



Constitution

**Local and Independent News Association
Limited**

A Public Company Limited by Guarantee

8 June 2023

44-54 Botany Rd
Alexandria NSW 2015

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1 Name of the Company

The name of the Company is Local and Independent News Association Limited.

2 Type of Company

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

3 Replaceable Rules

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

4 Definitions and Interpretation

4.1 Definitions

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

- (a) **ACNC Act** means *Australian Charities and Not-for-Profits Commission Act 2012* (Cth).
 - (b) **ACNC Regulation** means *Australian Charities and Not-for-profits Commission Regulation 2013* (Cth).
 - (c) **AGM** means annual general meeting.
 - (d) **Alternate Director** means a person of a Director's choosing who sits on the Board in that Director's place in the event that the Director cannot attend a meeting.
 - (e) **Appointed Director** means a person appointed as a Director pursuant to **clause 32.4**.
 - (f) **ASIC** means Australian Securities and Investments Commission.
 - (g) **Associate Member** means a Member in the Membership class set out in **clause 6.1 (c)**.
 - (h) **Board** means the board of Directors of the Company.
 - (i) **Business Day** means a day that is not a Saturday, Sunday or public holiday in New South Wales.
 - (j) **Chair** means the chair of the Company, appointed pursuant to **clause 33(a)(i)**.
 - (k) **Chairperson** means the person holding that office under this Constitution and includes any assistant or acting chairperson.
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- (l) **Charity** means a charity which is registered with the Australian Charities and Not-for-profits Commission.
- (m) **Committee** means a committee of the Board established in accordance with **clause 49**.
- (n) **Common Director** means an Appointed Director who is also a director of the Parent Member, pursuant to **clause 32.5**.
- (o) **Company** means the Local and Independent News Association Limited.
- (p) **Constitution** means this constitution as amended or supplemented from time to time.
- (q) **Co-Opted Director** means a person with specific skills or a person with expertise for a particular project the Company may undertake, appointed as a Director pursuant to **clause 32.6**.
- (r) **Corporations Act** means *Corporations Act 2001* (Cth).
- (s) **Director** means any person holding the position of a director of the Company (and includes Appointed Directors, Co-Opted Directors, Elected Directors and the Parent Member CEO Director), and **Directors** means the directors for the time being of the Company or, as the context permits, such number of them as has authority to act for the Company.
- (t) **Disciplinary Committee** means the Committee referred to in **clause 12.2(a)**.
- (u) **Elected Director** means a person elected as a Director pursuant to **clause 32.7**.
- (v) **Entrance Fee** means the entrance fee payable by an Industry or Associate Member pursuant to **clause 9**.
- (w) **Industry Member** means a Member in the Membership class set out in **clause 6.1**.
- (x) **Limited Agenda Item** means the only matter Industry Members are permitted to vote upon pursuant to **clause 6.3(c)**.
- (y) **Member** means a member of the Company pursuant to **clauses 6 and 7** (and includes the Parent Member and Industry Members) and **Membership** has the corresponding meaning.
- (z) **Member's Guarantee Amount** means the amount referred to in **clause 2(c)**.
- (aa) **Objects** mean the objects of the Company as set out in **clause 5.1**.
- (aa) **Office** means the registered office for the time being of the Company.
- (bb) **Office Bearer** means a person holding any of the offices pursuant to **clause 33**.
- (cc) **Officer** has the same meaning as given to that term in section 9 of the Corporations Act.
- (dd) **Parent Member** means:
- (i) Community Broadcasting Association of Australia Limited (ACN 003 108 030); or
 - (ii) a replacement of the Parent Member admitted pursuant to **clause 11.3(a) or 11.3(b)**.
- (ee) **Parent Member CEO** means the chief executive officer (or equivalent position) of the Parent Member from time to time.
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- (ff) **Parent Member CEO Director** means the Parent Member CEO in his or her capacity as a Director of the Company.
- (gg) **Register** means the register of the Members to be kept pursuant to the Corporations Act.
- (hh) **Registration** means registration of the Company as a body corporate by ASIC.
- (ii) **Replaceable Rules** means the replaceable rules applicable to a public company limited by guarantee set out in the Corporations Act.
- (jj) **Representative** means a person authorised in accordance with section 250D of the Corporations Act to act as a representative of a body corporate Member, pursuant to **clause 10**.
- (kk) **Secretary** means the person appointed as the secretary of the Company under **clause 52(a)** and includes any assistant or acting secretary.
- (ll) **Special Resolution** has the meaning given to it by the Corporations Act.
- (mm) **Subscription** means the subscription fees payable by an Industry Member pursuant to **clause 9**.

4.2 Interpretation

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

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

5 Objects and Powers

5.1 Objects

- (a) The Company is a charitable institution whose purpose is to promote the growth, economic development, editorial standards and education of local and

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independent news media across Australia. The objects for which the Company is established are:

- (i) to support and promote the establishment of new hyperlocal media organisations;
 - (ii) to provide training and education resources to hyperlocal media organisations and journalists;
 - (iii) to establish and promote appropriate editorial standards for hyperlocal media organisations and journalists;
 - (iv) to facilitate the provision of expert advice, support and access to critical third-party services for hyperlocal media organisations and journalists;
 - (v) to provide capacity building support to hyperlocal media organisations and journalists; and
 - (vi) anything ancillary to the objects in **clauses 5.1(a)(i) to 5.1(a)(v)**.
- (b) The Company can only exercise the powers in section 124(1) of the Corporations Act to:
- (i) carry out the Objects of the Company; and
 - (ii) do all things incidental or convenient in relation to the exercise of power under **clause 5.1(b)(i)**.

5.2 Income and Property

- (a) The income and property of the Company shall be applied solely towards the promotion of the Objects of the Company.
- (b) No income or property of the Company shall be paid, transferred or distributed, directly or indirectly, by way of dividend, bonus or otherwise to a Member of the Company. However, nothing in this Constitution shall prevent payment in good faith to a Member:
- (i) in return for any services rendered or goods supplied in the ordinary and usual course of business to the Company;
 - (ii) of interest at a rate not exceeding current bank overdraft rates of interest for moneys lent to the Company;
 - (iii) of reasonable and proper rent for premises leased by any Member to the Company; or
 - (iv) of any surpluses or profits, so long as the Member is charitable and has objects similar to the Objects of the Company.

5.3 Remuneration of Directors

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

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

approved by the Board and is not more than an amount which commercially would be reasonable for the service.

MEMBERSHIP

6 Classes of Membership

6.1 Classes of Membership

There shall be three classes of Membership:

- (a) Parent Member;
- (b) Industry Members; and
- (c) Associate Members

6.2 Parent Member

- (a) The Company shall at all times only have one (1) Parent Member which, subject to **clauses 11.3(a)** and **11.3(b)**, is the Community Broadcasting Association of Australia Limited (ACN 003 108 030).
- (b) The Parent Member shall be entitled to vote at all general meetings.
- (c) In addition to the Parent Member being entitled to vote at all general meetings, the Board shall determine from time to time what additional benefits shall attach to the Membership of the Parent Member.

6.3 Industry Members

- (a) Any person is entitled to apply to become an Industry Member if the person:
 - (i) is a local and independent news outlet;
 - (ii) satisfies the criteria for Membership in accordance with **clause 6.3(b)**;
 - (iii) agrees to assume the liability to pay the Member's Guarantee Amount;
 - (iv) supports the Objects of the Company and agrees to comply with the terms of this Constitution and any code of conduct which the Board may produce from time to time;
 - (v) lodges an application form in accordance with **clause 7.1**; and
 - (vi) subject to **clause 9(c)**, pays any Entrance Fee and Subscription in accordance with **clause 9**.
- (b) The Board shall determine from time to time any requirements for admission to Industry Membership in addition to the eligibility criteria at **clause 6.3(a)** and the rights attached to such Industry Membership.
- (c) Each Industry Member will be entitled to only vote on the election of Elected Directors of the Company and, in the unfettered discretion of the Board, anything ancillary to the Election of Elected Directors (hereinafter referred to as the **Limited Agenda Item**) but will not be entitled to vote on any other matters at general meetings.
- (d) In addition to each Industry Member being entitled to vote on the Limited Agenda Item, the Board will determine from time to time what additional benefits shall attach to Industry Membership.

6.4 Associate Members

(a)

- (i) Any person who does not satisfy all of the criteria for Industry Membership may be accepted as an Associate Member if the person:
Supports the aims and activities of local independent news outlets
- (ii) satisfies the criteria for Membership in accordance with **clause 6.4(b)**;
- (iii) agrees to assume the liability to pay the Member's Guarantee Amount;
- (iv) supports the Objects of the Company and agrees to comply with the terms of this Constitution and any code of conduct which the Board may produce from time to time;
- (v) lodges an application form in accordance with **clause 7.1**; and
- (vi) subject to **clause 9(c)**, pays any Entrance Fee and Subscription in accordance with **clause 9**.

- (b) The Board shall determine from time to time any requirements for admission to Associate Membership in addition to the eligibility criteria at **clause 6.4(a)** and the rights attached to such Associate Membership.
- (c) Associate Members will not be entitled to vote on the election of Elected Directors of the Company or to vote on any other matters at general meetings.
- (d) The Board will determine from time to time what additional benefits shall attach to Associate Membership.

7 Applications for Industry or Associate Membership

7.1 Applications for Industry or Associate Membership

An application for Industry or Associate Membership of the Company must:

- (a) be made in writing in the form prescribed by the Board from time to time;
- (b) include a signature, or equivalent acknowledgement by the applicant, acknowledging that the applicant agrees to be bound by the Constitution of the Company as amended from time to time and any code of conduct which the Board may produce from time to time;
- (c) be accompanied by any Entrance Fee or Subscription payable pursuant to **clause 9**; and
- (d) be lodged with the Secretary (or another person authorised by the Board for this purpose).

7.2 Determining Application for Industry or Associate Membership

- (a) As soon as practicable after receiving an application for Industry or Associate Membership, the Secretary must refer the application to the Board (or a delegate of the Board) which is to determine whether to approve or reject the application.
- (b) As soon as practicable after the Board (or a delegate of the Board, as the case may be) makes that determination the Secretary must:
 - (i) notify the applicant, in writing, that the Board (or a delegate of the Board, as the case may be) approved or rejected the application (whichever is applicable);
 - (ii) if the Board (or a delegate of the Board, as the case may be) approved the application, enter the applicant's name in the Register and, subject to the Corporations Act, the person becomes an Industry Member on the name being so entered; or
 - (iii) if the Board (or a delegate of the Board, as the case may be) rejected the application, refund any Entrance Fee or Subscription to the applicant and the Board (or a delegate of the Board, as the case may be) will not be required to provide the applicant with any reasons for the rejection.

8 Membership Entitlements Not Transferable

A right, privilege or obligation which a Member has by reason of being a member of the Company:

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

9 Entrance Fees and Subscription

- (a) There shall be an Entrance Fee and Subscription payable by each Industry or Associate Member to the Company, unless the Board determines otherwise.
- (b) Subject to **clause 9(c)**, the amount of the Entrance Fee and Subscription shall be payable by Industry or Associate Members at such times and in such manner as determined by the Board from time to time.

- (c) The Board may in its discretion:
 - (i) determine that no Entrance Fee or Subscription is payable by the Industry or Associate Member (in whole or in part); and
 - (ii) extend the time for payment of the Entrance Fee or Subscription by the Industry or Associate Member.
- (d) No part of any Entrance Fee or Subscription shall be refunded to an Industry or Associate Member which ceases to be an Industry or Associate Member in accordance with **clause 11**.

10 Representative(s)

- (a) This **clause 10** applies to Members which are bodies corporate.
- (b) A Member must appoint as its Representative(s) a minimum of one (1) natural person(s).
- (c) A Member may appoint more than one (1) Representative, but only one (1) Representative may exercise a Member's powers at any one time.
- (d) The name and address of the Representative(s) will be entered in the Register as the representative of that Member.
- (e) All correspondence and notices from the Company will be served on the Representative(s), and any notice served on the Representative(s) will be deemed to be served on that Member.
- (f) If the appointment of a Representative by a Member is made by reference to a position held, the appointment must identify the position.
- (g) Despite **clause 8**, a Member may remove and replace a Representative where that Member gives written notice to the Board in a form approved by the Board.
- (h) A signature by a Representative of a Member on behalf of that Member is taken to be the signature of that Member for the purposes of this Constitution.
- (i) Any power or right of a Member as granted by this Constitution can be exercised by a Representative of that Member.
- (j) The actions of a Representative of a Member bind that Member.
- (k) Each Representative shall comply with the terms of this Constitution in all matters pertaining to the Company as if that Member himself or herself.

11 Cessation of a Member's Membership

- (a) A Member's Membership will cease:
 - (i) on the date that the Secretary receives written notice of resignation from that Member; or
 - (ii) where the Member is a natural person:
 - (A) upon that Member dying; or
 - (B) upon that Member becoming bankrupt or insolvent or making an arrangement or composition with creditors of the person's joint or separate estate generally;
 - (iii) if, being a body corporate Member:
 - (A) a Member is dissolved or otherwise ceases to exist; or

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- (B) a Member has:
 - (1) a receiver;
 - (2) a receiver and manager;
 - (3) a liquidator;
 - (4) an administrator;
 - (5) an administrator of a deed of company arrangement; or
 - (6) a trustee of other person administering a compromise or arrangement between the Member and someone else;
 appointed to it.

- (b) In the case of an Industry or Associate Member:
 - (i) upon that Industry or Associate Member no longer satisfying the criteria for Industry or Associate Membership;
 - (ii) subject to **clause 9(c)**, if that Industry or Associate Member fails to pay an Entrance Fee or Subscription:
 - (A) within thirty (30) days after it falls due; and
 - (B) then fails to rectify this default within thirty (30) days of being notified of the default by the Company; or
 - (iii) if the Industry or Associate Member is expelled from the Company pursuant to **clause 12**.

11.2 Member's liability continues

A Member may at any time, pursuant to **clause 11(a)(i)**, resign as a Member but shall continue to be liable for:

- (a) any monies due by the Member to the Company; and
- (b) any sum for which the Member is liable as the Member of the Company under **clause 2(b)**.

11.3 Cessation of the Parent Member

- (a) In the event that the Parent Member ceases to be the Parent Member pursuant to **clause 11(a)**, the vacating Parent Member shall have the power to admit a new Parent Member to the Company, the choice of that new Parent Member being within the full and unfettered discretion of the vacating Parent Member, subject to **clause 11.3(c)**.
- (b) In the event that the vacating Parent Member does not admit a new Parent Member pursuant to **clause 11.3(a)**, the Board may admit a new Parent Member to the Company, the choice of that new Parent Member being within the full and unfettered discretion of the Board, subject to **clause 11.3(c)**.
- (c) The new Parent Member referred to in **clauses 11.3(a)** and **11.3(b)** must be a body corporate which has:
 - (i) similar objects to the Objects and is charitable;
 - (ii) a constitution which requires its income and property to be applied in promoting its objects; and

- (iii) a constitution which prohibits it from paying or distributing its income and property amongst its members to an extent at least as great as imposed on the Company by **clause 5.2(b)**.

12 Disciplining of Industry or Associate Members

12.1 Disciplining of Industry or Associate Members

Where the Board is of the opinion that an Industry or Associate Member has:

- (a) persistently refused or neglected to comply with a provision or provisions of this Constitution; or
- (b) persistently and wilfully acted in a manner prejudicial to the interests of the Company,

the Board may expel or suspend that Industry or Associate Member from the Company in accordance with the By-Laws.

12.2 Right of Appeal of Disciplined Industry or Associate Member

- (a) The Board will establish a Disciplinary Committee for the purpose of conducting disciplinary proceedings against an Industry or Associate Member. The Disciplinary Committee will comprise of an independent panel of three (3) experts, all chosen by the Board. The experts will be chosen based upon the nature of the alleged misconduct by the Industry or Associate Member. The Disciplinary Committee may seek advice from any relevant source.
- (b) An Industry or Associate Member may appeal to the Disciplinary Committee against a decision of the Board made pursuant to **clause 12.1**, and all such appeals will be processed in accordance with the By-Laws.
- (c) Natural justice will be applied during every disciplinary process under this **clause 12**, requiring the Board and Disciplinary Committee to act fairly, in good faith and without bias or conflict of interest when making its decision.

13 Resolution of Disputes Between Members

- (a) Disputes between Members in their capacity as Members (including in relation to fundraising disputes) shall be referred to the Board which must take steps to resolve the dispute.
- (b) If a dispute so referred is not resolved to the satisfaction of any party to the dispute within thirty (30) days of its being referred, then that party may refer the dispute to mediation before a mediator appointed by mutual agreement of the parties.
- (c) Failing agreement by the parties to the appointment of a mediator within fourteen (14) days of a party notifying the other party of its intention to refer the dispute to mediation, the appointment of the mediator shall be made by the President of the Law Society of New South Wales.
- (d) The costs of the mediator appointed pursuant to **clause 13(b)** or **clause 13(c)** (as the case may be) shall be shared equally between the Members party to the dispute.
- (e) At least seven (7) days before a mediation session established by a mediator appointed pursuant to **clause 13(b)** or **clause 13(c)** (as the case may be) is to

commence, the parties to the dispute are to exchange statements of the issues that are in dispute between them and supply copies to the mediator.

GENERAL MEETINGS

14 Convening of General Meetings

14.1 AGMs

Notwithstanding section 111L of the Corporations Act:

- (a) in the event that the Board wishes to do so, it may convene an AGM; and
- (b) any AGM which is convened must be done so in accordance with the requirements of the Corporations Act.

14.2 Convening of General Meetings

- (a) A minimum of one third (1/3) (rounded up to the nearest integer) of the Directors may, whenever those Directors think fit, convene a general meeting of the Company.
- (b) Notwithstanding section 111L of the Corporations Act:
 - (i) the Parent Member may call a general meeting; and
 - (ii) the Company will do so,in accordance with the provisions of Part 2G.2 of the Corporations Act pertaining to the rights of members to call a general meeting (and it will be deemed that the Parent Member on its own will have the requisite percentage of votes to call a general meeting as set out in Division 2 of Part 2G.2 of the Corporations Act).
- (c) A general meeting of the Company may be convened at a venue or it may be convened virtually (including using one or more methods of secure technology that gives the Members a reasonable opportunity to participate in the meeting).

15 Notice of General Meeting

- (a) Subject to consent to shorter notice being given in accordance with the Corporations Act (notwithstanding section 111L of the Corporations Act), at least twenty-one (21) days' notice of any general meeting must be given specifying:
 - (i) the place, day and hour of the meeting;
 - (ii) the general nature of any business to be transacted at the meeting;
 - (iii) if a Special Resolution is to be proposed, the details of and intention to propose it;
 - (iv) if the meeting is to be held in two or more places or virtually, the technology that will be used to facilitate this; and
 - (v) any other information required by the Corporations Act (notwithstanding the application of section 111L of the Corporations Act).
- (b) The accidental omission to give notice of any general meeting to or the non-receipt of notice of a meeting by any person entitled to receive notice (except the

Parent Member) will not invalidate the proceedings at or any resolution passed at the meeting.

- (c) Subject to **clause 15(b)**, notice of every general meeting:
- (i) must be given in any manner authorised by this Constitution to:
 - (A) the Parent Member;
 - (B) the Industry Members - if the notice of the general meeting includes the Limited Agenda Item (whether or not following a Direct Vote held on the Limited Agenda Item administered in accordance with **clause 23**);
 - (C) the chief executive officer (or any person holding a similar position);
 - (D) every Director; and
 - (E) the auditor for the time being of the Company (if any); and
 - (ii) may be given, at the discretion of the Board, to the Industry Members if the notice of the general meeting does not include the Limited Agenda Item and, if the notice is given, must be given in any manner authorised by this Constitution.

16 Cancellation or Postponement of General Meeting

16.1 Cancellation or Postponement of General Meeting

- (a) Subject to the provisions of the Corporations Act (notwithstanding section 111L of the Corporations Act) and this Constitution, the Board may cancel a general meeting of the Company:
 - (i) convened by the Board; or
 - (ii) which has been convened by the Parent Member pursuant to **clause 14.2(b)** upon receipt by the Company of a written notice withdrawing the requisition signed by the Parent Member.
- (b) The Board may postpone a general meeting or change the venue at which it is to be held. No business shall be transacted at any postponed meeting other than the business stated in the notice to the Members relating to the original meeting.
- (c) Where any general meeting is cancelled or postponed or the venue for a general meeting is changed, the Board must notify in writing each person entitled to receive notice of the meeting of the cancellation, the change of venue or the postponement of the meeting by any means permitted by this Constitution and in the case of the postponement of a meeting, the new place, date and time for the meeting.

16.2 Failure to Notify in Writing

Any failure to notify in writing any person entitled to receive notice of the meeting (except the Parent Member) or failure of a person to receive a written notice (except the Parent Member) shall not affect the validity of the cancellation, the change of venue or the postponement of the meeting.

PROCEEDINGS AT GENERAL MEETINGS

17 Quorum

- (a) No business may be transacted at any general meeting unless there is a quorum at all times during the meeting.
- (b) For the purposes of **clause 17(a)**, the Parent Member shall constitute a quorum for all general meetings.
- (c) If within thirty (30) minutes after the time appointed for holding a general meeting a quorum is not present:
 - (i) the meeting, if convened upon the requisition of the Parent Member, shall be dissolved;
 - (ii) in any other case:
 - (A) it will stand adjourned to such other day time and place as the Board may by notice to the Members appoint; and
 - (B) if at such adjourned meeting a quorum is not present within thirty (30) minutes after the time appointed for the holding of the meeting, the meeting shall be dissolved.

18 Chairperson

- (a) The Chair shall preside as Chairperson at each general meeting.
- (b) Where a general meeting is held and:
 - (i) there is no Chair; or
 - (ii) the Chair is not present within thirty (30) minutes after the time appointed for the holding of the meeting or, if present, is unwilling to act as Chairperson of the meeting,then another Director chosen by the Directors present at the meeting will be Chairperson in lieu of the Chair.
- (c) The rulings of the Chairperson on all matters relating to the order of business, procedure and conduct of the meeting shall be final, and no motion of dissent from such rulings shall be accepted.

19 Adjournments

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

is adjourned for thirty (30) days or more, in which case notice of the adjourned meeting must be given as in the case of an original meeting.

20 Determination of Questions

- (a) Subject to **clause 23**, at any general meeting:
 - (i) a resolution to be determined at the meeting on a Limited Agenda Item shall be decided on a show of hands unless a poll is determined by:
 - (A) the Chairperson of the meeting; or
 - (B) at least two (2) Industry or Parent Members who are present (by proxy or attorneyor Representative); and
 - (ii) any other resolution to be considered at the meeting shall be decided on the verbal vote of the Parent Member.
- (b) A declaration by the Chairperson of the result of a vote on a resolution by a show of hands and an entry to that effect contained in the minutes of the proceedings of the Company which has been signed by the Chairperson of the meeting or the next succeeding meeting shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the resolution.
- (c) Notwithstanding **clause 20(a)**, where not excluded from doing so by the law, the Parent Member may pass a resolution on any matter (excluding the Limited Agenda Item) by the Parent Member recording it and signing the record.

21 Polls

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

22 Disqualification

- (a) No person other than:
 - (i) an individual who is an Industry Member;
 - (ii) a Representative; or
 - (iii) a proxy of an individual (who is an Industry Member) or a Representative,

- shall be entitled to vote at a general meeting or by Direct Vote on the Limited Agenda Item.
- (b) Subject to **clause 22(a)**, no person other than:
- (i) a Representative of the Parent Member; or
 - (ii) a proxy of a Representative of the Parent Member,
- shall be entitled to vote at a general meeting.
- (c) An individual who is an Industry Member or their proxy or a Representative of an Industry Member or their proxy will only be eligible to vote on Limited Agenda Item where the Industry Member has paid any payable Subscription in accordance with **clause 9**.

23 Direct Votes

- (a) The Board will determine from time to time if Members are entitled to vote by a Direct Vote on the Limited Agenda Item. If the Board has determined that Members are entitled to vote by a Direct Vote, then the Members must do so using the form prescribed by the Board from time to time, which may include electronic means.
- (b) Where a Member is eligible to vote in the Direct Vote, that Member must do so using the form prescribed by the Board from time to time, which may include electronic means.
- (c) If sent by post, the Direct Vote must be signed by the Member or by a duly authorised officer, attorney or Representative.
- (d) If sent by electronic transmission, the Direct Vote is to be taken to have been signed if it has been signed or authorised by the Member in the manner approved by the Board.
- (e) The Direct Vote must be received by the Company at least forty-eight (48) hours before the time of the relevant general meeting in order to be valid.
- (f) A Direct Vote is valid if it contains the following information:
- (i) the Member's name and address, or any applicable identifying notations such as the Member's identification number or similar approved by the Board or specified in the notice of meeting; and
 - (ii) the Member's voting intention on any or all of the resolutions to be put before the meeting.
- (g) A Direct Vote is valid unless the Company receives written notification changing the voting intention before the vote is cast.
- (h) The Chairperson's decision as to whether a Direct Vote is valid is conclusive.
- (i) A Member who has cast a Direct Vote is entitled to attend the meeting at which the result of the Direct Vote will be given. The Member's attendance does not cancel the Direct Vote unless the Member instructs the Company otherwise.
- (j) If a vote is taken at a meeting on a resolution on which a Direct Vote was cast, the Chairperson of the meeting must:
- (i) on a vote by show of hands, count each Member who has submitted a Direct Vote for or against the resolution in accordance with their Direct Vote; and

- (ii) on a poll, count the votes cast by each Member who has submitted a Direct Vote directly for or against the resolution.

24 Right of Non-Members to Attend General Meeting

- (a) The Chairperson of a general meeting may invite any person to attend and address a meeting.
- (b) Any auditor and any Director of the Company shall be entitled to attend and address a general meeting.

25 Objection to Qualification to Vote

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

26 Casting Vote

In the case of an equality of votes, whether on a show of hands or on a poll or in a Direct Vote, the Chairperson of the meeting at which the show of hands is taken or at which the poll is demanded or the results of the Direct Vote are announced, is entitled to a casting vote.

PROXIES

27 Right to Appoint Proxies

Notwithstanding section 111L of the Corporations Act:

- (a) a Member or a Representative of a Member may appoint a person as the Member's or the Member's Representative's proxy to attend and/or vote for the Member at the meeting or in a Direct Vote; and
- (b) if a Member or a Representative of a Member appoints a proxy, and the Member is entitled to vote on a resolution, the proxy is entitled to vote on a show of hands, on a poll, by Direct Vote and in any written resolution pursuant to **clause 20(b)**.

28 Appointing a Proxy

28.1 Appointing a Proxy

The instrument appointing a proxy must be in writing signed by the appointor or the appointor's attorney duly authorised in writing.

28.2 Instrument of Proxy

- (a) The instrument of proxy is valid if it contains the following information, and any additional information required by the Corporations Act (notwithstanding the application of section 111L of the Corporations Act):
- (i) the name and address of the Member or the name of a Representative, if applicable;

- (ii) the name of the Company;
 - (iii) the proxy's name or the name of the office of the proxy; and
 - (iv) the meetings at which the instrument of proxy may be used.
- (b) An instrument of proxy may be expressed to be a standing appointment. An instrument of proxy for a specified meeting is only valid for that meeting and any postponement or adjournment of that meeting.
- (c) An instrument of proxy shall not be treated as invalid merely because it does not specify all of the information required by **clause 28.2(a)**.
- (d) An instrument of proxy may be revoked at any time by notice in writing to the Company.

29 Lodgement of Proxies

- (a) An instrument appointing:
- (i) a proxy and the power of attorney or other authority (if any) under which it is signed or executed or a certified copy of that power or authority; or
 - (ii) an attorney to exercise the Member or Representative's voting rights at a general meeting or in a Direct Vote (as applicable) or a certified copy of that power of attorney,
- must be deposited at the Office or at such other place as is specified for that purpose in the notice convening the general meeting not less than forty-eight (48) hours (or such shorter period as the Board may allow) before the time appointed for the holding of the meeting or adjourned meeting as the case may be at which the person named in the instrument proposes to vote. In default, the instrument of proxy or the power of attorney will not be treated as valid.
- (b) For the purposes of this **clause 29** it will be sufficient that any document required to be lodged be received in legible form by email or other electronic transmission if the notice of meeting so permits, and the document is sent to the address and in the form specified in the notice, and the proxy shall be regarded as received at the time of the receipt of the email or other electronic transmission by the Company.

30 Validity of Proxies

A vote exercised pursuant to an instrument of proxy, a power of attorney or other instrument of appointment is valid notwithstanding:

- (a) the death or unsoundness of mind of an individual who is an Industry Member;
- (b) the death or unsoundness of mind of the Representative;
- (c) the bankruptcy or liquidation of the Member or Representative; or
- (d) the revocation of the instrument of proxy or the power of attorney or any instrument under which the instrument or the power was granted,

if the Company has not received at its Office written notice of the death, unsoundness of mind, bankruptcy, liquidation or revocation at least twenty-four (24) hours (or such shorter period as the Board may allow) before the time appointed for the holding of the general meeting or adjourned meeting, as the case may be, at which the instrument of proxy or the power of attorney is exercised.

31 Rights of Proxies and Attorneys

- (a) Subject to **clause 31(b)**, unless the Member or Representative by the instrument of proxy directs the proxy to vote in a certain manner, the proxy may vote as the proxy thinks fit on any motion or resolution. Otherwise, the proxy shall follow the voting instructions contained in the instrument of proxy.
- (b) A proxy will not be revoked by the appointor attending and taking part in any general meeting, but if the appointor votes on a resolution, the person acting as proxy for the appointor shall not be entitled to vote in that capacity in respect of the resolution.
- (c) The Chairperson of a general meeting may require any person acting as a proxy to establish to the satisfaction of the Chairperson of the general meeting that he or she is the person nominated as proxy in the form of proxy lodged under this Constitution. If the person is unable to establish his or her identity, he or she may be excluded from voting.

APPOINTMENT AND REMOVAL OF DIRECTORS

32 Number and Appointment of Directors

32.1 Number of Directors

- (a) Subject to **clause 32.3(a)**, the Board of Directors shall consist of not fewer than seven (7) and not more than nine (9) persons.
- (b) Subject to section 201P of the Corporations Act, the Board may by resolution vary the number of Directors holding office from that referred to in **clause 32.1(a)**.

32.2 Composition of Board

Subject to **clause 32.3(a)**, the Board shall consist of:

- (a) four (4) Appointed Directors;
- (b) not more than two (2) Co-Opted Directors appointed by the Board from time to time (the number to be decided by the Board);
- (c) two (2) Elected Directors; and
- (d) the Parent Member CEO Director,

provided that the total number of Directors does not exceed the maximum fixed by **clause 32.1**.

32.3 Initial Board

- (a) From the time of Registration until the date of the second general meeting or AGM (to be held in 2023), the Board of Directors shall consist of not fewer than four (4) and not more than seven (7) persons. These shall be comprised of:
 - (i) not fewer than three (3) and not more than four (4) Appointed Directors;
 - (ii) the Parent Member CEO Director; and
 - (iii) up to two (2) Co-Opted Directors.

- (b) The Directors to hold office from Registration shall be the Directors who are named in the registration form lodged with ASIC for the Registration of the Company.
- (c) The initial Directors to hold office from Registration shall all be deemed to be Appointed Directors apart from the Parent Member CEO Director.
- (d) By no later than thirty (30) days following Registration, the initial Appointed Directors (or any Appointed Directors filling casual vacancies of any initial Appointed Directors) shall nominate from among their number who shall hold office for an initial term of two (2) years and who shall hold office for an initial term of three (3) years, so long as half of the Appointed Directors (rounded up to the nearest integer) serve an initial term of two (2) years.
- (e) The initial Appointed Directors shall be eligible for reappointment to the Board for a further four (4) terms of two (2) years each.
- (f) Any initial Co-Opted Directors shall hold office for a term in accordance with **clause 32.9**.
- (g) The Parent Member CEO Director shall hold office for a term in accordance with **clause 32.8(b)**.

32.4 Appointed Directors

All Appointed Directors shall be appointed by the Parent Member.

32.5 Common Directors

The Appointed Directors may be, but are not required to be, directors of the Parent Member under the Parent Member's constitution (to be known as Common Directors).

32.6 Co-Opted Directors

- (a) The Board may appoint Co-Opted Directors to the Board at any time to fill the positions provided for in **clauses 32.2(b)** and **32.3(a)(iii)**.
- (b) A Co-Opted Director shall be a person who will bring skills and experience to the Board to enable the Board to advance the Objects.

32.7 Elected Directors

- (a) Nominations of candidates for election as Elected Directors:
 - (i) shall be in writing in a form prescribed by the Board (including any electronic form so prescribed) signed by two (2) Industry Members and be accompanied by the written consent of the nominee (which may be endorsed on the nomination); and
 - (ii) shall be delivered to the Secretary (or other person authorised by the Board for the purpose) not later than close of business fifteen (15) Business Days before the day fixed for the holding of the general meeting at which the election is to be made.
- (b) If the number of nominations received is equal to the number of positions to be filled, the persons nominated shall be taken to be elected as at the date of the general meeting.
- (c) If the number of nominations received exceeds the number of positions to be filled, a ballot shall be held in a manner as determined by the Board.

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- (d) An Elected Director must be an Industry Member or a Representative of an Industry Member at all times that they hold the office of Elected Director.
- (e) The first Elected Directors of the Company will be elected at the general meeting or AGM held in 2022 and this will be deemed to not be a breach of **clause 32.2(c)**.

32.8 Parent Member CEO Director

- (a) The Parent Member CEO will be ex officio the Parent Member CEO Director.
- (b) The Parent Member CEO Director shall hold office for so long as they are the Parent Member CEO or until they cease being the Parent Member CEO Director pursuant to **clause 32.8(c)** or **clause 35**.
- (c) In the event that the Parent Member CEO is unable or unwilling to be the Parent Member CEO Director for any reason, the Parent Member will be entitled to appoint another senior manager of the Parent Member to be the Parent Member CEO Director.

32.9 Term

- (a) This **clause 32.9** does not apply to the Parent Member CEO Director.
- (b) Except in accordance with **clauses 32.3** and **32.9(d)**:
 - (i) Appointed Directors shall hold office for a term of two (2) years, but shall be eligible for reappointment for further terms of two (2) years each, provided that Appointed Directors shall not hold office for more than ten (10) consecutive years;
 - (ii) Co-Opted Directors shall hold office for a term of two (2) years but shall be eligible for reappointment for further terms of two (2) years each, provided that Co-Opted Directors shall not hold office for more than ten (10) consecutive years; and
 - (iii) Elected Directors shall hold office for a term of two (2) years (commencing immediately after the conclusion of the general meeting at which the election of the Elected Director is announced) but shall be eligible for re-election for further terms of two (2) years each, provided that Elected Directors shall not hold office for more than six (6) consecutive years.
- (c) At the end of a Director's maximum term under **clause 32.9(b)** (or under **clause 32.3(e)**, as the case may be), the Board may pass a resolution (requiring the consent of the number of Directors which represents two thirds (2/3^{rds}) of the number of Directors who vote on the resolution, rounded up to the nearest integer) to allow that Director to hold office for an additional two (2) years.
- (d) If it is resolved under **clause 32.9(c)** to extend a Director's term for an additional two (2) years, the Director's maximum consecutive term served must not, subject to **clause 32.3**, exceed:
 - (i) twelve (12) consecutive years in total for Appointed Directors and Co-Opted Directors; or
 - (ii) eight (8) consecutive years in total for Elected Directors.
- (e) Subject to **clause 32.3**, once a Director has served the maximum term under **clause 32.9(b)** (or an extended term if the Board so resolves under **clause 32.9(c)**), the Director is not eligible for re-election or reappointment to the Board

until after a period of at least one (1) year has passed since the expiry of the Director's previous term on the Board.

33 Office Bearers

- (a) The Board shall, immediately after Registration and thereafter immediately after an Office Bearer has retired, appoint from among the Directors sitting on the Board at the time of the Board meeting:
 - (i) the Chair; and
 - (ii) such other Office Bearer positions as the Board deems necessary from time to time.
- (b) For the avoidance of doubt, if a Common Director holds the position of chair (or equivalent) on the Parent Member's board, the Board may, but need not, appoint that Common Director as the Chair.
- (c) The Office Bearers shall hold office for a term of one (1) year but shall be eligible for reappointment for terms of one (1) year each, provided that Office Bearers shall not hold office for more than six (6) consecutive years or beyond their retirement or removal from the Board as a Director.

34 General Right to Act Despite Vacancy

The Board may act despite any vacancy in its body but if its number falls below the minimum fixed in accordance with **clause 32.1**, the Board may act for the purpose of:

- (a) convening a general meeting; and
 - (b) in emergencies,
- but for no other purpose.

35 Vacation of Office

- (a) Any Director may retire from office on giving written notice to the Company at the Office of his or her intention to retire and the resignation shall take effect at the time expressed in the notice (provided the time is not earlier than the date of delivery of the written notice to the Company).
- (b) The office of a Director shall become vacant if the Director:
 - (i) dies;
 - (ii) is an Appointed Director and is removed from the Board by the Parent Member (and such removal can occur at any time and within the full and unfettered discretion of the Parent Member);
 - (iii) is the Parent Member CEO Director and ceases to be the Parent Member CEO;
 - (iv) is an Elected Director and ceases to be an Industry Member or a Representative of an Industry Member;
 - (v) becomes bankrupt or makes any arrangement or composition with creditors generally;
 - (vi) becomes prohibited from being a director of, or managing, a company by reason of any order made under the Corporations Act;

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- (vii) has been disqualified by the Australian Charities and Not-for-Profits Commissioner, at any time during the preceding twelve (12) months, from being a responsible entity of a registered entity under section 45.20(4) of the ACNC Regulation;
- (viii) 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;
- (ix) is removed from office by the Company in general meeting;
- (x) is absent without permission of the Board from three (3) meetings of the Board in a calendar year, unless the Board resolves that this does not constitute resignation; or
- (xi) resigns by notice in writing to the Company in accordance with **clause 35(a)**.

36 Filling of Vacancies on the Board

- (a) In the event of a casual vacancy occurring on the Board:
 - (i) in relation to an Appointed Director vacancy, the Parent Member can appoint any person to fill that vacancy in accordance with **clause 32.4**;
 - (ii) in relation to a Co-Opted Director vacancy, the Board can appoint any person in accordance with **clause 32.6** to fill that vacancy;
 - (iii) in relation to an Elected Director vacancy, the Board will appoint an Industry Member or a Representative of an Industry Member to fill that vacancy; and
 - (iv) in relation to a vacancy in the position of the Parent Member CEO Director:
 - (A) in the event that the vacancy occurred due to the Parent Member CEO Director no longer being the Parent Member CEO, the succeeding Parent Member CEO will be appointed as the Parent Member CEO Director; and
 - (B) in the event that the successor Parent Member CEO is not appointed for some time, the Parent Member will be entitled to appoint another senior manager of the Parent Member to be the Parent Member CEO Director until such time as a successor Parent Member CEO is appointed; and
 - (C) for any reason the Parent Member CEO is unable or unwilling to continue to be the Parent Member CEO Director, **clause 32.8(c)** will apply.
- (b) Any Director appointed pursuant to **clauses 36(a)(i), 36(a)(ii) or 36(a)(iii)** shall hold office for the balance of the term of the vacating Director.
- (c) Time spent filling a casual vacancy pursuant to this **clause 36** does not count towards the maximum consecutive term of a Director referred to in **clause 32.9(b)(iii)**.

37 Office Bearer Vacancies

- (a) In the event of a vacancy occurring in the position of Chair, the Board shall appoint a new Chair in accordance with **clause 33(a)(i)** for a full new term, or

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until such time as he or she ceases to be a Director, whichever is earlier. The new Chair shall not be considered to hold the position in an acting or temporary capacity.

- (b) In the event of a vacancy occurring in the position of any other Office Bearer, the Board shall appoint a new Office Bearer in accordance with **clause 33(a)(ii)** for a full new term, or until such time as he or she ceases to be a Director, whichever is earlier.
- (c) If any Office Bearer is temporarily absent or temporarily unable to perform his or her duties, the Board may authorise another Director to act in the vacant position during the absence or inability of the Office Bearer in an acting or temporary capacity.
- (d) Nothing in this **clause 37** permits any person simultaneously to hold more than one position of Office Bearer.

38 Alternate Directors

Alternate Directors shall not be permitted.

POWERS AND DUTIES OF DIRECTORS

39 Duties of Directors

- (a) Each Director is subject to, and must comply at all times with, the duties set out in governance standard 5 in section 45.25 of the ACNC Regulation.
- (b) In accordance with governance standard 4 in section 45.20 of the ACNC Regulation, the Board will take reasonable steps to ensure that the Board does not at any time include a Director who is disqualified from managing a corporation under the Corporations Act or from being a responsible entity under subsection 45.20(4) of the ACNC Regulation.

40 Powers of Directors

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

41 Negotiable Instruments

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

- (a) a Director(s);
- (b) the chief executive officer;
- (c) the Secretary; or
- (d) another staff member of the Company,
- (e) another staff member of the Parent Member,

to sign such instruments.

42 Conferment of Powers

- (a) The Board may from time to time confer upon any Director for the time being or any other person as they may select such of the powers exercisable under this Constitution by the Board as it may think fit for such time and to be exercised for such purposes and on such terms and conditions and with such restrictions as it may think expedient.
- (b) Powers conferred under this **clause 42** may be exercised concurrently with the powers of the Board in that regard and the Board may from time to time withdraw, revoke or vary all or any of such powers.

DIRECTORS' DISCLOSURE OF INTEREST

43 Contracts

- (a) The Company may enter into contracts or arrangements with other companies or bodies in which a Director has an interest, provided it does so according to the usual commercial terms and conditions which apply to such contracts or arrangements.
- (b) Any interest of a Director must be dealt with in accordance with the relevant legislation, being either:
 - (i) the Corporations Act; or
 - (ii) the ACNC Regulation,which shall include disclosing an interest and having the Secretary record all declarations in the minutes of the relevant meeting.
- (c) Subject to **clause 43(b)**, a Director who has an interest in a contract or arrangement made by the Company and has disclosed this interest to the Board may:
 - (i) be present while the matter is being considered at a meeting;

- (ii) still be counted in determining whether or not a quorum is present at any meeting of Directors considering that contract or arrangement or proposed contract or arrangement;
 - (iii) not vote on the matter;
 - (iv) sign or countersign any document relating to that contract or arrangement or proposed contract or arrangement; and
 - (v) not vote in respect of, or in respect of any matter arising out of, the contract or arrangement or proposed contract or arrangement.
- (d) A Director's failure to make disclosure under this **clause 43** does not render void or voidable a contract or arrangement in which the Director has a direct or indirect interest.
- (e) A general notice given to the Board by a Director that the Director is an officer, a member of, or otherwise interested in any specified corporation or firm stating the nature and the extent of the Director's interest in the corporation or firm shall, in relation to any matter involving the Company and that corporation or firm after the giving of the notice, be a sufficient disclosure of the Director's interest, provided that the extent of the interest is no greater at the time of first consideration of the relevant matter by the Board than was stated in the notice.

PROCEEDINGS OF DIRECTORS

44 Meetings of Directors

- (a) The Board may meet together for the despatch of business, adjourn and otherwise regulate its meetings and proceedings as it thinks fit, provided that the Board must meet not fewer than four (4) times each calendar year.
- (b) A Director may at any time, and the Secretary upon the request of a Director shall, convene a meeting of the Board by giving at least twenty-four (24) hours' notice of the meeting to all Directors, provided that the Director or Secretary must have used his or her best endeavours to ensure that the notice was properly provided.
- (c) Notice of a meeting of the Board must be in writing by any means including paper, email or digital messaging, provided that proof of service can be provided upon request.
- (d) Subject to **clause 44(e)**, a Board meeting may be convened or held using any technology consented to by a majority of Directors. The consent may be a standing one.
- (e) The particular technology used to convene or hold a Board meeting, pursuant to **clause 44(d)**, must be of a type that is available and accessible to all Directors who wish to attend the Board meeting.
- (f) All resolutions of the Directors passed at a meeting of the Board where a quorum is present but where notice of the meeting has not been given as required to each Director, or any act carried out pursuant to such resolution, shall, provided each Director to whom notice was not given subsequently agrees to waive the same, be as valid as if notice of the meeting had been duly given to all Directors.

Attendance by a Director at a meeting of Directors waives any objection which that Director may have to a failure to give notice of the meeting.

45 Quorum

- (a) The quorum necessary for the transaction of the Board's business is Directors being personally present (or in conference in accordance with **clause 44**) who represent a majority of the total number of Directors.
- (b) A quorum must be present at all times during the meeting in order for business to be transacted.

46 Chairperson

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

47 Voting

- (a) A resolution of the Board must be passed by a majority of votes of the Directors present at the meeting who vote on the resolution. A resolution passed by a majority of the votes cast by the Directors will for all purposes be taken to be a determination of the Board.
- (b) Each Director shall have one (1) vote.
- (c) In case of an equality of votes at a meeting of the Board, the Chairperson is entitled to a casting vote in addition to a deliberative vote.

48 Resolutions by Directors

- (a) The Board may pass a resolution without a Board meeting being held if a majority of the Directors sign a document containing a statement that they are in favour of the resolution set out in that document. For this purpose, signatures can be contained in more than one document.
- (b) An email transmission which is received by the Company and which purports to have been sent by a Director shall for the purposes of this **clause 48** be taken to be in writing and signed by that Director at the time of the receipt of the email transmission by the Company.
- (c) A vote made by a Director using an online voting platform operated or commissioned by the Company shall for the purposes of this **clause 48** be taken to be in writing and signed by that Director at the time the vote was received by the online voting platform.

- (d) Any decisions made under **clauses 48(a) to 48(c)** shall be tabled at the next Board meeting.

49 Committees

- (a) The Board may form and delegate any of its powers to the following Committees consisting of such Directors and/or other persons as it thinks fit and may from time to time revoke such delegation:
- (i) a Committee to hear appeals under **clause 12.2** (known as the Disciplinary Committee); and
 - (ii) any other Committees that the Board sees fit to establish from time to time.
- (b) The Board has the power to require any Committee (excluding the Disciplinary Committee) to have all decisions made by that Committee ratified by the Board.
- (c) A Committee must in exercise of the powers delegated to it conform to any directions and restrictions that may be imposed on it by the Board. A power so exercised shall be taken to be exercised by the Board.
- (d) The meetings and proceedings of any Committee consisting of more than one person will be governed by the provisions for regulating the meetings and proceedings of the Board contained in this Constitution.
- (e) A minute of all the proceedings and decisions of every Committee shall be made, entered and signed in the same manner in all respects as minutes of proceedings of the Board are required by the Corporations Act and this Constitution to be made entered and signed. A copy of such Committee minutes shall be tabled at the next Board meeting.

50 Validation of Acts of Directors

All acts done:

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

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

MINUTES

51 Minutes

- (a) The Board must cause minutes to be kept in such a manner as is required by the Corporations Act (notwithstanding the application of section 111L of the Corporations Act) for the purposes of recording:
- (i) the names of the Directors present at each meeting of the Board and of Directors present at each meeting of any Committee;
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Local and Independent News Association Limited

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

SECRETARY

52 Appointment and Tenure

- (a) There must at all times be at least one Secretary appointed by the Board for a term and on conditions determined by the Board.
- (b) The Board may replace any Secretary so appointed.
- (c) The Secretary appointed under **clause 52(a)** shall be the Company Secretary for the purposes of the Corporations Act.

BY-LAWS

53 By-Laws

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

EXECUTION OF DOCUMENTS

54 Execution of Documents

- (a) Without limiting the manner in which the Company may execute any contract, including as permitted under section 126 of the Corporations Act, the Company may execute any agreement, deed or other document by:
 - (i) two (2) Directors signing the same; or
 - (ii) one (1) Director and one (1) Secretary signing the same.
- (b) Nothing in this Constitution requires the Company to execute any agreement, deed or other document under common seal for the same to be effectively executed by the Company.

ACCOUNTS AND INSPECTION OF RECORDS

55 Accounts and Inspection

The Board shall:

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

NOTICES

56 Service of Notices

- (a) A notice may be given by the Company to a Member by:
 - (i) sending it by post to the Member or leaving it at the Member's address shown in the Register or otherwise the address supplied by the Member to the Company for the giving of notices;
 - (ii) sending it to the electronic address supplied by the Member to the Company for the giving of notices; or
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- (iii) using any of the methods in **clause 56(a)(i)** or **56(a)(ii)** but in relation to a Representative appointed under **clause 10**, rather than in relation to the Member itself.
- (b) Where a Member has not left at or sent to the Office its address for inclusion in the Register as the place at which notices may be given, the Member shall not be entitled to receive any notice.
- (c) Where a notice is sent by post, service of the notice shall be taken to be affected by properly addressing, prepaying and posting a letter containing the notice and shall be deemed to have been affected on the third (3rd) day after the date of posting. Service of a notice to a Member outside Australia shall be deemed to have been made in the ordinary course of the post.
- (d) Where a notice is sent by electronic means, service of the notice shall be taken to be affected by properly addressing and sending the notice and in such case shall be taken to have been affected on the Business Day after it is sent.
- (e) Evidence of service of a notice may be established by proving that the envelope containing the notice and stamped appropriately was properly posted and a certificate given by any Officer of the Company to that effect shall be conclusive evidence of service.

WINDING UP

57 Winding Up

- (a) If any surplus remains following the winding up of the Company, that surplus may be paid to or distributed to any one or more of the Members, so long as the Member(s) has:
 - (i) objects which are similar to the Objects and is charitable;
 - (ii) a constitution which requires its income and property to be applied solely in promoting its objects; and
 - (iii) a constitution which prohibits it from paying or distributing its income and property amongst its members to an extent at least as great as imposed on the Company by **clause 5.2(b)**.
- (b) If **clause 57(a)** does not apply, then the surplus referred to in that clause will be given to another institution(s) or corporation(s) which has:
 - (i) objects which are similar to the Objects and is charitable;
 - (ii) a constitution which requires its income and property to be applied solely in promoting its objects; and
 - (iii) a constitution which prohibits it from paying or distributing its income and property among its members to an extent at least as great as imposed on the Company by **clause 5.2(b)**.
- (c) The distribution of any surplus referred to in **clause 57(a)** and/or the identity of the institution(s) or corporation(s) referred to in **clause 57(b)** is to be determined by the Parent Member, in writing, at or before the time of dissolution and failing such determination being made, by application to the Supreme Court of New

INDEMNITY

58 Indemnity

To the extent permitted by law every Officer (and former Officer) of the Company shall be indemnified out of the funds of the Company against all costs, expenses and liabilities incurred in that person's capacity as an Officer or employee of the Company (or former Officer or employee of the Company). However, no such Officer or employee (or former Officer or employee) shall be indemnified out of the funds of the Company under this **clause 58** unless:

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

59 Payment of Indemnity Policy Premium

- (a) To the extent permitted by law the Company may at the discretion of the Board enter into and/or pay a premium in respect of a policy of insurance insuring an Officer (or former Officer) of the Company against any liability incurred by such person in that capacity (whether in respect of acts or omissions before or after the date of the issue of the policy or both) except for:
 - (i) a liability arising out of conduct involving a wilful breach of duty in relation to the Company; or
 - (ii) a liability arising out of conduct that contravenes the governance standards in sections 45.5 to 45.25 of the ACNC Regulation.
- (b) The Board shall have the discretion to approve the terms and conditions of any such policy of insurance.
- (c) Where an Officer (or former Officer) has the benefit of an indemnity pursuant to an insurance policy in respect of his or her actions or omissions then the Company shall not be required to indemnify the Officer under **clause 58** except to the extent that the indemnity affected by the insurance policy does not fully cover the person's liability.

60 Indemnity to Continue

The indemnity granted by the Company contained in **clauses 58** and **59** shall continue in full force and effect notwithstanding the deletion or modification of that clause, in respect of acts and omissions occurring before the date of the deletion or modification.

Annexure A Form of Appointment of Proxy

Local and Independent News Association Limited
(incorporated under the *Corporations Act 2001* (Cth))

PROXY FORM

1. Your details

(Please print your name and address)

Name: _____

ACN/ABN (if applicable): _____

Address: _____

City: _____

State: _____

Postcode: _____

Country: _____

Telephone: _____

2. Appoints

Name: _____

(Please print name of proxy)

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

3. Directions

4. Signature

5. Date