

K&L GATES

Constitution of Spectrum Space Inc

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Spectrum Space Inc

An Incorporated Association

1. Name of Association

The name of the Association is Spectrum Space Inc.

2. Definitions and interpretation

2.1 Definitions

The following definitions apply in this Constitution unless the context requires otherwise:

Act means the *Associations Incorporation Act 2015* (Cth) and any regulations made under that statute;

Annual General Meeting means the annual General Meeting of the Association convened under clause 8.1;

Association means Spectrum Space Inc;

Business Day means a day that is not a Saturday, Sunday, public holiday or bank holiday in Perth, Western Australia;

Chairperson means the person appointed to the office of chairperson of the Association from time to time, subject to clause 13.2(c);

Commissioner means the person designated as the Commissioner from time to time under section 153 of the Act;

Board means the management board referred to in clause 12.1;

Board Member means a person appointed to the Board from time to time;

Board Register means the register maintained in accordance with section 58 of the Act and referred to in clause 14.5;

Constitution means this constitution as amended, supplemented or replaced from time to time;

convene means to call together for a formal meeting;

Financial Records includes:

- (a) invoices, receipts, orders for the payment of money, bills of exchange, cheques, promissory notes and vouchers; and
- (b) documents of prime entry; and
- (c) working papers and other documents needed to explain:
 - (i) the methods by which financial statements are prepared; and
 - (ii) adjustments to be made in preparing financial statements;

Financial Report means a financial report of a tier 2 association or tier 3 association prepared in accordance with Part 5 of the Act and which consists of:

- (a) the Financial Statements for the relevant Financial Year;
- (b) the notes to the Financial Statements; and
- (c) the Board's declaration about the Financial Statements and notes;

Financial Statements means financial statements prepared in accordance with Division 3 of the Act;

Financial Year has the meaning given in clause 19.5;

General Meeting means a meeting of the Members that all Members are entitled to receive notice of and attend;

Member means a member of the Association entered in the Register;

Membership Fee has the meaning given in clause 5.5(a);

Objects means the objects of the Association as set out in clause 3(a);

Ordinary Resolution means a resolution of the Association other than a Special Resolution;

poll means voting conducted in written form (as opposed to a show of hands);

Present means, in connection with a General Meeting, a Member being present in person or by proxy, attorney or Representative, and includes being present at a different venue from the venue at which other Members are participating in the same meeting, providing the pre-requisites for a valid meeting at different venues are observed;

Register means the register of Members of the Association;

Representative means a natural person nominated by an organisation in accordance with clause 5.6;

Secretary means a person appointed to the office of secretary of the Association from time to time;

Special Resolution has the meaning given in clause 9.3;

Term has the meaning given in clause 14.2;

tier 1 association means an incorporated association to which section 64(1) of the Act applies;

tier 2 association means an incorporated association to which section 64(2) of the Act applies;

tier 3 association means an incorporated association to which section 64(3) of the Act applies; and

Treasurer means a person appointed to the office of treasurer of the Association from time to time.

2.2 Interpretation

In this Constitution, unless the context requires otherwise:

- (a) the singular includes the plural and vice versa;
- (b) the headings are used for convenience only and do not affect the interpretation of this Constitution;
- (c) other grammatical forms of defined words or expressions have corresponding meanings;
- (d) a reference to a document includes the document as modified from time to time and any document replacing it;
- (e) if something is to be or may be done on a day that is not a Business Day then it must be done on the next Business Day;
- (f) the word "person" includes a natural person, partnership, body corporate, association, governmental or local authority, agency and any other body or entity whether incorporated or not;
- (g) the word "month" means calendar month and the word "year" means 12 months;
- (h) the words "in writing" include any communication sent by letter, facsimile transmission or email or any other form of communication capable of being read by the recipient;
- (i) a reference to all or any part of a statute, rule, regulation or ordinance (**statute**) includes that statute as amended, consolidated, re-enacted or replaced from time to time;
- (j) a reference to any agency or body, if that agency or body ceases to exist or is reconstituted, renamed or replaced or has its powers or functions removed (**defunct body**), means the agency or body that performs most closely the functions of the defunct body; and
- (k) any expression in a provision of this Constitution that relates to a particular provision of the Act has the same meaning as in that provision of the Act.

2.3 Compliance with the Act

This Constitution is subject to the Act, which overrides any clause in this Constitution that is inconsistent or not permitted by the Act.

2.4 Transitional

Everything done under this Constitution of the Association continues to have the same operation and effect after the adoption of any successor Constitution as if properly done under that Constitution.

3. Objects and powers of the Association

- (a) The objects of the Association are to support people on the autism spectrum and their families through a range of services and activities including, but not limited to:
 - (i) provision of strength-based social groups for children, teenagers and young adults with autism;
 - (ii) raising of awareness about, and acceptance of, autism in the community; and

- (iii) provision of relevant and accurate autism information.
- (b) The Association has all the powers of an incorporated association under the Act. The Association may only use its powers to do:
 - (i) anything which it considers will advance or achieve the Objects; and
 - (ii) all other things that are incidental to carrying out the Objects.

4. Not for profit

- (a) All property and income of the Association must be applied solely towards promoting the Objects, and no part of the Association's property or income may be paid or otherwise distributed, directly or indirectly to any Member, except in good faith in promoting the Objects.
- (b) A payment may be made (directly or indirectly) to a Member out of the funds of the Association only if it is authorised under clause 4(c).
- (c) A payment to a Member out of the funds of the Association is authorised if it is:
 - (i) the payment in good faith to that Member of reasonable remuneration for services provided to the Association; or reasonable compensation for goods supplied to the Association in the ordinary course of business;
 - (ii) the payment of interest on money borrowed from a Member by the Association, at a rate not exceeding the cash rate published from time to time by the Reserve Bank of Australia;
 - (iii) the payment of reasonable rent to the Member for any premises leased by the Member to the Association; or
 - (iv) the reimbursement of reasonable expenses properly incurred by a Member on behalf of the Association.

5. Membership of the Association

5.1 Number of Members

- (a) The minimum number of Members of the Association is six.
- (b) The maximum number of Members of the Association is at the discretion of the Board.

5.2 Membership rights

- (a) A Member has all the rights provided to Members under this Constitution, including (but not limited to) the right to:
 - (i) receive notices from the Association;
 - (ii) attend, request the convening of and vote at all General Meetings of the Association; and
 - (iii) be elected to the Board and any sub-committees of the Association.

- (b) Subject to the Act and this Constitution, the Board may at any time create different classes of membership of the Association and determine the eligibility criteria, rights, obligations, restrictions and any nomination procedure attaching to those other classes of membership.

5.3 Eligibility for membership

Any person who supports the Objects is eligible to apply for membership.

5.4 Applying for membership

- (a) Every application for membership of the Association must be:
 - (i) on a written form approved by the Board for that purpose and signed by the applicant; and
 - (ii) submitted to the Association.
- (b) The Board will consider membership applications and in its absolute discretion may approve or reject an application, without giving reasons.
- (c) The Board must inform applicants of the outcome of their application within a reasonable period.
- (d) If the Board approves the membership application, it must:
 - (i) notify the applicant and, if a Membership Fee is payable, request payment; and
 - (ii) within 28 days after the person's membership application is approved, enter the person's name in the Register.
- (e) An applicant whose membership application has been approved will not become a Member until the Association has:
 - (i) received payment of any applicable Membership Fee; and
 - (ii) the applicant's details are entered in the Register in accordance with clause 7.1.

5.5 Membership Fees

- (a) The Board may determine if any fees will be payable by all or any class of Members (**Membership Fees**), including (but not limited to):
 - (i) an entrance fee for membership; and
 - (ii) subscription fees payable annually or on another basis.
- (b) The Board may:
 - (i) set different Membership Fees payable by different classes of membership; and
 - (ii) in its absolute discretion may waive all or part of a Membership Fee payable by any Member.

- (c) Membership Fees must be paid in the manner and by the date directed by the Board from time to time.
- (d) If any amount owing by a Member under this clause 5.5 remains unpaid for a period of 3 months after it falls due, the Board may revoke that person's membership. The Board may, in its discretion, reinstate the person's membership on payment of all amounts owing.

5.6 Representatives where the Member is an organisation

- (a) A Member that is an organisation may by written notice to the Board appoint a natural person to act as its Representative at General Meetings in all matters, subject to the Act and subject to any restrictions on the Representative's powers imposed by the Member.
- (b) The Board may in its discretion reject the appointment of a Representative at any time, if it believes on reasonable grounds that it is in the interests of the Association to do so.
- (c) A certificate executed by the appointing Member is rebuttable evidence of the appointment or removal (as applicable) of a Representative.
- (d) Subject to this Constitution, a Representative is entitled to:
 - (i) exercise at a General Meeting all the powers which its appointing Member could exercise if it were a natural person;
 - (ii) be counted towards a quorum on the basis that the Member will be deemed Present at a General Meeting by its Representative; and
 - (iii) be nominated as a Board Member.
- (e) Where:
 - (i) a Representative's appointment has been revoked; and
 - (ii) the Board has not received written notice of the revocation prior to a General Meeting,

any vote given at the relevant meeting in accordance with the terms of instrument appointing the Representative is valid.
- (f) If written notice of the appointment of a Representative has not been received in accordance with clause 5.6(a), the Chairperson of a General Meeting may allow a Representative to vote on condition that they subsequently establish their status as a Representative within a period prescribed by, and to the satisfaction of, the Chairperson of the General Meeting.

5.7 Liability of Members

- (a) The liability of Members is limited to payment of any applicable Membership Fees in accordance with clause 5.5.
- (b) A Member is not liable, by reason of their Membership, for the liabilities of the Association or the cost of winding up the Association.

5.8 No transfer of membership

A right, privilege or obligation of a person by reason of Membership:

- (a) is not capable of being transferred or transmitted to another person; and
- (b) terminates upon the cessation of Membership.

6. Ceasing to be a Member

6.1 When a Member ceases to be a Member

A Member will cease to be a Member:

- (a) if the Member resigns by notice in writing to the Board, on the date that the notice is received by the Board, or any later date specified in the notice;
- (b) if their membership is revoked in accordance with clause 5.5(d) or 6.2;
- (c) if the Member dies; or
- (d) where the Member is an organisation, if it is wound up, dissolved, deregistered or otherwise ceases to be an organisation.

6.2 Revocation of membership

- (a) Subject to this clause 6.2, the Board may at a Board meeting resolve to revoke a Member's membership if in its opinion:
 - (i) the Member's status or conduct is detrimental to the interests of the Association, including (without limitation) if the Member has brought the Association into disrepute;
 - (ii) the Member has failed to comply with this Constitution or any by-laws of the Association; or
 - (iii) the Member no longer meets the applicable criteria for membership in clause 5.3.
- (b) At least 21 days before the Board meeting referred to in clause 6.2(a) (**Revocation Meeting**), the Board must give written notice to the Member:
 - (i) of the proposed revocation of membership and the reasons for that proposed revocation;
 - (ii) of the date, time and place of the Revocation Meeting;
 - (iii) informing the Member that the Member or the Member's Representative (if applicable) may attend the Revocation Meeting and will be given a full and fair opportunity to make oral and written submissions to the Board.
- (c) At the Revocation Meeting, the Board must:
 - (i) give the Member or its Representative a full and fair opportunity to make oral submissions and must give reasonable consideration to any written submissions; and

- (ii) determine whether the Member's membership should be revoked.

6.3 Consequences of ceasing to be a Member

Any person ceasing to be a Member:

- (a) will have its name removed from the Register;
- (b) is not entitled to any refund (or part refund) of any Membership Fee paid; and
- (c) will remain liable for and must pay to the Association all fees and any other amounts which were due to the Association at the date they ceased to be a Member.

7. Register of Members

7.1 Maintaining the Register of Members

- (a) The Secretary (or in the absence of a Secretary, any person authorised by the Board) must keep and maintain a Register in accordance with section 53 of the Act, containing:
 - (i) the name and residential, postal or email address of each Member;
 - (ii) the class of membership of each Member (if applicable);
 - (iii) the date on which each Member's name was entered into the Register; and
 - (iv) the name and date of appointment of each Representative.
- (b) Any change in the membership of the Association must be recorded in the Register within 28 days.

7.2 Inspecting and copying the Register

- (a) The Register is available for inspection free of charge by any current Member upon written request to the Board.
- (b) A Member may make a copy of entries in the Register.
- (c) A Member may apply in writing to the Board for a copy of the Register. The Board may in its discretion require the Member to provide a statutory declaration setting out the purpose of the request and declaring that the purpose is connected with the affairs of the Association.
- (d) The Board may charge a reasonable fee for providing a copy of the Register.
- (e) A person must not use or disclose any information in the Register for any purpose other than a purpose that:
 - (i) is directly connected with the affairs of the Association; or
 - (ii) relates to the administration of the Act.

8. General meetings

8.1 Annual General Meetings

- (a) The Association must hold an Annual General Meeting once in each calendar year and no later than 6 months after the end of each Financial Year, except where the Commissioner has allowed a longer period under the Act.
- (b) The Board must determine the place, date and time of the Annual General Meeting.

8.2 Business at Annual General Meeting

Even if these items are not set out in the notice of meeting, the business of an Annual General Meeting may include:

- (a) reviewing the Association's activities and finances since the last preceding Annual General Meeting;
- (b) confirming the minutes of the last preceding Annual General Meeting and of any other General Meeting held since the last Annual General Meeting;
- (c) receiving and considering:
 - (i) the Board's annual report on the Association's activities during the preceding Financial Year;
 - (ii) if the Association is a tier 1 association, the Financial Statements of the Association for the preceding Financial Year presented under Part 5 of the Act;
 - (iii) if the Association is a tier 2 association or a tier 3 association, the Financial Report of the Association for the preceding Financial Year presented under Part 5 of the Act; and
 - (iv) if required to be presented for consideration under Part 5 of the Act, a copy of the report of the review or the auditor's report on the Financial Statements or Financial Report (as applicable);
- (d) electing Board Members;
- (e) (where relevant) appointing the auditor or reviewer and fixing their remuneration; and
- (f) transacting any other business which under this Constitution or the Act may properly be brought before the meeting.

8.3 Special General Meetings

- (a) The Board may at any time convene a General Meeting of Members or a meeting of any class of Members.
- (b) The Board must convene a General Meeting if the following requirements are met:
 - (i) the request is made by Members with at least 20% of the votes that may be cast at a General Meeting;
 - (ii) the request is in writing, signed by all the Members making the request, and states the business to be conducted at the General Meeting; and

- (iii) the request is lodged with the Board.
- (c) On receipt of a request from Members under clause 8.3(b), the Board must:
 - (i) give all Members 28 days' notice of the General Meeting; and
 - (ii) hold the General Meeting within 2 months of the date of the request.
- (d) Subject to the Act, the Board may cancel or postpone any General Meeting or change its venue by giving notice to all persons to whom the notice of the original meeting was given, but may not cancel a General Meeting which was called or requested by Members, without the prior written consent of those Members.

8.4 Failure of Board to hold a General Meeting requested by Members

- (a) If the Board fails to convene a General Meeting within the time period specified in clause 8.3(c), the Members who made the request may call and arrange to hold a General Meeting within 3 months of the date of the request made under clause 8.3(b).
- (b) As far as reasonably practicable, a General Meeting under this clause 8.4 must be called and held in the same way in which General Meetings of the Association are called.
- (c) The Association must bear the reasonable expenses of calling and holding the General Meeting under this clause 8.4.

8.5 Notice of General Meetings

- (a) Notice of every General Meeting must be given in the manner authorised by clause 18.1 to every Member and Board Member, and to any auditor or reviewer of the Association.
- (b) No other person is entitled to receive notice of a General Meeting, except any person authorised by the Board.
- (c) Notice of General Meetings (including Annual General Meetings) must be provided to Members:
 - (i) if a Special Resolution is proposed at the General Meeting, at least 21 clear days before the General Meeting; and
 - (ii) in any other case, at least 14 clear days before the General Meeting.
- (d) Subject to clause 8.5(e), shorter notice of General Meetings (including Annual General Meetings) may be provided if:
 - (i) for an annual General Meeting, all the Members entitled to vote at the annual General Meeting agree prior to the Annual General Meeting; and
 - (ii) for any other General Meeting, Members holding at least 95% of the votes that may be cast at the General Meeting agree prior to the General Meeting.
- (e) The Association cannot call a General Meeting or Annual General Meeting on shorter notice than that specified in clause 8.5(c) if a resolution will be moved at the meeting to:

- (i) appoint or remove a Board Member; or
- (ii) remove an auditor or reviewer.

8.6 Content of notice of General Meetings

A notice of General Meeting must:

- (a) specify the place, date and time for the General Meeting (and, if the meeting is to be held in two or more places in accordance with clause 8.8, the technology that will be used to facilitate this);
- (b) state the general nature of the business to be transacted at the General Meeting;
- (c) (if a Special Resolution is to be proposed at the General Meeting) set out an intention to propose the Special Resolution and state the resolution; and
- (d) contain a statement of each Member's right to appoint a natural person who is also a Member as their proxy.

8.7 Failure to give notice

The non-receipt of a notice of General Meeting by, or the accidental omission to give notice to any person entitled to receive, does not invalidate the proceedings or any resolution passed at the meeting.

8.8 Use of technology

The Association may hold a General Meeting (including an Annual General Meeting) at two or more venues using any technology that gives Members a reasonable opportunity to participate, provided that arrangements are made at each venue for the recording of all votes cast.

8.9 Quorum

- (a) No business may be transacted at a General Meeting unless a quorum of Members is Present at the time when the meeting proceeds to business.
- (b) Except as otherwise provided in this Constitution, a quorum constitutes:
 - (i) 10 Members Present; or
 - (ii) where the total number of Members is less than 10, all those Members being Present.

8.10 If a quorum not Present

If a quorum is not Present within 30 minutes after the time appointed for the General Meeting in the notice:

- (a) where the meeting is convened on the requisition of Members, the meeting must be automatically dissolved; and
- (b) in any other case:

- (i) the meeting stands adjourned to a day and at a time and place as the Board decides or, if no decision is made by the Board, to the same day in the next week at the same time and place; and
- (ii) if no quorum is Present at the resumed meeting within 30 minutes after the time appointed for the meeting, the meeting must be dissolved.

8.11 Adjournments

- (a) The Chairperson may, and must if directed to do so by the General Meeting, adjourn a General Meeting from time to time and from place to place.
- (b) Only business left unfinished at the meeting which was adjourned may be transacted at a meeting resumed after an adjournment.
- (c) A resolution passed at a meeting resumed after an adjournment is passed on the day it was in fact passed.
- (d) When a meeting is adjourned for 30 days or more, notice of the adjourned meeting must be given as in the case of the original meeting. In all other cases it is not necessary to give notice of the adjourned meeting.

9. Voting at General Meetings

9.1 Voting rights

- (a) Each Member has 1 vote.
- (b) Each person Present at the General Meeting who represents more than 1 Member, either personally, by proxy, attorney or as Representative, has 1 vote on a show of hands.
- (c) A Member ordinarily entitled to vote is not entitled to vote if his or her Membership Fee (where a Membership Fee is payable) is more than 3 months in arrears at the commencement of the relevant General Meeting, unless the Board resolves otherwise.

9.2 Members' resolutions

- (a) A resolution put to the vote at a General Meeting must be decided by a majority of votes cast by the Members Present at the General Meeting, except where the resolution is required by this Constitution or otherwise by law to be a Special Resolution.
- (b) A resolution put to the vote at a General Meeting must be decided on a show of hands unless a poll is demanded in accordance with clause 9.4.
- (c) Before a vote is taken, the Chairperson must inform the General Meeting whether any proxy votes have been received and how the proxy votes are to be cast on the resolution.
- (d) In the case of an equality of votes on a show of hands or on a poll, the Chairperson of the relevant General Meeting has a casting vote, in addition to any vote that the Chairperson may otherwise be entitled.
- (e) A declaration by the Chairperson that a resolution has on a show of hands been carried or lost and an entry to that effect in the minutes of the meeting is conclusive

evidence of that fact. Neither the Chairperson nor the minutes of the meeting need to state the number or proportion of the votes recorded in favour or against the resolution.

9.3 Special Resolutions

A Special Resolution is a resolution passed by the Association at a General Meeting in accordance with section 51 of the Act by the votes of not less than three-fourths of the Members who validly cast a vote at the General Meeting.

9.4 Voting by poll

- (a) A poll may be demanded by:
 - (i) the Chairperson; or
 - (ii) at least 3 Members Present entitled to vote on the resolution.
- (b) A poll may be demanded:
 - (i) before a vote is taken; or
 - (ii) before or immediately after the voting results on a show of hands are declared.
- (c) The demand for a poll may be withdrawn.
- (d) Subject to clause 9.4(e), if a poll is demanded, it is to be taken in the manner and at the time the Chairperson directs.
- (e) A poll demanded on the election of a Chairperson or on a question of adjournment must be taken immediately.
- (f) The result of the poll will determine whether the resolution on which the poll was demanded is carried or lost.
- (g) The demand for a poll does not prevent a General Meeting from proceeding with any other business.

9.5 Objection to qualification to vote

- (a) An objection to a person's right to vote at a General Meeting:
 - (i) may only be raised at the General Meeting or adjourned meeting at which the vote objected to is tendered; and
 - (ii) must be determined by the Chairperson of the meeting, whose decision is final.
- (b) A vote allowed after an objection is valid for all purposes.

9.6 Direct voting

- (a) The Board may determine that, at any General Meeting of Members or meeting of a class of Members, a Member who is entitled to attend and vote on a resolution at that meeting is entitled to vote by direct vote in respect of that resolution. A direct

vote includes a vote delivered to the Association by post or any other means approved by the Board, subject to compliance with the Act.

- (b) Where clause 9.6(a) applies, the notice of meeting must indicate that direct voting is available at the relevant meeting or on particular resolutions.
- (c) The Board may prescribe procedures in relation to direct voting, including (without limitation):
 - (i) specifying the form, method and timing of casting a direct vote at a meeting for the vote to be valid; and
 - (ii) the circumstances in which a direct vote may be withdrawn by the Member or deemed withdrawn.

9.7 Votes counted in error

If any vote is counted which ought not to have been counted or might have been rejected, the error will not invalidate the resolution unless the error is:

- (a) detected at the same General Meeting; and
- (b) of sufficient magnitude, in the opinion of the Chairperson, as to invalidate the resolution.

10. Minutes

- (a) The Board must cause minutes to be made of:
 - (i) proceedings and resolutions of General Meetings of the Members and resolutions passed by Members without a meeting;
 - (ii) all appointments of Board Members; and
 - (iii) proceedings and resolutions of Board meetings and resolutions passed by the Board without a meeting,and retain the minutes in a minute book for a period of at least 10 years or such other period as may be required under the Act.
- (b) Within a reasonable time after the date of the meeting or of the resolution being passed, the Association must ensure that minutes are signed by:
 - (i) the Chairperson of the meeting; or
 - (ii) the Chairperson of the next meeting; or
 - (iii) in the case of a resolution without a meeting, a Board Member.
- (c) In the absence of evidence to the contrary, contents of the minute book that are recorded and signed in accordance with this clause 10 are evidence of the matters shown in the minute.

11. Resolving disputes

11.1 Application of disputes procedure

The disputes procedure set out in this clause applies to disputes under or relating to this Constitution between:

- (a) a Member and another Member or Members; or
- (b) a Member or Members and the Association.

11.2 Disputes procedure

- (a) The parties to the dispute must attempt to resolve the dispute (in person or by telephone, email, or any other means of communication) within 28 days after the dispute comes to the attention of all of the parties. In the case of a dispute involving the Association, the Chairperson or another Board Member nominated by the Chairperson, will represent the Association.
- (b) If the parties are unable to resolve the dispute within the 28 day period specified in clause 11.2(a), either party may initiate the dispute resolution procedure by giving a written notice to the Chairperson identifying the parties to the dispute and the subject of the dispute.
- (c) Within 28 days of receipt of a notice under clause 11.2(b), the Chairperson must refer the dispute to:
 - (i) a standing committee appointed by the Board in accordance with clause 16.9 for the resolution of disputes (which may consist of any one or more persons permitted under clause 16.9(a)); or
 - (ii) in the absence of a standing committee appointed by the Board, any one or more persons chosen by the Chairperson (which may consist of any persons permitted under clause 16.9(a)),

each a **Dispute Committee**.

- (d) The Dispute Committee must:
 - (i) convene a meeting to determine the dispute using any medium by which each of the participants can simultaneously hear all the other participants (including telephone, video conferencing or any other means of instant communication);
 - (ii) give all parties at least 14 days prior written notice of the date, time and place of the meeting, informing them that they may attend the meeting (in person or via telephone, video conferencing or any other available means) and make oral or written submissions (or both);
 - (iii) at the meeting, give each party to the dispute, or the party's Representative, a full and fair opportunity to make oral or written submissions; and
 - (iv) determine the dispute, or if it thinks appropriate, refer the dispute to an alternative dispute resolution process.
- (e) Written notice of the Dispute Committee's decision must be given to all parties to the dispute within 14 days after the meeting referred to in clause 11.2(d)(i).

- (f) Following the Dispute Committee's decision, any party to the dispute may apply to the State Administrative Tribunal (or any other appropriate body) to determine the dispute in accordance with the Act or otherwise at law.

12. Board

12.1 The Board

- (a) The Association must have at least 4 and no more than 10 Directors in office at all times.
- (b) The Association in general meeting may by Ordinary Resolution alter the number of Directors, provided that the minimum number is not reduced below 4.
- (c) All Board Members must be Members.
- (d) The Board must comprise at least two Board Members who are on the autism spectrum or directly related to a person on the autism spectrum, as parent, grandparent, step-parent, appointed guardian or any other category of relation agreed to by the Board at its discretion.

12.2 Powers of the Board

- (a) The Board is responsible for managing the business of the Association and may exercise all powers of the Association which are not required by the Act or this Constitution to be exercised by the Association in a General Meeting.
- (b) Without limiting the generality of clause 12.2(a), the Board may exercise all the powers of the Association to:
 - (i) acquire, hold, deal with, and dispose of any real or personal property;
 - (ii) open and operate bank accounts;
 - (iii) borrow money on terms and conditions as the Board thinks fit;
 - (iv) invest money not immediately required for the Objects as the Board thinks fit;
 - (v) grant security for the discharge of liabilities and obligations of the Association;
 - (vi) appoint agents to transact business on behalf of the Association; and
 - (vii) enter into any contract or arrangement.

12.3 Payments to Board Members

- (a) Any payments to Board Members out of the funds of the Association must be authorised by an Ordinary Resolution.
- (b) Clause 12.3(a) does not apply to any payments for out-of-pocket travel and accommodation expenses incurred in connection with the performance of the Board Member's functions.

13. Responsibilities of Board

13.1 Responsibilities of Board Members and declaring interests

- (a) Each Board Member must exercise his or her powers and discharge his or her duties as Board Member in accordance with the Act and all applicable laws.
- (b) A Board Member who has a material personal interest in a matter which is or will be considered at a Board meeting must:
 - (i) as soon as the Board Member becomes aware of the interest, disclose at the relevant Board meeting the nature and extent of the interest and how the interest relates to the activity of the Association;
 - (ii) not be present while the matter is being considered at the Board meeting or vote on the matter; and
 - (iii) ensure the nature and extent of the interest and how the interest relates to the activity of the Association is disclosed at the next General Meeting.
- (c) Clause 13.1(b) does not apply to any material personal interest that exists only because the Board Member:
 - (i) is a member of a class of persons for whose benefit the Association is established; or
 - (ii) that the Board Member has in common with all, or a substantial proportion of, the Members.
- (d) Subject to compliance with this clause 13.1 and the Act, a Board Member who is interested in any contract or arrangement is not prevented from signing the document evidencing the contract or arrangement by virtue of that interest.

13.2 Chairperson

- (a) The Board Members must elect one of their number to chair Board meetings and General Meetings (**Chairperson**) and may decide the period during which the Chairperson is to hold that office.
- (b) Where a Board meeting or General Meeting is held and the Chairperson is not present or declines to act as chair, the Board Members present must elect one of their number to chair the meeting.
- (c) Where a person chairs a Board meeting or General Meeting, in relation to that meeting, references to the Chairperson in this Constitution include a reference to that person.

13.3 Secretarial duties

- (a) The Board is responsible for ensuring that the secretarial duties referred to in clause 13.3(b) are performed, either by a person appointed by the Board to the office of Secretary of the Association, or in any other way resolved by the Board.
- (b) The secretarial duties include:
 - (i) preparing notices of meeting for Board meetings and General Meetings;

- (ii) keeping the minutes of Board meetings and General Meetings and recording any resolutions passed by the Board without a meeting;
- (iii) maintaining the Register in accordance with section 53 of the Act and clause 7.1, and providing for Members to inspect the Register and take copies in accordance with the Act and clause 7.2;
- (iv) recording in the relevant minutes disclosures of material personal interests of Board Members made at Board meetings and General Meetings in accordance with clause 13.1;
- (v) maintaining the Board Register in accordance with section 58 of the Act and clause 14.5 and providing for Members to inspect these records and take copies in accordance with the Act and clause 14.6;
- (vi) maintaining an up-to-date copy of this Constitution in accordance with section 35 of the Act and providing for:
 - (A) new Members to receive a copy of this Constitution in accordance with the Act; and
 - (B) Members to inspect this Constitution and take copies in accordance with the Act;
- (vii) ensuring that all notices are duly given in accordance with this Constitution or as required by law;
- (viii) ensuring the secure custody of the books, records and documents of the Association, other than those required by clause 13.4 to be maintained by the Treasurer; and
- (ix) generally performing all duties incidental to the office of secretary.

13.4 Treasurer

- (a) The Board is responsible for ensuring that the treasurer's duties referred to in clause 13.3(b) are performed, either by a person appointed by the Board to the office of Treasurer of the Association, or in any other way resolved by the Board.
- (b) The Treasurer's duties include:
 - (i) coordinating the collection of amounts payable to the Association, crediting them to the appropriate account of the Association and issuing receipts on behalf of the Association;
 - (ii) paying out the funds of the Association in accordance with authority from the Board or the Members;
 - (iii) ensuring the Association complies with all financial reporting obligations imposed on it under the Act, including (but not limited to):
 - (A) keeping and retaining Financial Records in accordance with Division 2 of Part 5 of the Act;
 - (B) coordinating the preparation of the Association's Financial Report or Financial Statements in accordance with the applicable requirements

of Part 5 of the Act, for submission to Members at the Annual General Meeting;

- (C) where a review or audit of the Association's Financial Report or Financial Statements is being conducted, providing any assistance required by the auditor or reviewer;
 - (D) unless the Board resolves otherwise, being responsible for the secure custody of the Association's Financial Records, Financial Reports and Financial Statements (as applicable), for at least 7 years after their creation;
- (iv) reporting to the Board on the financial status and performance of the Association; and
 - (v) generally performing all duties incidental to the office of treasurer and such other duties as may be assigned to him or her by the Board from time to time.

14. Election of Board Members

14.1 Eligibility

- (a) Any person may become a Board Member either:
 - (i) by election at the Annual General Meeting under clause 14.4; or
 - (ii) by appointment of the Board under clause 15.2.
- (b) A person is eligible for election to the Board only if they:
 - (i) are a Member;
 - (ii) are not disqualified from being an office holder of the Board under sections 39 and 40 of the Act; and
 - (iii) satisfy any eligibility requirements determined by the Board from time to time.

14.2 Term of office

The term of office of a Board Member (**Term**):

- (a) begins when the Board Member is elected at an Annual General Meeting under clause 14.4, or is appointed under clause 15.2; and
- (b) ends at the third Annual General Meeting after his or her appointment, or otherwise under clause 15.

14.3 Nomination of Board Member

- (a) A Member who wishes to be elected to the Board must send a nomination to the Board at least 7 days before the Annual General Meeting.
- (b) A nomination under clause 14.3(a) must be in writing in such form as is approved by the Board from time to time and signed by the Member.
- (c) In the nomination form the Member must certify that they are eligible to be elected to the Board in accordance with clause 14.1.

14.4 Election of Board Members

- (a) Subject to the Act, the Association may by resolution in accordance with this Constitution appoint or remove a Board Member from the Board.
- (b) The Board Members (if any) standing for election at each Annual General Meeting are any one or more of the following, as applicable:
 - (i) any Board Member whose Term is ending under clause 14.2(b) and who wishes to stand for re-election;
 - (ii) any Board Member whose Term is ending under clause 15.2(b) and who wishes to stand for election; or
 - (iii) a person standing for election as a new Board Member who has completed a nomination in accordance with clause 14.3.
- (c) A retiring Board Member is eligible for re-election without needing to give any prior notice of an intention to submit for re-election and holds office as a Board Member until the end of the meeting at which the Board Member retires.
- (d) If there is no nomination for any Board position under clause 14.3, the Chairperson may call for nominations from the Members Present at the Annual General Meeting.
- (e) If only one Member has nominated for any Board position, the Chairperson must declare that Member elected to the position.
- (f) If more than one Member has nominated for a Board position, the Members Present must vote to elect the Board Member, in accordance with any procedures agreed by the Board. A Member who has nominated for a Board position may vote for himself or herself.
- (g) Any person elected to the Board who has not completed a nomination in accordance with clause 14.3 must within 14 days confirm in writing to the Board their eligibility under clause 14.1(b). If the person is not eligible, their appointment to the Board is deemed not to have taken place.

14.5 Board Register

- (a) The Board must ensure that the Board Register is kept and maintained in accordance with section 58 of the Act, including:
 - (i) the name; and
 - (ii) at least one of the residential address, business address, post office box address or email address,for each person identified in clause 14.5(b).
- (b) Clause 14.5(a) applies to:
 - (i) each Board Member;
 - (ii) any other person who holds any office in the Association; and
 - (iii) any person who is appointed or who acts as trustee on behalf of the Association.

14.6 Inspecting and copying the Board Register

- (a) The Board Register is available for inspection free of charge by any current Member upon written request to the Board.
- (b) A Member may make a copy of entries in the Board Register or take an extract but a Member does not have the right to remove the Board Register for that purpose.
- (c) A Member must not use or disclose any information in the Board Register for any purpose other than a purpose that:
 - (i) is directly connected with the affairs of the Association; or
 - (ii) relates to the administration of the Act.

15. Resignation and removal from office

15.1 Vacancy on the Board

A Board Member's Term ends and that office becomes vacant if the Board Member:

- (a) resigns by notice in writing delivered to the Chairperson (or in the case of a Chairperson resigning, delivered to the other Board Members);
- (b) dies;
- (c) is or becomes ineligible to act as a Board Member under clause 14.1(b);
- (d) becomes physically or mentally incapable of performing the Board Member's duties and the Board resolves that his or her office be vacated for that reason;
- (e) is absent from more than:
 - (i) four consecutive Board meetings without leave of absence granted from the Board; or
 - (ii) four Board meetings in the same Financial Year without tendering an apology to the relevant Chairperson of each meeting, which apology is accepted by the Chairperson,and the Board resolves that his or her office be vacated for that reason;
- (f) ceases to be a Member; or
- (g) is the subject of a resolution passed by Members terminating his or her appointment as a Board Member.

15.2 Filling casual vacancies

- (a) The Board may appoint a Member (who is eligible under clause 14.1(b)) at any time to fill a Board position:
 - (i) that has become vacant under clause 15.1; or
 - (ii) that was not filled at the Annual General Meeting.

- (b) A Member appointed to the Board under clause 15.2(a) holds office until the next Annual General Meeting, and is eligible for election to the Board at that Annual General Meeting.

16. Board proceedings

16.1 Calling and holding Board meetings

- (a) The Board or a Board Member may call a Board meeting by giving reasonable notice to each Board Member.
- (b) The Board may adjourn and otherwise regulate its meetings as it thinks fit.

16.2 Meetings by telecommunications

Without limiting the Board's power to regulate its meetings as it thinks fit, the Board may hold a valid meeting using any medium by which each of the Board Members can simultaneously hear all the other participants (including telephone, video conferencing or any other means of instant communication), and in that case:

- (a) the participating Board Members are taken to be present at the meeting for the purposes of this Constitution;
- (b) the meeting is taken to be held at the location where the Chairperson of the meeting is;
- (c) if a failure in communications prevents any Board Member present at the meeting from participating in the meeting, then the meeting will be suspended until communications are restored, unless communications cannot be restored within 15 minutes, in which case the meeting will be deemed to have terminated; and
- (d) all proceedings of the Board conducted in accordance with this clause 16.2 are as valid and effective as if conducted at a meeting at which all of the Board Members were present in person.

16.3 Quorum

- (a) At a Board meeting, the number of Board Members whose presence is necessary to constitute a quorum is 3 Board Members.
- (b) If any office on the Board becomes vacant, the remaining Board Members may act but, if the total number of remaining Board Members is not sufficient to constitute a quorum at a Board meeting, the Board Members may act only for the purpose of increasing the number of Board Members to a number sufficient to constitute a quorum or for the purpose of convening a General Meeting of the Association.

16.4 Guests at Board meetings

- (a) The Board may invite a Member or any other person who is not a Board Member to attend a Board meeting.
- (b) A person invited to attend a Board meeting under clause 16.4(a) has no right to receive any agendas, notices or papers relating to the Board meeting; no right to vote; and no right to comment on any matters discussed at the Board meeting without the Board's consent.

16.5 Board resolutions

- (a) Subject to this Constitution, a resolution of the Board must be passed by a majority of the votes of Board Members present and entitled to vote on the resolution.
- (b) In case of an equality of votes, the Chairperson has a casting vote in addition to his or her deliberative vote (if any).

16.6 Board resolutions without a meeting

- (a) The Board may pass a resolution without a Board meeting being held if all the Board Members entitled to vote on the resolution:
 - (i) sign a document (or separate identical copies of the document) containing a statement that they are in favour of the resolution set out in the document; or
 - (ii) confirm by email, text message or any other method of communication approved by the Board that they are in favour of the resolution, in accordance with any policies adopted by the Board for this purpose.
- (b) The resolution is passed when the last Board Member:
 - (i) in the case of a written resolution in accordance with clause 16.6(a)(i) signs the document; or
 - (ii) in the case of a resolution referred to in clause 16.6(a)(ii), communicates their approval of the resolution by the relevant communication method.

16.7 By-laws

- (a) The Board has the power to make by-laws regulating the establishment, organisation and conduct of the Association, provided such by-laws are not inconsistent with this Constitution or the Act.
- (b) All by-laws made and in force from time to time are binding on the Members.

16.8 Acts valid despite defective appointment

Any act done at any Board meeting by any person acting as a Board Member, even if it is later discovered that there was some defect in the appointment of any such Board Member or that the Board member was not eligible for election under clause 14.1(b), is valid as if the Board Member had been duly appointed and was qualified to be a Board Member.

16.9 Sub-committees

- (a) The Board may create sub-committees consisting of such Members, Board Members or other persons who are not Members as the Board thinks fit. The Board may delegate to any sub-committee the exercise of such functions of the Board as are specified in the delegation other than:
 - (i) the power of delegation; and
 - (ii) a function which is a duty imposed on the Board by the Act or any other law.
- (b) A sub-committee must exercise the powers granted to it in accordance with any direction of the Board. Any power exercised in accordance with this clause 16.9(b) is taken to be exercised by the Board.

- (c) Clauses 16.1, 16.2, 16.4 and 16.6 apply to any sub-committee as if each reference in those clauses to the Board Members was a reference to the members of the sub-committee and each reference to a Board meeting were to a sub-committee meeting.
- (d) Minutes of all the proceedings and decisions of every sub-committee must be made, entered and signed in the same manner in all respects as minutes of proceedings of the Board are required by the Act to be made, entered and signed.

17. Execution of documents and common seal

17.1 Execution of documents

- (a) The Association may validly execute a document (including a deed) if the document is signed by a Board Member and countersigned by another Board Member or another person appointed by the Board to countersign that document or a class of documents in which that document is included.
- (b) Clause 17.1(a) does not limit the Board's ability to authorise a person who is not a Board Member to execute a document for and on behalf of the Association.

17.2 Common seal

- (a) The Association need not have or use a common seal to execute documents or deeds. The Board may resolve whether or not the Association is to have or use a common seal.
- (b) Where the Association has a common seal, it must only be used with the authority of the Board. The Secretary or any other Board Member authorised by the Board must ensure the safe custody of the seal.
- (c) The Association must ensure that details of every document to which the common seal of the Authority is fixed is recorded in a seal register.

18. Notices

18.1 How notice to be given

All notices, including notices of meeting, may be given by the Association to any Member by:

- (a) serving it on the Member personally;
- (b) sending it by post to the Member's nominated address;
- (c) sending it by facsimile transmission to the Member's nominated facsimile number;
- (d) sending it by email to an email address nominated by the Member, or by any other electronic means nominated by the Member; or
- (e) giving it by any other means permitted or contemplated by the Act.

18.2 When notice is given

A notice is deemed to be given by the Association and received by the Member:

- (a) if delivered in person, when delivered to the Member;
- (b) if posted, on the day after the date of posting to the Member, whether delivered or not;
- (c) if sent by facsimile transmission, on the day after the date of its transmission; or
- (d) if sent by email or other electronic means, on the day after the date of its transmission,

but if the delivery or receipt is on a day which is not a Business Day or is after 4.00 pm (addressee's time), it is deemed to have been received at 9.00 am (addressee's time) on the next Business Day.

18.3 No notice if no valid address

If:

- (a) any Member has not provided to the Association an address for registration in the Register; or
- (b) the Association believes that a Member is not known at the address registered in the Register,

unless and until the Member provides a valid address to the Association, all notices to be sent to that Member are taken to be given to the Member if the notice is displayed at the Association's address for 48 hours, and are taken to be served at the commencement of that period.

19. Funds and accounts

19.1 Control of funds

- (a) The funds of the Association must be kept in an account or accounts in the name of the Association in a financial institution determined by the Board.
- (b) The Board is responsible for expenditure of the funds of the Association and may authorise the Treasurer or any other person to expend the funds of the Association within specified limits and any expenditure above those limits must be approved or ratified by the Board.
- (c) The funds of the Association are to be used to do:
 - (i) anything which it considers will advance or achieve the Objects; and
 - (ii) all other things that are incidental to carrying out the Objects.
- (d) All cheques, drafts, bills of exchange, promissory notes and other negotiable instruments of the Association are to be executed by:
 - (i) any two Board Members; or
 - (ii) any person or persons authorised by the Board, within the expenditure limits specified by the Board.
- (e) All electronic payments by the Association are to be made or authorised by:

- (i) the Treasurer; or
 - (ii) any person or persons authorised by the Board,
- within the expenditure limits specified by the Board.

19.2 Source of funds

The Association may derive funds in any way permitted by the Act.

19.3 Financial Records

- (a) The Association must keep Financial Records that:
 - (i) correctly record and explain its transactions, financial position and performance; and
 - (ii) enable true and fair Financial Statements to be prepared in accordance with Part 5 of the Act.
- (b) The Association must retain its Financial Records for at least seven years after the transactions covered by the records are completed.
- (c) The Association must allow the Board Members and the auditor to inspect those accounts at all reasonable times.

19.4 Financial reporting, audit and review

- (a) The Board must cause the Association to comply with all financial reporting obligations imposed on it under the Act.
- (b) Without limiting clause 19.4(a), the Board must cause the Association to:
 - (i) if it is a tier 1 association, prepare annual Financial Statements, presented under Part 5 of the Act;
 - (ii) if it is a tier 2 association or tier 3 association, prepare an annual Financial Report, presented under Part 5 of the Act;
 - (iii) have its Financial Statements or Financial Report reviewed or audited (as applicable) if:
 - (A) it is required under the Act;
 - (B) it is directed by the Commissioner;
 - (C) the Members pass a resolution requiring it; or
 - (D) it is required as a condition of a funding arrangement; holding of a charitable collections licence or otherwise at law; and
 - (iv) if required to be presented for consideration under Part 5 of the Act, present a copy of the report of the review or the auditor's report on the Financial Statements or Financial Report (as applicable) to the Annual General Meeting.

19.5 Financial Year

The Financial Year of the Association is the 12 month period starting on 1 July.

19.6 Inspection of records

- (a) Subject to the Act and to this Constitution, the Board must determine whether and on what terms the books, records and other documents of the Association will be open to the inspection of Members other than Board Members.
- (b) A Member other than a Board Member does not have the right to inspect any document of the Association except as provided by the Act, or otherwise as authorised by the Board or by the Association in General Meeting.

20. Indemnity and insurance

20.1 Definition

In this clause **Officer** has the meaning given in section 3 of the Act.

20.2 Association may indemnify Officers

To the full extent permitted by law and without limiting the powers of the Association, the Association may indemnify any person who is or has been an Officer of the Association against all losses, liabilities, damages, costs, charges and expenses of any kind incurred by the Officer as an officer of the Association.

20.3 Documentary indemnity and insurance policy

To the extent permitted by the Act and any applicable law and without limiting the powers of the Association, the Board may authorise the Association to, and the Association may, enter into any:

- (a) documentary indemnity in favour of; or
- (b) insurance policy for the benefit of,

a person who is, or has been, an Officer of the Association, which indemnity or insurance policy may be in such terms as the Board approves and, in particular, may apply to acts or omissions prior to or after the time of entering into the indemnity or policy.

21. Affiliation and membership of other similar organisations

The Association may in General Meeting determine to affiliate with or become a member of, or to accept affiliation or membership of, any organisation (including any regional or international association) having similar or like interests to the Association.

22. Winding up, cancellation and distribution of surplus property

- (a) For the purposes of this clause **Surplus Property** has the meaning given in section 3 of the Act.
- (b) Subject to the Act, the Association may cease its activities and be wound up or cancelled in accordance with a Special Resolution.

- (c) Upon the winding up or cancellation of the Association, any Surplus Property will not be paid to or distributed among the Members, but will be distributed to one or more organisations listed in section 24(1) of the Act with objects similar to the Objects.

23. Variation or amendment of Constitution

This Constitution may be varied, amended or rescinded from time to time by Special Resolution in accordance with Division 2 of Part 3 of the Act.