

Constitution of ISPS Australia

(ACN 166 052 839)

© Holding Redlich 2015

Contact
[#]

CORPORATIONS ACT 2001

A PUBLIC COMPANY LIMITED BY GUARANTEE AND NOT HAVING SHARE CAPITAL

CONSTITUTION of

ISPS Australia (ACN [166 052 839])

1 INTERPRETATION

1.1 This Constitution

- (a) This Constitution contains clauses setting out the manner in which the Members of the Company have agreed to conduct the internal administration of the Company.
- (b) This Constitution takes the place of the Replaceable Rules contained in the Act.

1.2 Definitions

In this Constitution, unless the context otherwise requires, -

Act means the Corporations Act 2001 (Cth);

Accounting Standards means generally accepted accounting standards within Australia.

AGM means an annual general meeting of the Company held in accordance with section 250N of the Act;

Annual Subscription Fee means the amount payable under clause 8.10.

ASIC means the Australian Securities and Investments Commission;

Auditor means the auditor for the time being of the Company;

Board means, from time to time, the board of Directors elected or appointed pursuant to this Constitution.

Business Day means any day that is not a Saturday, Sunday, gazetted public holiday or bank holiday in the place of incorporation of the Company, and concludes at 5 pm on that day;

Chair means the President, Vice President or other person appointed to be the Chair of meetings of Directors or the Chair of meetings of Members (see clauses 6.5 and 10.15);

Company means **ISPS Australia** (ACN 166 052 839);

Constitution means the constitution and any supplementary, substituted or amended constitution in force from time to time;

Disciplinary Resolution means the resolution defined in clause 8.4.

Director means any person formally and lawfully appointed as a director of the Company, including an alternate director;

Directors means all or any number of the Directors for the time being;

Eligible Charity means any fund, authority or institution:

- (i) which is maintained for purposes which are charitable at law; and
- (ii) gifts to which are deductible under section 30-15 of the ITAA97 ;
and
- (iii) which has purposes which in the opinion of the Directors are similar to or are compatible with those of the Company.

Executive Director means a Director or Directors appointed as Executive Director in accordance with clause 5.6;

Guarantee means the maximum amount each Member agrees to pay to the Company in accordance with clause 2.5;

ITAA97 means the Income Tax Assessment Act 1997;

Member means a person admitted as a Member under clause 8.1;

Membership has the equivalent meaning of Member;

Officer means an officer of the Company within the meaning of the Act;

Register of Members means the register of Members to be kept pursuant to section 169 of the Act; and

Secretary means any person formally and lawfully appointed as a secretary of the Company including any assistant or acting secretary or any substitute for the time being for the secretary.

1.3 Interpretation

In this Constitution, unless the context otherwise requires:

- (a) a reference to **legislation** or a **legislative provision** includes any statutory modification, or substitution of that legislation or legislative provision and

any subordinate legislation issued under that legislation or legislative provision;

- (b) a reference to a **body** or **authority** which ceases to exist is a reference to a body or authority having substantially the same objects as the named body or authority;
- (c) a reference to a **clause** or **annexure** is a reference to a clause of or an annexure to this Constitution;
- (d) **clause headings** and the **table of contents** are inserted for convenience only and do not form part of this Constitution;
- (e) the **annexures**, (if any) form part of this Constitution;
- (f) a reference to a **person** includes a natural person, corporation, statutory corporation, partnership, the Crown or any other organisation or legal entity;
- (g) **related** in respect of a corporation has the same meaning given to that term in the Act;
- (h) **including** and **includes** are not words of limitation;
- (i) the words **at any time** mean at any time and from time to time;
- (j) a word that is derived from a defined word has a corresponding meaning;
- (k) **monetary amounts** are expressed in Australian dollars;
- (l) the singular includes the plural and vice-versa;
- (m) words importing one gender include all other genders.

1.4 Application of Legislation

- (a) Division 8 of Part 1.2 (other than section 109X) of the Act applies in relation to this Constitution, so far as it is capable of application and with such changes as are necessary, as if the provisions of this Constitution were provisions of the Act.
- (b) Sections 4, 29 and 46(1), and Parts III, IV, V, VII, and VIII of the Acts Interpretation Act 1901 (Cth) apply in relation to this Constitution so far as they are capable of application, and with such changes as are necessary, as if the provisions of this Constitution were provisions of the Acts Interpretation Act 1901 (Cth).

- (c) Unless the context otherwise requires, an expression used in this Constitution that has a particular meaning in the Act has the same meaning in this Constitution.
- (d) Subject to the Act, the Replaceable Rules contained in the Act do not apply to the Company.
- (e) The Constitution is subject to the Act and where there is any inconsistency between a clause of this Constitution and the Act, the Act prevails to the extent of the inconsistency.

2 NATURE OF THE COMPANY

2.1 Public Company limited by Guarantee

The Company is a public company limited by guarantee.

2.2 Purposes of the Company

- (a) The Company is established solely for public charitable purposes, namely to further the understanding of psychosis, promoting psychological and social approaches to psychosis and advancing the education and knowledge of mental health professionals to work with people who experience psychosis. (**Principal Purposes of the Company**).
- (b) The Company must apply its income in pursuing the purposes referred to in clause 2.2(a) and in doing so may, without limitation, do any one or more of the following:
 - (i) promote the appropriate use of psychosocial approaches to psychosis which include but are not limited to peer lead recovery, psychotherapy and other psychological treatments;
 - (ii) promote research and dissemination of evidence relating to psychosocial programmes for those with psychosis;
 - (iii) advance education, training and knowledge for mental health professionals in comprehensive approaches to the treatment and prevention of psychotic mental health;
 - (iv) develop partnerships with other organisations and individuals working in the area of psychosis management and education to advance the objects in clauses 2.2(b)(i), 2.2(b)(ii) and 2.2(b)(iii); and
 - (v) undertake activities that are ancillary to the activities listed in the preceding paragraphs of clause 2.2(b), being activities that the Company considers will advance its ability to pursue the Principal

Purposes of the Company, and activities that are incidental to the activities listed in the preceding paragraphs of clause 2.2(b).

2.3 Scope of capacity and powers of the Company

The Company has the legal capacity and powers set out in section 124 of the Act.

2.4 Exercise of powers

- (a) The Company must only exercise its powers directly or indirectly in the furtherance of its purposes.
- (b) The Company must not be carried on for the purpose of the profit or gain of any Member.
- (c) Any income of the Company must be applied to promote the purposes of the Company as set out in clause 2.2.
- (d) The Company does not have the power to:
 - (i) issue shares of any kind;
 - (ii) apply, pay or transfer, whether directly or indirectly, any portion of the income and property of the Company for the benefit of, or to, a Member, other than as provided in clauses 5.6 and 4.10;
 - (iii) borrow money from Members where the rate of interest on the loaned amount exceeds the lowest rate of interest paid from time to time by banks in Queensland in respect of term deposits; or
 - (iv) enter into agreements where the Company is obliged to expend monies of an amount in excess of its cash on hand together with an amount not exceeding forecast cash flows for the period until the next AGM of the Company unless such obligation be approved at a meeting of the Members held for the purpose of considering such obligation after 21 days notice in writing.

2.5 Guarantee of Members

Each Member undertakes to contribute a maximum of \$20 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,

if the Company is wound up:

- (d) while the Member is a Member; or
- (e) within one year after the Member ceases to be a Member.

2.6 Amendments to the Constitution

No addition, alteration or amendment will be made to this Constitution unless the addition, alteration or amendment:

- (a) has been approved by the Board; and
- (b) has been passed by way of special resolution at a general meeting of Members.

3 ESTABLISHMENT AND OPERATION OF GIFT FUND

3.1 Maintaining Gift Fund

If required to do so in order to facilitate the making of gifts to the Company that are tax deductible, the Company must maintain for the Principal Purpose of the Company a fund (**Gift Fund**):

- (a) to which gifts of money or property for that purpose are to be made;
- (b) to which any money received by the Company because of those gifts is to be credited; and
- (c) that does not receive any other money or property.

3.2 Limits on use of Gift Fund

The Company must use the following only for the Principal Purpose of the Company:

- (a) gifts made to the Gift Fund;
- (b) any money received because of those gifts.

3.3 Winding up

- (a) At the first occurrence of:
 - (i) the winding up of the Gift Fund; or
 - (ii) the Company ceasing to be an institution covered by an item in any of the tables contained in subdivision 30-B of the ITAA97; and gifts to which are deductible under item 1 of the table contained in section 30-15 of the ITAA97;

any surplus assets of the Gift Fund must be transferred to Eligible Charities as the Directors decide.

- (b) Where gifts to an Eligible Charity are deductible only if, among other things, the conditions set out in the relevant table item in Subdivision 30-B of the ITAA 97 are satisfied, a transfer under this clause must be made in accordance with those conditions.

3.4 Bank account

The Company must maintain a separate bank account for the Gift Fund.

4 DIRECTORS

4.1 Qualification of Directors

A Director must be a Member.

4.2 Number of Directors

- (a) The Company must have at least 3 directors (excluding alternate directors) and not more than 5 directors, and at least 2 of them must reside in Australia, unless the Company in general meeting otherwise determines. *This was changed at a Special General Meeting held on 29th May 2015 to now allow 7 directors.*
- (b) Subject to section 201P the Directors may not set a limit on the number of Directors that is less than the maximum of 5 allowed by clause 4.2(a) (**Board Limit**) unless a resolution setting a Board Limit is approved at a general meeting of the Members.
- (c) A resolution approving a Board Limit will be effective until the next AGM.

4.3 Director Votes

Each Director shall have one vote at meetings of the Board

4.4 Appointment of Directors

- (a) Subject to section 201E of the Act, the Company may appoint a person as a Director by resolution passed in a general meeting.
- (b) The first Directors of the Company shall be:
- (i) Lyn Mahboub
 - (ii) Vanessa Beavan
 - (iii) Philip Benjamin
 - (iv) Melissa Connell
 - (v) Richard Lakeman

4.5 Directors may appoint other Directors

In the event that a Director resigns, dies or is unable to serve as a member of the Board the vacancy may be filled by the Board and such person will serve for the remainder of the term of the person whom they replace, subject to ratification by the Members of that appointment at the next AGM.

4.6 Non-eligibility of Auditor

The Auditor is ineligible to be elected or appointed as a Director or alternate Director.

4.7 Period of appointment of Directors

A Director holds office until:

- (a) if the Director is appointed pursuant to clause 4.4(b), the first general meeting of the Company;
- (b) the Director dies;
- (c) unless the director was appointed pursuant to clause 4.5, the date of the first general meeting (which may be an annual general meeting) of the Company to be held after the date that is three years from the date on which the Director was elected or appointed;
- (d) if the director was appointed pursuant to clause 0, the date of the first general meeting (which may be an annual general meeting) of the Company to be held after the date on which the term of the Director whom they replaced would have ended; or
- (e) the Director vacates the office in accordance with clause 4.11.

4.8 Alternate Directors

- (a) With the approval of the other Directors, a Director may appoint an alternate Director to exercise some or all of the Director's powers for a specified period.
- (b) If the appointing Director requests the Company to give the alternate Director notice of Directors' meetings, the Company must do so.
- (c) When an alternate Director exercises the Director's powers, the exercise of the powers is just as effective as if the powers were exercised by the Director.
- (d) The appointing Director may terminate the alternate Director's appointment at any time.

- (e) An appointment or termination of an alternate Director must be in writing and a copy must be given to the Company.

4.9 Other offices held by Directors

A Director may hold any other office or position of profit in the Company together with the Directorship on such conditions including remuneration as may be agreed by the Directors.

4.10 Remuneration of Directors

- (a) Subject to paragraph (b), the Directors shall not be entitled to remuneration for acting as Directors, President, Vice President or Treasurer.
- (b) With the approval of the Directors, the Company may pay a Director's travelling and other expenses that the Director properly incurs:
 - (i) in attending Directors' meetings or any meetings of committees of the Directors;
 - (ii) in attending any general meeting of the Company; and
 - (iii) in connection with the Company's business.
- (c) With the approval of the Directors, the Company may remunerate any Executive Director for any expenses reasonably incurred in the course of undertaking his or her role as the Executive Director.
- (d) For the avoidance of doubt, nothing in this clause prevents a Director being remunerated for services he or she provides to the Company as an Executive Director, provided that the Director is not remunerated for those services which he or she would perform if only a Director.

4.11 Ceasing to hold office of Director

- (a) Director automatically vacates office if the Director:
 - (i) by virtue of any provision of the Act ceases to be a Director or becomes prohibited from being a Director;
 - (ii) resigns the office of Director by written notice of resignation to the Company at its registered office;
 - (iii) for more than six months is absent without permission of the other Directors from meetings of the Directors held during that period and the directors resolve that the Director's position has been vacated; or
 - (iv) ceases to be a Member for any reason.

- (b) Subject to Section 203D of the Act, the Company may pass a resolution at a meeting of members removing a Director from office.
- (c) A Director cannot be removed by, or required to vacate their office because of any resolution, request or notice of the Directors or any of them.

4.12 Material personal interest - Director's duty to disclose

- (a) Unless an exception in section 191(2) of the Act applies, if a Director has a material personal interest in a matter that relates to the affairs of the Company, the Director must give the other Directors notice of the interest.
- (b) The notice required by clause 4.12(a) must:
 - (i) include details of:
 - (A) the nature and extent of the interest; and
 - (B) how the matter relates to the affairs of the Company; and
 - (ii) be given at a Directors' meeting as soon as practicable after the Director becomes aware of the Director's interest in the matter.

4.13 Director may give standing notice about an interest

A Director with a material personal interest in a matter that relates to the affairs of the Company may give standing notice of this interest in accordance with clause 4.12 and section 192 of the Act.

4.14 Voting and completion of transactions in which a Director has a material personal interest

A Director who has a material personal interest in a matter that is being considered at a Director's meeting must not:

- (a) be present while the matter is being considered at the meeting; or
 - (b) vote on the matter;
- unless:
- (c) the interest does not need to be disclosed under section 191 of the Act; or
 - (d) the Directors who do not have a material personal interest in the matter pass a resolution that:
 - (i) identifies the Director, the nature of their interest in the matter and its relation to the affairs of the Company; and

- (ii) states that the Directors are satisfied that the interest should not disqualify the Director from voting or being present.

5 MANAGEMENT OF BUSINESS BY DIRECTORS

5.1 Financial benefits to related parties

The Company must not give a financial benefit to a related party of the Company unless it is authorised in accordance with the Act. The Company must not make a payment to a Director without the approval of the Directors.

5.2 Powers of Directors

- (a) Subject to the Act and to any provision of this Constitution, the business of the Company is to be managed by or under the direction of the Directors.
- (b) The Directors may exercise all of the powers of the Company except any powers that any provisions of the Act or this Constitution require the Company to exercise in general meeting.

5.3 Negotiable instruments

A negotiable instrument may be signed, drawn, accepted, endorsed or otherwise executed either by any two Directors or in any other way approved by the Directors.

5.4 President

- (a) At the first meeting of the Directors of the Company, and at each subsequent meeting of the Directors of the Company at which the office of President is vacant, the Directors must appoint one of themselves who is a Member eligible to vote at meetings of Members as President who will have such responsibilities as the Directors may determine from time to time.
- (b) A person ceases to be President if they cease to be a Director.
- (c) The Directors may revoke or vary:
 - (i) the appointment of the President; or
 - (ii) any of the responsibilities of the President.

5.5 Vice President

- (a) At the first meeting of the Directors of the Company, and at each subsequent meeting of the Directors of the Company at which the office of Vice President is vacant, the Directors must appoint one of themselves who is a Member eligible to vote at meetings of Members as Vice President who will have such responsibilities as the Directors may determine from time to time.

- (b) A person ceases to be Vice President if they cease to be a Director.
- (c) The Directors may revoke or vary:
 - (i) the appointment of the Vice President; or
 - (ii) any responsibilities conferred on the Vice President.

5.6 Executive Director

- (a) The Directors may appoint one or more of themselves to the office of Executive Director of the Company for a period and on the terms, including as to remuneration, as the Directors see fit.
- (b) A person ceases to be Executive Director if they cease to be a Director.
- (c) The Directors may confer on an Executive Director any of the powers that the Directors can exercise.
- (d) The Directors may revoke or vary:
 - (i) the appointment of the Executive Director; or
 - (ii) any of the powers conferred on the Executive Director.
- (e) The Directors may appoint persons to carry out the role of chief executive officer such other roles as they may determine for a period and on such terms, including as to remuneration, as the Directors see fit.

5.7 Treasurer

- (a) At the first meeting of the Directors of the Company, and at each subsequent meeting of the Directors of the Company at which the office of Treasurer is vacant, the Directors must appoint one of themselves to the office of Treasurer.
- (b) A person ceases to be Treasurer if they cease to be a Director.
- (c) The Treasurer will be responsible to the Board for the collection, holding and disbursement of all moneys of the Company and for the maintenance of proper books of account for this purpose.
- (d) The Treasurer may delegate such power to any Member or subcommittee or to any employee of the Company as the Treasurer thinks appropriate.
- (e) The Treasurer must render a report at each meeting of the Board. Such report must include at least a statement of assets and liabilities and income and expenditure. An annual statement will be presented to the Board made

up to 30 June to be audited and reported on by the auditor in accordance with the Corporations Act.

- (f) All funds collected by the Treasurer must within three days after receipt thereof be deposited in a bank account to be designated by the Board. All disbursements must be made in accordance with the provisions of clause 5.3. Any expenditure of amounts over an amount (if any) set by the Members at a general meeting from time to time must be approved by the Board. The Treasurer will be “ex officio” a member of all committees involving disbursements of funds.

5.8 Delegation

- (a) The Directors may delegate any of their powers to a committee of Directors, a Director, an employee of the Company or any other person or group of people.
- (b) The delegate must exercise the powers delegated to it in accordance with any directions of the Directors.
- (c) The effect of the delegate so exercising a power is the same as if the Directors exercised it.
- (d) The members of a Committee will decide how meetings of the Committee will be called and the procedures to be followed at meetings of the Committee, subject to any directions given by the Directors.

5.9 Appointment of attorney for Company

The Directors may, by power of attorney, appoint any company, firm, person or body of persons to be the attorney of the Company for:

- (a) any period; and
- (b) for the purposes and with the powers, authorities and discretions vested in or exercisable by the Directors under this Constitution.

5.10 Appointment of Consultant

- (a) The Board may invite persons to be general consultants to the Board, from time to time, as the Board sees fit in light of the contribution they may be able to make to the Company on any particular matter or generally on such terms as the Board may determine.
- (b) A consultant appointed under clause 5.10(a) is entitled to receive notice of, attend and speak at meetings of the Board.

- (c) A consultant appointed under clause 5.10(a) is not entitled to vote at meetings of the Board and at no time will be a member of the Board unless elected or appointed to the Board pursuant to clause 4.4(a).

5.11 Accounting for profit

Where a Director's interest is approved by a resolution of Directors in accordance with clause 4.14(d), no Director will be liable to account to the Company for any profit arising from any office or place of profit or realised from any contract or arrangement by reason only of the Director holding that office or of the fiduciary relations so established.

6 DIRECTORS' MEETINGS

6.1 Circulating resolutions

- (a) The Directors 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.
- (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.

6.2 Number of meetings

The Directors must meet at least four times per year.

6.3 Calling Directors' meetings

A Directors' meeting may be called by the Secretary or by a Director giving reasonable notice individually to every other Director.

6.4 Use of technology

- (a) A Directors' meeting may be called or held using any technology consented to by the Directors.
- (b) Any consent may be a standing consent.
- (c) A Director may only withdraw their consent a reasonable period before the meeting.

6.5 Chairing Directors' meetings

- (a) The President will be the Chair of meetings of the Board and if the President is not available or declines to act as Chair for the meeting or part of it, the Vice President will be the Chair for the meeting.
- (b) The Directors must elect a Director present to Chair a meeting, or part of it, if both the President and Vice President are not available or decline to act as Chair for the meeting or part of it.

6.6 Quorum at Directors' meetings

Unless the Directors determine otherwise, the quorum for a Directors' meeting is three Directors and the quorum must be present at all times during the meeting.

6.7 Passing of Directors' resolutions

- (a) Directors' resolution must be passed by a majority of the votes cast by Directors entitled to vote on the resolution.
- (b) The Chair has a casting vote in addition to any vote the Chair may have in the Chair's capacity as a Director.

6.8 Invitations to Directors' meetings

The Board may, from time to time, invite any person to attend a meeting of the Board.

7 SECRETARY

7.1 Appointment

The Directors must appoint a Secretary in accordance with the Act.

7.2 Terms and conditions of office

A Secretary holds office on the terms and conditions (including as to remuneration and/or reimbursement) that the Directors think fit.

8 MEMBERS

8.1 Member qualification requirements

- (a) People eligible to apply to be a Member of the Company are:
 - (i) individuals, groups and organisations of mental health professionals;
 - (ii) administrators and legislators;

- (iii) interested lay persons; and
- (iv) users of mental health services and their family members,
who support the purposes of the Company.

8.2 Admission to Membership

- (a) Membership is not indicative of, and must not be used to indicate any form of professional competence or expertise.
- (b) A person who applies and is approved for Membership as provided in this Constitution will become a Member upon payment of the Annual Subscription Fee.
- (c) An application to be a Member of the Company:
 - (i) must be made in writing in a form prescribed by the Board from time to time;
 - (ii) must contain a signed undertaking to be bound by this Constitution and to support and promote the purposes of the Company;
 - (iii) must address the qualification requirements set out in clause 8.1 above; and
 - (iv) must be lodged with the Secretary.
- (d) As soon as is practicable after the receipt of an application, the Secretary will approve the application and notify the Board.
- (e) The Board may approve any person as a honorary member for recognition of significant contributions to the Company or the Principal Purposes of the Company.

8.3 Appeal against Membership Refusal

- (a) Any person refused Membership pursuant to clause 8.1 or 8.2 may appeal against the decision of the Board to a general meeting of the Members.
- (b) The person refused Membership shall deliver written notice of appeal to the Secretary within twenty-eight days of the decision of the Board being communicated to him or her.
- (c) The Board shall convene a general meeting of Members for the purpose of determining the appeal within three months of receiving written notice in accordance with clause 8.3(b).

- (d) Notwithstanding the appeal process under this clause 8.3 the Board retains absolute power to exclude from Membership persons that it considers would not benefit the organisation and its objectives.

8.4 Disciplinary Resolution of a Member

- (a) Any Member may be the subject of a Disciplinary Resolution if they:
 - (i) neglect to comply with the provisions of this constitution; or
 - (ii) engage in conduct which in the opinion of the Board is unbecoming of a Member or prejudicial to the interests of the company.
- (b) The Board will have the power by Disciplinary Resolution to censor, fine, suspend or remove the Member, provided that:
 - (i) at least 5 business days before the meeting at which the Board intends to consider a Disciplinary Resolution (**Disciplinary Meeting**), the Member is given notice of the:
 - (A) meeting;
 - (B) alleged conduct against the Member; and
 - (C) intended content of the Disciplinary Resolution.
- (c) The relevant Member will have the opportunity to give any oral or written explanation or defence at any Disciplinary Meeting.
- (d) Any Member may, by written notice to the Secretary no less than 24 hours before a Disciplinary Meeting, request a general meeting of the Members to consider the Disciplinary Resolution.
- (e) The Board shall convene a general meeting of Members for the purpose of determining the appeal within one month of receiving written notice in accordance with clause 8.4(d).
- (f) Where a Disciplinary Resolution is to be decided at a general meeting the Disciplinary Resolution must be passed by more than two-thirds of those present and voting at the general meeting.

8.5 Appeal against Disciplinary Resolution of a Member

- (a) Any Member subject to a Disciplinary Resolution pursuant to clause 8.4(b) may appeal against the decision of the Board to a general meeting of the Members.

- (b) The Member shall deliver written notice of appeal to the Secretary within twenty-eight days of the decision of the Board being communicated to him or her.
- (c) The Board shall convene a general meeting of Members for the purpose of determining the appeal within three months of receiving written notice in accordance with clause 8.5(b).
- (d) No appeal against a Disciplinary Resolution shall be allowed where a Disciplinary Resolution was passed by general meeting pursuant to clause 8.4(f).

8.6 Address of Member

- (a) Each Member must provide to the Secretary details of an address in Australia where the Company can send notices.
- (b) If a Member fails to provide an address in accordance with clause 8.6(a), the address of the Member is deemed to be the registered office of the Company.

8.7 Events leading to cessation

A Member ceases to be a Member if the Member:

- (a) dies;
- (b) resigns in writing;
- (c) is convicted of an indictable offence.

8.8 Non-payment of Annual Subscription Fee

For so long as any Annual Subscription Fee of a Member remains unpaid, the Member will be barred from all privileges of Membership provided that the Directors may, if they think fit, reinstate the Member on payment of all arrears.

8.9 Effect of cessation

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

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

8.10 Annual Subscription Fee

- (a) The Annual Subscription Fee for Membership is such amount determined by the Board from time to time.
- (b) The Board may, at its discretion, offer to waive Members' Annual Subscription Fees from time to time.
- (c) Subject to clause 8.10(d), the Annual Subscription Fee is payable in advance on or before 1 July in each Financial Year.
- (d) In the case of any application for Membership of the Company made after 1 July in any Financial Year, the Annual Subscription Fee will be:
 - (i) pro-rated for the remainder of that Financial Year calculated from the date on which the Board approves the application; and
 - (ii) payable in advance on the date determined in accordance with clause 8.2.

9 REGISTER

The Secretary will maintain the Register and will enter in it the full name, address and any nominated officer of each Member, the date on which the Member became a Member, the date upon which each Member ceased to be a Member and any other details required by the Company.

10 MEETINGS OF MEMBERS

10.1 Calling of meetings of Members by a Director

A Director may call a meeting of Members.

10.2 Calling of meetings by Members

Members with at least 5% of the votes that may be cast at a general meeting, may at their expense call and arrange to hold a general meeting in accordance with section 249F of the Act.

10.3 Calling of general meetings by Directors when requested by Members

If requested by Members entitled under section 249D of the Act to call a general meeting, the Directors must call and arrange to hold a general meeting.

10.4 Failure of Directors to call general meeting

- (a) Members who make a request under section 249D of the Act may call and arrange to hold a general meeting in accordance with section 249E of the Act if the Directors do not do so within 21 days after the request is given to the Company.

- (b) The Company must pay all reasonable costs of the Members incurred due to the failure of the Directors to call and hold a general meeting in accordance with section 249E of the Act.

10.5 Calling of meetings by the Court

The Court may order a meeting of Members to be called in accordance with Section 249G of the Act if it is impracticable to call the meeting in any other way.

10.6 Amount of notice of meetings

- (a) Subject to the Act, at least 21 days' notice must be given of a meeting of Members.
- (b) Subject to clause 10.6(c), the Company may call on shorter notice any meeting including an AGM, if all of the Members entitled to attend and vote at the meeting agree beforehand.
- (c) The period of notice required by the Act must be given of a meeting of Members at which a resolution will be moved to:
 - (i) remove a Director under clause 4.11(b); or
 - (ii) remove an Auditor.

10.7 Notice of meetings of Members

Written notice of the meeting of Members must be given individually to each Member entitled to vote at the meeting and to each Director.

- (a) Every notice convening a general meeting shall specify:
 - (i) the place, the day and time of the meeting and the general nature of the business to be transacted at the meeting;
 - (ii) if the Directors decide in their absolute discretion to hold the meeting in two or more places, the technology to be used to facilitate the meeting;
 - (iii) if it is proposed to pass a special resolution, the intention to propose the special resolution and the resolution; and
 - (iv) if a Member is entitled to appoint a proxy, a statement providing:
 - (A) that the Member has a right to appoint a proxy; and
 - (B) whether or not the proxy needs to be a Member of the Company.
- (b) The Company may give the notice of meeting to a Member:

- (i) personally;
 - (ii) by sending it by post to the address of the Member in the register of Members or the alternative address (if any) nominated by the Member;
 - (iii) by sending it to the fax number or electronic address (if any) nominated by the Member; or
 - (iv) by any other means authorised by the Act.
- (c) A notice of meeting sent by post is taken to be given three days after it is posted. A notice of meeting sent by fax or other electronic means is taken to be given on the business day after it is sent.

10.8 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.

10.9 Contents of notice of meeting

The notice of meeting must conform with the requirements of section 249L of the Act

10.10 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.

10.11 Members' resolutions

The Members may propose a resolution to be moved at a general meeting only in accordance with the provisions of Division 4 of Part 2G.2 of the Act.

10.12 Time and place for meetings of Members

A meeting of Members must be held at a reasonable time and place.

10.13 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.

10.14 Quorum

- (a) The quorum for a meeting of Members is three Members and the quorum must be present at all times during the meeting.
- (b) In determining whether a quorum is present, individuals attending as proxies are to be counted but if an individual is attending both as a Member and as a proxy, they are to be counted only once.
- (c) A meeting that does not have a quorum present within 30 minutes after the time for the meeting set out in the notice of meeting is to be adjourned to a date, time and place as the Directors specify.
- (d) If the Directors do not specify one or more of those requirements, the meeting is adjourned to:
 - (i) if the date is not specified, the same day of the week in the following week;
 - (ii) if the time is not specified, the same time; or
 - (iii) if the place is not specified, the same place.
- (e) If no quorum is present at the resumed meeting within 30 minutes after the time for the meeting, the meeting is dissolved.

10.15 Chairing meetings of Members

- (a) The President will be the Chair for meetings of Members and if the President is not available or declines to act as Chair for the meeting or part of it, the Vice President will be the Chair for the meeting.
- (b) The Directors must elect an individual to act as the Chair of meetings of the Members, if both the President and Vice President are not available or decline to act as Chair for the meeting or part of it.
- (c) Subject to clause 10.15(d), the Directors at the meeting of Members must elect an individual present as the Chair of the meeting (or part of it) if an individual has not already been elected by the Directors to chair it or, having been elected, is not available or declines to act for the meeting (or part of it).
- (d) If there is only one Director or no Directors at a meeting of Members, the Members present at that must elect a Member present to act as the Chair of the meeting (or part of it) if:
 - (i) a Chair has not previously been elected by the Directors to chair the meeting; or

- (ii) a previously elected Chair is not available or declines to act as Chair for the meeting (or part of the meeting).
- (e) The Chair must adjourn the meeting if the Members present with a majority of votes at the meeting agree or direct that the Chair must do so.
- (f) The Chair of the meeting of Members will have casting vote in addition to any vote the Chair may have in the Chair's capacity as a Member.

10.16 Auditor's right to be heard at meetings of Members

- (a) The Auditor is entitled to attend and be heard at meetings of Members.
- (b) The Auditor is entitled to be heard at the meeting on any part of the business of the meeting that concerns the Auditor as Auditor.
- (c) The Auditor is entitled to be heard even if:
 - (i) the Auditor retires at the meeting; or
 - (ii) the meeting passes a resolution to remove the Auditor from office.
- (d) The Auditor may authorise a person in writing as the Auditor's representative for the purpose of attending and speaking at any general meeting.

10.17 Proxies

- (a) A Member who is entitled to attend and cast a vote at a meeting of Members may appoint a person as the Member's proxy, to attend and vote for the Member at the meeting or at a number of meetings until the proxy expires or is revoked.
- (b) The appointment of a proxy in respect of a specified meeting will be deemed to include the appointment of that proxy for any adjournment of that meeting unless the proxy is revoked prior to the holding of the adjourned meeting.

10.18 Rights of proxies

- (a) A proxy appointed to attend and vote for a Member has the same rights as the Member:
 - (i) to speak at the meeting;
 - (ii) to vote (but only to the extent allowed by the appointment); and
 - (iii) to join in demand for a poll.
- (b) A proxy may vote on a show of hands.

- (c) A proxy's authority to speak and vote for a Member at a meeting is suspended while the Member is present at the meeting.

10.19 Standing proxy

- (a) An appointment of a proxy may be expressed to be for a specific time or meeting or both, or to be a standing proxy until the occurrence of a specified event or until revoked by the appointer.
- (b) If an appointment of a proxy does not specify the meeting or period for which the appointment is to be in force, the appointment will remain in force for 12 months, except that subject to the conditions of the proxy, a proxy may be revoked by the appointor or the appointer's attorney at any time. This revocation will have effect from the time written notice of this revocation is given to the Company.

10.20 Deposit of proxy with Company

- (a) The instrument appointing a proxy and the original power of attorney (if any) under which it is signed or a certified copy of the power of attorney must, unless otherwise specified in the notice convening the meeting, be deposited at the Company's registered office not less than 48 hours before the time for holding the meeting.
- (b) Unless otherwise specified in the notice convening the meeting, a proxy and the authority or attorney under which the proxy is signed must be deposited at the Company's registered office by personal delivery, post or facsimile.

10.21 Validity of vote given in accordance with proxy

A vote given in accordance with the terms of an instrument of proxy or a power of attorney is valid notwithstanding:

- (a) the previous death of the Member;
- (b) mental incapacity of the Member;
- (c) revocation of the proxy's appointment by the Member;
- (d) revocation by the Member of the authority or attorney under which the proxy was appointed by the appointor,

unless the Company receives by personal delivery, post, facsimile or any other manner approved by the Company written notice of that matter at the Company's registered office or any place specified for the deposit of proxies before the start or resumption of the meeting at which a proxy votes.

10.22 Form of proxy

- (a) Every instrument of proxy must be signed by the Member and be in the form set out in Annexure A or in a form that is as similar to that form as the circumstances permit or in such other form as the Directors may from time to time prescribe or accept.
- (b) Any instrument of proxy deposited in accordance with this Constitution in which the name of the proxy is not filled in is deemed to be given in favour of the Chair of the meeting or meetings to which it relates.
- (c) The instrument of proxy may be worded so that a proxy may be directed to vote either for or against each of the resolutions to be proposed. Where an instrument of proxy so provides, the proxy is not entitled to vote on the resolution except as directed in the instrument.
- (d) Where an instrument of proxy does not direct the proxy to vote either for or against each or any of the resolutions to be proposed, the proxy (including the Chair of the meeting where the Chair is deemed to be given the proxy under clause 10.22(b)), may vote in any way the proxy thinks fit.

10.23 How many votes a Member has

At a meeting of Members each Member has one vote on a show of hands and on a poll.

10.24 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.

10.25 How voting is carried out

- (a) A resolution put to the vote at a meeting of Members must be decided on a show of hands unless a poll is demanded.
- (b) On a show of hands, a declaration by the Chair is conclusive evidence of the result.
- (c) Neither the Chair nor the minutes need to state the number or proportion of the votes recorded in favour or against a resolution.

10.26 Matters on which a poll may be demanded

- (a) A poll may be demanded on any resolution other than resolutions concerning:

- (i) the election of the Chair; or
 - (ii) the adjournment of the meeting.
- (b) A poll may be demanded in accordance with section 250L of the Act.

10.27 When and how polls must be taken

- (a) A poll demanded on a matter other than the election of a Chair or the question of an adjournment must be taken when and in the manner the Chair directs.
- (b) A poll on the election of a Chair or on the question of an adjournment must be taken immediately.

10.28 Holding of AGM

Subject to clause 10.29:

- (a) the Company must hold an AGM within 18 months after its registration.
- (b) the Company must hold an AGM at least once in each calendar year and within five months after the end of its financial year.
- (c) an AGM must be held in addition to any other meetings held by the Company in a year.

However, if the Company only has one Member, it is not required to hold an AGM.

10.29 Extension of time for AGM

The Company may lodge an application with ASIC to extend the period within which it is required to hold the AGM in accordance with section 250P of the Act.

10.30 Business of the AGM

The business of the AGM may include any of the following, even if not referred to in the notice of meeting:

- (a) the consideration of the annual financial report, Director's report and Auditor's report;
- (b) the appointment of the Auditor; and
- (c) the fixing of the Auditor's remuneration.

10.31 Questions by Members of the Company

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.

10.32 Questions by Members to Auditors

If the Auditor or their 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 their representative questions relevant to the conduct of the audit and the preparation and content of the Auditor's report, the accounting policies adopted by the company in relation to the preparation of the financial statements; and the independence of the auditor in relation to the conduct of the audit.

11 DIRECTORS' AND MEMBERS' MINUTES**11.1 Minutes**

- (a) The Company must keep minute books in which it records:
 - (i) proceedings and resolutions of Members' meetings;
 - (ii) proceedings and resolutions of Directors' meetings, including committee meetings;
 - (iii) resolutions passed by Members without a meeting; and
 - (iv) resolutions passed by Directors without a meeting.
- (b) The Company must ensure that the minutes of a meeting are signed by the Chair of the meeting or the Chair of the next meeting within a reasonable time after the meeting.
- (c) The Company must ensure that the minutes of the passing of a resolution without a meeting are signed by a Director within a reasonable time after the resolution is passed.

11.2 Members' access to minutes

Members are entitled to gain access to the minute book of meetings of Members in accordance with the Act.

12 ACCOUNTS AND AUDIT**12.1 Accounting records**

- (a) The Directors must ensure that accounting and other records are kept to correctly record and explain the transactions and financial position of the

Company, to enable true and fair profit and loss accounts and balance sheets to be prepared and to permit preparation of any other documents required by the Act or this Constitution.

- (b) The records must be kept:
 - (i) in a manner that enables them to be conveniently and properly audited;
 - (ii) for seven years after the completion of the transactions or operations to which they relate; and
 - (iii) at the Company's registered office or at such other place as the Directors think fit.
- (c) The records must at all times be open to inspection by the Directors.
- (d) The Board will from time to time determine at what times and places and under what conditions or directions the accounting and other records of the company will be open to the inspection of Members.

12.2 Accounts

Each financial year, the Company must prepare a financial report and a Directors' report in accordance with the Act.

12.3 Auditor

The Company shall appoint an auditor to audit the Company's financial statements in accordance with the Act.

13 WINDING UP

13.1 Rights of Members on winding up

If the Company is wound up, the Members have no right to participate in any distribution or payment of the assets or property of the Company.

13.2 Distribution of assets

- (a) If the Company is wound up, the assets and property available for distribution after satisfaction of all debts and liabilities must be given or transferred to such other institution or institutions as the Directors shall select:
 - (i) the objects of which are similar to the objects of the Company; and

- (ii) the constitution of which prohibits the distribution of its income and property to an extent at least as great as that imposed by clause 2.4(d)(ii).
- (b) The Directors must determine the identity of the institution or institutions for the purpose of clause 13.2(a).
- (c) If the Directors fail to determine the identity of the institution or institutions under clause 13.2(b), the Supreme Court of Victoria may make that determination.

14 INDEMNITY

14.1 Indemnity

- (a) Subject to the Act, the Company will indemnify each Officer against, and will pay the Officer on demand, the amount of any liability to another person (other than the Company or a related body corporate of the Company) incurred by the Officer in or in relation to the Officer's capacity as an Officer unless the liability arises out of conduct involving a lack of good faith.
- (b) The Company will indemnify any other employee of the Company at the Directors' discretion.
- (c) The Company will indemnify an Officer against a liability for costs and expenses (including legal expenses on a full indemnity basis) incurred by the Officer in defending proceedings whether civil or criminal, except if those proceedings are:
 - (i) civil proceedings in which the Officer is found to have a liability for which they could not be indemnified under clause 14.1(a);
 - (ii) criminal proceedings in which the Officer is found guilty;
 - (iii) proceedings brought by ASIC or a liquidator for a court order, and a court finds that the grounds for making the order are established; or
 - (iv) proceedings for relief to the Officer under the Act under which the court denies relief.
- (d) The Officer must repay to the Company any amounts advanced by the Company under any indemnity in this clause 14.1 if:
 - (i) any of the exceptions set out in clause (c) apply;
 - (ii) a court subsequently determines that the indemnification is not permitted; or

- (iii) the indemnification is not permitted by the Act.
- (e) For the purposes of this clause, the Company has the burden of proving that the Officer to be indemnified is not entitled to the requested indemnification.
- (f) If the Company determines that an Officer is not entitled to be indemnified, the Officer will be entitled to direct that the Company obtain and follow, at the Company's expense, an opinion as to such entitlement from a Senior Counsel with relevant expertise.
- (g) The indemnification rights in this clause constitute a contract between the relevant parties seeking indemnification and the Company and will continue to have effect following the rescission or restrictive modification of the clause with respect to events occurring prior to the rescission or modification of the clause.

14.2 Payment Of Costs

Subject to this Constitution and the Act, the Directors may, out of the funds of the Company, pay all costs, losses and expenses which any Officer may incur or become liable to pay by reason of any contract entered into or act or thing done by them in their capacity as an Officer or in any way in discharge of their duties.

14.3 Limit of indemnity

- (a) Subject to the provisions of the Act, an Officer of the Company will not be liable for:
 - (i) the acts, receipts, neglect or defaults of any other Officer;
 - (ii) joining in any receipt or other act of conformity or for any loss happening to the Company through:
 - (A) an insufficiency or deficiency of title to any property acquired by order of the Officers for or on behalf of the Company; or
 - (B) an insufficiency or deficiency of any security in or upon which any of the moneys of the Company are invested at any time;
 - (iii) any loss or damage arising from the bankruptcy, insolvency or tortious act of any person with whom any moneys, securities or effects are deposited at any time;
 - (iv) any loss occasioned by any error of judgment or oversight on the Officer's part; or

- (v) any other loss, damage or misfortune which occurs in the execution of the duties of the Officer's office,

unless the liability was incurred against the Company or through the Officer's own dishonesty.


15 CONTRACT OF INSURANCE

Except to the extent precluded by the Act, the Company may pay a premium for a contract insuring a person who is or has been an Officer, against:

- (a) any liability incurred by the Officer which does not arise out of conduct involving a wilful breach of duty in relation to the Company or a contravention of sections 182 or 183 of the Act; 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.

16 TIME FOR DOING ACTS

- (a) If:
 - (i) the time for doing any act or thing required to be done; or
 - (ii) a notice period specified in this Constitution,expires on a day other than a Business Day, the time for doing that act or thing or the expiration of that notice period is extended until the following Business Day.
- (b) If any act or thing required to be done is done after 5 pm on the specified day, it is taken to have been done on the following Business Day.



Signed by: Melissa Connell

Secretary ISPS Australia

ANNEXURE A

ISPS Australia (ACN 166 052 839)

PROXY

I of
being a Member of the above Company, hereby appoint the Chair of the meeting, or if a
person is specified below then that person:

Name of proxy	Address
----------------------	----------------

as proxy to vote on my behalf at the following meeting(s) of the Company and at any
adjournment of the meeting(s):

- (1) Meeting of the Company to be held on
.....;
- (2) All meetings of Members of the Company held
within months from the date of this
appointment;
- (3) All meetings of Members of the Company held
prior to the revocation of this appointment.

This holder of this Proxy may vote as they think fit unless otherwise specified below:

Resolution(s)

For / Against
(please select one)

<hr/>	For / Against
<hr/>	For / Against

Date

Signature of Member:

Name of Member: