



diabetes
australia

**CONSTITUTION OF
DIABETES AUSTRALIA LIMITED**

ABN 47 008 528 461
28 January 2021

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PRELIMINARY

1 DEFINITIONS AND INTERPRETATION

1.1 In this Constitution unless the contrary intention appears:

“ADS” means Australian Diabetes Society Limited;

“ADEA” means Australian Diabetes Educators’ Association Limited;

“Alternate Director” means a person appointed as an alternate director under clause 39;

“Associate Member” means a body corporate admitted as an Associate Member by the Board under clause 11;

“Auditor” means the Company’s auditor;

“Authorised Deposit-taking Institution” has the meaning given in the *Banking Act 1959 (Cwlth)*;

“Board” means the board of Directors of the Company acting as a board;

“Board Skills Matrix” means the document maintained by the Board under clause 25.5;

“Company” means Diabetes Australia;

“Company Secretary” means any person appointed by the Directors to perform any of the duties of a secretary of the Company and if there are joint secretaries, any one or more of such joint secretaries;

“Control” means the ability to appoint all directors and the ability to pass a special resolution at a general meeting.

“Constitution” means the constitution of the Company as amended from time to time;

“Delegate” means a person appointed as such under clause 15;

“Director” includes any person occupying the position of director of the Company and, where appropriate, includes an Alternate Director;

“Directors” means all or some of the Directors acting as a board;

“Effective Date” means the date on which this Constitution is adopted by the Company (through modification of the Company’s prior constitution);¹

¹ This constitution was adopted at an Extraordinary General Meeting held on 28 January 2021

“First AGM” means the first annual general meeting held by Company after the Effective Date;

“Founding Life Members” means those persons set out in of Schedule 3;

“General Member” means:

- (a) a member of the Company as at the Effective Date (other than a Member Organisation, Associate Member, Founding Life Member or Honorary Life Member); or
- (b) an individual who becomes a General Member in accordance with clause 7.5 or clause 12;

“Health Professional Director” means a person appointed as a Director under clause 28;

“Honorary Life Members” means any person, organisation or corporation admitted as an Honorary Life Member under clause 12.6;

“Independent Director” means a person appointed as a Director under clause 26;

“Initial Director” means the persons listed in Schedule 2;

“Law” means the *Corporations Act 2001* (Cth);

“Member” means a General Member, a Member Organisation, a Reciprocal General Member, an Associate Member, a Founding Life Member and an Honorary Life Member;

“Member Organisation” means each organisation set out in Schedule 1;

“Merging Organisation” means a Member Organisation from the time clause 14.1(g) applies to it. A Member Organisation ceases to be a Member Organisation and becomes a Merging Organisation from the time clause 14.1(g) applies to it;

“Nominations Committee” means the People and Culture Committee or such other committee as determined by the Board;

“Nominee Director” means a Director appointed by a Member Organisation that is a State or Territory Organisation;

“Office” means the Company’s registered office;

“Register” means the register of Members of the Company;

“Registered Address” means the last known address of a Member as noted in the Register;

“Reciprocal General Member” means the members (who are natural persons) who are admitted as Reciprocal General Members under clause 7.4;

“Retiring Director” means an Initial Director listed in Schedule 2 who is to retire after a Member Organisation becomes a Merging Organisation;

“Special Matter” means a matter for decision by the Board that may materially affect the operations of ADS or ADEA or diabetes health professionals, their services, financial position or funding including:

- (a) the appointment and/or removal of directors of ADS or ADEA;
- (b) the approval for ADS or ADEA to:
 - (i) borrow, raise money or enter into another form of financial accommodation; or
 - (ii) invest other than in deposits with an Authorised Deposit-taking Institution;
- (c) the purchase or sale of a major asset (such as real property);
- (d) amendments to the Constitution of ADS or ADEA;
- (e) a resolution to wind up ADS or ADEA; or
- (f) the approval of any annual plan/budget for ADS or ADEA with a deficit outcome;

“Special Resolution” means a resolution of which notice as set out in section 249L of the *Corporations Act 2001* (Cth) has been given, and that has been passed by at least 75% of the votes cast by members entitled to vote on the resolution;

“Staged Unification” means the merger or consolidation of Diabetes Australia and Merging Organisations, to be given effect by the adoption of this Constitution and the actions of respective Merging Organisations;

“State or Territory Organisation” means those organisations identified as such in Schedule 1;

“Subscription” means the annual charge for the operation of the Company which may be imposed on Members under clause 13;

“Third Annual General Meeting” means the third annual general meeting of the Company after the Effective Date; and

“Transferring Member” means a member of a Merging Organisation.

1.2 In this Constitution, unless the contrary intention appears:

- (a) the singular includes the plural and vice versa and words importing a gender include other genders;
- (b) words importing natural persons include corporations;

- (c) words and expressions defined in the Law have the same meaning in this Constitution;
- (d) headings are for ease of reference only and do not affect the construction of this Constitution; and
- (e) a reference to the Law is a reference to the Law as modified or amended from time to time.

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

2 THE COMPANY

2.1 The Company is the national organisation supporting people with diabetes, families and support persons and their communities, and health professionals and researchers particularly concerned with the treatment and prevention of diabetes.

2.2 The Company:

- (a) must only pursue charitable pursuits in carrying out its objects, and must apply its income only in promoting those purposes;
- (b) may not make distributions of income or property to its Members, other than a Member that is a public benevolent institution for use in that Member's public benevolent activities;
- (c) subject to clause 6 may not pay fees to its Directors; and
- (d) must approve by a resolution of its Directors any other payment to a Director, except as described in clause 6.

2.3 The Company has all of the capacities and powers conferred by section 124 of the Law.

3 OBJECTS

The principal objects of the Company are to:

- (a) minimise the impact of diabetes in the Australian community through:
 - (i) providing information, resources, education and support for people living with diabetes, their support persons and those at risk in the community;
 - (ii) providing information, resources and education for diabetes health professionals supporting people living with diabetes;
 - (iii) promoting, supporting and funding research into all aspects of diabetes ;
 - (iv) encouraging and advancing the prevention and early detection of diabetes;

- (v) advocating for and facilitating equitable access to appropriate and effective treatment and management for all people living with diabetes; and
- (vi) advocating for diabetes health professional workforce development and opportunities and program and service funding and support;
- (b) providing a national voice on diabetes on behalf of all Australians living with or affected by diabetes, their supporters, diabetes health professionals, diabetes researchers and research organisations with an interest in diabetes;
- (c) liaising with the International Diabetes Federation, World Health Organisation and other country diabetes associations to advance the causes of people living with diabetes;
- (d) supporting the Member Organisations; and
- (e) undertaking all necessary activities to achieve the principal objects of the Company.

4 PATRON

The Company in general meeting may appoint one or more eminent persons as its patrons. The patrons are to be identified on the official correspondence of the Company, and otherwise are to have such recognition and dignities as may be agreed between the patron and the Company.

5 INCOME AND PROPERTY OF THE COMPANY

- 5.1 The income and property of the Company will only be applied towards the promotion of the objects of the Company set out in clause 3.
- 5.2 No income or property will be paid or transferred directly or indirectly to any Member of the Company (other than a Member Organisation that is a public benevolent institution for use in the conduct of the Member Organisation's activities that align with the objects of the Company) except for:
 - (a) payments in return for any services rendered or goods supplied in the ordinary and usual course of business to the Company; or
 - (b) the payment of interest on moneys borrowed from any Member, at a rate not exceeding from time to time the Company's overdraft rates of interest paid for moneys borrowed from its bankers.
- 5.3 No employee of the Company or of a Member Organisation or Associate Member may be a Delegate, a proxy for a Delegate or a Director. A Founding Life Member or an Honorary Life Member (if a natural person) may be a Delegate, a proxy for a Delegate or a Director if appointed in accordance with this Constitution.

6 PAYMENTS TO DIRECTORS

No payment will be made to any Director of the Company except:

- (a) reasonable out of pocket expenses incurred by the Director in the performance of any duty as Director of the Company;
- (b) a payment for any service rendered to the Company by a Director in a professional or technical capacity other than in the capacity as Director, where the provision of the service and the amount payable has the prior approval of the Directors of the Company;
- (c) a payment relating to an indemnity in favour of the Director and permitted by section 199A of the Corporations Law or a contract of insurance permitted by section 199B; or
- (d) a payment to a Director (including the President) under clause 31.1.

7 ADMISSION OF MEMBERS

7.1 The number of Members of the Company proposed to be registered is unlimited.

7.2 The categories of Members of the Company are as follows:

- (a) General Members;
- (b) Member Organisations;
- (c) Reciprocal General Members;
- (d) Associate Members;
- (e) Founding Life Members; and
- (f) Honorary Life Members.

7.3 For the purposes of the Staged Unification, a Transferring Member becomes a General Member of the Company when:

- (a) the Transferring Member applies for membership; or
- (b) the Merging Organisation as the Transferring Member's agent or attorney, submits an application for the Transferring Member to become a General Member, and that application is accepted by the Company in accordance with clause 12. In the case of Transferring Members other than members of ADS or ADEA, the Company will only accept the application if the Transferring Member ceases to be a member of the Merging Organisation. In the case of Transferring Members of ADS and ADEA the Transferring Member will retain their membership of ADS or ADEA.

7.4 A member of a Member Organisation which has not become a Merging Organisation may apply for admission as a Reciprocal General Member.

- 7.5 A Reciprocal General Member will have their membership converted to that of a General Member if the Member Organisation of which they are a member:
- (a) ceases to be a member the Company and does not become a Merging Organisation; or
 - (b) becomes a Merging Organisation.
- 7.6 No application fee is payable in respect of the admission of a Reciprocal General Member or on the conversion of a Reciprocal General Member to General Membership.

8 GENERAL MEMBERS

A General Member:

- (a) is entitled to receive notice of, and to attend, general meetings of the Company;
- (b) has the right to vote at general meetings in accordance with clause 23; and
- (c) is required to pay an application fee (if not a Transferring Member) and Subscription (if any) in accordance with clause 13.

9 MEMBER ORGANISATIONS

A Member Organisation:

- (a) is entitled to receive notice of, and to attend, general meetings of the Company;
- (b) has the right to vote at general meetings, subject to clause 23; and
- (c) is required to pay an application fee and Subscription (if any) in accordance with clause 13.

10 RECIPROCAL GENERAL MEMBERS

A Reciprocal General Member:

- (a) is entitled to receive notice of, and to attend general meetings of the Company; and
- (b) has the right to vote at general meetings of the Company at which the Company is considering a change to the Constitution or the appointment of auditors.

11 ASSOCIATE MEMBERS

- (a) The Board may by resolution appoint as an Associate Member a body corporate that is working in a field related or similar to the objects of the Company, or which the Company considers to be one that will assist the

Company to further its objects in overcoming the condition of diabetes, its problems and treatment.

(b) An Associate Member:

- (i) is entitled to receive notice of, and to attend, general meetings of the Company;
- (ii) does not have any right to vote at general meetings of the Company; and
- (iii) is required to pay an application fee and Subscription (if any) in accordance with clause 13.

12 APPLICATIONS FOR MEMBERSHIP

- 12.1 The Board may decide from time to time on the form, contents and signature requirements for the application for membership of any category of membership.
- 12.2 The Company must not accept an application for membership in the Member Organisation category (which is a closed class of membership limited to those members listed in Schedule 1).
- 12.3 If the Company rejects any application it may not be required to give any explanation for the rejection.
- 12.4 An applicant will become a Member of the Company in the category applied for and approved by the Board upon payment of the application fee determined by the Board from time to time (if any) in accordance with clause 13.1.
- 12.5 The rights and privileges of every Member will be personal to each Member and are not transferable.
- 12.6 The Company may in general meeting by ordinary resolution and upon the recommendation of the Board appoint as an Honorary Life Member an organisation or a person who in the opinion of the Company has rendered eminent service to the Company or to the cause of overcoming diabetes, or in supporting the interests of people with diabetes.
- 12.7 An Honorary Life Member or Founding Life Member is not liable to pay any annual Subscription and shall be entitled to receive notice of the annual general meeting of the Company and to attend thereat (in the case of an organisation, by representative) but is not entitled to speak (except at the invitation of the Chair) or to vote at any such meeting.

13 SUBSCRIPTIONS

- 13.1 The Board may from time to time determine the amount of an application fee (if any) and Subscription (if any) payable by each class of Member (which may vary as between classes).

- 13.2 Reciprocal General Members, Founding Life Members and Honorary Life Members are not required to pay any application fee or Subscription. Transferring Members are not required to pay an application fee.
- 13.3 Current ADS and ADEA members who are also General Members are not required to pay an additional application fee or Subscription (if any) under clause 13.1 if they have paid their subscription to ADS or ADEA.
- 13.4 The Board may from time to time determine the amount and due dates for payment of the Subscription payable by each General Member, Member Organisation and Associate Member. The amount of the Subscription will be payable in accordance with such formulas or calculations as the Board may from time to time resolve and will be due by such instalments and on such dates as the Board determines.
- 13.5 If a General Member, Member Organisation or Associate Member is admitted to membership during a financial year of the Company the Subscription for that Member will be such amount and will be payable by such instalments and on such dates as the Directors determine.
- 13.6 If a Member does not pay an instalment of their Subscription in full within 60 days after the it becomes due, the Directors:
- (a) must give the Member notice of that fact; and
 - (b) may resolve that all of the rights of the Member and of any Director nominated by the Member under the Constitution are suspended until the payment is made or until the Directors otherwise resolve, whichever is the earlier. Upon the passing of the resolution, the rights of the Member and any Director nominated by it are suspended.
- 13.7 If a Member does not pay an instalment of their Subscription in full within 60 days after the it becomes due, the Directors may declare that Member's membership forfeited, whereupon the Member ceases to be a member of the Company.
- 13.8 Any portion of a Subscription not paid within 60 days of the due date may be offset against any money owing by the Company to the Member, and the liability of the Company to the Member for such money is reduced by the amount of the unpaid instalment with effect from the due date for payment of the Subscription.

14 CEASING TO BE A MEMBER

- 14.1 Membership of the Company will cease:
- (a) In the case of Members other than Member Organisations, on and from the date that the Company Secretary receives written notice of the Member's intention to resign as a member of the Company, unless the notice is withdrawn with the approval of the Directors;
 - (b) in respect of a Member Organisation:
 - (i) on the date six months after the date that the Company Secretary receives written notice of intention of resignation from the Company

unless the notice is previously withdrawn with the approval of the Directors; or

- (ii) if the Company in general meeting resolves by a majority of 75% to terminate the membership of a Member Organisation whose conduct or circumstances in the opinion of the Board renders it undesirable that that Member Organisation continue to be a Member of the Company. The Member Organisation must be given at least 21 days' notice of the proposed resolution and must be given the opportunity to be heard at the meeting at which the resolution is proposed;
- (c) if the Member's membership is forfeited under clause 13.7;
- (d) if the Member has not paid their Subscription within 6 months of its due date;
- (e) where the Member is a natural person, if the Member:
 - (i) dies;
 - (ii) becomes mentally incapacitated or whose person or estate is liable to be dealt with in any way under the laws relating to mental health; or
 - (iii) is convicted of a serious criminal offence;
- (f) if a Member Organisation or Associate Member:
 - (i) has a receiver, controller, manager or liquidator appointed to the Member except for the purposes of reconstruction or administration while solvent; or
 - (ii) has an order made by a Court for the winding-up or deregistration of the Member;
- (g) in the case of a Member Organisation, when
 - (i) the Company receives notice from the Member Organisation confirming that the Member Organisation has determined by special resolution of the Member Organisation's members to amend its constitution in a manner that provides for the Company, on the resolution taking effect, to: become a member of the Member Organisation in a class of membership that provides the Company with Control; and
 - (ii) that resolution has taken effect.
- (h) in the case of a Reciprocal General Member, the person ceases to be a member of the Member Organisation in respect of which they are a Reciprocal General Member; or
- (i) in the case of a Member who is a natural person or an Associate Member, the Board resolves to remove that Member which it may do in its discretion if

it reasonably considers that the Member has or is likely to harm the reputation of the Company should they continue to be a Member.

14.2 Any Member ceasing to be a Member:

- (a) will not be entitled to a refund of any part of a Subscription; and
- (b) will remain liable to the Company for all Subscriptions and moneys which were due at the date of ceasing to be a Member.

15 DELEGATES

15.1 A Member Organisation may, by written notice to the Company Secretary:

- (a) appoint one natural person to act as its Delegate in all matters connected with the Company as permitted by the Law; and
- (b) remove and replace its Delegate.

15.2 A Delegate is entitled to:

- (a) exercise at a general meeting on behalf of that Member Organisation all the powers which the Member Organisation could exercise if it were a natural person; and
- (b) be counted towards a quorum on the basis that the Member Organisation is to be considered personally present at a general meeting by its Delegate.

15.3 A certificate executed in accordance with section 127 of the Law is rebuttable evidence of the appointment or of the removal of the appointment (as appropriate) of the Delegate.

15.4 The Chair of a general meeting may allow a Delegate to vote on the condition that he or she subsequently establishes his or her status as a Delegate within a period prescribed by and to the satisfaction of the Chair of the general meeting.

15.5 The appointment of a Delegate may set out restrictions on the Delegate's powers.

16 CALLING GENERAL MEETING

16.1 Any three Directors may, at any time, call a general meeting.

16.2 A Member may:

- (a) only request the Directors to call a general meeting in accordance with section 249D of the Law; and
- (b) not request or call and arrange to hold a general meeting except under section 249E or 249F of the Law.

16.3 Subject to the Law, general meetings may be held:

- (a) at one or more physical venues;

- (b) at one or more physical venues and using virtual meeting technology; or
- (c) using virtual meeting technology only.

17 NOTICE OF GENERAL MEETING

- 17.1 Subject to the provisions of the Law allowing general meetings to be held with shorter notice, at least 21 days' written notice (inclusive of the day on which the notice is served or deemed to be served and of the day for which notice is given) must be given to Members of any general meeting.
- 17.2 A notice calling a general meeting must:
- (a) specify the place, date and time of the meeting and if the meeting is to be held in two or more places simultaneously, the technology that will be used to facilitate this;
 - (b) state the general nature of the business to be transacted at the meeting; and
 - (c) specify a place and email address for the purposes of appointing a Delegate.
- 17.3 According to section 250R of the Law, a notice of an annual general meeting need not state that the business to be transacted at the meeting includes:
- (a) the consideration of the annual financial report, Directors' report and the Auditor's report;
 - (b) the confirmation of Member Organisation Delegates; or
 - (c) the appointment and fixing of the remuneration of the Auditor.
- 17.4 The Directors:
- (a) may postpone or cancel any general meeting whenever they think fit (other than a meeting called as the result of a request under clause 16.2); and
 - (b) must give notice of the postponement or cancellation to all persons referred to in clause 48.1 entitled to receive notices from the Company.
- 17.5 The accidental omission to send a notice of a general meeting (including a proxy appointment form) to any Member or the non-receipt of a notice (or form) by any Member does not invalidate the proceedings at or any resolution passed at the general meeting.

18 QUORUM AT GENERAL MEETING

- 18.1 No business may be transacted at a general meeting unless a quorum of Members is present, and where the meeting is held in two or more places at once in accordance with technology notified to Members when the meeting proceeds to business.
- 18.2 A quorum will be 5 Members.

- 18.3 If a quorum is not present within 30 minutes after the time appointed for a general meeting:
- (a) if the general meeting was called on the requisition of a Member, it is automatically dissolved; or
 - (b) in any other case:
 - (i) it will stand adjourned to the same time and place seven days after the meeting, or to another day, time and place determined by the Directors; and
 - (ii) if at the adjourned general meeting a quorum is not present within 30 minutes after the time appointed for the general meeting, the general meeting is automatically dissolved.

19 CHAIR

19.1 The President will be the Chair at every meeting of Members convened under this Constitution.

19.2 If:

- (a) There is no President at the time appointed for holding a meeting; or
- (b) the President is not present within 15 minutes after the time appointed for holding a meeting; or
- (c) the President is not able or willing to act as Chair of the meeting,

then the Members present at the meeting of Members may elect a Chair of the general meeting of the Members.

19.3 If there is a dispute at a general meeting about a question of procedure, the Chair may determine the question, unless overruled on a motion of dissent.

20 ADJOURNMENT

20.1 The Chair of a general meeting at which a quorum is present:

- (a) may adjourn the general meeting with the meeting's consent; and
- (b) must adjourn the general meeting if the meeting directs him or her to do so.

20.2 An adjourned general meeting may take place at a different venue from the initial general meeting.

20.3 The only business that can be transacted at a reconvened general meeting is the unfinished business of the initial general meeting.

20.4 Notice of an adjourned general meeting must only be given in accordance with clause 17.1 if a general meeting has been adjourned for more than 21 days.

21 DECISION ON QUESTIONS

- 21.1 Subject to the Law in relation to special resolutions, a resolution is carried if a majority of the votes cast on the resolution are in favour of the resolution.
- 21.2 A resolution put to the vote of a meeting is decided on a show of hands or by other means approved by the Directors, unless a poll is demanded in accordance with the Law.
- 21.3 Unless a poll is demanded:
- (a) a declaration by the Chair that a resolution has been carried, carried by a specified majority, or lost; and
 - (b) an entry to that effect in the minutes of the meeting,
- are conclusive evidence of the fact without proof of the number or proportion of the votes in favour of or against the resolution.
- 21.4 The demand for a poll may be withdrawn by the Member who demanded it.
- 21.5 A decision of a general meeting may not be impeached or invalidated on the ground that a person voting at the general meeting was not entitled to do so.

22 TAKING A POLL

- 22.1 A poll will be taken when and in the manner that the Chair directs.
- 22.2 The result of the poll will be the resolution of the meeting at which the poll was demanded.
- 22.3 The Chair may determine any dispute about the admission or rejection of a vote.
- 22.4 The Chair's determination, if made in good faith, will be final and conclusive.
- 22.5 A poll demanded on the election of the Chair or the adjournment of a general meeting must be taken immediately.
- 22.6 After a poll has been demanded at a general meeting, the general meeting may continue for the transaction of business other than the question on which the poll was demanded.

23 ENTITLEMENT TO VOTE

- 23.1 A Member (including a Delegate on behalf of a Member Organisation) is not entitled to vote at a general meeting if the Member's rights are suspended in accordance with clause 13.6.
- 23.2 Subject to clause 10, on any matter to be considered at a general meeting of the Company, each General Member, Member Organisation and Reciprocal General Member will have one vote.

24 OBJECTIONS

- 24.1 An objection to the eligibility of a voter may only be raised at the general meeting or adjourned general meeting at which the vote is tendered.
- 24.2 An objection must be referred to the Chair of the general meeting, whose decision is final.
- 24.3 A vote which the Chair does not disallow because of an objection is valid for all purposes.

25 BOARD COMPOSITION

25.1 Number of Directors

Subject to clause 25.2, the number of Directors is to be not less than five and not more than nine, unless more than nine are required to satisfy the requirements in clauses 25.3(d) or 25.3(e). The number of Directors is not to exceed ten at any time.

25.2 Change of number of Directors

Subject to the Law, the Company in general meeting may approve by ordinary resolution a proposal by the Board to increase or reduce the number of Directors.

25.3 Board composition

Subject to clause 25.4, from the First AGM, the Board will be comprised as follows:

- (a) the President appointed pursuant to clause 34;
- (b) two Health Professional Directors appointed pursuant to clause 28;
- (c) one Nominee Director appointed by each Member Organisation (being a State or Territory organisation) pursuant to clause 27;
- (d) such number of Independent Directors appointed pursuant to clause 26 that are necessary to ensure that, at all times, Independent Directors (including the President) collectively comprise not less than half of the Board; and
- (e) to the extent the Board determines it necessary to fulfill the requirements of the Board Skills Matrix maintained under clause 25.5, one Independent Director appointed pursuant to clause 26.4 (in addition to any appointed pursuant to clause 25.3(d)).

25.4 Initial Directors

On the Effective Date, the Board will be comprised of the Directors named in Schedule 2.

25.5 Board Skills Matrix

- (a) To assist the Board in evaluating the appropriateness of the Board's mix of qualifications, experience, expertise and diversity, the Board will maintain a Board Skills Matrix.
- (b) The Board Skills Matrix will set out:
 - (i) the experience, expertise, and personal attributes required or desired of Board members; and
 - (ii) the mix of qualifications, experience, expertise and diversity required of the Board.
- (c) The Board Skills Matrix is to be reviewed annually, and updated from time to time as the Board deems appropriate.

26 INDEPENDENT DIRECTORS

26.1 Election of Independent Directors at general meeting

The Company may, at a general meeting at which an Independent Director retires or otherwise vacates office, by resolution fill the vacated office by electing a person to that office.

26.2 Eligibility for appointment as an Independent Director

A person is not eligible for election as an Independent Director at a general meeting of the Company unless:

- (a) the person is of sound mind, physically and mentally capable of performing the functions of a Director and not disqualified from managing corporations under the Law;
- (b) the Nominations Committee has determined that the person has suitable experience to be able to effectively participate on the Board and the person satisfies the skill and diversity requirements set out in the Board Skills Matrix;
- (c) the person is not an employee of the Company and is free from any business or other relationship that could materially interfere (or could reasonably be perceived to materially interfere) with the independent exercise of that person's judgment; and
- (d) except for a person who is eligible for election or re-election under clause 26.3(c) or 26.4(b) or a person recommended for election as an Independent Director by the Directors, a consent to nomination signed by the person has been lodged at the Office at least 45 business days before the meeting, but no more than 90 business days before the meeting.

26.3 Rotation of Independent Directors

- (a) An Independent Director must not hold office without re-election past the third annual general meeting following their election. This is referred to as the Independent Director's **"Term"**.
- (b) At each annual general meeting any Independent Director who has held office for their Term must retire from office.
- (c) A retiring Independent Director holds office until the conclusion of the meeting at which that Independent Director retires but, subject to clause 29, is eligible for re-election.

26.4 Casual vacancy or additional Independent Director

- (a) The Board may at any time appoint any person to be an Independent Director, either to fill a casual vacancy or as an addition to the existing Directors, provided that the total number of Directors does not exceed the maximum number specified in clause 25.1 and the person satisfies the eligibility criteria in clause 26.2.
- (b) A Director appointed under this clause 26.4 holds office until the conclusion of the next annual general meeting of the Company but, subject to clause 29, is eligible for election at that meeting.

27 NOMINEE DIRECTORS

27.1 Appointment of Nominee Directors

- (a) A Member Organisation (that is a State or Territory organisation) may appoint a Nominee Director by giving to the Company and the Directors:
 - (i) a notice of the appointment and the date and time the appointment is to take effect; and
 - (ii) before a Nominee Director is appointed, a signed consent to act as a Director from the person nominated.
- (b) A failure to appoint a Director under this clause 27 does not constitute a waiver of the right to appoint a Director under this clause 27.

27.2 Eligibility for appointment as a Nominee Director

Each Nominee Director must be of sound mind, physically and mentally capable of performing the functions of a Director and must not be disqualified from managing corporations under the Law.

27.3 Replacement of Nominee Director

If a Nominee Director retires or is removed from the Board, a Member Organisation may appoint a replacement Nominee Director by giving to the Company:

- (a) a notice of the appointment and the date and time the appointment is to take effect; and

- (b) before a Nominee Director is appointed, a signed consent to act as a Director from the person nominated.

27.4 Removal of Nominee Director

- (a) A Member Organisation may, at any time, remove any Nominee Director that they have appointed in accordance with clause 27.1.
- (b) Any removal of a Nominee Director under clause 27.4(a) by a Member Organisation must be by written notice to the Company signed by or on behalf of the Member Organisation. The notice takes effect immediately on its receipt by the Company or at a later time specified in the notice.

27.5 Attenuation of duties of Nominee Director

A Nominee Director appointed by a Member Organisation has the right to have regard to, represent and act in the interests of the Member Organisation, provided that doing so is not inconsistent with that Director's duty to act in good faith and in the best interests of the Company as a whole.

27.6 Rotation of Nominee Directors

- (a) A Nominee Director must not hold office (without reappointment) for more than 3 years.
- (b) The maximum cumulative tenure of a Nominee Director is set out in clause 29(a).
- (c) The Nominee Director named in Schedule 2 is deemed to have taken office and to have been appointed on the Effective Date.

28 HEALTH PROFESSIONAL DIRECTORS

28.1 Appointment of Health Professional Directors

The Board will, by resolution, appoint a person to the office of Health Professional Director for a specified term not exceeding 3 years.

28.2 Nomination of Health Professional Directors

Prior to the appointment of a Health Professional Director each of ADS and ADEA must nominate to the Nominations Committee not less than three persons for potential appointment as a Health Professional Director.

28.3 Recommendations to the Board

The Nomination Committee will:

- (a) consider each person nominated to the Nominations Committee under clause 28.2 ("**Nominated Person**");
- (b) determine whether or not a Nominated Person has suitable experience to be able to effectively participate on the Board;

- (c) take into consideration the Board's skills mix and diversity requirements set out in the Board Skills Matrix, in making a determination under clause 28.3(b); and
- (d) make a recommendation to the Board in relation to the appointment of Health Professional Directors such that one person from the nominations proposed by each of ADS and ADEA is recommended. When replacing a Health Professional Director under clause 28.6, the replacement must be nominated by the same entity (ADS or ADEA) that nominated the director being replaced.

28.4 Eligibility for appointment as a Health Professional Director

To be eligible for appointment as a Health Professional Director a person:

- (a) must be of sound mind;
- (b) must be physically and mentally capable of performing the functions of a Director;
- (c) must not be disqualified from managing corporations under the Law;
- (d) must be a member of either ADS or ADEA; and
- (e) must not be a director or employee of ADS or ADEA.

28.5 Rotation of Health Professional Directors

- (a) A Health Professional Director must not hold office (without re-appointment) by the Board for more than 3 years.
- (b) The maximum cumulative tenure of a Health Professional Director is set out in clause 29(a).
- (c) Each Health Professional Director named in Schedule 2 is deemed to have taken office and to have been appointed on the Effective Date.

28.6 Replacement of Health Professional Director

If a Health Professional Director retires or is removed from the Board, the Board will appoint a replacement Health Professional Director in accordance with the process set out in clauses 28.1, 28.2 and 28.3.

29 TENURE

- (a) The maximum cumulative tenure for any Director is nine years (excluding in the case of the Directors listed in Schedule 2, the period prior to the First Annual General Meeting held following the Effective Date).
- (b) A Director who has served the maximum cumulative tenure in clause 29(a) must retire from office as a Director upon reaching that cumulative tenure and is not eligible for re-election sooner than a period of three years following their retirement.

30 RETIREMENT OF INITIAL DIRECTORS

- (a) When a Member Organisation becomes a Merging Organisation prior to the First AGM, the Initial Director listed in Schedule 2 who was nominated by that Merging Organisation will continue as a Director to the First AGM. These directors are referred to as **“Retiring Directors”**.
- (b) At least one Retiring Director must retire at the First AGM and where there is more than one Retiring Director, at least one third must retire at each of the next 3 AGMs after the Effective Date.
- (c) The Retiring Directors to retire at each AGM will be determined by agreement between them, or failing agreement, by the Company Secretary by a random process such as casting lots.
- (d) An Initial Director who is a Nominee Director of a Member Organisation that does not become a Merging Organisation prior to the First AGM holds office in accordance with clause 27 on the basis they were appointed at the first AGM following the Effective Date unless and until the Member Organisation becomes a Merging Organisation, in which case that director must retire at the next AGM.
- (e) A Retiring Director or a director who retires under clause 30(d) is, subject to other requirements of this constitution, eligible to stand for election as an Independent Director.

31 GENERAL PROVISIONS RELATING TO DIRECTORS

31.1 Remuneration for services as a Director

- (a) The Company may (in its absolute discretion) remunerate a Director for their services as a Director. The amount of annual remuneration for any Director (inclusive of superannuation) is to be determined by the Board on reasonable commercial terms commensurate with similar not for profit organisations.
- (b) The total gross amount of remuneration (inclusive of superannuation) payable to all Directors (including the President) annually for undertaking their services and functions as Directors, must not exceed \$250,000 or such higher limit last approved by an ordinary resolution of Members.

31.2 Superannuation contributions

If required by law, the Company may make contributions to a fund for the purpose of making provision for or obtaining superannuation benefits for a Director. Such a contribution must form part of the remuneration approved under clause 31.1.

31.3 Expenses

A Director is entitled to be reimbursed out of the funds of the Company for their reasonable travelling, accommodation and other expenses incurred when travelling

to or from meetings of the Directors or a Committee or when otherwise engaged on the business of the Company.

32 NOMINATION COMMITTEE

The Directors must form a nomination committee consisting of not less than three Directors ("**Nomination Committee**") for the purposes of making the recommendations referred to in clause 28.3 or the nomination referred to in clause 34.2.

33 VACATION OF OFFICE

The office of a Director immediately becomes vacant if the Director:

- (a) is prohibited by the Law from holding office or continuing as a Director; or
- (b) has a person appointed under a law relating to the administration of estates of persons who through mental or physical incapacity are incapable of managing their affairs, to administer their estates, or becomes in the reasonable opinion of the Directors incapable of performing his or her duties; or
- (c) resigns by notice in writing to the Company; or
- (d) is removed by a resolution of the Company; or
- (e) is absent from two consecutive Directors' meetings without leave of absence from the Directors; or
- (f) is directly or indirectly interested in any material contract or proposed contract with the Company and fails to declare the nature of the interest as required by the Law; or
- (g) is appointed by a Member, whose membership ceases under clause 14; or
- (h) ceases to be a Director in accordance with clause 27.4.

33.2 The right of a Director to attend and vote at Director's meetings or to exercise any of the other powers of a Director of the Company are suspended during such time as the Member appointing that Director is suspended under clause 13.

34 PRESIDENT

34.1 To the extent permitted by law, this clause 34 applies notwithstanding any other provision of this Constitution, and prevails over any other provision of this Constitution to the extent of any inconsistency.

34.2 When a vacancy in the office of the President of the Company arises or is expected to arise, the Nomination Committee must nominate a candidate for appointment as President by the Directors. A candidate nominated for appointment as President must not be a person who is a:

- (a) member of any Member Organisation or Associate Member; nor
- (b) current or past (within 3 years) Director of any current or past Member Organisation.

34.3 A candidate nominated by the Nomination Committee under clause 34.2 may only be appointed as President by a resolution of the Board passed by:

- (a) at least 75% of the Directors present and voting at the meeting; and
- (b) at least 50% of the Independent Directors present and voting at the meeting.

34.4 The President is a Director of the Company. Subject to clause 34.5, on any matter on which Directors are entitled to vote, the President (or any other person appointed to act as Chair under clause 34.6) has one deliberative vote only and does not have a casting vote.

34.5 The President may not vote on a resolution to appoint, reappoint or remove the President.

34.6 The President shall act as Chair of all meetings of Directors convened under this Constitution. In the event that:

- (a) there is no President at the time appointed for holding a meeting; or
- (b) the President is not present within 15 minutes after the time appointed for holding a meeting; or
- (c) the President is not able or willing to act as Chair of a meeting,

then the Directors present at a meeting of Directors may elect a Chair for the purposes of that meeting.

34.7 The President will be appointed for a term of three years unless a shorter period is specified in the resolution of appointment.

34.8 A President may be re-appointed for up to two further three year terms by a resolution of the Board passed by at least 75% of Directors present and voting at the meeting or for such shorter period as may be specified in the resolution of re-appointment.

34.9 The President may be removed from office by a resolution of Directors passed by at least 75% of Directors present and voting at the meeting.

35 POWERS AND DUTIES OF DIRECTORS

35.1 The business of the Company is managed by the Directors who may exercise all powers of the Company that this Constitution and the Law do not require to be exercised by the Company in general meeting.

35.2 The Directors may exercise all the powers of the Company:

- (a) to borrow money;

- (b) to charge any property or business of the Company;
- (c) to issue debentures or give any other security for a debt; liability or obligation of the Company or of any other person;
- (d) to guarantee or to become liable for the payment of money or the performance of any obligation by or of any other person; and
- (e) to make by laws for the conduct of the Company's affairs, such by laws to be consistent with and subject to this Constitution;

and all other powers of the Company except those which by the Law or this Constitution must be exercised in general meeting.

36 DIRECTORS' MEETINGS

36.1

- (a) A Director may at any time, and the Company Secretary must on the request of a Director, call a Directors' meeting.
- (b) Subject to clause 36.1(c), a Directors' meeting may only be held if at least 48 hours' written notice of the meeting has been given to each Director.
- (c) A Directors' meeting called for the purpose of:
 - (i) clause 34.3 to appoint a President;
 - (ii) clause 34.8 to re-appoint a President; or
 - (iii) clause 34.9 to remove a President from office,

may only be held if at least 7 days' written notice of the meeting has been given to each Director.

36.2

- (a) Subject to the Law, a Directors' meeting may be held by the Directors communicating with each other by any technological means by which they are able simultaneously to communicate with each other and to participate in discussion.
- (b) The Directors need not all be physically present in the same place for a Directors' meeting to be held.
- (c) Subject to clause 37, a Director who participates in a meeting held in accordance with this Constitution is taken to be present and entitled to vote at the meeting.

- 36.3 The Directors may meet together, adjourn and regulate their meetings as they think fit.

- 36.4 Subject to clause 36.6, a quorum is two thirds of the Directors in office at the date of the meeting. In the case of a Special Matter, both Health Professional Directors must be present in order for there to be a quorum to determine that matter.
- 36.5 If a Special Matter is not able to be determined due to the quorum requirement in clause 36.4, the President or meeting Chair must defer the matter and schedule another meeting no less than 3 days and no more than 28 days hence. The quorum for that subsequent meeting will be two thirds of directors in office at that date being present.
- 36.6 If a quorum is present at the time the first item of business is transacted at a meeting and one or more Directors subsequently vacate(s) the meeting prior to consideration of a particular item of business due to a conflict of interest in respect of that item of business, the quorum requirement for that item of business is reduced by the number of Directors who vacate the meeting due to such conflict of interest, provided that at least two Directors remain. Before proceeding to other items of business the meeting must resume with the quorum stated in clause 36.4.
- 36.7 Where a quorum cannot be established for the consideration of a particular matter at a Directors' meeting, the Chair may call a general meeting of Members to deal with the matter.
- 36.8 Notice of a Directors' meeting may be given in writing, or the meeting may be otherwise called using any technology consented to by all the Directors.

37 VOTING AT DIRECTORS' MEETINGS

- 37.1 Subject to this Constitution, questions arising at a meeting of Directors are to be decided by a majority of votes of the Directors present and voting.
- 37.2 On any motion each Director may exercise one vote.

38 DIRECTORS' INTERESTS

- 38.1 No contract made by a Director with the Company and no contract or arrangement entered into by or on behalf of the Company in which any Director may be in any way materially interested is avoided or rendered voidable merely because of the Director holding office as a director or because of the fiduciary obligations arising out of that office, providing that the terms of the contract or arrangement or the particulars of the interest are disclosed to and approved by the Directors.
- 38.2 A Director who has a material personal interest in a matter that is being resolved at a Directors' meeting must declare that interest at the meeting and **must not:**
- (a) be present while the matter is being considered at the meeting; or
 - (b) vote on the matter,
- unless permitted by the Law to do so, in which case the Director may:

- (c) be counted in determining whether or not a quorum is present at any meeting of Directors considering that contract or arrangement or proposed contract or arrangement;
- (d) sign or countersign any document relating to that contract or arrangement or proposed contract or arrangement; and
- (e) vote in respect of, or in respect of any matter arising out of, the contract or arrangement or proposed contract or arrangement.

38.3 A Director may be or become a director or other officer of, or otherwise interested in, any related body corporate or any other body corporate promoted by the Company or in which the Company may be interested as a vendor, shareholder or otherwise and is not accountable to the Company for any remuneration or other benefits received by the Director as a director or officer of, or from having an interest in, that body corporate.

38.4 Subject to the provisions of this Constitution and to complying with the Law regarding disclosure of and voting on matters involving material personal interests, a Director may:

- (a) hold any office or place of profit in the Company, except that of auditor;
- (b) hold any office or place of profit in any other company, body corporate, trust or entity promoted by the Company or in which it has an interest of any kind;
- (c) enter into a contract or arrangement with the Company;
- (d) participate in any association, institution, fund, trust or scheme for past or present employees or directors of the Company or persons dependent on or connected with them;
- (e) act in a professional capacity (or be a member of a firm, or an officer or employee of a body corporate, which acts in a professional capacity) for the Company, except as auditor;
- (f) despite having an interest in a matter that is being considered at a meeting of Directors, be present at, participate in, vote on and be counted in a quorum at the meeting;
- (g) despite having an interest in a document, sign or participate in the execution of a document by or on behalf of the Company; and
- (h) do any of the above despite the fiduciary relationship of the Director's office:
 - (i) without any liability to account to the Company for any direct or indirect benefit accruing to the Director; and
 - (ii) without affecting the validity of any contract or arrangement.

A reference to the Company in this clause 38.4 is also a reference to any related body corporate of the Company.

39 ALTERNATE DIRECTORS

- 39.1 A Member Organisation (that is a State or Territory based organisation) may appoint any person who is a member of a Member Organisation as an Alternate Director for a period determined by the first Member Organisation.
- 39.2 ADS and ADEA may each appoint their President as an Alternate Director to the Health Professional Director who is a member of ADS or ADEA respectively.
- 39.3 An Alternate Director is not entitled to separate notice of Directors' meetings. The Company is only required to give notice to the Director, who is responsible for notifying the Alternate Director. If the Director is not present at a meeting, the Alternate Director is entitled to attend, be counted in a quorum and vote as a Director. A person may be appointed as alternate for more than one Director.
- 39.4 Except where specifically provided, the provisions of this Constitution, which apply to Directors, also apply to Alternate Directors.
- 39.5
- (a) The appointment of an Alternate Director may be revoked at any time by the appointer.
 - (b) An Alternate Director's appointment ends automatically when the Director for whom they are an alternate, ceases to hold office.
- 39.6 Any appointment or revocation under this clause must be notified in writing to the Company Secretary.

40 REMAINING DIRECTORS

- 40.1 The Directors may act even if there are vacancies on the Board.
- 40.2 If the number of Directors is not sufficient to constitute a quorum at a Directors' meeting, the Directors may act only to call a general meeting.

41 DELEGATION

- 41.1 The Directors may delegate any of their powers, other than those, which by law must be dealt with by the Directors as a board, to a person or a committee or committees and may at any time revoke any delegation.
- 41.2 Subject to any direction by the Directors, a committee may regulate its proceedings as it sees fit.

42 WRITTEN RESOLUTIONS

- 42.1 The Directors may pass a written resolution under this clause only where the subject matter of the resolution has been discussed previously at a meeting of Directors.

- 42.2 The Directors may pass a resolution in accordance with clause 42.1 without a Director's meeting being held if the majority of the Directors entitled to vote on the resolution sign a document containing a statement that they are in favour of the resolution set out in the document.
- 42.3 Separate copies of a document may be used for signing by Directors and may be in the form of a email or electronic transmission.
- 42.4 All Directors must be provided with the document setting out the resolution and given the opportunity to cast a vote. The resolution is passed when the Director who completes the majority signs the document and returns a copy to the Company.

43 VALIDITY OF ACTS OF DIRECTORS

If it is discovered that:

- (a) there was a defect in the appointment of a person as a Director, Alternate Director or member of a Directors' committee; or
- (b) a person appointed to one of those positions was disqualified,

all acts of the Directors or the Directors' committee before the discovery was made are as valid as if the person had been duly appointed and was not disqualified.

44 MINUTES AND REGISTERS

- 44.1 The Directors must cause minutes to be made of:
- (a) the names of the Directors present at all Directors' meetings and meetings of Directors' committees;
 - (b) all proceedings and resolutions of general meetings, Directors' meetings and meetings of Directors' committees;
 - (c) all resolutions passed by Directors in accordance with clause 42;
 - (d) all appointments and resignations of officers;
 - (e) all orders made by the Directors and Directors' committees; and
 - (f) all disclosures of interests made under clause 38.
- 44.2 Minutes must be signed by the Chair of the meeting or by the Chair of the next meeting of the relevant body.

45 COMPANY SECRETARY

- 45.1 There must be at least one Company Secretary of the Company appointed by the Directors for a term and at remuneration and on conditions determined by them.
- 45.2 The Company Secretary is entitled to attend and be heard on any matter at all Directors' and general meetings.

- 45.3 The Directors may, subject to the terms of the Company Secretary's employment contract, suspend, remove or dismiss the Company Secretary.

46 INSPECTION OF RECORDS

- 46.1 Except as otherwise required by the Law, the Directors may determine whether and to what extent, and at what times and places and under what conditions, the financial records and other documents of the Company or any of them will be open for inspection by Members or Delegates other than Directors.
- 46.2 A Member or Delegate other than a Director does not have the right to inspect any financial records or other documents of the Company unless the Member or Delegate is authorised to do so by a court order or a resolution of the Directors.

47 SERVICE OF NOTICES

- 47.1 Notice may be given by the Company to any person who is entitled to notice under this Constitution:
- (a) by serving it on the person; or
 - (b) by sending it by post, email or electronic notification to the person at the person's address shown in the Register or the address supplied by the person to the Company for sending notices to the person.
- 47.2 A notice sent by post is taken to be served:
- (a) by properly addressing, prepaying (if overseas by air mail) and posting a letter containing the notice; and
 - (b) in Australia, on the **third day** after the day on which it was posted.
- 47.3 A notice sent by email or electronic notification is taken to be served:
- (a) by properly addressing the email or electronic notification and transmitting it; and
 - (b) on the day after its dispatch.
- 47.4 If a Member has no Registered Address, a notice will be taken to be served on that Member 24 hours after it was posted on a notice board at the Office.

48 PERSONS ENTITLED TO NOTICE

- 48.1 Notice of every general meeting must be given to:
- (a) every Member;
 - (b) every Director; and
 - (c) the Auditor.
- 48.2 No other person is entitled to receive notice of a general meeting.

49 AUDIT AND ACCOUNTS

- 49.1 The Directors must cause the Company to keep written financial records in relation to the business of the Company in accordance with the requirements of the Law.
- 49.2 The Directors must cause the financial records of the Company to be audited in accordance with the requirements of the Law.

50 WINDING UP

- 50.1 If the Company is wound up:

- (a) each Member; and
- (b) each person who has ceased to be a Member in the preceding year,
undertakes to contribute to the property of the Company for the:
- (c) payment of debts and liabilities of the Company (in relation to a person who has ceased to be a Member, contracted before the person ceased to be a Member) and payment of costs, charges and expenses of winding up; and
- (d) adjustment of the rights of the contributories amongst themselves,

such amount as may be required, not exceeding \$50.00 for persons who became Members prior to the Effective Date and \$10.00 for persons who become Members after the Effective Date.

- 50.2 If any surplus remains following the winding up of the Company, the surplus will be given or transferred to one or more corporations to which income tax deductible gifts can be made and which, by their constitution, are:

- (a) required to apply profits (if any) or other income or property in promoting objects which are similar to, or inclusive of, the purposes in clause 3; and
- (b) prohibited from making any distribution to its members, such corporations to be determined by the Member Organisations in general meeting at or before the winding up and in default, by application to the Supreme Court for determination.

Such corporations may include a Member Organisation that satisfies the requirements of this clause.

- 50.3 If the Company is endorsed as a deductible gift recipient under Division 30 of the *Income Tax Assessment Act 1997* (Cth) and the endorsement is revoked, despite any other provision in this Constitution, all remaining gifts, deductible contributions and any money received in respect of such gifts and contributions must be transferred to a fund, authority or institution which:

- (a) falls within the description of an item in any of the tables in Subdivision 30-B of the *Income Tax Assessment Act 1997* (Cth);

- (b) has been established for charitable purposes; and
- (c) is endorsed as a deductible gift recipient under or for the purposes of the *Income Tax Assessment Act 1997* (Cth).

51 INDEMNITY

- 51.1 To the extent permitted by law and subject to the restrictions in section 199A of the Law, the Company indemnifies every person who is or has been an officer of the Company against any liability (other than for legal costs) incurred by that person as such an officer of the Company (including liabilities incurred by the officer as an officer of a subsidiary of the Company where the Company requested the officer to accept that appointment).
- 51.2 To the extent permitted by law and subject to the restrictions in section 199A of the Law, the Company indemnifies every person who is or has been an officer of the Company against reasonable legal costs incurred in defending an action for a liability incurred by that person as such an officer of the Company (including such legal costs incurred by the officer as an officer of a subsidiary of the Company where the Company requested the officer to accept that appointment).
- 51.3 For the purposes of this clause 51, 'officer' means:
 - (a) a Director; or
 - (b) a Company Secretary.

52 ADVISORY COUNCILS

The Board will establish and maintain certain Advisory Councils to provide considered advice, recommendations and counsel to the Board on a regular basis. These Advisory Councils will provide specialist experience or knowledge relating to diabetes management, prevention or support of people with diabetes, and diverse stakeholder perspectives.

The Advisory Councils will include:

- (a) **Community Advisory Council**

This Council will be part of a range of activities, structures and programs for the Company to engage with people living with diabetes to ensure that the Board and senior management of the Company understand the needs and views of people who have a deep understanding of the lived experience of diabetes. The Council will comprise up to 15 people with diverse experiences. The detailed terms of reference for the Community Advisory Council will form part of the Board Governance documents for Diabetes Australia.

- (b) **Health Professional Advisory Council**

This Council will be comprised of nominees from ADS and ADEA with up to 5 people nominated by ADS and up to 5 people nominated by ADEA. The

Health Professional Advisory Committee will provide medical, education and scientific advice directly to the Board. The detailed terms of reference for the HPAC will form part of the Board Governance documents for the Company.

(c) **Kellion Advisory Council**

This Council will be comprised of up to 5 people. Initially, the Board will appoint the members of the Kellion Advisory Council based on the nominations put forward by the Kellion Diabetes Foundation at the time of merging. This Advisory Council will provide advice, support and input to ensure the Kellion Victory Medal Scheme, Kellion Awards, Kellion name and the history of Diabetes Australia and various diabetes organisations is recognised and maintained. The detailed terms of reference for the Kellion Advisory Council will form part of the Board Governance documents for Diabetes Australia. The Chair of the Kellion Advisory Council shall report on the Council's activities and achievements annually to the Board.

Diabetes Australia Constitution

Schedule 1

Member Organisations

State or Territory Organisations

Diabetes Victoria

Other Member Organisations

Australian Diabetes Society Limited

Australian Diabetes Educators' Association Ltd

Kellion Diabetes Foundation Ltd

Diabetes Australia Constitution

Schedule 2

Initial Directors

President	Michael Stanford
Australian Diabetes Society	Health Professional Director Glynis Ross
Australian Diabetes Educators Association	Health Professional Director Brett Fenton
Diabetes Queensland	Nominee Director Craig Beyers
Diabetes NSW & ACT	Nominee Director Arthur Koumoukelis
Diabetes Australia - Tasmania	Nominee Director Robert Manning
Kellion Diabetes Foundation Ltd	Nominee Director John Townend
Diabetes Victoria	Nominee Director Glen Noonan

Diabetes Australia Constitution

Schedule 3

Founding Life Members

Mr John W August
Mr Mick Bacash
Mr Edward F Billson
Dr Hal D Breidahl
Prof Don J Chisholm AO
Mr Stanley Clark OAM Prof
Gerard W Crock AO
Mr Allan T Harris OBE
Mrs Lorna Mellor AM
Mr Brian Mellor
Mr Ian S McEwen AM
Mrs Jo McEwen
Mr A B MacDougall
Mr Harry Macknamara
Mr Alan R Moyes
Mrs Janet L Raby
Mr Bill A Raby OBE
Dr Gordon B Senator
Dr Alan E Stocks AM
Mr Don J C Sutherland
Mrs Helen Townend
Mr John Townend AM
Dr Tim A Welborn AO
Mr Arthur White
Prof Paul Z Zimmet AO
Boehringer Mannheim Australia Pty Limited
Kottrell Pty Limited
Miles Laboratories Australia Pty Limited