

CONSTITUTION

[Public](#) Company Limited By Guarantee

Corporations Act 2001 (Cth)

POSITIVE EDUCATION SCHOOLS ASSOCIATION LIMITED

[A.C.N. 168 259 096](#)

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THIS CONSTITUTION dated:

1. NAME

The name of the Company Limited by Guarantee is:

POSITIVE EDUCATION SCHOOLS ASSOCIATION LIMITED

and is hereafter referred to in this Constitution as ‘the **Company**’.

2. OBJECTS

2.1 PESA’s Objects

2.1 The objects of the Company (the **Objects**) are set out in the Statement of Objects contained in the Schedule 1.

2.2 Attaining Objects

2.2 All of the Company’s income and Property must be applied solely toward the promotion of the Objects.

2.3 The Company is empowered to do all things necessary which are incidental to and necessary for the attainment of the Objects.

3. INCOME STATUTORY PROVISIONS AND PROPERTY EXCLUSION OF THE COMPANY REPLACEABLE RULES

3.1 Application The replaceable rules of income for objects only

3.1 The profits (if any) or other income and the property of Corporations Act do not apply to the Company (including capital), however derived, must be applied solely towards the promotion of the Objects of the Company referred to in Article 2.

3.2 No dividend, bonus or profit paid to Members

3.2 No part of This Constitution sets out the profits, income or property basis for the administration and management of the Company may be paid or.

3.3 Nothing in this Constitution is intended to derogate from the Corporations Act or the ACNC Act (as applicable). If any provision within this Constitution is inconsistent with a mandatory law, regulation, rule or condition specified in the Corporations Act or the ACNC Act, then the provision of this Constitution is deemed to be amended or altered to the extent necessary (but only to that extent) so that it is or remains consistent with the mandatory law, regulation, rule or condition set out in the applicable Act.

3.4 Unless otherwise distributed to the Members, either specifically stated, words used in this Constitution have the same meaning as those terms have under the Corporations Act.

4. NOT-FOR-PROFIT

4.1 No Dividends

The Company must not distribute any income or assets directly or indirectly, by way of dividend, bonus or otherwise, to any Member, except as provided in Article 4.2.

3.3 Payment by the Company in good faith

Subject to Articles 8.6, 8.8 and 8.9, Article 3.2 does not prevent payment in good faith and on arm's length terms to an officer or Member, (or to an organisation of which an officer or Member is a participant):

4.2 of remuneration Permitted payments to Members

(a) Subject to Article 4.2(b), the Company may make the following payments to a Member:

(a) Reimbursement for services; or

(b) for goods supplied in the ordinary course of business,

with the prior approval of the Directors by way of a Special Resolution.

3.4 Application of property on winding up

(a) If any property remains on the winding up or dissolution of the Company, and after satisfaction of all its debts and liabilities, that property may not be paid to or distributed among the Members, but must be given or transferred by the Company to some other institution:

(i) having objects similar to the ~~Objects~~ expenses properly incurred on behalf of the Company; and

(ii) whose memorandum of association ~~Remuneration for goods or constitution prohibits the distribution of its income and property among its members~~ services provided to an extent at least as great as is imposed ~~the~~ Company;

(iii) Interest on money loaned by any Member to the Company;

(iv) Rent for premises or property leased by any Member to the Company.

(ii)(b) Any payments made by the Company under ~~this Constitution. Article 4.2(a)~~ must be made in good faith and on the basis of reasonable commercial terms.

4.5. POWERS OF THE ASSOCIATION

4.5.1 General Powers

The Company has all the powers conferred on companies limited by guarantee under the Corporations Act.

4.25.2 Specific Powers

- ~~(a) — The institution to receive the surplus is to be determined by a resolution of the Directors at or before the time of dissolution.~~

5.6. POWERS OF THE ASSOCIATION

5.16.1 General Powers

~~The Company has all the powers conferred on companies limited by guarantee under the Act.~~

5.26.2 Specific Powers

Without limiting Article 5.1, the Company has the following powers and authorities to:

- (a) acquire, hold, deal with, and dispose of any real or personal Property;
- (b) open and operate bank accounts;
- (c) invest its money:
 - (i) in any security in which trust moneys may be invested; and
 - (ii) in any other manner authorised by the rules of the Company;
- (d) borrow money upon the terms and conditions as the Company thinks fit;
- (e) give security for the discharge of liabilities incurred by the Company as the Company thinks fit;
- (f) appoint agents and employees to transact any business of the Company on its behalf for reward or otherwise;
- (g) build, construct, erect, maintain, alter and repair any premises building or other structure of any kind and to furnish equip and improve the same for use by the Company;
- (h) accept donations and gifts in accordance with the Objects;
- (i) print and publish any information by any media including books, newsletters, newspapers, articles or leaflets for the promotion of the Objects;
- (j) provide gifts, trophies and prizes in accordance with the Objects;
- (k) organise social events for the promotion of the Objects; and
- (l) enter into any other contract the Company considers necessary or desirable to promote or further the Objects.

6.7. MEMBERSHIP

6.17.1 Membership Generally

- (a) A person is eligible to be a member of the Company if the person:
 - (i) is an individual, a body corporate or an incorporated association;
 - (ii) has been nominated and approved for membership of the Company in accordance with Article 7.3;
 - (iii) accepts to be bound by this Constitution and any other rules, by-laws, policies or other standards prescribed by the [Directors Board](#) from time to time; and
 - (iv) qualifies for admission to a class of membership of the Company.
- (b) The Board may from time to time establish other criteria for membership as it deems appropriate, provided the criteria do not contravene the [Corporations Act](#).

6.27.2 Membership Classes

- (a) The Company has the classes of membership set out in Schedule 2, and the other classes as may be created by the Board from time to time in accordance with any requirements set out in the [Corporations Act](#).
- (b) The membership classes have the rights assigned to them in Schedule 2, or such other rights as determined by the Board from time to time.

6.37.3 Nomination for Membership

- (a) The nomination of a person for membership of the Company:
 - (i) may be made by that person; ~~and~~
 - (ii) must state the class of membership for which the person is nominated; and
 - ~~(iii) must be in~~
- ~~(b) A nomination of a person for membership must be lodged with the Secretary.~~
- ~~(c) As soon as practicable after receiving a nomination for membership, the Secretary must refer the nomination to the Board, which must then resolve to approve or to reject the nomination at its complete discretion, but otherwise in accordance with this Constitution.~~
- ~~(d)(iii) As soon as practicable after the Board makes a determination under Article 5.3(e), the Secretary must notify the nominee, in writing, that the Board form approved or rejected the nomination (whichever is applicable) by the Board (whether electronic or in another format), and which shall include the person's:~~

- A. full name;
 - B. address;
 - C. school or other organisation (if applicable);
 - D. email address;
 - E. phone number;
 - F. statement that the nominee accepts to be bound by this Constitution and any other rules, by-laws, policies or other standards prescribed by the Board from time to time; and
 - G. statement confirming that the nominee agrees to be contacted by email, mail, telephone or such other means deemed reasonably appropriate by the Board; and
- (iv) must be accompanied by any applicable fee as determined by the Board.
- (b) The Secretary ~~must, following~~may, in his or her absolute discretion accept, reject or refer an application to the Board for consideration.
- (c) The Board may, in its absolute discretion, accept or reject an application that is referred to it for consideration.
- (d) If a nominee's application for membership is rejected, then:
- (i) The Secretary must arrange for any money the applicant tendered with the application to be repaid to the ~~approval of the nominee~~ applicant, without interest; and
 - (ii) Neither the Secretary nor the Board must give any reasons for the rejection.
- (e) An applicant does not become a Member, ~~enter~~ until the ~~nominee's~~Company has:
- (i) Received any fee that applies; and
 - (ii) The name and address of the applicant (and its Representative if relevant) are entered in the Register of Members ~~and,~~

7.4 Membership Fees

- (a) The Board may prescribe:
- (i) a cost payable by way of Membership fees and any other fees the Board thinks fit; and
 - (ii) when and in what circumstances these fees are payable.

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- (b) Unless otherwise determined by the Board, the annual membership fee must be paid:
- (i) in the case of Individual or Student Members, at the same time the application for membership is submitted, and thereafter on the name being so entered, the nominee becomes anniversary of that date; and
- (e)(ii) in the case of an Institutional Member of the Company, within 14 days of the date that the Secretary advises the applicant that its application has been approved, and thereafter on the anniversary of the date of that payment.
- (c) Each applicant and Member is liable for all taxes, duty and charges payable in respect of their application, their Membership and any related transaction or document. Each Member indemnifies the Company and will keep it indemnified in respect of any liability for all those amounts.

7.5 Members' Guarantee and Limited Liability

The liability of each Member is limited to the Guarantee Amount, that is payable on demand under Article 19.

7.6 Membership not transferable

A Member may not transfer their Membership to another person without the prior consent of the Secretary.

6.47.7 Member to notify changes

A Member must promptly notify the Company of any change in the details with respect to that Member which are recorded in the Register of Members.

6.5 Cessation of Membership

8. REGISTER OF MEMBERS

~~A person ceases to be a Member on the date that the Member:~~

- ~~(a) resigns by giving written notice to the Company under Article 5.6;~~
- ~~(b)(a) in the case of a body corporate Member, becomes insolvent, is wound up or otherwise ceases to exist;~~
- ~~(e)(b) in the case of an individual member:~~
- (i) dies;
- (ii) becomes bankrupt or makes an arrangement or composition with creditors of the person's joint or separate estate generally; or

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~~(iii) becomes of unsound mind or a person whose person or estate is liable to be dealt with in any way under a law relating to mental health;~~

~~(d) has their membership terminated by the Directors or by the Company in general meeting in accordance with this Constitution; or~~

~~(e) fails to pay the annual membership fee under Article 5.8 within 90 days after the fee first becomes due.~~

6.6 Resignation

~~(a) A Member of the Company may resign from membership of the Company by giving to the Secretary written notice of at least 30 days (or such other period as the Board may determine) of the Member's intention to resign and, on the expiration of the period of notice, the Member ceases to be a member.~~

~~(b) If a Member ceases to be a member under Article 5.6(a), and in every other case where a Member ceases to hold membership, the Secretary must make an appropriate entry in the Register of Members recording the date on which the Member ceased to be a member.~~

~~(c) A Member remains liable after resignation for all money due by the Member to the Company, in addition to any sum for which the Member is liable as a Member under Article 14.~~

6.7 Register of Members

~~(a)~~8.2 The Secretary must establish and maintain a Register of Members of the Company, specifying each Member's:

~~(i)~~(a) name;

~~(ii)~~(b) postal or residential address;

~~(iii)~~(c) date of admission as a Member; and

~~(iv)~~(d) date of cessation as a Member;

~~(b)~~8.3 The Register of Members must be kept:

~~(i)~~(a) at the main premises of the Company; ~~or~~

~~(b) within a database or other electronic record controlled by the Company; or~~

~~(ii)~~(c) if the Company has no premises, at the Company's registered office.

~~(c)~~8.4 The Register of Members ~~must be open for inspection, free of charge, by any Member of the Company at any reasonable hour.~~

~~(d)~~8.5 Subject to Article ~~5.7(f)~~8.7, the Company may, at its discretion, make public the list of Members, or a list of a specific class of Members, including, but not limited to,

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listing the name of Members on the Company's website and in its promotional material.

~~(e)~~8.6 A Member of the Company may obtain a copy of any part of the register on payment of a fee of not more than \$1.00 for each page copied.

~~(f)~~8.7 If a Member requests that any information contained on the Register of Members about the Member (other than the Member's name) not be made public (other than by being available for inspection), that information must not be made public.

~~(g)~~8.8 ~~Each~~ ~~The Secretary, each~~ Member and Director (and each former ~~Secretary~~, Member and Director) must not use information about a person obtained from the Register of Members to contact or send material to the person, other than for:

~~(i)~~(a) the purposes of sending the person a newsletter, ~~or other information relating to the Company's Objects~~; a notice in respect of ~~the general business of the Company~~; a meeting or other event relating to the Company; or other material relating to the Company;

~~(ii)~~(b) any purpose consented to in writing by the Member; and

~~(iii)~~(c) any other purpose necessary to comply with a requirement of ~~the~~ ~~either the Corporations Act or the ACNC Act~~.

9. CESSATION OF MEMBERSHIP

9.1 Events that cause Member's membership to cease

A person ceases to be a Member on the date that the Member:

~~(a)~~ resigns by giving written notice to the Company under Article 9.2;

~~(b)~~ in the case of an Institutional Member, becomes insolvent, is wound up or otherwise ceases to exist;

~~(c)~~ in the case of an individual member:

(i) dies;

(ii) becomes bankrupt or makes an arrangement or composition with creditors of the person's joint or separate estate generally; or

~~6.8~~ becomes of unsound mind or a person whose person or estate is liable to be dealt with in any way under a law relating to mental health; **Annual Membership Fees**

~~(a)~~ An individual Member of the Company must pay to the Company an annual membership fee of \$40.00 or, if some other higher or lower amount is determined by the Board, that other amount.

~~(iii)~~ An body corporate Member of the Company must pay to the Company an annual or

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- ~~(b) — has their membership fee of \$250.00 or, if some other higher or lower amount is determined/terminated by the Board, that other amount.~~
- ~~(i) — The annual membership fee must be paid:~~
- ~~(i) — if the Member is an existing member — before 28 February in each calendar year; or~~
- ~~(ii) — if the Member becomes a member:~~
- ~~A. — on or before 31 July in any calendar year — on becoming a Member; and~~
- ~~B. — on or after 31 July in any calendar year — before 28 February in each succeeding calendar year.~~
- ~~(e)(d) — Any taxes (including goods and services tax) payable Directors or by the Company in respect of the annual membership fees are not included in such fees and are to be borne by the Member liable to pay such fees in addition to such fees. — general meeting in accordance with this Constitution.~~

9.2 Disciplining Of Method of Resignation

A Member of the Company may resign from membership by giving to the Secretary written notice. The Member's membership ceases:

- (a) On the resignation date specified in the notice; or
- (b) If no resignation date is specified in the notice, 14 days after the notice is received by the Secretary.

9.3 Reinstatement of Membership

If a Member resigns under Article 9.1(b), then the Board may reinstate their membership if they pay the outstanding amount.

9.4 Ongoing Liability of Member

A Member remains liable after resignation for:

- (a) All money due by the Member to the Company; and
- (b) The Guarantee Amount that is payable on demand under Article 19.1 for 12 months from the date of resignation.

9.5 Register of Members to be Updated by Secretary

If a Member ceases to be a member under Article 8, and in every other case where a Member ceases to hold membership, the Secretary must make an appropriate entry in the Register of Members recording the date on which the Member ceased to be a member.

10. DISCIPLINING MEMBERS

6.910.1 Complaints Against Members

- (a) A complaint may be made to the Board by any person that a Member of the Company:
 - (i) has refused or neglected to comply with a provision of this Constitution; or
 - (ii) has wilfully acted in a manner prejudicial to the interests of the Company or the Objects.
- (b) The Board may refuse to deal with a complaint if it considers the complaint to be trivial or vexatious in nature.

10.2 Disciplinary Procedure

~~(e)~~(a) If the Board decides to deal with the complaint, the Board must:

- (i) cause notice of the complaint to be served on the Member concerned; and
- (ii) give the Member at least 14 days from the time the notice is served within which to make submissions to the Board in connection with the complaint; and
- (iii) take into consideration any submissions made by the Member in connection with the complaint.

~~(d)~~(b) The Board may, by Special Resolution, expel the Member from the Company or suspend the Member from membership of the Company if, after considering the complaint and any submissions made in connection with the complaint, it is satisfied that the facts alleged in the complaint have been proved on the balance of probabilities and the expulsion or suspension is warranted in the circumstances.

~~(e)~~(c) If the Board expels or suspends a Member, the Secretary must, within 7 days after the action is taken, cause written notice to be given to the Member of the action taken and of the Member's right of appeal under Article 10.3.

~~(f)~~(d) The expulsion or suspension does not take effect:

- (i) until the expiration of the period within which the Member is entitled to appeal against the resolution concerned; or
- (ii) if within that period the Member exercises the right of appeal, unless and until the Company confirms the resolution under Article ~~5.10~~,10.3 whichever is the later.

6.1010.3 Right Of Appeal Of Disciplined Member

- (a) A Member may appeal to the Company in general meeting against a resolution of the Board under Article ~~5.9~~10.2, within 7 days after notice of the resolution is served on the Member, by lodging with the Secretary a notice to that effect.
- (b) The notice may, but need not, be accompanied by a statement of the grounds on which the Member intends to rely for the purposes of the appeal.
- (c) On receipt of a notice from a Member under Article ~~5.10(a)~~10.3(a), the Secretary must notify the Board, and the Board must convene a general meeting of the Company to be held within 28 days after the date on which the Secretary received the notice.
- (d) At a general meeting of the Company convened under Article ~~5.10(e)~~10.3(c):
 - (i) no business other than the question of the appeal is to be transacted; and
 - (ii) the Board and the Member must be given the opportunity to state their respective cases orally or in writing, or both; and
 - (iii) the Members present are to vote by secret ballot on the question of whether the resolution should be confirmed or revoked.
- (e) The appeal is to be determined by an Ordinary Resolution of the Members.

6.11 Termination

~~Without limiting Article 5.9, the Directors may by written notice to the Member terminate the Member's membership with immediate effect or with effect from a specified date after service of the notice.~~

6.1210.4 Reinstatement Of Members

The Board is entitled to reinstate any terminated or expelled member on such membership terms as the Board deems fit.

6.13 Limited Liability

~~The liability of Members is limited to the amount to be paid and contributed under Article 5.8 and Article 14.~~

6.1410.5 Resolution Of Disputes

- (a) ~~A dispute between a Member and another Member (in their capacity as Members) of the Company, or a dispute between a Member or Members and the Company, must be initially referred on notice to each other disputant.~~
- (b) ~~The notice referred to in Article 5.14(a) must include a summary of the issues in dispute and notification of a time within a period of 14 days beginning 4 days after the service of the notice, and a place in the capital of the State at~~

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~~which the disputants (or, if a disputant is not a natural person, the disputant's representative) are to meet to try to resolve the dispute.~~

- (c) ~~The disputants and/or their representatives must meet at the time and place specified in the notice to try to resolve the dispute and must, if necessary, continue to negotiate for 2 consecutive business days unless they otherwise agree to reconvene.~~
- (d) ~~If the dispute has not been resolved by the disputants or the disputants' representatives by the end of the meeting then any disputant may, within 14 days thereafter, refer the dispute to arbitration. *The Commercial Arbitration Act 2011 (SA) applies to any such dispute referred to arbitration.*~~

7.11. GENERAL MEETINGS

7.11.1 Holding Of Annual General Meetings

The ~~Company must hold its first~~Directors:

- (a) ~~Must convene a general meeting, called the~~ annual general meeting ~~within:~~
- (a)(i) ~~Within~~ 18 months after ~~its~~the registration ~~under of~~ the ~~Act.~~Company;
and
- (b) ~~Subject to Article 6.1(a), After~~ the ~~Company must hold its first~~ annual general meetings:
- (i)(ii) ~~meeting,~~ at least once in ~~each~~every calendar year; ~~and~~
- (ii) ~~within 5 months after the close of the Company's Financial Year.~~

7.2 May, whenever they think fit, convene a Calling And Business Of Annual General Meetings

- (a) ~~The annual~~ general meeting of the ~~Company is, subject to the Act and to Article 6.1, to be convened on the date and at the place and time as the Board thinks fit.~~
- (b) ~~In addition to any other business which may be transacted at an annual general meeting, the business of an annual general meeting is to include the following:~~
- (i) ~~to confirm the minutes of the last preceding annual general meeting and of any Extraordinary General Meeting held since that meeting;~~
- (ii) ~~to receive from the Board reports on the activities of the Company during the last preceding Financial Year;~~
- (iii) ~~to elect Directors of the Company; and~~
- (iv)(c) ~~to receive and consider any financial statement or report required to be submitted to Members under of the Act (if any).~~Company; and

~~(e)(d) An annual general meeting must be specified as such in the notice convening the meeting.~~

~~7.311.2 Members have power to convene annual general meeting~~

~~If there are not sufficient Directors to constitute a quorum at a meeting of the Board and consequently the Board cannot resolve to convene and arrange an annual general meeting under Article 6.2(a), then one Director or any two or more Members may convene an annual general meeting of the Company at the cost of the Company.~~

~~7.4 Calling of Extraordinary General Meetings~~

~~(a) The Board may, whenever it thinks fit, convene a Extraordinary General Meeting of the Company.~~

~~(b) The Board must, Must on the requisition in writing of at least of Members representing not less than 25% (twenty five percent) of the total number of Members, convene a Extraordinary General Meeting of voting rights in the Company.~~

~~(e)(a) A at the date of that requisition proceed to convene a general meeting of the Members for a Extraordinary General Meeting; of the Company.~~

~~11.3 must state Member Requisition for a General Meeting~~

~~(a) Each requisition made under Article 11.1(d) must:~~

- ~~(i) State the purpose or purposes of the meeting;~~
- ~~(ii) must be Be signed by the members making the requisition; and~~
- ~~(iii) must be Be lodged with the Secretary; and.~~

~~(iv)(b) The requisition may consist of several documents in a similar form, each signed by one or more of the members making the requisition.~~

~~(d)(c) If the Board fails to convene a Extraordinary General Meeting general meeting to be held within 30 days after that date on which a requisition of Members for the meeting is lodged with the Secretary, any one or more of the Members who made the requisition may convene aan Extraordinary General Meeting to be held not later than 90 days after that date.~~

~~(e)(d) A Extraordinary General Meeting general meeting convened by a Member or Members as referred to in Article 6.4(d) 11.3(c) must be convened as nearly as is practicable in the same manner as general meetings are convened by the Board.~~

~~11.4 Calling And Business Of Annual General Meetings~~

~~(a) The annual general meeting of the Company is, subject to the Corporations Act and to Article 11.1, to be convened on the date and at the place and time as the Board thinks fit.~~

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~~(f)~~(b) In addition to any other business which may be transacted at an annual general meeting, the business of an annual general meeting is to include the following:

- (i) to confirm the minutes of the last preceding annual general meeting and of any Extraordinary General Meeting held since that meeting;
- (ii) to receive from the Board reports on the activities of the Company during the last preceding Financial Year;
- (iii) to elect Member Elected Directors of the Company; and
- (iv) to receive and consider any financial statement or report required to be submitted to Members under either the Corporations Act or the ACNC Act (if any).

~~(g)~~(c) An annual general meeting must be specified as such in the notice convening the meeting.

7.511.5 Members have power to convene annual general meeting

If there are not sufficient Directors to constitute a quorum at a meeting of the Board and consequently the Board cannot resolve to convene and arrange an annual general meeting under Article 11.1(a), then one Director or any two or more Members may convene an annual general meeting of the Company at the cost of the Company.

7.611.6 Notice

- (a) Notice of a general meeting must be given to each Member and the auditor or auditors of the Company, if any, at least 21 days before the date for which the meeting is convened, in accordance with Article ~~15.8~~20.9 and the Corporations Act. The notice of meeting must contain:
 - (i) the place, date and time for the meeting (and, if the meeting is to be held in 2 or more places, the technology that will be used to facilitate this); and
 - (ii) the general nature of the meeting's business; and
 - (iii) if a Special Resolution is to be proposed at the meeting —an intention to propose the Special Resolution and the resolution; and
 - (iv) a statement that the member has a right to appoint a proxy; and
 - (v) information on whether the proxy needs to be a member of the company and information on how to appoint a proxy.
- (b) No business other than that specified in the notice convening a general meeting is to be transacted at the meeting except, in the case of an annual general meeting, business which may be transacted under Article 11.4(b).
- (c) A Member desiring to bring any business before a general meeting may give notice in writing of that business to the Secretary who must include that

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business in the next notice calling a general meeting given after receipt of the notice from the Member.

7.711.7 Calculation of period of notice

In computing the period of notice under Article 11.6(a), both the days on which the notice is given or taken to be given and the day of the meeting convened by it are to be disregarded.

7.811.8 Non-receipt of notice of general meeting

The non-receipt of notice of a general meeting, or the accidental omission to give notice of a general meeting to a person entitled to receive notice does not invalidate any resolution passed at the general meeting.

7.911.9 Directors entitled to attend general meetings

Each Director and the Secretary is entitled to receive notice of and attend all general meetings and speak at those meetings.

7.1011.10 Technology

The Company may hold a meeting of Members at 2 or more locations using any technology that gives the Members as a whole a reasonable opportunity to participate in the meeting.

7.111.11 Quorum For General Meetings

- (a) No item of business is to be transacted at a general meeting unless a quorum of Members entitled under this Constitution to vote is present during the time the meeting is considering that item.
- (b) The lower of:
 - (i) a majority of Members; and
 - (ii) 5 Memberspresent (being Members entitled under this Constitution to vote at a general meeting) constitute a quorum for the transaction of the business of a general meeting.
- (c) If within half an hour after the appointed time for the commencement of a general meeting a quorum is not present, the meeting:
 - (i) if convened on the requisition of Members, is to be dissolved; and
 - (ii) in any other case, is to stand adjourned to the same day in the following week at the same time and (unless another place is specified at the time of the adjournment by the person presiding at the meeting or communicated by written notice to Members given before the day to which the meeting is adjourned) at the same place.

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- (d) If at the adjourned meeting a quorum is not present within half an hour after the time appointed for the commencement of the meeting, the Members present are to constitute a quorum.

7.1211.12 Presiding Member

- (a) The Chair or, in the Chair's absence, the Vice-Chair, is to act as chairperson at each general meeting of the Company.
- (b) If the Chair and the Vice-Chair are absent or unwilling to act, the Directors present must elect one of their number to preside as chairperson at the meeting.

7.1311.13 Adjournment

- (a) The chairperson of a general meeting at which a quorum is present may, with the consent of the majority of Members present at the meeting, adjourn the meeting from time to time and place to place, but no business is to be transacted at an adjourned meeting other than the business left unfinished at the meeting at which the adjournment took place.
- (b) If a general meeting is adjourned for 14 days or more, the Secretary must give written or oral notice of the adjourned meeting to each member of the Company stating the place, date and time of the meeting and the nature of the business to be transacted at the meeting.
- (c) Except as provided in Articles 11.13(a) and 11.13(b), notice of an adjournment of a general meeting or of the business to be transacted at an adjourned meeting is not required to be given.

7.1411.14 Making Of Decisions

- (a) A question arising at a general meeting of the Company is to be determined by either:
 - (i) a show of hands, or
 - (ii) if on the motion of:
 - A. the chairperson; or
 - B. 5 or more Members present at the meeting

the question should be determined by a written ballot - a written ballot.
- (b) If the question is to be determined by a show of hands, a declaration by the chairperson that a resolution has, on a show of hands, been:
 - (i) carried;
 - (ii) carried unanimously;

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(iii) carried by a particular majority; or

(iv) lost

or an entry to that effect in the minute book of the Company, is evidence of the fact, without proof of the number or proportion of the votes recorded in favour of or against that resolution.

(c) If the question is to be determined by a written ballot, the ballot is to be conducted in accordance with the directions of the chairperson.

(d) A demand for a written ballot does not prevent the continuance of the meeting for the transaction of any business other than the question on which the poll has been demanded.

7.1511.15 Voting

(a) On any question arising at a general meeting of the Company each Member present personally or by way of validly appointed proxy has 1 vote only.

(b) In the case of an equality of votes on a question at a general meeting, the chairperson of the meeting is entitled to exercise a second or casting vote.

(c) A Member is not entitled to vote at any general meeting of the Company unless all money due and payable by the Member to the Company has been paid.

(d) A Member is not entitled to vote at any general meeting of the Company if the Member is under 18 (eighteen) years of age.

7.1611.16 Business at General Meetings

(a) All business must be considered and resolved by way of an Ordinary Resolution of Members entitled to vote on the matter, unless required to be considered and resolved by way of a Special Resolution under a term of this Constitution or by the [Corporations](#) Act.

(b) Subject to this Constitution and the requirements of the [Corporations](#) Act, a resolution is taken to be carried if an Ordinary Resolution is passed in favour of it.

7.1711.17 Proxy Votes Permitted

(a) Subject to any other provision of this Constitution, a Member entitled to vote is entitled to appoint in the approved form as set out in Schedule 3 a natural person who is also a Member of the Company to be their proxy, and attend and vote at any general meeting of the Company.

(b) An appointment may be a standing appointment. A Member who has appointed a proxy may revoke the appointment at any time by giving the Company written notice.

(c) An appointment for a meeting is valid for an adjournment of that meeting.

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- (d) Unless otherwise approved by the chairperson, a proxy is not to be treated as valid unless notice of it is received by the Company at its official address (or another place specified in the notice of meeting) at least 24 hours before the time the meeting (or adjourned meeting) at which it is to be exercised is due to commence.
- (e) A proxy has the same rights as the Member to speak and vote at a general meeting. Those rights are suspended while the Member is personally present at the meeting.
- (f) The proxy or other person must vote on a resolution in accordance with any direction in the appointment.
- (g) If there is no direction, and the person is separately entitled to vote on the resolution, the person may vote on it for the Member as he or she thinks fit.
- (h) If there is no direction, and the person is not separately entitled to vote on the resolution, he or she must abstain from voting on it.

7.1811.18 Right to appoint attorney

A Member may by power of attorney duly executed in the presence of at least 1 witness, and (if necessary) duly stamped, appoint an attorney (who must also be a Member) to act on the Member's behalf at all or any meetings of the Company or of any class of Members.

7.1911.19 Right to appoint ~~Authorised~~ Representative

- (a) ~~A Member that is an incorporated body (a Corporate Member)~~An Institutional Member may appoint a person who is an employee or other person duly authorised in writing by the ~~Corporate~~Institutional Member to represent and (if applicable) to vote on behalf of the ~~Corporate~~Institutional Member at meetings of the Company, and to be the contact person for service of notices by the Company on the ~~Corporate~~Institutional Member (~~an~~ Authorised Representative).
- (b) An appointment under Article 11.19(a) must be by written notice to the Secretary and will stand unless and until the ~~Corporate~~Institutional Member notifies the Company that such appointment has been revoked or that the appointee has been replaced.

7.2011.20 Cancellation or postponement of general meeting

Where a general meeting (including an annual general meeting) is convened by the Board, they may, when they think fit, cancel the meeting or postpone the holding of the meeting to a date and time determined by them. This Article does not apply to a meeting convened in accordance with the Corporations Act by a single Director, by Members, by the Directors on the request of Members, or to a meeting convened by the Court.

7.2111.21 Written notice of cancellation or postponement of general meeting

Written notice of cancellation or postponement of a general meeting must be given to all persons entitled to receive notices of general meetings from the Company. The notice must be given at least 2 days before the date for which the meeting is convened and must specify the reason for cancellation or postponement.

7.2211.22 Contents of notice postponing general meeting

A notice postponing the holding of a general meeting must specify:

- (a) a date and time for the holding of the meeting; and
- (b) a place for the holding of the meeting, which may be either the same as or different to the place specified in the notice convening the meeting; and
- (c) if the meeting is to be held in two or more places, the technology that will be used to facilitate the holding of the meeting in that manner.

7.2311.23 Notice period for postponed general meeting

The number of clear days from when a notice postponing the holding of a general meeting is given to the date specified in that notice for the holding of the meeting may not be less than the number of days' notice of the meeting required to be given by this Constitution or the [Corporations Act](#).

7.2411.24 Business at postponed general meeting

The only business that may be transacted at a general meeting which is postponed is the business specified in the notice convening the meeting.

7.2511.25 Non-receipt of notice of cancellation or postponement of a general meeting

The accidental omission to give notice of the cancellation or postponement of a meeting to, or the non-receipt of any such notice by, any person entitled to notice does not invalidate that cancellation or postponement or any resolution passed at a postponed meeting.

7.2611.26 Proxy at postponed general meeting

Where:

- (a) by the terms of an instrument appointing a proxy or of an appointment of a Representative, the appointed person is authorised to attend and vote at:
 - (i) a general meeting to be held on a specified date; or
 - (ii) a general meeting or general meetings to be held on or before a specified date; and

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- (b) the date for holding the meeting is postponed to a date later than the date specified in the instrument of proxy or appointment of ~~an Authorised~~ Representative,

then, by force of this Article, that later date is substituted for and applies to the exclusion of the date specified in the instrument of proxy or appointment of Representative unless the Member appointing the proxy or ~~Authorised~~ Representative gives to the Company at its Registered Office notice in writing to the contrary not less than 48 hours before the time to which the holding of the meeting has been postponed.

8.12. AUTHORITY OF THE BOARD

8.12.1 Powers of the Board

- (a) Subject to the Corporations Act and this Constitution, and to any resolution passed by the Members in general meeting, the Board:
- (i) is to control and manage the affairs of the Company; and
 - (ii) may exercise all such functions as may be exercised by the Company, other than those functions that are required by the Corporations Act and this Constitution to be exercised by a general meeting of Members of the Company; and
 - (iii) has power to perform all such acts and do all such things as appear to the Board to be necessary or desirable for the proper management of the affairs of the Company.
- (b) Without limiting Article 12.1(a), the Board has the power to:
- (i) administer the finances, appoint bankers, and direct the opening of banking accounts for specific purposes, and to transfer funds from one account to another, and to close any such account;
 - (ii) fix the manner in which such banking accounts must be operated upon, providing the Company passes all payments;
 - (iii) fix fees and subscriptions payable by members and decide such levies, fines and charges as is deemed necessary and advisable, and to enforce payment thereof;
 - (iv) adjudicate on all matters brought before it which in any way affect the Company;
 - (v) cause minutes to be made of all proceedings at meetings of the Board and general meetings of Members;
 - (vi) make, amend and rescind rulings of the Company;
 - (vii) have the power to form and appoint any sub-committees as required for specific purposes; and

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- (viii) employ a person or persons to carry out certain duties required by the Company, at salaries or remunerations for such period of time, as may be deemed necessary.
- (c) All acts of a Director, or a person acting as a Director in the event of a casual vacancy, are valid notwithstanding that it is afterwards discovered that there was some defect in the appointment, election or qualification of them or any of them or that they or any of them were disqualified or had vacated office.

8.212.2 Authorised Signatories

- (a) The Secretary is an authorised signatory of the Company.
- (b) The Board may from time to time appoint additional authorised signatories from among such of its Directors as are ordinarily resident in Australia, and may at any time revoke any such appointment.
- (c) A person (other than the ~~Secretary~~Secretary) vacates office as an ~~authorised signatory~~authorised signatory if:
 - (i) his or her appointment as an ~~authorised signatory~~authorised signatory is revoked;
 - (ii) he or she ceases to be a ~~Director~~Director; or
 - (iii) he or she ceases to be ordinarily resident in Australia.

8.312.3 Delegation By Board To Committee

- (a) The Board may, by instrument in writing, delegate to one or more committees (consisting of the Member or Members of the Company as the Board thinks fit) the exercise of such of the functions of the Board as are specified in the instrument, other than:
 - (i) this power of delegation; and
 - (ii) a function which is a duty imposed on the Board by the Corporations Act, the ACNC Act or by any other law.
- (b) A function the exercise of which has been delegated to a committee under this Article may, while the delegation remains unrevoked, be exercised from time to time by the committee in accordance with the terms of the delegation.
- (c) A delegation under this Article may be made subject to the conditions or limitations as to the exercise of any function, or as to time or circumstances, specified in the instrument of delegation.
- (d) Despite any delegation under this Article, the Board may continue to exercise any function delegated.
- (e) Any act or thing done ~~or suffered~~by a committee acting in the exercise of a delegation under this Article has the same force and effect as it would have if it had been done ~~or suffered~~by the Board.

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- (f) The Board may, by instrument in writing, revoke wholly or in part any delegation under this Article.
- (g) A committee may meet and adjourn as it thinks proper, but if the meeting consists of two or more Directors, the meetings and proceedings are governed by the provisions of this Constitution as to the meetings and proceedings of the Board so far as they are applicable.

9.13. APPOINTING DIRECTORS

9.13.1 Composition of the Board of Directors

- ~~(i)~~(a) The minimum number of Directors is 3. The maximum total number of Directors is 11.
- ~~(b)~~ The Members may by Ordinary Resolution increase or reduce Subject to Articles 13.1(c) and 13.1(d), the number Board must generally be comprised of:
 - ~~(i)~~ 6 Member Elected Directors, but may not reduce the minimum number of to be elected in accordance with Article 13.3; and
 - ~~(b)~~(ii) 5 Co-opted Directors below 3 to be elected in accordance with Article 13.4.
- ~~(c)~~ The Board must be comprised of a majority of Member Elected Directors at all times.
- ~~(d)~~ The Board may, in its discretion, authorise the appointment of up to a maximum of 11 Member Elected Directors if it is deemed impossible or impracticable to fill all 5 positions reserved for Co-opted Directors.
- ~~(e)~~(e) Each Director is, subject to this Constitution (and in particular, Article ~~8.2~~13.2), to hold office until the conclusion of the 3rd annual general meeting following the date of the Director's election to the Board.
- ~~(f)~~(f) Each Director is eligible for re-election for ~~a second~~up to 3 consecutive ~~term~~terms of 3 years.
- ~~(g)~~(g) A Director must not be a Director for a period of at least 1 year following the conclusion of their ~~second~~third consecutive term.

9.213.2 Initial Directors

- (a) In the first instance the Board is to consist of the Initial Directors.
- (b) As part of their first term, the Initial Directors are to hold office for a period of up to 3 years from the date of the incorporation of the Company, subject to the following provisions:
 - (i) one third of the Initial Directors are appointed until the conclusion of the first annual general meeting following the date of the incorporation of the Company;

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- (ii) one third of the Initial Directors are appointed until the conclusion of the annual general meeting following the meeting referred to in Article ~~8.2(b)~~13.2(b)(i); and
- (iii) the final third of the Initial Directors are appointed until the conclusion of the annual general meeting following the meeting referred to in Article 13.2(b)(ii).

9.313.3 Election of Member Elected Directors

- (a) Nominations of candidates for election as a Member Elected Director:
 - (i) must be made in writing, signed by 2 Members, and accompanied by the written consent of the candidate (which may be endorsed on the form of the nomination); and
 - (ii) must be delivered to the Secretary at least 7 days before the date fixed for the holding of the annual general meeting at which the election is to take place.
- (b) If the number of nominations received is equal to the number of vacancies to be filled, the persons nominated are automatically elected as from the end of that annual general meeting.
- (c) If insufficient nominations are received to fill all vacancies on the Board, the candidates nominated are automatically elected as from the end of that annual general meeting, and further nominations may be received at the annual general meeting.
- (d) If insufficient further nominations are received, any vacant positions remaining on the Board are taken to be casual vacancies.
- (e) If the number of nominations received exceeds the number of vacancies to be filled, a ballot is to be held.
- (f) The ballot for the election of Directors is to be conducted at the annual general meeting in such usual and proper manner as the ~~chairman of the Board at the beginning~~chairperson of the annual general meeting directs. Persons elected as a Director under a ballot are appointed as a Director as from the end of that annual general meeting.
- (g) A person nominated as a candidate for election as a Director must at that time be a Member of the Company, and must remain a Member of the Company at all times during which they hold office.

9.4 Casual Vacancies

13.4 Co-opted Directors

- (a) The Board may constitute a Governance Nominations Committee (GNC) to nominate candidates for election as Co-opted Directors.
- (b) The GNC will:

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- (i) Comprise at least 3 current Directors, including the Chair, Vice-Chair and other Directors as appointed by the Board.
- (ii) Meet at such times and locations as nominated by the Chair, giving reasonable notice to all members of the GNC, and may be convened in one or more locations using technology; and
- (iii) Have regard to the professional skillsets and experience required to maintain a balanced and cohesive Board, namely:

 - A. Not-for-profit management and governance;
 - B. Educational policy development;
 - C. Commercial, strategy and business development (assumed to include financial acumen);
 - D. Marketing and promotion;
 - E. Engagement with philanthropy;
 - F. Mental health promotion; and
 - G. Academic qualifications in a relevant field, preferably a Masters of Applied Positive Psychology;
- (i) Consider candidates eligible to hold office as Co-opted Directors and refer nominations of suitable candidates to the Secretary in accordance with Article 13.4(c).
- (c) Nominations by the GNC must:

 - (i) be made in writing, signed by all members of the GNC, and accompanied by the written consent of the candidate (which may be endorsed on the form of the nomination) (the **Nomination Form**); and
 - (ii) specify the nominee's skillsets and experience, having regard to the principles in Article 13.4(b)(iii);
 - (iii) be delivered to the Secretary at least 14 days prior to:

 - A. the proposed appointment date specified in the Nomination Form; or
 - B. the next annual general meeting,

whichever occurs first.
- (d) If the number of nominations received is less than or equal to the number of vacancies to be filled, the persons nominated are automatically elected as from the appointment date specified in the Nomination Form or the next annual general meeting, whichever occurs first.

(e) If insufficient nominations are received, any vacant positions reserved for Co-opted Directors may, at the Board's discretion:

(i) be treated as casual vacancies and filled in accordance with Article 13.5; or

(ii) be reserved until such time as the GNC or the Board identifies a suitable Co-opted Director nominee.

(f) If the number of nominations received exceeds the number of vacancies to be filled, a Directors' ballot is to be held at:

(i) the next Board meeting; or

(ii) the annual general meeting,

whichever occurs first, in such usual and proper manner as the chairperson at that meeting directs. In the event of a tied vote, the Chair shall have the casting vote. Persons appointed elected as a Co-opted Director under a Directors' ballot are appointed as a Director as from the end of the meeting at which the ballot is determined.

(g) A person nominated as a candidate for election as a Co-opted Director need not at that time be a Member of the Company. If that person is not at that time a Member, he or she will be conferred Honorary Membership by the Secretary for the term during which they hold office.

13.5 Notwithstanding the foregoing, the Board may, by Ordinary Resolution, veto the nomination or election of a Co-opted Director.Casual Vacancies

(a) In the event of a casual vacancy occurring in the membership of the Board, the Board may in its discretion:

~~(a)~~(i) appoint a Member of the Company to fill the vacancy and the Member so appointed is to hold office, subject to this Constitution, until the conclusion of the annual general meeting next following the date of the appointment-; or

(ii) subject to Article 13.1(c), reserve the position for a Co-opted Director, to be nominated and appointed in accordance with Article 13.4.

(b) A casual vacancy on the Board will occur between annual general meetings if a Director: (whether a Member Elected Director or a Co-opted Director):

(i) dies;

(ii) ceases to be a Member of the Company;

(iii) resigns office by notice in writing given to the Secretary;

(iv) is removed from office under Article 13.6;

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- (v) becomes mentally incapacitated;
- (vi) becomes bankrupt or insolvent or makes an arrangement or composition with creditors of the Director's joint or separate estate generally;
- (vii) is absent without the consent of the Board from 3 consecutive meetings of the Board;
- (viii) is convicted of an offence involving fraud or dishonesty for which the maximum penalty on conviction is imprisonment for not less than 3 months; or
- (ix) is prohibited or disqualified from being a director of ~~a company~~the Company under Part 2D.6 (Disqualification from managing corporations) of the ActCorporations Act or under the ACNC Act.

9.513.6 Removal of Directors

- (a) The Company in general meeting may by resolution remove any member of the Board from the office of Director before the expiration of the Director's term of office, and may by resolution appoint another person to hold office until the expiration of the term of office of the Director so removed.
- (b) If a Director to whom a proposed resolution referred to in Article 13.6(a) relates:
 - (i) makes representations in writing to the Secretary or Chair (not exceeding a reasonable length); and
 - (ii) requests that the representations be notified to the Members of the Company,

the Secretary or the Chair may send a copy of the representations to each Member or, if the representations are not so sent, the Member is entitled to require that the representations be read out at the meeting at which the resolution is considered.

9.613.7 Register of Directors

The Secretary must keep a register of Directors that complies with all the requirements of the Corporations Act.

9.713.8 Remuneration of Directors

A Director must not be paid any remuneration for services as a Director.

9.813.9 Reimbursement of expenses

ASubject to Article 13.10, a Director is entitled to be reimbursed out of the funds of the Company for their reasonable travelling, accommodation and other expenses incurred when travelling to or from meetings of the Board or a Committee, or when otherwise engaged on the business of the Company.

9.913.10 Payments to Director

Any payment to a Director ~~that is not prohibited under~~ must comply with:

- (a) The principles set out in Article 8.6 ~~(including a payment permitted under article 8.8) must be approved~~4;
- (b) The ACNC Governance Standards; and
- (c) Any more specific policy ratified by the Board or Chief Executive Officer to uphold these principles.

10.14. BOARD ~~MEEETINGS~~MEETINGS

10.14.1 Board Meetings and Quorum

- (a) The Board must meet at least 3 times in each period of 12 calendar months at the place and time the Board determines.
- (b) Additional meetings of the Board may be convened by the Chair or by any 2 Directors.
- (c) Oral or written notice of a meeting of the Board must be given by the Secretary to each Director at least 5 clear business days (or such other period as may be unanimously agreed by the Board) before the time appointed for the holding of the meeting.
- (d) Notice of a meeting given under Article 14.1(c) must specify the general nature of the business to be transacted at the meeting, ~~and no. The Board may agree to transact~~ business other than that business ~~is to be transacted at the meeting, except business specified in that notice~~ which ~~the Directors present at the meeting unanimously agree to treat as~~ may include urgent business.
- (e) A **majority** of the Directors constitutes a quorum for the transaction of the business of a meeting of the Board.
- (f) No business is to be transacted by the Board 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 is to stand adjourned to the same place and at the same hour of the same day in the following week.
- (g) If at the adjourned meeting a quorum is not present within half an hour of the time appointed for the meeting, the meeting is to be dissolved.
- (h) At a meeting of the Board:
 - (i) the Chair or, in the Chair's absence, the Vice-Chair is to act as chair;
or
 - (ii) if the Chair and the Vice-Chair are absent or unwilling to act as chair, one of the remaining Directors, as chosen by the Directors present at the meeting, is to act as chair.

10.214.2 Voting And Decisions

- (a) The provisions of this Article 14.2 are subject to Article 16.
- (b) Subject to this Constitution and the [Corporations](#) Act, questions arising at a meeting of the Board, or of any committee, are to be determined by an Ordinary Resolution of the Directors (or committee members) present at the meeting.
- (c) Each Director present at a meeting of the Board, or of any committee, (including the person presiding at the meeting) is entitled to **one vote**, but in the event of an equality of votes on any question, the chairperson **may** exercise a second or casting vote.
- (d) Subject to Article 14.1(e), the Board may act despite any vacancy on the Board.
- (e) Any act or thing done or suffered, or purporting to have been done or suffered, by the Board, or by a committee, is valid and effectual despite any defect that may afterwards be discovered in the appointment or qualification of any member of the Board or committee.

10.314.3 Written Resolutions

- (a) Unless the [Corporations](#) Act requires otherwise, the Directors may pass a resolution without a meeting of the Board being held if ~~all~~[the majority](#) of the Directors who are entitled to vote on the resolution:
 - ~~(a)(i)~~ sign a document containing a statement that they are in favour of the resolution set out in the document; [or](#)
 - [\(ii\) respond by email with a statement that they are in favour of the resolution set out in the originating email.](#)
- ~~(b)~~ 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)(b)~~ [The resolution is taken to be passed, as if it had been passed unanimously at a duly convened meeting of the Board, at the time the Secretary has evidence that the last Director has signed it.](#)

10.414.4 Technology

The Board may hold a meeting of the Board at 2 or more locations using any technology that gives the Directors seeking to participate in the meeting a reasonable opportunity to participate in the deliberations of the meeting.

10.514.5 Alternate Directors

A Director cannot appoint an alternate Director for any purposes, including attending, speaking and voting at meetings.

11.15. OFFICE-BEARERS

11.15.1 Appointment of Office-bearers

- (a) The office-bearers of the Company are as follows:
 - (i) the Chair;
 - (ii) the Vice-Chair;
 - (iii) the Treasurer; and
 - (iv) the Secretary.
- (b) The Board may by Ordinary Resolution establish other office-bearer roles as it thinks fit from time to time.
- (c) At the first Board meeting following the annual general meeting the Board must elect Directors to fill each office, and on the election of an office-bearer the term of the incumbent officer-bear ends.
- (d) A Director may nominate for re-election to an office held by the Director immediately before the election.
- (e) A Director may only hold a single office at any one time.

11.215.2 Treasurer

It is the duty of the Treasurer to ensure:

- (a) that all money due to the Company is collected and received and that all payments authorised by the Company are made; and
- (b) that correct books and accounts are kept showing the financial affairs of the Company, including full details of all receipts and expenditure connected with the activities of the Company.

11.315.3 Secretary

- (a) The Secretary must, as soon as practicable after being appointed as Secretary, lodge notice with the Company of his or her address.
- (b) It is the duty of the Secretary to keep minutes of:
 - (i) all appointments of office-bearers and Members of the Company, and
 - (ii) the names of Directors and Members of the Company present at meetings of the Board and general meetings, and
 - (iii) all proceedings at meetings of the Board and general meetings.
- (c) Minutes of proceedings at a meeting must be signed by the chairperson of the meeting or by the chairperson of the next succeeding meeting.

11.415.4 Public Officer

- (a) The Board must from time to time appoint and maintain a Public Officer who is aged 18 (eighteen) years or more and is ordinarily resident in Australia.
- (b) The position of Public Officer ~~may~~:
 - (i) Must be held by a Member of the Company; and
 - ~~(b)(ii)~~ May but need not be, held by the Secretary or a Member/Director of the Company.

12.16. CONFLICTS OF INTEREST

12.16.1 Disclosure of interest

- (a) A Director may:
 - (i) hold office in the Company on any terms as the Board resolves;
 - (ii) hold an office or otherwise be interested in other body corporates in which the Company is interested; or
 - (iii) act, or the Director's firm may act, in any professional capacity for the Company (except as auditor),and retain the benefits of doing so if the Director discloses their interest in accordance with Article ~~11.1(b) and the Act~~.16.1(b) and any applicable provisions of the Corporations Act and the ACNC Act.
- (b) A member of the Board who has any direct or indirect pecuniary interest in a contract, or proposed contract, with the Company must:
 - (i) as soon as he or she becomes aware of his or her interest, disclose the nature and extent of his or her interest to the Board; and
 - (ii) disclose the nature and extent of his or her interest in the contract at the next annual general meeting of the Company.
- (c) Article 16.1(b) does not apply in respect of a pecuniary interest that exists only by virtue of the fact that the Director:
 - (i) is an employee of the Company; or
 - (ii) is a member of a class of persons for whose benefit the Company is established; or
 - (iii) has the pecuniary interest in common with all or a substantial proportion of the Members of the Company.
- (d) If a Director discloses their interest in accordance with this Article ~~11 and the 16~~ and any applicable provisions of the Corporations Act and the ACNC Act:

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- (i) the Director may contract or make an arrangement with the Company in any matter in any capacity;
- (ii) the Director may retain the benefits under the contract or arrangement; and
- (iii) the Company cannot avoid the contract or agreement merely because of the existence of the Director's interest.

12.216.2 Voting on a contract in which a Director has an interest

- (a) A Director who has any direct or indirect pecuniary interest in a contract, or proposed contract, with the Company must not take part in any decision of the Board with respect to that contract (but may, subject to [the any applicable provisions of the Corporations Act and the ACNC Act](#), take part in any deliberations with respect to that contract).
- (b) Article 16.2(a) does not apply in respect of a pecuniary interest that:
 - (i) exists only by virtue of the fact that the Director is a member of a class of persons for whose benefit the Company is established; or
 - (ii) the Director has in common with all or a substantial proportion of the Directors of the Company.

13.17. INDEMNITY AND INSURANCE

13.117.1 Indemnity ~~Of~~ Officers

Every person who is or has been:

- (a) a Director;
- (b) a Secretary, or
- (c) a Public Officer,

is entitled to be indemnified out of the property of the Company against:

- (d) every liability incurred by the person in that capacity (except a liability for legal costs); and
- (e) all legal costs incurred in defending or resisting (or otherwise in connection with) proceedings, whether civil or criminal or of an administrative or investigatory nature, in which the person becomes involved because of that capacity,

unless:

- (f) the Company is forbidden by statute to indemnify the person against the liability or legal costs; or

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- (g) an indemnity by the Company of the person against the liability or legal costs would, if given, be made void by statute.

13.217.2 Insurance

The Company may pay or agree to pay, whether directly or through an interposed entity, a premium for a contract insuring a person who is or has been a Director or Secretary or an executive officer of the Company against liability incurred by the person in that capacity, including a liability for legal costs, unless:

- (a) the Company is forbidden by statute to pay or agree to pay the premium; or
- (b) the contract would, if the Company paid the premium, be made void by statute.

13.317.3 Contract

The Company may enter into an agreement with a person referred to in Article 17.1 and Article 17.2 with respect to the matters covered by those articles. An agreement entered into pursuant to this ~~article~~Article may include provisions relating to rights of access to the books of the Company conferred by the Corporations Act or otherwise by law.

14.18. AUDITOR

~~14.1~~18.1 The Board must, if required by either the Corporations Act or the ACNC Act:

- (a) prepare and maintain accounts;
- (b) appoint and maintain an auditor; and
- (c) cause the accounts of the Company to be audited

each case, in accordance with the applicable Act.

~~14.2~~18.2 Subject to Article 18.1, the Company is not required to prepare accounts or have them audited.

15.19. CONTRIBUTIONS ON WINDING UP

19.1 ~~Each Member undertakes to contribute an amount of up to (and not exceeding) \$20 to the Company's property if~~contributions on winding up

If the Company is wound up ~~during, while a person is a Member~~ (or within ~~4-year~~12 months after they stop being a Member) then that person must contribute up to the Guarantee Amount to the ~~cessation of the Member's membership, on account of~~Company for:

- (a) payment of the Company's debts and liabilities contracted before they ceased to be a Member;
- (b) the costs of winding up; and

- (c) adjustment of the rights of the contributories among themselves.

19.2 Surplus Assets not to be distributed to Members

If, on the winding up or dissolution of the Company, there remains any money or Property after satisfying all debts and liabilities of the Company (Surplus Assets), then those Surplus Assets must not be paid or distributed to any Member or former Member, unless that Member satisfies the criteria in Article 19.3.

19.3 Permitted distribution of Surplus Assets

The Surplus Assets must be distributed to another institution or institutions:

- (a) That have objects similar to, or inclusive of, the Company's Objects; and
- (b) That have a Constitution which prohibits the distribution of its income and Property among its members to an extent at least as great as is imposed on the Company under Article 4 of this Constitution.

19.4 Decision to distribute Surplus Assets

The decision as to the distribution of the Surplus Assets in accordance with Article 19.3 must be made by way of:

- (a) A Special Resolution of the Directors of the Company at or before the time of the Company's dissolution; or
- (b) If the Directors are unable to form a quorum for the purposes of passing such resolution, a Special Resolution of the Members of the Company at or before the time of the Company's dissolution; or
- (c) If the Members are unable to form a quorum for the purposes of passing such resolution, then by a Judge or Registrar of the Supreme Court of the State or such other court of competent jurisdiction.

16-20. MISCELLANEOUS

16-20.1 Insurance

The Company may effect and maintain insurance.

16-20.2 Source Of Funds

- (a) The funds of the Company are to be derived from annual membership fees, donations and any other revenue derived from the business of the Company, including revenue derived from events and other activities, and, subject to any resolution passed by the Company in general meeting, such other sources as the Board determines.
- (b) All money received by the Company must be deposited as soon as practicable and without deduction to the credit of the Company's bank or other authorised deposit-taking institution account.

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- (c) The Company must, as soon as practicable after receiving any money, issue an appropriate receipt.

16.320.3 Management ~~Of~~ Funds

- (a) The funds of the Company are to be used in pursuance of the Objects in such manner as the Board determines.
- (b) All cheques, drafts, bills of exchange, promissory notes and other negotiable instruments must be signed by:
 - (i) any 2 Directors; or
 - (ii) any 1 Director and the Secretary; or
 - (iii) one or more employees of the Company authorised to do so by a written resolution of the Board.

16.420.4 Common Seal

- (a) The Company is not required to maintain a common seal, or execute documents with a common seal.
- (b) If the Company adopts a common seal:
 - (i) the common seal must be kept in the care of the Secretary; and
 - (ii) the seal must not be used or affixed to any deed or document except:
 - A. pursuant to a resolution of the Board; and
 - B. in the presence of at least the Chair and one other Member of the Board.

16.520.5 Resolution Of Disputes

- (a) A dispute between a Member and another Member (in their capacity as Members) of the Company, or a dispute between a Member or Members and the Company, must be initially referred on notice to each other disputant.
- (b) The notice referred to in Article 10.5(a) must include a summary of the issues in dispute and notification of a time within a period of 14 days beginning 4 days after the service of the notice, and a place in the capital of the State at which the disputants (or, if a disputant is not a natural person, the disputant's representative) are to meet to try to resolve the dispute.
- (c) The disputants and/or their representatives must meet at the time and place specified in the notice to try to resolve the dispute and must, if necessary, continue to negotiate for 2 consecutive business days unless they otherwise agree to reconvene.
 - A. If the dispute has not been resolved by the disputants or the disputants' representatives by the end of the meeting then

any disputant may, within 14 days thereafter, refer the dispute to arbitration. [The Commercial Arbitration Act 2011 \(SA\)](#) applies to any such dispute referred to arbitration.

16.620.6 Alterations to Constitution

- (a) Notice of all motions to alter, repeal or add to this Constitution must be given to members at least 21 days prior to the annual general meeting or the Extraordinary General Meeting called for such purpose.
- (b) Such motions, or any part thereof, are of no effect unless passed by a **Special Resolution** of the Company at the meeting and in accordance with the [Corporations Act](#).

16.720.7 Custody Of Books And Records

Except as otherwise provided by this Constitution, the Secretary must keep in his or her custody (or under his or her control) all records, books and other documents relating to the Company.

16.820.8 Inspection Of Books And Records

- (a) The following documents must be open to inspection, free of charge, by a Member of the Company at any reasonable hour:
 - (i) this Constitution; and
 - (ii) minutes of all ~~Board meetings and~~ general meetings of the Company.
- (b) A Member of the Company may obtain a copy of any of the documents referred to in Article 20.8(a) on payment of a fee of not more than \$1.00 for each page copied.

16.920.9 Service Of Notices

- (a) For the purpose of this Constitution, a notice may be served on or given to a person:
 - (i) by delivering it to the person personally; or
 - (ii) by sending it by pre-paid post to the address of the person; or
 - (iii) by sending it by email or facsimile transmission (or some other form of electronic transmission) to an address specified by the person for giving or serving the notice.
- (b) For the purpose of this Constitution, a notice is taken, unless the contrary is proved, to have been given or served:
 - (i) in the case of a notice given or served personally, on the date on which it is received by the addressee; and

- (ii) in the case of a notice sent by pre-paid post:
 - A. within Australia – 3 business days after posting; or
 - B. to a place outside of Australia – 7 business days after posting; and
- (iii) in the case of a notice sent by email or facsimile transmission (or some other form of electronic transmission), on the date it was sent or, if the machine from which the transmission was sent produces a report indicating that the notice was sent on a later date, on that date.

16.10—Dissolution

~~If, on the winding up of the Company, any Property of the Company remains after satisfaction of the debts and liabilities of the Company and the costs, charges and expenses of that winding up, that Property must be distributed in accordance with the Act.~~

17.—CONSISTENCY WITH ACT

~~If any provision within this Constitution is inconsistent with a mandatory law, regulation, rule or condition specified in the Act, then the provision of this Constitution is deemed to be amended or altered to the extent necessary (but only to that extent) so that it is or remains consistent with the mandatory law, regulation, rule or condition set out in the Act.~~

18.21. INTERPRETATION

~~18.121.1~~ In this Constitution, unless the context indicates a contrary intention:

- (a) a reference to a 'person', in the context of membership, means an individual or a body corporate;
- (b) a reference to a function includes a reference to a power, authority and duty, and
- (c) a reference to the exercise of a function includes, if the function is a duty, a reference to the performance of the duty.

~~18.221.2~~ Without limiting the foregoing:

- (a) headings are for convenience only and do not affect interpretation;
- (b) the plural includes the singular and vice versa;
- (c) a reference to any gender includes every other gender;
- (d) if a word or phrase is defined, its other grammatical forms have a corresponding meaning;
- (e) a reference to a Article, schedule or annexure is a reference to an Article of, or a schedule or annexure to, this Constitution;

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- (f) a reference to this Constitution includes a reference to any amendment, novation, variation, supplemental deed or replacement from time to time in existence;
- (g) a reference to a document (including this Constitution) is to the document as amended, varied, supplemented, novated or replaced, except to the extent prohibited by this Constitution or that other document;
- (h) reference to any statute, or any subordinate legislation or instrument includes all statutes, subordinate legislation or instruments amending, modifying, consolidating, re-writing, re-enacting or replacing them and a reference to a statute includes all subordinate legislation and instruments made under that statute.
- (i) a reference to dollars and \$ is to Australian currency;
- (j) a reference to a right or obligation of any two or more persons confers that right, or imposes that obligation, as the case may be, jointly and severally; and
- (k) the meaning of general words is not limited by specific examples introduced by including, or for example, or similar expressions.

19.22. DICTIONARY

In this Constitution, unless the context clearly indicates otherwise, the following expressions have the meanings set out below:

- (a) ACNC Act means the ~~Corporations~~*Australian Charities and Not-for-profits Commission Act 2001*~~2012~~ (Cth) and the regulations made thereunder (as the context requires or permits), as amended or varied from time to time;
- (b) ACNC Governance Standards means the governance standards made under Part 3-1 of the ACNC Act;
- ~~(b)~~(c) Board means the board of Directors of the Company as constituted from time to time;
- ~~(e)~~(d) Committee means a committee established by the Board in accordance with Article 12.3;
- (e) Co-opted Director means a director of the Company appointed under Article 13.4;
- (f) Corporations Act means the *Corporations Act 2001* (Cth) and the regulations made thereunder (as the context requires or permits), as amended or varied from time to time;
- (g) Director means a director of the Company, whether a Member-Elected Director or a Co-opted Director;
- ~~(d)~~(h) Extraordinary General Meeting means a general meeting of the Company other than an annual general meeting;

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~~(e)~~ **Financial Member** means a person who has paid their annual membership fees, as and when due;

~~(i)~~ **GNC** means the Governance Nominations Committee constituted by the Board under Article 13.4(a) (if any);

~~(j)~~ **Guarantee Amount** means \$40.00;

~~(k)~~ **Financial Year** means:

- (i) the period of time commencing on the date of incorporation of the Company and ending on the following 30 June; and
- (ii) each period of 12 (twelve) months after the expiration of the previous Financial Year of the Company, commencing on 1 July and ending on the following 30 June;

~~(l)~~ **Initial Directors** means each of the persons who has consented to act as a Director of the Company from incorporation;

~~(m)~~ **Member Elected Director** means a director of the Company appointed under Article 13.3;

~~(n)~~ **Ordinary Resolution** means a resolution passed by persons who together hold more than 50% of the total voting rights that may be exercised in respect of that resolution;

~~(o)~~ **Property** includes any estate and any interest in any real, personal, movable or immovable property of any description and in any location, whether in possession or not, including (without limiting the generality hereof) policies of assurance or endowment, cash and choses in action;

~~(p)~~ **Public Officer** means the person appointed from time to time under Article 15.4;

~~(q)~~ **Representative** has the meaning given in Article 11.19;

~~(r)~~ **School** means an institution for the education of primary, middle and/or high school students;

~~(s)~~ **Secretary** means the person holding office under this Constitution as secretary of the Company from time to time;

~~(t)~~ **Special Resolution** means a vote passed by persons who together hold 75% or more of the total voting rights that may be exercised in respect of that resolution; and

~~(u)~~ **State** means South Australia.

- END OF MAIN PROVISIONS -

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Schedule 1

Statement of Objects

20.1. VISION OF PESA

~~To strive toward the advancement of education by leading and promoting~~For the science of wellbeing and ~~positive psychology~~Positive Psychology to be integrated ~~throughout the education system~~, enabling all students, schools and communities to flourish.

21.2. MISSION OF PESA

To be a not-for-profit organisation that leads, promotes, and fosters the implementation and development of ~~positive psychology and its applications in education settings~~.Positive Education through:

- (a) Promoting Positive Education and engaging educators and other stakeholders;
- (b) Equipping educators and other stakeholders with resources relating to Positive Education; and
- (c) Facilitating collaboration between educators, schools and other stakeholders.

22.3. CORE VALUES

The core values of ~~PESA~~the Company are:

- (a) Celebrating accomplishment;
- ~~(b)~~(a) Celebrating strengths;
- ~~(c)~~(a) Collaboration;
- ~~(d)~~(a) Developing positive relationships;
- ~~(e)~~(a) Inclusivity, which encourages diversity;
- ~~(f)~~(a) Encouraging engagement;
- ~~(g)~~(a) Fostering positive emotions; and
- ~~(h)~~(a) Promoting meaning.

23. GOALS

4. KEY INITIATIVES

The ~~goals~~key initiatives of ~~PESA~~the Company are:

- ~~(a) To advocate the significance of wellbeing as core to educational outcomes;~~
- ~~(b) To facilitate collaboration amongst teachers, students, researchers and practitioners of wellbeing and positive psychology across all aspects of school life and sectors;~~

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- ~~(e) To equip all educators across all sectors with a deeper understanding of wellbeing, positive psychology and its applications in education; and~~
- (a) Development and promotion of a Positive Education Framework
- (b) Advocacy of Positive Education to education systems
- (c) Promotion of Positive Education to school leaders and communities
- (d) Building a membership base with a cross-representation of Australian schools
- ~~(d)~~(e) Collaboration with other key international organisations supporting positive psychology-Positive Education
- (f) Strengthening and communicating the evidence base behind Positive Education
- (g) Identifying evidence-informed practices and resources on Positive Education
- (h) Provision of resources for members through multiple channels: website, newsletter, social media, conferences
- (i) Advise and link schools with service providers for training and/or consultancy
- (j) Running the annual national conference – a networking and professional development event
- (k) Convening state chapters to facilitate local networking and collaboration
- (l) Providing resource-constrained schools with support and linkages to implement Positive Education on a needs basis, having regard to specific schools' resource constraints.

- END OF SCHEDULE 1 -

Schedule 2

Membership Classes

<p>Individual Members</p>	<p>Eligibility</p> <p>Eligibility for individual membership is available to those whonatural persons that align with the Objects, and who are Financial Members.</p> <p>Rights</p> <p>Right to receive notice of any general meeting of the Company.</p> <p>Right to attend and vote at all general meetings of the Company.</p> <p>Obligations</p> <p>Payment of annual membership fee.</p> <p><u>Annual Membership Fee</u></p> <p><u>\$50.00, or such other amount as prescribed by the Board from time to time.</u></p>
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<p>Institutional Members</p>	<p>Eligibility</p> <p>Institutional membership is available to Schools, body corporates, incorporated associations or other organisations who align with the Objects, and who are Financial Members.</p> <p>Institutional membership is available to other organisations as determined by the Board.</p> <p>Rights</p> <p>Right to receive notice of any general meeting of the Company.</p> <p>Right to attend and vote at all general meetings of the Company.</p> <p><u>Rights conferred at discretion of Board</u></p> <p><u>3 x complimentary Individual Memberships for current staff members of the Institutional Member.</u></p> <p><u>These Individual Memberships are:</u></p> <ul style="list-style-type: none"> <u>• Conferred concurrently with the Institutional Membership and terminate on termination of the Institutional Membership;</u> <u>• Available only to current staff members of the Institutional Member;</u> <u>• Transferrable to other staff members in the event that the staff member's employment with the Institutional Member ceases;</u> <u>• In all other respects subject to the rights and obligations applicable to Individual Membership.</u> <p>Obligations</p> <p>Payment of annual membership fee.</p> <p><u>Annual Membership Fee</u></p> <p><u>\$450.00, or such other amount as prescribed by the Board from time to time.</u></p>
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<p>Patron Members</p>	<p>Eligibility</p> <p>The Board of Directors may, at its discretion, elect 1 or more patrons of the Association for such period as may be deemed necessary.</p> <p>Rights</p> <p>No right to receive notice of any general meeting of the Company.</p> <p>No right to attend and vote at all general meetings of the Company.</p> <p><u>Annual Membership Fee</u></p> <p><u>Nil.</u></p>
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<p>Honorary Members</p>	<p>Eligibility</p> <p>Honorary membership may be granted by the Board <u>or the CEO</u> to individuals who have made a significant and recognised contribution to positive psychology, <u>positive education or the Company</u> in accordance with the Objects.</p> <p>Rights</p> <p>No right<u>Right</u> to receive notice of any general meeting of the Company.</p> <p>No right<u>Right</u> to attend and vote at all general meetings of the Company.</p> <p><u>Annual Membership Fee</u></p> <p><u>Nil.</u></p>
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<p><u>Student Members</u></p>	<p><u>Eligibility</u></p> <p><u>Eligibility for student membership is available to full-time students who align with the Objects.</u></p> <p><u>Rights</u></p> <p><u>Right to receive notice of any general meeting of the Company.</u></p> <p><u>Right to attend and vote at all general meetings of the Company.</u></p> <p><u>Obligations</u></p> <p><u>Payment of annual membership fee.</u></p> <p><u>Annual Membership Fee</u></p> <p><u>\$20.00, or such other amounts as prescribed by the Board from time to time.</u></p>
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- END OF SCHEDULE [2](#) -

Schedule 3

Nomination for membership of association

~~Positive Education Schools Association Limited~~ (incorporated under the *Corporations Act 2001* (Cth)) ("~~the Company~~")

I,
{full name of applicant}

of
{address}

.....
{occupation}

hereby apply to become a member of the Company. In the event of my admission as a member, I agree to be bound by the Constitution of the Company for the time being in force.

I consent to notices and other written material related to the Company to be served on me by:

~~Mail~~

Postal Address

~~Facsimile~~

Fax No:

~~E-mail~~

Email Address:

.....
Signature of applicant Date

-END OF SCHEDULE-

Schedule 4

Pro-forma Proxy Form

Meeting:

Place	
Date	
Time	

I/We, [insert name and address of member/members], am/are a member/members of Positive Educations Schools Association Limited. I/We appoint the following person/persons as my/our proxy/proxies to vote on my/our behalf at the specified meeting and any adjournment.

Name or office of proxy	Address

I/We appoint the following alternate person/persons to vote on my/our behalf at that meeting and any adjournment if a person/s I/we have appointed proxy is/are unable to act.

Name of proxy	Name of alternate	Address of alternate

[Include any instructions concerning voting in favour of or against particular resolutions]

Signed:
[Insert name of member appointing proxy]

- END OF SCHEDULE 3-