

**CONSTITUTION  
OF  
AHISA LIMITED**

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**CORPORATIONS ACT 2001 (CTH)**  
**A Company Limited by Guarantee**  
**CONSTITUTION OF AHISA LIMITED**

**1 DEFINITIONS AND INTERPRETATION**

**1.1 Definitions**

In this Constitution, unless the context otherwise requires:

- (a) “**ACNC Act**” means the *Australian Charities and Not-for-profits Commission Act 2012* (Cth);
- (b) “**Act**” means the *Corporations Act 2001* (Cth);
- (c) “**AHISA**” means AHISA Limited;
- (d) “**Associate Member**” has the same meaning as in Clause 9.2(c);
- (e) “**Association**” means the unincorporated association known as the Association of Heads of Independent Schools of Australia;
- (f) “**Board**” means the board of AHISA described in Clause 24;
- (g) “**Branch**” means a Branch of AHISA established under the By-Laws;
- (h) “**Branch Member**” means, in respect of a Branch, a General Member who is the Head of a school situated in the geographical area represented by the Branch;
- (i) “**Branch Rules**” means a Branch’s rules which comply with Clause 25.2;
- (j) “**By-Laws**” means any by-laws made by the Board pursuant to Clause 32;
- (k) “**Chief Executive Officer**” means the Chief Executive Officer of AHISA appointed under this Constitution;
- (l) “**Commissioner**” means:
  - (1) the Commissioner of Taxation, a Second Commissioner of Taxation or a Deputy Commissioner of Taxation for the purposes of the ITAA, if that Commissioner has responsibility for the tax or charitable status of AHISA; or
  - (2) the Commissioner of the Australian Charities and Not-for-Profits Commission, if that Commissioner has responsibility for the tax or charitable status of AHISA;

- (m) **“Constitution”** means this Constitution of AHISA or as otherwise amended;
- (n) **“Director”** means:
  - (1) a Branch Director elected or appointed pursuant to Clause 25.1; and
  - (2) the National Chair elected pursuant to Clause 26.1;
- (o) **“Financial year”** means the year ending 31 December each year;
- (p) **“General Meeting”** means the Annual General Meeting or any Special General Meeting of AHISA;
- (q) **“General Member”** has the same meaning as in Clause 9.2(a);
- (r) **“Head”** means a person satisfying the criteria set out in Clause 10.2;
- (s) **“Honorary Member”** has the same meaning as in Clause 9.2(b);
- (t) **“ITAA”** means the *Income Tax Assessment Act 1997* (Cth);
- (u) **“Member”** means a member for the time being of AHISA under Clause 9 and **“Membership”** has a corresponding meaning;
- (v) **“Objects”** means the objects of AHISA set out in Clause 4;
- (w) **“Overseas Members”** has the same meaning as in Clause 9.2(d);
- (x) **“Provisional Member”** has the same meaning as in Clause 9.2(e);
- (y) **“Special Business”** is business of a kind referred to in Clause 19.2 and includes amendments to this Constitution; and
- (z) **“Special Resolution”** means a resolution:
  - (1) for which notice has been given in accordance with the Act and the ACNC Act; and
  - (2) that has been passed by at least 75% of the votes cast by members entitled to vote on the resolution.

## 1.2 Expressions referring to “writing”

Expressions referring to “writing” will, unless the contrary intention appears, be construed as including references to printing, lithography, photography and other modes of representing or reproducing words in a visible form, including messages sent by electronic mail.

### 1.3 Interpretation

In this Constitution, unless the context otherwise requires:

- (a) a reference to a function includes a reference to a power, authority or duty;
- (b) a reference to the exercise of a function includes, where the function is a power, authority or duty, a reference to the exercise of the power or authority or the performance of the duty;
- (c) words importing the singular include the plural and vice versa;
- (d) words importing any gender include the other gender;
- (e) references to persons include corporations and bodies politic;
- (f) references to a person include the legal personal representatives, successors and permitted assigns of that person;
- (g) references to a clause or schedule refers to a clause or schedule in this Constitution;
- (h) a reference to a statute, ordinance, code or other law includes regulations and other statutory instruments under it and consolidations, amendments, re-enactments or replacements of any of them (whether of the same or any legislative authority having jurisdiction);
- (i) an expression used in a particular Part or Division of the Act or the ACNC Act that is given by that Part or Division a special meaning for the purposes of that Part or Division has in any clause of this Constitution that deals with a matter by that Part or Division the same meaning as in that Part or Division; and
- (j) all headings contained in this Constitution are for guidance and do not form part of the substance of the Constitution.

## 2 EXCLUSION OF REPLACEABLE RULES

Subject to Part 2B.4 of the Act, the replaceable rules do not apply to AHISA.

## 3 AHISA

### 3.1 Name of the company

The name of the company is “AHISA Limited” (“AHISA”).

### 3.2 **The nature of AHISA**

AHISA:

- (a) is a public company limited by guarantee under the Act;
- (b) is established solely for the Objects referred to in Clause 4;
- (c) is a professional body for Heads and will aim to maintain high standards of professional practice and conduct among its Members by fostering a collegial and professional environment of mutual understanding, trust, respect and pastoral care to optimise the opportunities for the education of Australia's young people in accordance with the Objects;
- (d) will apply its profits (if any) or other income to promoting the Objects; and
- (e) is not carried on for the purpose of profit or gain to the Members.

## **4 OBJECTS OF AHISA**

### 4.1 **Primary Object of AHISA**

The primary Object of AHISA is to optimise the opportunities for the education and welfare of Australia's young people through the maintenance of collegiality, high standards of professional practice and conduct amongst its Members.

### 4.2 **Subsidiary Objects of AHISA**

For the purpose of achieving the primary Object referred to in Clause 4.1 to benefit the education and welfare of Australia's young people, the subsidiary Objects of AHISA are to:

- (a) provide a forum for Heads to discuss matters of concern relating to the education and welfare of Australia's young people;
- (b) foster a collegial environment of mutual understanding, trust and support for Heads;
- (c) encourage an environment in which Heads can be nurtured in their spiritual growth;
- (d) arrange opportunities for the professional development of Heads, including their development in leadership;
- (e) encourage and support Heads in maintaining and improving educational standards in their schools;
- (f) assist Heads in their relationships with their schools;
- (g) develop and maintain educational links with overseas associations, heads and institutions;
- (h) contribute to debate and policy developments on matters affecting the

education and welfare of young people in Australia; and

- (i) comply with all relevant laws applicable to AHISA, including the Act and the ACNC Act.

## **5 POWERS**

### **5.1 AHISA's capacity and powers**

AHISA has the legal capacity and powers of a company set out under section 124 of the Act, which must be exercised solely for furthering the Objects.

### **5.2 How AHISA may exercise its powers under the Act**

In exercising its powers under Clause 5.1, AHISA may:

- (a) acquire (by purchase, lease or otherwise) any real or personal property and any rights or privileges which AHISA may think necessary or convenient;
- (b) borrow or raise such monies in such manner, either with or without security over any of the property of AHISA, and for that purpose execute or issue such mortgages, charges, debentures or other instruments as the Board from time to time may deem necessary;
- (c) invest any moneys and funds of AHISA in such manner as may be permitted by law for the investment of funds and generally to manage and control the assets and property of AHISA and to acquire and dispose of the same; and
- (d) do all such things incidental or conducive to the attainment of the Objects of AHISA.

## **6 DOCTRINE OF ULTRA VIRES**

### **6.1 Doctrine of ultra vires will not apply to the power of AHISA**

This Clause 6 and the other provisions of this Constitution are to be construed to:

- (a) prevent the application of the doctrine of ultra vires to the powers of AHISA to further its Objects; and
- (b) ensure AHISA can give effect to the Objects without the necessity to specifically include a power.

## **7 INCOME AND PROPERTY**

### **7.1 Income and property to only be used in promotion of the Objects**

The income and property of AHISA must be applied solely towards the promotion of the Objects.

## **7.2 Members not to receive income or property of AHISA**

No portion of the income or property of AHISA will be paid or transferred, directly or indirectly by way of dividend, bonus or otherwise to any Member.

## **7.3 Remuneration of Directors**

No remuneration or other benefit in money or money's worth will be paid or given by AHISA to any Member in their capacity as a Director unless such remuneration or benefit is authorised by Special Resolution of AHISA in General Meeting.

## **7.4 Members may receive payments in good faith**

Subject to Clauses 7.2 and 7.3, nothing in this Constitution prevents payment in good faith to any Member:

- (a) for any services actually rendered to AHISA as an employee or otherwise;
- (b) for goods supplied to AHISA in the ordinary and usual course of business;
- (c) of interest on money borrowed from any Member;
- (d) of rent of premises demised or let by any Member to AHISA; or
- (e) for any out-of-pocket expenses incurred by any Member on behalf of, and approved by, the Board,

provided any such payment does not exceed the amount ordinarily payable between ordinary commercial parties dealing at arm's length in a similar transaction.

## **8 ADDITION, ALTERATION OR AMENDMENT OF CONSTITUTION**

### **8.1 Additions, alteration and amendment of Constitution to be by Special Resolution**

No addition, alteration or amendment can be made to this Constitution unless approved by a Special Resolution of AHISA in General Meeting.

## **9 MEMBERS**

### **9.1 Members to be those persons falling within the categories in Clause 9.2**

Subject to Clause 9.8, the Members of AHISA consist of those persons falling within the categories of Members in Clause 9.2.

## 9.2 Categories of Members

AHISA consists of the following categories of Members:

(a) **General Members**, being:

- (1) all those persons whom were general members of the Association on the date of this Constitution; and
- (2) thereafter, any person whose nomination for General Membership has been accepted in accordance with this Clause 9,

who have the right to be present, speak and vote at General Meetings;

(b) **Honorary Members**, being:

- (1) all those persons whom were honorary members of the Association on the date of this Constitution; and
- (2) thereafter, those persons who have accepted Honorary Membership of AHISA at the invitation of the Board under Clause 9.7,

who may attend and speak at General Meetings but have no right to vote at General Meetings.

(c) **Associate Members**, being:

- (1) any person whose nomination for Associate Membership has been accepted by the Board,

who may attend and speak at General Meetings but have no right to vote at General Meetings.

(d) **Overseas Members**, being:

- (1) any person whose nomination for Overseas Membership has been accepted by the Board,

who may attend and speak at General Meetings but have no right to vote at General Meetings.

(e) **Provisional Members**, being:

- (1) any person whose nomination for Provisional Membership has been accepted by the Board,

who may attend and speak at General Meetings but have no right to vote at General Meetings.

### 9.3 **Nomination for General Membership**

A nomination for General Membership must be:

- (a) in writing and lodged with the Board in such form and manner as the Board determines from time to time;
- (b) endorsed by a Branch Director of the Branch representing the geographic area where the school of the person being nominated for General Membership is situated; and
- (c) endorsed by the nominee for General Membership (“the Nominee”), including an acknowledgement that if the nomination is accepted, the Nominee will automatically become a General Member and be bound by this Constitution.

### 9.4 **Board’s Recommendation about Nomination**

In accordance with Clause 10, on receipt of a nomination for a person to be a General Member, the Board must recommend that the nomination either be:

- (a) accepted and the Nominee be invited to become a General Member; or
- (b) rejected or deferred.

### 9.5 **Board’s Recommended Acceptance of Nomination**

If the Board recommends acceptance of a nomination for a person to become a General Member, the Chief Executive Officer must as soon as practicable notify that person of the decision to accept their nomination for membership as a General Member and that person will be deemed to be a General Member from the date of that notification.

### 9.6 **Board Recommended Rejection of Nomination**

If the Board rejects a nomination for General Membership, the Chief Executive Officer must as soon as practicable notify the person of such rejection but is not required to give reasons for that rejection.

### 9.7 **Honorary Members**

The Board is at liberty to recommend such persons as the Board deem fit to be invited to become an Honorary Member. A person to whom an offer of Honorary Membership is made will be deemed to be an Honorary Member from the date the Chief Executive Officer receives written acknowledgment of acceptance of Honorary Membership from such person.

### 9.8 **Creation of New Categories of Membership**

- (a) The Board has the right and power from time to time to create new categories of membership with such rights, privileges and obligations as are determined applicable, even if the effect of creating a new category is to alter rights, privileges or obligations of an existing category of Members.

- (b) No new category of membership may be granted voting rights.
- (c) Members must be notified in writing of any new categories of Membership created under this Clause 9.8.

## **10 CRITERIA FOR GENERAL MEMBERSHIP**

### **10.1 Board to not endorse nomination unless Clause 10.2 is satisfied**

The Board must not recommend that the nomination of a person as a General Member be accepted under Clause 9.4 unless that person satisfies the criteria for a Head set out in Clause 10.2.

### **10.2 Requirements for classification of a person as a “Head”**

In this Constitution, a “Head” means a person who in the opinion of the Board, or in the opinion of such other person or persons as the Board may nominate from time to time, is the head of a non-government school owned and operated by a legal entity that is a charity registered with the Australian Charities and Not-for-profits Commission and:

- (a) ordinarily has the day-to-day freedom and responsibility for managing the school, its staff and its students;
- (b) ordinarily has the day-to-day freedom and responsibility to effectively implement the school’s shared vision within the strategic framework determined by the school’s governing body;
- (c) ordinarily has the day-to-day freedom and responsibility to demonstrate and apply expertise to effectively lead and manage the school;
- (d) ordinarily has the day-to-day freedom and responsibility at the school to learn, grow, develop self and build professional expertise;
- (e) ordinarily is the usual channel of communication between the school and the school community (including without limitation its staff, students, parents and alumni);
- (f) has the freedom and willingness to pursue the Objects of AHISA and to abide by a Member’s obligations under this Constitution; and
- (g) satisfies any additional criteria as formulated by the Board from time to time as By-Laws.

## **11 EFFECT OF MEMBERSHIP**

### **11.1 Consequences of Membership**

Members acknowledge and agree that:

- (a) this Constitution constitutes a contract between each of them and AHISA and that they are bound by and must comply with:
  - (1) this Constitution and the By-Laws; and
  - (2) any determination, resolution or policy which may be made or

passed by the Board or any duly authorised committee in accordance with this Constitution;

- (b) by submitting to this Constitution and the By-Laws they are subject to the jurisdiction of AHISA;
- (c) this Constitution is made in pursuit of the Objects and operates to create uniformity in the way in which the Objects are to be conducted, encouraged, promoted and administered in Australia;
- (d) this Constitution and the By-Laws are necessary and reasonable for promoting the Objects and particularly the advancement and protection of education in Australia; and
- (e) subject only to this Constitution, they are entitled to all the rights, advantages, privileges and services of AHISA membership.

## 11.2 **Obligation of Members**

AHISA and its Members agree:

- (a) to act with professionalism, in good faith and loyalty to each other to promote and improve education in Australia through the maintenance and enhancement of AHISA, its standards, quality and reputation for the collective purpose of the Members;
- (b) not to do or permit to be done any act or thing which might adversely affect or derogate from the standards, quality and reputation of education in Australia and its maintenance and enhancement;
- (c) to make full and proper disclosure to each other of all matters of importance to AHISA and education in Australia;
- (d) to ensure that no Member acquires a material or financial advantage at the expense of AHISA, any other Member or education in Australia;
- (e) to operate with mutual trust and confidence in pursuit of the Objects;
- (f) to promote the economic, spiritual and academic success, strength and stability of each other and act interdependently with each other in pursuit of the Objects;
- (g) to do all things reasonably necessary to enable the Objects to be achieved; and
- (h) to at all times act for the advantage of AHISA in its pursuit of the Objects.

## **12 LIABILITY OF MEMBERS**

### **12.1 Liability of Members to be limited by guarantee**

The liability of the Members of AHISA is limited to the amount of any guarantee made by a Member under this Clause 12.

### **12.2 Guarantee to be \$1**

Every General Member undertakes to contribute to the assets of AHISA in the event of it being wound up:

- (a) while that General Member is a General Member; or
- (b) within one year after ceasing to be a General Member,

for payment of the debts and liabilities of AHISA contracted before the time at which that General Member ceases to be a General Member, and the costs, charges and expenses of winding up and for an adjustment of the rights of contributors among themselves, such amount as may be required not exceeding one dollar (\$1).

## **13 SUBSCRIPTIONS AND FEES**

### **13.1 The Board may determine subscriptions and fees for Membership of AHISA**

- (a) The Board may determine from time to time subscriptions and fees to be paid by Members to AHISA, including but not limited to annual membership fees, capitation fees and levies.
- (b) Any subscriptions and fees determined by the Board under Clause 13.1(a) and the basis of, time for and manner of payment for those subscriptions and fees must be prescribed in the By-Laws.

### **13.2 Consequences of failure to pay monies due to AHISA**

If a Member fails to pay all monies due and payable by that Member to AHISA under Clause 13.1:

- (a) that Member's rights under this Constitution will be immediately suspended from the expiry of time prescribed for the payment of those monies, subject to the Board's discretion; and
- (b) such rights will be suspended until all monies are fully paid (or as otherwise decided by the Board in its sole discretion); and
- (c) the Board must deal with the Member at its discretion and in line with any applicable By-Laws and may suspend, disqualify, discipline or retain (but not impose a financial penalty) that Member as a Member, or impose such other conditions and/or requirements as the Board considers appropriate.

### **13.3 Natural Justice to be excluded to penalties imposed under Clause 13.2**

If the Board exercises its discretion under Clause 13.2 and imposes a penalty on a Member whom has not paid all monies due and payable by that Member to AHISA, the principles of natural justice are expressly excluded and do not apply to the imposition of that penalty.

## **14 AHISA REGISTER OF MEMBERS**

### **14.1 Chief Executive Officer to Keep Register**

The Chief Executive Officer must keep and maintain a register of Members and must enter such information as is required under the Act and the ACNC Act from time to time.

### **14.2 Inspection of Register**

- (a) Having regard to privacy and confidentiality considerations, a Member may request, and AHISA must provide within seven (7) days of such a request, an extract of the register.
- (b) A request for an extract of the register must be made in writing to AHISA in accordance with any applicable By-Laws, the Act and the ACNC Act, which may require a request to be accompanied by a reasonable fee for the cost of copying and providing the extract.

## **15 DISCONTINUANCE OF MEMBERSHIP**

### **15.1 Cessation of Membership**

A person ceases to be a Member if the person:

- (a) dies;
- (b) no longer satisfies the criteria for Membership set out in Clause 10;
- (c) resigns from Membership of AHISA under Clause 15.2; or
- (d) is expelled from AHISA under Clause 15.3; or
- (e) is expelled from AHISA under Clause 13.2,

with such cessation of Membership taking effect immediately upon the occurrence of the relevant event giving rise to the cessation of Membership.

### **15.2 Resignation of Members**

- (a) A Member who has paid all amounts due and payable by that Member to AHISA may resign from Membership of AHISA by giving written notice to AHISA. The resignation comes into effect upon receipt of the notice by AHISA.
- (b) If a Member resigns from AHISA, the Member must fulfil all his or her obligations to AHISA up to and including the date of resignation.

- (c) Where a person ceases to be a Member of AHISA, the Chief Executive Officer must arrange for an appropriate entry to that effect to be made in the Register of Members recording the date on which the Member ceased to be a Member.

### 15.3 **Members not of good standing**

- (a) For the purposes of this Clause 15.3, a Member may be deemed to be not of good standing if that Member has:
  - (1) breached, failed, refused or neglected to comply with a provision of this Constitution, the By-Laws or any other resolution or determination of AHISA, the Board or duly authorised committee; or
  - (2) acted in a manner unbecoming of a Member or prejudicial to the Objects and interests of AHISA; or
  - (3) brought AHISA into disrepute.
- (b) If the Board, or a committee established by the Board under Clause 31 for the purpose of exercising the Board's powers under this Clause 15, determines a Member is not of good standing, then that Board or committee may give notice to that Member of:
  - (1) the Board or committee's determination; and
  - (2) the grounds for the Board's or committee's determination,and request the Member show cause within 21 days from the date of that notice as to why action should not be taken against that Member.
- (c) If a Member fails to respond within 21 days to a notice under Clause 15.3(b) or a response (including assurances of compliance with its obligations) is not to the relevant Board's or committee's satisfaction then that Board or committee may by resolution:
  - (1) suspend or terminate that Member's membership of AHISA;
  - (2) impose conditions on that Members' membership of AHISA; or
  - (3) impose penalties on that Member (subject to the Act and the ACNC Act),as the Board or committee sees fit in accordance with the procedures and mechanisms of AHISA for disciplinary matters as set out in the By-Laws (if any).
- (d) Any penalty imposed by the Board or committee (other than termination of Membership) will take effect on the date of notification by the Board or the committee in writing to the relevant Member of that penalty.

#### 15.4 **Member may appeal decision under Clause 15.3**

- (a) A Member subject to a resolution under Clause 15.3(d) may appeal to the Board within 7 days after the date notice of the resolution is served on the Member, by lodging with the Chief Executive Officer a notice to that effect.
- (b) On receipt of a notice under Clause 15.4(a), the Chief Executive Officer must call a meeting of the Board as soon as practicable in line with the requirements for notice of a meeting pursuant to Clause 24.10.
- (c) At the meeting of the Board called under Clause 15.4(b):
  - (1) no business other than the question of the appeal may be transacted;
  - (2) the Discipline Committee and the Member must be given the opportunity to make representations in relation to the appeal orally or in writing or both; and
  - (3) the Board must vote by secret ballot on the question of whether the resolution made under Clause 15.3(d) should be confirmed or revoked.
- (d) If the Board decides in favour of the resolution made under Clause 15.3(d), that resolution is confirmed.
- (e) If the Board rejects a resolution made under Clause 15.3(d), that resolution is deemed to not have occurred.

#### 15.5 **Effect of cessation of Membership**

A Member who ceases to be a Member, for whatever reason:

- (a) forfeits all right in and claim upon AHISA and its property including intellectual property;
- (b) forfeits all representation rights at General Meetings; and
- (c) must return any AHISA documents, records or other property in its possession, custody or control to AHISA within 5 business days of cessation of membership.

#### 15.6 **Membership May be Reinstated**

Membership which has lapsed, been withdrawn or terminated under this Constitution may be reinstated at the discretion of AHISA, on application in line with this Constitution and otherwise on such conditions as the Board sees fit.

## **16 MEETINGS**

### **16.1 Annual General Meetings**

An Annual General Meeting of AHISA must be held in accordance with the Act, the ACNC Act and this Constitution on a date and at a venue to be determined by the Board.

### **16.2 All other meetings to be Special General Meetings**

All General Meetings other than the Annual General Meeting must be Special General Meetings and held in line with this Constitution, the ACNC Act and the Act.

### **16.3 Powers of the General Meeting**

AHISA in General Meeting must act in accordance with the Objects. AHISA in General Meetings will act in the best interests of AHISA and may in addition to its other powers and functions under the Act and the ACNC Act:

- (a) alter the Constitution (subject to Clause 8);
- (b) determine the remuneration of AHISA's Directors;
- (c) appoint the auditors of AHISA;
- (d) accept or reject the Annual Report;
- (e) pass or reject Special Resolutions; and
- (f) be the final arbiter on matters referred to it by the Board.

## **17 NOTICE OF GENERAL MEETINGS**

### **17.1 Notice of General Meetings to be in writing**

The Board must give written notice of every General Meeting individually to:

- (a) each and every Member entitled to vote and/or attend at that meeting;
- (b) each and every person on the Board;
- (c) the Chief Executive Officer; and
- (d) AHISA's auditors,

at least 21 days prior to the date on which that meeting is to be held.

### **17.2 Service of notice of General Meetings**

AHISA may give the notice of a General Meeting to a person entitled to notice under Clause 17.1 either:

- (a) personally; or

- (b) by sending it by post to the address for that person appearing in the register kept by AHISA or the alternative address (if any) nominated by that person; or
- (c) by sending it to the fax number or electronic address (if any) nominated by that person; or
- (d) by sending it to the person by other electronic means (if any) nominated by that person,

and the date of service shall be determined in accordance with Clause 35.

### **17.3 Content of notice of General Meetings**

A notice of a General Meeting given under this Clause 17 must state the place, day and time of the General Meeting, together with:

- (a) the agenda for the meeting;
- (b) notice of the business to be transacted at the meeting;
- (c) any notice of motion received from any Member or the Board in accordance with this Constitution;
- (d) relevant accounts and reports in line with this Constitution, the ACNC Act and the Act;
- (e) if a Member is entitled to appoint a proxy – a statement setting out:
  - (1) that the Member has a right to appoint a proxy;
  - (2) that the proxy does or does not need to be a Member; and
- (f) the date on which the notice is sent.

## **18 ENTITLEMENT AT GENERAL MEETINGS**

### **18.1 Entitlement to attend General Meetings**

At a General Meeting, each Member has, and is entitled to exercise, those voting rights and other entitlements set out in Clause 9.

### **18.2 Board may attend and debate at all General Meetings**

In addition to any rights or entitlements under Clause 18.1, each person on the Board is entitled to attend and speak at all General Meetings.

### **18.3 Member must not have any outstanding debts to AHISA**

Despite any other clause of this Constitution, no Member can be represented at, or take part in, a General Meeting, unless all monies then due and payable by that Member to AHISA are fully paid and received by AHISA.

## **19 BUSINESS OF GENERAL MEETINGS**

### **19.1 Business to be transacted at the Annual General Meeting**

The business to be transacted by the Annual General Meeting includes, but is not limited to:

- (a) the consideration of the accounts and the reports of the Board and AHISA's auditors;
- (b) the appointment of the auditors of AHISA; and
- (c) any other business considered appropriate and/or necessary by the Board.

### **19.2 All other business to be Special Business**

All business transacted at a General Meeting, with the exception of those matters set out in Clause 19.1, will be Special Business.

### **19.3 No business not on the notice for a General Meeting may be transacted**

No business not stated on the notice for a General Meeting may be transacted at that General Meeting.

## **20 NOTICES OF MOTION**

### **20.1 Any General Member may give a notice of motion for Special Business**

Subject to anything else in this Clause 20, any General Member may give AHISA a written notice of motion, requiring an issue or resolution to be included as Special Business at a General Meeting

### **20.2 AHISA must include a notice of motion as Special Business**

If a notice is given under Clause 20.1, AHISA must include the issue or resolution referred to in the notice of motion as Special Business at the next General Meeting.

### **20.3 Time for a notice of motion to be included as Special Business in General Meeting**

Despite Clause 20.2, a notice of motion from General Members under Clause 20.1 is only valid if submitted in writing (in the required form) to the Chief Executive Officer at least 45 days (excluding receiving date and meeting date) before the General Meeting to which the notice of motion relates.

## **21 SPECIAL GENERAL MEETINGS**

### **21.1 Board may convene Special General Meetings**

The Board may, by resolution and whenever it thinks fit, convene a Special General Meeting of AHISA and, where but for this Clause 21.1 more than 15 months would elapse between Annual General Meetings, must convene a Special General Meeting before the expiration of that period.

## 21.2 **Members may request Special General Meetings**

- (a) The Board must convene a Special General Meeting on the requisition in writing of more than 5% of voting General Members, and such Special General Meeting must be:
  - (1) called no later than 21 days after the requisition and in accordance with the Act, the ACNC Act and the Constitution; and
  - (2) held no later than 2 months after the requisition.
- (b) A Members' requisition for a Special General Meeting must:
  - (1) state the business to be transacted at that meeting;
  - (2) identify any resolutions (including Special Resolutions) that are to be raised at the meeting;
  - (3) be signed by the Members making the requisition; and
  - (4) be delivered to AHISA.
- (c) The requisition may consist of several documents in a like form, each signed by one or more of the Members making the requisition.

## 21.3 **Members may convene Special General Meetings**

- (a) If the Board fails to convene a Special General Meeting under Clause 21.2, the Members making the requisition, or any of them, may convene a Special General Meeting to be held not later than 3 months after the date on which the request was made.
- (b) The cost and expense of convening a Special General Meeting under this Clause 21.3 must be borne by the Members calling and holding that meeting.
- (c) A Special General Meeting convened by Members under this Constitution must be convened in the same manner, or as nearly as possible as that, in which General Meetings are convened by the Board.

## 21.4 **Members' rights to requisition and convene a General Meeting not allowed if a meeting already called**

If Members requisition a Special General Meeting in accordance with this Clause 21 and notice has already been given for a General Meeting that is to be held within the next 28 days, the Board shall not convene a Special General Meeting and the business sought by the Members in the requisition notice made under this Clause 21 shall be included in the business of the General Meeting already called.

## **22 PROCEEDINGS AT GENERAL MEETINGS**

### **22.1 Conduct of General Meetings to be determined by By-Laws**

Subject to this Constitution and, the ACNC Act, the Act, the conduct of the General Meeting is to be determined by the By-Laws.

### **22.2 Quorum Present**

No business can be transacted at any General Meeting unless a quorum of 5 General Members is present at the time when the meeting proceeds to business.

### **22.3 Chairman of the General Meeting**

- (a) The National Chair must, subject to this Constitution, preside as chairman at every General Meeting of AHISA.
- (b) If the National Chair is not present, or is unable to preside, the present General Members will elect:
  - (1) one of the remaining Directors; or
  - (2) if there are no remaining Directors willing or able to preside, a General Member,who must, subject to this Constitution, preside as chairman for that meeting only.
- (c) Any question arising at a General Meeting and relating to the order of business, procedure or conduct of that meeting must be referred to the chairman for that meeting, whose decision is final.

### **22.4 Adjournment of Meeting**

- (a) If within 30 minutes from the time appointed for the General Meeting a quorum is not present, the meeting must be adjourned to such other day and at such other time and place as the chairman of that meeting may determine. If at the adjourned meeting a Quorum is not present within 30 minutes from the time appointed for the rescheduled meeting then the meeting will lapse.
- (b) The chairman of a General Meeting may, and must if so directed by that meeting, adjourn the meeting from time to time and from place to place but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.
- (c) When a General Meeting is adjourned for 30 days or more, notice of the adjourned meeting must be given as in the case of a General Meeting.

- (d) Except as provided in Clause 22.4(c) it is not necessary to give any notice of an adjournment or the business to be transacted at any adjourned meeting.

#### **22.5 Poll**

At any General Meeting a resolution put to the vote of the meeting will be decided on a show of hands, unless a poll is (before or on the declaration of the result of the show of hands) demanded:

- (a) by the chairman of the meeting; or
- (b) by over half the General Members present at the meeting.

#### **22.6 Recording of Determinations of Votes**

Unless a poll is demanded under Clause 22.5, then:

- (a) a declaration by the chairman of that meeting that a resolution has on a show of hands been carried, or carried unanimously, or by a particular majority lost; and
- (b) an entry to that effect is made in the book containing the minutes of the proceedings of AHISA,

will be conclusive evidence of that fact without proof of the number of the votes recorded in favour of or against the resolution.

#### **22.7 Where Vote by Poll demanded**

If a poll is duly demanded under Clause 22.5 it will be taken in such manner and either at once or after an interval or adjournment or otherwise as the chairman of that meeting directs, and the result of the poll will be the resolution of the meeting at which the poll was demanded.

#### **22.8 Vote to be lost if voting is equal**

Where voting is equal the vote will be lost.

#### **22.9 Resolutions not in Meeting**

- (a) AHISA may pass a resolution without a General Meeting being held if all Members 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.
- (b) Any such resolution may consist of one or several documents in like form each signed by one or more of the Members entitled to vote.
- (c) The resolution is deemed to be passed when the last Member signs.

#### **22.10 Members do not need to be physically present at a Special General Meeting**

Without limiting the power to hold Special General Meetings in accordance with this Constitution, a Special General Meeting may be held even where one or

more of the Members entitled to vote are not physically present at the meeting, provided:

- (a) all persons participating in the meeting are able to communicate with each other effectively, simultaneously and instantaneously whether by means of telephone or other form of communication; and
- (b) notice of the meeting is given to all persons entitled to notice pursuant to this Constitution and, the ACNC Act and the Act; and
- (c) if a failure in communications prevents Clause 22.10(a) from being satisfied by a quorum then the meeting must be suspended until Clause 22.10(a) is satisfied again. If such is not satisfied within 15 minutes from the interruption the meeting will be deemed to have terminated; and

no meeting will be invalidated merely because no Member entitled to vote is physically present at the place for the meeting specified in the notice of meeting.

## **23 VOTING BY PROXY**

### **23.1 Members may vote by proxy**

Members entitled to vote may vote at a General Meeting by proxy in accordance with this Clause 23.

### **23.2 Instrument appointing proxy**

The instrument appointing a proxy must:

- (a) be in writing by the Member appointing the proxy;
- (b) confer authority on the holder of the proxy to demand, or join in demanding, a written poll; and
- (c) be in the form set out in Schedule 1 to this Constitution or as otherwise determined by the Board from time to time.

### **23.3 Member appointing proxy may give directions**

A Member appointing a proxy is entitled (but not obliged) to direct a proxy to vote in favour of or against any proposed resolution.

### **23.4 Proxy may vote as thinks fit unless otherwise directed**

Unless otherwise instructed under Clause 23.2(c), a proxy may vote as that proxy thinks fit.

### **23.5 Proxy instruments to be deposited with AHISA**

An instrument appointing a proxy must be deposited at the registered office of AHISA, or at any other place that is specified for that purpose in the notice convening the General Meeting:

- (a) at least 48 hours before the time for the meeting, or adjourned meeting, at which the person named in the instrument is proposed to vote; or

- (b) in the case of a poll, at least 48 hours before the time appointed for the taking of the poll,

and failure to comply with this Clause 23.5 will result in the instrument appointing the proxy being deemed invalid.

#### **23.6 Proxy votes to be valid**

A vote in line with the terms of a proxy is valid despite:

- (a) the previous death or unsoundness of mind of the Member appointing the proxy; or
- (b) revocation of the proxy or power under which the instrument was executed,

provided no notice in writing of that death, unsoundness of mind or revocation is received by AHISA at its registered office, or at any other place that is specified for that purpose in the notice convening the General Meeting, before the commencement of that meeting or adjourned meeting.

### **24 THE BOARD**

#### **24.1 The Board to conduct the business of AHISA**

- (a) Subject to the Act, the ACNC Act and this Constitution, the business of AHISA is governed, and the powers of AHISA will be exercised, by the Board.
- (b) The Board must act in line with the Objects.

#### **24.2 Composition of the Board**

The Board will, subject to this Constitution and any vacancy, comprise the following Directors:

- (a) two Branch Directors for each Branch, elected by the relevant Branch pursuant to Clause 25.1; and
- (b) the National Chair, elected by the Board pursuant to Clause 26.1.

#### **24.3 Qualifications of Directors**

- (a) Subject to the Act, the ACNC Act and this Constitution, the Board may determine the necessary requirements and qualifications for eligibility as Directors from time to time.
- (b) Each Director must be a General Member.
- (c) Each Branch's Branch Directors must be Branch Members of that Branch.
- (d) The Board must advise the Members in writing of any additional requirements, qualifications and modifications as and when determined.

#### **24.4 Portfolios of Directors**

- (a) The Board may determine the interests of AHISA are best served by the allocation of portfolios to Directors.
- (b) The Board will be entitled to vary the portfolios of each of the Directors in accordance with the needs of AHISA from time to time.

#### 24.5 **Board to Meet**

- (a) The Board will meet as often as is deemed necessary in every Financial Year for the dispatch of business and may adjourn and, subject to this Constitution, otherwise regulate, its meetings as it thinks fit.
- (b) A meeting of the Board may be called at any time by a Director giving notice under Clause 24.10.
- (c) The Chief Executive Officer is entitled to attend and receive notice of all Board meetings.

#### 24.6 **Chairman of Board meeting**

- (a) The National Chair must chair any Board meeting at which the National Chair is present.
- (b) If the National Chair is not present or unable to preside the remaining Directors will appoint one of their members to preside as chairman for that meeting only.

#### 24.7 **Resolutions of Board**

- (a) Subject to this Constitution, questions arising at any meeting of the Board will be decided by a majority of votes and a determination of a majority of Directors present and entitled to vote shall for all purposes be deemed a resolution of the Board.
- (b) All Directors will have 1 vote on any question. No other persons will have a vote on any question before the Board.
- (c) The National Chair will also have a 2<sup>nd</sup> casting vote where voting is otherwise equal.

#### 24.8 **Resolutions not in Board meeting**

- (a) A resolution in writing, signed or assented to by facsimile or other form of visible or other electronic communication by all Directors is as valid and effectual as if it had been passed at a meeting of the Board duly convened and held. Any such resolution may consist of several documents in like form each signed by one or more of the Directors and is deemed to have been passed when the last Director signs the resolution.
- (b) Without limiting the power of the Board to regulate their meetings as they think fit, a meeting of the Board may be held where 1 or more of the Directors is not physically present at the meeting, provided:
  - (1) all persons participating in the meeting are able to

communicate with each other effectively, simultaneously and instantaneously, whether by means of telephone or other form of communication;

- (2) notice of the meeting is given to all the Directors entitled to notice in line with the usual procedures agreed upon or laid down from time to time by the Board; and
- (3) if a failure in communications prevents Clause 24.8(b)(1) from being satisfied by a quorum of Directors then the meeting is suspended until Clause 24.8(b)(1) is satisfied again. If a quorum is not satisfied within 15 minutes from the interruption, the meeting will be deemed to have terminated, and

no meeting will be invalidated merely because no Director is physically present at the place for the meeting specified in the notice of a meeting.

#### **24.9 Quorum**

At meetings of the Board the number of Directors whose presence (or participation) is required to constitute a quorum, is 50% of the number of existing Directors.

#### **24.10 Notice of Board meetings**

- (a) Unless all Directors agree to hold a meeting at shorter notice (and such agreement will be sufficiently evidenced by their presence), at least 14 days' written notice of the meeting of the Board must be given to each person on the Board and the Chief Executive Officer.
- (b) The agenda for a Board meeting must be forwarded to each person on the Board at least 7 days before such meeting.

#### **24.11 Validity of Board decisions**

A procedural defect in decisions taken by the Board will not result in such decision being invalidated.

### **25 BRANCH DIRECTORS**

#### **25.1 Branch Directors to be elected pursuant to Branch rules**

- (a) Each Branch may elect two Branch Directors, and each elected Branch Director shall hold office, according to Branch rules established by the Branch pursuant to clause 25.2.
- (b) Only a Branch's Branch Members may elect that Branch's Branch Directors.

## 25.2 **Branch rules**

Before taking effect, Branch rules are required to:

- (a) specify the process for a Branch Director's election;
- (b) specify a Branch Director's term of election, which:
  - (1) must commence from the conclusion of the Annual General Meeting following the election; and
  - (2) must not be more than four years (between Annual General Meetings); and
- (c) specify whether a Branch Director is eligible for re-election, provided that a Branch Director will be ineligible for re-election as a Branch Director after serving eight years as a Director, until at least four Annual General Meetings have passed since the conclusion of the Director's last elected term;
- (d) specify how a casual vacancy pursuant to Clause 26.3 may be filled by the Branch;
- (e) be approved pursuant to an ordinary resolution passed at a meeting of the Branch's Branch Members, for which 21 days' written notice has been given by a Branch Director or the Chief Executive Officer; and
- (f) be in writing, and submitted to the Chief Executive Officer.

## 25.3 **Amendment of Branch rules**

Branch rules may be amended pursuant to an ordinary resolution passed in the same manner as a resolution pursuant to Clause 25.2(e).

## 25.4 **Default Branch Rules**

In the event that a Branch has not established Branch rules pursuant to this clause 25.1, the Branch's rules shall be such default rules as determined by the Board from time to time.

## 26 **NATIONAL CHAIR**

### 26.1 **Election of National Chair**

The Directors will elect from among their number, a National Chair at the first Board meeting held after each Annual General Meeting.

### 26.2 **Term of Office for National Chair**

An elected National Chair:

- (a) will hold office for a one-year term commencing at the conclusion of the first Board meeting at which they were elected until the conclusion of the first Board meeting after the next Annual General Meeting;

- (b) subject to Clause 26.2(c), may be re-elected; and
- (c) will be ineligible for re-election as National Chair after serving four consecutive terms (as National Chair), until at least four Annual General Meetings have passed since the National Chair's last elected term.

**26.3 National Chair vacates position as Branch Director**

Upon taking office as National Chair, the National Chair will cease to hold office as a Branch Director. The vacancy arising under this Clause in the office of Branch Director will be filled by the relevant Branch pursuant to its Branch rules.

**27 RESIGNATION AND REMOVAL OF DIRECTORS**

**27.1 Resignation of Directors**

A Director of AHISA may resign as a Director by giving a written notice of resignation to AHISA at its registered office.

**27.2 Removal of Directors**

- (a) Without limiting the rights of the Members under the Act and the ACNC Act, the Members may by special resolution remove any Director before his or her period of office expires.
- (b) As soon as is practicable, a Director must be given written notice of the intention for that person to be removed from office and allowed reasonable time to make written representations where practicable.
- (c) If a Special Resolution is to be considered at a General Meeting for the purposes of Clause 27.2(a), the Director who is the subject of the resolution is entitled to request, and must be granted, the right to:
  - (1) have any written representations made under Clause 27.2(b) read out at the General Meeting if those representations were not sent to each and every Member entitled to notice of a General Meeting; and
  - (2) reasonably be heard at the General Meeting.

**28 VACANCIES OF DIRECTORS**

**28.1 Vacancy**

In addition to the other circumstances (if any) in which the office of a Director becomes vacant, the office of a Director becomes vacant if the Director at the time:

- (a) ceases to meet the qualification requirements set out for his or her position in this Constitution or the By-Laws;
- (b) dies;
- (c) becomes bankrupt or makes any arrangement or composition with his or her creditors generally;

- (d) becomes of unsound mind or a person whose person or estate is liable to be dealt with in any way under the law relating to mental health;
- (e) is absent without the consent of the Board from all Board meetings held during a period of 6 months;
- (f) without the prior consent or later ratification of AHISA in General Meeting, holds any office of profit under AHISA;
- (g) is directly or indirectly interested in any contract or proposed contract with AHISA and fails to declare the nature of that interest;
- (h) would otherwise be prohibited from being a director of a corporation under the Act or the ACNC Act; or
- (i) resigns or is removed from office under Clause 27.

## **28.2 Casual Vacancies**

- (a) Subject to Clause 26.3, any casual vacancy occurring in the office of Director will be filled by the Board from appropriately qualified persons.
- (b) Any such vacancy can only be filled for the remainder of the outgoing Director's term.

## **29 CONFLICTS OF INTEREST OF DIRECTORS**

### **29.1 Directors must declare any real or potential conflicts of interest**

A Director must declare to the Board an interest in any matter, whether contractual, disciplinary, financial or otherwise, in which a conflict of interest arises or may arise and shall, unless otherwise determined by the Board, absent his or her self from discussion of such matter and will not be permitted to vote in respect of such matter.

### **29.2 Board to discuss any unclear conflicts of interest**

If there is uncertainty as to whether it is necessary for a Director to absent his or her self from discussions and refrain from voting, the issue should be immediately determined by vote of the Board, or if this is not possible, the matter must be adjourned or deferred.

### **29.3 Register of declared conflicts of interest**

The Chief Executive Officer must maintain a register of declared conflicts of interest.

## **30 CHIEF EXECUTIVE OFFICER**

### **30.1 The Board to appoint a Chief Executive Officer**

The Chief Executive Officer is to be appointed by the Board for such term and on such conditions as it thinks fit, who shall hold the office of company secretary for the purposes of the Act and the ACNC Act.

### **30.2 Obligations of the Chief Executive Officer**

The Chief Executive Officer must:

- (a) fulfill all obligations of the company secretary under the Act and the ACNC Act;
- (b) as far as practicable attend all Board meetings and General Meetings;
- (c) prepare the notice of and agenda for all Board meetings and all General Meetings;
- (d) ensure minutes of the proceedings of all Board meetings and General Meetings are recorded and prepared; and
- (e) regularly report and be accountable to the Board on the activities of, and issues relating to, AHISA.

### **30.3 Powers of the Chief Executive Officer**

- (a) Subject to the Act, the ACNC Act, this Constitution, the By-Laws and any directive of the Board, the Chief Executive Officer has power to perform all such things as appear necessary or desirable for the proper management and administration of AHISA.
- (b) No resolution passed by the General Meeting will invalidate any prior act of the Chief Executive Officer or the Board which would have been valid if that resolution had not been passed.

### **30.4 Chief Executive Officer to employ office personnel as necessary**

The Chief Executive Officer in accordance with any policies set down by the Board, may employ such office personnel as are deemed necessary from time to time and such appointments are for such period and on such conditions as the Chief Executive Officer determines.

## **31 DELEGATIONS**

### **31.1 Board may Delegate Functions**

- (a) The Board may by instrument in writing create or establish or appoint from among the Directors or otherwise, committees, individual officers or consultants to carry out such duties and functions and with such powers as the Board determines.
- (b) The Board may in the establishing instrument delegate such functions as are specified in the instrument, other than:

- (1) this power of delegation; and
- (2) a function imposed on the Board or the Chief Executive Officer by the Act, the ACNC Act, any other law or this Constitution.

### **31.2 Delegated function to be exercised in accordance with terms of delegation**

A function, the exercise of which has been delegated under this Clause 31, may whilst the delegation remains unrevoked, be exercised from time to time in line with the terms of the delegation.

### **31.3 Procedure of delegated entity**

- (a) The procedures for any delegated entity must, with any necessary or incidental amendment, be the same as those applicable to meetings of the Board.
- (b) Unless stated in the delegation instrument, the quorum for the delegated entity will be determined by the entity, but must be at least one half of the total number of the entity's members.

### **31.4 Delegation may be conditional**

A delegation under this Clause 31.4 may be made subject to such conditions or limitations as to the exercise of any function or at the time or circumstances as may be specified in the delegation.

### **31.5 Revocation of delegation**

The Board may by instrument in writing, revoke wholly or in part any delegation made under this Clause 31, and may amend, repeal or veto any decision made by such body or person under this Clause 31.

## **32 BY-LAWS**

### **32.1 Board to formulate By-Laws**

- (a) The Board may (by itself or by delegation to a committee) formulate, approve, issue, adopt, interpret and amend such By-Laws for the proper advancement, management and administration of AHISA and the advancement of the Objects as it thinks necessary or desirable.
- (b) Such By-Laws must be consistent with this Constitution, the ACNC Act and the Act.

### **32.2 By-Laws binding**

All By-Laws made under this Clause 32 are binding on AHISA and its Members.

### **32.3 By-Laws deemed applicable**

The clauses of the Association set out in its constitution as at the date of the incorporation of AHISA, to the extent such clauses are not inconsistent with, or have not been replaced by, the Act, the ACNC Act or this Constitution, will be deemed By-Laws unless otherwise amended or repealed under this Clause 32.

#### **32.4 Notices binding on members**

Amendments, alterations, interpretations or other changes to By-Laws must be advised to Members by means of notices in writing approved by the Board and prepared and issued by the Chief Executive Officer.

### **33 RECORDS AND ACCOUNTS**

#### **33.1 Chief Executive Officer to Keep Records**

The Chief Executive Officer must establish and maintain proper records and minutes concerning all transactions, business, meetings and dealings of AHISA and the Board and must produce these as appropriate at each Board meeting or General Meeting.

#### **33.2 Maintenance of Records**

- (a) Proper accounting and other records must be kept in line with the Act, the ACNC Act, generally accepted accounting principles and/or any applicable code of conduct.
- (b) The books of account must be kept in the care and control of the Chief Executive Officer.

#### **33.3 AHISA to retain records**

AHISA must retain such records for at least 7 years after the completion of the transactions or operations to which they relate.

#### **33.4 Board to submit accounts**

The Board must submit to the Annual General Meeting the accounts of AHISA in line with this Constitution, the ACNC Act and the Act.

#### **33.5 Accounts Conclusive**

The accounts when approved or adopted by AHISA in Annual General Meeting are conclusive except as regards any error discovered in them within 3 months after such approval or adoption.

#### **33.6 Accounts to be sent to Members**

The Chief Executive Officer must cause to be sent to all persons entitled to receive notice of Annual General Meetings of AHISA in line with this Constitution, a copy of the accounts, the Board's report, the auditor's report and every other document required under the Act or the ACNC Act (if any).

#### **33.7 Inspection of accounts**

Subject to any reasonable restrictions as to time and manner of inspecting the same that may be imposed in accordance with this Constitution, the accounts must be open to inspection (but not copying) by persons on the Board.

#### **33.8 Negotiable Instruments**

All cheques, promissory notes, bankers drafts, bills of exchange and other

negotiable instruments and all receipts for money paid to AHISA, must be signed, drawn, accepted, endorsed or otherwise executed, as the case may be, by any 2 authorised Directors or by one authorised Director and the Chief Executive Officer or in such other manner and by such persons as the Board determine from time to time.

## **34 AUDITOR**

### **34.1 Auditor to be appointed by the Board**

- (a) A properly qualified auditor or auditors will be appointed pursuant to Clause 16.3 and the remuneration of such auditor or auditors fixed by the Board.
- (b) The auditor's duties will be regulated in accordance with the Act and the ACNC Act, or if no relevant provisions exist under the Act or the ACNC Act in accordance with generally accepted principles, or any applicable code of conduct.

### **34.2 Auditor to examine the accounts of AHISA**

The accounts of AHISA including the profit and loss accounts and balance sheet must be examined by the auditor or auditors at least once in every year.

## **35 NOTICES**

### **35.1 Manner of Notices**

- (a) Notices may be given to any Member or person on the Board by sending the notice by pre-paid post or facsimile transmission or where available, by electronic mail, to the person's registered address or facsimile number or electronic mail address.
- (b) Where a notice is sent by post, service of the notice will be deemed to be effected by properly addressing, prepaying and posting the notice. Service of the notice is deemed to have been effected 3 days after posting.
- (c) Where a notice is sent by facsimile transmission, service of the notice is deemed to be effected on the next business day after receipt of a confirmation report confirming the facsimile was sent to/or received at the facsimile number to which it was sent.
- (d) Where a notice is sent by electronic mail, service of the notice is deemed to be effected on the next business day after the electronic mail was sent provided that there is no indication in writing that the electronic mail was not able to be sent.

### **35.2 Notice of General Meeting**

Notice of every General Meeting must be given in the manner authorised and to the persons entitled to receive notice under this Constitution.

## **36 COMMON SEAL**

### **36.1 AHISA must have a common seal**

There must be a common seal of AHISA (“the seal”).

### 36.2 **Safe Custody of Seal**

The Chief Executive Officer must provide for safe custody of the Seal.

### 36.3 **Affixing Seal**

The Seal must only be used by authority of the Board and every document to which the seal is affixed must be signed by 2 Directors or the Chief Executive Officer and a Director or as otherwise directed by the Board from time to time.

## 37 **INDEMNITY AND INSURANCE**

### 37.1 **Persons to whom this Clause 37.1 apply**

This Clause 37.1 applies to:

- (a) each person who is or has been a Director or Chief Executive Officer of AHISA; and
- (b) to such other officers or former officers of AHISA as the Board in each case determines.

### 37.2 **Indemnity**

- (a) AHISA must indemnify, on a full indemnity basis and to the full extent permitted by law, each person to whom this Clause 37 applies for all losses or liabilities incurred by the person as an officer of AHISA including, but not limited to, a liability for negligence or for reasonable costs and expenses incurred:
  - (1) in defending proceedings, whether civil or criminal, in which judgment is given in favour of the person or in which the person is acquitted; or
  - (2) in connection with an application, in relation to such proceedings, in which the Court grants relief to the person under the Act.
- (b) AHISA must indemnify its Directors, the Chief Executive Officer and all AHISA employees against all damages and costs (including legal costs) for which any such Director or employee may be or become liable to any third party in consequence of any act or omission except willful misconduct:
  - (1) in the case of a Director or the Chief Executive Officer, performed or made whilst acting on behalf of and with the express or implied authority of AHISA; and
  - (2) in the case of an employee, performed or made in the course of, and within the scope of their employment by AHISA.

### 37.3 **Insurance**

AHISA may, to the extent permitted by law:

- (a) purchase and maintain insurance; or
- (b) pay or agree to pay a premium for insurance,

for any person to whom this Clause 37 applies against any liability incurred by that person as a Director, Chief Executive Officer, officer, employee or auditor of AHISA including, but not limited to, a liability for negligence or for reasonable costs and expenses incurred in defending proceedings, whether civil or criminal and whatever the outcome.

## **38 DISSOLUTION**

### **38.1 Dissolution of AHISA**

AHISA may be wound up, deregistered or dissolved in line with the provisions of the Act and the ACNC Act.

### **38.2 Distribution of Property on Dissolution**

- (a) If upon the winding up or dissolution of AHISA there remains, after the satisfaction of all its debts and liabilities, any surplus assets or property, the same must not be paid to or distributed amongst the Members but must be paid to, or distributed to, an organisation or organisations, whether incorporated or unincorporated:
  - (1) having objects similar to the Objects;
  - (2) which prohibit the distribution of its or their income and property amongst its or their members to an extent at least as great as is imposed on AHISA in this Constitution; and
  - (3) if the AHISA is endorsed by the Commissioner as a public benevolent institution and/or otherwise income tax exempt, those other organisations are also currently endorsed as a public benevolent institution and/or otherwise income tax exempt on the same basis.
- (b) The organisation or organisations referred to in Clause 38.2(a) above is to be determined by the Members at or before the time of dissolution, and if no such determination is made, by such judge of the Supreme Court of the Australian Capital Territory as may have or acquire jurisdiction for the matter.

## **39 GENERAL**

### **39.1 Submission to jurisdiction**

Each Member submits to the non-exclusive jurisdiction of the Supreme Court of the Australian Capital Territory, the Federal Court of Australia and any Courts which may hear appeals from those courts.

### **39.2 Prohibition and enforceability**

- (a) Any provision of, or the application of any provision of, these Clauses

which is prohibited in any place is, in that place, ineffective only to the extent of that prohibition.

- (b) Any provision of, or the application of any provision of, these Clauses which is void, illegal or unenforceable in any place does not affect the validity, legality or enforceability of that provision in any other place or of the remaining provisions in that or any other place.

**SCHEDULE 1**

I, (NAME OF MEMBER)  
of (ADDRESS OF MEMBER)  
being a member the AHISA Limited (called "AHISA") and eligible to vote pursuant to  
its Constitution hereby appoint (NAME OF PROXY)  
of (ADDRESS OF PROXY)  
or, failing that person, (ALTERNATIVE PROXY)  
of (ADDRESS OF ALTERNATIVE PROXY)  
as my proxy to vote for me on my behalf at the:

**Annual General Meeting / General Meeting (please circle one)**

of AHISA, to be held on the day of 20

,

and at any adjournment thereof.

My proxy is hereby authorised to vote in favour of/against the following resolutions:

.....

Signed this day of 20

Witnessed by: .....

Full Name: .....

*(Note: \*If the member wishes to vote for or against any resolution the member shall instruct the proxy accordingly. Unless otherwise instructed, the proxy may vote as the member thinks fit and this paragraph may be deleted.)*