



# Constitution

Parks & Leisure Australia  
ACN: 083 489 463

<b>Incorporated</b>	21 July 1998
<b>Replaced</b>	With assistance from Moores on 15 <sup>th</sup> October 2024
<b>Review date</b>	To be determined by the Board

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## Preamble

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Parks & Leisure Australia was established as an Australian public company limited by guarantee on 21 July 1998. It is the successor to the Royal Australian Institute of Parks and Recreation (ACN 005 536 952) and The Australian Leisure Institute Incorporated.

### 1 Name

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The name of the Company is Parks & Leisure Australia (the “**Company**”).

### 2 Purpose and powers

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- (a) The Company is a not-for-profit public company limited by guarantee.
- (b) The Purpose for which the Company is established is to advance the natural environment and education, including by:
  - (i) supporting the development and maintenance of public open space environments, including public parks and botanic gardens; and
  - (ii) providing education to parks and leisure practitioners; and
  - (iii) representing and advocating on behalf of the parks and leisure industry in Australia.
- (c) Solely to carry out the Purpose, the Company may exercise all of the powers of an individual and a company under the Act.

### 3 Not-for-profit

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- (a) The income and property of the Company must be applied solely towards the Purpose.
- (b) No part of the income or property of the Company may be paid or transferred directly or indirectly to members or directors by way of dividend, bonus or other profit distribution in their capacity as members or directors.
- (c) Directors may not be paid a director fee.
- (d) Clauses 3(a)-(b) do not stop the Company from making a payment:
  - (i) to a member for goods or services provided or expenses properly incurred at fair and reasonable rates or rates more favourable to the Company;
  - (ii) to a member in carrying out the Company's Purpose;
  - (iii) of premiums for insurance indemnifying directors to the extent allowed for by law and this Constitution; or
  - (iv) with the prior approval of the Board, to a director:
    - (A) for work they do for the Company if the amount is no more than a reasonable fee for the work done; or
    - (B) as reimbursement for reasonable out-of-pocket expenses properly incurred in performing a duty as a director.

**4.1      General**

The minimum number of members is one.

**4.2      Eligibility**

To be eligible for membership, a person must:

- (a)      be committed to the Purpose; and
- (b)      meet the requirements for the relevant membership class set out in **Schedule A**.

**4.3      Membership classes**

- (a)      The Company will have the membership classes set out in **Schedule A**.
- (b)      The rights and obligations of members in each membership class are as set out in **Schedule A**.
- (c)      The Board may amend **Schedule A** by resolution passed by 75% of all directors to:
  - (i)      establish or abolish a membership class;
  - (ii)     vary the eligibility criteria of a membership class; or
  - (iii)    vary or cancel the rights or obligations of a membership class (including voting rights).
- (d)      If a person:
  - (i)      is part of a membership class that is abolished; or
  - (ii)     no longer meets the eligibility criteria for their membership class for any reason (including due to the Board varying the eligibility criteria for their membership class);

the Board may, at the Board's discretion, transfer the membership of that person to a different membership class.

**4.4      Application**

- (a)      An application for membership must be made in writing in the form and manner (if any) approved by the Board.
- (b)      An applicant must pay the annual membership fee determined by the Board (if any).
- (c)      An applicant must agree in writing to contribute the Guaranteed Amount in accordance with clause 22.1.

#### **4.5 Admission**

- (a) The Board must consider and resolve whether to accept or reject each application for membership within a reasonable time.
- (b) The Board does not have to give reasons for accepting or rejecting any application.
- (c) If the Board accepts an application, the Secretary must, as soon as possible:
  - (i) enter the applicant's details into the Register, subject to the payment of the joining fee (if any); and
  - (ii) notify the applicant in writing of the date their membership commenced.
- (d) If the Board rejects an application, the Secretary must notify the applicant in writing of the rejection as soon as possible.
- (e) A person becomes a member when their name is entered into the Register.

#### **4.6 Joining fee and annual membership fee**

- (a) The Board may determine the amount of the annual membership fee from time to time.
- (b) The Board may determine that any new member who joins after the start of a financial year must, for that financial year, pay a joining fee equal to:
  - (i) the full annual membership fee;
  - (ii) a pro rata annual membership fee based on the remaining part of the financial year; or
  - (iii) a fixed amount determined from time to time by the Board.
- (c) The annual membership fee is due and payable by 1 July each year.
- (d) The rights of a member (including the right to vote) who has not paid the annual membership fee by the due date are suspended until it is paid.
- (e) If a member does not pay their annual membership fee within three months of receiving a notice of payment from the Company, the member is deemed to have resigned their membership.

#### **4.7 Register of members**

- (a) The Secretary must maintain the Register.
- (b) The Register must contain:
  - (i) for each current member – the member's name, address, membership class and date of admission to membership; and
  - (ii) for each person who ceased to be a member in the past seven years – the person's name, date of admission to membership and date on which the person stopped being a member.



- (c) The Secretary may keep former member entries separate from current member entries.
- (d) Notices may be served on a member at their address in the Register.
- (e) The Company must give members access to the Register in accordance with the Act.
- (f) Information that is accessed from the Register must only be used in accordance with the Act.

#### **4.8 Ceasing to be a member**

- (a) A person ceases to be a member on:
  - (i) resignation;
  - (ii) expulsion in accordance with clause 4.9;
  - (iii) deemed resignation in accordance with clause 4.6(e);
  - (iv) the Board deeming, in its sole discretion, the person to be an untraceable member because the person has not responded to correspondence within 60 days;
  - (v) failing to satisfy the relevant eligibility requirements for the member's membership class and the membership not being transferred to another membership class;
  - (vi) in the case of an individual:
    - (A) death;
    - (B) becoming bankrupt or insolvent or making an arrangement or composition with creditors of the person's joint or separate estate generally; or
    - (C) becoming of unsound mind or a person whose person or estate is liable to be dealt with in any way under a law related to mental health; or
  - (vii) in the case of an organisational member:
    - (A) being dissolved or otherwise ceasing to exist;
    - (B) having a liquidator or provisional liquidator appointed to it; or
    - (C) being insolvent.
- (b) A member whose membership is terminated will be liable for all monies due by that member to the Company in addition to any sum not exceeding the Guaranteed Amount for which the Member is liable under this Constitution.
- (c) The Board may, in its sole discretion, refund all or part of any joining fee or annual membership fee in the event of a person ceasing to be a member, either on a pro rata basis or otherwise.

- (d) There will be no liability for any loss or injury suffered by a member as a result of any decision made in good faith to remove a member from the Register under this clause.
- (e) Any person who for any reason ceases to be a member must not represent themselves in any manner as being a member.

#### **4.9 Discipline of members**

- (a) The Board may take disciplinary action against a member in accordance with this clause 4.9 if it considers there are sufficient grounds to do so.
- (b) The grounds upon which the Board may take disciplinary action against a member include, without limitation:
  - (i) non-compliance with this Constitution;
  - (ii) breach of the member Code of Conduct (if any); and
  - (iii) engagement in conduct prejudicial to the Company.
- (c) The Board may not resolve to suspend or expel a member outside of a Board meeting.
- (d) If the Board intends to consider a resolution to suspend or expel a member, it must notify the member in writing at least seven days prior to the relevant Board meeting:
  - (i) of the date, place and time of the meeting where the resolution will be considered;
  - (ii) of the intended resolution and the grounds on which it is based; and
  - (iii) that they may attend the meeting and give an oral or written explanation or submission before the resolution is voted on.
- (e) After considering any oral or written explanation or submission, the Board may, in its sole discretion, resolve to:
  - (i) take no further action;
  - (ii) warn the member;
  - (iii) suspend the member's rights for up to 12 months;
  - (iv) expel the member;
  - (v) require the matter to be determined at a general meeting; or
  - (vi) refer the decision to an unbiased, independent person on conditions that the Board considers appropriate (in which case, the person can only make a decision that the Board could have made under clauses 4.9(e)(i)-4.9(e)(v)).
- (f) A decision made by the Board (or by an independent person pursuant to clause 4.9(e)(vi)) is final.
- (g) A person who has been expelled may not apply to be readmitted as a member for at least twelve months following the expulsion.

- (h) No person may become a director following expulsion or while suspended unless they are subsequently readmitted as a member.

#### **4.10 Organisational member representative**

- (a) An organisational member must appoint an individual as its representative. The appointment may be a standing one.
- (b) A representative may exercise any and all powers of the member unless the appointment specifies otherwise.
- (c) The appointment may be made by reference to a position held.
- (d) An organisational member may appoint more than one representative but only one representative:
  - (i) may exercise the member's powers at any one time; and
  - (ii) may be counted for the purpose of determining a quorum.

#### **4.11 Liability of members**

The liability of a member is limited to the Guaranteed Amount, being \$10.

### **5 General meetings**

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#### **5.1 Convening general meetings**

- (a) The Board may call a general meeting.
- (b) At least 10% of Voting Members may request that the Board convenes a general meeting (referred to as a **"Request"** for the purpose of this clause 5.1).
- (c) The Request must:
  - (i) be in writing;
  - (ii) be delivered to the Company; and
  - (iii) include any resolution to be proposed at the meeting.
- (d) Unless the Request includes a proposed resolution that:
  - (i) would be in conflict with the Constitution, the Act or any applicable law;
  - (ii) is beyond the legal powers of the Company or of the members; or
  - (iii) is inconsistent with the Purpose;the Board must give all members notice of a general meeting within 21 days of the Request and hold the general meeting within two months of the Request.
- (e) If the Board is required by clause 5.1(d) to call a meeting and does not do so within 21 days of a Request:
  - (i) 50% or more of the members who made the Request may call a general meeting; and

- (ii) the Company must pay the members who made the Request any reasonable expenses they incur because the Board did not call and hold the meeting.
- (f) To call and hold a meeting under clause 5.1(e), the members must:
  - (i) as far as possible, follow the general meeting procedures in this Constitution; and
  - (ii) hold the general meeting within three months after making the Request.
- (g) Any meeting that is held following a Request:
  - (i) must only consider the resolution proposed within the Request; and
  - (ii) may not consider any other business.

## **5.2 Changes to general meeting arrangements**

- (a) The Board may change the venue for, postpone or cancel a general meeting called under clause 5.1(a).
- (b) If a change is made under clause 5.2(a):
  - (i) notice of the change must be given to all persons entitled to receive notices of a general meeting under this Constitution;
  - (ii) a notice of postponement must specify the date, time and place to which the general meeting has been postponed; and
  - (iii) clause 5.5 does not apply to the notice.
- (c) The only business that may be transacted at a general meeting which is postponed is the business specified in the original notice convening the meeting.

## **5.3 Entitlement to receive notice**

- (a) Notice of general meetings must be given to every member and director.
- (b) If the Company is not a Charity, notice of general meetings must be given to any auditor appointed for the Company and in office at the time.

## **5.4 Notice of general meetings**

- (a) A notice of general meeting must:
  - (i) be in writing;
  - (ii) state the place, day and time of the meeting;
  - (iii) provide details of any technology that will be used to facilitate the meeting;
  - (iv) state the general nature of the business to be transacted at the meeting;
  - (v) state the wording of any special resolution to be considered (and state that it is proposed as a special resolution); and

- (vi) state that proxy voting is permitted.
- (b) The information under clause 6.5 must be included in the notice of any proxy form approved by the Board.
- (c) Any proxy form approved by the Board must be attached to the notice.

## **5.5 Timing of notice**

- (a) Subject to clause 5.5(b), at least 21 days' notice must be given of a general meeting.
- (b) Shorter notice may be given of a general meeting (other than a meeting to consider a resolution to remove a director or auditor) if:
  - (i) in the case of an annual general meeting – all Voting Members agree beforehand; and
  - (ii) in the case of any other general meeting – at least 95% of Voting Members agree beforehand.

## **5.6 Annual general meeting**

- (a) If the Company is not a Charity, the Company must hold an annual general meeting at least once in each calendar year and within five months after the end of its financial year.
- (b) The business of an annual general meeting may include any of the following (even if not stated in the notice of meeting):
  - (i) the annual financial statements and any auditor's report;
  - (ii) the appointment of directors; and
  - (iii) the appointment and remuneration of any auditor.

## **5.7 Chairperson of general meetings**

- (a) The President will preside as chairperson at every general meeting.
- (b) If there is no President, the President is not present within 15 minutes of the commencement time or the President is unable to act as chairperson for all or part of the meeting, the following may preside as chairperson (in order of precedence):
  - (i) the Deputy President (if any);
  - (ii) a director chosen by a majority of the directors present;
  - (iii) the only director present; or
  - (iv) a member chosen by a majority of the members present.

## **5.8 Quorum for general meetings**

- (a) No business may be transacted at a general meeting (other than electing a chairperson or adjourning the meeting) unless a quorum is present at the time the business is dealt with.

- (b) A quorum for a general meeting is twenty Voting Members present for the whole meeting.
- (c) If a quorum is not present within 30 minutes of the commencement time, then:
  - (i) if the meeting was called by or at the request of members, the meeting will dissolve;
  - (ii) otherwise:
    - (A) the meeting stands adjourned to the day, time and place determined by the Board (or if no determination is made by the Board, to the same day, time and place in the following week); and
    - (B) if at the resumption of the meeting a quorum is not present within 30 minutes of the commencement time, the meeting will dissolve.
- (d) When determining a quorum:
  - (i) only one proxy or representative may be counted for each member;
  - (ii) no individual may be counted more than once (for example, an individual who is present as both a member in their own right and as a proxy can only be counted once); and
  - (iii) a suspended member must not be counted.

## **5.9 Adjournment of general meetings**

- (a) The chairperson may (and must if directed by a majority of the members present and entitled to vote) adjourn a general meeting or any business, motion or discussion being considered or remaining to be considered.
- (b) A meeting adjourned under this clause 5.9 is adjourned to the day, time and place determined by the Board (or if no determination is made by the Board, to the same day, time and place in the following week).
- (c) It is not necessary to give any notice of an adjournment, or of the business to be transacted at any adjourned meeting, unless a meeting is adjourned for one month or more.
- (d) Only unfinished business may be transacted at a general meeting resumed after an adjournment.

## **6 Voting at general meetings**

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### **6.1 Voting rights**

- (a) Each Voting Member has one vote (provided they are not suspended).
- (b) On a vote conducted at a general meeting:
  - (i) on a show of hands or voices, each person present who is a:
    - (A) Voting Member;

- (B) proxy for a Voting Member; or
  - (C) representative for an organisational Voting Member;
- has one vote; and
- (ii) by poll:
    - (A) each person present who is a Voting Member has one vote; and
    - (B) each person present as a proxy for a Voting Member or representative for an organisational Voting Member has one vote for each Voting Member they represent.

## **6.2 Method of voting**

- (a) Voting will occur by show of hands or voices or such other method as the chairperson determines, unless a poll is demanded and not withdrawn.
- (b) A poll can be demanded by three Voting Members (or their proxies or representatives) at any time prior to a vote, or immediately after the declaration of a result of a vote conducted by means other than a poll.
- (c) A poll must be taken in the manner directed by the chairperson.
- (d) A poll demanded on the election of the chairperson or on a question of adjournment must be taken immediately.
- (e) A Voting Member, a proxy for a Voting Member or a representative for an organisation Voting Member may vote in person or by technology.

## **6.3 Decisions of Voting Members**

- (a) Questions arising for determination (other than a special resolution) will be decided by a majority of votes cast (unless otherwise provided in this Constitution).
- (b) The chairperson has a deliberative vote. If the votes cast on a motion are equal, the chairperson will also have a casting vote.
- (c) A declaration by the chairperson that a motion has been carried or lost on a show of hands or voices is conclusive evidence of the fact (unless a poll is demanded).
- (d) An objection to the right of a person to vote may only be raised at the meeting at which the vote objected to is given or tendered. Any objection must be referred to the chairperson, whose decision is final. A vote not disallowed pursuant to such an objection is valid for all purposes.

## **6.4 Seconding**

It is not necessary for a motion to be seconded in order to be put to a vote.

## 6.5 Proxies

- (a) A Voting Member may appoint a proxy to act on their behalf at one or more general meetings.
- (b) A proxy may exercise any and all of the rights of the appointing Voting Member, subject to clause 6.5(c) and any directions or limitations specified in the proxy appointment.
- (c) A proxy cannot speak and vote for an appointing Voting Member while that Voting Member is present at the meeting.
- (d) A proxy must be a member.
- (e) Subject to clause 6.5(f), a member must not hold more than two proxy votes.
- (f) The chairperson of a general meeting may hold unlimited directed proxy votes.
- (g) To be valid, a proxy appointment must be:
  - (i) written and signed by the appointing Voting Member in a form substantially similar to that in **Schedule B**; and
  - (ii) given to the Company at least 48 hours before the meeting, by delivery to the Company at its registered address or at another address (including an electronic address) specified in the notice of the meeting.
- (h) A proxy vote is valid even if the appointing Voting Member revokes the appointment provided that the chairperson was not aware of the revocation or cessation of membership at the time of the meeting.

## 6.6 Use of virtual meeting technology in general meetings

- (a) The Company may hold its general meetings using any virtual meeting technology that is agreed to by the Board.
- (b) The use of any virtual meeting technology must give participants a reasonable opportunity to participate, including a reasonable opportunity to exercise a right to speak.
- (c) The Board's agreement may be a standing one.
- (d) A person who attends a general meeting by virtual meeting technology is deemed to be present in person at the meeting.
- (e) A member participating through the use of virtual meeting technology:
  - (i) must be given the opportunity to participate in a vote in real time; and
  - (ii) may, in the sole discretion of the Board, be given the opportunity to record a vote in advance of the meeting, in which case the voter may elect to vote in real time or in advance.
- (f) A document that is required or permitted to be tabled at a general meeting using virtual meeting technology is taken to have been tabled if it is:



- (i) given to the persons entitled to attend the meeting (whether physically or using virtual meeting technology) before the meeting; or
- (ii) made accessible to the persons entitled to attend the meeting (whether physically or using virtual meeting technology) during the meeting.

## **7 Dispute resolution**

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- (a) The parties to a dispute under this Constitution, being a member or director and:
  - (i) one or more members;
  - (ii) one or more directors; or
  - (iii) the Company;
 must attempt to resolve the matter between themselves within 14 days of being made aware of the dispute.
- (b) The Company, a member or director must not start a dispute resolution procedure in relation to a matter which is the subject of a disciplinary procedure under clause 4.9 until the disciplinary procedure is completed.
- (c) If the parties cannot resolve the dispute within 14 days, they must:
  - (i) notify the Company;
  - (ii) agree or request that a mediator be appointed; and
  - (iii) attempt in good faith to settle the dispute by mediation.
- (d) The mediator must:
  - (i) be a person chosen by agreement between the parties; or
  - (ii) in the absence of agreement:
    - (A) for disputes between members – a person chosen by the Board; and
    - (B) for all other disputes – a person chosen by the President of the Law Society of South Australia.
- (e) A mediator chosen pursuant to clause 7(d)(ii)(A) or 7(d)(ii)(B):
  - (i) must be a professionally accredited mediator;
  - (ii) must not be a current or former member;
  - (iii) must not have a personal interest in the dispute; and
  - (iv) must not be biased towards or against anyone involved in the dispute.
- (f) When conducting the mediation, the mediator must allow those involved a reasonable chance to be heard and to review any written statements.
- (g) The mediator must not determine the dispute.
- (h) A member or a director must not commence a formal legal proceeding (except for interlocutory relief) in relation to a dispute under this Constitution unless and until they have complied with this dispute resolution procedure.

### 8.1 Number and composition of directors

- (a) At all times, the Company must have at least three and no more than ten directors.
- (b) The Board will comprise:
  - (i) up five directors appointed pursuant to clause 8.3 (**Ordinary Directors**);
  - (ii) up to one Regional Council President or Alternate Regional Director from each Region appointed or elected pursuant to clause 8.4 (**Regional Directors**); and
  - (iii) the immediate past President (subject to clause 8.5).

### 8.2 Eligibility

An individual committed to the Purpose is eligible to be a director (and is referred to as an “**Eligible Person**” throughout this Constitution) provided the individual:

- (a) is a member (or a representative of an organisational member);
- (b) has consented in writing to be a director;
- (c) in the case of an Ordinary Director, has suitable qualifications, skills and experience to discharge the functions of a director, as determined by the Board or any nominations committee appointed by the Board (in the Board’s or the nominations committee’s sole discretion) from time to time;
- (d) is not an employee of the Company;
- (e) is not disqualified from managing a corporation within the meaning of the Act; and
- (f) if the Company is a Charity – is not disqualified by the Commissioner of the ACNC from being a responsible person of a Charity.

### 8.3 Ordinary Directors

The Board may appoint an Eligible Person to be an Ordinary Director by ordinary resolution as follows:

- (a) to fill an Ordinary Director position under clause 8.1(b)(i); and
- (b) to fill a casual vacancy in the office of an Ordinary Director.

### 8.4 Regional Directors

- (a) Subject to clauses 8.4(b)-(c), each Regional Council President will be a director.
- (b) To be eligible to be a director, a Regional Council President must be an Eligible Person.
- (c) If a Regional Council President:

- (i) is not an Eligible Person; or
  - (ii) ceases to be a director under clause 8.7;
- then they will not hold office as a Regional Director and either:
- (iii) the relevant Regional Council may nominate an Eligible Person from among themselves to be an Alternate Regional Director, who may be appointed as a director by ordinary resolution of the Board; or
  - (iv) otherwise, the relevant Regional Director position must remain vacant.

## **8.5 Immediate past President**

The Board may resolve to appoint an Eligible Person who has ceased to serve as the President to the Board as an immediate past President, provided the individual:

- (a) consents to take up office as immediate past President; and
- (b) did not cease to be a director pursuant to clause 8.7.

## **8.6 Term of office**

- (a) The term of office of an Ordinary Director appointed under clause 8.3(a):
  - (i) commences when they are appointed by the Board; and
  - (ii) expires at the end of the third Annual Board Meeting following their appointment.
- (b) The term of office of an Ordinary Director appointed under clause 8.3(b):
  - (i) commences when they are appointed by the Board; and
  - (ii) expires at the end of the first Annual Board Meeting following their appointment.
- (c) The term of office of a Regional Director who is a Regional Council President:
  - (i) commences when they provide written consent to be a director; and
  - (ii) expires:
    - (A) when they cease to be Regional Council President; or
    - (B) in the case of a Regional Council President who is appointed as the President of the Board – when they cease to serve as President of the Board.
- (d) The term of office of a Regional Director who is an Alternate Regional Director:
  - (i) commences when they are appointed by the Board; and

- (ii) expires when the relevant Regional Council President in office at the time of the Alternate Regional Director's appointment ceases to be Regional Council President.
- (e) The term of office of the immediate past President:
  - (i) commences when they are appointed by the Board; and
  - (ii) expires when a new individual becomes the immediate past President.
- (f) Subject to clause 8.6(g), an individual may be appointed as an Ordinary Director for more than one term of office.
- (g) An individual who has served continuously as an Ordinary Director for six or more years is not eligible for re-appointment unless the Board resolves by a 75% majority that the individual can be reappointed.

## **8.7 Ceasing to be a director**

An individual stops being a director, and a casual vacancy is created, if they:

- (a) resign by written notice to the Company;
- (b) become an employee of the Company;
- (c) cease to be a member;
- (d) are a representative and the organisational member they represent:
  - (i) notifies the Company that the director is no longer a representative; or
  - (ii) ceases to be a member;
- (e) are removed by Voting Members under the Act;
- (f) are absent without leave of the Board from:
  - (i) three consecutive Board meetings; or
  - (ii) four Board meetings over twelve months;
- (g) die, or become subject to a Court order to receive treatment or have their finances managed by another person due to being of unsound mind or having a mental illness;
- (h) are directly or indirectly interested in any contract or proposed contract with the Company and fail to declare the nature of the interest as required by the Act;
- (i) are disqualified from managing a corporation within the meaning of the Act; or
- (j) if the Company is a Charity – are disqualified by the Commissioner of the ACNC from being a responsible person of a Charity.

## **8.8 Insufficient directors**

If the number of directors is less than three, the remaining directors may, except in an emergency, act only to:

- (a) increase the number of directors to at least three; or
- (b) convene a general meeting of the Company.

### **8.9 Defects in appointment of directors**

An act done by, or with the participation of, a person acting as a director or member of a committee is valid even if it is later discovered that:

- (a) there was a defect in the appointment of the person; or
- (b) the person was disqualified from continuing in office, voting or taking the relevant step.

## **9 Board decision making**

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### **9.1 Convening Board meetings**

- (a) A director may convene or ask the Secretary to convene a Board meeting.
- (b) The Board must meet as often as the directors deem it necessary to carry out their role.

### **9.2 Notice of Board meetings**

- (a) Written notice of Board meetings must be given to every director at least 48 hours prior to the meeting (unless the Board unanimously waives this requirement).
- (b) A notice of a Board meeting:
  - (i) must specify the place, day and time of the meeting;
  - (ii) must provide details of any technology that will be used to facilitate the meeting; and
  - (iii) does not need to specify the nature of the business to be transacted at the meeting.

### **9.3 Quorum for Board meetings**

- (a) No business may be transacted at any Board meeting unless a quorum is present.
- (b) A quorum of directors for Board meetings is a majority of the total number of directors.
- (c) A director on a leave of absence approved by the Board should not be included when calculating the total number of directors for the purpose of this clause 9.3.

### **9.4 Use of virtual technology in Board meetings**

- (a) The Board may hold its meetings using any virtual meeting technology that is agreed to by the Board.

- (b) The use of any virtual meeting technology must provide the directors with a reasonable opportunity to participate, including a reasonable opportunity to exercise a right to speak.
- (c) The Board's agreement may be a standing one.
- (d) A director who attends by technology is deemed to be present in person at the meeting.
- (e) A director participating through the use of virtual meeting technology:
  - (i) must be given the opportunity to participate in a vote in real time; and
  - (ii) may, in the sole discretion of the Board, be given the opportunity to record a vote in advance of the meeting, in which case the director may elect to vote in real time or in advance.
- (f) A document that is required or permitted to be tabled at a meeting using virtual meeting technology is taken to have been tabled if it is:
  - (i) given to the directors entitled to attend the meeting (whether physically or using virtual meeting technology) before the meeting; or
  - (ii) made accessible to the directors entitled to attend the meeting (whether physically or using virtual meeting technology) during the meeting.

## **9.5 Chairperson of Board meetings**

- (a) The President will preside as chairperson at Board meetings.
- (b) If there is no President, the President is not present within 15 minutes after the commencement time or the President is unwilling to act as chairperson for all or part of the meeting, then:
  - (i) if there is a Deputy President, the Deputy President will be the chairperson; and
  - (ii) if the Deputy President is not present or is not willing and able to be the chairperson during all or part of the meeting, the directors present may elect a director to be chairperson of the meeting or part of it.

## **9.6 Decisions of the Board**

- (a) A question arising at a Board meeting is to be decided by a majority of votes of directors present and entitled to vote.
- (b) The chairperson has a deliberative vote. If the votes cast on a motion are equal, the chairperson will also have a casting vote.

## **9.7 Resolutions without meetings**

- (a) A Board resolution may be passed without a meeting if at least 75% of the directors entitled to vote on the motion vote in favour.

- (b) For the purpose of this clause:
  - (i) a director may vote by sending an email or signed document to the Secretary that contains the text of the proposed resolution and states whether they are in favour of the motion;
  - (ii) the motion fails if it has not achieved a 75% majority within five business days after the notice was given; and
  - (iii) the resolution is passed only if and when a vote in favour is received from sufficient directors to constitute a 75% majority.
- (c) Resolutions without meetings must be recorded in the minutes of the next Board meeting.

## **10 Directors' powers and duties**

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### **10.1 Powers of the Board**

- (a) The directors are responsible for managing the business of the Company and furthering the Purpose.
- (b) The directors may, acting corporately as the Board, exercise all the powers of the Company that are not, by the Act or by this Constitution, required to be exercised by the members.
- (c) The Board cannot remove a director or an auditor.
- (d) The Board may delegate any of its powers to one or more directors, the Chief Executive Officer, a committee (including a Regional Council), an employee or any other person.
- (e) The Board may specify terms of the delegation (including the power to further delegate) and revoke a delegation.

### **10.2 Duties of directors**

Directors must comply with their duties, including those duties imposed on them by:

- (a) the Act; and
- (b) if the Company is a Charity – governance standard 5 of the ACNC Legislation.

### **10.3 Establishment of committees**

- (a) The Board may establish committees including Regional Councils.
- (b) A committee may include, or be comprised of, non-directors.
- (c) The meetings and proceedings of committees other than the Regional Councils are:
  - (i) subject to any terms of reference and/or delegation; and
  - (ii) otherwise governed as far as possible by the provisions of this Constitution which regulate the proceedings of the Board.

## **10.4 By-laws**

- (a) The Board may make regulations or by-laws not inconsistent with this Constitution for the general conduct and management of the Company and the business of the Board.
- (b) The Board may revoke and alter by-laws or regulations as it sees fit.

## **11 Directors' interests**

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### **11.1 Conflicts of interest**

- (a) A director must disclose the nature and extent of any perceived or actual material conflict of interest to the other directors (or the members if the other directors share that conflict).
- (b) A director who has a material personal interest in a matter that is being considered by the Board:
  - (i) must not be present while the matter is being considered at a Board meeting; or
  - (ii) vote on the matter;unless permitted by clause 11.1(c).
- (c) Provided the Board approves and it is permitted by law, a director may be present or vote if:
  - (i) the interest arises because the director is a member and the other members have the same interest;
  - (ii) the interest relates to an insurance contract that insures, or would insure, the director against liabilities that the director incurs as an officer of the Company;
  - (iii) the interest relates to any payment by the Company under clause 17 in respect of an indemnity permitted under the Act or any contract relating to such an indemnity;
  - (iv) the Australian Securities and Investments Commission makes an order allowing the director to vote on the matter;
  - (v) the interest relates to a contract the Company is proposing to enter into that:
    - (A) is subject to approval by the members; and
    - (B) will not impose any obligation on the Company if it is not approved by the members;
  - (vi) the directors who do not have a material personal interest in the matter pass a resolution that:
    - (A) identifies the director, the nature and extent of the director's interest in the matter and how it relates to the affairs of the Company, and



- (B) states that those directors are satisfied that the interest should not stop the director from voting or being present; or
- (vii) the interest arises merely because the director has a right of subrogation in relation to a guarantee or indemnity referred to in clause 17.

## **11.2 Permissible conduct**

Provided a director complies with clause 11.1, the director may:

- (a) hold any other position in the Company, except that of an employee or auditor;
- (b) hold any office or place of profit in any other entity promoted by the Company or in which it has an interest of any kind;
- (c) enter into a contract or arrangement with the Company;
- (d) act in a professional capacity (or be a member of a firm which acts in a professional capacity) for the Company, except as auditor;
- (e) sign or participate in the execution of a document by or on behalf of the Company; and
- (f) do any of the above despite the fiduciary relationship of the director's office:
  - (i) without any liability to account to the Company for any direct or indirect benefit accruing to the director; and
  - (ii) without affecting the validity of any contract or arrangement.

## **12 Office Bearers and Chief Executive Officer**

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### **12.1 Appointment of Office Bearers**

- (a) From time to time as required, the Board:
  - (i) must appoint a President; and
  - (ii) may appoint a Deputy President and any other Office Bearers; it deems fit from among the Board.
- (b) Office Bearers of the Company hold office until the end of the first Annual Board Meeting following their appointment, or when they cease to be a director (whichever occurs sooner).
- (c) Subject to clause 12.1(d), an Office Bearer may be appointed for more than one successive term.
- (d) An individual who has served continuously as an Office Bearer for three terms or more is not eligible for re-appointment unless otherwise resolved by a unanimous resolution of the Board.
- (e) The Board may remove or suspend a person from holding any Office Bearer position by resolution passed at a Board meeting provided:

- (i) the resolution is passed by not less than two-thirds of the directors present; and
- (ii) at least 21 days' notice in writing of the resolution has been given to the Secretary and to the person who is the subject of the resolution.

## **12.2 Secretary**

- (a) The Board must appoint at least one Secretary, who may also be a director.
- (b) The Secretary is to be appointed on such terms and conditions as the Board deems fit.
- (c) A person may not be appointed as Secretary unless the person:
  - (i) consents in writing to being appointed as Secretary;
  - (ii) is at least 18 years of age; and
  - (iii) is a resident in Australia.
- (d) The Board may suspend or remove an individual from the role of Secretary.

## **12.3 Chief Executive Officer**

- (a) The Board may appoint a Chief Executive Officer for a term, at the remuneration and on the conditions that it deems fit.
- (b) The Chief Executive Officer may not be a director.
- (c) Subject to any contract between the Company and the Chief Executive Officer, the Board may remove the Chief Executive Officer at any time, with or without cause.
- (d) The Chief Executive Officer may attend and speak at all Board meetings and general meetings, but may not vote.
- (e) The Board may:
  - (i) confer powers, discretions and duties on the Chief Executive Officer as it sees fit;
  - (ii) withdraw, suspend or vary any powers, discretions and duties conferred; and
  - (iii) authorise the Chief Executive Officer to delegate all or any of the powers, discretions and duties conferred.
- (f) An act done by a person acting as Chief Executive Officer is not invalidated merely because of:
  - (i) a defect in their appointment as Chief Executive Officer; or
  - (ii) the person being disqualified from being Chief Executive Officer; if that circumstance was not known by the person when the act was done.

## 13 Regions

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- (a) Subject to clause 14:
  - (i) the day to day operations of each Region in **Schedule C** may be managed by a Regional Council; and
  - (ii) each Regional Council may represent the interests of members in the relevant Region.
- (b) The Board may, by resolution from time to time, amend the number of Regions and the name and geographic area of each Region in **Schedule C**.

## 14 Regional Councils

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### 14.1 Management

Each Regional Council must be established and carry out its meetings and proceedings in accordance with the following (in order of precedence):

- (a) the Terms of Reference in **Schedule D** (which may be amended by the Board from time to time);
- (b) any delegation of authority from the Board; and
- (c) the provisions of this Constitution which regulate the proceedings of the Board.

### 14.2 Delegation to Regional Council

The Board may:

- (a) delegate any of its powers to a Regional Council, including (without limitation) management of the day-to-day operations of the relevant Region;
- (b) suspend or revoke any delegation, including if the Regional Council:
  - (i) does not have an approved annual budget and operational plan for the then current financial year;
  - (ii) does not comply with the terms of any delegation; or
  - (iii) does not comply with this Constitution, the Terms of Reference or any Company policy or procedure.

### 14.3 Removal and replacement of councillors

- (a) The Board may, at its sole discretion:
  - (i) remove one or more councillors from a Regional Council; and
  - (ii) replace those councillors, by (at the Board's election):
    - (A) appointing individuals who meet the eligibility criteria in clause 2 of the Terms of Reference; or

- (B) convening a meeting of Regional members to elect individuals who meet the eligibility criteria in clause 2 of the Terms of Reference (which election must be conducted, as far as possible, in accordance with those Terms of Reference);

if the Regional Council or the councillor(s) (as the case may be):

- (iii) does not comply with the terms of any delegation; or
  - (iv) does not comply with this Constitution, the Terms of Reference or any Company policy or procedure; or
  - (v) engages in conduct prejudicial to the Company or the Region.
- (b) The term of office of an individual appointed by the Board to a Regional Council under clause 14.3(a)(ii)(A):
- (i) commences on the date of appointment; and
  - (ii) expires at the end of the first annual general meeting following the appointment.

## **15 Regional Council Executive Officers**

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- (a) The Board may appoint up to one Executive Officer in each Region, in consultation with the relevant Regional Council.
- (b) Subject to any contract between the Company and an Executive Officer, the Board may remove an Executive Officer at any time, with or without cause.
- (c) The Board may, to the extent permissible under any contract between the Company and an Executive Officer:
  - (i) confer powers, discretions and duties on an Executive Officer as it sees fit;
  - (ii) withdraw, suspend or vary any powers, discretions and duties conferred; and
  - (iii) authorise the Executive Officer to delegate all or any of the powers, discretions and duties conferred.

## **16 Awards**

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- (a) Subject to compliance with any categories or framework that is established or amended under clause 16(b), awards may from time to time be given to individuals who have been recognised by the Board as promoting the Purposes.
- (b) The Board may by resolution:
  - (i) establish:
    - (A) different categories of awards under clause 16(a); and
    - (B) a framework to regulate how awards are given; and
  - (ii) from time to time amend:
    - (A) any categories of awards established under clause 16(b)(i)(A); and

- (B) any framework established under clause 16(b)(i)(B) which regulates how awards are given.

## **17 Indemnities and insurance**

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- (a) The Company indemnifies every present and past director, officer, councillor and Executive Officer of the Company to the full extent permitted by law against all losses and liabilities incurred as a result of their position as a director, officer, councillor or Executive Officer of the Company.
- (b) This indemnity:
  - (i) is a continuing obligation and is enforceable even if the person has ceased to be a director, officer, councillor or Executive Officer of the Company; and
  - (ii) is not subject to any requirement to first incur an expense or make a payment.
- (c) The Company may, to the extent permitted by law, pay or agree to pay a premium in respect of a contract insuring its directors, officers, councillors and Executive Officers.
- (d) Nothing in this clause 17 limits the Company's ability to indemnify or pay for insurance for any person not expressly covered by this clause.

## **18 Administration**

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### **18.1 Minutes and records**

- (a) The Board must ensure that:
  - (i) minutes of all general meetings, Board meetings and committee meetings; and
  - (ii) records of resolutions passed by members, the Board and committees without a meeting;are recorded and kept with the Company's records as soon as practicable (being no later than one month after the meeting or passing of the resolution).
- (b) The Company must ensure that minutes of a Board meeting or general meeting are signed within a reasonable time by the chairperson of the meeting or of the next meeting.

### **18.2 Members' access to Company records**

The Company must give members access to Company records as required by the Act.

### **18.3 Common seal**

- (a) If the Company has a common seal, the Board must provide for its safe custody.

- (b) The Company may execute a document with the approval of the Board if the fixing of the common seal is witnessed by:
  - (i) a director; and
  - (ii) another director, the Secretary or a person appointed by the Board for that purpose.

#### **18.4 Execution of documents**

- (a) The Company may execute documents by the signature of:
  - (i) two directors;
  - (ii) one director and the Secretary; or
  - (iii) such other persons appointed by the Board for that purpose.
- (b) A document may be signed by electronic means in accordance with the Act.

### **19 Records, accounting and audit**

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#### **19.1 Accounts and other records of the Company**

- (a) The Board must:
  - (i) ensure that proper financial records are kept in accordance with all legal and regulatory requirements;
  - (ii) ensure that records of its operations are kept; and
  - (iii) take reasonable steps to ensure that the Company's records are kept safe.
- (b) The Company must retain its records for at least seven years.

#### **19.2 Audit**

- (a) If required by law, the Company must appoint and remunerate an auditor.
- (b) Any auditor is entitled to attend any general meeting and be heard by the members on any business of the meeting that concerns the auditor in their capacity as auditor.
- (c) Any auditor may authorise a person in writing as their representative for the purpose of attending and speaking at a general meeting.

#### **19.3 Financial year**

The financial year will begin on 1 July and end on 30 June, unless the Board passes a resolution to change the financial year.

### **20 Amending this Constitution**

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- (a) The Company may only alter this Constitution by special resolution in accordance with the Act.

- (b) If the Company is a Charity, the members must not pass a special resolution that amends this Constitution if passing it causes the Company to no longer be eligible to be a Charity.

## **21 Notices**

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- (a) Subject to clause 21(b), notices can be served on members, directors or the Company personally or by post, email or other electronic means.
- (b) The Company must ensure that it complies with any election or request made by a member under the Act in relation to the service of notices.
- (c) Notices are deemed to be received:
  - (i) in the case of a properly addressed and posted notice – five business days after the date of posting; and
  - (ii) in the case of a notice sent by email or other electronic means – at the time of sending.
- (d) The non-receipt of notice or a failure to give notice for a meeting does not invalidate any thing done or resolution passed at the meeting if:
  - (i) the non-receipt or failure occurred by accident or error;
  - (ii) the individual waives notice before or after the meeting (including by attending the meeting); or
  - (iii) the individual notifies the Company of their agreement to that thing or resolution before or after the meeting.
- (e) In calculating a period of notice, both the days on which the notice is given or taken to be given and the day of the meeting must be disregarded.

## **22 Winding up**

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### **22.1 Contribution of a member on winding up**

If required, each member must contribute an amount (not more than the Guaranteed Amount) to the assets of the Company if it is wound up while they are a member, or within one year of the member ceasing to be a member, for the:

- (a) payment of the debts and liabilities of the Company incurred before they ceased to be a member; and
- (b) costs, charges and expenses of winding up.

### **22.2 Distribution of assets on winding up**

- (a) If on the winding up or dissolution of the Company there is a surplus of assets after satisfying all the Company's liabilities and expenses, the surplus:
  - (i) must not be paid or distributed to a member in their capacity as a member; and

- (ii) must be given or transferred to a fund, authority or institution which:
  - (A) has similar purposes to the Purpose; and
  - (B) prohibits the distribution of income, profit and assets to its members in their capacity as members.
- (b) The members must decide before any winding up or dissolution which fund, authority or institution will receive a distribution under clause 22.2(a). If the members fail to decide, the matter must be determined by application to the Supreme Court in the State of South Australia.

## 23 Interpretation

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### 23.1 Definitions

In this Constitution:

**ACNC** means the Australian Charities and Not-for-profits Commission.

**ACNC Legislation** means the *Australian Charities and Not-for-profits Commission Act 2012* (Cth), *Australian Charities and Not-for-profits Commission Regulations 2022* (Cth) and *Australian Charities and Not-for-profits Commission (Consequential and Transitional) Act 2012* (Cth).

**Act** means the *Corporations Act 2001* (Cth).

**Alternate Regional Director** means an Eligible Person nominated by a Regional Council to hold office as a Regional Director under clause 8.4(c)(iii).

**Annual Board Meeting** means the first meeting of the Board following the Company's annual general meeting each year.

**auditor** may mean a reviewer, if permitted by the Act or ACNC Legislation.

**Board** means the group of individuals that are responsible for the governance, strategy and management of the Company.

**business day** means a day that is not a Saturday, Sunday or public holiday in the State of South Australia.

**chairperson** means the person chairing a meeting.

**Charity** means a charity registered under the ACNC Legislation.

**councillor** means an individual who is elected or appointed to a Regional Council under the Terms of Reference.

**day** means calendar day.

**Eligible Person** means an individual who meets the criteria to be a director under clause 8.2.



**general meeting** means a meeting of members (including an annual general meeting).

**Guaranteed Amount** means the amount set out in clause 4.11.

**member** means a person whose name is entered in the Register as a member of the Company in accordance with clause 4.7.

**membership class** means a class of membership prescribed in **Schedule A** (as amended by the Board from time to time).

**Office Bearer** means the President, Deputy President (if any) and any other person appointed under clause 12.1(a).

**Ordinary Director** means a director appointed to the Board pursuant to clause 8.3

**person** includes an individual and a corporation within the meaning of section 57A of the Act.

**President** means the person appointed to the position of President under clause 12.1(a)(i).

**Purpose** means the purpose set out in clause 2(b).

**Region** means a region of the Company listed in **Schedule C** (as amended by the Board from time to time).

**Regional Council** means a committee of the Board that, subject to clause 14, represents the interests of members in a Region.

**Regional Council President** means a councillor appointed to be the president of a Regional Council under the Terms of Reference.

**Regional Director** means a Regional Council President or Alternate Regional Director appointed or elected to the Board pursuant to clause 8.4.

**Regional member** means a member who is ordinarily resident in the relevant Region and **Voting Regional Member** has the corresponding meaning.

**Register** means the register of members under the Act.

**representative** means a person appointed to represent an organisational member in accordance with clause 4.10.

**special resolution** means a member resolution passed at a general meeting:

- (a) of which 21 days' notice specifying the intention to propose the resolution as a special resolution has been given pursuant to this Constitution and the Act; and
- (b) by not less than 75% of the votes cast.

**Terms of Reference** means the Regional Council Terms of Reference in **Schedule D** (as amended by the Board from time to time).

**Voting Member** means a member that is, pursuant to **Schedule A** (as amended from time to time), part of a membership class that is entitled to vote at general meetings.

## **23.2 Interpretation**

In this Constitution:

- (a) if an expression in the Constitution has a meaning in the Act, the meaning from the Act will apply to the expression (except where a contrary intention appears in this Constitution);
- (b) a reference to any legislation or to any provision of any legislation includes:
  - (i) any modification or re-enactment of it;
  - (ii) any legislative provision substituted for it; and
  - (iii) all regulations and statutory instruments issued under it; and
- (c) the singular includes the plural and the plural includes the singular.

## **23.3 Exclusion of replaceable rules**

- (a) The replaceable rules contained in the Act do not apply to the Company.
- (b) If at any time the company is not a Charity, the Act (unless it is a replaceable rule) overrides any part of this Constitution or policy of the Company to the extent of any inconsistency.

## **24 Transitional provisions**

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The following clauses apply notwithstanding anything to the contrary in this Constitution.

### **24.1 Members**

The members immediately following the adoption of this Constitution will be those members listed on the Register at the time of adoption.

### **24.2 Directors**

- (a) The directors immediately following the adoption of this Constitution will be those in office at the time of adoption.
- (b) Directors appointed prior to the adoption of this Constitution may complete their term of office under the previous Constitution. Time served prior to the adoption of this Constitution will be taken into account for the purposes of clause 8.6(g).

## Schedule A – Membership classes

Membership class	Eligibility criteria	Voting rights
Ordinary member	As per endorsed membership category	Voting
Corporate member	As per endorsed membership category	Voting

## Schedule B – Proxy form

### Appointment of Proxy – Parks & Leisure Australia (ACN 083 489 463)

I, .....  
(Member)

of .....  
(Address)

appoint .....  
(Proxy)

as my proxy for the general meeting of Parks & Leisure Australia to be held on

.....  
(Date)

and at any adjournment.

#### Choose

☐ My proxy can vote on my behalf for all resolutions at the above general meeting.

OR

☐ My proxy can vote for the resolutions listed below as indicated:

in favour of / against	detail of proposed resolution

Signed: .....  
(Member)

Date: .....

## Schedule C – Regions

Name	Geographic area
<b>New South Wales and Australian Capital Territory Region</b>	New South Wales and the Australian Capital Territory
<b>Queensland Region</b>	Queensland
<b>South Australia and Northern Territory Region</b>	South Australia and the Northern Territory
<b>Victoria and Tasmania Region</b>	Victoria and Tasmania
<b>Western Australia Region</b>	Western Australia

# Schedule D – Regional Council Terms of Reference

## **1 Number of councillors**

- 1.1 At all times, the Regional Council must have at least ten and no more than 15 councillors.
- 1.2 The Regional Council will comprise:
  - (a) up to ten councillors appointed or elected pursuant to clauses 3-4; and
  - (b) up to five councillors co-opted by the Regional Council pursuant to clause 5.

## **2 Eligibility**

To be eligible to be a councillor, an individual must:

- (a) be a Regional member (or a representative of an organisational Regional member); and
- (b) consent in writing to be a councillor.

## **3 Election of councillors**

- 3.1 Elections for vacant councillor positions must be held before 31 July each year by postal or electronic ballot in accordance with clauses 3.2-3.6 below.
- 3.2 Nominations for vacant councillor positions must:
  - (a) be made in writing; and
  - (b) contain any information prescribed by the Board.
- 3.3 Nominations must be submitted to the Board by 30 June each year or at any earlier time prescribed by the Board.
- 3.4 If the Board determines that a nominee meets the eligibility criteria in clause 2 and the nomination requirements in clauses 3.2-3.3, the nominee will become an approved candidate.
- 3.5 If:
  - (a) the number of approved candidates is less than the number of vacant councillor positions:
    - (i) the candidates will be elected if a simple majority of votes cast by Voting Regional Members under clause 3.6 are in favour of their appointment; and
    - (ii) the Regional Council may fill the remaining positions in accordance with clause 4(b);
  - (b) the number of approved candidates is equal to the number of vacant councillor positions – the candidates will be elected if a simple majority of votes cast by Voting Regional Members under clause 3.6 are in favour of their appointment; and

- (c) the number of approved candidates is greater than the number of vacant councillor positions – a ballot must be held for those positions among Voting Regional Members in accordance with clause 3.6.

3.6 Any election required pursuant to clause 3.5 must be conducted as follows:

- (a) ballots must be distributed to the Voting Regional Members in the Region by at least 1 month before election date.
- (b) only the Voting Regional Members from the Region may vote;
- (c) ballots must be received by the returning officer 2 days prior to the election date in order to be counted;
- (d) where the number of approved candidates is greater than the number of vacant councillor positions, those candidates who receive the most votes will be elected to the positions;
- (e) the returning officer must provide the result to the Board and the Regional Council no later than 7 days after election date; and
- (f) the results of the election will be announced by the President of the Board at the Company's annual general meeting.

#### **4 Appointment of councillors**

The Regional Council may appoint an individual who meets the eligibility criteria in clause 2 as follows:

- (a) to fill a casual vacancy in the office of a councillor under clause 1.2(a); and
- (b) as an additional councillor under clause 1.2(a) (subject to the maximum number of councillors under that clause).

#### **5 Co-opted councillors**

The Regional Council may co-opt up to five individuals who meet the eligibility criteria in clause 2 to the Regional Council.

#### **6 Term of office**

6.1 The term of office of a councillor elected by the Regional Council under clause 3:

- (a) commences at the end of the annual general meeting at which they are elected; and
- (b) expires at the end of the third annual general meeting following the election (subject to clause 6.3).

6.2 The term of office of a director appointed by the Regional Council under clause 4 or co-opted by the Regional Council under clause 5:

- (a) commences on the date of being appointed or co-opted; and
- (b) expires at the end of the first annual general meeting after being appointed or co-opted.

6.3 For the purpose of ensuring overlapping terms, the term of office of councillors may be varied as follows:

- (a) prior to issuing the notice of annual general meeting, the Regional Council must determine that a shorter term of office will apply to a specified number of the councillor positions to be elected at the meeting;
- (b) the number of affected positions and the shorter term of office determined by the Regional Council must be stated in the notice of annual general meeting; and
- (c) the allocation of the shorter terms will be determined by agreement between the newly elected councillors (or in the absence of agreement, by lot) following the annual general meeting.

6.4 An individual who has served continuously as a councillor for six or more years is not eligible for re-election or re-appointment until they have ceased to hold office for at least twelve months following their continuous service of six or more years.

## **7 Ceasing to be a councillor**

An individual stops being a councillor, and a casual vacancy is created, if they:

- (a) resign by written notice to the Regional Council;
- (b) cease to be a member of the Company;
- (c) are a representative and the organisational member they represent:
  - (i) notifies the Company that the director is no longer a representative; or
  - (ii) ceases to be a member of the Company; or
- (d) are removed by the Board under clause 14.3 of the Constitution.

## **8 Regional Council meetings**

The Regional Council must meet at least four times each year.

## **9 Appointment of Regional Council office bearers**

9.1 From time to time as required, the Regional Council:

- (a) must appoint a Regional Council President; and
- (b) may appoint a Regional Council Deputy President and any other office bearers;

it deems fit from among the Regional Council.

9.2 Subject to clause 9.4, office bearers appointed under clause 9.1:

- (a) hold office until the end of the first annual general meeting following their appointment; and
- (b) may be appointed for more than one successive term.

9.3 The Regional Council may remove or suspend an individual from holding any office bearer position under clause 9.1 by resolution passed at a Regional Council meeting provided:

- (a) the resolution is passed by not less than two-thirds of the councillors present; and



- (b) at least 21 days' notice in writing of the resolution has been given to the Regional Council and to the individual who is the subject of the resolution.
- 9.4 A Regional Council President who is appointed as the President of the Board must cease to hold office as Regional Council President, but will continue to be a councillor.

## **10 Annual budgets and operational plans**

- 10.1 Prior to the commencement of each financial year, the Regional Council must endorse and submit the following documents to the Board:
  - (a) an annual budget, which must set out the Regional Council's anticipated income and expenses as well as any additional information prescribed by the Board; and
  - (b) an annual operational plan, which must identify the Regional Council's proposed activities, programs and services and include any additional information prescribed by the Board.
- 10.2 Approval of the Regional Council's annual budget and operational plan is at the discretion of the Board.
- 10.3 The Regional Council must only operate within the parameters of the approved annual budget and operational plan in any given financial year.

## **11 Reporting to the Board**

The Regional Council must:

- (a) report to the Board on how the Regional Council is performing against its approved annual budget and operational plan; and
- (b) provide any documents or information in relation to their management and operations (including Council meeting minutes) to the Board;

as and when required by the Board.