

CLAYTON UTZ

Constitution of First Voice Australia

Amended 18 June 2018

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First Voice Australia, ACN 156 662 314

Constitution

1. Preliminary

1.1 Definitions

Schedule 1 applies and forms part of this Constitution.

1.2 Nature of the company

- (a) The Company is a public company limited by guarantee.
- (b) Each Member undertakes to contribute an amount not exceeding \$20.00 to the property of the Company if the Company is wound up:
 - (i) at a time when that incorporated entity is a Member; or
 - (ii) within one year after the time that incorporated entity ceased to be a Member,
for:
 - (iii) payment of the debts and liabilities of the Company contracted before that incorporated entity ceased to be a Member;
 - (iv) payment of the costs, charges and expenses of winding up the Company; and
 - (v) adjustment of the rights of the contributories among themselves.

1.3 Replaceable rules

To the extent permitted by law, the replaceable rules in the Corporations Act do not apply to the Company.

1.4 Objects of the Company

- (a) The objects of the Company are the provision of listening and spoken language services to children who are deaf or hard of hearing and their families by:
 - (i) acting as the national advisory and co-ordinating body for the Members in relation to the provision of services to families of children who are deaf or hard of hearing;
 - (ii) promoting and protecting the interests of the Members in relation to the provision of services to families of children who are deaf or hard of hearing;
 - (iii) representing the views of the Members to government on better outcome approaches in relation to the provision of services to families of children who are deaf or hard of hearing;
 - (iv) providing services to the Members to assist them to provide services to families of children who are deaf or hard of hearing;

- (v) establishing and maintaining affiliations and information exchange with organisations anywhere in the world having similar objects to the Members; and
 - (vi) doing all such other lawful things as are conducive or incidental to attainment of any of the above objects.
- (b) The Company will only apply the income and property of the Company in promoting the objects of the Company.
 - (c) The powers set out in section 124(1) of the Corporations Act will apply to the Company to the extent they are not inconsistent with any other clauses contained in this Constitution.
 - (d) The Members must not amend this Constitution in any manner which changes its charitable purposes and would result, pursuant to section 150 of the Corporations Act, in the Company losing the exception to the requirement to use "Limited" in its name.

1.5 No distribution

- (a) Subject to Article 1.5(b), the Company will not make any distributions to any Members, whether by way of dividends, surplus on winding up or otherwise.
- (b) Nothing in Article 1.5(a) prevents the Company making any payment in good faith of:
 - (i) reasonable remuneration to any Member in consideration for services rendered or goods supplied by that Member to the Company in the ordinary course of business;
 - (ii) interest at a reasonable rate on money borrowed by the Company from that Member;
 - (iii) reasonable and proper rent or fees to a Member for premises leased or licensed by any Member to the Company;
 - (iv) any other reasonable amount of a similar character to those described in this Article 1.5(b).

2. Gift Fund

2.1 Maintenance and use of Gift Fund

- (a) The Company must maintain a fund (**Gift Fund**) in conformity with applicable requirements of the *Income Tax Assessment Act 1997*, including the requirements that the Gift Fund be maintained as a fund:
 - (i) to which gifts of money or property for objects of the Company may be made;
 - (ii) to which any money received by the Company as gifts for the Gift Fund is to be credited; and
 - (iii) that does not receive any other money or property.
- (b) The Company must use the following only for the objects of the Company:
 - (i) gifts made to the Gift Fund;

- (ii) any money or property received in connection with those gifts.
- (c) The Company will, upon request, issue or arrange for the issue of receipts in the name of the Company to those members of the public who make contributions to the Gift Fund.

2.2 Public Fund

The Company will maintain a separate fund (**Public Fund**) for any money or other property of the Company which is not eligible for inclusion in the Gift Fund. The Company will apply the whole of the income of the Public Fund in accordance with Article 1.4 and as otherwise permitted under this Constitution for the day to day running of the Company.

2.3 Winding up or revocation of consent

At the first occurrence of either:

- (a) the winding up of the Company's Gift Fund; or
- (b) the revocation of the Company's endorsement under Subdivision 30-BA of the *Income Tax Assessment Act 1997* or any successive legislation,

the Company must transfer any surplus assets of the Gift Fund to a fund, authority or institution whose objects are similar to those in Article 1.4 and gifts to which are tax deductible under the *Income Tax Assessment Act 1997* or any successive legislation.

3. Members and Affiliates

3.1 Exercise of powers

Except as otherwise provided in this Article 3, the powers of the Company under this Article 3 may only be exercised by the Directors.

3.2 Applications

3.2.1 Members

- (a) Any incorporated entity that has been granted 'deductible gift recipient status' by the Australian Taxation Office is eligible to become a Member in accordance with this Article 3.
- (aa) deleted.
- (b) Each proposed Member must:
 - (i) sign and deliver to the Company a written undertaking to the effect that the proposed Member is in general agreement with the objects of the Company; and
 - (ii) pay any initial fee (if any) which the Directors determine.
- (c) The Company will determine guidelines about agreeing new Members.
- (d) If a new Member is accepted, the Company must enter the applicant's name in the Register and the entity will become a Member on and from the date the applicant's name is entered in the Register.
- (e) If a proposed Member is rejected as a Member, the Company must:
 - (i) give written notice of the rejection to the proposed Member; and

- (ii) refund in full the fee (if any) paid by the proposed Member.
- (f) Failure by the Company to comply with any notice requirement in Article 3.2(e) does not invalidate the decision regarding a Member.

3.2.2 Affiliates

- (a) Any person or organisation resident in Australia or overseas is eligible to apply to become an Affiliate of the Company in accordance with this Article 3.
- (b) Each proposed Affiliate must:
 - (i) sign and deliver to the Company a written undertaking to the effect that the proposed Affiliate is in general agreement with the objects of the Company; and
 - (ii) pay any initial fee (if any) which the Directors determine.
- (c) The Company may determine guidelines about agreeing new Affiliates.
- (d) If a new Affiliate is accepted, the Company must enter the applicant's name in the Register and the entity will become an Affiliate on and from the date the applicant's name is entered in the Register.
- (e) If a proposed Affiliate is rejected as an Affiliate, the Company must:
 - (i) give written notice of the rejection to the proposed Affiliate; and
 - (ii) refund in full the fee (if any) paid by the proposed Affiliate.

3.3 No transfers

The rights of being a Member or Affiliate are not transferable whether by operation of law or otherwise.

3.4 Cessation of membership

- (a) Membership will cease if:
 - (i) the Member/Affiliate resigns in accordance with Article 3.5;
 - (ii) the Member is expelled under Article 3.6;
 - (iii) the Company chooses not to renew the Affiliates membership under Article 3.6 (k); or
 - (iv) the Member or Affiliate is deregistered under the laws of the jurisdiction of its registration.
- (b) If a Member or Affiliate ceases to be a Member or Affiliate, the Company must remove the Member/Affiliate's name from the Register.

3.5 Resignation of a Member or Affiliate

- (a) Subject to Article 3.5(b), a Member or Affiliate may at any time resign as a member of the Company by giving the Company notice in writing. Unless the notice provides otherwise, a resignation by a Member or Affiliate takes effect immediately on the giving of that notice to the Company.

- (b) If there is only one Member and the Member gives proper notice of resignation or on the same day all of the Members give proper notice of resignation, the notice or notices will be ineffective and the Member or Members cannot resign until either another incorporated entity is appointed as a Member or the Company is wound up.
- (c) If a Member or Affiliate resigns, the Company must remove the Member/Affiliate's name from the Register.

3.6 Expulsion of a Member

- (a) Subject to Article 3.6(c), the Company may expel a Member by a resolution of the Directors if:
 - (i) an Expulsion Event occurs in respect of the Member; and
 - (ii) the Company gives that Member at least 10 Business Days notice in writing:
 - A. stating the Expulsion Event and that the Member is liable to be expelled; and
 - B. informing the Member of its rights under Article 3.6(c).
- (b) The Company may expel a Member by a resolution of Directors if the Member does not pay a Fee within 20 Business Days after the due date for its payment.
- (c) Before the passing of any resolution under Article 3.6(a), a Member is entitled to give the Directors, either orally or in writing, any explanation or defence of the Expulsion Event the Member may think fit.
- (d) If a resolution is passed under Article 3.6(a) or 3.6(b), the Company must give that Member notice in writing of the expulsion within 5 Business Days after the resolution.
- (e) A Member may by notice in writing to the Company within 10 Business Days after receipt of the notice referred to in Article 3.6(d), request that a resolution under Article 3.6(a) be reviewed by the Company at the next general meeting.
- (f) If a request under Article 3.6(e) is made, the Company must propose at the next general meeting of the Company that a resolution be moved to confirm the expulsion of the Member concerned.
- (g) A resolution under Article 3.6(f) must be passed by at least 75% of the votes cast by Members entitled to vote on the resolution.
- (h) A resolution under Article 3.6(a) takes effect:
 - (i) if the Member gives a notice under Article 3.6(e), on the date (if any) the resolution is confirmed by a general meeting of the Company; or
 - (ii) if the Member does not give a notice under Article 3.6(e), on the date of the resolution.
- (i) A resolution under Article 3.6(b) takes effect on the date of the resolution.
- (j) The Company may reinstate an expelled Member on any terms and at any time as the Directors resolve, including a requirement that all amounts due but unpaid by the expelled Member are paid.
- (k) The Company may choose not to renew an Affiliate membership at its discretion

by advising the Affiliate in writing.

3.7 Variation of classes and class rights

- (a) Subject to the Corporations Act and the terms of a particular class of Members, the Company may vary or cancel rights of Members of that class by special resolution of the Company and:
 - (i) a special resolution passed at a meeting of the Members included in that class; or
 - (ii) the written consent of Members who are entitled to at least 75% of the votes that may be cast in respect of Members of that class.
- (b) The provisions in this Constitution concerning meetings of Members (with the necessary changes) apply to a meeting held under Article 3.7(a)(i).
- (c) The Company may vary or cancel rights of Affiliates by special resolution of the Company or by resolution of the Directors.

3.8 Certificates

- (a) The Company may issue to each Member or Affiliate, free of charge, a certificate evidencing that incorporated entity or person as a Member or Affiliate.
- (b) The Company may issue a replacement certificate of being a Member or Affiliate if:
 - (i) the Company receives and cancels the existing certificate; or
 - (ii) the Company is satisfied that the existing certificate is lost or destroyed, and the Member or Affiliate pays any fee as the Directors resolve.

4. Fees and other payments

4.1 Exercise of powers

The powers of the Company under this Article 4 may only be exercised by the Directors.

4.2 Payment of Fees

- (a) The Company may require the payment of annual fees or levies by Members or Affiliates in the amounts and at the times as the Directors resolve, including payments by instalments..
- (b) The Company may make Fees payable for one or more Members or Affiliates for different amounts and at different times.
- (c) The Company may revoke or postpone Fees or extend the time for payment of Fees.
- (d) The Company must give Members or Affiliates at least 20 Business Days' notice of Fees.
- (e) A notice of Fees must be in writing and specify the amount of the Fee, the due date for payment of the Fee and the manner in which payment of the Fee must be made.
- (f) A Fee is not invalid if either or both a Member or Affiliate does not receive notice of the Fee or the Company accidentally does not give notice of the Fee to a Member or Affiliate.
- (g) A Member or Affiliate must pay to the Company the amount of each Fee payable by the Member or Affiliate on the date and in the manner specified in the notice of the Fee.
- (h) If a Fee is payable in one or more fixed amounts on one or more fixed dates, the relevant Member or Affiliate must pay to the Company those amounts on those dates.
- (i) A Member or Affiliate must pay to the Company:
 - (i) interest at the rate specified in Article 4.4(a) on any amount referred to in Article 4.2(g) or 4.2(h) which is not paid on or before the time appointed for its payment, from the time appointed for payment to the time of the actual payment; and
 - (ii) expenses incurred by the Company because of the failure to pay or late payment of that amount.
- (j) The Directors may waive payment of all or any part of an amount payable under Article 4.2(i).

4.3 Company payments on behalf of a Member

- (a) A Member must indemnify the Company against any liability which the Company has under any law to make a payment (including payment of a tax) in respect of that Member.
- (b) A Member must pay to the Company immediately on demand:
 - (i) the amount required to reimburse the Company for a payment referred to in Article 4.3(a); and

- (ii) pay to the Company interest at the rate specified in Article 4.4(a) on any amount referred to in Article 4.3(a) paid by the Company, from the date of payment by the Company until and including the date the Company is reimbursed in full for that payment.
- (c) The powers and rights of the Company under this Article 4.3 are in addition to any right or remedy that the Company may have under the law which requires the Company to make a payment referred to in Article 4.3.
- (d) The Company may waive any or all of its rights under Article 4.3.

4.4 Interest

- (a) An incorporated entity must pay interest under this Article 4 to the Company:
 - (i) at a rate the Directors resolve; or
 - (ii) if the Directors do not resolve, at 10% per annum.
- (b) Interest payable to the Company under Article 4 accrues daily.
- (c) The Company may capitalise interest payable under this Article 4 at any interval the Directors resolve.

5. Proceedings of Members

5.1 Written resolutions of Members

While the Company has only one Member, the Company may pass a resolution by that Member signing a record in writing of that resolution.

5.2 Who can call meetings of Members

- (a) Subject to the Corporations Act, the Directors may call a meeting of Members at a time and place as the Directors resolve.
- (b) The Directors must call and arrange to hold a general meeting of the Company on the request of Members made in accordance with the Corporations Act.
- (c) The Members may call and arrange to hold a general meeting of the Company as provided by the Corporations Act.

5.3 Annual General Meeting

- (a) The Company must hold an annual general meeting if required by, and in accordance with, the Corporations Act.
- (b) The business of an annual general meeting may include any of the following, even if not referred to in the notice of the meeting:
 - (i) the consideration of the annual financial report, director's report and auditor's report for the Company;
 - (ii) the election of Directors;
 - (iii) the appointment of the auditor of the Company; and
 - (iv) the fixing of the remuneration of the auditor of the Company.

5.4 How to call meetings of Members

- (a) The Company must give not less than Prescribed Notice of a meeting of Members.
- (b) Notice of a meeting of Members must be given to each Member, each Director, each Alternate Director and any auditor of the Company.
- (c) Subject to Article 5.12(h), a notice of a meeting of Members must:
 - (i) set out the place, date and time for the meeting (and if the meeting is to be held in 2 or more places, the technology that will be used to facilitate this);
 - (ii) state the general nature of the business of the meeting; and
 - (iii) set out or include any other information or documents specified by the Corporations Act.
- (d) A person may waive notice of any meeting of Members by notice in writing to the Company to that effect.
- (e) Subject to the Corporations Act, anything done (including the passing of a resolution) at a meeting of Members is not invalid because either or both a person does not receive notice of the meeting or the Company accidentally does not give notice of the meeting to a person.

5.5 Right to attend meetings

- (a) Each Member and any auditor of the Company is entitled to attend any meetings of Members.
- (b) Subject to this Constitution, each Director is entitled to attend and speak at all meetings of Members.

5.6 Meeting at more than one place

- (a) A meeting of Members may be held in 2 or more places linked together by any technology that:
 - (i) gives the Members as a whole in those places a reasonable opportunity to participate in proceedings;
 - (ii) enables the chairperson to be aware of proceedings in each place; and
 - (iii) enables the Members in each place to vote on a show of hands and on a poll.
- (b) If a meeting of Members is held in 2 or more places under Article 5.6(a):
 - (i) a Member present at one of the places is taken to be present at the meeting; and
 - (ii) the chairperson of that meeting may determine at which place the meeting is taken to have been held.

5.7 Quorum

- (a) Subject to Article 5.1, a quorum for a meeting of Members is fifty percent (50%) of Members entitled to vote at that meeting.

- (b) In determining whether a quorum for a meeting of Members is present:
 - (i) where more than one proxy, attorney or representative of a Member is present, only one of those persons is counted;
 - (ii) where a person is present as a Member and as a proxy, attorney or representative of another Member, that person is counted only once; and
 - (iii) where a person is present as a proxy, attorney or representative for more than one Member, that person is counted separately for each appointment provided that there is at least one other Member present.
- (c) A quorum for a meeting of Members must be present at all times during the meeting.
- (d) If a quorum is not present within 30 minutes after the time appointed for a meeting of Members:
 - (i) if the meeting was called under Article 5.2(b) or Article 5.2(c), the meeting is dissolved; and
 - (ii) any other meeting is adjourned to the date, time and place as the Directors may by notice to the Members appoint, or failing any appointment, to the same day in the next week at the same time and place as the meeting adjourned.
- (e) If a quorum is not present within 30 minutes after the time appointed for an adjourned meeting of Members, the meeting is dissolved.

5.8 Chairperson

- (a) The chairperson of Directors must (if present within 15 minutes after the time appointed for the holding of the meeting and willing to act) chair each meeting of Members.
- (b) If at a meeting of Members:
 - (i) there is no chairperson of Directors;
 - (ii) the chairperson of Directors is not present within 15 minutes after the time appointed for the holding of a meeting of Members; or
 - (iii) the chairperson of Directors is present within that time but is not willing to chair all or part of that meeting,

the Directors present may, by majority vote, elect a person present to chair all or part of the meeting of Members.
- (c) Subject to Article 5.8(a), if at a meeting of Members:
 - (i) a chairperson of that meeting has not been elected by the Directors under Article 5.8(b); or
 - (ii) the chairperson elected by the Directors is not willing to chair all or part of a meeting of Members,

the Members present must elect another person present and willing to act to chair all or part of that meeting.

5.9 General conduct of meetings

- (a) Subject to the Corporations Act, the chairperson of a meeting of Members is responsible for the general conduct of that meeting and for the procedures to be adopted at that meeting.
- (b) The chairperson of a meeting of Members may delegate any power conferred by this Article to any person.
- (c) The powers conferred on the chairperson of a meeting of Members under this Article 5.9 do not limit the powers conferred by law.

5.10 Resolutions of Members

- (a) Subject to the Corporations Act, a resolution at a meeting of Members is passed if the number of votes cast in favour of the resolution by Members entitled to vote on the resolution exceeds the number of votes cast against the resolution by Members entitled to vote on the resolution.
- (b) Unless a poll is requested in accordance with Article 5.11, a resolution put to the vote at a meeting of Members must be decided on a show of hands.
- (c) A declaration by the chairperson of a meeting of Members that a resolution on a show of hands is passed, passed by a particular majority, or not passed, and an entry to that effect in the minutes of the meeting, are sufficient evidence of that fact, unless proved incorrect.

5.11 Polls

- (a) A poll may be demanded on any resolution at a meeting of Members.
- (b) A poll on a resolution at a meeting of Members may be demanded by:
 - (i) at least 3 Members present and entitled to vote on that resolution;
 - (ii) one or more Members present and who are together entitled to at least 5% of the votes that may be cast on that resolution on a poll; or
 - (iii) the chairperson of that meeting.
- (c) A poll on a resolution at a meeting of Members may be demanded:
 - (i) before a vote on that resolution is taken; or
 - (ii) before or immediately after the results of the vote on that resolution on a show of hands are declared.
- (d) A demand for a poll may be withdrawn.
- (e) A poll demanded on a resolution at a meeting of Members must be taken in the manner and at the time and place the chairperson directs.
- (f) A poll demanded on a resolution at a meeting of Members for the election of a chairperson of that meeting or the adjournment of that meeting must be taken immediately.
- (g) The result of a poll demanded on a resolution of a meeting of Members is a resolution of that meeting.

- (h) A demand for a poll on a resolution of a meeting of Members does not prevent the continuance of that meeting or that meeting dealing with any other business.

5.12 Adjourned, cancelled and postponed meetings

- (a) Subject to the Corporations Act, the chairperson:
 - (i) may adjourn a meeting of Members to any day, time and place; and
 - (ii) must adjourn a meeting of Members if the Members present with a majority of votes that may be cast at that meeting agree or direct the chairperson to do so. The chairperson may adjourn that meeting to any day, time and place.
- (b) No person other than the chairperson of a meeting of Members may adjourn that meeting.
- (c) The Company is only required to give notice of a meeting of Members resumed from an adjourned meeting if the period of adjournment exceeds 21 days.
- (d) Only business left unfinished is to be transacted at a meeting of Members resumed after an adjournment.
- (e) Subject to the Corporations Act and this Article 5.12, the Directors may at any time postpone or cancel a meeting of Members by giving notice not less than 5 Business Days before the time at which the meeting was to be held to each person who is, at the date of the notice:
 - (i) a Member;
 - (ii) a Director or Alternate Director; or
 - (iii) auditor of the Company.
- (f) A general meeting called under Article 5.2(b) must not be cancelled by the Directors without the consent of the Members who requested the meeting.
- (g) A general meeting called under Article 5.2(c) must not be cancelled or postponed by the Directors without the consent of the Members who called the meeting.
- (h) A notice under Article 5.12(c) of a meeting of Members resumed from an adjourned meeting and a notice postponing a meeting of Members must set out the place, date and time for the revised meeting (and if the revised meeting is to be held in 2 or more places, the technology that will be used to facilitate this).

5.13 Number of votes

- (a) Subject to this Constitution and any rights or restrictions attached to a class of Members, on a show of hands or on a poll at a meeting of Members, every Member present has one vote.
- (b) In the case of an equality of votes on a resolution at a meeting of Members, the chairperson of that meeting has a casting vote on that resolution both on a show of hands and on a poll, in addition to any vote the chairperson of that meeting has in respect of that resolution.
- (c) A Member present at a meeting of Members is not entitled to vote on any resolution if any amount due and payable to the Company by that person in their capacity as a Member has not been paid.

- (d) A Member present at a meeting of Members is not entitled to vote on a resolution at that meeting where that vote is prohibited by the Corporations Act or an order of a court of competent jurisdiction.
- (e) The Company must disregard any vote on a resolution purported to be cast by a Member present at a meeting of Members where that person is not entitled to vote on that resolution.
- (f) The authority of a proxy or attorney for a Member to speak or vote at a meeting of Members is suspended while the Member is present in person at that meeting.

5.14 Objections to qualification to vote

- (a) An objection to the qualification of any person to vote at a meeting of Members may only be made at that meeting (or any resumed meeting if that meeting is adjourned), to the chairperson of that meeting.
- (b) Any objection under Article 5.14(a) must be decided by the chairperson of the meeting of Members, whose decision, made in good faith, is final and conclusive.

5.15 Proxies, attorneys and representatives

- (a) A Member, who is entitled to attend and cast a vote at a meeting of Members, may vote on a show of hands and on a poll:
 - (i) in person or, if the Member is a body corporate, by its representative appointed in accordance with the Corporations Act;
 - (ii) by not more than one proxy; or
 - (iii) by not more than one attorney.
- (b) A proxy, attorney or representative of a Member need not be a Member.
- (c) A Member may appoint a proxy, attorney or representative for:
 - (i) all or any number of meetings of Members; or
 - (ii) a particular meeting of Members.
- (d) An instrument appointing a proxy is valid if it is signed by the Member making the appointment and contains:
 - (i) the name and address of that Member;
 - (ii) the name of the Company;
 - (iii) the name of the proxy or the name of the office of the proxy; and
 - (iv) the meetings of Members at which the proxy may be used.
- (e) The chairperson of a meeting of Members may determine that an instrument appointing a proxy is valid even if it contains only some of the information specified in Article 5.15(d).
- (f) An instrument appointing an attorney or representative must be in a form as the Directors may prescribe or the chairperson of a meeting of Members may accept.

- (g) Subject to the Corporations Act, the decision of the chairperson of a meeting of Members as to the validity of an instrument appointing a proxy, attorney or representative is final and conclusive.
- (h) Unless otherwise provided in the Corporations Act or in the instrument appointing a proxy or attorney, a proxy or attorney may:
 - (i) agree to a meeting of Members being called by shorter notice than is required by the Corporations Act or this Constitution;
 - (ii) agree to a resolution being either or both proposed and passed at a meeting of Members of which notice of less than 21 days is given;
 - (iii) speak on any resolution at a meeting of Members on which the proxy or attorney may vote;
 - (iv) vote at a meeting of Members (but only to the extent allowed by the appointment);
 - (v) demand or join in demanding a poll on any resolution at a meeting of Members on which the proxy or attorney may vote; and
 - (vi) attend and vote at any meeting of Members which is rescheduled or adjourned.
- (i) Unless otherwise provided in the Corporations Act or in the instrument appointing a proxy or attorney, a proxy or attorney may vote on:
 - (i) any amendment to a resolution on which the proxy or attorney may vote;
 - (ii) any motion not to put that resolution or any similar motion; and
 - (iii) any procedural motion relating to that resolution, including a motion to elect the chairperson of a meeting of Members, vacate the chair or adjourn that meeting,

even if the appointment directs the proxy or attorney how to vote on that resolution.
- (j) If the name of the proxy or the name of the office of the proxy in a proxy form of a Member is not filled in, the proxy of that Member is:
 - (i) the person specified by the Company in the form of proxy in the case the Member does not choose; or
 - (ii) if no person is so specified, the chairperson of that meeting.
- (k) A Member may specify the manner in which a proxy or attorney is to vote on a particular resolution at a meeting of Members.
- (l) An appointment of proxy or attorney for a meeting of Members is effective only if the Company receives the appointment (and any authority under which the appointment was signed or a certified copy of the authority) not less than:
 - (i) 48 hours before the time scheduled for commencement of that meeting; or
 - (ii) in the case of a meeting which has been adjourned, 48 hours before the time scheduled for resumption of the meeting.

- (m) Unless the Company has received notice in writing of the matter not less than 48 hours before the time scheduled for the commencement of a meeting of Members, a vote cast at that meeting by a person appointed by a Member as a proxy, attorney or representative is, subject to this Constitution, valid even if, before the person votes:
 - (i) the Member is deregistered under the laws of the jurisdiction of its registration;
 - (ii) that Member revokes the appointment of that person; or
 - (iii) that Member revokes the authority under which the person was appointed by a third party.

6. Directors

6.1 Number of Directors

- (a) The Company must have not less than 3, and not more than 10, Directors.
- (b) The Company in general meeting may by ordinary resolution alter the maximum or minimum number of Directors provided that the minimum is not less than 1.
- (c) Subject to this Article 6.1, the Directors must determine the number of Directors provided that the Directors cannot reduce the number of Directors below the number in office at the time that determination takes effect.
- (d) If the number of Directors is below the minimum fixed by this Constitution, the Directors must not act except in emergencies, for appointing one or more directors in order to make up a quorum for a meeting of Directors, or to call and arrange to hold a meeting of Members.

6.2 Appointment of Directors

- (a) The initial Directors of the Company are the persons who are representatives of each of the Foundation Members who have consented to act as directors and are set out in the Company's application for registration as a Company.
- (b) Subject to Article 6.1, the Directors may appoint any person as a Director.
- (c) Subject to Article 6.1, the Company in general meeting may by ordinary resolution appoint any person as a Director.
- (d) A Director need not be a Member.
- (e) A person who is the only Director and the only Member may appoint another Director by that person signing a record in writing of that appointment.
- (f) Unless the appointment provides otherwise, an appointment of the Director of the Company under Article 6.2(e) takes effect immediately on giving of that notice to the Company.
- (g) Without limiting Article 6.3(c), all Directors must meet the following criteria:
 - (i) written commitment of the Director's Affirmation including to the objects of the Company (as set out in Article 1.4);
 - (ii) adherence to Directors policies, including, but not limited to, policies relating to conflicts of interest of Directors;

- (iii) good moral character;
- (iv) no legal impediment to serve as a director; and
- (v) be less than 72 years of age.

6.2 A Retirement of Directors

- (a) Subject to Article 6.2A(d), a Director must retire from office no later than 2 years after that Director's last election or appointment.
- (b) A Director who retires pursuant to Article 6.2A(a) holds office as a Director until the end of the meeting at which the Director retires and is eligible for re-election.
- (c) A Director appointed pursuant to Article 6.2(b) must retire at the next annual general meeting occurring after that appointment and is eligible for re-election.
- (d) The following persons are not subject to Article 6.2A(a) and are not taken into account in determining the Directors required to retire at an annual general meeting:
 - (i) an alternate director of the Company; and
 - (ii) a Director who is the nominated representative of one of the Foundation Members.
- (e) No person, other than a Director retiring pursuant to this Article 6.2A or a Director appointed pursuant to Article 6.2(b) or a person nominated by the Board, is eligible to be appointed as a Director at any meeting of Members unless a nomination signed by a Member accompanied by the consent of the nominee to act is given to the Company at least thirty (30) Business Days before the meeting.

6.3 Vacation of Office

- (a) A Director may resign from office by giving the Company notice in writing.
- (aa) A Foundation Member may, at its absolute discretion, remove the Director that is acting as a representative of the Foundation Member at any time and appoint another person in place of that Director in which case the revocation of the previous Director and the appointment of the new Director takes place immediately.
- (b) Subject to Article 6.3(d), the Company may by special resolution remove any Director, and if thought fit, appoint another person in place of that Director.
- (c) A Director ceases to be a Director if:
 - (i) the Director becomes of unsound mind or a person whose property is liable to be dealt with under a law about mental health;
 - (ii) the Director is absent without the consent of the Directors from all meetings of the Directors held during a period of 6 months;
 - (iii) the Director resigns or is removed under this Constitution;
 - (iv) the Director is an executive Director and ceases to be an employee of the Company or of a related body corporate of the Company;
 - (v) the Director becomes an insolvent under administration;
 - (vi) the Corporations Act so provides; or

- (vii) the Director dies.
- (d) Where a Director is removed from being a Director under Article 6.3(b) or ceases to be a Director under Article 6.3(c) and the Director is a representative of a Foundation Member, the Foundation Member may appoint another person in place of that Director.

6.4 Alternate Directors

- (a) With approval of all of the other Directors, a Director may appoint a person as an alternate director of that Director for any period.
- (b) An Alternate Director need not be a Member.
- (c) The appointing Director may terminate the appointment of his or her Alternate Director at any time.
- (d) A notice of appointment, or termination of appointment, of an Alternate Director is effective only if:
 - (i) the notice is in writing;
 - (ii) the notice is signed by the Director who appointed that Alternate Director; and
 - (iii) the Company is given a copy of the notice.
- (e) Subject to this Constitution and the Corporations Act, an Alternate Director may:
 - (i) attend, count in the quorum of, speak at, and vote at a meeting of Directors in place of his or her appointing Director if that Director is not present at a meeting; and
 - (ii) exercise any other powers (except the power under Article 6.4(a)) that his or her appointing Director may exercise.
- (f) An Alternate Director cannot exercise any powers of his or her appointing Director if that appointing Director ceases to be a Director.
- (g) Subject to Article 6.5, the Company is not required to pay any remuneration to an Alternate Director.
- (h) An Alternate Director is an officer of the Company and not an agent of his or her appointing Director.

6.5 Remuneration of Directors

- (a) The Company must not pay fees to a Director other than for payment of any service rendered to the Company by the Director in a professional or technical capacity, other than in the capacity as Director.
- (b) Any payment to a director in accordance with Article 6.5(a) must:
 - (i) be approved by resolution of the Directors of the Company prior to payment; and
 - (ii) not be for more than an amount which is commercially reasonable having regard to the nature of the services being provided.

6.6 Interests of Directors

- (a) A Director may:
- (i) hold an office or place of profit (except as auditor) in the Company, on any terms as the Directors resolve;
 - (ii) hold an office or otherwise be interested in any related body corporate of the Company or other body corporate in which the Company is interested; or
 - (iii) act, or the Director's firm may act, in any professional capacity for the Company (except as auditor) or any related body corporate of the Company or other body corporate in which the Company is interested,
- and retain the benefits of doing so if the Director discloses in accordance with the Corporations Act the interest giving rise to those benefits.
- (b) If a Director discloses the interest of the Director in accordance with the Corporations Act:
- (i) the Director may contract or make an arrangement with the Company, or a related body corporate of the Company or a body corporate in which the Company is interested, in any matter in any capacity;
 - (ii) the Director may, subject to the Corporations Act, be counted in a quorum for a meeting of Directors considering the contract or arrangement;
 - (iii) the Director may, subject to the Corporations Act, vote on whether the Company enters into the contract or arrangement, and on any matter that relates to the contract or arrangement;
 - (iv) the Director may sign on behalf of the Company, or witness the affixing of the common seal of the Company to, any document in respect of the contract or arrangement;
 - (v) the Director may retain the benefits under the contract or arrangement; and
 - (vi) the Company cannot avoid the contract or arrangement merely because of the existence of the Director's interest.

7. Officers

7.1 Managing Director

- (a) The Directors may appoint one or more of themselves as a managing director, for any period and on any terms (including as to remuneration) as the Directors resolve.
- (b) Subject to any agreement between the Company and a managing director, the Directors may remove or dismiss a managing director at any time, with or without cause.
- (c) The Directors may delegate any of their powers (including the power to delegate) to a managing director.
- (d) The Directors may revoke or vary:

- (i) the appointment of a managing director; or
 - (ii) any power delegated to a managing director.
- (e) A managing director must exercise the powers delegated to him or her in accordance with any directions of the Directors.
 - (f) The exercise of a delegated power by a managing director is as effective as if the Directors exercised the power.
 - (g) A person ceases to be a managing director if the person ceases to be a Director.

7.2 Secretary

- (a) The Directors may appoint one or more Secretaries, for any period and on any terms (including as to remuneration) as the Directors resolve.
- (b) Subject to any agreement between the Company and a Secretary, the Directors may remove or dismiss a Secretary at any time, with or without cause.
- (c) The Directors may revoke or vary the appointment of a Secretary.

7.3 Indemnity and insurance

- (a) To the extent permitted by law, the Company may indemnify each Relevant Officer against:
 - (i) a Liability of that person; and
 - (ii) Legal Costs of that person.
- (b) To the extent permitted by law, the Company may make a payment (whether by way of advance, loan or otherwise) to a Relevant Officer in respect of Legal Costs of that person.
- (c) To the extent permitted by law, the Company may pay, or agree to pay, a premium for a contract insuring a Relevant Officer against:
 - (i) a Liability of that person; and
 - (ii) Legal Costs of that person.
- (d) To the extent permitted by law, the Company may enter into an agreement or deed with:
 - (i) a Relevant Officer; or
 - (ii) a person who is, or has been an officer of the Company or a subsidiary of the Company,

under which the Company must do all or any of the following:

 - (iii) keep books of the Company and allow either or both that person and that person's advisers access to those books on the terms agreed;
 - (iv) indemnify that person against any Liability of that person;
 - (v) make a payment (whether by way of advance, loan or otherwise) to that person in respect of Legal Costs of that person; and

- (vi) keep that person insured in respect of any act or omission by that person while a Relevant Officer or an officer of the Company or a subsidiary of the Company, on the terms agreed (including as to payment of all or part of the premium for the contract of insurance).

8. Powers of the Company and Directors

8.1 General powers

- (a) The Company may exercise in any manner permitted by the Corporations Act any power which a public company limited by guarantee may exercise under the Corporations Act.
- (b) The business of the Company is managed by or under the direction of the Directors.
- (c) The Directors may exercise all the powers of the Company except any powers that the Corporations Act or this Constitution requires the Company to exercise in general meeting.

8.2 Execution of documents

- (a) If the Company has a common seal, the Company may execute a document if that seal is fixed to the document and the fixing of that seal is witnessed by:
 - (i) 2 Directors;
 - (ii) a Director and a Secretary; or
 - (iii) a Director and another person appointed by the Directors for that purpose.
- (b) The Company may execute a document without a common seal if the document is signed by:
 - (i) 2 Directors;
 - (ii) a Director and a Secretary; or
 - (iii) a Director and another person appointed by the Directors for that purpose.
- (c) The Company may execute a document as a deed if the document is expressed to be executed as a deed and is executed in accordance with Article 8.2(a) or 8.2(b).
- (d) The Directors may resolve, generally or in a particular case, that any signature on certificates for Members may be affixed by mechanical or other means.
- (e) Negotiable instruments may be signed, drawn, accepted, endorsed or otherwise executed by or on behalf of the Company in the manner and by the persons as the Directors resolve.

8.3 Committees and delegates

- (a) The Directors may delegate any of their powers (including this power to delegate) to a committee of Directors, a Director, an employee of the Company or any other person.
- (b) The Directors may revoke or vary any power delegated under Article 8.3(a).

- (c) A committee or delegate must exercise the powers delegated in accordance with any directions of the Directors.
- (d) The exercise of a delegated power by the committee or delegate is as effective as if the Directors exercised the power.
- (e) Article 9 applies with the necessary changes to meetings of a committee of Directors.

8.4 Attorney or agent

- (a) The Directors may appoint any person to be attorney or agent of the Company for any purpose, for any period and on any terms (including as to remuneration) as the Directors resolve.
- (b) The Directors may delegate any of their powers (including the power to delegate) to an attorney or agent.
- (c) The Directors may revoke or vary:
 - (i) an appointment under Article 8.4(a); or
 - (ii) any power delegated to an attorney or agent.

9. Proceedings of Directors

9.1 Written resolutions of Directors

- (a) The Directors may pass a resolution without a meeting of the Directors being held if all the Directors entitled to vote on the resolution assent to a document containing a statement that they are in favour of the resolution set out in the document.
- (b) Separate copies of the document referred to in Article 9.1(a) may be used for assenting to by Directors if the wording of the resolution and the statement is identical in each copy.
- (c) A Director may signify assent to a document under this Article 9.1 by signing the document or by notifying the Company of the assent of the Director:
 - (i) in a manner permitted by Article 10.3; or
 - (ii) by any technology including telephone.
- (d) Where a Director signifies assent to a document under Article 9.1(c) other than by signing the document, the Director must by way of confirmation sign the document before or at the next meeting of Directors attended by that Director.
- (e) The resolution the subject of a document under Article 9.1(b) is not invalid if a Director does not comply with Article 9.1(d).

9.2 Meetings of Directors

- (a) The Directors may meet, adjourn and otherwise regulate their meetings as they think fit.
- (b) A meeting of Directors may be held using any technology consented to by a majority of the Directors.
- (c) The consent of a Director under Article 9.2(b):

- (i) may be for all meetings of Directors or for any number of meetings; and
 - (ii) may only be withdrawn by that Director within a reasonable period before a meeting of Directors.
- (d) If a meeting of Directors is held in 2 or more places linked together by any technology:
- (i) a Director present at one of the places is taken to be present at the meeting unless and until the Director states to the chairperson of the meeting that the Director is discontinuing her or her participation in the meeting; and
 - (ii) the chairperson of that meeting may determine at which place the meeting will be taken to have been held.

9.3 Who can call meetings of Directors

- (a) A Director may call a meeting of Directors at any time.
- (b) On request of any Director, a Secretary of the Company must call a meeting of the Directors.

9.4 How to call meetings of Directors

- (a) Notice of a meeting of Directors must be given to each Director and Alternate Director.
- (b) A notice of meeting of Directors must:
 - (i) set out the place, date and time for the meeting (and, if the meeting is to be held in 2 or more places, the technology that will be used to facilitate this); and
 - (ii) state the general nature of the business of the meeting.
- (c) The Company must give not less than 48 hours notice of a meeting of Directors, unless all Directors agree otherwise.
- (d) A Director or Alternate Director may waive notice of a meeting of Directors by notice in writing to the Company to that effect.

9.5 Quorum

- (a) Subject to the Corporations Act, a quorum for a meeting of Directors is:
 - (i) if the Directors have fixed a number for the quorum, that number of Directors; and
 - (ii) in any other case, fifty percent (50%) of the Directors entitled to vote on a resolution that may be proposed at that meeting, provided that such number is not less than two.
- (b) In determining whether a quorum for a meeting of Directors is present:
 - (i) where a Director has appointed an Alternate Director, that Alternate Director is counted if the appointing Director is not present;

- (ii) where a person is present as Director and an Alternate Director for another Director, that person is counted separately provided that there is at least one other Director or Alternate Director present; and
 - (iii) where a person is present as an Alternate Director for more than one Director, that person is counted separately for each appointment provided that there is at least one other Director or Alternate Director present.
- (c) A quorum for a meeting of Directors must be present at all times during the meeting.
 - (d) If there are not enough persons to form a quorum for a meeting of Directors, one or more of the Directors (including those who have an interest in a matter being considered at that meeting) may call a general meeting of the Company and the general meeting may pass a resolution to deal with the matter.

9.6 Chairperson

- (a) The Directors may elect a Director as chairperson of Directors or deputy chairperson of Directors for any period they resolve, or if no period is specified, until that person ceases to be a Director.
- (b) The Directors may remove the chairperson of Directors or deputy chairperson of Directors at any time.
- (c) The chairperson of Directors must (if present within 15 minutes after the time appointed for the holding of the meeting and willing to act) chair each meeting of Directors.
- (d) If:
 - (i) there is no chairperson of Directors; or
 - (ii) the chairperson of Directors is not present within 15 minutes after the time appointed for the holding of a meeting of Directors; or
 - (iii) the chairperson of Directors is present within that time but is not willing to chair all or part of that meeting,

then if the Directors have elected a deputy chairperson of Directors, the deputy chairperson of Directors must (if present within 15 minutes after the time appointed for the holding of the meeting and willing to act) chair all or part of the meeting of Directors.
- (e) Subject to Articles 9.6(c) and 9.6(d), if:
 - (i) there is no deputy chairperson of Directors; or
 - (ii) the deputy chairperson of Directors is not present within 15 minutes after the time appointed for the holding of a meeting of Directors; or
 - (iii) the deputy chairperson of Directors is present within that time but is not willing to chair all or part of that meeting,

the Directors present must elect one of themselves to chair all or part of the meeting of Directors.

- (f) A person does not cease to be a chairperson of Directors or deputy chairperson of Directors if that person retires as a Director at a meeting of Members and is re-elected as a Director at that meeting.

9.7 Resolutions of Directors

- (a) A resolution of Directors is passed if more votes are cast in favour of the resolution than against it.
- (b) Subject to Article 6.6 and this Article 9.7, each Director has one vote on a matter arising at a meeting of the Directors.
- (c) In determining the number of votes a Director has on a matter arising at a meeting of Directors:
 - (i) where a person is present as Director and an Alternate Director for another Director, that person has one vote as a Director and, subject to Article 6.4(e), one vote as an Alternate Director; and
 - (ii) where a person is present as an Alternate Director for more than one Director, that person has, subject to Article 6.4(e), one vote for each appointment.
- (d) Subject to the Corporations Act, in case of an equality of votes on a resolution at a meeting of Directors, the chairperson of that meeting has a casting vote on that resolution in addition to any vote the chairperson has in his or her capacity as a Director in respect of that resolution.

10. Notices

10.1 Notice to Members

- (a) The Company may give Notice to a Member:
 - (i) in person;
 - (ii) by sending it by post to the address of the Member in the Register or the alternative address (if any) nominated by that Member;
 - (iii) by sending it to the fax number or electronic address (if any) nominated by that Member;
 - (iv) if permitted by the Corporations Act, by sending it by other electronic means (if any) nominated by that Member; or
 - (v) by any other means permitted by the Corporations Act.
- (b) If the address of a Member in the Register is not within Australia, the Company must send all documents to that Member by air-mail, air courier or by fax.
- (c) Subject to the Corporations Act, a Notice to a Member is sufficient, even if:
 - (i) the Member is deregistered under the laws of the jurisdiction of its registration; or
 - (ii) that Member is an externally administered body corporate,and regardless of whether or not the Company has notice of that event.

- (d) Any Notice required or allowed to be given by the Company to one or more Members by advertisement is, unless otherwise stipulated, sufficiently advertised if advertised once in a daily newspaper circulating in the states and territories of Australia.

10.2 Notice to Directors

The Company may give Notice to a Director or Alternate Director:

- (a) in person;
- (b) by sending it by post to the usual residential address of that person or the alternative address (if any) nominated by that person;
- (c) by sending it to the fax number or electronic address (if any) nominated by that person; or
- (d) by any other means agreed between the Company and that person.

10.3 Notice to the Company

A person may give Notice to the Company:

- (a) by leaving it at the registered office of the Company;
- (b) by sending it by post to the registered office of the Company;
- (c) by sending it to the fax number at the registered office of the Company nominated by the Company for that purpose;
- (d) by sending it to the electronic address (if any) nominated by the Company for that purpose; or
- (e) by any other means permitted by the Corporations Act.

10.4 Time of service

- (a) A notice sent by post to an address within Australia is taken to be given:
 - (i) in the case of a notice of meeting, one Business Day after it is posted; or
 - (ii) in any other case, at the time at which the notice would be delivered in the ordinary course of post.
- (b) A notice sent by post or air-mail to an address outside Australia is taken to be given:
 - (i) in the case of a notice of meeting 5 Business Days after it is posted; or
 - (ii) in any other case, at the time at which the notice would be delivered in the ordinary course of post.
- (c) A notice sent by air courier to a place outside Australia is taken to be given 2 Business Days after delivery to the air courier.
- (d) A notice sent by fax is taken to be given on the Business Day it is sent, provided that the sender's transmission report shows that the whole notice was sent to the correct fax number.

- (e) If the Corporations Act permits a notice of meeting to be given to a Member by notifying the Member (using the nominated notification means of that Member):
 - (i) that the notice of meeting is available; and
 - (ii) how the Member may use the nominated access means of that Member to access the notice of meeting,

the notice of meeting is taken to be given on the Business Day after the day on which the Member is notified that the notice of meeting is available.
- (f) The giving of a notice by post, air-mail or air courier is sufficiently proved by evidence that the notice:
 - (i) was addressed to the correct address of the recipient; and
 - (ii) was placed in the post or delivered to the air courier.
- (g) A certificate by a Director or Secretary of a matter referred to in Article 10.4(f) is sufficient evidence of the matter, unless it is proved to the contrary.

10.5 Signatures

The Directors may decide, generally or in a particular case, that a notice given by the Company be signed by mechanical or other means.

Schedule 1

1. Definitions

In this Constitution:

Affiliate means a person or organisation whose name is entered in the Register as an Affiliate of the Company. An Affiliate may be resident in Australia or overseas. An Affiliate is not entitled to vote in a general meeting of the Company.

Alternate Director means a person for the time being holding office as an alternate director of the Company under Article 6.4.

Business Day means a day except a Saturday, Sunday or public holiday in the Australian Capital Territory.

Company means First Voice Australia.

Corporations Act means the Corporations Act 2001 (Commonwealth), except to the extent of any exemption, modification, declaration or order made in respect of that legislation which applies to the Company.

Directors means the directors of the Company for the time being.

Expulsion Event means, in respect of a Member:

- (a) the Member has intentionally, recklessly or negligently breached a provision of this Constitution;
- (b) the conduct of the Member, in the opinion of the Directors, is unbecoming of the Member or prejudicial to the interests or reputation of the Company; or
- (c) the Member is, or any step is taken for the Member to become, either an insolvent under administration or an externally administered body corporate.

Fees means the fees and levies referred to in Article 4.2(a).

Foundation Member means any one or more of the following incorporated entities:

- (a) Cora Barclay Centre Incorporated ABN 44 598 581 496;
- (b) Hear and Say, Centre for Deaf Children Limited ACN 32 058 430 069;
- (c) The Advisory Council for Children with Impaired Hearing (Victoria) ABN 80 004 856 053;
- (d) Telethon Speech and Hearing Centre for Children WA (Inc) ABN 73 885 107 614; and
- (e) The Shepherd Centre ABN 61 000 699 927.

Legal Costs of a person means legal costs incurred by that person in defending an action for a Liability of that person.

Liability of a person means any liability incurred by that person as an officer of the Company or a subsidiary of the Company.

Member means an incorporated entity whose name is entered in the Register as a member of the Company.

Notice means a notice given pursuant to, or for the purposes of, this Constitution or the Corporations Act.

Prescribed Notice means 21 days or any shorter period of notice for a meeting allowed under the Corporations Act.

Register means the register of Members kept under the Corporations Act and, where appropriate, includes any branch register.

Relevant Officer means a person who is, or has been, a Director or Secretary.

Secretary means a company secretary of the Company for the time being.

2. Interpretation

- (a) In this Constitution:
- (i) a reference to a meeting of Members includes a meeting of any class of Members;
 - (ii) a Member is taken to be present at a meeting of Members if the Member is present in person or by proxy, attorney or representative;
 - (iii) the word "**person**" includes an individual, the estate of an individual, a corporation, an authority, an association or a joint venture (whether incorporated or unincorporated), a partnership and a trust;
 - (iv) a reference to something being "**written**" or "**in writing**" includes that thing being represented or reproduced in any mode in a visible form; and
 - (v) where a notice or document is required by this Constitution to be signed, that notice or document may be authenticated by any other manner permitted by the Corporations Act or any other law, instead of being signed.
- (b) In this Constitution, headings are for convenience only and do not affect interpretation, and unless the context indicates a contrary intention:
- (i) words importing the singular include the plural (and vice versa);
 - (ii) words indicating a gender include every other gender;
 - (iii) where a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning; and
 - (iv) the word "**includes**" in any form is not a word of limitation.
- (c) Unless the context indicates a contrary intention, in this Constitution:
- (i) a reference to an Article or a schedule is to an article or a schedule of this Constitution;
 - (ii) a reference in a schedule to a clause is to a clause of that schedule;
 - (iii) a schedule is part of this Constitution; and
 - (iv) a reference to this Constitution is to this Constitution (and where applicable any of its provisions) as modified or repealed from time to

time.

- (d) Unless the context indicates a contrary intention, in this Constitution, a reference to any statute or to any statutory provision includes any statutory modification or re-enactment of it or any statutory provision substituted for it, and all ordinances, by-laws, regulations, rules and statutory instruments (however described) issued under it.
- (e) Unless the context indicates a contrary intention:
 - (i) an expression in a provision of this Constitution that deals with a matter dealt with by a provision of the Corporations Act has the same meaning as in that provision of the Corporations Act; and
 - (ii) an expression in a provision of this Constitution that is defined in section 9 of the Corporations Act has the same meaning as in that section.

2. Exercise of powers

Where this Constitution confers a power or imposes a duty, then, unless the contrary intention appears, the power may be exercised and the duty must be performed from time to time as the occasion requires.

3. Severing invalid provisions

If at any time any provision of this Constitution is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, that does not affect or impair:

- (a) the legality, validity or enforceability in that jurisdiction of any other provision of this Constitution; or
- (b) the legality, validity or enforceability under the law of any other jurisdiction of that or any other provision of this Constitution.

4. Enforcement

Each Member submits to the non-exclusive jurisdiction of the courts of the Australian Capital Territory, the Federal Court of Australia and the courts competent to determine appeals from those courts with respect to any proceedings that may be brought at any time relating to this Constitution.