CONSTITUTION

Date: 25 May 2025

AUSTRALIAN FENCING FEDERATION LIMITED

ACN 161 544 752

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1. DEFINITIONS AND INTERPRETATIONS

1.1 Definitions

In this Constitution unless the context requires otherwise:

Affiliated Member means a sport club or association Registered with a Member State and admitted to the Company under **clause 5.5** and the Policies.

AGM or **Annual General Meeting** means the annual General Meeting of the Company required to be held by the Company in each calendar year under section 250N(2) of the Corporations Act.

Appointed Director means a Director appointed under **clause 13.10**.

Athletes' Director means the person who is nominated by the Athletes' Commission and is appointed as the Athletes' Director by the Board.

Board means the Directors as a group.

Capitated Individual means a person recognised by or affiliated with a Member State and in respect of whom the Company has been paid an annual subscription fee or other amount under **clause 9.1**.

CEO means a person appointed as chief executive officer of the Company by the Directors.

Chairperson or **Chair** means the person elected as the Chair of the Company under **clause 15.7(a)**.

Committee means a committee, commission, or panel established by the Directors under **clause 19**.

Company Secretary means a person appointed as a company secretary of the Company by the Directors under **clause 18**.

Constitution means this Constitution as amended from time to time, and a reference to a particular clause is a reference to a clause of this Constitution.

Corporations Act means the *Corporations Act 2001* (Cth) as modified and amended from time to time and includes any regulations made under that Act and any exemption or modification to that Act applying to the Company.

Director means a director of the Company and includes Elected Directors and Appointed Directors.

Directors means, as the case requires, all or some of the Directors acting together in accordance with their powers and authority under this Constitution.

Elected Director means a Director elected under **clause 13**.

FAR Committee means the Finance, Audit and Risk Committee established by the Directors under **clause 19.4**.

Fencing means the sport of fencing as recognised and regulated by the FIE from time to time and includes the sport of fencing for athletes with disabilities.

FIE means the Federation International d'Escrime.

General Meeting means a general meeting of Members and includes the AGM.

Individual Member means a person admitted to the Company as an individual member under **clause 5.6**.

Life Member means a person admitted to the Company as a life member under **clause 5.4**.

Member means a member of the Company under **clause 5**.

Member State means a legal entity recognised by the Company under **clause 5.3** as representing a State.

Nominations Committee means the Nomination Committee established by the Directors under **clause 19.5**.

Objects means the objects of the Company in **clause 2**.

Official Position means, in connection with any body corporate or organisation, a person who holds a position, whether elected or appointed, as president, vice president, secretary, treasurer, director or equivalent of that body corporate or organisation.

Policy means a policy made under **clauses 7.2** and **20.1(a)**, and where the context permits includes a policy referred to in **clause 20.1(c)**.

Predecessor Entity means the Australian Fencing Federation, Inc.

President means the person so holding that title under **clause 15.7(d)**.

Representative means a person (other than a proxy) appointed in accordance with the Corporations Act to represent a Member State at a General Meeting of the Company.

Secretary General means the Director so appointed to hold this title by the Directors.

Significant Policy means any Policy:

(a) made under clause 7.2 or clause 8.1(b);

(b) referred to in clause 5.3(e);

(c) concerning the nomination for election to the Board, and the election or appointment of Directors; or

(d) of the Company or its Predecessor Entity in place immediately prior to the adoption of this Constitution of the same or substantially similar effect to the Policies referred to in paragraphs (a), (b) or (c) above.

Special Resolution has the same meaning as that given to it in the Corporations Act.

Sporting Power means that power delegated to the Company by the FIE for the exclusive control and management of Fencing in Australia.

State means the States of Australia, which shall be deemed to include each of the Northern Territory and the Australian Capital Territory.

Statutes and Regulations means the statutes and regulations of the FIE in force from time to time.

Strategic Plan means the high level document, developed and adopted by the Board, and ratified by the Company in general meeting articulating the key strategies, objectives and direction of the Company over a four year time horizon, as reviewed, amended and replaced from time to time.

Telecommunication Meeting means a meeting held by telephone, video, any other technology (or any combination of these technologies), which permits each Director at a meeting of Directors or each Voting Member at a meeting of members to communicate with any other participant.

Voting Member means, in relation to a General Meeting, those Members present and entitled to vote.

1.2 Interpretation

In this Constitution unless the context requires otherwise:

(a) a reference to the Company is a reference to The Australian Fencing Federation ACN 161 544 752, a company limited by guarantee;

(b) (**presence of a Member**) a reference to a Member present at a General Meeting means the Member present in person or by proxy or Representative;

(c) (**document**) a reference to a document or instrument includes any amendments made to it from time to time and, unless the contrary intention appears, includes a replacement;

(d) (**gender**) words importing any gender include all other genders;

(e) (**person**) the word person includes a firm, a body corporate, a partnership, a joint venture, an unincorporated body or association or an authority;

(f) (**successors**) a reference to an organisation includes a reference to its successors;

(g) (**singular includes plural**) the singular includes the plural and vice versa;

(h) (**instruments**) a reference to a law includes regulations and instruments made under it;

(i) (**amendments to legislation**) a reference to a law or a provision of a law includes amendments, re-enactments or replacements of that law or the provision, whether by a State or the Commonwealth or otherwise;

(j) (**include**) the words include, includes, including and for example are not to be interpreted as words of limitation;

(k) (**signed**) where, by a provision of this Constitution, a document including a notice is required to be signed, that requirement may be satisfied in relation to an electronic communication of the document in any manner permitted by law or by any State or Commonwealth law relating to

electronic transmissions or in any other manner approved by the Directors; and

(l) (**writing**) writing and written includes printing, typing and other modes of reproducing words in a visible form including, without limitation, any representation of words in a physical document or in an electronic communication or form or otherwise.

1.3 Corporations Act

(a) In this Constitution, unless the context requires otherwise, an expression has, in a provision of this Constitution that deals with a matter dealt with by a particular provision of the Corporations Act, the same meaning as in that provision of the Corporations Act.

(b) The provisions of the Corporations Act that apply as replaceable rules are displaced by this Constitution and accordingly do not apply to the Company.

1.4 Headings

Headings are inserted for convenience and do not affect the interpretation of this Constitution.

2. OBJECTS

The FIE is the sole international sporting authority entitled to make and enforce regulations for the encouragement and control of Fencing. So that the above authority may be exercised in a fair and equitable manner, the FIE has drawn up the Statutes and Regulations governing Fencing.

Each national federation belonging to the FIE (including the Company), shall be presumed to acquiesce in and be bound by the Statutes and Regulations. Subject to such acquiescence and restraint, one single national federation per country shall be recognised by the FIE as the sole international sporting power for the enforcement of the present Statutes and Regulations and control of Fencing in its own country. The Company has been so recognised by the FIE and delegated by the FIE with exercising the Sporting Power for Australia.

The Objects of the Company shall be to:

(a) adopt and exercise the Sporting Power as the national federation for Fencing in Australia and act as the sole Australian affiliated member of the FIE in accordance with the Statutes and Regulations;

(b) conduct, encourage, promote, advance, control and manage all levels of Fencing in Australia interdependently with Members and others;

(c) adopt, formulate, issue, interpret and amend Policies for the control and conduct of Fencing in Australia;

(d) encourage the provision and development of appropriate facilities for participation in Fencing;

(e) maintain and enhance standards, quality and reputation of Fencing for the collective and mutual benefit and interests of members and Fencing;

(f) promote the sport of Fencing for commercial, government and public recognition and benefits;

(g) be the only body entitled to prepare and enter Australian teams in international Fencing competitions;

(h) promote, control, manage and conduct Fencing events, competitions and championships;

(i) have regard to the public interest in its operations; and

(j) undertake other actions or activities necessary, incidental or conducive to advance these Objects.

3. POWERS

Solely for furthering the Objects under **clause 2**, the Company, in addition to the Sporting Power and any other powers it has under the Corporations Act, has the legal capacity and powers of a company limited by guarantee as set out under section 124 of the Corporations Act and to do such things as are incidental or conducive to the attainment of the Objects of the Company.

4. INCOME AND PROPERTY OF COMPANY

4.1 Sole Purpose

The income and property of the Company will only be applied towards the promotion of the Objects of the Company.

4.2 Payments to Members

No income or property will be paid or transferred directly or indirectly to any Member except for payments to a Member:

(a) in return for any services rendered or goods supplied, or in the ordinary and usual course of business to the Company; or

(b) of interest at a rate not exceeding current bank overdraft rates of interest for moneys lent; or

(c) of reasonable rent for premises let to the Company by them; or

(d) in accordance with **clause 13.11** or **clause 13.12**.

5. MEMBERSHIP

5.1 Categories of Members

Members of the Company shall fall into one of the following categories:

(a) Member States;

(b) Life Members;

(c) Affiliate Members;

(d) Individual Members; or

(e) Such other category of Member as may be created by the Board. Any category of Member created by the Board under this **clause 5.1(e)** may not be granted voting rights.

5.2 Admission of Members

(a) A person will become a Member, and the Directors will direct the Comp any Secretary to record their name in the register of Members kept by the Company, only upon meeting the criteria applicable to the relevant category of membership set out in this Constitution and provided the person has submitted an application, which is accepted in accordance with **clause 5.2(b)**, in which the person undertakes to:

(i) be bound by this Constitution, the Statutes and Regulations and the Policies (including Policies specific to the relevant category of Membership);

(ii) pay the fees and subscriptions determined to apply to the Member under **clause 9**; and

(iii) support the Company in the encouragement and promotion of its Objects.

(b) An application for membership by a person:

(i) for membership as a Member State or as a Life Member may only be accepted by a Special Resolution; and

(ii) for any other category of membership may be accepted by a resolution of the Directors.

5.3 Member States

(a) The Company will recognise only one entity in each State as the controlling body responsible for ensuring the efficient administration of Fencing in the whole of that State in accordance with the Objects. Member States must be legal entities.

(b) Unless otherwise determined by the Company and subject always to **clause 5.2**, at the time of adoption of this Constitution, the first Member States of the Company will be those entities which are recognised by the Predecessor Entity as the recognised controlling body for Fencing in their respective State immediately prior to the adoption of this Constitution.

(c) Each Member State will:

(i) have objects that align with those of the Company as stated in **clause 2** and use reasonable efforts to facilitate the achievement by the Company of its Objects, having regard to any legislation applicable to that Member State;

(ii) effectively promulgate the Company's strategic plan as revised from time to time;

(iii) provide the Company with copies of its accounts (audited where required by law), annual report and associated documents immediately following its Annual General Meeting;

(iv) provide the Company with copies of its business plans and budgets from time to time and within 14 days of request by the Directors;

(v) be bound by and promulgate this Constitution and the Policies and the Statutes and Regulations;

(vi) act in good faith to maintain and enhance the standards, quality and reputation of the Company for the collective and mutual benefit of the Members and Fencing;

(vii) at all times operate with and promote mutual trust and confidence between the Company and the Members, promoting the economic and sporting success, strength and stability of each other and work cooperatively with each other in the pursuit of the Objects;

(viii) maintain a database of all clubs, officials and members registered or affiliated with it in accordance with the Policies and provide a copy to the Company upon request from time to time by the Directors in such means as may be required;

(ix) not do or permit to be done any act or thing which might adversely affect or derogate from the standards, quality and reputation of Fencing and its maintenance and development; and

(x) advise the Company as soon as practicable of any serious administrative, operational or financial difficulties, assist the Company in investigating those issues and cooperate with the Company in addressing those issues.

(d) Constitutions of Member States

(i) Each Member State shall take all steps necessary to ensure its constituent documents conform, and amendments conform, with this Constitution and the Policies, subject to any prohibition or inconsistency in any legislation applicable to that Member State.

(ii) The constituent documents and any proposed amendments to the constituent documents of each Member State shall be subject to the approval of the Company.

(iii) It shall be the duty of the Company to approve, without delay, such constituent documents and proposed amendments to constituent documents as may be submitted by the Member States provided that the said constituent documents and proposed amendments conform with this Constitution or the Policies (as the case may be).

(iv) If the constituent documents do not conform with this Constitution or the Policies, the relevant Member State shall, without delay, take all steps necessary to address the inconsistency so that those documents conform with this Constitution and the Policies.

(v) For the avoidance of doubt, if any inconsistency remains between the constituent documents of a Member State and this Constitution or the Policies, this Constitution and the Policies shall prevail to th e extent of that inconsistency.

(vi) The constituent documents of a Member State must require the Member State to:

(A) advise the Company as soon as practicable of any serious administrative, operational or financial difficulties the Member State is having;

(B) assist the Company in investigating those issues; and

(C) cooperate with the Company in addressing those issues.

(e) The Board may develop and implement Policies which may set out:

(i) the membership criteria to be met by Member States; and

(ii) the privileges and benefits of Member State membership which will include the right to receive notice of and attend, and the right to vote at, General Meetings.

5.4 Life Members

(a) Life Membership is the highest honour that can be bestowed by the Company for longstanding and valued service to Fencing in Australia.

(b) Any Member may forward a proposed nomination to the Directors for its consideration.

(c) On the nomination of the Directors, any individual may be elected as a Life Member at any AGM by Special Resolution, subject to that individual completing an application in accordance with **clause 5.2**.

(d) Nominations for Life Membership shall include a written report outlining the history of services of any nominee, together with comments on the suitability of the honour.

(e) The Policies will set out:

(i) the categories of Life Membership which exist;

(ii) the criteria to be met by each category of Life Member; and

(iii) the privileges and benefits of each category of Life Member which shall include the right to receive notice of and attend, but not the right to vote at, General Meetings.

(f) A person may be posthumously recognised as a Life Member.

(g) Subject to **clause 5.2**, at the time of adoption of this Constitution, the first Life Members of the Company will be those persons who are recognised as Life Members by the Predecessor Entity immediately prior to the adoption of this Constitution.

5.5 Affiliate Members

(a) Only a legal entity may become an Affiliate Member.

(b) In order to become an Affiliate Member, a legal entity must submit an application accompanied by an up-to-date copy of that legal entity's constituent documents.

(c) Affiliate Membership may be granted by the Directors in respect of an application made under **clause 5.5(b)** on such terms and conditions as the Directors may see fit.

(d) Affiliate Membership may be suspended or cancelled by the Directors provided that the Directors comply with the procedure set out in the relevant Policy.

(e) The Policies will set out:

(i) the categories of Affiliate Membership which exist;

(ii) the criteria to be met by each category of Affiliate Member;

(iii) the privileges and benefits of each category of Affiliate Member which shall not include the right to receive notice of, attend or to vote at, General Meetings; and

(iv) the procedure for suspending or cancelling Affiliate Membership.

(f) Subject to **clause 5.2**, at the time of adoption of this Constitution, the first Affiliate Members of the Company shall be those persons recorded in the minutes of the relevant meeting.

5.6 Individual Members

(a) No individual shall be registered with the Company as an Individual Member except in accordance with this **clause 5.6**. The Directors may in their discretion refuse to accept a person as an Individual Member and shall not be required or compelled to provide any reason for such rejection.

(b) Subject to **clause 5.6(a)**, an individual may apply to become an Individual Member of the Company and is subject to the provisions of this Constitution.

(c) In addition to the effect of membership set out in **clause 5.2**, an Individual Member must comply with this Constitution and the Policies and support the Company and the Objects.

(d) An Individual Member is entitled to any benefits of membership prescribed to apply to Individual Members in the Policies but, in any event, shall not be entitled to receive notice of, attend or vote at, General Meetings.

5.7 General

(a) The Company must keep a register of all Members in accordance with the Corporations Act.

(b) No Member whose membership ceases has any claim against the Company or the Directors for damages or otherwise arising from cessation or termination of membership.

(c) Membership is personal to each Member. No Member shall, or purport to, assign the rights comprising or associated with membership to any other person and any attempt to do so shall be void.

(d) A Member must not act in a manner unbecoming of a Member or prejudicial to the Objects and interests of the Company or Fencing, or both.

5.8 Limited Liability

Members have no liability in that capacity except as set out in **clause 25**.

6. CESSATION OF MEMBERSHIP

6.1 Cessation

A person ceases to be a Member on:

(a) resignation;

(b) death;

(c) the termination of their membership according to this Constitution or the Policies;

(d) a body corporate being dissolved or otherwise ceasing to exist; or

(e) without limiting the foregoing:

(i) in the case of Members who are not Member States, that Member no longer meeting the requirements for membership according to **clause 5**; and

(ii) in the case of Members who are Member States, that Member ceasing to be a Member in accordance with **clause 8**.

6.2 Resignation

For the purposes of **clause 6.1(a)**, a Member may resign as a member of the Company by giving 14 days written notice to the Directors. Where a Member State seeks to resign as a member of the Company the written notice must be accompanied by a copy of the resolution passed by the Member State's members resolving that the Member State resign from the Company.

6.3 Forfeiture of Rights

A Member who or which ceases to be a Member shall forfeit all right in and claim upon the Company or the Directors for damages or otherwise, or claim upon its property including its intellectual property rights.

7. GRIEVANCES AND DISCIPLINE OF MEMBERS

7.1 Jurisdiction

All Members will be subject to, and submit unreservedly to, the jurisdiction, procedures, penalties and appeal mechanisms of the Company whether under the Policies or under this Constitution.

7.2 Policies

(a) The Directors may make a Policy or Policies:

(i) for the hearing and determination of:

(A) grievances by any Member who feels aggrieved by a decision or action of the Company (or a Member State or Affiliated Member); and

(B) disputes between Members relating to the conduct or administration of Fencing;

(ii) for the discipline of Members;

(iii) for the formation and administration of an Appeals Tribunal which must be independent of any party before it on the matter which is the subject of the appeal in question; and

(iv) for the termination or suspension of Members (except in respect of Member States).

(b) The Directors in their sole discretion may refer an allegation (which in the opinion of the Directors is not vexatious, trifling or frivolous) by a complainant (including a Director or a Member) that a Member has:

(i) breached, failed, refused or neglected to comply with a provision of this Constitution, the Policies or any other resolution or determination of the Directors or any duly authorised committee; or

(ii) acted in a manner unbecoming of a Member or prejudicial to the Objects and interests of the Company or Fencing, or both; or

(iii) prejudiced the Company or Fencing or brought the Company or Fencing or themself into disrepute,

for investigation or determination by the persons referred to, and in accordance with the procedures set down, in the Policies or, in the absence of an appropriate Policy, by such other persons and/or procedures as the Directors consider appropriate.

(c) If, following the referral of an allegation under **clause 7.2(b)**, the Member is found to have engaged in conduct of the kind referred to in **clause 7.2(b)**, the Member may (subject to any rights of appeal provided for in the Policies) be disciplined or sanctioned in accordance with the relevant Policy or Policies, or in the absence of an appropriate Policy, as determined by the Directors. This **clause 7.2(c)** does not apply to the suspension or termination of a Member State's membership, which may only occur in accordance with **clause 8**.

(d) During investigatory or disciplinary proceedings under this **clause 7**, a respondent may not participate in Fencing, pending the determination of such proceedings (including any available appeal) if the Directors decide that continued participation is not appropriate having regard to the matter at hand.

(e) The Directors may include in any Policy or Policies a final right of appeal to an independent body outside the control of Fencing.

8. TERMINATION OR SUSPENSION OF MEMBERSHIP OF MEMBER STATE

8.1 Recommendation by Directors

(a) If, following a referral by the Directors under **clause 7.2(b)**, it is determined that a Member State has acted in a manner set out, or engaged in conduct referred to, in **clause 7.2(b)**, the Directors may recommend that the membership of the Member State be terminated or suspended in accordance with the procedure set out in this **clause 8**.

(b) The Directors may make a Policy or Policies dealing with the termination and suspension of a Member State's membership. Any such Policy is not effective until it is approved and adopted by a resolution of the Voting Members.

8.2 Termination or Suspension of Membership of Member States

(a) No recommendation can be made by the Directors under this **clause 8** unless all avenues of appeal available to the relevant Member State under the Policies have been exhausted.

(b) Subject to compliance with **clause 8.2(a)** (and any applicable Policies), the Directors may recommend to a General Meeting to terminate or suspend the membership of a Member State.

(c) Upon recommendation from the Directors under **clause 8.2(b)**, a General Meeting may, by Special Resolution, terminate or suspend the membership of a Member State.

(d) Where the membership of a Member State is terminated in accordance with this **clause 8.2**:

(i) the Directors may recommend to the General Meeting that the Company admit another body, which meets the requirements in **clause 5.3(a)**, as the Member State to represent the relevant State; and

(ii) the General Meeting may, by Special Resolution, admit the recommended body as the Member State to represent the relevant State, subject to **clause 5.2**.

9. FEES AND SUBSCRIPTIONS

9.1 Membership Fee

(a) The Directors must determine from time to time:

(i) the amount (if any) payable by an applicant for membership;

(ii) the amount of the annual subscription fee payable by each Member, or any category of Members;

(iii) any other amount to be paid by each Member, or any category of Members, whether of a recurrent or any other nature; and

(iv) the payment method and the due date for payment.

(b) Each Member must pay to the Company the amounts determined under this **clause 9** in accordance with **clause 9.1(a)(iv)**.

9.2 Non-Payment of Fees

Subject to **clause 5.3(a)**, the right of a Member to attend and vote at a General Meeting is suspended while the payment of any subscription or other amount determined under **clause 9** is in arrears greater than 90 days.

9.3 Deferral or reduction of subscriptions

(a) The Directors may defer the obligations of a Member to pay a subscription or other amount, or reduce (including to zero) the subscription or other amount payable by a Member, if the Directors are satisfied that:

(i) there are reasonable grounds for doing so;

(ii) the Company will not be materially disadvantaged as a result; and

(iii) the Member agrees to pay the deferred or (if greater than zero) the reduced subscription or other amount within a time fixed by the Directors.

(b) If the Directors defer or reduce a subscription or other amount payable by a Member under this **clause 9.3**, that Member will retain their rights to attend and vote at a General Meeting, unless otherwise specified by the Directors.

10. GENERAL MEETINGS

10.1 Annual General Meeting

AGMs of the Company are to be held:

(a) according to the Corporations Act; and

(b) at a date and venue determined by the Directors.

10.2 Power to convene General Meeting

(a) The Directors may convene a General Meeting when they think fit and must do so if required by the Corporations Act.

(b) The Voting Members may convene a General Meeting, or request the Directors convene a General Meeting, when permitted by, and in accordance with the requirements under, the Corporations Act.

10.3 Notice of a General Meeting

(a) Notice of a General Meeting of Members must be given:

(i) to all Members entitled to attend the General Meeting, the Directors, and the auditor (if any) of the Company; and

(ii) in accordance with **clause 23** and the Corporations Act.

(b) At least 45 days prior to the proposed date of the AGM, the Company Secretary will request from Voting Members notices of motions, which must be received no less than 28 days prior to the AGM.

(c) At least 21 days' notice of the time and place of a General Meeting must be given, together with:

(i) all information required to be included in accordance with the Corporations Act;

(ii) in the case of a proposed Special Resolution, the intention to propose the Special Resolution and the terms of the proposed Special Resolution;

(iii) where applicable, any notice of motion received from any Voting Member or Director in accordance with the Corporations Act; and

(iv) where applicable, a list of all nominations received for positions to be elected at the relevant General Meeting.

10.4 No other business

No business other than that stated in the notice of meeting may be transacted at a General Meeting.

10.5 Cancellation or postponement of General Meeting

(a) Where a General Meeting (including an AGM) is convened by the Directors they may, if they think fit but subject to **clause 10.5(b)**, cancel the meeting or postpone the meeting to a date and time they determine. This clause does not apply to a General Meeting convened by:

(i) Voting Members according to the Corporations Act;

(ii) the Directors at the request of Voting Members; or

(iii) a court.

(b) The Directors may not postpone or cancel a General Meeting if to do so would cause the Company to be in breach of, or to commit an offence under, the Corporations Act.

10.6 Written notice of cancellation or postponement of General Meeting

Notice of the cancellation or postponement of a General Meeting must state the reasons for doing so and be given to:

(a) each Member entitled to attend the General Meeting; and

(b) each other person entitled to notice of a General Meeting under the Corporations Act.

10.7 Contents of notice postponing General Meeting

A notice postponing a General Meeting must specify:

(a) the new date and time for the meeting, which must be a date and time that ensures that the Company does not breach, or commit an offence under, the Corporations Act;

(b) the place where the meeting is to be held, which may be either the same as or different to the place specified in the notice originally convening the meeting; and

(c) if the meeting is to be held in two or more places, the technology that will be used to hold the meeting in that manner.

10.8 Number of clear days for postponement of General Meeting

The number of clear days from the giving of a notice postponing a General Meeting to the date specified in that notice for the postponed meeting must not be less than the number of clear days' notice of that General Meeting required to be given by **clause 11.8** or the Corporations Act, unless **clause 10.7(a)** requires shorter notice to be given.

10.9 Business at postponed General Meeting

The only business that may be transacted at a postponed General Meeting is the business specified in the notice originally convening the meeting.

10.10 Representative, proxy or attorney at postponed General Meeting

Where:

(a) by the terms of an instrument appointing a Representative, proxy or attorney that appointed person is authorised to attend and vote at a General Meeting on behalf of the appointing Member to be held on a specified date or at a General Meeting or General Meetings to be held on or before a specified date; and

(b) the date for the meeting is postponed to a date later than the date specified in the instrument,

then that later date is substituted for the date specified in the instrument appointing that appointed person, unless the appointing Member notifies the Company in writing to the contrary at least 48 hours before the time at which the postponed meeting is to be held.

10.11 Non-receipt of notice

The non-receipt of a notice convening, cancelling or postponing a General Meeting by, or the accidental omission to give a notice of that kind to, a person entitled to receive it, does not invalidate any resolution passed at the General Meeting or at a postponed meeting or the cancellation or postponement of the meeting.

10.12 Right to appoint representative

(a) In accordance with the Corporations Act, each Voting Member is entitled to appoint an individual as their Representative to attend General Meetings, provided that the Voting Member has not appointed a proxy under **clause 10.13**, and to exercise the powers of the Voting Member in relation to resolutions to be passed without meetings.

(b) A Voting Member may appoint more than one Representative but only one Representative may exercise the Voting Member's powers at any one time.

(c) In addition to each Voting Member's appointed Representative, each Voting Member shall be entitled to appoint one further representative to attend meetings on their behalf but not vote.

10.13 Right to appoint proxy

(a) A Voting Member entitled to attend a General Meeting of the Company is entitled to appoint a person as their proxy to attend the meeting in their place in accordance with the Corporations Act.

(b) A proxy may be revoked by the appointing Member at any time by notice in writing to the Company.

10.14 Form of proxy

The instrument appointing a proxy may be in form determined by the Directors from time to time provided it complies with the requirements under the Corporations Act.

10.15 Attorney of Member

A Member may appoint an attorney to act on the Member's behalf at all or any meetings of the Company.

10.16 Lodgement of proxy or attorney documents

(a) A proxy or Attorney may vote at a General Meeting or adjourned or postponed meeting (as the case may be) only if the instrument appointing the proxy or attorney, and the original or a certified copy of the power of attorney or other authority (if any) under which the instrument is signed, are received by the Company:

(i) at the office, the facsimile number at the office or at such other place, facsimile number or electronic address specified for that purpose in the notice of meeting; and

(ii) at least 48 hours before the scheduled commencement time for the meeting or adjourned or postponed meeting (as the case may be) at which the person named in the instrument proposes to vote. The scheduled commencement time is as specified in the notice of meeting.

(b) An undated proxy is taken to be dated on the day that it is received by the Company.

10.17 Authority given by appointment

(a) Unless the terms of the appointment specify to the contrary, an appointment by a Voting Member confers authority on a proxy, attorney or Representative:

(i) to agree to a General Meeting being convened by shorter notice than is required by the Corporations Act or by this Constitution;

(ii) to speak to any proposed resolution; and

(iii) to demand or join in demanding a poll on any resolution.

(b) Unless the terms of the appointment specify to the contrary, even if the instrument of appointment refers to specific resolutions and directs the proxy, attorney or Representative on how to vote on those resolutions, the appointment is taken to confer authority:

(i) to vote on any amendment moved to the proposed resolutions and on any motion that the proposed resolutions not be put or any similar motion;

(ii) to vote on any procedural motion; and

(iii) to act generally at the meeting.

(c) Unless the terms of the appointment specify to the contrary, if the instrument of appointment refers to a specific meeting to be held at a specified time or venue and the meeting is postponed or adjourned or changed to another venue, then the appointment confers authority to attend and vote:

(i) at the postponed or adjourned meeting; or

(ii) at the new venue.

(d) An appointment of a proxy may be a standing proxy — that is, the appointment under the proxy remains valid until it is revoked by the Voting Member that made the appointment.

(e) The instrument appointing a proxy may provide for the Chairperson to act as proxy in the absence of any other appointment or if the person or persons nominated fails or fail to attend the meeting.

(f) The instrument appointing a proxy may direct the manner in which the proxy is to vote in respect of a particular resolution.

(g) If a proxy is appointed to vote on a particular resolution by more than one Voting Member and the instruments appointing the proxy direct the proxy to vote on the resolution in different ways, then on a show of hands taken on the resolution, the proxy must vote according to each individual instrument of appointment.

11. PROCEEDINGS AT GENERAL MEETING

11.1 Number for a quorum

The number of Voting Members who must be present and eligible to vote for a quorum to exist at a General Meeting is:

(a) Five, where the number of Voting Members is more than eight;

(b) Four, where the number of Voting Members is seven or eight;

(c) Three, where the number of Voting Members is six or less.

11.2 Requirement for a quorum

An item of business may not be transacted at a General Meeting unless a quorum is present at the commencement of, and remains throughout, the General Meeting.

11.3 Quorum and time

If, within 30 minutes after the time appointed for a General Meeting, a quorum is not present, the meeting:

(a) if convened by, or on requisition of, Voting Members, is dissolved; and

(b) in any other case stands adjourned to such other day, time and place as the Chair determines.

11.4 Adjourned meeting

If a quorum is not present within 30 minutes after the time appointed for the adjourned meeting, those members then present shall constitute a quorum.

11.5 Chairperson to pre side over General Meetings

(a) The Chairperson is entitled to preside as Chair at General Meetings.

(b) If a General Meeting is convened and there is no Chair, or the Chair is not present within 15 minutes after the time appointed for the meeting, or is unable or unwilling to act, the following may preside as Chair (in order of entitlement):

(i) a Director (or other person) chosen by a majority of the Directors present;

(ii) the only Director present; or

(iii) a Representative of a Voting Member who is entitled to vote and is chosen by a majority of the Voting Members present.

11.6 Conduct of General Meetings

(a) The Chair:

(i) has charge of the general conduct of the meeting and of the procedures to be adopted;

(ii) may require the adoption of any procedure which in his or her opinion is necessary or desirable for proper and orderly debate or discussion or the proper and orderly casting or recording of votes; and

(iii) may, having regard where necessary to the Corporation's Act, terminate discussion or debate on any matter whenever he considers

(b) A decision by the Chair under this **clause 11.6** is final.

11.7 Adjournment of General Meeting

(a) The Chair may, with the consent of any meeting at which a quorum is present, and must if so directed by the meeting, adjourn the meeting or any business, motion, question, resolution, debate or discussion being considered or remaining to be considered by the meeting.

(b) The adjournment may be either to a later time at the same meeting or to an adjourned meeting at any time and place agreed by vote of the members present.

(c) Only unfinished business is to be transacted at a meeting resumed after an adjournment.

11.8 Notice of adjourned meeting

(a) It is not necessary to give any notice of an adjournment or of the business to be transacted at any adjourned meeting unless a meeting is adjourned for 30 days or more.

(b) In that case, at least the same period of notice as was originally required for the meeting must be given for the adjourned meeting.

11.9 Questions decided by majority

Subject to the requirements of the Corporations Act and except in the case of a Special Resolution, a resolution is carried if a simple majority of the votes cast on the resolution are in favour of it.

11.10 Equality of votes

Where an equal number of votes are cast in favour of and against the resolution, the resolution is not carried.

11.11 Declaration of results

(a) At any General Meeting a resolution put to the vote of the meeting must be decided on a show of hands unless a poll is properly demanded and the demand is not withdrawn.

(b) A declaration by the Chair that a resolution has on a show of hands been carried or carried unanimously, or by a particular majority, or lost, and an entry to that effect in the minutes of the meetings of the Company, is conclusive evidence of the fact.

(c) Neither the Chair nor the minutes need state, and it is not necessary to prove, the number or proportion of the votes recorded for or against the resolution.

11.12 Poll

(a) If a poll is properly demanded in accordance with the Corporations Act or by the Chair of the meeting, it must be taken in the manner and at the date and time directed by the Chair, and the result of the poll is the resolution of the meeting at which the poll was demanded.

(b) A poll demanded on the election of a Chair or on a question of adjournment must be taken immediately.

(c) A demand for a poll may be withdrawn.

(d) A demand for a poll does not prevent the General Meeting continuing f or the transaction of any business other than the question on which the poll was demanded.

11.13 Objection to voting qualification

(a) An objection to the right of a person to attend or vote at a General Meeting (including an adjourned meeting):

(i) may not be raised except at that meeting; and

(ii) must be referred to the Chair, whose decision is final.

(b) A vote not disallowed under the objection is valid for all purposes.

11.14 Chair to determine any poll dispute

If there is a dispute about the admission or rejection of a vote, the Chair must decide it and the Chair's decision made is final.

12. VOTES OF MEMBERS

12.1 Votes of Members

(a) At a General Meeting, on a show of hands and on a poll, each of the Voting Members shall have the votes set out in this **clause 12.1**.

(b) Each Member State will receive one vote, subject to **clause 20.3**.

(c) No Member other than Member States shall be entitled to vote at General Meetings.

12.2 Election of Directors

(a) Elections for Elected Directors shall be by exhaustive ballot in accordance with the relevant Policy at the relevant General Meeting on papers prepared by the Chair.

(b) The ballot for an election to fill one or more Elected Director positions will be conducted in accordance with the following procedure:

(i) if necessary, a vote will be undertaken to confirm the eligibility of nominees under **clause 13.3(g)** or **clause 13.8(e)**;

(ii) if at the close of nominations for an election to fill one or more Elected Director positions the number of eligible nominees is equal to or less than the number of positions to be filled, then a ballot will be conducted in accordance with the relevant Policy; and

(iii) if at the close of nominations for an election to fill one or more Elected Director positions, and subject to **clause 12.2(b)(i)**, there are more eligible nominees than the number of positions to be filled, an exhaustive ballot will be conducted in accordance with the relevant Policy.

12.3 Resolutions not in General Meeting

(a) If all Members entitled to vote sign a document containing a statement that they are in favour of a resolution in terms set out in the document, a resolution in those terms is deemed to have been passed at a General Meeting of the Company held at the time on which the document was signed by the last Member entitled to vote.

(b) For the purposes of **clause 12.3(a)**, two or more separate documents containing statements in identical terms, each of which is signed by one or more Members entitled to vote, are deemed together to constitute one document containing a statement in those terms signed by those Members on the respective days on which they signed the separate documents.

(c) A facsimile transmission or other form of visible or other electronic communication purported to be signed by a Member for the purpose of this clause is deemed to be a document in writing signed by that Member.

13. DIRECTORS

13.1 Number of Directors

(a) There must be not less than four Directors and not more than eight Directors.

(b) Subject to **clause 13.1(a)** and **clause 13.2(a)**, not more than four Directors are to be elected by the Members (Elected Directors), and not more than four Directors are to be appointed under **clause 13.10**.

13.2 Transitional Provisions

(a) At the AGM to be held in 2025, three Elected Directors will retire from office and an election will be held to elect three Elected Directors. Notwithstanding **clause 13.5**, of the three Elected Directors elected at the 2025 AGM:

(i) the two first-elected individuals will hold office each for a term of four years, expiring at the conclusion of the 2029 AGM; and

(ii) the third-elected individual will hold office for a term of two years, expiring at the conclusion of the 2027 AGM.

(b) At he AGM to be held in 2027, the longest serving Elected Director and the Elected Director referred to in **clause 13.2(a)(ii)** will retire from office and an election will be held to elect two Elected Directors.

13.3 Eligibility

(a) For the period from the date of this Constitution, subject to **clause 13.3(f)** and **clause 13.3(g)**, a person who:

(i) is an employee of the Company, a Member State or an Affiliated Member; or

(ii) holds an Official Position with a Member State or an Affiliated Member; or

(iii) has, directly or indirectly a material:

(A) ownership or financial interest in; or

(B) business (such as a supplier of goods or services or as a customer) or contractual relationship with, the Company, a Member State or an Affiliated Member, such that the interest or relationship is likely to interfere, or might reasonably be seen as likely to interfere, with the person's capacity to bring an independent judgement to bear on issues before the Board and to act in the best interests of the Company and its Members generally;

(iv) was a Director of the Company and **clause 13.8** applies; or

(v) was CEO of the Company at any time within the period beginning four years prior to the date of their proposed appointment or election as a Director,

(each a **disqualifying position**) may not hold office as a Director.

(b) A Director who holds or accepts a disqualifying position must immediately notify the other Directors of that fact and is deemed to have vacated office as a Director on that date which is two calendar months after accepting that position unless, before that time, the Director:

(i) resigns from the disqualifying position and provides evidence satisfactory to the other Directors of the resignation; or

(ii) is deemed exempt from disqualification by Special Resolution under **clause 13.3(g)**.

(c) A person cannot be elected or appointed as a Director if they hold a disqualifying position unless they have been deemed exempt from disqualification by Special Resolution under **clause 13.3(g)**.

(d) A person is eligible to stand for an Elected Director position if, during the proposed term of office, they would reach their maximum consecutive year limit under **clause 13.8**, at which point in time **clause 13.14(d)** would apply.

(e) The Board may determine position or role descriptions or necessary qualifications for Director positions.

(f) The Board and Nominations Committee must use reasonable endeavours to ensure gender balance of Directors and that the gender composition of Directors is in accordance with any equity policy adopted by the Board.

13.4 Nomination for election

(a) At least 45 days prior to the proposed date of the Annual General Meeting at which a resolution or resolutions will be proposed to fill a vacancy in an Elected Director position, the Company Secretary will request from Member States nominations (which comply with this **clause 13.4**) for elections to positions falling vacant, which must be received no less than 28 days prior to the AGM.

(b) Any Member State may nominate a person to fill a vacancy in an Elected Director position that is to be the subject of an election at the next AGM.

(c) A nomination must:

(i) be in the form required by the Directors; and

(ii) be signed by the nominator and nominee; and

(iii) if the nominee holds a disqualifying position, include information in relation to the disqualifying position to enable the Voting Members to make a fully informed decision on how to vote on the proposed Special Resolution under **clause 13.3(g)** that the nominee be deemed exempt from disqualification.

13.5 Term of office of Directors generally

Subject to **clauses 13.2**, **13.8** and **13.9**, an Elected Director will hold office for a term of four years.

13.6 Office held until end of meeting

A retiring Elected Director holds office until the end of the meeting at which that Elected Director retires but, subject to the requirement of this Constitution, including **clause 13.8**, is eligible for re-election.

13.7 Elected Director elected at General Meeting

(a) At a General Meeting:

(i) at which an Elected Director retires; or

(ii) at the commencement of which there is a vacancy in the office of an Elected Director,

there will be a vote of the Voting Members conducted in accordance with **clause 12.2** to fill the vacancy by electing someone to that office.

(b) Subject to **clauses 13.8** and **13.13**, an Elected Director elected under this **clause 13.7** takes office at the end of the meeting at which they are elected for a period of four years.

13.8 Maximum term of office for Directors

(a) A Director must not serve more than 10 consecutive years as a Director, including where one or more of the years is as an Appointed Director.

(b) For the purpose of **clause 13.8(a)**, where service:

(i) by a person as a Director under this Constitution is for a period less than four years:

(A) if the service is less than one year, it will be treated as one full year;

(B) if the service is between one year and two years, it will be treated as two full years;

(C) if the service is between two years and three years, it will be treated as three full years;

(D) if the service is between three years and four years, it will be treated as four full years; and

(ii) by a person as a Director takes place immediately before the insertion of the restriction in **clause 13.8(a)**, the number of consecutive years of service by that person before the insertion of the restriction will be treated as service towards **clause 13.8(a)**, rounded up to the nearest full year.

(c) A Director who has served the maximum number of years in accordance with **clause 13.8(a)** shall not be eligible to be a Director for six years following the completion of their maximum term.

(d) A Director shall not be eligible to serve more than three terms in any sixteen- year period.

(e) An Elected Director who would otherwise be deemed ineligible under **clause 13.8(a)**, **clause 13.8(c)**, or **clause 13.8(d)** may be declared eligible by a Special Resolution.

13.9 Casual vacancy in ranks of Elected Directors

(a) The Directors may at any time appoint a person to fill a casual vacancy (as defined in **clause 13.14**) in the rank of the Elected Directors.

(b) A person appointed under **clause 13.9(a)** holds office until the next Annual General Meeting at which time they must retire but can stand for re-election by being nominated in accordance with **clause 13.4**.

(c) A person elected under **clause 13.9(b)** and in accordance with **clause 13.4** to fill a casual vacancy will hold office for the balance of the term of the director whose removal/resignation created the casual vacancy.

13.10 Appointed Directors

(a) In addition to the Elected Directors, the Directors:

(i) may themselves appoint up to four persons (inclusive of the person in clause 13.10(a)(ii)) to be Directors because of their special business acumen and/or technical skills; and

(ii) must appoint the Athletes' Director to be a Director to represent the interests of athletes who are members of Affiliated Members and engaged in Fencing.

These persons will be known as the Appointed Directors.

(b) Subject to **clauses 13.8** and **13.13**, an Appointed Director holds office for a term determined by the Directors not to exceed four years and the appointment will be on such other terms as the Directors deter mine.

(c) A person may only serve two consecutive terms as an Appointed Director but, subject to the other requirements of this Constitution, is otherwise eligible to be elected to an Elected Director position.

(d) The Directors may at any time appoint a person to fill a casual vacancy (as defined in **clause 13.14**) in the rank of the Appointed Directors on whatever terms the Directors decide.

(e) If an Elected Director retires from office in accordance with **clause 13.6**, and the Director so retiring is nominated for election under **clause 13.4(b)** but is not elected, then that person cannot be appointed as a Director under this **clause 13.10** for a period of four years after their retirement.

13.11 Remuneration of Directors

Subject to **clause 13.14**, a Director may not be paid for services as a Director but, with the approval of the Directors and subject to the Corporations Act, may be:

(a) paid by the Company for services rendered to it other than as a Director; and

(b) reimbursed by the Company for their reasonable travelling, accommodation and other expenses when:

(i) travelling to or from meetings of the Directors, a Committee or the Company; or

(ii) otherwise engaged in the affairs of the Company.

13.12 Honorarium

The Company may in General Meeting by ordinary resolution determine to pay a Director an ex-gratia payment.

13.13 Removal of Director

(a) Subject to the provisions of the Corporations Act, the Company may in General Meeting by ordinary resolution remove any Director prior to the expiration of that Director's term of office.

(b) Unless otherwise resolved at a General Meeting, a Director removed in accordance with **clause 13.13(a)** cannot be re-appointed as a Director within four years of their removal.

13.14 Vacation of office

The office of a Director becomes vacant when the Corporations Act says it does, when this Constitution requires that it does, and also if the Director:

(a) is removed in accordance with **clause 13.13**;

(b) becomes of unsound mind or a person whose person or estate is liable to be dealt with in any way under a law relating to mental health;

(c) resigns from office by notice in writing to the Company;

(d) reaches the maximum consecutive year limit imposed under **clause 13.8(a)**;

(e) is not present at three consecutive Directors' meetings without leave of absence from the Directors; or

(f) is directly or indirectly interested in any contract or proposed contract with the Company and fails to declare the nature of the interest as required by the Act.

13.15 Alternate Director

A Director cannot appoint an alternate.

14. POWERS AND DUTIES OF DIRECTORS

14.1 Directors to manage the Company

The Directors are to manage the Company's business and may exercise those of the Company's powers that are not required, by the Corporations Act or by this Constitution, to be exercised by the Company in General Meeting.

14.2 Specific powers of Directors

Without limiting **clause 14.1**, the Directors may exercise all the Company's powers to borrow or raise money, to charge any property or business or give any other security for a debt, liability or obligation of the Company or of any other person.

14.3 Time, etc

Subject to the Corporations Act, where this Constitution requires that something be done by a particular time, or within a particular period, or that an event is to occur or a circumstance is to change on or by a particular date, the Directors may at their absolute discretion extend that time, period or date as they think fit.

14.4 Appointment of attorney

The Directors may appoint any person to be the Company's attorney for the purposes, with the powers, authorities and discretions, for the period and subject to the conditions they think fit.

14.5 Provisions in power of attorney

A power of attorney granted under **clause 14.4** may contain any provisions for the protection and convenience of persons dealing with the attorney that the Directors think fit and may also authorise the attorney to delegate (including by way of appointment of a substitute attorney) all or any of the powers, authorities and discretions of the attorney.

14.6 Delegation of powers

(a) Without limiting **clause 17.4** the Directors may, by resolution or by power of attorney or writing under seal, delegate any of their powers to the Company Secretary or any employee of the Company or any other person as they think fit.

(b) Any delegation by the Directors of their powers:

(i) must specify the powers delegated, any restrictions on, and conditions attaching to, the exercise of those powers and the period during which that delegation is to be in force;

(ii) may be either general or limited in any way provided in the terms of the delegation;

(iii) need not be to a specified person but may be to any person holding, occupying or performing the duties of a specified office or position; and

(iv) may include the power to delegate.

(c) If exercising a power depends on a person's opinion, belief or state of mind, then that power may be exercised by the delegate on the delegate's opinion, belief or state of mind about that matter.

(d) Any power exercised by a delegate is as effective as if it had been exercised by the Directors.

14.7 Code of Conduct

The Directors must:

(a) adopt a code of conduct for Directors; and

(b) periodically review and if necessary amend the code of conduct in light of the general principles of good corporate governance.

15. PROCEEDINGS OF DIRECTORS

15.1 Directors meetings

(a) Subject to **clause 15.1(b)**, the Directors may meet together for conducting business, adjourn and otherwise regulate their meetings as they think fit.

(b) The Directors must meet at least six times in each calendar year.

15.2 Questions decided by majority

A question arising at a Directors' meeting is to be decided by a majority of votes of the Directors present in person and entitled to vote. Each Director present has one vote on a matter arising for decision by Directors.

15.3 Chair's casting vote

The Chair of the meeting will not have a casting vote.

15.4 Quorum

Four Directors present in person constitutes a quorum.

15.5 Effect of vacancy

(a) The continuing Directors may act despite a vacancy in their number.

(b) However, if the number of Directors is reduced below the number required for a quorum, the remaining Directors may act only for the purpose of filling the vacancies to the extent necessary to bring their number up to that required for a quorum or to convene a General Meeting.

15.6 Convening meetings

(a) A Director may, and the Company Secretary on the request of a Director must, convene a Directors' meeting.

(b) Notice of a meeting of Directors must be given individually to each Director (except a Director on leave of absence approved by the Directors). Notice of a meeting of Directors may be given in person, or by post or by telephone, facsimile or other electronic means.

(c) A Director may waive notice of a meeting of Directors by giving notice to that effect to the Company in person or by post or by telephone, facsimile or other electronic means.

(d) A person who attends a meeting of Directors waives any objection that person may have in relation to a failure to give notice of the meeting.

(e) The non-receipt of a notice of a meeting of the Directors or the accidental omission to give notice of a meeting to a person entitled to receive notice does not invalidate any thing done (including the passing of a resolution) at a meeting of Directors.

15.7 Election of Chairperson

(a) The Directors may elect one of their number to be the Chairperson by a majority vote.

(b) The Director elected to be Chairperson under **clause 15.7(a)** will remain Chairperson for the duration of their term of office as Director and shall chair any meeting of Directors unless the resolution electing a person as the Chairperson specifies a fixed term for the appointment.

(c) Despite **clause 15.7(b)**, if:

(i) there is no person elected as Chair; or

(ii) the Chair is not present within 15 minutes after the time appointed for the holding of the meeting; or

(iii) the Chair is unwilling to act,

the Directors present may elect one of their number to be Chair of the meeting.

(d) The Director elected to be Chairperson under **clause 15.7(a)** will also represent the Company in the title of President.

15.8 Circulating resolutions

(a) The Directors may pass a resolution without a Directors' meeting being held if notice in writing of the resolution is given to all Directors and a majority of the Directors entitled to vote on the resolution (not being less than the number required for a quorum at a meeting of Directors) sign a document containing a statement that they are in favour of the resolution set out in the document.

(b) Separate copies of the document may be used for signing by the Directors if the wording of the resolution and statement is identical in each copy. A facsimile transmission or other document produced by electronic means under the name of a Director with the Director's authority is taken to be a document signed by the Director for the purposes of **clause 15.8(a)** and is taken to be signed when received by the Company in legible form.

(c) The resolution is passed when the last Director signs.

15.9 Validity of acts of Directors

Everything done at a Directors' meeting or a Committee meeting, or by a person acting as a Director, is valid even if it is discovered later that there was some defect in the appointment, election or qualification of any of them or that any of them was disqualified or had vacated office.

15.10 Directors' Interests

(a) A Director shall declare to the Directors any material personal interest or related party transaction, as defined by the Corporations Act, as soon as

practicable after that Director becomes aware of their interest in the matter.

(b) Where a Director declares a material personal interest or in the event of a related party transaction, that Director must absent himself or herself from discussion of such matter and shall not be entitled to vote in respect of such matter unless otherwise determined by the Directors.

(c) In the event of any uncertainty in this regard, the issue shall immediately be determined by a vote of the Directors or, if this is not possible, the matter shall be adjourned or deferred to the next meeting.

(d) The Company Secretary shall maintain a register of declared interests.

15.11 Minutes

The Directors must cause minutes of meetings to be made and kept according to the Corporations Act.

16. TELECOMMUNICATION MEETINGS OF THE COMPANY

16.1 Telecommunication Meeting

(a) A General Meeting or a Directors' Meeting may be held by means of a Telecommunication Meeting, provided that:

(i) the number of Members or Directors (as applicable) participating is not less than a quorum required for a General Meeting or Directors' Meeting (as applicable); and

(ii) the meeting is convened and held in accordance with the Corporations Act.

(b) All provisions of this Constitution relating to a meeting apply to a Telecommunication Meeting in so far as they are not inconsistent with the provisions of this **clause 16**.

16.2 Conduct of Telecommunication Meeting

The following provisions apply to a Telecommunication Meeting of the Company:

(a) all persons participating in the meeting must be linked by telephone, audio- visual or other instantaneous means for the purpose of the meeting;

(b) each of the persons taking part in the meeting must be able to hear and be heard by each of the other persons taking part at the commencement of the meeting and each person so taking part is deemed for the purposes of this Constitution to be present at the meeting;

(c) at the commencement of the meeting each person must announce his or her presence to all other persons taking part in the meeting;

(d) a person may not leave a Telecommunication Meeting by disconnecting his or her telephone, audio-visual or other communication equipment unless that person has previously notified the Chair;

(e) a person may conclusively be presumed to have been present and to have formed part of a quorum at all times during a Telecommunication Meeting unless that person has previously notified the Chair of leaving the meeting; and

(f) a minute of proceedings of a Telecommunication Meeting is sufficient evidence of the proceedings and of the observance of all necessary formalities if the minute is certified to be a correct minute by the Chair.

17. CHIEF EXECUTIVE OFFICER

17.1 Appointment of CEO

The Directors may appoint a CEO.

17.2 Powers, duties and authorities of CEO

(a) The CEO holds office on the terms and conditions (including as to remuneration) and with the powers, duties and authorities, delegated to them by the Directors.

(b) The exercise of those powers and authorities, and the performance of those duties, by the CEO are subject at all times to the control of the Directors.

17.3 Suspension and removal of CEO

Subject to the terms and conditions of the appointment, the Directors may suspend or remove the CEO from that office.

17.4 Delegation by Directors to CEO

The Directors may delegate to the CEO the power (subject to such reservations on the power as are decided by the Directors) to conduct the day -to-day management and control of the business and affairs of the Company. The delegation will include the power and responsibility to:

(a) develop business plans, budgets, strategies, policies, processes and codes of conduct for consideration by the Directors and to implement them to the extent approved by the Directors;

(b) manage the financial and other reporting mechanisms of the Company;

(c) approve and incur expenditure subject to specified expenditure limits;

(d) sub-delegate his or her powers and responsibilities to employees or internal management committees of the Company; and

(e) any other powers and responsibilities which the Directors consider appropriate to delegate to the CEO.

17.5 CEO to attend meetings

The CEO is entitled, subject to a determination otherwise by the Directors, to attend all meetings of the Company, all meeting of the Directors and any Committees and may speak on any matter, but does not have a vote.

18. COMPANY SECRETARY

18.1 Appointment of Company Secretary

There must be at least one Company Secretary who is to be appointed by the Directors.

18.2 Suspension and removal of Company Secretary

The Directors may suspend or remove a Company Secretary from that office.

18.3 Powers, duties and authorities of Company Secretary

A Company Secretary holds office on the terms and conditions (including as to remuneration) and with the powers, duties and authorities, delegated to them by the Directors.

19. COMMITTEES

19.1 Committees

The Directors may delegate any of their powers to Committees consisting of those persons they think fit (including Directors, individuals and consultants), and may vary or revoke any delegation.

19.2 Powers de legated to Committees

(a) A Committee must exercise the powers delegated to it according to the terms of the delegation and any directions of the Directors.

(b) Powers delegated to and exercised by a Committee are taken to have been exercised by the Directors.

19.3 Committee meetings

Unless otherwise determined by the Directors, committee meetings are governed by the provisions of this Constitution dealing with Directors' meetings, as far as they are capable of application.

19.4 Finance Audit Risk (FAR) Committee

(a) A FAR Committee must be established by the Directors.

(b) The composition, duties and functions of the FAR Committee shall be defined in the FAR Committee terms of reference which must include at least one external and independent Certified Practicing Accountant or Chartered Accountant and an independent Chair that is not a Director must be appointed by the Board.

19.5 Nominations Committee

(a) A Nominations Committee shall be formed, the role of which shall include the task of identifying candidates to fill Director vacancies (including casual vacancies) and assess all nominees for Director vacancies. The Nominations Committee has the power to determine that a nomination is unsuitable for further consideration by the Company, the Directors or the Members (as applicable) but only if this decision is unanimous.

(b) The Nominations Committee shall comprise three persons, all appointed by the Directors including an independent chair that is not a Director, a Member representative and a Director or Director representative. The complete and specific duties, functions and rules of the Nominations Committee are defined in the Nominations Committee terms of reference.

(c) The Nominations Committee must utilise a skills and diversity matrix as part of its assessment of nominees for Director vacancies.

(d) When assessing nominees for Director vacancies, the Nominations Committee must comply with **clause 13.3(f)**.

20. POLICIES AND STRATEGIC PLAN

20.1 Making and amending Policies and ratifying the Strategic Plan

(a) In addition to policies made under **clause 7.2**, the Directors may from time to time make policies:

(i) that are required to be made under this Constitution; or

(ii) which in their opinion are necessary or desirable for the control, administration and management of the Company's affairs,

and may amend, repeal and replace those policies.

(b) A Policy referred to in **clauses 7.2** and **20.1(a)** takes effect 28 days after the Policy is given to the Member and shall be of force and effect on and from that date.

(c) Any policy of the Company in force on the date this Constitution is adopted continues in full force and effect on and from that date, until it is amended, repealed or replaced in accordance with **clause 20**.

(d) The Company may, by a resolution in General Meeting referred to in **clause 20.3**, amend, repeal or replace any Significant Policy without affecting the validity of acts or decisions made by the Directors or anyone authorised to act pursuant to that Policy.

(e) The Company's Strategic Plan, or any amendment to it, is not effective until ratified by the Company by a resolution in General Meeting.

20.2 Effect of Policies

A Policy:

(a) is subject to this Constitution;

(b) must be consistent with this Constitution;

(c) when in force, is binding on all Members and has the same effect as a provision in this Constitution; and

(d) if it is a Significant Policy, may be overruled by a resolution of the Company in General Meeting referred to in **clause 20.3**.

20.3 Resolution of Member States

(a) A resolution referred to in **clauses 20.1(d)**, **20.1(e)** or **20.2(d)** is carried if:

(i) a majority of the Member States present and entitled to vote at the meeting are in favour of the resolution; and

(ii) 50% or more of the votes cast on the resolution are in favour of the resolution.

(b) Each Member State has that number of votes at a General Meeting called for the purposes of this **clause 20** equal to the number of Capitated Individuals recognised by or affiliated with the Member State at the date of the General Meeting as shown in the Company's records on the date of the notice convening the General Meeting.

(c) The Chairperson may determine any dispute about the number of votes to which a Member State is entitled and the admission or rejection of a vote. The Chairperson's determination, if made in good faith, will be final and conclusive.

21. INSPECTION OF RECORDS

21.1 Right of the Members to Inspect Records

A Member does not have the right to inspect any document of the Company (including registers kept by the Company) except as required by law.

22. ACCOUNTS

22.1 Accounting Re cords

The Directors will cause proper accounting and other records to be kept and will distribute copies of financial statements as required by the Corporations Act.

22.2 Auditor

A properly qualified auditor or auditors shall, if required by law, be appointed by the Directors and the remuneration of such auditor or auditors fixed and duties regulated in accordance with the Corporations Act.

23. SERVICE OF DOCUMENTS

23.1 Document includes notice

In this **clause 2 3**, document includes a notice.

23.2 Methods of service on a Member

The Company may give a document to a Member:

(a) personally;

(b) by sending it by post to the address for the Member in the Register or an alternative address nominated by the Member; or

(c) by sending it to a facsimile number or electronic address nominated by the Member.

23.3 Methods of service on the Company

A Member may give a document to the Company:

(a) by delivering it to the Registered Office;

(b) by sending it by post to the Registered Office; or

(c) by sending it to a facsimile number or electronic address nominated by the Company.

23.4 Post

A document sent by post if sent to an address:

(a) in Australia, may be sent by ordinary post; and

(b) outside Australia, or sent from an address outside Australia, must be sent by airmail,

and in either case is taken to have been received on the second business day after the date of its posting.

23.5 Facsimile or electronic transmission

If a document is sent by facsimile or electronic transmission, delivery of the document is taken to:

(a) be effected by properly addressing and transmitting the facsimile or electronic transmission; and

(b) have been delivered on the business day following its transmission.

24. INDEMNITY

24.1 Indemnity of officers

(a) This **clause 24** applies to every person who is or has been:

(i) a Director, CEO or Company Secretary of the Company; and

(ii) to any other officers, employees, former officers or former employees of the Company or of its related bodies corporate as the Directors in each case determine.

(iii) Each person referred to in this **paragraph (a)** is referred to as an Indemnified Officer for the purposes of the rest of **clause 24**.

(b) The Company will indemnify each Indemnified Officer out of the property of the Company against:

(i) every liability (except a liability for legal costs) that the Indemnified Officer incurs as an Officer of the Company or of a related body corporate of the Company; and

(ii) all legal costs incurred in defending or resisting (or otherwise in connection with) proceedings, whether civil or criminal or of an administrative or investigatory nature, in which the Indemnified

Officer becomes involved as an officer of the Company or of a related body corporate of the Company,

unless:

(iii) the Company is forbidden by statute to indemnify the person against the liability or legal costs; or

(iv) an indemnity by the Company of the person against the liability or legal costs would, if given, be made void by statute.

24.2 Insurance

The Company may pay or agree to pay, whether directly or through an interposed entity, a premium for a contract insuring an Indemnified Officer against liability that the Indemnified Officer incurs as an officer of the Company or of a related body corporate of the Company including a liability for legal costs, unless:

(a) the Company is forbidden by statute to pay or agree to pay the premium; or

(b) the contract would, if the Company paid the premium, be made void by statute.

24.3 Deed

The Company may enter into a deed with any Indemnified Officer or a deed poll to give effect to the rights conferred by **clause 24.1** on the terms the Directors think fit (as long as they are consistent with **clause 24**).

25. WINDING UP

25.1 Contributions of Members on winding up

(a) Each Voting Member must contribute to the Company's property if the Company is wound up while they are a Member or within one year after their membership ceases.

(b) The contribution is for:

(i) payment of the Company’s debts and liabilities contracted before their membership ceased;

(ii) the costs of winding up; and

(iii) adjustment of the rights of the contributories among themselves,

(iv) and the amount is not to exceed $1.00.

(c) No other Member must contribute to the Company’s property if the Company is wound up.

25.2 Excess property on winding up

(a) If on the winding up or dissolution of the Company, and after satisfaction of all its debts and liabilities, any property remains, that property must be given or transferred to another body or bodies:

(i) having objects similar to those of the Company; and

(ii) whose constitution prohibits (or each of whose constitutions prohibit) the distribution of its or their income and property among its or their members to an extent at least as great as is imposed under this Constitution.

(b) That body is, or those bodies are, to be determined by the Voting Members at or before the time of dissolution or, failing that determination, by a judge who has or acquires jurisdiction in the matter.