

ARC @ UNSW COLLEGE LIMITED

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ARC @ UNSW College Limited CONSTITUTION

1. Definitions and Interpretation

1.1 Definitions

In this Constitution, unless the context otherwise requires:

Academic Day means a day during the first or second session of the UNSW College's academic year which is not a Saturday, Sunday, public holiday or UNSW College holiday.

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

AGM means an Annual General Meeting of the Company.

Alternate Representative means a person appointed by an authorised representative to exercise some or all of their power for a specified period.

Alumni Student means a graduate of UNSW College who was enrolled in a course of study with the institution during any of the three calendar years immediately preceding their graduation.

ASIC means the Australian Securities and Investments Commission.

Auditor means the Auditor appointed by the Company from time to time to the extent required under applicable laws including the Corporations Act.

Authorised Representative means a person nominated as such by a Member.

Board or Governing Board means the Board of the Directors of the Company.

CEO means the Company's Chief Executive Officer (including any person who acts in that position)(if any).

Chair means the person nominated or elected to be the chair of meetings of Directors or the chair of meetings of Members (as applicable).

Company means Arc @ UNSW College Limited.

Constitution means the Constitution of the Company.

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

DGR means a fund, authority or institution to which gifts can be deducted under Division 30 of the *Income Tax Assessment Act 1997 (Cth)*.

Director means an individual elected or appointed to the office of Director of the Company from time to time.

Foundation Member means Arc @ UNSW Limited ACN 121 239 674.

General Meeting means a meeting held in accordance with Article 8 of this Constitution.

Government Representative means an official representative of a state or federal government of Australia, including government instrumentalities or other government-funded bodies.

Guarantee means the maximum amount each Member agrees to pay to the Company in accordance with Article 4 of this Constitution.

Law includes statute, regulation, legislative instrument, rules, standards, proclamation, ordinance or by-law which, by or under statute, bind a person from time to time.

Member means a person admitted as a Member under this Constitution and the Corporations Act and whose name is entered on the Register of Members.

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

Regulations means regulations made by the Board under section 10.4.

Relevant Laws means Laws regulating the registration, reporting or governance obligations of the Company and includes without limitation at the date of adoption of this Constitution:

- (a) Corporations Act;
- (b) ACNC Act;
- (c) Income Tax Assessment Act 1997 (Cth); and
- (d) Charities Act 2013 (Cth);

Secretary means the Company Secretary and includes the assistant or acting secretary or any delegate for the Secretary.

Simple Majority means the next whole number higher than one half of the total number of Directors or committee members eligible to attend and vote at a meeting.

Special Resolution means:

- (a) With respect to a resolution of the Board, where at least 75% of the total number of Directors present and entitled to vote on the resolution vote in favour of the resolution
- (b) With respect to a resolution of Members, where at least 75% of the total number of Members present and entitled to vote at a General Meeting, vote in favour of the resolution which vote must include the vote of the Foundation Member.

Student means a person who is enrolled for the award of a degree, diploma or certificate at UNSW College.

Student Director means a Student(s) or an Alumni Student who is elected or appointed as a Director on the Governing Board.

University or UNSW means the University of New South Wales.

UNSW College means the higher education provider owned by the University.

1.2 Interpretation

Words importing:

- (a) (Singular/Plural): The singular includes the plural and conversely.
- (b) (Gender): A gender includes all genders, unless specifically indicated in a provision of the Constitution.
- (c) (Person): A reference to a person includes a body corporate, an unincorporated body, enterprise, firm, trust, joint venture, syndicate or other entity and conversely.

1.3 Interpretation subject to Relevant Laws

- (a) This Constitution is to be interpreted subject to Relevant Laws. If there is any inconsistency, Relevant Laws prevail.
- (b) To the extent that Relevant Laws require this Constitution to include provisions so that the Company can hold a registration or exemption status, those provisions are taken to form part of this Constitution.
- (c) Provisions which are optional replaceable rules under the Corporations Act do not apply to the Company.

1.4 Corporations Act

Any capitalised term used in this Constitution that has a particular meaning in the Corporations Act has the same meaning as in the Corporations Act unless expressly stated to the contrary.

2. Status of the Company

2.1 Nature of the Company

The Company is a public company limited by guarantee.

2.2 Replaceable Rules

The Replaceable Rules applicable to a public company contained in the Corporations Act from time to time do not apply to the Company.

2.3 Amendment to Constitution

This Constitution can only be amended by a Special Resolution passed at a duly convened meeting of Members in accordance with section 7.6.

3. Powers of the Company

3.1 Powers

The Company has the legal capacity and powers of an individual, both in and outside Australia. The Company also has all the powers of a body corporate other than those powers denied by the Corporations Act to a company limited by guarantee.

3.2 Application of Income and Property of the Company

The income and property of the Company must be applied towards the promotion of the objectives of the Company as set out in this Constitution. No part of the income or property of the Company may be applied to, and the business of the Company may not be carried on for the purpose of, the profit or gain of any Member.

3.3 Restriction on Powers

The Company does not have the power to:

- (a) issue shares of any kind; or
- (b) apply, pay or transfer, whether directly or indirectly, any portion of the profits and property of the Company for the benefit of, or to, a Member unless permitted by clause 3.4.

3.4 Payments in Good Faith

The restriction under section 3.3 does not prevent the payment in good faith of:

- (a) remuneration as provided for in sections 9.14 to 9.16;
- (b) reasonable proper rent, remuneration or return for any premises of a Member occupied by the Company;
- (c) reasonable and proper remuneration in return for services rendered by a Member to the Company;
- (d) for goods supplied by a Member to the Company in the ordinary and usual course of operation;
- (e) for out-of-pocket expenses incurred by a Member on behalf of the Company;
- (f) interest on money lent by a Member to the Company;

provided that any such payment may not exceed the amount ordinarily payable between ordinary commercial parties dealing at arms' length in a similar transaction.

4. Guarantee of Members

Each Member undertakes to contribute a maximum of one dollar (A\$1.00) to the Company for payment of:

- (a) the debts and liabilities of the Company;
- (b) the costs, charges and expenses of any winding up; and
- (c) the adjustment of the rights of Members among themselves.

This payment applies:

- (a) in the event that the Company is wound up; and
- (b) while the Member is a Member; or
- (c) within one year after the Member ceases to be a Member.

5. Objects of the Company

The objects for which the Company is established are:

- (a) to promote the wellbeing of Students to improve the quality of student life and enhance the student experience at UNSW College;
- (b) to promote the participation of Students in the UNSW College community and be the voice of the Students;
- (c) to provide a relevant and responsive range of educational, cultural and social facilities which advance the interests of Students;
- (d) to be a forum for promoting the development of transferable skills and capabilities of Students;
- (e) to encourage diversity amongst the UNSW College student community and to build networks, experiences and create opportunities for Students to socialise and have fun; and
- (f) to provide ancillary services and facilities, including commercial activities, that serve the purpose of supporting and furthering the Company's strategic plan as determined from time to time.

6. Membership

6.1 Minimum and Maximum Numbers

There must be at least one Member. There shall be no limit on the maximum number of Members.

6.2 Categories of Membership

The Members of the Company comprise:

- (a) the Foundation Member as the initial sole Member named in the application for registration who shall carry voting rights; and
- (b) such other voting or non-voting categories whose rights, benefits, privileges, entitlements, obligations, liabilities, eligibility and status will be determined by the Board.

6.3 Admission to Membership

The Board may at its discretion admit any person, association, organisation, institution, body, entity or Government Representative who satisfy the eligibility criteria set by the Board from time to time in accordance with this Constitution and the Regulations.

6.4 Rights and Obligations of Members

- (a) Voting Members have the right to receive notice of, participate in the requisition of, attend, speak at, vote at and join in the demand for a poll at general meetings. These rights are suspended while membership fees are unpaid.
- (b) Non-voting Members have the right to receive notice of and attend the annual general meeting, but may not participate in the requisition of, speak at, vote at or join in the demand for a poll at that meeting.

6.5 Address of Member

- (a) Each Member shall provide to the Company, details of an address where the Company can send notices.
- (b) These details will be recorded on the Company Member register.
- (c) Where a Member provides an email or other electronic address, the Company discharges its obligation to serve notice on that member under the Constitution or the Corporations Act by sending a copy of any notice required to that email or other electronic address. Members may elect to receive no other correspondence from the Company to this address.

6.6 Application to Become a Member

Every application to become a Member shall be made to the Company in the form prescribed by the Board from time to time and containing such information and undertakings as the Board may reasonably require.

6.7 Notification of Acceptance

Any Member who satisfies the eligibility criteria set out in section **Error! Reference source not found.**, and who follows the procedure prescribed by section 6.6, will automatically become a Member on payment of the required subscription fee (if any).

6.8 Applicant to Agree to be bound

Every person admitted to membership of the Company shall be deemed to have agreed to be bound by the Constitution and the Regulations and by any other rules, regulations or by-laws of the Company from time to time in force.

6.9 Members Subscriptions

Each Member must pay the subscription fee determined by the Board from time to time (if any).

6.10 Non-payment of Subscriptions

- (a) If any subscription fee of a Member remains unpaid for more than eight (8) weeks the Board may suspend all or any privileges of membership of that Member until payment is received in full.
- (b) If any subscription fee of a Member remains unpaid for more than four (4) months the Board may terminate the membership of that Member and may elect to recover this debt and all additional administrative costs associated with debt recovery.
- (c) A Member may submit in writing to the Board, an application for waiver of 6.10(a) or 6.10(b). The application will provide detail of the circumstances of hardship or other difficulties associated with the payment of the subscription fee.

6.11 Cessation of Membership

A Member ceases to be a Member if:

- (a) the Member resigns in writing (the resignation being effective on the date the resignation is received by the Company unless another date is stated in the resignation notice); or
- (b) the Member fails to pay a subscription fee as consistent with section 6.10; or
- (c) in the case of an individual, the Member dies; or no longer has decision – making capacity under state/territory laws relating to mental health;
- (d) the Member is wound up or deregistered;
- (e) the Member becomes bankrupt, or makes any arrangement with the Member's creditors generally.

6.12 Effect of Cessation

A Member who ceases to be a Member continues to be liable for:

- (a) any subscription and all arrears due and unpaid at the date of cessation;
- (a) all other moneys due by them to the Company; and
- (b) the Guarantee.

7. Meetings of Members

7.1 Calling Meetings of Members of Directors

The Board of Directors may call a meeting of Members to be held at the time and place (including 2 or more venues using technology which gives Attending Members as a whole a reasonable opportunity to participate) and in the manner that the Board resolves including in a wholly virtual format.

7.2 Calling of General Meetings by Directors When Requested by Members

- (a) Without limiting any applicable provisions of the Corporations Act regarding general meetings of a public company, the Board must call and arrange to hold a general meeting on the request of at least 5% of the total number of Members.
- (b) The request must be in writing, state any resolution to be proposed at the meeting, be signed by the Members making the request and given to the Secretary.
- (c) The Directors must call a meeting within 21 days after the request is given to the Secretary and the meeting must be held no later than two (2) months after the request is given to the Secretary.

7.3 Failure of Directors to Call General Meeting

- (a) If Directors do not call a General Meeting within 21 days after the request is given to the Secretary, the Members with more than 50% of the votes of all the members who made a request under section 7.2 may call a General Meeting.
- (b) The meeting must be called in the same manner, so far as possible, in which General Meetings of the Company are called.
- (c) The Company must pay all reasonable expenses the Members incurred because the Directors failed to call the meeting.

7.4 Calling of General Meetings by Members

- (a) Members with at least 5% of votes that may be cast at a General Meeting of the Company may call and arrange to hold a General Meeting. The Members calling the meeting must pay the expenses of calling and holding the meeting.
- (b) The meeting must be called in the same manner, as far as is possible, in which General Meetings of the Company may be called.

7.5 Date of Meeting

A General Meeting called under this Constitution must be held on an Academic Day, unless a time delay would breach section 7.2, then a general meeting may be held on a working day in New South Wales. The meeting must be called in the same manner, as far as possible, in which general meetings of the Company may be called.

7.6 Notice to Remove a Director or Auditor or Amend Constitution

At least 21 days' notice must be given of a General Meeting at which a resolution will be moved to:

- (a) remove a Director under section 9.11; or
- (b) amend this Constitution.

7.7 Resolution to amend Constitution

This Constitution may only be amended, varied or repealed in a General Meeting by a Special Resolution of Members.

7.8 Written Notice

- (a) Notice of the meeting of Members must be given individually to each Member entitled to vote at the meeting and to each Director.
- (b) Notice will be deemed to have been given if it is sent to the address provided by the Member in their application for membership or subsequent applications by the Member to amend their details on the member register.

7.9 Methods of Notice

- (a) The Company may give the notice of meeting to a Member:
 - (i) by sending it to the address of the Member in the register of Members or the alternative address (if any) nominated by the Member;
 - (ii) by any other means authorised by the Corporations Act.

7.10 Post and Other Electronic Means

- (a) A notice of meeting sent by post is taken to be given three days after it is posted.
- (b) A notice of meeting sent by other electronic means is taken to be given on the business day after it is sent.

7.11 Auditor Entitled to Notice and Other Communication

The Company must give its Auditor:

- (a) notice of General Meeting in the same way that a Member is entitled to receive notice; and
- (b) any other communication relating to the General Meeting that a Member is entitled to receive.

7.12 Contents of Notice of Meeting

The notice of meeting must conform to the requirements of the Corporations Act.

7.13 Notice of Adjourned Meetings

When a meeting is adjourned new notice of the resumed meeting must be given if the meeting is adjourned for one month or more.

7.14 Members' Rights to Put Resolutions at the General Meeting

The following Members may give the Company notice of a resolution that they propose to move at a general meeting:

- (a) Members with at least 5% of the votes that may be cast on the resolution;
- (b) at least 50 Members who are entitled to vote at a general meeting, whichever is lower.

The notice must:

- (i) be in writing;
- (ii) set out the wording of the resolution;
- (iii) be signed by the Members proposing to move the resolution; and
- (iv) delivered to the Secretary not less than 10 days prior to the date of the proposed meeting.

The Company must ensure that notice of the proposed resolution is given at least six (6) days prior to the date of the proposed meeting according to the method of notice as defined in section 7.9 of this Constitution.

The Company need not give notice of the resolution if it is defamatory.

7.15 Technology

The Company may hold a meeting of its Members at two or more venues using any technology that gives the Members as a whole a reasonable opportunity to participate including in a wholly virtual format.

7.16 Quorum

The quorum for a meeting of Members is one Member unless there is more than one Member in which case Members holding votes equal to more than half of all votes entitled to be cast at a general meeting will constitute a quorum.

7.17 Determining Presence of Quorum

In determining whether a quorum is present:

- (a) all members and individuals attending as proxies or Authorised Representatives are to be counted towards a quorum; and
- (b) all proxies held by the Chair are to be counted towards quorum.

7.18 Adjournment of Meeting

- (a) A meeting that does not have a quorum present within 30 minutes after the meeting time set out in the notice of meeting is to be adjourned to a date, time and place as the Chair specifies.
- (b) If the Chair does not specify one or more of those requirements, the meeting is adjourned as follows:
 - (i) to the same day of the next week, if the date is not specified;
 - (ii) to the same time, if the time is not specified; or
 - (iii) to the same place, if the place is not specified.

7.19 Chairing Meetings of Members

- (a) The Chair of Members' Meetings shall be the Chair of Directors' Meetings.
- (b) If the Chair of Directors' Meetings is not available or willing to act as Chair of a Member's Meeting, a Member present at the meeting elected by the majority of Members present shall preside as Chair for that meeting.

7.20 Auditor's Right to be heard at Meetings of Members

The Auditor is entitled to attend meetings and be heard at the meeting on any part of the business of the meeting that concerns the Auditor in their capacity as Auditor. The Auditor is entitled to be heard even if:

- (a) the Auditor retires at the meeting; or
- (b) the meeting passes a resolution to remove the Auditor from office.

7.21 Authorised Representative of Auditor

The Auditor may authorise a person, provided in writing to the Secretary as their representative for the purpose of attending and speaking at any General Meeting.

7.22 Proxies

- (a) A Member who is entitled to attend and cast a vote at a meeting of Members may appoint a proxy to attend and vote for the Member at that meeting.
- (b) Any proxy must be appointed in accordance with, and has the rights set out in, the Corporations Act.
- (c) The form of proxy to be used shall be as near as possible to the form set out in Schedule 1 of this Constitution which must be completed and returned to the Secretary not less than 48 hours prior to the meeting to which the proxy appointment relates.
- (d) A proxy does not have to be a Member of the Company.

7.23 Voting at Meetings of Members

At a meeting of Members each Member present and eligible to vote (in accordance with section 6.4 of this Constitution), shall have one vote.

7.24 Objections to Right to Vote

A challenge to a right to vote at a meeting of Members:

- (a) may only be made at the meeting; and
- (b) must be determined by the Chair whose decision is final.

7.25 How Voting is carried out

- (a) A resolution put to the vote at a meeting of Members will be decided on a show of hands or a poll.
- (b) Each eligible Member has one (1) vote both on a show of hands and a poll.

7.26 Declaration by Chair

A declaration by the Chair is conclusive evidence of the result.

7.27 Recording Votes

Neither the Chair nor the minutes need to state the number or proportion of the votes recorded in favour or against a resolution.

7.28 Standing Orders

The Board shall cause a record of standing orders for meetings to be kept.

8. Annual General Meetings (AGM)

8.1 Requirement to Hold AGM

The Company must hold an AGM at least once in each calendar year and within five months after the end of its financial year.

8.2 Other Meetings

An AGM is to be held in addition to any other meetings held by the Company in a year.

8.3 Consideration of Reports at AGM

The Directors must lay before an AGM:

- (a) the financial report;
- (b) the Directors' report; and
- (c) the Auditor's report (if required),

for the last financial year that ended before the AGM, completed in accordance with the requirements of the Corporations Act.

8.4 Business of the AGM

- (a) The business of the AGM may include any of the following, even if not referred to in the notice of meeting:
 - (i) the consideration of the annual financial report, Directors' report and Auditor's report;
 - (ii) the appointment of the Auditor; and
 - (iii) the fixing of the Auditor's remuneration.

8.5 Questions by Members of the Association

The Chair of the AGM must allow a reasonable opportunity for the Members as a whole at the meeting to ask questions about or make comments on the management of the Company.

8.6 Questions by Members of Auditors

If the Auditor or the Auditor's representative is at the meeting, the Chair of an AGM must allow a reasonable opportunity for the Members as a whole at the meeting to ask the Auditor or the Auditor's representative questions relevant to the conduct of the audit and the preparation and content of the Auditor's report.

9. Directors

9.1 Number

- (a) Company must have between three (3) and seven (7) Directors unless otherwise determined in a General Meeting.
- (b) Student Directors must be a Student or Alumni Student for the duration of their term as Student Directors.

9.2 Composition

The composition of the Board shall be as follows:

- (a) Up to three (3) directors who are appointed by the Foundation Members (**Appointed Directors**);
- (b) Up to four (4) Student Directors who are elected to the Board by Students (**Elected Directors**).

9.3 Board Diversity

- (a) The composition of the four (4) Student Directors described in 9.2(b) must include two (2) women and/or gender diverse students.
- (b) The Board may prescribe electoral regulations to facilitate board diversity.

9.4 Election of Directors

- (a) Student Directors must be elected by Students in accordance with the Regulations, except for the initial Student Directors who will be appointed and endorsed under section 9.7.
- (b) The Foundation Member must endorse as a Student Director each of the candidates declared as eligible to be appointed as a Student Director in the most recently held election in accordance with the Regulations.

9.5 Appointment of Directors

- (a) The Foundation Member has the right to nominate and appoint up to three directors to the Board.
- (b) Upon receiving the nominations, the Board must endorse and resolve to appoint the Appointed Directors to the Board.

9.6 Term of Office

- (a) The term of office for Student Directors shall be two (2) years commencing immediately after the annual general meeting at which the relevant Student Director election was declared and shall cease at the end of the second annual general meeting after the one at which they were declared elected.
- (b) The term of office for Appointed Directors is three years:
 - (i) commencing from the date the Board resolves to appoint the person (for example, the appointment may take effect immediately after the next annual general meeting);
 - (ii) concluding at the end of the third annual general meeting after commencing as an Appointed Director.

9.7 Initial Board and Transition Period

- (a) This section 9.7 applies notwithstanding any other provision of this Constitution.
- (b) As at date of adoption of this Constitution, the Directors of the Company will comprise the three directors appointed by the Foundation Member as named in the application for registration of the Company.
- (c) As soon as practicable after adoption of this Constituion, the Foundation Member will nominate and endorse up to four Student Directors (**Initial Elected Directors**).
- (d) The Initial Elected Directors will serve approximately a term of 1 year ending at the first AGM of the Company.
- (e) An Initial Elected Director is eligible for re-election or reappointment as a Director.
- (f) At the first AGM, 4 Student Directors will be elected and their term of office will be staggered as follows:
 - (i) Two Student Directors will serve a term of 2 years between AGMs;
 - (ii) Two Student Directors will serve a term of 1 year between AGMs.
- (g) From the date of adoption of this Constitution, the Appointed Directors will serve a term of three years.
- (h) This section does not affect the terms of Directors who are already elected or appointed as at adoption of this Constituion.

9.8 No Alternate Directors

Directors are not entitled to appoint alternates.

9.9 Other Offices Held by Directors

All Directors, with the exception of CEO of the Company, may not hold any position of profit in the Company together with the position of Director unless the position is allowed or agreed by the Board.

9.10 Director Resignation

A Director may resign as a Director of the Company by giving written notice of resignation to the Secretary.

9.11 Resolution to Remove a Director

- (a) The Company may, by resolution at a General Meeting, remove a Director before the end of the Director's period of office.
- (b) Notice of intention to move the resolution must be given to the Company at least two (2) months before the meeting is held.
- (c) The Company must give the Director a copy of the notice as soon as possible after it is received.
- (d) The Director is entitled to put their case to Members by:
 - (i) giving the Company a written statement for circulation to members,
 - (ii) speaking to the motion at the meeting.
- (e) A Director shall not be removed by, or required to vacate their office because of any resolution, request or notice of any Director or group of Directors.

9.12 Vacation of Office of Director

A Director must vacate office if the Director:

- (a) ceases to be a Director or becomes prohibited from being a Director under the Corporations Act;
- (b) resigns their office by written notice to the Company;
- (c) is absent for more than three (3) consecutive meetings, excluding extraordinary meetings without leave of the Board; or
- (d) is removed from the office of Director by a resolution of the Company in accordance with section 9.11.

9.13 Casual vacancies

- (a) The Board may, from time to time, appoint any suitably qualified person as a Director to fill a casual vacancy in a position of Elected Director on the Board provided such person is a Student or an Alumni Student.
- (b) Any Director appointed in accordance with this section 9.13(a) shall hold office only until the next election of Elected Directors.
- (c) A casual vacancy in a position of an Appointed Director shall be filled in the same manner as the initial appointment of the person who created the casual vacancy.

9.14 Payments to Directors

With the approval of the Board, but subject to the Relevant Law, the Company may pay to a Director:

- (a) reasonable expenses (including travelling and accommodation) incurred in carrying out duties as a Director;
- (b) reasonable remuneration for any service rendered to the Company by the Director in a professional or technical capacity where the amount payable is approved by the Board and is on reasonable commercial terms;
- (c) reasonable remuneration for goods supplied by the Director to the Company in the ordinary course of business; or
- (d) reasonable rent for premises leased by the Director to the Company.

provided that any such payment to a Director must comply with rule 9.15, and shall otherwise not make payments to Directors. For the avoidance of doubt, a Director must not be paid remuneration for undertaking the ordinary duties of a Director.

9.15 Restricted actions

The Company must not make any payment to a Director for goods or services rendered by that Director to the Company, unless:

- (a) the provision of those goods or services has the prior consent of the Directors;
- (b) the amount payable is on reasonable commercial terms or at rates more favourable to the Company; and
- (c) the payment has the prior approval of the Directors.

9.16 Requirements of the Act

Any amount payable to a Director under this Constitution must be in accordance with the requirements of the Relevant Law.

10. Management of Business by Directors

10.1 Powers

The business of the Company is to be managed by the Board in accordance with this Constitution.

10.2 Board's Powers to Exercise

The Board may exercise all of the powers of the Company except any powers that the Relevant Laws or this Constitution requires the Company to exercise in a General Meeting.

10.3 Power to delegate

- (a) The Board may delegate its powers and functions in writing to:
 - (i) an official or employee of the Company; or
 - (ii) a committee, advisory group or body established by the Company.
- (b) The Board may amend or revoke the terms of each delegation at any time.

10.4 Power to make Regulations

- (a) The Board may from time to time make, vary and rescind Regulations in relation to the Company.
- (b) The Regulations for the time being in force, and which are not inconsistent with this Constitution, are binding on Members and have full effect accordingly.

11. Directors' Meetings

11.1 Frequency

The Directors must meet at least two (2) times each fiscal year.

11.2 Calling Directors' Meetings

A Directors' meeting may be called by a Director giving seven (7) days notice individually to every other Director.

11.3 Technology

A Directors' meeting may be called or held using any technology consented to by the Directors.

11.4 Chair

The Chair must be a Student and shall hold office in accordance with the Regulations.

11.5 Quorum at Directors' Meetings

- (a) Unless the Directors determine otherwise, the quorum for a Directors' meeting is a Simple Majority.
- (b) Quorum must be present at all times during the meeting.

11.6 No quorum

- (a) Where the number of Directors is less than that required to constitute a quorum, the remaining Directors may hold a meeting to appoint such additional Director(s) as may be required to establish a quorum.
- (b) Such a meeting shall be deemed quorate even though fewer Directors than the number required under section 11.5 attend.

11.7 Passing of Directors' Resolutions

A resolution of the Directors must be passed by a majority of the votes cast by Directors present and entitled to vote on the resolution.

11.8 Chair's Vote

In the case of an equality of votes, whether on a show of hands or on a poll, the Chairman of the meeting at which the show of hands takes place or at which the poll is demanded shall be entitled to a second or casting vote.

11.9 Circulating Resolutions

- (a) The Board may pass a resolution without a Directors' meeting being held if all of the Directors entitled to vote on the resolution sign a document containing a statement that they are in favour of the resolution set out in the document or provide an electronic signature attached to an email containing a statement that they are in favour of the resolution set out in the document.
- (b) Separate copies of a document may be used for signing by Directors if the wording of the resolution and statement is identical in each copy.
- (c) The resolution is passed when the last Director signs.
- (d) The process for circulating resolutions must be outlined in the Company's standing orders as agreed by Board from time to time.

12. Appointment of Secretary

The Board must appoint a Secretary in accordance with the Corporations Act. The Secretary may be paid reasonable remuneration for carrying out their duties.

13. Auditor

The Company will observe the provisions of the Corporations Act and any other applicable laws in relation to the appointment, removal and resignation of an auditor.

14. Winding Up

14.1 No participation by Members

If the Company is wound up or dissolved, the Members and former Members have no right to participate in any distribution or payment of the assets or property of the Company unless that Member or former Member is a charity described in section 14.2.

14.2 Distribution of Assets

If the Company is wound up or dissolved, the assets and property available for distribution after satisfaction of all debts and liabilities shall be given or transferred to one or more charities:

- (a) with charitable purpose(s) similar to, or inclusive of, the objects of the Company;
- (b) with DGR endorsement, in the event that the Company is endorsed as a DGR at the time of winding up; and
- (c) which prohibits the distribution of its assets to its members to at least the same extent as this Constitution.

14.3 DGR Revocation

In the event that the Company is endorsed as a DGR and has its endorsement revoked, the Company must transfer all remaining gifts, deductible contributions and any money received in respect of such gifts and contributions to another DGR which is charitable at law.

14.4 Recipient of Assets

The charity or charities to be given the surplus assets, gifts, contributions or money under this section 14 must be determined:

- (a) by a Special Resolution at or before the time of winding up; or
- (b) if no such Special Resolution is passed, by a judge of the Supreme Court or such other court of competent jurisdiction.

15. Indemnity

15.1 Liability to another Person

Every person who is an Officer shall be indemnified by the Company against, and shall be paid on demand by the Officer, the amount of any liability to another person (other than the Company or a related body corporate of the Company as defined in the Corporations Act) incurred in that person's capacity as an Officer unless such liability arises out of conduct involving a lack of good faith.

15.2 Directors' Discretion

The Company shall indemnify a Director or Officer of the Company at the Directors' discretion.

15.3 Indemnity Against Costs and Expenses

The Company shall indemnify an Officer against a liability for costs and expenses (including, without limitation, legal expenses on a full indemnity basis) incurred in that person's capacity as an Officer, unless such liability arises out of conduct involving a lack of good faith:

- (a) in defending proceedings, whether civil or criminal, in which:
 - (i) judgment is given in favour of the Officer; or
 - (ii) the Officer is acquitted; or
- (b) in connection with an application, in relation to proceedings under section 15.3(a), in which a court grants relief to the Officer under the Corporations Act,

subject only to an obligation on the Officer to repay to the Company the expenses advanced by the Company if:

- (a) judgment is not given in the Officer's favour;
- (b) the Officer is not acquitted;
- (c) a court subsequently determines that the indemnification is not permitted; or

(d) the indemnification is not permitted by the Corporations Act.

15.4 Contract Between the Company and Parties

The indemnification rights in this Article constitute a contract between the relevant parties seeking indemnification and the Company and shall continue to have effect following the rescission or restrictive modification of the Article with respect to events occurring prior to the rescission or modification of the Article.

16. Contract of Insurance

The Company may pay a premium for a contract insuring a person who is or has been an Officer to the maximum extent permitted by the Corporations Act, including against:

- (a) any liability incurred by the Officer which does not arise out of conduct involving a wilful breach of duty; or
- (b) any liability for costs and expenses incurred by that person in defending proceedings relating to that person's position with the Company whether civil or criminal and whatever their outcome.

Schedule 1 – Form of Proxy

PROXY FORM

I (insert Member's name and student number)

Of (address of Member)

being a member of [Company Name] hereby appoint (tick or complete below)

[] The Chair of the Meeting

OR

(Name of proxy)

Of

(address of proxy)

as my proxy. Failing them, the Chair of the meeting to vote for me on my/our behalf at the General Meeting of the Company to be held at [Address] on [Date] at [Time] and at any adjournment thereof in the manner indicated below, or in the absence of indication, as the proxy sees fit. Per the Constitution, the Chair may act as proxy for more than one (1) member.

This form assumes the appointment of one proxy.

Resolutions

Resolution 1

For

Against

[]
]
[]
]

[

[

Resolution 2

Please sign this Proxy Form below:

Signature of Member

Name (Please Print)

Date