Corporations Act

Company Limited By Guarantee

CONSTITUTION

OF

AU PROFESSIONAL RODEO ASSOCIATION LIMITED
A.C.N. 691 542 944

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LIMITED BY GUARANTEE

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1. Definitions

1.1 In this Constitution, unless the context otherwise requires:

(a) **"Act"** unless the context should require otherwise, means the Corporations Act 2001 and regulations and includes any statutory modifications, amendments or re-enactments to any section, part or division or any replacement of the Act;

(b) **"AGM"** means an annual general meeting of the Members of the Company held in accordance with the Constitution and the Act;

(c) **"Alternate Director"** means a Director appointed in accordance with this Constitution;

(d) "**Appointed Directors**" means a Director appointed by the Board as Director in accordance with the selection criteria and requirements of this Constitution;

(e) **"ASIC"** means the Australian Securities and Investments Commission;

(f) **"Board"** means the Board of Directors;

(g) "**By-Laws**" means the additional regulations and by laws that the Board adopts as the By-Laws applicable to the Company and its Members from time to time, including but not limited to, the By-Laws & Competition Rules;

(h) **"Chairperson"** means the person appointed as Chair of the Board in accordance with this Constitution;

(i) **"Company"** means **AU PROFESSIONAL RODEO ASSOCIATION LIMITED A.C.N. 691 542 944**;

(j) **"Constitution"** means this Constitution and any supplementary, substituted or amended constitution being in force from time to time;

(k) "**the Committee**" is a Committee appointed by the Board in accordance with Clause 9 of this Constitution, or the By Laws;

(l) "**Competition Committee Chairperson**" is the person appointed by the Board from the Directors of the Board to be the Chairperson of the Competition Committee ;

(m) **“Director”** means any person formally and legally appointed as a Director of the Company and includes an Alternate Director;

(n) **“Directors”** means the Directors of the Company unless the context indicates otherwise;

(o) **“Dispute”** includes any disagreement between a Member and the Company where one alleges that the other has either breached the Constitution, By-laws, or exercised a right contrary to the Constitution, or the By-laws;

(p) **“Financial Year”** means the period commencing on 1st day of July and ending on the next 30th day of June and the “First Financial Year” shall be the period commencing on the day the Company is registered and ending on the next 30th day of June;

(q) **“General Meeting”** means a meeting of the Members of the Company held in accordance with this Constitution of the Act and includes an AGM and extraordinary General Meeting;

(r) **“Jurisdiction”** means Queensland, Australia;

(s) **“Members”** means unless the context requires otherwise, the Members of the Company or where the Company has only a sole Member, that Member;

(t) **“Officer”** means an officer of the Company as defined in the Act;

(u) **“Related Company”** shall have the same meaning as the Corporations Act;

(v) **“Resolution”** means a resolution other than a Special Resolution;

(w) **“Secretary”** means any person formally and lawfully appointed to perform the duties of Company secretary including any assistant or acting secretary or any substitute for the time being for the Secretary;

(x) **“Seal”** means the common seal of the Company;

(y) **“Special Resolution”** means a Resolution carried by not less than 75% of the persons entitled to vote on the Resolution in accordance with this Constitution;

(z) **“State”** means a State of the Commonwealth of Australia and includes the Northern Territory and Australian Capital Territory;

(aa) **“Register of Members”** means the register of Members as required pursuant to the Act; and

(bb) **“Territory”** means the Australian Capital Territory and Northern Territory.

2. Interpretation

2.1 In the interpretation of this Constitution:

(a) The headings have been inserted for convenience only and do not form part of this Constitution or affect its interpretation.

(b) A reference in this Constitution to any Act or any other statute or any provision or section thereof shall be read as 'including any statutory amendment or modification thereof and any statutory provision substituted thereof, re-enactment or replacement thereof and all rules, Clauses, bylaws and instruments or other documents made pursuant thereto'.

(c) Words importing the singular include the plural number and vice versa and words importing any gender include the other genders.

(d) Expressions indicating natural persons also refer to bodies corporate Trusts and unincorporated associations and vice versa.

(e) Reference to a Clause or part of a Clause or to a Schedule shall be construed as reference to a Clause or part of a Clause of, or to a Schedule to, this Constitution.

(f) Terms such as 'herein', 'hereby', 'hereunder; and 'hereof' refer to this Constitution as a whole and not to the Clause, part of a Clause or Schedule in which those terms appear.

(g) References to any Constitution or other instrument are to that Constitution or other instrument as it may from time to time be amended or extended in accordance with its terms.

(h) All monetary amounts are expressed in Australian Dollars.

(i) This Constitution is subject to the Act and where there is any inconsistency between a Clause of this Constitution and the Act, the Act shall prevail to the extent of the inconsistency.

(j) Except so far as the contrary intention appears in this Constitution, an expression has, in a provision of this Constitution that deals with a matter dealt with by a particular provision of the Act, the same meaning as in that provision of the Act.

3. Adopting this Constitution

3.1 This Constitution, for the governance of the Company, was adopted by the Members of the Company by Special Resolution. This Constitution displaces any existing Constitution of the Company, and its adoption is certified by the Chairperson of the Meeting of Members, or two Directors or a Director and Secretary of the Company, whose signature appears at the conclusion hereof.

3.2 This Constitution shall have effect as a contract between: -

(a) The Company and each Member, and

(b) The Company and each Director and Secretary, and

(c) A Member and each other Member,

under which each person agrees to observe and perform the Constitution as it applies to that person.

3.3 The Replaceable rules contained in the Act, to the extent permitted by the Act, shall not apply to the Company.

4. Legal Capacity and Powers

4.1 The Company:

(a) Is limited by Guarantee;

(b) Must have at least one (1) member.

4.2 The Company has the legal capacity of an individual and, without limiting the generality of the foregoing, has power both within and outside the Jurisdiction of registration to:

(a) Give security;

(b) Grant a floating charge over the property of the Company;

(c) Act as Trustee of a Trust or a number of Trusts;

(d) Arrange for the Company to be registered or recognised as a body corporate in any other place outside the Jurisdiction;

(e) To expend money received from any other source for any purpose which, in the opinion of the Company, may further the objects of the Company;

(f) To purchase, take on lease or in exchange, hire or otherwise acquire any land, buildings, easements or property, whether real or personal, and as far as the law applicable from time to time may allow to improve, develop, sell, mortgage, transfer, lease, let, exchange, hypothecate and (without limiting the effect of the foregoing general words) in any manner dispose of or deal with or use such property or rights or any of them or any part thereof;

(g) To invest and deal with the moneys of the Company not immediately required upon such securities and in such manner as may from time to time be required including the purchase of shares in any corporation and whether or not any such investments shall be one authorised by law for the investment of trust funds;

(h) To undertake and execute any trusts the undertaking whereof may seem desirable whether gratuitously or otherwise;

(i) To do all such things and exercise all or any of the powers contained in the law as if the same had been set forth at length as a separate object or power as the case may be; and

(j) Do any other act that it is authorised to do by any Act (including the Act of a foreign country).

4.3 In addition to the above, the Company has the power to:

(a) Deal with other bodies and as such to:

i. Subscribe to, become a member of and co-operate with or amalgamate with any other company, club, association or organisation, whether incorporated or not, whose objects are altogether or in part similar to those of the Company;

ii. Purchase or otherwise acquire and undertake all or any part of the property, assets, liabilities and engagements of any one or more of the companies, clubs, associations or organisations with which the Company is authorised to amalgamate; and

iii. Transfer all or any part of the property, assets, liabilities and engagements of the Company to any one or more of the companies, clubs, associations or organisations with which the Company is authorised to amalgamate, but the Company may only subscribe to and support with its funds or amalgamate with any company, club, association or organisation which prohibits the distribution of its income and property amongst its Members to an extent at least as great as that imposed on the Company.

(b) To co-ordinate, initiate and undertake efforts for the raising of funds for its objects including without limitation take such steps by personal or written appeals, public meetings or otherwise, as may from time to time be deemed expedient for the purpose of procuring contributions to the Company by way of donations, sponsorships, annual subscriptions, levies or otherwise,

(c) In furtherance of the objects of the Company to buy, sell and deal in all kinds of commodities and provisions, both liquid and solid, for or to the Members or persons entering, visiting or using the company's premises;

(d) To fairly impose and collect membership fees and affiliation fees from Members and fees from Members and other persons for use of the Company's premises, property and assets and for entering or visiting the Company's premises;

(e) To appoint such honorary staff, paid administrators and professional advisers as may be appropriate from time to time;

(f) To appoint, employ, remove or suspend such managers, clerks, secretaries, servants, workmen and other person as may be necessary or convenient for the purposes of the Company;

(g) To remunerate any person or body corporate for services rendered or to be rendered, and whether by way of brokerage or otherwise in placing or assisting to place or guaranteeing the placing of any unsecured notes, debentures or other securities of the Company or promotion of the Company or in furtherance of its objects;

(h) To promote and hold either alone or together with any other company, club, association or organisation meetings and displays and, without limitation, take any action considered necessary to further the objects and be in the interests of the Company;

(i) To make regulations and by-laws for the better carrying out of its objects and to equitably enforce such regulations and by-laws;

(j) To suspend, terminate, disqualify or otherwise cause to be dealt with any Member who has committed a breach of the Constitution of the Company, or of any of its rules and by-laws or for any action considered to be unfair, unbecoming or contrary to the interests ideals or objects of the Company;

(k) To form subcommittees or organisational sections or units to assist in the execution of its objects;

(l) To purchase, take on lease, or in exchange, hire and otherwise acquire any land, buildings, easements or property, real and personal, and any rights or privileges which may be requisite for the purpose of, or capable of being conveniently

(m) To enter into any arrangements with any government or authority that are incidental or conducive to the attainment of the objects and any rights, privileges and concessions which the Company may think it desirable to obtain, and to carry out, exercise and comply with any such arrangements, rights, privileges and concessions;

(n) To construct, improve, maintain, develop, work, manage, carry out, alter or control any houses, buildings, grounds, works or conveniences which seem calculated directly or indirectly to advance the Company's interests and to contribute to subsidise or otherwise assist and take part in the construction, improvement, maintenance, development, working, management, carrying out, alteration or control of them;

(o) To invest and deal with the money of the Company not immediately required in such manner as the Company thinks fit;

(p) To take or otherwise acquire and hold shares, debentures or other securities of any company or body corporate;

(q) To lend and advance money or give credit to any person or body corporate, to guarantee and give guarantees or indemnities for the payment of money or the performance of contracts or obligations by any person or body corporate otherwise to assist any person or body corporate in furtherance of the objects of the Company;

(r) To borrow or raise money either alone or jointly with any other person or legal entity in such manner as the company thinks fit and to secure the same or the repayment or performance of any debt, liability, contract, guarantee or other engagement incurred or to be entered into by the Company in any way and in particular by the issue of debenture perpetual or otherwise charged upon all or any of the Company's property (both present and future), and to purchase, redeem and pay off such securities;

(s) To make, draw, accept, endorse, discount, execute and issue promissory notes, bills of exchange, bills of lading and other negotiable or transferable instruments;

(t) To sell, improve, manage, develop, exchange, lease, dispose of, turn to account or otherwise deal with all or any part of the property and rights of the Company in furtherance of the objects of the Company;

(u) To take or hold mortgages, lien or charges, to secure payment of the purchase price, or any unpaid balance of the purchase price of any kind of the Company's property of whatever kind sold by the Company or any money due to the Company from purchasers and others;

(v) To take any gift of property whether subject to any special trust or not, for any one or more of the objects of the Company;

(w) To insure against all risks, liabilities and eventualities as may seem advisable and to apply the proceeds of any claim under any insurance in such manner and for such purpose or purposes as may be thought fit;

(x) To print and publish any articles, releases, newspapers, periodicals, books or leaflets that the Company may think desirable for the promotion of its objects;

(y) To give or contribute towards the giving of gifts, prizes, medals, awards or trophies and make donations in furtherance of its objects and for patriotic, charitable or community purposes; and

(z) To do all such things as are incidental and conducive to the attainment of the objects and the exercise of the powers of the Company.

4.4 The Board may pass a By law setting out any such power that the Company may have, and the Company will have all such powers as stated in any such By law. Any third party, including any bank or party dealing with the Company may rely on those By laws as if they were set out in this Constitution.

4.5 Any act of the Company is not invalid merely because it is contrary to or beyond any powers so stated.

5. Amending the Constitution

5.1 The Company may modify or repeal this Constitution, or a provision of this Constitution, by Special Resolution provided that:

(a) No amendment shall contravene the Act; and

(b) It complies with any additional requirement (if any) expressly specified in this Constitution as needing to be done in order to pass that Special Resolution; and

(c) A Member shall not be bound by an amendment to the Constitution made after the date on which that person became a Member if that amendment requires the Member to take up any additional Guarantee or increase the liability to contribute to the Company's liabilities upon winding up.

6. Name and Objects of the company

6.1 Name

The name of the Company is "Australian Professional Rodeo Association Limited" which, subject to a Special Resolution at a General Meeting and the Act, may be changed.

6.2 Objects of Company

(a) The objects for which the Company is established are:

i. To encourage the development of all aspects of Professional Rodeo.

ii. To represent the interests of Professional Rodeo to government and non-government bodies.

iii. To provide a program of advice and assistance to Members.

iv. To improve the knowledge and information base of Professional Rodeo.

v. To establish and maintain effective communication links with Professional Rodeo.

vi. To support the efforts of Professional Rodeo in improving standards and recognition of judges and officials.

vii. To encourage participation in, and access to, the sport of Professional Rodeo for all Australians and internationally.

7. Non-Profit Nature of the Company

7.1 Non-profit

(a) The income, property, profits and financial surplus of the Company, whenever derived, must be applied solely towards the promotions of the objects of the Company as set out in this Constitution.

(b) The Company is a non-profit organisation and shall not carry on business for the purpose of profit or gain to its individual Members and no portion of its income, property, profits and financial surplus may be paid, distributed to or transferred, directly, indirectly, by way of dividend, property, bonus or otherwise by way of profit, to the Members, or the Board.

(c) Nothing in this Constitution prevents:

i. The payment, in good faith, or for goods or services supplied in the ordinary and usual way of business;

ii. The payment of interest at a rate not exceeding interest at a rate for the time being charged by the Company' bankers for overdrawn accounts on money borrowed from a Member; or

iii. Reasonable and proper rent for premises demised or let by any Member to the Company.

7.2 No distribution of profits to Members on winding up

Where property remains after the winding-up or dissolution of the Company and satisfaction of all its debts and liabilities, it may not be paid to nor distributed among the Members of the Company but must be given to or transferred to another fund, authority or institution having objects similar to the objects of the Company, and whose Constitution prohibits the distribution of its or their income and property among its or their Members to an extent at least as great as is imposed on the Company under or by virtue of this Constitution, which fund, authority or institution is to be determined by the Members of the Company at or before the time of the dissolution.

7.3 **Limited liability on winding up**

(a) Each Member of the Company undertakes to contribute to the assets of the Company in the event of its being wound up while they are a Member or within one year after they cease to be a Member for the payment of the debts and liabilities of the Company contracted before ceasing to be a Member and of the costs, charges and expenses of winding up and for adjustment of the rights of the contributors among themselves, to an amount not exceeding $10.00.

(b) A Member's liability and contribution on winding up is limited to $10.00.

8. <u>Directors</u>

8.1 **General**

(a) The Board shall consist of not less than three (3) Directors and not more than eight (8) Directors appointed in accordance with this Constitution.

(b) A Director need not be a Member.

(c) Directors must be natural persons.

(d) All Directors will hold office for three (3) years commencing on the date that they commenced their appointment and ceasing three (3) years thereafter but are eligible for re-appointment.

8.2 **First Directors**

(a) The first Directors:

i. Are the persons named in the Form lodged with ASIC upon registration of the Company e.g. 201 Application for Registration of an Australian Company or Form 202 Application for Registration of a Body Corporate as an Australian Company Application for Transfer of Registration under a law of the Commonwealth.

(b) Subject to the Act and this Constitution:

i. At the first AGM following the adoption of this Constitution, half of the First Directors will retire from office (and in the absence of agreement as to who will retire, those to retire will be determined by lot from the First Directors) and their positions will be filled in accordance with this Constitution.

ii. At the second AGM following the adoption of this Constitution, the other First Directors will retire from office and their positions will be filled in accordance with the requirements of this Constitution.

iii. In the absence of agreement by the Board, the order of retirement will be established in accordance with Clause 8.15.

8.3 **Composition of the Board**

The Board of Directors consists of such of the following Directors' positions as are from time to time filled in accordance with this Constitution:

(a) Up to four (4) Directors (as are elected by all Members entitled to vote at the AGM ("Ordinary Directors"); and

(b) Such other Directors, but not more than four (4) in number, as are appointed by the Board in accordance with this Constitution ("Appointed Directors").

8.4 **Chairperson and Deputy Chairperson**

(a) The Board must elect one of their number to be Chairperson and Deputy Chairperson.

(b) The Chairperson and Deputy Chairperson holds office until the conclusion of the next AGM of the Company following his or her appointment unless removed earlier by a Special Resolution of the Board.

(c) The Chairperson and Deputy Chairperson is eligible for re-election.

8.5 **Competition Committee Chairperson**

(a) The Board will appoint one of the Directors to serve as the Competition Committee Chairperson.

8.6 **Remuneration**

(a) The Directors are not entitled to be paid remuneration for their duties or services as a Director except that:

i. The Members may at a General Meeting by ordinary resolution determine to pay a Director an ex-gratia payment (honorarium) in recognition of their voluntary contribution and service to the Company.

ii. Nothing in this Clause prevents the Company from paying for:

1. services rendered to it in a capacity other than as a Director where such services are provided in good faith on arm's length terms.

2. travelling and other expenses properly incurred by Directors in attending and returning from meetings of the Directors or any committee of the Directors or General Meetings of the Company or otherwise in connection with the business of the Company.

8.7 **Vacation of office**

(a) The office of a Director becomes vacant if the Director:

i. Dies;

ii. Becomes bankrupt or makes any arrangement or composition with his or her creditors generally;

iii. Becomes prohibited from being a director of a company by reason of any order made under the law;

iv. Ceases to be a director by operation of the Act;

v. Becomes of unsound mind or whose personal estate is liable to be dealt with in any way under the law relating to mental health; or

vi. Resigns his or her office by notice in writing to the Company.

(b) In the event of a vacancy in the office of a Director, the:

i. Competition Committee Chairperson, the Board may appoint a person from the Board to fill the vacancy until the next AGM; or

ii. Ordinary Director, the Board may appoint a person to fill the vacancy until the next AGM; or

iii. Appointed Director, the Board may appoint a person to fill the vacancy provided that person meets the requirements of being an Appointed Director.

(c) The Company may by ordinary resolution passed at a General Meeting, of which special notice pursuant to the Act has been given, remove any office-bearer or other Director before the expiration of his or her period of office.

8.8 **Ordinary Director**

(a) The Board must in the annual notice of AGM:

i. Invite applications for appointment as an Ordinary Director;

ii. Require applications to be made in writing; and

iii. Must include a closing date for applications not later than 3 days prior to the holding of the Company's AGM.

(b) An invitation for appointment as an Ordinary Director may:

i. Require an applicant to declare any potential conflicts of interest, or other interests or connections which might give rise to a perception that, if the applicant was appointed as a director, the independence of the Company when making financial decisions may be compromised.

ii. Specify desirable skill set, experience or attributes that the Company is looking for and ask the Applicant to provide a written statement setting out the Applicant's as to the Applicant's skill set, experience or attributes.

(c) Voting at AGM: -

i. Voting is by way of secret ballot unless the meeting agrees unanimously to accept a show of hands.

ii. Members entitled to vote may cast one vote for the candidate of their choice.

iii. Every candidate may appoint one scrutineer to oversee the counting of votes.

iv. The candidate with the most votes is elected to fill the Director's office for which the election is held and takes office with effect from the end of the AGM.

v. In the event of votes being tied the election is immediately held again, and, if the vote is again tied the successful candidate is chosen by the Chairperson from the candidates with tied votes by drawing lots.

vi. In the event there is only one candidate for a position, the members entitled to vote must still cast a vote for that candidate and the candidate is only appointed if the count is in his or her favour. If the motion is lost, the position is left vacant and the position may be filled by the Board as a casual vacancy.

8.9 **Appointed Directors**

(a) The purpose of having appointed Directors is to ensure that the Company retains a skill set on the Board that is desirable for managing the financial performance and business and corporate risks of the organisation.

(b) Appointed Directors may seek to be re-appointed to the position.

(c) The Board will appoint and remove Appointed Directors by an ordinary resolution of the Board.

(d) The Board though must when seeking to appoint a person to the position of an Appointed Director, comply with the requirements that follow.

(e) The Board must cause the position to be publicly advertised using either the Company's website or newsletter or by placing an advertisement in another public forum e.g. newspaper.

(f) The Board must set selection criteria and require applications to apply by reference to the selection criteria. The selection criteria must include one or more of the following:

i. Experience with risk issues concerning the business of the Company;

ii. Experience in corporate governance or corporate business;

iii. Legal, accounting, HR or bookkeeping qualifications;

iv. Experience with animal welfare e.g., veterinary qualifications; and

v. Current police checks.

8.10 **Term**

(a) Unless otherwise specified in this Constitution, Directors hold their office for a term of three (3) years until at which time they must resign but may seek to re-elected at an AGM.

(b) The maximum period a person can stay on the Board as a Director is nine (9) consecutive years.

8.11 **Falling below Minimum Number**

If the Directors fall below 3 in number, the Directors may continue to act in good faith and undertake their duties but must as soon as reasonably possible fill the vacancies.

8.12 **Removal of Director due to absence without leave**

A Director may be removed from office by resolution of the Board if the director is absent without permission of the Board from three (3) consecutive meetings of the Board on the basis that by the Director’s conduct they have abandoned or resigned their position as a Director.

8.13 **Directors Power**

The Directors may do anything permitted by Act, including each of the following:

(a) Exercise all the powers of the Company which are not required to be exercised by Members in general meeting;

(b) Borrow money on behalf of the Company, and mortgage or charge its assets;

(c) Secure the debt of a third party; and

(d) By power of attorney, appoint another person or persons to be the attorney or attorneys of the Company for such purposes, and with such powers, authorities and discretions as would be vested in or exercisable by the Directors, for such period and subject to such conditions as the Directors think fit.

8.14 **Declaring Conflicts of Interest**

If a Director has a material personal interest in a proposed contract or arrangement, the Director must declare it as required by the Act.

8.15 **Alternate Director**

(a) With the consent of the other Directors, a Director may appoint an individual to be an Alternate Director for him or her for any period and provide such notice to ASIC in the prescribed form. The Director must do so by giving the Alternate Director written notice signed by the Director. An Alternate Director may exercise any of the powers of a Director and is subject to all of his or her obligations. He or she is entitled to be notified of Directors' meetings and to attend and vote at them, but only if the appointing Director is not present or voting.

(b) An Alternate Director ceases to hold office immediately if any of the following happens:

i. The Director who appointed the Alternate Director ceases to be a Director; or

ii. The Director who appointed the Alternate Director ends the appointment by giving the Alternate Director a written notice signed by the Director; or

iii. The period of the appointment ends; or

iv. Anything happens that would result in the Alternate Director ceasing to be a director if he or she were a Director.

8.16 **Board may re-establish order of retirement**

If at any time due to a loss of records or other circumstance, the Board is unable to reasonably determine the order of retirement of Directors from the Board, it may re-establish the order by using a method approved of by a simple majority vote of the Board and failing agreement by drawing lots in which case one half of the directors then on the Board will retire at the next AGM and the remaining half at the AGM following that.

8.17 **Code of Conduct**

The Directors should:

(a) Adopt a code of conduct for Directors with such code to be included in the By Laws; and

(b) Periodically review the code of conduct and ensure they are maintaining the conduct and governance standards expected of Directors.

8.18 **Roles on the Board**

(a) The Board may create titles, position descriptions or role descriptions for Directors (e.g. animal welfare director), from time to time by ordinary resolution, and allocate them to Directors on the Board as they see fit.

(b) A Director allocated a specific title, position or role, must attempt to fulfill the reasonable requirements of that title, position or role, however, they must continue to act in the best interests of the Company as a whole.

9. <u>Committees</u>

9.1 **Establishment of Committees**

The Board:

(a) Must establish a Competition Committee; and

(b) May establish one or more other Committees.

Each such committee will in this Clause 9 be hereafter referred to as a "Committee".

9.2 **Competition Committee**

(a) The Competition Committee will comprise of:

i. The Members at an AGM will elect persons holding the following portfolios, namely, Saddle Bronc Riding Committee Member, Bull Riding Committee Member, Rope & Tie Committee Member, Bareback Bronc Riding Committee Member, Steer Wrestling Committee Member, Team Roping Committee Member, Barrel Racing Committee Member, Breakaway Roping, Stock Contractors Committee Member, and Animal Welfare Committee (Portfolio Committee Members); and

ii. The Chairperson of the Committee who is appointed by the Board.

(b) Each Portfolio Committee Member holds their position for 2 year terms and must resign at the second AGM after their appointment, but may seek re-election.

(c) In the event of a casual vacancy the Board may fill the casual vacancy. A vacancy in a Portfolio Committee Member is filled until the Members at the next AGM elect another person to that portfolio.

9.3 **General – all Committees**

(a) Each Committee will carry out certain tasks or duties as assigned by the Board, and may have tasks or powers delegated to it. The Directors may impose any limitations they choose on a Committee and it must observe those limitations.

(b) A Committee need not comprise of the Directors, although the Board will attempt to assign one Director to oversee the Committee or be on the Committee.

(c) Any delegated powers must be exercised only in accordance with the directions, and limits, determined by the Directors.

(d) The delegation of tasks or powers must be noted in the Company's minutes book or secretary file.

(e) Each Committee must report to and be answerable to the Board.

(f) The Board may establish policies and procedures, or in any By Law provide, for further rights, powers or obligations of any Committee, including without limitation appointment, removal, functions and meeting arrangements.

(g) The Board may suspend or terminate any Committee so established, except for the Competition Committee which cannot be terminated without first obtaining an amendment to this Constitution by the Members at a General Meeting.

(h) Each person appointed or elected to a Committee must be of good standing, or must not bring the Company into disrepute, or commit any conduct that is prejudicial to its interests or is oppressive or discriminatory to the Company or other Members. The Board reserves the right to remove any person from a Committee where it is in the bests interests of the Company to do so.

10. Secretary

(a) The Board may appoint a Secretary who ordinarily resides in Australia. The Secretary holds office on the terms and conditions that the Board determine, acting reasonably.

(b) The Board may remove the Secretary.

(c) The same person may be both a Director of the Company and Secretary of the Company.

(d) An assistant Company Secretary may be appointed and removed by the Board.

(e) Where the Secretary is also a Director, they will continue to have their deliberative vote as a Director. However, a Secretary otherwise does not have a voting entitlement at a Board meeting.

(f) The Secretary will have access to the Board reports, and financial information, to the same extent as any Director of the Company.

11. Meetings of Directors

11.1 Calling and Notification of Meetings

(a) A Director may call a meeting of Directors at any time. The Secretary must call a meeting of Directors if asked to do so by a Director, or if the Secretary believes it is reasonably necessary to for governance or compliance reasons.

(b) All Directors are entitled to receive reasonable notice of a meeting of Directors.

11.2 Quorum and Chairperson

At least 51% of the persons composing the Board of Directors must be present before business can be transacted at a meeting of Directors and must remain present for the duration of the meeting.

11.3 Chairperson

(c) Where the Company has more than one Director, the Directors may elect a Director to be the Chairperson of their meetings for a specified period.

(d) If a meeting is held and no Chairperson has been appointed, or the elected Chairperson is unwilling to act or is more than 10 minutes late for a meeting, the Directors may choose a Director to chair that meeting.

11.4 Proceedings

(a) The Directors may run their meetings in any manner they see fit.

(b) Any question that arises at a meeting of Directors must be decided by a vote. A decision reached by vote is treated as the decision of all the Directors.

(c) The Directors may hold a meeting in person, or by other means of technology in accordance with Clause 11.5, provided all parties at the meeting can hear and be heard by one another throughout the entire meeting. If a meeting is not held in person, each of the following conditions must be met:

i. Each Director must have received notice that the meeting was to be held;

ii. Each present Director must announce at the beginning of the meeting that he or she is present.

11.5 Use of technology

(a) Director’s meetings may be in person, or using such technology as is available, including audio visual, or telephone or a combination of these, but provided Directors present are able to be heard and can speak.

(b) For governance reasons, and to allow for attendance at Board meetings, the Secretary of the Board should provide for an alternative form of attendance (e.g. telephone) where a person is not able to attend in person.

11.6 **Written Circular Resolutions**

(a) The Directors may pass a Resolution in writing without holding a meeting if the following conditions are met:

i. The Resolution is set out in a document or documents indicating that a 75% majority of Directors are in favour of it; and

ii. At least 75% of the Directors who are entitled to vote on the Resolution vote in favour in writing including by giving email confirmation in favour of the resolution or signing the document or documents or identical copies of it or them.

(b) The Resolution will be treated as having been passed at a meeting of Directors held on the day and at the time that the last director signs.

(c) If two or more separate documents containing statements in identical terms, each of which or signed by one or more Directors shall be deemed to constitute one document containing a statement in those terms signed by those Directors.

12. Minutes

(a) The Directors must ensure that the minutes of the meeting record each of the following:

i. The names of all Directors who are present;

ii. The name of the Chairperson of the meeting;

iii. Details of the proceedings at the meeting and Resolutions passed at the meeting;

iv. Any appointment of an officer; and

v. Conflicts of interests declared by any Director.

(b) The minutes of a meeting of Directors must be signed by the Chairperson, Secretary or other authorised Director of the meeting, either at that meeting or at the following meeting.

(c) Meetings of the Board are confidential. To the extent permitted by law, Members are not entitled to inspect them.

12.1 **Validity**

Anything done at a meeting of Directors or of a Committee of Directors, or by a person acting as Director, is unaffected by the fact that it is later discovered that any person was not properly appointed or had ceased to be a Director.

13. Membership

13.1 Categories

(a) The membership of the Company is divided into the following categories:

i. Full (or Open) Members;

ii. Permit Card (or Second Division) Members;

iii. Junior Members;

iv. Life Members;

v. Gold Card Members;

vi. Non-Competing Member; and

vii. Honorary Members.

(b) Each member, except for a Non-Competing Member, has one vote at a General Meeting of the Company except where this Constitution expressly provides that a subject matter can only be voted upon by a certain category of membership.

(c) A Non-Competing Member does not get a vote at a General Meeting or an AGM.

13.2 Full (or Open) membership

(a) This category of membership, is for any person who, in the opinion of the Board:

i. Agrees to the objects of the Company set out in the Constitution;

ii. Agrees to observe the By-Laws, codes and other rules of the Company from time to time;

iii. Agrees that Appointed Directors are appointed by the Board, not Members; and;

iv. Satisfies any other admission criteria specified in the By Laws.

13.3 Permit Card (or Second Division) membership

(a) This category of membership is for a person who, in the opinion of the Board:

i. Agrees to the objects of the Company set out in the Constitution;

ii. Agrees to observe the By-Laws, codes and other rules of the Company from time to time;

iii. Agrees that Appointed Directors are appointed by the Board, not Members; and

iv. Satisfies any other admission criteria specified in the By Laws

13.4 **Junior membership**

(a) This category of membership is for any other person who is a resident of Australia and who, in the opinion of the Board, has met any other requirements for Junior Membership as specified in the By-Laws.

(b) A Junior Member does not get a vote at a General Meeting or an AGM.

13.5 **Life Members**

This category of membership is reserved for any individual who the Board has resolved has made a substantial contribution to the affairs of the Company and has met any other requirements for Life Membership as specified in the By-Laws.

13.6 **Gold Card membership**

A Gold Card membership is granted by the Board after they receive a written application from a Member who has been a paid competing member consecutively for twenty five (25) years or a total of 30 non-consecutive years which entitles the Member to continue competing with the annual fees reduced to NIL ($0.00).

13.7 **Non Competing membership**

(a) A Non Competing Member of the Company shall be issued with a separate membership card.

(b) A Member holding a Non Competing membership does not get the right to vote at any meetings of the Company.

13.8 **Honorary membership**

(a) Honorary membership may be bestowed on any person, or persons, who the Board decide deserve recognition by the Company, and who, in the opinion of the Board, has met any other requirements for Honorary Membership as specified in the By-Laws.

(b) A Honorary Member does not get a vote at a General Meeting or an AGM.

13.9 **Applications**

(a) Applications for membership must as a minimum:

i. Be made in writing to the Secretary in the manner in which the Board resolves from time to time that such application be made; and

ii. Specify the category of membership applied for; and

iii. Undertake to act in the best interests of the Company; and

iv. Disclose any conflicts of interest.

13.10 **General**

(a) A Member has all the rights conferred on a Member by this Constitution and the By-Laws including the right to attend and to vote (except where stated to the contrary) at any General Meeting of the Company.

(b) A Register of Members of the Company must be kept in the office of the Company.

(c) The Register of Members must show:

i. The names in full and addresses of all Members of the Company; and

ii. The date of admission to and cessation of membership; and

iii. Such other information as the Board may from time to time determine.

(d) Each Member must notify the Secretary in writing of any change in that Member's address within a period of one (1) month after the change.

(e) A Member must pay the annual subscription determined from time to time by the Board.

(f) Every Member of the Company has the right at any time to resign from membership of the Company by giving written notice to the Secretary.

(g) A Member ceases to be a member:

i. On the passing of a resolution in accordance with this Constitution;

ii. Upon the Member resigning; or

iii. On a liquidation or winding-up of the Member except for the purposes of reconstruction or amalgamation.

(i) Subject to sub clause (j), the Board may by Special Resolution of the Board terminate the membership of a Member if the Member:

i. Has wilfully refused or neglected to comply with the provisions of the Constitution of the Company; or

ii. Is guilty of any conduct which in the opinion of Board is unbecoming of a Member or prejudicial to the interests of the Company.

(j) At least one (1) month before the meeting of the Board at which a resolution under this Constitution is considered to terminate the membership of the Member, the member must be given notice:

i. Of that meeting; and

ii. Of what is alleged against the Member; and

iii. Of the intended resolution; and

iv. That the Member will at the meeting and before the voting on any such resolution have an opportunity of giving orally or in writing any explanation or response the member may think fit.

(k) An individual who is employed with the Company in a permanent position, or as its CEO, will not be eligible to be a Member, and if a Member at the time of being offered employment with the Company, they must cease to be a Member either by resignation or termination.

13.11 **Patron, Friend, Partner, Sponsor or Supporter**

The Board may from time to time appoint any person as a Patron, Friend, Partner, Sponsor or Supporter (or such other description as the Board determines) of the Company on such terms as the Board sees fit but such recognition will not constitute membership of the Company per se although nothing in this Constitution prevents a Patron, Friend, Partner, Sponsor or Supporter being granted membership provided they meet the relevant criteria. The Board may make By-Laws that prescribe, vary or cancel the qualifications, rights, privileges and obligations of any category of persons appointed as a Patron, Friend, Partner, Sponsor or Supporter.

13.12 **By-Laws**

(a) The By-Laws may:

i. Create further or additional categories of membership any further or additional category of membership will not have any greater rights than the class of memberships herein specified in this Constitution.

ii. Determine annual fees for membership renewal as the Board sees fit from time to time. Such fees may vary as between categories of membership, and it is condition of membership that the Member pays their fees by the due date determined by the Board.

iii. Establish codes of conduct for Members, Committees or the Board.

iv. Establish a disciplinary process, tribunal and/or system including for Members who are in breach of the Constitution or a By-Law;

v. Establish an appeal procedure for review of, and determination of, disputes relating to the imposition of disciplinary outcomes e.g. fines or penalties; and

vi. Deal with such other matters relating to governance, compliance, conduct or management of the Company, members, Committees, or the Board, and may also specify other privileges, conditions, requirements, obligations, limits or benefits that apply to any class of membership, that are necessary or desirable.

(b) Each Member agrees to comply with, and be bound by, the By-Laws.

(c) The By Laws will be those adopted by the Board of Directors by ordinary resolution and be published by the Company.

(d) The By Laws may be amended, changed, added to, terminated or replaced by an ordinary resolution of:

i. The Board of Directors; or

ii. The Members at an AGM,

and in accordance with the procedure set out in the By Laws (if any).

(e) The By-Laws (or an amendment thereto) take effect 28 days after the Board has published the By Law or amendment either by notice to the Members or publication of the By Law or amendment on the Company's website.

(f) The By Laws are subject to this Constitution and the in the event of any inconsistency this Constitution prevails.

13.13 **Members of former Association**

(a) The Company has been incorporated to take a transfer of the undertaking or operations of the association known as Australian Professional Rodeo Association Incorporated (association).

(b) (b) Any person who is a member of the association at the time the activities of the association are transferred to the Company, are automatically granted membership of the Company. The Board will solely determine which category of membership is most relevant to any such member and will place them in a category of membership with the Company which is similar to the membership held by that person in the association.

14. <u>Meetings of Members</u>

14.1 **Calling and Notification of Meetings**

(a) The Board may call an extraordinary General Meeting of the Members at any time.

(b) The Board or Secretary must call a meeting where they are required to do so by the Act.

(c) The Members may call a meeting when permitted by the Act.

(d) The Company will provide a copy of the notice to the Members and such persons it is required to under the Act.

(e) The period of notice to call a meeting of the Members will be not less than 21 days' notice. Shorter notice periods may only be given when permitted by the Act.

(f) Except where the Board resolves to the contrary due to urgency or special circumstances, at least 60 days prior to the intended date of a General Meeting, the Board will cause to be published the intended date, time and location of such meeting, and such publication may occur using the Company's website, newsletter, mail out or other methods approved of by the Board.

(g) For an AGM:

i. Members may request matters to be included on the agenda by delivering such requests to the Secretary of the Board not less than 45 days prior to the date of such meeting.

ii. The agenda inclusive of items of general business will be sent to each Member not less than 21 days prior to the date of such meeting.

(h) The notice sent with the agenda for a General Meeting must contain:

i. The date of the meeting;

ii. The location of the meeting;

iii. The time of the meeting;

iv. The general nature of the meeting's business including any resolutions to be considered that have been approved by the Board of Directors for publishing in the agenda;

v. Any special business to be transacted at the meeting;

vi. If a Member has a right to a proxy; and

vii. Any alternative manner of conducting a meeting.

(i) Special business includes all business that is transacted at an extraordinary general meeting, and all business transacted at an AGM, except the following:

i. Appointment of Directors;

ii. Consideration of the Directors' and Auditor's reports; and

iii. The appointment (if any) of the Company Auditor and the fixing of his or her remuneration.

14.2 **Quorum**

(a) Where the Company has more than one Member, a General Meeting can only transact business if at least 5% of the persons composing the Members of the Company are present either in person, by audio or visual audio means or by the appointment of a proxy.

(b) If a quorum is not present within half an hour after the advertised starting time of the meeting, then:

i. If the meeting was called at the request of Members, the meeting is cancelled; or

ii. In any other case, the meeting is postponed to the same place on the same day and at the same time the following week, or to any other time and place chosen by the Directors and if a quorum is not present within half an hour after the starting time of the postponed meeting, it is cancelled.

14.3 **Chairperson**

The Chairperson of Board of Directors, or the appointed Chairperson, presides at each General Meeting as the Chairperson of that meeting. If there is no Chairperson, or the appointed Chairperson is unwilling to preside or is more than 15 minutes late to the meeting, the Board may nominate another Director to Chair the General Meeting but failing that then the Members who are present must choose one of their numbers to chair that meeting.

14.4 **Adjournment**

(a) The Chairperson may at any time adjourn a meeting with the consent of a majority of those present or when there is not enough person's present to constitute a quorum.

(b) The Board must give at least 21 days notice of the adjourned meeting date, and a notice postponing a General Meeting must specify:

i. The new date and time for the meeting;

ii. The place where the meeting is to be held, which may be either the same as or different to the place specified in the notice originally convening the meeting; and

iii. If the meeting is to be held in two or more places, the technology that will be used to hold the meeting in that manner.

14.5 **Notice**

(a) A notice of General Meeting may be given electronically, by post or by such other method of delivery permitted by the *Act*.

(b) A person may waive the requirement to give notice of a General Meeting by written notice to the Company.

(c) The non receipt of a notice of a General Meeting or a failure to given notice of a General Meeting, does not invalidate any act, matter thing done or resolution passed at a General Meeting, if the non-receipt was an accident or genuine error or its receipt, and attendance by the Member concerned, would have made no material difference to the outcome concerned.

14.6 **Poll**

(a) If a Resolution is put to vote at a General Meeting, it must be decided on a show of hands, unless otherwise stated in the Constitution or By-Laws, or a poll (written vote) is requested by any of the following:

i. The Chairperson; and

ii. Any Members who between them hold 10% of the voting rights of all those who have a right to vote at the meeting.

(b) Unless the person who requested a poll withdraws the request, the Chairperson must decide how and when the vote is to be taken. If the vote concerns the election of a Chairperson or the adjournment of the meeting, it must be taken immediately.

(c) At meetings each Member who is entitled to vote may vote in person, via Microsoft Teams or Zoom, or any other electronic platform, or by proxy or by attorney and on a show of hands every person present who is a Member present in person or by proxy or by attorney or other duly authorised representative shall have one vote.

14.7 **Casting Vote**

(a) If the votes are equally divided on a show of hands or a poll, the Chairperson of the meeting may make a second, and casting vote.

(b) Declarations by the Chairperson that a Resolution has been carried unanimously, or by a particular majority, or lost, and an entry in the minutes to that effect, are conclusive evidence of the outcome of a show of hands. If the Company has only one Member, and the Member records in writing his or her decision on a question, it counts as the passing of a Resolution. The record also counts as the minutes of the passing of the Resolution.

(c) If a Member is mentally unfit to vote, his or her vote may be exercised by the person or body that is entitled to manage his or her estate or affairs.

(d) An objection to the validity of a person's vote may only be raised at the meeting. The Chairperson's decision on the objection is final.

14.8 **Passing resolutions by circular**

(a) To the extent permitted by the Act, the Members may pass a circular resolution without a General Meeting if:

i. The proposed resolution is sent to all Members; and

ii. All Members entitled to vote, consent to the passing of the resolution without the holding of a General Meeting; and

iii. All Members entitled to vote, do in fact pass the resolution by signing it.

(b) Separate copies of the document may be used, subject to the documents having identical wording, in which case the resolution is deemed to be passed when the last Member signs.

14.9 **Proxies**

(a) A Member who is entitled to vote at a meeting may appoint any person as a proxy to represent, and to vote for the Member at a meeting. The proxy has the same rights at the meeting as the Member would have had, except to the extent that the document appointing the proxy limits them. A proxy may also be revoked by that Member at any time by notice in writing to the Company.

(b) A current permanent employee of the Company, nor any individual who was a permanent employee within the 12 month period prior to the relevant

Member's meeting, is not permitted to be a proxy for a Member. Any appointment in favour of any such individual will be deemed invalid and must not be accepted by the Chair of the meeting.

(c) No person can act as a Proxy for more than 4 Members at any General Meeting of the Company except that the Chairperson of the meeting, Secretary and the Deputy Chair are authorised to receive proxies appointing either of them as a matter of routine or random appointment. They must not directly solicit Members to persuade them to complete a Proxy in their favour as Members are expected to exercise their vote independently.

(d) The document appointing a proxy must comply with the Act and:

i. State the Member's name and address;

ii. State the Company name;

iii. State the proxy name; and

iv. Be signed by the Member or the Member's authorised attorney, or (if the Member is a company) under seal or signed by an authorised officer or attorney.

(e) If a Member wants to direct how the Member's proxy is to vote on a particular Resolution, the document appointing the proxy must be in the following form or as close to is as the circumstances allow. The proxy must follow the direction.

(f) A proxy appointed to attend and vote for a Member has the same rights as the Member:

i. To speak at the meeting;

ii. To vote but only to the extend permitted by the appointment; and

iii. To join in a demand for a poll.

I/We,………………………………………………………………………
of …………………………………………………………………………….
being a *Member/*Members of the above named Company, hereby appoint ………………………………………………………………………
of …………………………………………………………………………….
in his absence ……………………………………………………………….
of …………………………………………………………………………….
to vote for *me/*us on *my/*our behalf at the (annual or extraordinary, as the case may be) general meeting of the Company to be held on the day of ……………………… 20 , and at any adjournment thereof.
this form is to be used *in favour of/against the Resolution.

Signed this day of .

***Strike out whichever is not desired**

(Unless otherwise instructed, the proxy may vote as he thinks fit)
A document appointing a proxy (and any power of attorney under which it is signed, or a certified copy of that power) must be received by the Company at least 48 hours before the time of the meeting, or, in the case of a poll, not less than 24 hours before the time appointed for the taking of the poll. If the document is not received on time, the proxy cannot vote at the meeting.

(g) A document appointing a proxy is deemed to be received when it is received at any of the following:

i. The Company's registered office; or

ii. A place, or electronic address specified for the purpose in the notice of the meeting.

(h) A vote made under a proxy is not made invalid by and of the following facts unless the Company receives written notice of the fact before the commencement of the meeting:

i. The Member has died; or

ii. The Member has become mentally unfit to vote; or

iii. The proxy or power has been revoked.

14.10 **Minutes**

(a) The Directors must ensure that the minutes of a meeting of Members record the following:

i. The names of all Directors who are present;

ii. The name of the Chairperson;

iii. The names of all Members who are present;

iv. Resolutions passed at the meetings; and

v. Any appointment of an officeholder.

(b) The minutes of a General Meeting must be signed by the Chairperson of the meeting, the Secretary or two directors, either at that meeting or as soon as reasonably practicable.

14.11 **General Meetings**

The Company may hold an AGM following the end of each Financial Year. All other General Meetings are called extraordinary general meetings.

15. <u>Disciplinary System</u>

15.1 **Purpose**

The purpose of the disciplinary system of the Company includes the encouragement and enforcement of behaviour by persons that:

(a) Ensures the health and safety of all persons involved in the activities of the Company whether they be competitors, officials, staff or spectators;

(b) Ensures the health and welfare of all livestock involved in activities of the Company;

(c) Ensures the fairness and integrity of competition and of the judging system;

(d) Ensures the reputation and wellbeing of the Company generally; and

(e) Ensures compliance with the requirements of this Constitution and all rules, regulations and By-Laws of the Company.

15.2 **Breach**

It is a breach of the Constitution for any Member to do anything, or omit to do anything, which offends the purposes of the Company's disciplinary system.

15.3 **Best interests of Company**

Disciplinary proceedings may be commenced for a breach even if there is no specific rule, By-Law or regulation describing or prohibiting the behaviour in question. A breach can arise where such behaviour or conduct is prejudicial to the interests of the Company, unfairly discriminatory or oppressive to the Company or another Member.

15.4 **Fixed Penalties**

The By Laws may prescribe fixed penalties for certain types of breaches. The Board may also delegate authority to Committees, or other persons, to impose or levy fines or other penalties for breach of the disciplinary system.

15.5 **Members bound**

Each Member submits to the disciplinary system of the Company, and agrees to abide by it, including paying any fine, or complying with such penalty, arising. This includes encouraging other persons who are not Members to comply.

16. Grievances and Discipline of Members

16.1 **Jurisdiction**

(a) All Members agree to be subject to, and abide by, the jurisdiction, procedures, penalties and appeal mechanisms of the Company whether under the By-Laws, or this Constitution.

16.2 **Conference**

(a) In the event of a Dispute between the Company and a Member, the parties must first attempt to resolve the Dispute by informal conference as provided for in this Clause.

(b) The following procedure must be followed:

i. If a party believes that a Dispute has arisen, then that party must notify the other party it wants to hold a conference in accordance with this Clause;

ii. The Company must appoint one person form the Board or its executive to represent the Company at the conference;

iii. The parties need not attend the conference in person but may do so using any forms of telecommunication or audio visual communication;

iv. The conference is to be without prejudice, private and held in good faith;

v. The conference is to be held on a date and time mutually agreed to but in the absence of agreement, then at such time, date and location nominated by the Board.

(c) If the dispute is not resolved within 14 days of a party requesting the conference, then the Board may refer the matter to the Disciplinary Committee or such other form of dispute resolution that the Board determines is most appropriate by reference to this Constitution and the By Laws.

16.3 **Disciplinary Committee**

(a) The Board will create a Disciplinary Committee which shall have delegated powers and authority of the Board, to hear and determine disputes, grievances, and complaints, and to impose penalties on Members.

(b) The Disciplinary Committee may deal with any dispute, grievance or complaint referred to it by the Board, or which by this Constitution or the By Laws require referral to such committee.

(c) The Disciplinary Committee will comprise of such persons as the Board appoints from time to time, and the Board may appoint permanent, casual or ad hoc persons to the Committee, and may also remove and replace such persons as it sees fit. The Committee need not comprise of Members of the Company. At a hearing of any matter, the Disciplinary Committee should comprise of three or five persons (as the Board appoints) who are not a party to the dispute, or a witness to the dispute.

(d) A hearing of the Disciplinary Committee will not be open to the Public or other Members. Only those persons directly involved in the Dispute, its hearing, and resolution, witnesses, or who otherwise have leave of the Disciplinary Committee, may be present.

(e) The Disciplinary Committee is not bound by the rules of evidence.

(f) The Disciplinary Committee will be bound by the rules of natural justice.

(g) A decision of a Disciplinary Committee shall be by majority decision.

(h) If members of a Disciplinary Committee are equally divided, the chairperson of that Committee shall have a casting vote.

(i) At the conclusion of a hearing a Disciplinary Committee shall decide whether the member against whom proceedings have been initiated has engaged in one or more of the types of conduct that this Constitution or the By Laws prohibit, regulate or which otherwise brings the Company into disrepute.

(j) The Decision of the Disciplinary Committee may be made at the end of the hearing, or at a later date (reserved) but should be given as soon as reasonably possible.

(k) The Disciplinary Committee may decide to impose one or more of the following penalties; (a) require a letter of apology in such wording as is approved by a Disciplinary Committee; (b) a caution, a reprimand or a severe reprimand; (c) a fine; (d) suspension from the events; (e) expulsion from events; or (f) termination of Membership; or (g) Such other penalty as the Disciplinary Committee sees fit.

(l) The Disciplinary Committee may order that one or more of the penalties be suspended, for such time as it determines, to take effect only if such future event as it determines happens or does not happen.

(m) If a Disciplinary Committee decides to suspend a Member, it shall state the period of the suspension.

(n) If a Disciplinary Committee decides to fine a Member, it shall state the amount of the fine.

(o) A Disciplinary Committee may also decide to suspend a Member until a fine is paid.

(p) A Disciplinary Committee may also decide to allow a fine to be paid by a date which it determines or by instalments which it determines.

(q) A decision to expel/terminate or suspend a Member shall not take effect, nor shall a fine become payable, until;

i. The expiration of the time period (if any) provided in this Constitution or the By Laws for Appeal,

ii. If an application for appeal is made, the date when the application is determined.

16.4 Review to Board

(a) Any Member who is dissatisfied with the decision of the Disciplinary Committee or another tribunal or committee established under the By Laws for regulating conduct or behaviour of Members, may seek a review of the decision by the Board but provided such application for review is lodged in writing with the Board within 14 days of the Member being notified of the decision.

(b) An application for review by a Member must:

i. Be in writing;

ii. Be received by the Board within 14 days of the Member becoming aware of the decision the Member seeks to appeal;

iii. State the decision which the Member is reviewing and who made the decision; and

iv. Provide the Member's reasons for seeking a review.

(c) Upon receipt of a validly made application for review, the Board may at its sole discretion either conduct the review on the papers or in person and must write to the concerned parties of its decision in this regard.

(d) If the review is to be done on the papers, the Company must inform the Member and any other party involved in the dispute the subject of the decision, that they must file their submissions, and evidence within 21 days of the date of such notice from the Company.

(e) If the review is to be done in person, the Company must inform the Member and the other party to the dispute, of the date, time and location of the special Board meeting, and request that they attend to present their case.

(f) The Board will not be subject to the rules of evidence and may conduct the hearing of the appeal by referring to the evidence before the original decision maker, and by taking fresh or new evidence.

(g) Any person on the Board who was involved as a decision maker (e.g. member of tribunal) of the original decision, will not participate in the deciding of the review and must absent themselves from any discussion about the review and cannot vote on the matter.

(h) The Board may confirm, amend, alter, set aside in whole or in part, the decision of the original decision maker, and may impose new or additional penalties as it sees fit.

(i) In deciding, the Board shall attempt to act in the best interests of the Company as a whole, and to apply this Constitution and By Laws.

(j) There will be no right of appeal from the decision of the Board.

(k) Where the Board dismisses the review application or confirms the decision maker's decision, the Board may order that the Member who made the application for review pay the costs of the review including the costs of organising the special Board meeting and conducting the hearing.

(l) In arriving at its decision, the Board will arrive at their decision by Secret Ballot.

16.5 **By-Laws**

The By Laws may provide:

(a) For further processes, or guidelines, for the Disciplinary Committee to follow, or limitations on the amount of fines, or other penalties (including years of suspension) that may be imposed;

(b) That certain types of disputes are to be dealt with in a different or alternate method to that set out in this Constitution, including by establishing an alternate tribunal or method of determination to that provided for in this Constitution;

(c) The termination of a Member from membership of the Company; and

(d) A process for investigation of any allegation which in the opinion of the Board is not vexatious, trivial or frivolous.

17. Termination of Membership

17.1 A Member's membership will terminate upon:

(a) Resignation:

(b) Death or total and permanent incapacity;

(c) Failure to meet any eligibility criteria set in this Constitution or By Laws to be a Member;

(d) Liquidation or bankruptcy;

(e) Membership fees remaining in arrears for more than 90 days without entering a payment plan approved of by the Board, or where such payment plan has been breached;

(f) When terminated by the Disciplinary Committee or Board; and

(g) In such other circumstances, if any, specified in this Constitution or the By Laws.

17.2 Without limiting the right to terminate, each Member agrees the Board has the power to terminate membership due to breach of this Constitution, the By Laws, or being guilty of conduct that brings the Company into disrepute, is prejudicial to its interests or is oppressive or discriminatory to the Company or other Members.

17.3 Where the Board has terminated the Membership or upheld the termination of Membership, the Member may request that the Board appoint a panel of three independent persons to review the Board's decision (Membership

Termination Review Committee), however, any such request must be received by the Company within 21 days of the Company advising the Member of the Board's decision to terminate the Member's membership, failing which the Member accepts the termination as valid and final.

17.4 The persons appointed to the Membership Termination Review Committee must have a chairperson who has legal qualifications or at least two years of experience in adjudicating or determining disputes, for example, a lay tribunal member, or mediator, and comprise of persons who are not current members of the Board but may be Members of the Company.

17.5 The Membership Termination Review Committee must review the Board's decision, the evidence and information relied on by the Board, and any additional or further evidence provided or obtained, and allow the Member and the Board an opportunity to make submissions either in writing, or in person on a date and time set by the Membership Termination Review Committee.

17.6 The Membership Termination Review Committee is not bound by the rules of evidence, and its decision will be final and binding on the Member and the Company subject only to manifest error.

17.7 The Membership Termination Review Committee must make its decision by a majority and where they cannot reach a decision, the Board's decision will be deemed to be upheld.

17.8 The Membership Review Committee can only confirm the termination decision of the Board or recommend that the Board rescind its decision of termination. It does not have the power to amend or set aside the decision. Where it recommends it be rescinded, it must provide reasons for finding that the termination is unconstitutional, invalid or unjust.

18. Fees and Subscriptions

18.1 Fees Payable by Members

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

i. The amount of the annual membership fee payable by each Member, or any category of Members;

ii. Any other amount to be paid by each Member, or any category of Members that is implemented by the Company to ensure the membership requirements are fulfilled.

(b) Each Member agrees that they must pay to the Company the amounts determined under this Clause relevant to their membership classification.

18.2 Non-Payment of Fees

(a) Where a member is in arrears for greater than 90 days the Board may:

i. Enter an arrangement in writing with the Member for the payment of the amount and provided the Member has not breached that arrangement, they may still attend and vote at meetings of Members; or

ii. Suspend or terminate their Membership.

19. CEO

19.1 Appointment

The Board may appoint a CEO.

19.2 Powers, duties and authorities of CEO

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

(b) The exercise of those powers and authorities, and the performance of those duties, by the CEO are subject at all times to the control of the Board or any person appointed by the Board to supervise the CEO.

19.3 Suspension and removal of CEO

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

19.4 Delegation by Directors to CEO

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

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

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

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

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

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

19.5 CEO to attend meetings

The CEO should attend meetings of the Board to give a report. However, the Board may set times for attendance and require the CEO to be absent from certain agenda items or discussion points. The CEO may speak at meetings they attend, but will have no vote.

20. Company Administration

20.1 Notices

If the Company is required to notify a director or Member, it may use personal delivery, post, email and such other methods permitted by the Act, at its discretion.

20.2 **Company Seal and Execution of Documents**

(a) The Company will operate without a Seal.

(b) The ‘signature’ of the Company may be applied by:

i. 2 Directors; or

ii. By a Director and the Secretary;

iii. A duly appointed attorney of the Company pursuant to a power of attorney that has not been revoked at the time of signing; or

iv. Another person authorised by a resolution of the Board to sign such documents or deeds on behalf of the Company.

20.3 **Accounting and Other Records**

(a) The Directors must ensure that proper accounting and other records are kept, and that financial reports and other reports are prepared and distributed in accordance with the requirements of the Act.

(b) Members rights of inspection will be as provided for by the Act.

20.4 **Auditor**

If the Company is required to appoint an Auditor, then the first Auditor shall be appointed by the Directors unless the Company at general meeting has appointed an Auditor. The removal or replacement of an Auditor shall be in accordance with the Act.

21. <u>Indemnity</u>

21.1 **Terms of Indemnity**

(a) Every person who is an Officer shall be indemnified by the Company against, and the Company shall pay the amount of any liability to another person (other than the Company or Related Company of the Company as defined in the Act) incurred in that person’s capacity as an Officer unless such liability arises out of conduct involving lack of good faith or the Act prohibits the Company from paying that liability on behalf of the Officer.

(b) The Company will indemnify an Officer against a liability for costs and expenses (including, without limitation, legal expenses on a full indemnity basis) incurred by the Officer:

i. In defending proceedings, whether civil or criminal, in which:

1. Judgement is given in favour of the Officer; or

2. The Officer is acquitted; or

ii. In connection with proceedings for relief to the Officer under the Act in which the court denies the relief,

Except such indemnity will not apply where:

i. A court subsequently determines that the indemnification is not permitted; or

ii. The indemnification is not permitted by the Act.

(c) For the purposes of this Clause, the Company shall have the burden of proving that the Officer to be indemnified is not entitled to the requested indemnification.

(d) If the Company determines that an Officer is not entitled to be indemnified, that person shall be entitled to direct that the Company obtain and follow, at the Company's expense, an opinion as to such entitlement from a Senior Counsel with relevant expertise.

(e) The indemnification rights in this Clause constitute a contract between the relevant parties seeking indemnification and the Company and shall continue to have effect following the recession or restrictive modification of the clause with respect to events occurring prior to the rescission or modification of the clause.

21.2 **Payment of Costs**

Subject to this Constitution and to the Act, the Directors may, out of the funds of the Company, pay all the costs, losses and expenses which any Officer may incur or become liable to pay by reason of any contract entered into or act or thing done by them as such Officer or in any way in discharge of their duties.

21.3 **Contract of Insurance**

The Company must pay or agree to pay, whether directly or through an interposed entity, a premium for a contract insuring a person who is or has been a Director, Company Secretary or CEO (**Indemnified Officer**) against liability incurred by the person in that capacity, including a liability for legal costs, unless:

(a) The liability arises from actions which are:

i. Fraudulent; or

ii. Outside the scope of any delegated authority;

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

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

21.4 **Deed**

The Company may enter into a deed with any Indemnified Officer or a deed poll to give effect to the rights conferred by this Clause 21 on the terms the Directors think fit (as long as they are consistent with this Clause 21).

22. Confidentiality

Every officer, auditor, employee or agent of the Company must, if required by the Directors sign a confidentiality deed agreeing to maintain the confidentiality and secrecy of the Company's affairs and transactions.

Adoption of Constitution

I, Joyce Kathleen McCulloch being a Director, and the Secretary, of the Company confirm this Constitution was approved by the Members for adoption and registration as the Company's Constitution by Special Resolution of the Members on the 6 August 2025.

JMcCulloch

DATED: 23.12.25