AUSTRALIAN
CAMPS ASSOCIATION®
More people outdoors more often

Constitution

Amended October 2026

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PRELIMINARY

1. NATURE OF THE COMPANY

(a) The Company is a public company limited by guarantee.

(b) The name of the Company is Australian Camps Association.

2. DEFINITIONS AND INTERPRETATION

2.1 Definitions

In this Constitution unless the contrary intention appears:

ACNC Act	means the Australian Charities and Not-for-profits Commission Act 2012 (Cth).
Activity Member	means a person or entity qualified for membership of the Company under clause 5.7.
Alternate Director	means a person appointed as an alternate director under clause 36.
AGM	means the annual general meeting held each year as required by the Corporations Act and this Constitution.
Appointed Director	means a Director who is appointed by the Board in accordance with clause 27(e)
Auditor	means the Company's auditor appointed in accordance with clause 55(b).
Board	means the Board of Directors of the Company elected or appointed in accordance with this Constitution.
Business Day	means a day on which banks are open for business excluding Saturdays, Sundays and public holidays in Victoria.
Strategic Plan	means the strategic plan for the Company adopted from time to time by the Directors.
By-laws	means the By-laws of the Company under clause 46.
Camp Member	means a person or entity qualified for membership of the Company under clause 5.5.
Camping	means, among other things: (a) group accommodation, whether in permanent buildings or tents; (b) group activities generally undertaken for the purposes of recreation, social or personal development; (c) environmental education; or (d) outdoor pursuits, and should be interpreted in the broadest possible context.
Chair	means a person elected by the Board to such position under clause 38.1.
Chief Executive Officer	means any person appointed by the directors under clause 48 to perform the duties as are determined by the Directors.
Company	means Australian Camps Association Limited (ACN 115 082 212).
Constitution	means the constitution of the Company as amended from time to time.
Corporate Member	means an entity qualified for membership of the Company under clause 5.6.
Corporations Act	means the *Corporations Act 2001* (Cth).
Deadlock Meeting	has the meaning given to that term in clause 15(d).
Deputy Chair	means a person assuming such position under clause 38.1.
Director	includes any person occupying the position of director of the Company and,

	where appropriate, includes an Alternate Director.
Elected Director	means a Director who is nominated in accordance with clause 27 and elected by the Members.
Financial Year	means the year ending on 30 June.
Individual Member	means a person qualified for membership of the Company under clause 5.9.
Life Member	means a person qualified for membership of the Company under clause 5.11.
Member	means a member of the Company under clause 5.3 whether present in person or by proxy, attorney or Representative.
Office	means the Company's registered office.
Officer	has the meaning given to it in the Corporations Act.
Outdoor Experiences	means, among other things: (a) outdoor activities generally undertaken for the purposes of recreation, social or personal development, and (b) should be interpreted in the broadest possible context.
Register	means those registers maintained by the Company in accordance with the Corporations Act and this Constitution.
Registered Address	means the last known address of a Member as noted in the Register.
Representative	means a person appointed as such under clause 10.
Secretary	means the company secretary appointed from time to time in accordance with this Constitution.
Seal	means the Company's common seal (if any).
Service Member	means a person or entity qualified for membership of the Company under clause 5.8.
Southern Cross Member	means a person or entity qualified for membership of the Company under clause 5.10.
Special Resolution	has the meaning given in the Corporations Act.
Standard Operating Procedures	means the standard operating procedures approved from time to time by the Directors.
Sub-Committee	means a committee established under clause 45.
Voting Member	means a Member of the Company in accordance with clause 21 who holds voting rights.

2.2 Interpretation

In this Constitution, unless the context requires otherwise:

(a) the singular includes the plural and vice versa;

(b) a gender includes the other genders;

(c) the headings are used for convenience only and do not affect the interpretation of this Constitution;

(d) other grammatical forms of defined words or expressions have corresponding meanings;

(e) a reference to a document includes the document as modified from time to time and any document replacing it;

(f) if something is to be done on a day which is not a Business Day then it must be done on the next Business Day;

(g) the word "person" includes a natural person and any body or entity whether incorporated or not;

(h) the word "month" means calendar month and the word "year" means 12 months;

(i) the words "in writing" include any communication sent by letter or email or any other form of communication capable of being read by the recipient;

(j) a reference to a thing includes a part of that thing;

(k) a reference to all or any part of a statute, rule, regulation or ordinance (**statute**) includes that statute as amended, consolidated, re-enacted or replaced from time to time;

(l) wherever "include" or any form of that word is used, it must be construed as if it were followed by "(without being limited to)";

(m) a reference to any agency or body, if that agency or body ceases to exist or is reconstituted, renamed or replaced or has its powers or functions removed (**defunct body**), means the agency or body that performs most closely the functions of the defunct body; and

(n) any expression in a provision of this Constitution that relates to a particular provision of the Corporations Act has the same meaning as in that provision of the Corporations Act.

2.3 Replaceable Rules

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

OBJECTS

3. OBJECTS

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

(i) seek to bring about access to Camping and Outdoor Experiences for all, including those who are economically, physically or socially disadvantaged;

(ii) establish links, encourage cooperation and develop shared perspectives among people and organisations interested in Camping and Outdoor Experiences;

(iii) promote Camping and Outdoor Experiences in the community as a worthwhile, educational and recreational experience;

(iv) provide support for its Members by consultation, advice and cooperative action, in their pursuit of the objects of the Company;

(v) act as a recognised focus for consultation with all levels of government, providing a coordinated approach on matters related to Camping and Outdoor Experiences in order to represent the interests of the Camping community to government;

(vi) make submissions to government in order to seek recognition for the Company as the peak body in Australia for all matters relating to Camping and Outdoor Experiences;

(vii) access government funding programs in order to improve recognition of the Company, Camping, Outdoor Experiences and the Camping industry;

(viii) define, review and promote high standards of Camping (including safety, health and welfare), service and leadership training and care of the environment;

(ix) maintain and improve the quality of Camping and Outdoor Experiences offered to the community; and

(x) do anything that may be conducive to the attainment of any or all of the above purposes.

(b) The Company may only exercise the powers conferred by the Corporations Act to:

(i) carry out the objects in this clause 3; and

(ii) do all things incidental or convenient in relation to the exercise of power under clause 3(a).

INCOME AND PROPERTY OF COMPANY

4. INCOME AND PROPERTY OF COMPANY

(a) 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;

(b) No income or property will be paid or transferred directly or indirectly to any Member of the Company except for payments to a Member:

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

(ii) of interest at a rate not exceeding current bank overdraft rates of interest for moneys lent.

5. MEMBERSHIP

5.1 Number of Members

The number of Members with which the Company proposes to be registered is unlimited.

5.2 Member's liability

The liability of Members is limited to an amount not exceeding $10 (the guarantee) which each Member must contribute to the property of the Company if the Company is wound up while the Member is a Member, or within 12 months after they stop being a Member. This contribution is required to pay for the:

(a) debts and liabilities of the Company incurred before the Member stopped being a Member; or

(b) costs associated with the winding up.

5.3 Admission to Membership

(a) The Members of the Company will be:

(i) the existing members of the Camping Association of Victoria at the date of registration of the Company;

(ii) the persons who consented to become Members at the time of the Company's application for registration; and

(iii) any other persons, corporations or organisations whom or which the Directors admit to membership in accordance with this Constitution.

(b) The Members of the Company will consist of the following classes:

(i) Camp Members;

(ii) Corporate Members;

(iii) Activity Members;

(iv) Service Members;

(v) Individual Members;
(vi) Southern Cross Members;
(vii) Life Members, and

whenever the term "Member" is used in this Constitution it will be taken to include each of these classes of Member, unless the context requires otherwise.

(c) The Board may, from time to time and in accordance with the law, determine and vary by resolution:
(i) the classes or categories of membership of the Company;
(ii) the rights attached to being a member of each class or category of membership;
(iii) any eligibility requirements for admission into a particular class of membership;
(iv) the duration of membership and the amount of subscription or membership fees, if any, for each class or category of membership.

5.4 Application for Membership

(a) To be eligible to become a Member, an applicant must:
(i) have a genuine commitment to and an understanding of the objects in clause 3;
(ii) be an individual aged 18 years or older; and
(iii) ensure that all information provided when applying for membership of the Company is true and accurate and is not misleading or deceptive;
(iv) agree to comply with any Member Code of Conduct as updated from time to time;
(v) satisfy such other membership criteria as the directors may resolve from time to time, acting reasonably.

(b) Applications for membership of the Company will be signed by the applicant, in a form approved by the Directors in their absolute discretion.

(c) The application will be considered by the Directors. The Directors will:
(i) determine the admission or rejection of the applicant; or
(ii) decide to call on the applicant to supply any evidence of eligibility that they consider reasonably necessary.

(d) An applicant will be admitted to Membership of the Company if 75% of the Directors entitled to vote at the meeting of Directors at which the application is determined, vote by resolution to admit the applicant.

(e) If the Directors:
(i) require further evidence under clause 5.4(c), determination of the application will be deferred until this evidence has been supplied;
(ii) reject an application for membership, they will not be required to give reasons for the rejection.

(f) As soon as practicable following acceptance of an application, the Secretary will send the applicant written notice of the acceptance and request payment of the applicant's entrance fee and first annual subscription (if any).

(g) Subject to clause 5.4(h), an applicant will become a Member of the Company on payment of the amounts due under clause 5.4(f).

(h) If an amount due under clauses 5.4(f) and 5.4(g) is not paid within 30 days after the date the applicant is notified of acceptance, the Directors may cancel their acceptance of the applicant for Membership of the Company.

(i) The rights and privileges of every Member will attach to that Member only and will not be transferable by the Member's own act or by operation of law.

5.5 Camp Members

(a) A Camp Member must:

(i) submit a valid application for membership in accordance with clause 5.4; and

(ii) satisfy the Board as to their fitness for admission.

(b) A Camp Member admitted to membership in accordance with clause 5.4 has the right to receive notice of, attend and vote at general meetings of the Company.

5.6 Corporate Members

(a) A Corporate Member must:

(i) submit a valid application for membership in accordance with clause 5.4; and

(ii) satisfy the Board as to their fitness for admission.

(b) A Corporate Member will be entitled to nominate one authorised person to:

(i) receive notice of, attend and act as its Representative and vote at general meetings of the Company on behalf of the Corporate Member; and

(ii) run for election as an Elected Director, on behalf of the Corporate Member.

(c) Individuals that fall under a corporate membership will not otherwise have the right to vote at general meetings of the Company or to be elected as an Elected Director of the Company unless they are also an Individual Member of the Company, in which case they will have the right to vote at general meetings of the Company or to be elected as an Elected Director of the Company in their personal capacity and not as a Representative of the Corporate Member.

(d) For the avoidance of doubt, the Corporate Member’s Representative will only be entitled to one vote on behalf of the Corporate Member in general meetings of the Company.

(e) The Board may from time to time determine the entitlements of the employees and Representative of a Corporate Member.

(f) The Board may resolve to create additional categories of Corporate Members.

5.7 Activity Members

(a) An Activity Member must:

(i) submit a valid application for membership in accordance with clause 5.4; and

(ii) satisfy the Board as to their fitness for admission.

(b) An Activity Member admitted to membership in accordance with clause 5.4 has the right to receive notice of, attend and vote at general meetings of the Company.

5.8 Service Members

(a) A Service Member must:

(i) submit a valid application for membership in accordance with clause 5.4; and

(ii) satisfy the Board as to their fitness for admission.

(b) A Service Member admitted to membership in accordance with clause 5.4 has the right to receive notice of, attend and vote at general meetings of the Company.

5.9 Individual Members

(a) An Individual Member must:

(i) submit a valid application for membership in accordance with clause 5.4; and

(ii) satisfy the Board as to their fitness for admission.

(b) An Individual Member admitted to membership in accordance with clause 5.4 has the right to receive notice of, attend and vote at general meetings of the Company.

5.10 Southern Cross Members

(a) A Southern Cross Member must be elected by the Board, which will determine the requisite qualifications and eligibility criteria for membership from time to time.

(b) A Southern Cross Member admitted to membership in accordance with this clause 5.10 has the right to receive notice of, attend and vote at general meetings of the Company.

5.11 Life Members

A Life Member:

(a) must have been a Member of either of the below organisations for at least 10 years:

(i) the Company;

(ii) the Camping Association of Victoria;

(iii) the Camping Association Tasmania;

(iv) the Queensland Camping Association; or

(v) the Camping Association South Australia

(b) is exempt from the requirement to pay an annual subscription;

(c) must be elected by the Board; and

(d) will otherwise enjoy all the privileges and benefits, including voting rights, of a Camp Member.

6. ENTRANCE FEE AND ANNUAL SUBSCRIPTION

(a) The Directors may determine the entrance fee and annual subscription payable by each Member or each category of Member.

(b) All annual subscriptions will be due and payable on 1 July each year.

(c) If a Member does not pay a subscription within 30 days after it becomes due the Directors:

(i) will give the Member notice of that fact; and

(ii) if the subscription remains unpaid 21 days from the date of that notice, may declare that Member's membership forfeited.

7. CEASING TO BE A MEMBER

(a) A Member's membership of the Company will cease:

(i) if the Member gives the Secretary written notice of resignation, from the date of receipt of that notice by the Secretary;

(ii) if 75% of the Members entitled to vote at a meeting of Members by resolution terminate the membership of a Member:

A whose status or conduct in their opinion renders it undesirable that that Member continue to be a Member of the Company; and

B only after the Member has been given at least 21 days' notice of the resolution and has had the opportunity to be heard at the meeting at which the resolution is proposed;

(iii) if membership is forfeited under clause 6(c)(ii);

(iv) where the Member is an individual, if the Member:

A dies;

B 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

C is convicted of an indictable offence;

(v) where the Member is not an individual, if:

A a liquidator is appointed in connection with the winding up of the Member; or

B an order is made by a Court for the winding up or deregistration of the Member.

(b) Any Member ceasing to be a Member:

(i) will not be entitled to any refund (or part refund) of a subscription; and

(ii) will remain liable for and will pay to the Company all subscriptions and moneys which were due at the date of ceasing to be a Member.

8. DISCIPLINARY PROCEDURES

(a) If any Member wilfully refuses or neglects to comply with the provisions of this Constitution or is guilty of any conduct which in the opinion of the Board is unbecoming of a Member or prejudicial to the interests of the Company, the Board will have the power by resolution to censure, suspend or expel the Member from the Company.

(b) Any action taken by the Board in accordance with clause 8(a) is effective only after the Board gives the Member at least 7 days' notice of:

(i) the meeting;

(ii) the allegations against the Member; and

(iii) the proposed resolution.

9. POWERS OF ATTORNEY

(a) If a Member executes or proposes to execute any document or do any act by or through an attorney which affects the Company or the Member's membership in the Company, that Member must deliver the instrument appointing the attorney to the Company for notation.

(b) If the Company asks the Member to file with it a certified copy of the instrument for the Company to retain, the Member will promptly comply with that request.

(c) The Company may ask for whatever evidence it thinks appropriate that the power of attorney is effective and continues to be in force.

10. REPRESENTATIVES

(a) A Member (other than a Member that is a natural person), by written notice to the Secretary:

(i) must appoint a natural person to act as its Representative in all matters connected with the Company as permitted by the Corporations Act; and

(ii) may remove a Representative.

(b) A Representative is entitled to:

(i) exercise at a general meeting all the powers, including voting rights, which the Member who appointed him or her could exercise if it were a natural person;

(ii) stand for election as an office bearer or Director; and

(iii) be counted towards a quorum on the basis that the Member is to be considered personally present at a general meeting by its Representative.

(c) A certificate executed in accordance with section 127 of the Corporations Act is rebuttable evidence of the appointment or removal (as appropriate) of the Representative.

(d) The Chair may allow a Representative to vote on the condition that he or she subsequently establishes his or her status as a Representative within a period prescribed by and to the satisfaction of the Chair.

(e) The appointment of a Representative may set out restrictions on the Representative's powers.

GENERAL MEETINGS AND RIGHTS OF MEMBERS

11. CALLING GENERAL MEETING

(a) Any Director may, at any time, call a general meeting.

(b) The Directors must call and arrange to hold a general meeting on the request of Members with at least 5% of the vote that may be cast at the general meeting. Such a request must:

(i) be in writing;

(ii) state any resolution to be proposed at the meeting;

(iii) be signed by the Members making the request; and

(iv) be given to the Company.

(c) If Members with at least 5% of the votes that may be cast at a general meeting make a written request to the Company for a general meeting to be held, the Board must, within 21 days of the Members' request, give all Members notice of a general meeting and hold the general meeting within 2 months of the Members' request.

12. NOTICE OF GENERAL MEETING

(a) Subject to the provisions of the Corporations Act that allow for shorter notice, at least 21 days' written notice (exclusive 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.

(b) A notice calling a general meeting:

(i) must specify the place, date and time of the meeting and if the meeting is to be held in two or more places, the technology that will be used to facilitate this;

(ii) must state the general nature of the business to be conducted at the meeting; and

(iii) may specify a place and electronic address for the purposes of proxy appointment.

(c) A notice of an AGM need not state that the business to be transacted at the meeting includes:

(i) the consideration of the annual financial report, Directors' report and the Auditor's report;

(ii) the election of directors; or

(iii) the appointment and fixing of the remuneration of the Auditor.

(d) The Directors may postpone or cancel any general meeting whenever they think fit (other than a meeting called as the result of a request under clause 11(b)).

(e) The Directors must give notice of the postponement or cancellation to all persons referred to in clause 54 entitled to receive notices from the Company.

(f) The failure or 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.

PROCEEDINGS AT GENERAL MEETINGS

13. QUORUM

(a) No business may be transacted at a general meeting unless a quorum of Members is present when the meeting proceeds to business.

(b) A quorum of Members is 15 Members.

(c) If a quorum is not present within 30 minutes after the time appointed for a general meeting:

(i) if the general meeting was called on the requisition of Members, it is automatically dissolved; or

(ii) in any other case:

A it will stand adjourned to the same time and place 7 days after the meeting, or to another day, time and place determined by the Chair; and

B 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.

14. CHAIR

(a) The Chair, or in their absence the Deputy Chair, will be the Chair of:

(i) Directors' meetings;

(ii) general meetings.

(b) If:

(i) there is no Chair or Deputy Chair; or

(ii) neither the Chair nor Deputy Chair is present within 15 minutes after the time appointed for holding the general meeting; or

(iii) the Chair and Deputy Chair are unwilling to act as Chair of the general meeting,

(iv) the Directors present may elect a Chair for that general meeting of the Members.

(c) If no election is made under clause 14(b), then:

(i) the Members may elect one of the Directors present as Chair; or

(ii) if no Director is present or willing to take the chair, the Members may elect one of the Members present as Chair.

(d) If there is a dispute at a general meeting about a question of procedure, the Chair may determine the question.

15. ADJOURNMENT

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

(i) in their discretion may adjourn the general meeting with the meeting's consent; and

(ii) must adjourn the general meeting if the meeting directs them to do so.

(b) An adjourned general meeting may take place at a different venue to the initial general meeting.

(c) The only business that can be transacted at an adjourned general meeting is the unfinished business of the initial general meeting.

(d) In the event there is an equality of votes on a resolution, the Chair must adjourn the general meeting to the same time and place 7 days after the meeting, or to another day, time or place determined by the Chair (**Deadlock Meeting**).

(e) The only business that can be transacted at a Deadlock Meeting is the unfinished business of the initial general meeting.

(f) Notice of an adjourned general meeting must only be given in accordance with clause 12(a) if a general meeting has been adjourned for more than 21 days.

16. DECISION ON QUESTIONS

(a) Subject to the Corporations Act 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.

(b) A resolution put to the vote of a meeting is decided on a show of hands unless a poll is demanded in accordance with the Corporations Act.

(c) Unless a poll is demanded:

(i) a declaration by the Chair that a resolution has been carried, carried by a specified majority, or lost; and

(ii) 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.

(d) The demand for a poll may be withdrawn.

(e) 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.

17. TAKING A POLL

(a) A poll will be taken when and in the manner that the Chair directs.

(b) The result of the poll will be the resolution of the meeting at which the poll was demanded.

(c) The Chair may determine any dispute about the admission or rejection of a vote.

(d) The Chair's determination, if made in good faith, will be final and conclusive.

(e) A poll demanded on the election of the Chair or the adjournment of a general meeting must be taken immediately.

(f) 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.

18. CASTING VOTE OF CHAIR

The Chair does not have a casting vote in addition to the Chair's vote as a Member, proxy, attorney or Representative.

19. VOTING BY MAIL, ELECTRONIC MAIL OR ON ANOTHER VOTING PLATFORM

Matters requiring the approval of the Board or Members may be decided by:

(a) in respect of urgent matters arising between meetings of the Board, by a mail or e-mail vote; or

(b) in respect of all other matters, by using such other platform or means that reliably facilitates such votes and enables all Directors and Members to participate (Other Voting Platform) as agreed by the Board from time to time, which shall be conducted in the following manner:

(i) upon the instructions of the Chair or by resolution of the Board any matter which may be dealt with by the Board, at a general meeting or AGM, shall be submitted to a vote by mail, e-mail or Other Voting Platform;

(ii) where a vote by mail or e-mail is intended to be taken, the Chair (or Secretary) may notify all Directors and Members, as the case may be, and send by mail, or e-mail to or otherwise notify to each party who is entitled to vote, a clear statement of the question to be voted upon, with a request that they return their vote thereon by mail or e-mail to the Chair or otherwise in accordance with the rules governing the use of the Other Voting Platform pursuant to clause 19(c). Such request shall state the date upon which voting shall close;

(iii) within seven (7) days of the closing of vote the Chair shall mail or e-mail each Director and Member, as the case may be, a report of the result of such voting. The report shall contain a copy of the question and the resultant decision;

(iv) all votes received by the Chair shall be filed with a copy of the question and a copy of the report of the result of the voting, and shall be retained by the Company for a period of not less than one (1) year;

(c) The use of any Other Voting Platform is subject to any procedures implemented by the Board, and such procedures are paramount to the extent of any conflict or ambiguity between it and any rules or procedures also applicable to any Other Voting Platform.

20. OFFENSIVE MATERIAL

A person may be refused admission to, or required to leave and not return to, a meeting if the person:

(a) refuses to permit examination of any article in the person's possession; or

(b) is in possession of any:

(i) electronic or recording device;

(ii) placard or banner; or

(iii) other article,

which the Chair considers to be dangerous, offensive or liable to cause disruption.

VOTES OF MEMBERS

21. ENTITLEMENT TO VOTE

(a) A Member is not entitled to vote at a general meeting if the member's annual subscription is unpaid at the date of the meeting.

(b) Each Member entitled to vote has one vote.

22. OBJECTIONS

(a) An objection to the qualification of a Member to vote may only be raised at the general meeting or adjourned general meeting at which the Member voted.

(b) An objection must be referred to the Chair, whose decision is final.

(c) A vote which the Chair allows despite an objection is valid for all purposes.

23. VOTES BY PROXY

(a) If a Member appoints a proxy, proxies or an attorney, the proxy, proxies or attorney may not vote on a show of hands.

(b) A proxy must be a Member.

(c) A proxy may demand or join in demanding a poll.

(d) A proxy or attorney may vote on a poll.

(e) A proxy may vote or abstain as they choose except where the appointment of the proxy directs the way the proxy is to vote on a particular resolution. If a proxy votes at all, the proxy will be deemed to have voted all directed proxies in the manner directed.

24. DOCUMENT APPOINTING PROXY

(a) An appointment of a proxy is valid if it is signed by the Member making the appointment and contains the information required by the Corporations Act. The Directors may determine that an appointment of proxy is valid even if it only contains some of the information required by the Corporations Act.

(b) For the purposes of clause 24(a), an appointment received at an electronic address will be taken to be signed by the Member if:

(i) a personal identification code allocated by the Company to the Member has been input into the appointment; or

(ii) the appointment has been verified in another manner approved by the Directors.

(c) A proxy's appointment is valid at an adjourned general meeting.

(d) A proxy or attorney may be appointed for all general meetings or for any number of general meetings or for a particular purpose.

(e) Unless otherwise provided for in the proxy's appointment or in any instrument appointing an attorney, the appointment of the proxy or the attorney will be taken to confer authority:

(i) to vote on:

A any amendment moved to the proposed resolutions and on any motion that the proposed resolution not be put or any similar motion; and

B any procedural motion, including any motion to elect the chair, to vacate the chair or to adjourn the general meeting,

even though the appointment may specify the way the proxy or attorney is to vote on a particular resolution; and

(ii) to vote on any motion before the general meeting whether or not the motion is referred to in the appointment.

(f) If a proxy appointment is signed by the Member but does not name the proxy or proxies in whose favour it is given, the Chair may either cast as proxy or complete the appointment by inserting the name or names of one or more Directors or the Secretary.

25. LODGEMENT OF PROXY

(a) The written appointment of a proxy or attorney must be received by the Company, at least 48 hours (unless otherwise specified in the notice of meeting to which the proxy relates) before:

(i) the time for holding the general meeting or adjourned general meeting at which the appointee proposes to vote; or

(ii) the taking of a poll on which the appointee proposes to vote.

(b) The Company is deemed to have received an appointment of a proxy and any power of attorney or other authority under which it was executed when they are received at:

(i) the Office;

(ii) a place or electronic address specified for that purpose in the notice of meeting.

26. VALIDITY

A vote cast in accordance with an appointment of proxy or power of attorney is valid even if before the vote was cast the appointor:

(a) died;

(b) became mentally incapacitated; or

(c) revoked the proxy or power,

unless any written notification of the death, unsoundness of mind or revocation was received by the Company before the relevant general meeting or adjourned general meeting.

APPOINTMENT AND REMOVAL OF DIRECTORS

27. APPOINTMENT AND REMOVAL OF DIRECTORS

(a) The Board may delegate specified powers and responsibilities, set out in the Constitution, to such committees the Board considers appropriate, provided that such committees shall not have any power of delegation, such committees to include, but not be limited to:

(i) Grievance;

(ii) Finance;

(iii) Board Pre Selection Committee:

A The Board must appoint a committee to receive nominations, and to recommend to the Board candidates, for election as a director (Board Pre Selection Committee).

B The Board Pre Selection Committee must be comprised of the ACA Chair, two current Board Members and if available an independent person to be selected at the discretion of the Board.

(b) Established under these Rules the Board makes a decision in respect of any matter referred to it in accordance with the Rules, the Board may direct the relevant committee, or Board to refer the matter to it for determination, if it appears to the Board:

(i) The matter raises a major issue of policy in relation to the activities of the organisation and the determination of the matter may have a substantial effect on the affairs of the organisation and/or any of its members;

(ii) Any decision on the matter has been unreasonably delayed or is otherwise disadvantaging one of the parties or the consideration of the matter by the Organisation Board would better facilitate the Organisation in controlling and managing the affairs of the Organisation.

(c) To be eligible for appointment as a director of the Company, all Elected Directors and Appointed Directors must:

(i) be 18 years of age or older;

(ii) not be ineligible to be a director under the Corporations Act or the ACNC Act;

(iii) have:

A suitable skills, experience and/or qualifications in governance;

B suitable experience in Camping and/or Outdoor Experiences; or

C any such other qualifications as prescribed from the Board from time to time.

(d) Subject to clauses 27.1 and 38.2, Elected Directors shall hold office for a period of three years and shall be eligible for re-election. Each Elected Director shall hold office until the third AGM following the AGM at which he or she was elected at which time the Elected Director shall retire and the Director's position shall become vacant.

(e) Subject to clause 27.1(b), Appointed Directors will hold office for 2 years from the date of appointment and shall retire upon that expiration of that two year period at which time the position becomes vacant. The Director is eligible for reappointment by resolution of the Board.

(f) At every AGM, each vacating Director shall be eligible for and subject to re-election together with any other candidates on the following basis:

(i) Elected Directors will be elected either by ballot, email or Other Voting Platform as contemplated by clause 19, which will be conducted on or prior to the date fixed for the holding of the AGM of the Company.

(g) An Elected Director having held office for three periods totalling nine years shall retire at the AGM in the ninth year and the Director's position shall become vacant. Following the conclusion of the third consecutive term of service of a Director, that person is not eligible to be elected as a Director (but they are eligible if they are a Chair or Deputy Chair and have only been so for less than the Term specified in clause 38.2 but in any case they cannot be an Elected Director for more than nine (9) years).

(h) After three years are eligible to return to the Board only as an Appointed Director in accordance with clause 27(e).

(i) For the avoidance of doubt:

(i) a person holding the position of director immediately prior to the adoption of this constitution will, subject to clause 27.1 continue to hold that position; and

(ii) any term served by a director prior to the adoption of this constitution will be counted in determining the term limits specified under clause 27(g)

27.1 Constitution of the Board

(a) The Board shall consist of seven elected directors who shall be elected on a rotational basis. Each Board position will be for a 3 year term.

(b) The Board may consist of up to four Board Appointed Directors as per clause 27(e).

(c) Board positions will follow a repeating cycle as detailed below and as adopted on approval of these rules (October 2026):

(i) Year 1 (2028, 31, 34, 37, 40, 43) Board Positions 1, 4 and 7

(ii) Year 2 (2026, 29, 32, 35, 38, 41) Board Positions 2 and 5

(iii) Year 3 (2027, 30, 33, 36, 39, 42) Board Positions 3 and 6

(d) In the event that a board position being elected is held by the Chair, and the Chair is not standing for re-election, he or she shall vacate the Chair at the conclusion of the AGM and the Deputy Chair shall act as the Chair of the Organisation until the next Board Meeting.

27.2 Board Members

(a) The Board or an ACA Member may nominate any eligible person to stand for the position of a Board Member.

(b) By no later than 24 August in each year, the CEO must cause notice to be given of the closing date for nominations for the Board election by publication to all members.

(c) Any person seeking election to the Board of Directors must adhere to the following procedure:

(i) The nominee candidate must obtain and complete the Nomination Form applicable to the Board election from the CEO.

(ii) The Nomination Form must be signed by 2 proposing Members or Board Members.

(iii) The nominee candidate must sign the Nomination Form and certify that he or she complies with the Director Eligibility Criteria.

(iv) The Nomination Form must be received, together with any ancillary documents prescribed by the Nomination Form, by the CEO or as otherwise prescribed by the Nomination Form by the prescribed closing date in the relevant year.

(v) Failure to lodge a correctly completed Nomination Form in the time prescribed will render the nomination null and void.

(d) Any position on the Board that is to be vacated at the AGM will be advertised, and any interested person may make an application to the CEO to join the Board. Applications are to be submitted by the prescribed closing date for nominations. Any application made after the closing date may not have to be considered.

(e) The procedure for the election of Board members shall be determined by the Board from time to time.

27.3 Evaluation of Candidates by the Board Pre Selection Committee

(a) Any correctly completed Nomination Form received by the prescribed closing date must be forwarded by the CEO.

(b) If requested by the Board Pre Selection Committee, each candidate must be available to attend an interview with members of the Board Pre Selection Committee, not later than 30 September in the relevant year.

(c) Failure to attend an interview with the Board Pre Selection Committee (if required) will render the nomination null and void.

(d) The Board Pre Selection Committee will assess each candidate against the Director Eligibility Criteria.

(e) The Board Pre Selection Committee will report to the Board on the suitability of each candidate for appointment as a Director and will make a recommendation in relation to each candidate as to whether the Board should endorse the candidate's nomination for election as a Director of the Organisation.

27.4 Election to Fill Vacancies

(a) A voting paper must be prepared (if necessary) containing the names of the candidates in alphabetical order, the Board position number they are nominating for, and each Member and Board Member shall be entitled to vote for their preferred candidate per Board position.

(b) The CEO must send a notice of the election to each member entitled to vote either by post or by email to the relevant email address as nominated to the Organisation at least 7 days prior to the date set for the election.

27.5 Conduct of Elections

(a) The election of Directors must be held on the Friday immediately prior to the date set for the Annual General Meeting.

(b) The Directors must appoint a Returning Officer to conduct the election. Prior to the time of the election of Directors, the Secretary must supply the Returning Officer with a correct list of current financial Members names and details (where applicable).

27.6 Election Rules

(a) From time to time the Returning Officer and the Secretary may declare and promulgate rules for the conduct and procedure of elections of the Organisation (Rules). Subject to the Rules not being inconsistent with the Constitution, the Rules shall bind all candidates and the Organisation during any election. The onus shall be upon candidates standing for election to familiarise themselves with the Rules.

(b) If there is a breach by any candidate of the terms of the Constitution or of any of the Rules, the Returning Officer may, in his or her absolute discretion, disqualify the candidate and any votes cast for such disqualified candidate shall not be counted.

(c) Members entitled to vote may only vote for a candidate by completing the prescribed voting paper and returning it to the Returning Officer in accordance with clause 27.6(f)(iii).

(d) The Secretary must prepare and send to each Member and Board Member entitled to vote by post or by email where a relevant email address has been nominated by a Member and

Board Member and entered in the Register or, with the consent of the relevant Affiliated or Board member, by other electronic means as determined by the Returning Officer from time to time, a notice of election setting out:

(i) details of the vacancies;

(ii) a list of candidates (in alphabetical order);

(iii) the time and place the election is to be conducted;

(iv) instructions for completion and return of the voting paper where the relevant Member or Board Member elects to follow the procedure set out in Clauses 27.6(d), 27.6(e), and 27.6(f).

(e) The Secretary or the Secretary's delegate will, upon request, forward by post to the Member and Board Member entitled to vote an envelope enclosing:

(i) the notice of election;

(ii) the voting paper; and

(iii) a printed envelope, addressed to the Returning Officer, with Ordinary member identification details to be provided on the reverse side, into which the voting paper is to be placed.

(f) The voting procedure is to be as follows:

(i) place voting papers inside the printed envelope provided;

(ii) complete Member or Board Member identification details (including name and signature) on the outside of the envelope where indicated; and

(iii) return completed voting papers to the Returning Officer via:

A post, so that it reaches the Returning Officer on or before 5pm on the date set for election (Closing Time); or

B deposit in the ballot box located at the Organisation before the Closing Time;

(g) The Returning Officer or his or her delegate may open any envelopes received under clause 27.6 prior to the Closing Time. The Returning Officer or his or her delegate may, in the Returning Officer's absolute discretion, commence counting the votes prior to the Closing Time.

(h) After the Closing Time, the Returning Officer must:

(i) complete a count of the votes;

(ii) certify to the Secretary the results of the ballot;

(iii) publicly announce the results; and

(iv) confirm the results at the Annual General Meeting.

(i) If the voting paper is not completed in accordance with clause 27.6(f) or if the voting paper is not received by the date and time referred to in clause 27.6(f)(iii), the voting paper will not be counted.

(j) The candidates will be elected to the position of Director by reference to the number of Board vacancies declared for the purposes of the election on the basis of the candidate or candidates receiving the highest number of votes cast in the ballot.

(k) In the case of two or more persons obtaining the same number of votes in circumstances where there is only one vacancy to be filled, the Chair (or if he or she is a candidate in the election, a Deputy Chair or if both the Chair and Deputy Chair are candidates in the election,

the member of the Board who is the longest serving Director who is not a candidate) has a casting vote.

(l) When questions of order or procedure arise during the conduct of the election, the decision of the Returning Officer shall be final.

27.7 Election of Chair

The Directors shall elect the Chair and Deputy Chair from within the board at the first Board meeting following the AGM.

27.8 Vacation of Office

(a) The office of a Board Member shall become vacant if a Board Member:

(i) Submits his or her resignation in writing to the CEO;

(ii) Dies or becomes physically or mentally incapacitated to an extent which interferes with the performance of his or her duties as a Board Member;

(iii) Is absent from three consecutive meetings of the Board without leave of the Board.

(b) In the event of a casual vacancy by any Board Member, the Board may appoint any suitable person to the office and that person will hold office until the expiration of the three year term of the seat they have been appointed to in accordance with clause 27.1.

(c) In the event of a casual vacancy by the Chairman, the Board shall appoint within one month a new board member and Chairman.

(d) During the period from when the vacancy of the office of Chairman arises until the election of a new Chairman, the Deputy Chairman may exercise all powers conferred upon the Chairman under these Rules. Any persons elected to the office of Board Member and Chairman under this Rule shall hold office until the next Annual General Meeting.

PROCEEDINGS OF THE BOARD

28. QUORUM

(a) Any four Members of the Board constitute a quorum for the transaction of the business of a meeting of the Board.

(b) No business shall be transacted unless a quorum is present and if within half an hour of the time appointed for the meeting a quorum is not present the meeting shall stand adjourned to the same place and at the same hour of the same day in the following week unless the meeting was a special meeting in which case, it lapses.

29. AT MEETINGS OF THE BOARD

(a) The Chairman shall preside or if the Chairman is absent, the Deputy Chairman shall preside;

(b) Any Board Member who is an interested party in a matter before the Board shall, at the request of the Board, leave the meeting during the hearing and discussion of the matter, and not be involved in the determination relating to the matter;

(c) Questions arising at a meeting of the Board or any sub-committee appointed by the Board shall be determined on a show of hands or, if a secret ballot is demanded by three Board Members, by a secret ballot taken in such manner as the person presiding at the meeting may determine;

(d) Each Board Member present at a meeting of the Board or any sub-committee appointed by the Board (including the person presiding at the meeting) is entitled to one vote and, in the extent of an equality of votes on any question, the person presiding may cast a second or casting vote;

(e) Notice of each Board meeting shall be given to each Board Member by communicating the time and place of the meeting to him or her a reasonable time before the meeting;

(f) No Board Member shall be represented at any meeting of the Board by a proxy.

POWERS AND DUTIES OF DIRECTORS

30. POWERS AND DUTIES OF DIRECTORS

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

(b) Without limiting the generality of clause 30(a), the Directors may exercise all the powers of the Company to:

(i) borrow money;

(ii) charge any property or business of the Company;

(iii) issue debentures or give any other security for a debt, liability or obligation of the Company or of any other person; and

(iv) guarantee or to become liable for the payment of money or the performance of any obligation by or of any other person.

31. STRATEGIC PLAN

(a) The Directors will adopt and implement the Strategic Plan prepared prior to the incorporation of the Company at the first meeting of Directors following incorporation.

(b) The Directors must review the Strategic Plan on an annual basis and may amend the Strategic Plan from time to time.

PROCEEDINGS OF DIRECTORS MEETINGS

32. DIRECTORS' MEETINGS

(a) A Director may at any time, and the Secretary must on the request of a Director, call a Directors' meeting.

(i) A Directors' meeting must be called with at least 5 business day's written notice of a meeting to each Director.

(b) It is not necessary to give notice of a meeting of the Directors to an Australian resident whom the Secretary, when giving notice to the other Directors, reasonably believes to be temporarily outside Australia.

(c) Subject to the Corporations Act, a Directors' meeting may be held by the Directors communicating with each other by any technological means by which they are able simultaneously to hear each other and to participate in discussion.

(i) The Directors need not all be physically present in the same place for a Directors' meeting to be held.

(ii) Subject to clause 35, 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.

(d) Clause 32(c) applies to meetings of Directors' committees as if all committee members were Directors.

(e) The Directors may meet together, adjourn and regulate their meetings as they think fit.

(f) A quorum is the greater of 5 or the next whole number equal to or greater than 50% of the number of Directors.

(g) Where a quorum cannot be established for the consideration of a particular matter at a meeting of Directors, the Chair may call a general meeting of Members to deal with the matter.

(h) Notice of a meeting of Directors may be given in writing, or the meeting may be otherwise called using any technology consented to by all the Directors.

33. DECISION ON QUESTIONS

(a) 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 and, subject to clause 35 each Director has one vote.

(b) The Chair of a Board meeting has a casting vote in addition to his or her deliberative vote.

(c) An Alternate Director has one vote for each Director for whom he or she is an alternate.

(d) If the Alternate Director is a Director, he or she also has a vote as a Director.

PAYMENTS TO DIRECTORS

34. PAYMENTS TO DIRECTORS

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

(a) of out of pocket expenses incurred by the Director in the performance of any duty as Director of the Company where the amount payable does not exceed an amount previously approved by the Directors of the Company;

(b) for any service rendered to the Company by the Director in a professional or technical capacity, other than in the capacity as Director, where the provision of the service has the prior approval of the Directors of the Company and where the amount payable is approved by the Directors of the Company and is not more than an amount which commercially would be reasonable payment for the service; and

(c) relating to an indemnity in favour of the Director and permitted by section 199A of the Corporations Act or a contract of insurance permitted by section 199B.

35. DIRECTORS' INTERESTS

(a) 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 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.

(b) No Director contracting with or being interested in any arrangement involving the Company is liable to account to the Company for any profit realised by or under any such contract or arrangement merely because of the Director holding office as a director or

because of the fiduciary obligations arising out of that office. A Director is not disqualified merely because of being a Director from contracting with the Company in any respect.

(c) Subject to clause 34, a Director or a body or entity in which a Director has a direct or indirect interest may:

(i) enter into any agreement or arrangement with the Company;

(ii) hold any office or place of profit other than as auditor in the Company; and

(iii) act in a professional capacity other than as auditor for the Company,

and the Director or the body or entity can receive and keep beneficially any remuneration, profits or benefits under any agreement or arrangement with the Company or from holding an office or place of profit in or acting in a professional capacity with the Company.

(d) A Director who has a material personal interest in a matter that is being considered at a Directors' meeting must not:

(i) be present while the matter is being considered at the meeting; or

(ii) vote on the matter,

(iii) unless permitted by the Corporations Act to do so, in which case the Director may:

(iv) 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;

(v) sign or countersign any document relating to that contract or arrangement or proposed contract or arrangement; and

(vi) vote in respect of, or in respect of any matter arising out of, the contract or arrangement or proposed contract or arrangement.

(e) 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.

36. ALTERNATE DIRECTORS

(a) Subject to clause 36(b) a Director may appoint any Member as his or her alternate for a period determined by that Director.

(b) The appointment of an Alternate Director must be approved by the Board of Directors and such approval may be withdrawn at any time.

(c) An Alternate Director is entitled to notice of Directors' meetings and, if the appointor is not present at a meeting, is entitled to attend, be counted in a quorum and vote as a Director.

(d) An Alternate Director is an officer of the Company and is not an agent of the appointor.

(e) The provisions of this Constitution which apply to Directors also apply to Alternate Directors.

(f) The appointment of an Alternate Director may be revoked at any time by the appointor.

(i) An Alternate Director's appointment ends automatically when his or her appointor ceases to be a Director.

(g) Any appointment or revocation under this clause must be effected by written notice delivered to the Chief Executive Officer.

37. REMAINING DIRECTORS

(a) The Directors may act even if there are vacancies on the board.

(b) If the number of Directors is not sufficient to constitute a quorum at a Directors' meeting, the Directors may act only to:

(i) appoint a Director; or

(ii) call a general meeting.

38. CHAIR

38.1 Election of Chair and Deputy Chair

Every 2 years the Board will elect:

(a) an Elected Director to become the Chair; and

(b) an Elected Director to become the Deputy Chair,

and will remain in such office for a period of two years.

38.2 Term of Office

(a) The Chair and Deputy Chair will continue to hold office as a Director of the Company (subject to clause 27.8) whilst they hold the position of Chair or Deputy Chair.

(b) If an Elected Director holds the position of Chair or Deputy Chair at the expiration of their term of office, they shall not be subject to re-election pursuant to clause 27(f), but will continue to hold office as an Elected Director of the Company either:

(i) for a further term of 3 years; or

(ii) until vacating office pursuant to clause 27.8, or

(iii) until retiring pursuant to clause 27(d),

whichever is earlier.

(c) The retirement of a Director pursuant to clause 27.8 will create a casual vacancy to be filled by the Board pursuant to clause 27.8(b).

(d) A Director appointed to fill the casual vacancy referred to in clause 27.8 will hold office until the expiration of the three year term referred to in clause 27.1.

39. DELEGATION

(a) 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 committee or committees.

(b) The Directors may at any time revoke any delegation of power to a committee.

(c) At least one member of each committee must be a Director.

(d) A committee must exercise its powers in accordance with any directions of the Directors and a power exercised in that way is taken to have been exercised by the Directors.

(e) A committee may be authorised by the Directors to sub-delegate all or any of the powers for the time being vested in it.

(f) Meetings of any committee of Directors will be governed by the provisions of this Constitution which deal with Directors' meetings so far as they are applicable and are not

inconsistent with any directions of the Directors. The provisions apply as if each member was a Director.

40. WRITTEN RESOLUTIONS

(a) The Directors may pass a resolution without a Directors' meeting being held if all the Directors entitled to vote on the resolution sign a document or reply to an electronic message containing a statement that they are in favour of the resolution set out in the document / electronic message. The resolution is passed when the last Director signs or replies to the electronic message.

(b) For the purposes of clause 40(a), separate copies of a document may be used for signing by Directors if the wording of the resolution and statement is identical in each copy.

(c) Any document referred to in this clause may be in the form of an electronic transmission.

(d) The minutes of Directors' meetings must record that a meeting was held in accordance with this clause 40.

(e) This clause applies to meetings of Directors' committees as if all members of the committee were Directors.

41. 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.

42. MINUTES AND REGISTERS

(a) The Directors must cause minutes to be made of:

(i) the names of the Directors present at all Directors' meetings and meetings of Directors' committees;

(ii) all proceedings and resolutions of general meetings, Directors' meetings and meetings of Directors' committees;

(iii) all resolutions passed by Directors in accordance with clause 40;

(iv) all appointments of officers;

(v) all orders made by the Directors and Directors' committees; and

(vi) all disclosures of interests made under clause 35.

(b) Minutes must be signed by the Chair of the meeting or by the Chair of the next meeting of the relevant body.

(c) The Company must keep all registers required by this Constitution and the Corporations Act.

LOCAL MANAGEMENT

43. LOCAL MANAGEMENT

(a) The Directors may provide for the management and transaction of the affairs of the Company in any places and in such manner as they think fit.

(b) Without limiting clause 43(a) the Directors may:

(i) establish local branches or agencies for managing any of the affairs of the Company in a specified place and appoint any persons to be members of those local branches or agencies; and

(ii) delegate to any person appointed under clause 43(b)(i) any of the powers, authorities and discretions which may be exercised by the Directors under this Constitution, on any term and subject to any conditions determined by the Directors.

(c) The Directors may at any time revoke or vary any delegation under this clause 43.

44. ESTABLISHMENT AND OPERATION OF FUND

44.1 Maintaining Fund

(a) If the Company or a division of the Company obtains deductible gift recipient status from the Australian Taxation Office it will establish and maintain for the purpose of a public benevolent institution (the Purpose) a distinct fund (the Fund), to be known as "People Outdoors", to which gifts of money or property for that Purpose will be made and to which any money received by the Company because of such gifts is to be credited and the Fund will not receive any other money or property.

(b) The Company will use gifts made to the Fund and any money received because of such gifts only for the Purpose.

(c) The Fund will be managed pursuant to its own rules which outline its own objectives and the Fund will have its own bank account.

(d) Any other provisions which from time to time are required in order to maintain the status of the Fund as a public benevolent institution to which gifts can be deducted under the Tax Act and to maintain tax exempt status are deemed to form part of this Constitution.

44.2 Winding Up

If the Fund is wound up or if the endorsement (if any) of the organisation as a deductible gift recipient is revoked, any surplus assets of the Fund remaining after the payment of liabilities attributable to it, shall be transferred to a fund, authority or institution to which income tax deductible gifts can be made.

45. SUB-COMMITTEES

(a) The Directors may delegate any of their powers, other than those which by law must be dealt with by the Directors as the Board, to a Sub-committee.

(b) The Directors may at any time revoke any delegation of power to a Sub-committee.

(c) Each Sub-committee must have at least one Director as a member.

(d) A Sub-committee must exercise its powers in accordance with any directions of the Directors and a power exercised in that way is taken to have been exercised by the Directors.

(e) A Sub-committee may be authorised by the Directors to sub-delegate all or any of the powers for the time being vested in it.

(f) Meetings of any sub-committee will be governed by the provisions of this Constitution which deal with Directors meetings so far as they are applicable and are not inconsistent with any directions of the Directors.

46. BY-LAWS

The Board may by resolution make, repeal and alter By-Laws not inconsistent with this Constitution or any matter within the Board's power to regulate.

47. APPOINTMENT OF ATTORNEYS AND AGENTS

(a) The Directors may from time to time by resolution or power of attorney executed in accordance with section 127 of the Corporations Act appoint any person to be the attorney or agent of the Company:

(i) for the purposes;

(ii) with the powers, authorities and discretions (not exceeding those exercisable by the Directors under this Constitution);

(iii) for the period, and

(iv) subject to the conditions,

determined by the Directors.

(b) An appointment by the Directors of an attorney or agent of the Company may be made in favour of:

(i) any member of any local board established under this Constitution;

(ii) any company;

(iii) the members, directors, nominees or managers of any company or firm; or

(iv) any fluctuating body of persons whether nominated directly or indirectly by the Directors.

(c) A power of attorney may contain such provisions for the protection and convenience of persons dealing with an attorney as the Directors think fit.

(d) The Directors may appoint attorneys or agents in writing to act for and on behalf of the Company.

(e) An attorney or agent appointed under this clause may be authorised by the Directors to sub-delegate all or any of the powers authorities and discretions for the time being vested in it.

CHIEF EXECUTIVE OFFICER

48. CHIEF EXECUTIVE OFFICER

(a) The Chief Executive Officer of the Company will be appointed by the Directors for a term and at remuneration and on conditions determined by them.

(b) The Chief Executive Officer is entitled to attend and be heard on any matter at all Directors' meetings and General Meetings.

(c) The Directors may, subject to the terms of the Chief Executive Officer's employment contract, suspend, remove or dismiss the Chief Executive Officer.

49. COMPANY SECRETARY

(a) For the purpose of the Corporations Act, the Board shall appoint either:

(i) the Chief Executive Officer;

(ii) an Elected Director; or

(iii) any other individual possessing the relevant skills and qualifications to hold office as Secretary.

(b) For the avoidance of doubt, an external Secretary is not required to be a Member.

(c) The Company Secretary may terminate their office as Secretary by notice in writing to the Board. The Board is may only remove the Secretary by a Board Resolution in the event of serious misconduct.

SEALS

50. COMMON SEAL

If the Company has a Seal:

(a) the Directors must provide for the safe custody of the Seal;

(b) the Seal must not be used without the authority of the Directors or a Directors' committee authorised to use the Seal;

(c) every document to which the Seal is affixed must be signed by a Director and be countersigned by another Director, the Chief Executive Officer or another person appointed by the Directors to countersign the document.

51. DUPLICATE SEAL

If the Company has a Seal, the Company may have one or more duplicate Seals of the Seal each of which:

(a) must be a copy of the Seal with the addition on its face of the words 'Duplicate Seal';

(b) must not be used except with the authority of the Directors.

INSPECTION OF RECORDS

52. INSPECTION OF RECORDS

(a) Except as otherwise required by the Corporations Act, 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 other than Directors.

(b) A Member other than a Director does not have the right to inspect any financial records or other documents of the Company unless the Member is authorised to do so by a court order or a resolution of the Directors.

NOTICES

53. SERVICE OF NOTICES

(a) Notice may be given by the Company to any person who is entitled to notice under this Constitution:

(i) by serving it on the person; or

(ii) by sending it by post 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.

(b) A notice sent by post is taken to be served:

(i) by properly addressing, prepaying and posting a letter containing the notice; and

(ii) on the day after the day on which it was posted.

(c) A notice sent by electronic notification is taken to be served:

(i) by properly addressing the electronic notification and transmitting it; and

(ii) on the day after its dispatch.

(d) 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.

(e) A Member whose Registered Address is not in Australia may specify in writing an address in Australia to be taken to be the Member's Registered Address within the meaning of this clause.

(f) A certificate in writing signed by a Director, Chief Executive Officer or other officer of the Company that a document or its envelope or wrapper was addressed and stamped and was posted is conclusive evidence of posting.

(g) Subject to the Corporations Act the signature to a written notice given by the Company may be written or printed.

(h) All notices sent by post outside Australia must be sent by prepaid airmail post.

54. PERSONS ENTITLED TO NOTICE

(a) Notice of every general meeting must be given to:

(i) every Member,

(ii) every Director and Alternate Director; and

(iii) any Auditor.

(b) No other person is entitled to receive notice of a general meeting.

AUDIT AND ACCOUNTS

55. AUDIT AND ACCOUNTS

(a) 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 Corporations Act.

(b) The Directors must cause the financial records of the Company to be audited in accordance with the requirements of the Corporations Act. If the financial records are required to be audited under the Corporations Act, the Directors must appoint an Auditor in accordance with the terms of this Constitution.

56. WINDING UP

(a) The Company may be wound up by passing a Special Resolution of Members in accordance with the Corporations Act.

(b) Except as provided for in clause 56(c) or in relation to any subscription or membership fees (as provided for in clause 6), the Members will have no liability to fund the Company.

(c) If the Company is wound up:

(i) each Member; and

(ii) each person who has ceased to be a Member in the preceding year, undertakes to contribute to the property of the Company for the:

A payment of debts and liabilities of the Company (in relation to clause 56(c)(ii), contracted before the person ceased to be a Member) and payment of costs, charges and expenses of winding up; and

B adjustment of the rights of the contributories amongst themselves, provided such amount does not exceed $100.00.

(d) If any surplus remains following the winding up of the Company, the surplus will not be paid to or distributed amongst Members, but will be given or transferred to another corporation which, by its constitution, is:

(i) required to pursue charitable purposes only;

(ii) required to apply its profits (if any) or other income in promoting its objects; and

(iii) prohibited from making any distribution to its members or paying fees to its directors,

such corporation to be determined by the Members at or before the winding up and in default, by application to the Supreme Court for determination.

INDEMNITY & INSURANCE

57. INDEMNITY & INSURANCE

(a) To the extent permitted by law and subject to the restrictions in section 199A of the Corporations Act 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).

(b) To the extent permitted by law and subject to the restrictions in section 199A of the Corporations Act, the Company indemnifies every person who is or

(c) 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).

(d) To the extent permitted by law (including the Corporations Act), and if the Directors consider it appropriate, the amount of any indemnity payable under clauses 57(a) or 57(b) will include an additional amount (GST Amount) equal to any GST payable by the officer being indemnified (Indemnified Officer) in connection with the indemnity (less the amount of input tax credit claimable by the Indemnified Officer in connection with the indemnity). Payment of any indemnity which includes a GST Amount is conditional upon the Indemnified Officer providing the Company with a GST tax invoice for the GST Amount.

(e) The Company may pay, or agree to pay, a premium in respect of a contract insuring a person who is or has been an Officer of the Company or of a related body corporate of the

Company against a liability incurred by the person in their capacity as an Officer of the Company or a related body corporate of the Company.