or does not wish to chair the meeting,the Directors present may elect one of their number to be Chair of that meeting.

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**23. Directors' Voting Rights and Exercise of Powers**

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- (a) Subject to this Constitution, questions arising at a Directors' meeting are to be decided by a majority of votes of Directors present and voting.
- (b) In the case of an equality of votes at a Directors' meeting, the Chair of the meeting does not have a casting vote in addition to the Chair's deliberative vote.
- (c) A Director is not disqualified from the Director's office by contracting with the Company or any related body corporate of the Company in any capacity by reason of holding the office of Director.
- (d) A Director is not liable to account to the Company for any profit realised by any contract or arrangement, by reason only of holding the office of Director or of the fiduciary relationship established by the office.
- (e) Despite having an interest in any contract or arrangement, a Director may participate in the execution of any document evidencing or connected with the contract or arrangement, whether by signing, sealing or otherwise.

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**24. Meetings by Technology**

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- (a) For the purposes of the Corporations Act, each Director, by consenting to be a Director (or by reason of the adoption of this Constitution), consents to the use of each of the following technologies for holding Directors' meetings:
  - (i) video;
  - (ii) telephone;
  - (iii) electronic mail;
  - (iv) any other technology which permits each Director to communicate with every other Director; or
  - (v) any combination of these technologies.

A Director may withdraw the consent given under this rule 24 in accordance with the Corporations Act.



- (b) Where the Directors are not all in attendance at one place and are holding a Directors' meeting using technology and each Director can communicate with each other:
  - (i) the participating Directors are, for the purposes of every provision of this Constitution concerning Directors' meetings, taken to be assembled together at a meeting and to be present at that meeting; and
  - (ii) all proceedings of those Directors conducted in that manner are as valid and effective as if conducted at a meeting at which all of them were physically present in the one location.

## 25. Material Personal Interests

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- (a) In relation to a contract or arrangement in which a Director has a material personal interest:
  - (i) the fact that the Director signed the document evidencing the contract or arrangement will not in any way affect its validity;
  - (ii) a contract or arrangement made by the Company or any related body corporate with a Director may not be avoided merely because the Director is a party to the contract or arrangement or otherwise interested in it; and
  - (iii) the Director will not be liable to account to the Company for any profit derived in respect of the contract or arrangement merely because of the Director's office or the fiduciary relationship it entails.
- (b) Subject to paragraph (c), a Director who has a material personal interest in a matter that relates to the affairs of the Company must give the other Directors notice of his or her interest in accordance with the Corporations Act.
- (c) A Director with a material personal interest in a matter that relates to the affairs of the Company is not required to give notice in the following circumstances:
  - (i) if all of the following conditions are met:
    - (A) the Director has already given notice of the nature and extent of the interest and its relation to the affairs of the Company;
    - (B) if a person who was not a Director at the time the notice was given is appointed as a Director, the notice is given to that person; and
    - (C) the nature or extent of the interest has not materially increased above that disclosed in the notice;
  - (ii) if the Director has given a standing notice of the nature and extent of the interest in accordance with the Corporations Act and that standing notice is still effective in relation to the interest; or
  - (iii) as otherwise permitted under the Corporations Act.
- (d) A Director who has a material personal interest in a matter that is being considered at a meeting of the Directors must not be present while the matter is being

considered at the meeting or vote on the matter, except as permitted in accordance with the Corporations Act.

- (e) Nothing in this clause 25 affects the duty of a Director:
  - (i) who holds any office or possesses any property whereby, directly or indirectly, duties or interests might be created in conflict with the Directors' duties or interests as a Director, to declare at a Directors' meeting, the fact and the nature, character and extent of the conflict; or
  - (ii) to comply with the Corporations Act.

## 26. Committees

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- (a) The Directors may delegate any of their powers to committees consisting of any one or more Directors or any other person or persons as the Directors think fit and may revoke that delegation at any time.
- (b) In the exercise of delegated power, any committee formed or person or persons appointed to the committee must conform to any regulations that may be imposed by the Directors. A delegate of the Directors may be authorised to sub-delegate any of the powers for the time being vested in the delegate.
- (c) The meetings and proceedings of any committee are to be governed by the provisions of this Constitution for regulating meetings and proceedings of the Directors so far as they are applicable and are not in conflict with or superseded by, any regulations made by the Directors under rule 26(a).
- (d) Nothing in this rule 26 limits the power of the Directors to delegate.

## 27. Written Resolutions

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- (a) A resolution in writing signed by all Directors entitled to vote on the resolution (not being less than the number required for a quorum at a Directors' meeting) is a valid resolution of the Directors and is effective when signed by the last of the Directors.
- (b) A resolution may consist of several documents in the same form each signed by one or more of the Directors.
- (c) For the purposes of this rule 27, the references to Directors include any alternate Director appointed by a Director who is not available to sign the document or is otherwise unable to sign the document within a reasonable time, but do not include any other alternate Directors.
- (d) A facsimile transmission or other document produced by mechanical or electronic means under the name of a Director with the Director's authority is considered to be a document in writing signed by the Director and is deemed to be signed when received in legible form.

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## **28. Defects in Appointments**

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- (a) All actions at any Directors' meeting, by a committee or by any person acting as a Director are, despite the fact that it is afterwards discovered that there was some defect in the appointment of any of the Directors, the committee or the person acting as a Director or that any of them were disqualified, as valid as if every person had been properly appointed, qualified and continued to be a Director or a member of the committee.
- (b) If the number of Directors is reduced below the minimum number fixed under this Constitution, the continuing Directors may act for the purpose of increasing the number of Directors to that number or of calling a general meeting of the Company but for no other purpose.

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## **29. Secretaries**

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### **29.1 Appointment of Secretary**

There must be at least one Secretary who is to be appointed by the Directors.

### **29.2 Powers, duties and authorities of Secretary**

A Secretary of the Company holds office on the terms and conditions, and with the powers, duties and authorities, as the Directors decide.

### **29.3 Termination of appointment of Secretary**

The Directors may at any time terminate the appointment of a Secretary.

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## **30. Other Officers**

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### **30.1 Appointment of other officers**

The Directors may from time to time:

- (a) create any other position or positions in the Company with the powers and responsibilities as the Directors may from time to time confer; and
- (b) appoint any person, whether or not a Director, to any position or positions created under rule 30.1(a).

### **30.2 Termination of appointment of other officers**

The Directors may at any time terminate the appointment of a person holding a position created under rule 30.1(a) and may abolish the position.

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## **31. Seals and their Use**

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The Company may have a common seal and a duplicate common seal which are to be used by the Company as determined by the Directors.

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## **32. Notices**

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### **32.1 Generally**

Any Member who has not left at or sent to the registered office, a place of address or an electronic mail address (for registration in the register) at or to which all notices and documents of the Company may be served or sent is not entitled to receive any notice.

### **32.2 How notice may be served**

A notice may be given by the Company to any Member by, in its discretion:

- (a) serving it on the Member personally;
- (b) sending it by post to the Member or leaving it at the Member's address as shown in the register of Members or the address supplied by the Member to the Company for the giving of notices;
- (c) sending it to the fax number supplied by the Member to the Company for the giving of notices;
- (d) sending it electronically to the electronic mail address given by the Member to the Company for the giving of notices; or
- (e) serving it in any manner contemplated in this rule 32.2 on a Member's attorney as specified by the Member in a notice given under rule 32.3.

### **32.3 Notice to an attorney**

By written notice to the Secretary, left at or sent to the registered office of the Company, a Member may request that all notices given by the Company or the Directors be served on that Member's attorney at an address specified in the notice and the Company may do so in its discretion.

### **32.4 Notice outside Australia**

Notice to a Member whose address for notices is outside Australia may be sent by airmail, air courier, fax or electronic mail.

### **32.5 Notice by post**

Any notice sent by post is considered to have been served at the expiration of 24 hours after the envelope containing the notice is posted and, in proving service, it is sufficient to prove that the envelope containing the notice was properly addressed and posted. Any notice served on a Member personally or left at the Member's registered address is considered to have been served when delivered.

### **32.6 Notice by fax or electronic mail**

Any notice served on a Member by facsimile or other electronic transmission is considered to have been served when the transmission is sent.

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### 33. Winding Up

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On the earlier of:

- (a) the winding up or dissolution of the Company; and
- (b) if the Company is endorsed as a Deductible Gift Recipient (in its own capacity and not because of a fund that it maintains), the revocation of that endorsement,

any property whatsoever, including any of the following assets:

- (c) gifts of money or property for the objects of the Company;
- (d) contributions made in relation to an eligible fundraising event held for the objects of the Company; and
- (e) money received by the organisation because of such gifts and contributions,

that remains after satisfaction of all debts and liabilities, must not be paid to or distributed among the Members but must be given or transferred to a fund, authority or institution that has objects similar to the objects of the Company set out in rule 4.1 and to which income tax deductible gifts can be made.

### 34. Amalgamation

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Where it furthers the objects of the Company to amalgamate with any one or more other organisations that have objects similar to the objects of the Company set out in rule 4.1, the other organisation or organisations must have rules prohibiting the distribution of income and property to Members.

### 35. Indemnity of Officers, Insurance and Access

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- (a) The Company is to indemnify each officer of the Company and if the Directors consider it appropriate, any officer of a wholly-owned subsidiary of the Company out of the assets of the Company to the relevant extent against any liability incurred by the officer in or arising out of the conduct of the business of the Company or the wholly-owned subsidiary or in or arising out of the discharge of the duties of the officer.
- (b) Where the Directors consider it appropriate, the Company may execute a documentary indemnity in any form in favour of any officer of the Company or a wholly-owned subsidiary of the Company.
- (c) Where the Directors consider it appropriate, the Company may:
  - (i) make payments by way of premium in respect of any contract effecting insurance on behalf or in respect of an officer of the Company or a wholly-owned subsidiary of the Company against any liability incurred by the officer in or arising out of the conduct of the business of the Company or the wholly-owned subsidiary or in or arising out of the discharge of the duties of the officer; and



- (ii) bind itself in any contract or deed with any officer of the Company or a wholly-owned subsidiary of the Company to make the payments.
- (d) Where the Directors consider it appropriate, the Company may:
  - (i) give a former Director access to certain papers, including documents provided or available to the Directors and other papers referred to in those documents; and
  - (ii) bind itself in any contract with a Director or former Director to give the access.
- (e) In this rule 35:
  - (i) **officer** means:
    - (A) a director or secretary; or
    - (B) a person appointed as a trustee by, or acting as a trustee at the request of, the Company or a wholly-owned subsidiary of the Company,and includes a former officer.
  - (ii) **duties of the officer** include, in any particular case where the Directors consider it appropriate, duties arising by reason of the appointment, nomination or secondment in any capacity of an officer by the Company or, where applicable, a subsidiary of the Company to any other corporation.
  - (iii) **to the relevant extent** means:
    - (A) to the extent the Company is not precluded by law from doing so;
    - (B) to the extent and for the amount that the officer is not otherwise entitled to be indemnified and is not actually indemnified by another person (including, but without limitation, a subsidiary or an insurer under any insurance policy); and
    - (C) where the liability is incurred in or arising out of the conduct of the business of another corporation or in the discharge of the duties of the officer in relation to another corporation, to the extent and for the amount that the officer is not entitled to be indemnified and is not actually indemnified out of the assets of that corporation.
  - (iv) **liability** means all costs, charges, losses, damages, expenses, penalties and liabilities of any kind including, in particular, legal costs incurred in defending any proceedings (whether criminal, civil, administrative or judicial) or appearing before any court, tribunal, government authority or other body.

## Schedule

### Initial Members

Each of the people named below as a Member consent to becoming a Member and agree to the terms of this Constitution.

Name	Signature	
The Wheelchair and Disabled Association of Australia	<p><b>Executed</b> in accordance with section 127 of the <i>Corporations Act 2001</i> by <b>The Wheelchair and Disabled Association of Australia</b> (ACN 001 813 403):</p> <p>_____</p> <p>Director Signature <span style="float: right;">Director/Secretary Signature</span></p> <p>_____</p> <p>Print Name <span style="float: right;">Print Name</span></p>	
The Northcott Society	<p><b>Executed</b> in accordance with section 127 of the <i>Corporations Act 2001</i> by <b>The Northcott Society</b> (ACN 000 022 971):</p> <p>_____</p> <p>Director Signature <span style="float: right;">Director/Secretary Signature</span></p> <p>_____</p> <p>Print Name <span style="float: right;">Print Name</span></p>	
The Spastic Centre of New South Wales	<p><b>Executed</b> in accordance with section 127 of the <i>Corporations Act 2001</i> by <b>The Spastic Centre of New South Wales</b> (ACN 000 062 288):</p> <p>_____</p> <p>Director Signature <span style="float: right;">Director/Secretary Signature</span></p> <p>_____</p> <p>Print Name <span style="float: right;">Print Name</span></p>	

<p>Access Australia Planning and Design Pty Limited</p>	<p><b>Executed</b> in accordance with section 127 of the <i>Corporations Act 2001</i> by <b>Access Australia Planning and Design Pty Limited</b> (ACN 002 887 523):</p> <p>_____</p> <p>Director Signature</p> <p>_____</p> <p>Print Name</p> <p>_____</p> <p>Director/Secretary Signature</p> <p>_____</p> <p>Print Name</p>
<p>Didactic Enterprises Pty Limited</p>	<p><b>Executed</b> in accordance with section 127 of the <i>Corporations Act 2001</i> by <b>Didactic Enterprises Pty Limited</b> (ACN 087 782 232):</p> <p>_____</p> <p>Director Signature</p> <p>_____</p> <p>Print Name</p> <p>_____</p> <p>Director/Secretary Signature</p> <p>_____</p> <p>Print Name</p>
<p><b>Shirley Josephine White</b> of 19/6-12 Pacific Street, Manly NSW 2095</p>	