

AVENUE NEIGHBOURHOOD HOUSE AT ELEY INC

Vic Association No. A0001063J ABN 22 762 469 739



CONSTITUTION - PROPOSED

An incorporated association under the
Associations Incorporation Reform Act 2012
(Vic)

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CONSTITUTION

1 NAME OF THE ASSOCIATION

The name of the Association is Avenue Neighbourhood House At Eley Inc which may also be referred to as Avenue Neighbourhood House @ Eley Inc.

2 PURPOSES

2.1 The Association's principal purpose is to be a public benevolent institution established to relieve poverty, sickness, destitution, helplessness, suffering, misfortune, disability and distress by providing assistance to those in need, mainly but not limited to within the Whitehorse City Council area and evoking compassion within this community (**Principal Purpose**).

2.2 In support of and to achieve the Principal Purpose the Association will:

2.2.1 focus on addressing disadvantage, reducing poverty, and enhancing life opportunities through education, primarily for the following individuals:

- (a) at-risk youth who are not actively engaged in education, employment, or training;
- (b) the long-term unemployed;
- (c) migrants, refugees and socially disconnected individuals;
- (d) people facing social, cultural, or financial disadvantages;
- (e) individuals dealing with mental health challenges; and
- (f) people with intellectual or physical disabilities.

2.2.2 provide education, encouragement, and support to young people facing significant challenges in their educational journey, helping them reconnect with learning and their communities;

2.2.3 offering educational opportunities to empower individuals to secure employment and break the cycle of poverty;

2.2.4 deliver education and activities for individuals with intellectual and other disabilities, fostering their independence, confidence, and full participation in society;

2.2.5 provide direct relief to migrants and refugees from non-English-speaking backgrounds by offering language and communication education to facilitate employment, social engagement, and reduce isolation;

2.2.6 address social inequalities and expanding life opportunities for disadvantaged individuals by promoting self-help skills, social interaction, and meaningful connections that enrich their lives;

- 2.2.7 support community development initiatives that enhance learning and provide relief from poverty, illness, distress, and hardship;
- 2.2.8 create a safe, welcoming, and inclusive space where individuals of all backgrounds, ages, genders, and abilities can engage in activities that promote health, social well-being, and educational advancement;
- 2.2.9 primarily to support those in need and disadvantage, as set out in clause 2.2.1, will advance education and social and public welfare by:
 - (a) operating as a registered Learn Local Course Provider;
 - (b) operating an approved Childcare and Early Learning Centre; and
 - (c) operating as an RTO for the purposes of providing Accredited Courses;
- 2.2.10 do all lawful things consistent with, necessary or desirable to support and further the Principal Purpose and to do such other things as are incidental or conducive to the attainment of the Principal Purpose.

3 NOT-FOR-PROFIT NATURE OF THE ASSOCIATION

3.1 Income applied for the Purpose

The Association's income and property:

- 3.1.1 must be applied solely towards the Purposes; and
- 3.1.2 must not be paid or given to a Member, directly or indirectly, by way of dividend, bonus or otherwise, unless permitted by clause 3.2 or 4.2.

3.2 Permitted payments to Members

The Association may pay a Member in good faith with prior Board approval up to a fair and reasonable amount for:

- 3.2.1 expenses properly incurred for the Association;
- 3.2.2 goods or services supplied to the Association;
- 3.2.3 interest on money lent to the Association; or
- 3.2.4 rent for premises let to the Association.

4 WINDING UP

4.1 Winding up

Subject to clause 4.4, the Association's surplus assets, after satisfying all liabilities on wind up or dissolution under the Associations Act:

- 4.1.1 must not be paid or given to current or former Members unless eligible under clause 4.2; and
- 4.1.2 must be paid to eligible recipients selected under clauses 4.2 and 4.3.

4.2 **Eligible recipients**

A fund, authority or institution is eligible to receive any surplus under clause 4.1.2 if it:

- 4.2.1 has charitable purposes similar to the Purposes;
- 4.2.2 prohibits its income and property from being paid to members on the same terms as clause 3;
- 4.2.3 is a charity registered under Relevant Laws; and
- 4.2.4 can receive Deductible Gifts under the Relevant Laws.

4.3 **Selection of eligible recipients**

Eligible recipients to receive any surplus referred to in clause 4.2 must be selected:

- 4.3.1 by Member special resolution;
- 4.3.2 failing clause 4.3.1, by Board resolution; and
- 4.3.3 failing clause 4.3.2, by application to the Supreme Court of Victoria.

4.4 **Surplus Deductible Gifts**

Any surplus Deductible Gifts, must be transferred to eligible recipients selected under clauses 4.2 and 4.3 on the earlier of:

- 4.4.1 the Association's deductible gift recipient endorsement being revoked; or
- 4.4.2 the winding up of the Association.

5 **MEMBERSHIP**

5.1 **Minimum number of Members**

The Association must have at least 5 Members.

5.2 **Application for membership**

- 5.2.1 To apply to become a member of the Association, a person must submit a written application to the Secretary of the Association stating that the person:
 - (a) wishes to become a member of the Association; and
 - (b) supports the purposes of the Association; and
 - (c) agrees to comply with this Constitution.
- 5.2.2 The application must be signed by the applicant.

5.3 **Classes of Members and eligibility**

The Members of the Association comprise the classes of Members with the eligibility and rights set out in the table below and such other voting or non-voting categories whose rights, benefits, privileges, entitlements, obligations, liabilities, eligibility and status will be determined by the Board.

Class	Eligibility	Rights (see also clause 5.4)
Ordinary Member	Any person who: (a) is a Director of the Association; or (b) supports the purposes of the Association; (c) is not less than eighteen years of age and who is nominated for membership in accordance with the Constitution.	Voting
Director Member	The Directors for the time being	Voting
Associate Member	See clause 10	Non-voting

5.4 **Member rights, obligations and liabilities**

- 5.4.1 Ordinary Members have the right to receive notice of, participate in the requisition of, attend, speak at, vote at and join in the demand for a poll at general meetings. These rights are suspended while membership fees are unpaid.
- 5.4.2 Subject to clause 10.2, Associate Members have all the rights of an Ordinary Member with the exception of voting rights at a general meeting.
- 5.4.3 Members have the right to appoint a Representative to exercise all the Member's rights.
- 5.4.4 Members are obliged to comply with this Constitution and the Regulations.
- 5.4.5 A Member's liability as Member is limited to unpaid membership fees.

5.5 **Rights not transferrable**

A person's membership rights and privileges:

- 5.5.1 apply only whilst the person is a Member; and
- 5.5.2 are personal and may not be transferred or transmitted.

5.6 **Membership period and fees**

The Board may determine:

- 5.6.1 the membership period (including common expiry dates) as well as how and when membership is renewed;
- 5.6.2 fees payable by Members, including any fee to apply for membership or be admitted as a Member; and
- 5.6.3 whether fees are refundable or non-refundable.

5.7 Register of Members, including closure of register

- 5.7.1 The Association must maintain a register of Ordinary Members in accordance with the Associations Act which contains the name, addresses for notices and membership start/end dates for current and recent former Members.
- 5.7.2 The Board may establish Regulations to close the register to new Members for up to 60 days per year.
- 5.7.3 The Association may maintain a database of other Member details and Associate Member details which is separate to the register of Ordinary Members.

5.8 Change of Member details

A Member must notify the Association if the Member's addresses for notices change within 28 days of the change.

6 BECOMING AND CEASING TO BE A MEMBER

6.1 Admission of Members

- 6.1.1 The Board may admit in its absolute discretion a person as Member upon application in accordance with any requirements specified in the Regulations.
- 6.1.2 The Board must consider membership applications as soon as reasonably practicable.
- 6.1.3 The Board need not provide reasons for refusing to admit a person as Member.
- 6.1.4 Successful applicants become Members when added to the register of Members.

6.2 Resignation of Members

- 6.2.1 A person may resign as Member by written notice to the Association.
- 6.2.2 The resignation takes effect when the Secretary receives the Member's notice or on a later date specified in the notice.

6.3 Ceasing to be a Member

A person automatically ceases to be a Member if the person:

- 6.3.1 in the case of Director Members — was but ceases to be a Director;
- 6.3.2 has not paid membership fees for 3 months after the due date;
- 6.3.3 has a debt to the Association which remains unpaid for 3 months or more;
- 6.3.4 ceases to be eligible to be a Member in the relevant class;
- 6.3.5 becomes untraceable for 3 months because the Member cannot be contacted using the address on the register of Members;
- 6.3.6 dies or, in the case of a body corporate, is wound up or deregistered;

- 6.3.7 becomes bankrupt, or makes any arrangement or composition with the Member's creditors generally; or
- 6.3.8 no longer has capacity to give informed consent as defined under laws which provide for the decision making capacity of an individual.

6.4 Transition

On the adoption of this Constitution, the Members of the Association will be those persons named in the register of Members excluding any persons who are no longer eligible to be Members under clause 5.3 and membership categories will be applied as set out in clause 5.3.

7 DISCIPLINING MEMBERS

7.1 Grounds for taking disciplinary actions

The Association may take disciplinary action against a Member in accordance with this clause 7 if it is determined that the Member:

- 7.1.1 has failed to comply with the Constitution;
- 7.1.2 refuses to support the Purposes of the Association;
- 7.1.3 has engaged in Unacceptable Conduct; or
- 7.1.4 has a debt to the Association which remains unpaid for three months or more.

7.2 Disciplinary committee

- 7.2.1 If the Board is satisfied that there are sufficient grounds for taking disciplinary action against a Member, the Board must appoint a disciplinary committee to hear the matter and determine what action, if any, to take against the Member.
- 7.2.2 Subject to clause 7.2.3, the Board may appoint any person to a disciplinary committee.
- 7.2.3 A person must not be appointed to a disciplinary committee if the person is biased in favour of or against the Member concerned.

7.3 Notice to Member

- 7.3.1 Before disciplinary action is taken against a Member, the Secretary must give written notice to the Member:
 - (a) stating that the Association proposes to take disciplinary action against the Member;
 - (b) stating the grounds for the proposed disciplinary action; and
 - (c) specifying the date, place and time of the meeting at which the disciplinary committee intends to consider the disciplinary action (the disciplinary meeting);
 - (d) advising the Member that the Member may do one or both of the following:
 - (1) attend the disciplinary meeting and address the disciplinary committee at that meeting;

- (2) give a written statement to the disciplinary committee at any time before the disciplinary meeting; and

- (e) setting out the Member's appeal rights under clause 7.5.

7.3.2 The notice must be given no earlier than 28 days, and no later than 14 days, before the disciplinary meeting is held.

7.4 **Decision of the committee**

7.4.1 At the disciplinary meeting, the disciplinary committee must:

- (a) give the Member an opportunity to be heard; and
- (b) consider any written statement submitted by the Member.

7.4.2 After complying with clause 7.4.1, the disciplinary committee may:

- (a) take no further action against the Member; or
- (b) subject to clause 7.5:
 - (1) reprimand the Member;
 - (2) suspend the membership rights of the Member for a specified period; or
 - (3) expel the Member from the Association.

7.4.3 The disciplinary committee may not fine the Member.

7.4.4 The suspension of membership rights or the expulsion of a Member by the disciplinary committee under this rule takes effect immediately after the vote is passed.

7.5 **Appeal rights**

7.5.1 A person whose membership rights have been suspended or who has been expelled from the Association under clause 7.4.4 may give notice to the effect that the person wishes to appeal against the suspension or expulsion.

7.5.2 The notice must be in writing and given:

- (a) to the disciplinary committee immediately after the vote to suspend or expel the person is taken; or
- (b) to the Secretary of the Association not later than 7 days after the vote.

7.5.3 If a person has given notice under clause 7.5.2, the Board must appoint at least 3 persons to an appeal committee to consider the appeal.

7.5.4 Subject to clause 7.5.7, the Board may appoint any person to an appeal committee.

7.5.5 A person must not be appointed to an appeal committee if the person:

- (a) was appointed to the disciplinary committee to hear and determine the matter of the member concerned;

- (b) has a personal interest in the dispute; or
- (c) is biased in favour of or against the member concerned.

7.5.6 The Board must convene a meeting of the appeal committee (the disciplinary appeal meeting) as soon as practicable and no later than 21 days after the notice of the appeal is received.

7.5.7 Notice of the disciplinary appeal meeting must be given to each member of the appeal committee and the member concerned as soon as practicable and must:

- (a) specify the date, time and place of the meeting; and
- (b) state:
 - (1) the name of the person against whom the disciplinary action has been taken;
 - (2) the grounds for taking that action; and
 - (3) that at the disciplinary appeal meeting the appeal committee members present must vote on whether the decision to suspend or expel the person should be upheld or revoked.

7.6 **Conduct of a disciplinary appeal meeting**

7.6.1 At a disciplinary appeal meeting:

- (a) no business other than the question of the appeal may be conducted;
- (b) the appeal committee must state the grounds for suspending or expelling the Member and the reasons for taking that action; and
- (c) the person whose membership has been suspended or who has been expelled must be given an opportunity to be heard.

7.6.2 After complying with clause 7.6.1, members of the appeal committee present and entitled to vote at the meeting must vote by secret ballot on the question of whether the decision to suspend or expel the person should be upheld or revoked.

7.6.3 A member may not vote by proxy at the meeting.

7.6.4 The decision is upheld if a majority of the persons voting at the meeting vote in favour of the decision.

8 GRIEVANCE PROCEDURE

8.1 Application

8.1.1 The grievance procedure set out in this clause 8 applies to disputes under this Constitution between:

- (a) a Member and another Member;
- (b) a Member and the Board; and
- (c) a Member and the Association.

- 8.1.2 A Member must not initiate a grievance procedure in relation to a matter that is the subject of a disciplinary procedure until the disciplinary procedure has been completed.

8.2 **Parties must attempt to resolve the dispute**

The parties to a dispute must attempt to resolve the dispute between themselves within 14 days of the dispute coming to the attention of each party.

8.3 **Appointment of mediator**

- 8.3.1 If the parties to a dispute are unable to resolve the dispute between themselves within the time required by clause 8.2, the parties must within 10 days:

- (a) notify the Board of the dispute;
- (b) agree to or request the appointment of a mediator; and
- (c) attempt in good faith to settle the dispute by mediation.

- 8.3.2 The mediator must be:

- (a) a person chosen by agreement between the parties; or
- (b) in the absence of agreement:
 - (1) if the dispute is between a Member and another Member — a person appointed by the Board; or
 - (2) if the dispute is between a Member and the Board or the Association — a person registered as a mediator accredited under the National Mediator Accreditation System developed by the Mediator Standards Board Limited ABN 11 145 829 812.

- 8.3.3 Subject to clause 8.3.4, the Board may appoint any person as a mediator.

- 8.3.4 The Board must not appoint a person as a mediator if the person:

- (a) has a personal interest in the dispute; or
- (b) is biased in favour of or against any party.

8.4 **Mediation process**

- 8.4.1 The mediator to the dispute, in conducting the mediation, must:

- (a) give each party every opportunity to be heard;
- (b) allow due consideration by all parties of any written statement submitted by any party; and
- (c) ensure that natural justice is accorded to the parties throughout the mediation process.

- 8.4.2 The mediator must not determine the dispute.

- 8.4.3 Any costs of mediation are to be paid:

- (a) if an agreement as to costs is reached between the parties — in accordance with that agreement; or
- (b) if there is no such agreement — equally by the relevant parties to the mediation.

8.5 **Failure to resolve dispute by mediation**

If the mediation process does not resolve the dispute, the parties may seek to resolve the dispute in accordance with the Act or otherwise at law.

9 **GENERAL MEETINGS**

9.1 **Convening an annual general meeting**

- 9.1.1 The Board must convene an annual general meeting to be held at least once every year. The requirements for convening an annual general meeting may otherwise be set out in the Associations Act or Relevant Laws.
- 9.1.2 The business of an annual general meeting is to:
 - (a) consider the Board's, financial and auditor's report;
 - (b) declare the Director election results;
 - (c) consider any other matter required by the Associations Act or Relevant Laws; and
 - (d) consider any special business, the general nature of which is specified in the notice of meeting.

9.2 **Convening a special general meeting**

- 9.2.1 General meetings other than annual general meetings are called special general meetings.
- 9.2.2 The Board must convene and hold special general meetings of the Members if required by at least 10% of the total number of Members or otherwise in accordance with the Associations Act or Relevant Laws.
- 9.2.3 The Board may convene special general meetings of the Members.
- 9.2.4 The notice of special general meeting must specify the general nature of special business, unless the Associations Act or Relevant Laws require otherwise.

9.3 **Notice of meeting**

- 9.3.1 At least 21 days' notice of any special general meeting or 14 days for any other general meeting must be given specifying the meeting's place, date and time, unless the Associations Act or Relevant Laws require or permit some other period of notice.
- 9.3.2 This clause 9.3.2 does not apply to notices under clause 7.
- 9.3.3 Notice of a general meeting must specify the meeting's format (including if it is a Hybrid Meeting), place, date and time, and include Electronic Voting instructions if applicable.

9.3.4 Notice of every general meeting must be given in writing in accordance with clause 13.6 to:

- (a) every Director;
- (b) every Member entitled to attend who has supplied an address for notices to the Association; and
- (c) the Association's auditor, if any.

9.3.5 No other person is entitled to receive notices of general meetings.

9.3.6 A general meeting and any resolution passed at the meeting is not invalid merely because of:

- (a) the accidental omission to give notice of the meeting; or
- (b) the non-receipt of any such notice.

9.4 **Postponement**

9.4.1 The Board may postpone, relocate or cancel a general meeting which it convened by giving at least 5 days' notice to the Members.

9.4.2 Clause 9.4.1 does not apply to a meeting requisitioned by Members or convened by the Members, by individual Directors under clause 9.2.3 or by court order.

9.5 **Quorum**

9.5.1 A general meeting may not transact business unless a quorum is present when the meeting proceeds to business.

9.5.2 The quorum for general meetings is 10% of voting Members present in person or by Representative.

9.5.3 If a quorum is not present within 30 minutes of the time scheduled to start the general meeting:

- (a) the meeting, if requisitioned by Members, is dissolved; and
- (b) in any other case, the meeting is adjourned to such other place, date and time as the Board determines and notifies to Members (if required to do so by clause 9.4.1).

9.5.4 If a quorum is not present within 30 minutes of the time scheduled to start the adjourned general meeting, the meeting is dissolved.

9.6 **Meeting chair**

9.6.1 The Chair may chair a general meeting.

9.6.2 If the Chair is not present and willing to act the Deputy Chair may chair.

9.6.3 If the Chair and Deputy Chair are not present and willing to act:

- (a) the Directors present may choose one of their number to chair the meeting; and

- (b) if no Director is present, or if all the Directors present decline to chair, the Members present must choose one of their number to chair.

9.6.4 In addition to powers conferred by law, the meeting chair may:

- (a) determine the meeting's conduct and procedures to ensure proper and orderly discussion or debate;
- (b) make rulings without putting a question to the vote, or terminate discussion or debate and require that matter to be put to a vote;
- (c) refuse to allow debate or discussion on any matter which is not ordinary or special business; and
- (d) refuse any person admission to a general meeting (including for causing offence or disruption), or expel the person from the general meeting and not permit them to return.

9.6.5 All procedural decisions by the meeting chair are final.

9.7 **Adjournment**

9.7.1 The meeting chair:

- (a) may, with the consent of any general meeting at which a quorum is present; and
 - (b) must, if so directed by the meeting,
- adjourn the meeting to some other time or place.

9.7.2 The adjourned meeting may only transact unfinished business from the original meeting.

9.7.3 If a meeting is adjourned for 30 days or more, notice of the adjourned meeting must be given as required for the original meeting. It is not otherwise necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.

9.8 **Voting – show of hands / poll**

9.8.1 By default, resolutions at general meetings must be voted on by a show of hands. Voting at a Hybrid Meeting or a wholly virtual meeting will be by ballot, which may occur via Electronic Voting.

9.8.2 In the event of an equality of votes the meeting chair does not have a second or casting vote.

9.8.3 The meeting chair must declare whether resolutions were carried, carried unanimously, carried by particular majority or lost. These voting results must be minuted.

9.8.4 The minutes of the voting results are final without the need to record the number or proportion of, or manner in which votes were cast.

9.8.5 A poll may be demanded by the meeting chair or at least two Members present in person and entitled to vote.

- 9.8.6 A demand for a poll must be made on or before the result being declared, and may be withdrawn.
- 9.8.7 A poll to elect a meeting chair or adjourn the meeting must be taken immediately. Polls must otherwise be taken at that meeting in the manner directed by the meeting chair.
- 9.8.8 The meeting chair must decide all voting disputes, and that decision is final.

9.9 **Proxies**

- 9.9.1 A Member may appoint a proxy to act on the Member's behalf at any general meeting at which that Member may attend and vote.
- 9.9.2 A Member may appoint the meeting chair as their proxy. A proxy must otherwise be a Member.
- 9.9.3 For the instrument appointing a proxy to be valid, it must be:
 - (a) in writing and signed by the appointor;
 - (b) in the form complying with the Associations Act or some other Board approved form; and
 - (c) lodged with the Secretary of the Association at least 48 hours before the time for holding the meeting or adjourned meeting.
- 9.9.4 A vote given according to the proxy instrument is valid despite:
 - (a) the death, or loss of decision making capacity, of the appointor; or
 - (b) revocation of the instrument or of the authority under which the instrument was executed,

if no knowledge in writing of that fact was received by the Association before commencing the meeting or adjourned meeting at which the instrument is used.

9.10 **Meeting format and use of technology**

- 9.10.1 Subject to the Associations Act, a general meeting may be held as a physical meeting in two or more places, as a wholly virtual meeting, or as a Hybrid Meeting, as determined by the Board acting reasonably.
- 9.10.2 Such meetings must be held using any technology approved by the Board that gives Members as a whole a reasonable opportunity to participate.

9.11 **Circular resolution**

- 9.11.1 The Board may if it thinks fit submit any question or resolution to the vote of all Members entitled to a vote at a general meeting by circular resolution, unless the Associations Act or Relevant Laws require a general meeting.
- 9.11.2 The Board may determine in the Regulations:
 - (a) the form of the circular resolution;
 - (b) the polling date;

- (c) the method for responding to the circular resolution; and
- (d) whether voting on the circular resolution is to be by secret ballot.

9.11.3 A resolution approved by a majority or specific majority of the Members has the same force and effect as such a resolution passed in a general meeting.

9.12 **Minutes of general meeting**

- 9.12.1 The Board must ensure that minutes are taken and kept of each general meeting.
- 9.12.2 The minutes must record the business considered at the meeting, any resolution on which a vote is taken and the result of the vote, and any other matters required by the Associations Act.

10 **ASSOCIATES**

10.1 **Admission of Associates**

- 10.1.1 The Board may by resolution invite any individual to be awarded and recognised to be an Associate Member.
- 10.1.2 If the invitation is accepted:
 - (a) the individual concerned is awarded and recognised as an Associate from the date of accepting the invitation; and
 - (b) the name and address of the Associate, and the date of becoming an Associate must be entered in the register of Associates, which is separate to the register of Members.

10.2 **Status of Associates**

Associates:

- 10.2.1 are Members without voting rights;
- 10.2.2 may be invited by the Board to attend any general meeting of the Association and may participate and speak at any general meeting but not vote;
- 10.2.3 may be invited by the Board to attend certain events hosted by the Association which are not open to the general public;
- 10.2.4 have such other rights not inconsistent with clause 5.4.2 and this clause 10 as the Board may determine from time to time; and
- 10.2.5 will cease to be an Associate if so determined by the Board in its absolute discretion, without the need to provide any reasons for doing so.

11 **BOARD**

11.1 **Structure of Board / Number of Directors**

The Board will comprise between 5 and 12 Directors as follows:

- 11.1.1 up to 6 Directors elected by the Members in accordance with clause 11.2 (**Elected Directors**); and

- 11.1.2 up to 6 Directors appointed by the Elected Directors in accordance with clause 11.3 (**Appointed Directors**).

11.2 **Election of Elected Directors**

- 11.2.1 Nominations of candidates for election as a Director must be signed by the candidate and 1 current Director, contain a consent to act as a Director signed by the candidate, and must be received at least 14 days before the annual general meeting.
- 11.2.2 If the number of nominations of candidates for election does not exceed the number of vacancies, those candidates will be declared elected at the annual general meeting. However, where vacancies are for different terms of office, an election must proceed to determine which candidates receive which terms of office.
- 11.2.3 If candidates are not declared elected pursuant to clause 11.2.2, then balloting lists must be printed containing candidate names in alphabetical order and sent to each Member at least 5 days before the annual general meeting.
- 11.2.4 Vacancies (from longest to shortest term of office) will be filled by candidates with the most votes according to the election system previously approved by the Board.
- 11.2.5 The returning officer appointed by the Board must declare the election result at the annual general meeting.

11.3 **Appointment of Appointed Directors**

- 11.3.1 The Board:
- (a) is responsible for conducting a Director selection process;
 - (b) may decide all matters in relation to the conduct of the selection process, subject to this Constitution and the Regulations; and
 - (c) may delegate selection process functions to the Secretary of the Association.
- 11.3.2 The composition of the nominations committee must be determined by the Board and must include at least three members (with two Directors who are not up for re-appointment or re-election. and one independent committee member with prior nomination committee experience who will chair the committee).
- 11.3.3 Without limitation, the Regulations must include the following requirements:
- (a) It must be open to Members and other interested individuals to nominate to become a Director.
 - (b) Notice of the selection process must be given so that individuals have a reasonable opportunity (which must be not less than 21 days) to nominate themselves or some other person to become a Director.
 - (c) The nominations committee may, but is not required to, interview all candidates for becoming a Director.
 - (d) The nominations committee must recommend candidates to be appointed as Directors on the basis of their skills, background and expertise deemed necessary or desirable by the Board (including, without limitation, to complement the existing Directors) for the effective operation of the Board, but is not required to provide reasons for its recommendations.

- (e) The Board may appoint Directors after considering the recommendations from the nominations committee conducting the selection process.
- (f) The Board is not required to provide reasons for its decision to appoint or not appoint Directors.

11.4 **Eligibility to be a Director**

A person is eligible to become a Director if they:

- 11.4.1 in the case of Elected Directors — is a Member;
- 11.4.2 are 18 years of age or older;
- 11.4.3 consents in writing to become a Director;
- 11.4.4 complete the relevant National police check, Working with Children check and any other required suitability assessment;
- 11.4.5 are not prohibited, disqualified or otherwise prevented from being a Director under the Associations Act or Relevant Laws; and
- 11.4.6 are not an employee of the Association.

11.5 **Limits on period of office as a Director**

- 11.5.1 If a Director has served 6 Years or more continuously, then the Director may finish serving their current term of office but does not become eligible to be elected or appointed (whether or not to a casual vacancy).
- 11.5.2 Clause 11.5.1 only applies to service as a Director of the Association from 1 July 2026, service prior to that date will be disregarded.

11.6 **Term of office of Directors**

- 11.6.1 An Elected Director holds office for a term of three Years.
- 11.6.2 Despite clause 11.6.1, the Board may determine prior to an election that one or more Elected Directors terms will be fewer or more Years so that Elected Directors will retire evenly over three Years.
- 11.6.3 An Appointed Director holds office for a term of three Years, unless the Board determines a shorter term at the time of appointment.

11.7 **Casual vacancies**

- 11.7.1 If a casual vacancy occurs for any Elected Director office, the Board may appoint another eligible person in their place until the end of the next annual general meeting. The Members must then elect a person to fill the Elected Director in accordance with clause 11.2. The person elected will serve only for the balance of the term of the original Elected Director.
- 11.7.2 If a casual vacancy occurs for any Appointed Director office, the Board may appoint another eligible person in their place until the end of the next annual general meeting.
- 11.7.3 If the position of Secretary becomes vacant, the Board must appoint a Director or another person to that position within 14 days of the vacancy arising.

11.7.4 The Board may continue to act despite vacancies on the Board. However, if there are less than 3 Directors, the Board may only:

- (a) act in the case of emergencies;
- (b) appoint persons to fill casual vacancies; or
- (c) convene a general meeting.

11.8 **Office bearers**

The Board may elect and remove the following office bearers from the Directors:

11.8.1 Chair;

11.8.2 Deputy Chair; and

11.8.3 such other office bearers with titles determined from time to time by the Board.

11.9 **Resignation of Directors**

11.9.1 A Director may resign as Director by written notice to the Association.

11.9.2 The resignation takes effect when the Association receives the Director's notice or on a later date specified in the notice.

11.10 **Ceasing to be a Director**

11.10.1 The Members may remove any Director in accordance with the Associations Act.

11.10.2 A directorship automatically ceases if the Director:

- (a) is no longer eligible to be a Director under clause 11.4;
- (b) dies or is physically incapable of fulfilling their duties as a Director;
- (c) was but ceases to be a Member;
- (d) becomes disqualified from being a Director pursuant to the Associations Act or Relevant Laws;
- (e) for more than 6 months is absent without Board permission from Board meetings held during that period;
- (f) becomes a bankrupt or makes any arrangement or composition with personal creditors generally; or
- (g) no longer has capacity to give informed consent under laws which provides for the decision-making capacity of an individual; or
- (h) is found guilty by a court of an indictable offence.

11.11 **Director remuneration and reimbursement**

11.11.1 The Directors are not entitled to any fees or remuneration for undertaking the ordinary duties of a Director.

- 11.11.2 Despite clause 3, the Directors may be reimbursed for reasonable travel and other expenses incurred by them when engaged in the Association's business, attending meetings or otherwise in carrying out the duties of a Director where payment does not exceed any amount previously approved by the Board.
- 11.11.3 Despite clause 3, the Directors may be paid for any service rendered to the Association in a professional or technical capacity outside the scope of the Director's ordinary duties where:
- (a) the service and amount payable is on reasonable and proper terms; and
 - (b) the provision of that service has the Board's prior approval.

11.12 **Transition**

Despite anything to the contrary in this Constitution, upon adoption of this Constitution:

- 11.12.1 at the 2026 annual general meeting, 6 Elected Directors will be elected and their terms of office are as follows:
- (a) 2 Elected Directors will serve a term of 3 Years;
 - (b) 2 Elected Directors will serve a term of 2 Years; and
 - (c) 2 Elected Directors will serve a term of 1 Year.

12 **BOARD POWERS**

12.1 **Powers as a body corporate**

Solely to carry out the Purposes, the Association has all the powers of an individual and an incorporated association under the Associations Act and may:

- 12.1.1 exercise any power;
- 12.1.2 take any action; and
- 12.1.3 engage in any conduct or procedure,

which is permitted by the Associations Act.

12.2 **Management vests in Board**

- 12.2.1 The Board is responsible for the governance, business and affairs of the Association. In addition to the specific powers conferred on the Board by this Constitution, the Board may exercise all the Association's powers which are not by the Associations Act, Relevant Laws or this Constitution required to be exercised by the Members in general meeting.
- 12.2.2 The powers under clause 12.2.1 are subject to:
- (a) this Constitution;
 - (b) the Associations Act and Relevant Laws; and
 - (c) such resolution, not being inconsistent with those provisions, as may be passed by the Members in general meeting.

- 12.2.3 A resolution under clause 12.2.2 does not invalidate any prior act of the Board which would have been valid before the resolution was passed or made.

12.3 **General Duties**

- 12.3.1 As soon as practicable after being elected or appointed to the Board, each Director must become familiar with this Constitution, the Associations Act and Relevant Laws.
- 12.3.2 The Board is collectively responsible for ensuring that the Association complies with the Associations Act and Relevant Laws and that individual members of the Board comply with this Constitution.
- 12.3.3 Directors must exercise their powers and discharge their duties with reasonable care and diligence.
- 12.3.4 Directors must exercise their powers and discharge their duties:
- (a) in good faith in the best interests of the Association; and
 - (b) for a proper purpose.
- 12.3.5 Directors and former directors must not make improper use of:
- (a) their position; or
 - (b) information acquired by virtue of holding their position,
- so as to gain an advantage for themselves or any other person or to cause detriment to the Association.

12.4 **Power to delegate**

- 12.4.1 The Board may delegate its powers and functions in writing to:
- (a) an officer or employee of the Association; or
 - (b) a committee under clause 14.
- 12.4.2 The Board may amend or revoke the terms of its delegation at any time.

12.5 **Power to appoint Chief Executive Officer**

- 12.5.1 The Board may appoint a Chief Executive Officer on such terms and conditions as the Board determines from time to time.
- 12.5.2 The Board may remove a Chief Executive Officer for any lawful reason, subject to the Association complying with the terms of any agreement between the Association and the Chief Executive Officer.
- 12.5.3 The Chief Executive Officer is entitled to attend Board meetings and general meetings, if so directed by the Board from time to time.
- 12.5.4 The Chief Executive Officer will have the responsibilities determined by the Board.

12.6 **Power to appoint Secretary of the Association**

- 12.6.1 The Board must appoint at least one Secretary of the Association in accordance with the Associations Act, on such terms and conditions as the Board determines from time to time.
- 12.6.2 Without limitation clause 12.6.1, the Secretary must:
- (a) maintain the register of members in accordance with clause 5.7; and
 - (b) keep custody of the common seal (if any) of the Association, financial records books, documents and securities of the Association in accordance with the Associations Act and Relevant Laws.
- 12.6.3 The Secretary may, but need not, be a Director or the Chief Executive Officer.
- 12.6.4 The Secretary may attend Board meetings and general meetings, if so directed by the Board from time to time.
- 12.6.5 The Secretary will have the responsibilities set out in the Associations Act and Relevant Laws.
- 12.6.6 The Secretary must give the Registrar notice of the Secretary's appointment within 14 days after the appointment.

12.7 **Power to make Regulations**

- 12.7.1 Subject to and consistent with this Constitution, the Board may from time to time make, vary and rescind Regulations in relation to the Association for or with respect to all matters relating to the operation, organisation, management and good governance and advancement of the Association.
- 12.7.2 The Regulations for the time being in force are binding on Members and have full effect accordingly.

13 **BOARD MEETINGS**

Subject to this clause 13, the Board may meet to consider business, adjourn and otherwise regulate its meetings as it thinks fit.

13.1 **Number of meetings**

The Board must meet at least 6 times per year.

13.2 **Convening meetings**

The Secretary of the Association must arrange a Board meeting:

- 13.2.1 at the request of the Chair; or
- 13.2.2 on the requisition of 2 or more Directors.

13.3 **Notice of meeting**

- 13.3.1 At least 7 days' notice of any Board meeting must be given unless the Board decides otherwise or in emergencies.

13.3.2 The notice must specify the business to be transacted. The Board may only transact business of a routine nature unless notice of any other business has been given either in the notice convening the meeting or in some other notice given at least 3 days' before the meeting.

13.3.3 The decision of the meeting chair as to whether business is routine is final.

13.4 **Quorum**

13.4.1 The quorum for a Board meeting is a simple majority of the Directors entitled to attend and vote. A meeting at which a quorum is present may exercise all powers and discretions of the Board.

13.4.2 If a Board meeting is adjourned due to lack of quorum, the Chair must set a further date for the adjourned meeting.

13.5 **Meeting chair**

13.5.1 The Chair may chair a Board meeting.

13.5.2 If the Chair is absent the Deputy Chair may chair.

13.5.3 In the absence of the Chair and the Deputy Chair, the Directors may appoint a meeting chair from among their number.

13.6 **Voting**

13.6.1 Each Director present and entitled to vote at a Board meeting has one vote. Proxy voting and alternate Directors are not permitted.

13.6.2 Questions arising at a Board meeting must be decided by a majority of votes. Such a decision is for all purposes a decision of the Board.

13.6.3 In the event of an equality of votes the meeting chair does not have a second or casting vote.

13.7 **Use of technology**

The Board may hold a meeting in two or more places and conducted in a wholly virtual format or as a Hybrid Meeting if:

13.7.1 all Directors (other than any Director on leave of absence) have access to the technology to be used for the meeting;

13.7.2 those Directors participating by technological means can communicate with all other participating Directors; and

13.7.3 at the commencement of the meeting each Director must announce their presence to all the other Directors taking part in the meeting.

13.8 **Circulating resolutions**

13.8.1 A written resolution signed or approved by technological means by all Directors (other than any Director on leave of absence) is taken to be a decision of the Board passed at a Board meeting convened and held.

13.8.2 The written resolution may consist of:

- (a) several documents in the same form, each signed by one or more Directors and, such a resolution takes effect when the last Director signs such a document; or
- (b) permanent records indicating the identity of each Director, the text of the resolution and the Director's agreement or disagreement to the resolution, as the case may be, and such a resolution takes effect when the last Director indicates their approval.

13.9 Conflicts and personal interests

- 13.9.1 A Director who has a material personal interest in a matter that relates to the Association's affairs must give the other Directors written notice of the interest unless the Associations Act or Relevant Laws require otherwise. Any material personal interest relevant to a Board meeting must be minuted.
- 13.9.2 To the maximum extent required by Law, a Director who has a material personal interest in a matter that is being considered by the Board must not be present while the matter is being considered, nor vote on the matter.
- 13.9.3 This clause 13.9 does not apply to a material personal interest:
 - (a) that exists only because the Director belongs to a class of persons for whose benefit the Association is established; or
 - (b) that the Director has in common with all, or a substantial proportion of, the Members of the Association.
- 13.9.4 The Board must keep a conflict of interest register.
- 13.9.5 The conflict of interest register must record the following:
 - (a) the name and position of the Director who has disclosed a material personal interest;
 - (b) a description of the nature and extent of that interest;
- 13.9.6 a management plan documenting actions required to mitigate the conflict.

13.10 Minutes

- 13.10.1 The Board must ensure that minutes of all proceedings of Board, committee meetings (and meetings of any other Board entity) are recorded in a minute book within one month after the relevant meeting is held.
- 13.10.2 The minutes must be signed by the meeting chair at which the proceedings took place or by the meeting chair of the next succeeding meeting.
- 13.10.3 Minutes entered and signed are prima facie evidence of the proceedings to which they relate.

13.11 Validity of acts / procedural defects

- 13.11.1 A Board act or decision will not be invalid by reason only of a defect or irregularity in connection with the election or appointment of a Director.
- 13.11.2 For entered and signed minutes, unless the contrary is proved:

- (a) the meeting is deemed to have been convened and held;
- (b) all proceedings that are recorded in the minutes as having taken place are deemed to have taken place; and
- (c) all appointments that are recorded in the minutes as having been made are deemed to have been validly made.

14 COMMITTEES

14.1 Board's power to establish committees

The Board may establish committees as follows:

- 14.1.1 a committee will comprise two or more committee members, of which at least one must be a Director;
- 14.1.2 the committee members otherwise need not be a Director or Member;
- 14.1.3 the committee has the purpose set out in its charter approved by the Board, and may undertake the powers and functions delegated to it by the Board; and
- 14.1.4 in the absence of any provision in the committee charter or Regulations, meetings and proceedings of any committee are governed by the provisions of clause 13.

15 ADMINISTRATION

15.1 Change of name

The Members may change the Association's name by special resolution in accordance with the Associations Act. Such a resolution authorises the Board to update all references to the Associations name in this Constitution.

15.2 Amendment of Constitution

- 15.2.1 The Members may amend this Constitution by special resolution in accordance with the Associations Act and Relevant Laws.
- 15.2.2 If the Association is registered under Relevant Laws, a special resolution under clause 15.2.1 (unless it expressly provides otherwise) does not take effect if it would cause the Association to lose any entitlements to registration under Relevant Laws.

15.3 Financial year

The financial year of the Association is each period of 12 months ending on 31st December.

15.4 Source of funds

The funds of the Association may be derived from joining fees, annual subscriptions, donations, goods or services, fundraising activities, grants, interest and any other sources approved by the Board.

15.5 Management of funds

- 15.5.1 The Association must open an account with a financial institution from which all expenditure of the Association is made and into which all of the Association's revenue is deposited.

- 15.5.2 The Board may authorise authorised representatives to expend funds on behalf of the Association (including by electronic funds transfer) up to a specified limit without requiring approval from the Board for each item on which the funds are expended.
- 15.5.3 All cheques, drafts, bills of exchange, promissory notes and other negotiable instruments must be signed by 2 Directors or such other number of authorised representatives as determined by the Board.
- 15.5.4 All funds of the Association must be deposited into the financial account of the Association no later than 5 working days after receipt.

15.6 **Accounts**

The Board must cause:

- 15.6.1 proper accounting and other records to be kept in accordance with the requirements of the Associations Act and Relevant Laws, and
- 15.6.2 financial statements to be made and laid before each annual general meeting as required by the Associations Act and Relevant Laws.

15.7 **Financial statements**

- 15.7.1 For each financial year, the Board must ensure that the requirements under the Associations Act and relevant Laws relating to the financial statements of the Association are met.
- 15.7.2 Without limiting clause 15.7.1, those requirements include:
 - (a) the preparation of the financial statements;
 - (b) if required, the review or auditing of the financial statements;
 - (c) the certification of the financial statements by the Board;
 - (d) the submission of the financial statements to the annual general meeting of the Association; and
 - (e) the lodgement with the Registrar of the financial statements and accompanying reports, certificates, statements and fee.

15.8 **Records and inspection**

- 15.8.1 Members may request to inspect, at a reasonable time and free of charge, any of the following:
 - (a) the register of members;
 - (b) the minutes of general meetings;
 - (c) subject to clause 15.8.2, the financial records, books, securities and any other relevant document of the Association, including minutes of Board meetings.
- 15.8.2 The Board may refuse to permit a member to inspect records of the Association that relate to confidential, personal, employment, commercial or legal matters or

where to do so may be prejudicial to the interests of the Association, including but not limited to Board papers marked confidential.

- 15.8.3 The Board must on request make available, or provide copies of, this Constitution available to members and applicants for membership free of charge.
- 15.8.4 Subject to clause 15.8.2, a member may request a copy of, or make a copy of, any of the other records of the Association referred to in this rule and the Association may charge a reasonable fee for provision of a copy of such a record.
- 15.8.5 Members must not make improper use of the information about a person obtained from the register of members.

15.9 **Service of notices**

- 15.9.1 Notices must be in writing and may be given by the Association to any Member:
 - (a) in person;
 - (b) by sending it by post to the Member at the Member's registered address; or
 - (c) by sending it to the e-mail address or other address supplied for receiving notices.
- 15.9.2 A notice sent by post is deemed to have been given 6 Business Days after it was posted. A notice sent by email is deemed to have been given on the next business day after it was sent.

15.10 **Indemnity of officers**

- 15.10.1 Pursuant to section 87 of the Associations Act, the Association indemnifies current and former Directors (**Indemnified Officer**) out of its assets against any Liability incurred by the Indemnified Officer in or arising out of:
 - (a) the conduct of the Association's affairs or business; or
 - (b) the discharge of the Indemnified Officer's duties.

but only to the extent that:

 - (c) the Indemnified Officer has acted in good faith and is not otherwise entitled or actually indemnified by a third party;
 - (d) the Association is not precluded by Law from doing so;
 - (e) the Liability is not a cost or expense for an unsuccessful application to a Court for relief under the Associations Act, or the defence of civil or criminal proceedings where judgement is given against the Indemnified Officer or in which the Indemnified Officer is not acquitted; and
 - (a) the Liability is not an Excluded Liability.
- 15.10.2 The Association may execute any deed in favour of any Indemnified Officer to confirm the indemnities conferred by clause 15.10.1 in relation to that person.
- 15.10.3 The indemnity provided in clause 15.10.1 does not apply:

- (a) to an Indemnified Officer if that Indemnified Officer has entered into a deed under clause 15.10.2; or
- (b) if a Liability is covered by payment from an insurer or would be covered by payment from an insurer if no indemnity was conferred or applicable.

15.10.4 Nothing in this clause 15.10 restricts or prevents the Association from being dissolved, and, despite section 87 of the Associations Act, the Association's obligations under clause 15.10 are extinguished and terminated:

- (a) immediately prior to the passing of a special resolution of the members to voluntarily wind up or deregister the Association; or
- (b) upon the order of a court to compulsorily wind up the Association.

15.10.5 Clause 15.10.1 applies whether or not any deed is executed under clause 15.10.2.

15.11 Insurance

15.11.1 The Association will pay premiums for directors and officers insurance to insure Indemnified Officers against any Liability incurred by the Indemnified Officer referred to in clause 15.10.

15.11.2 The Association may execute any deed in favour of any Indemnified Officer to take out insurance referred to in clause 15.11.1, on such terms as the Board considers appropriate.

15.12 Seal

15.12.1 The Board will determine whether or not the Association is to have a seal (known as the common seal) and, if so, will provide for the safe custody of such seal.

15.12.2 The seal, if any, of the Association may only be affixed to any instrument with the Board's authority.

15.12.3 The affixing of the seal must be attested by the signatures of persons authorised by the Board for that purpose.

15.13 Authorised signatories

If a document is not executed under seal, it may be executed by the Association by way of:

- 15.13.1 being signed by two members of the Board;
- 15.13.2 being signed by a Director and a nominee of the Board; or
- 15.13.3 such other means as the Board approves or ratifies in writing, from time to time.

15.14 Definitions

In this Constitution:

Accredited Courses means courses identified in Schedule 1 and Schedule 2 of the *Student Assistance (Education Institutions and Courses) Determination 2019* or any subsequent amendments or new determinations made from time to time;

Appointed Director means a Director appointed for the purposes of clause 11.1.2.

Association means the association named in clause 1 of this Constitution.

Associations Act means the *Associations Incorporation Reform Act 2012* (Vic).

Board means the board of Directors of the Association with a quorum to transact business, being the committee of management for the purposes of the Associations Act.

Business Day means a weekday which is not a public holiday in Victoria.

Chair means the Director and office bearer under clause 11.8.1.

Childcare and Early Learning Centre means an approved child care subsidy provider registered with the Commonwealth Government of Australia, Department of Education.

Constitution means this constitution of the Association.

Director means a person for the time being who performs the role of director of the Association, being a committee member for the purposes of the Associations Act.

Deductible Gifts means a tax deductible gift of money or property to the Association or a tax deductible contribution of money or property as described in section 30-15 of the Tax Act in relation to a fundraising event held for the Purposes of the Association.

Deputy Chair means the Director and office bearer under clause 11.8.2.

Elected Director means a Director elected for the purposes of clause 11.1.1.

Electronic Voting means an electronic vote of members (including voting using electronic means, computer-mediated voting and voting via electronic mail) conducted in accordance with this Constitution and the Regulations from time to time.

Excluded Liability means a Liability that is, subject to Law, excluded from indemnification by ordinary resolution of the Directors.

Hybrid Meeting means a meeting held in two or more locations where some or all of the participants' attendance is enabled by audio and video conferencing or similar technology.

Indemnified Officer has the meaning given in clause 15.10.

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

Learn Local Course Provider means a Victorian Government accredited training provider of Learn Local courses.

Liability includes cost, charge, loss, damage, expense or penalty.

Member means a person who is a member of the Association pursuant to clauses 5 and 6 and includes both an Ordinary Member and an Associate Member.

Purposes has the meaning given in clause 2.

Registrar means the Registrar of incorporated associations under the Associations Act.

Regulations means regulations or bylaws made by the Board under clause 12.7.

Relevant Document means any record or other document, however compiled, recorded or stored, that relates to the incorporation and management of the Association and includes a

membership record, a financial statement, a financial record and any other record or document relating to transactions, dealings, business or property of the Association.

Relevant Laws means Laws regulating the registration, reporting or governance obligations of the Association and includes the Tax Act, the *Australian Charities and Not-for-profits Commission Act 2012* (Cth) and the *Charities Act 2013* (Cth).

Representative of a Member means:

- (a) a proxy appointed in accordance with clause 9.9;
- (b) an attorney of the Member, whose instrument of appointment has been provided to the Association;
- (c) a representative appointed by the body corporate Member in accordance with the Associations Act,

and includes a Representative appointed on a standing basis.

RTO means a registered training organisation as defined in the *Student Assistance (Education Institutions and Courses) Determination 2019* (Cth) made for the purposes of the *Student Assistance Act 1973* (Cth).

Secretary or **Secretary of the Association** means the secretary required to be appointed under the Associations Act and appointed under clause 12.6.

Tax Act means the *Income Tax Assessment Act 1997* (Cth) as modified or amended from time to time and includes any regulations made under that Act.

Unacceptable Conduct means conduct of a Member which, in the reasonable opinion of the Board:

- (a) is, has been or will be prejudicial to the Association's interests;
- (b) is conduct which threatens the good order or integrity of the Association;
- (c) is not that of a fit and proper person or a person of good fame and character;
- (d) is conduct which creates conflicts or is contrary to the Association's Purpose, vision or values, or otherwise lacks honesty, integrity, ethics or professionalism;
- (e) is unbecoming of Members; and
- (f) is conduct similar to the above which is set out in the Regulations.

Year, in relation to a Director's term of office, means the period of approximately one calendar year from the end of an annual general meeting until the end of the next annual general meeting.

15.15 Interpretation rules

Unless the contrary intention appears in this Constitution:

- 15.15.1 words importing the singular include the plural, and words importing the plural include the singular;
- 15.15.2 words importing a gender include every other gender;

- 15.15.3 where a word or phrase is given a particular meaning, other parts of speech and grammatical forms of that word or phrase have corresponding meanings;
- 15.15.4 headings and bold text are for convenience only and do not affect its interpretation; and
- 15.15.5 a Member is to be taken to be present at a general meeting if the Member is present in person, or by technology or by Representative.

15.16 Interpretation subject to Relevant Laws

- 15.16.1 This Constitution is to be interpreted subject to Relevant Laws. If there is any inconsistency, Relevant Laws prevail.
- 15.16.2 To the extent that Relevant Laws require this Constitution to include provisions so that the Association can hold a registration or exemption status, those provisions are taken to form part of this Constitution.
- 15.16.3 Subject to the Associations Act, model rules under that Act are excluded.