ASDP

Australasian Society for Developmental Paediatrics

Constitution of the Neurodevelopmental and Behavioural Paediatric Society of Australasia Limited

Australian Company Number (ACN) 650 287 380

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Introduction to the Constitution

The Neurodevelopmental and Behavioural Paediatric Society of Australasia (**NBPSA**) was established in 2012 to address the isolated and fragmented services for children experiencing neurodevelopmental and behavioural (**NDB**) disorders across Australasia.

By providing a focused collegiate environment for clinicians, NBPSA aims to support ongoing improvements in the quality and consistency of both NDB paediatric practice and the expert advice available to governments and policy makers and others responsible for planning, organising and delivering services for children with NDB conditions.

NBPSA has no single diagnostic focus so that it can provide impartial, consensus driven advice on the complex array of behaviours, assessments, diseases and interventions that can affect a child's development.

To summarise the objects of the NBPSA set out in Clause 6 of this constitution, the NBPSA has two connected aims as a health promotion charity:

- that children with, or who are at risk of having NDB disorders can experience more successful childhoods and, as a result, achieve their personal potential to become happy and contributing adult members of society; and,
- that the clinicians who care for these children and families will experience professional lives that are effective and sustainable.

Neurodevelopmental is intended to broadly encompass child development. The prefix 'neuro' implies that functional developmental impairment is believed to result from disordered growth or damage to the developing central nervous system. This presumption includes situations where causal processes may result from early childhood environment and experience. Because neurological aetiology is often inferred rather than clearly identifiable, the term 'neurodevelopmental' is used synonymously with the term 'developmental' which more generally reflects the observable consequences.

Behavioural indicates that many disorders of child development are associated with behaviours that fall beyond normal social expectations. Understanding these behaviours requires consideration of the full complex psychological and social context of the child, past and present, in addition to consideration of biological factors.

Australasia is intended to reflect a focus for the organisation on Australia and Aotearoa New Zealand but may also include neighbouring countries such as those in South-East Asia and the Pacific region.

Preliminary

1. Name of the Company

The name of the Company is Neurodevelopmental and Behavioural Paediatric Society of Australasia Limited. The Company may trade under any other name as agreed by the Board, in accordance with the objectives shown in Clause 6.1.

2. Type of Company

The Company is a not-for-profit public company limited by guarantee, which is established to be, and to continue as, a charity.

3. Limited liability of Members

The liability of Members is limited to the amount of the guarantee in clause 4.

4. The guarantee

Each Member must contribute an amount not more than $10 (the guarantee) to the property of the Company if the Company is wound up while the Member is a Member, or within 12 months after they stop being a Member, and this contribution is required to pay for the:

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

(b) costs of winding up.

5. Definitions

In this constitution, words and phrases have the meaning set out in clauses 78 and 80.

Charitable purposes and powers

6. Objects

6.1 The objects of the Company are to pursue the following charitable purposes:

(a) to promote and support the development of excellence in the practice of neurodevelopmental and behavioural (NDB) paediatrics;

(b) to provide a collegiate and supportive structure for paediatricians and other medically trained professionals who work with neurodevelopmental and behavioural disorders, and share similar professional and related personal challenges; and

(c) to provide specialist representation on issues pertaining to the health and welfare of children with disorders impacting primarily on their development and behaviour.

6.2 The Company will engage in the following activities towards the achievement of the objects at clause 6.1:

(a) advocacy for children with NDB disorders, on issues related to their health and service delivery at a local, regional & rural, national, and Australasian level;

(b) advancement of public education and awareness of the clinical challenges, science, and practice of NDB paediatrics in Australasia;

(c) Creation of collaborative relationships with other organisations involved in NDB disorders, child health and welfare;

(d) Provision and facilitation of education, mentorship, and professional development, particularly for Members of the Company;

(e) Representation and advocacy for paediatricians working in NDB paediatrics, within the Royal Australasian College of Physicians (**RACP**), including offering input into the Specialist Advisory Committee, educational and accreditation sections of the RACP, and the Chapter of Community Child Health,

(f) Supporting the principle that undergraduate and postgraduate teaching, supervision and accreditation in NDB Paediatrics should be maintained at the highest possible standard,

(g) Creation and maintenance of mechanisms for effective communication including website, forums, email discussion and other strategies for internal discussion amongst Members, and

(h) Provision of support and advocacy for research in NDB disorders, particularly towards excellence and standardisation of clinical practice.

7. Powers

7.1 Subject to clause 8, the Company has the following powers, which may only be used to carry out its purpose(s) set out in clause 6:

(a) the powers of an individual; and

(b) all the powers of a company limited by guarantee under the Corporations Act.

7.2 For so long as it seeks or has obtained registration as a health promotion charity with the ACNC, the Company shall act consistently with and shall maintain its registration as a health promotion charity under the ACNC Act.

8. Not-for-profit

8.1 The Company must not distribute any income or assets directly or indirectly to its Members, except as provided in clauses 8.2 and 77.

8.2 Clause 8.1 does not stop the Company from doing the following things, provided they are done in good faith:

(a) paying a Member for goods or services they have provided or expenses they have properly incurred at fair and reasonable rates or rates more favourable to the Company; or

(b) making a payment to a Member in carrying out the Company's charitable purpose(s).

9. Public Fund

9.1 The Company shall establish and maintain a Public Fund to receive tax deductible donations under subdivision 30-B of the Tax Act for so long as it seeks or has obtained endorsement as a deducible gift recipient as a health promotion charity from the Australian Taxation Office.

9.2 All income and property of the Public Fund shall be used exclusively for the purposes covered in accordance with the Company's objects in clause 6.1.

9.3 The Public Fund shall not be eligible to receive any other money or property.

9.4 No profits, financial surplus, property or other assets shall be paid or given to the controllers, owners, Members, trustees or beneficiaries of the Public Fund at any time.

9.5 All donations to the Public Fund by way of money or property as well as income of the Fund shall be kept separate from any other funds of the Company in a separate bank/financial institution account and in accordance with appropriate accounting procedures, including those required by Clause 66.

9.6 The Public Fund shall be administered by:

(a) The Board; or

(b) A committee of the Board, of which the majority of Members shall be Responsible Persons.

9.7 Receipts shall be issued in the name of the Public Fund for all donations.

9.8 The Board of the Company shall be responsible for inviting the public to contribute and ensure that it does in fact contribute to the Public Fund in order to maintain its tax-deductible status.

9.9 The Company shall comply with such rules, conditions and financial arrangements applying from time to time to public funds, such as the promotion of the Public Fund to the public, the actual receipt of donations from the public and the provision to the appropriate authorities of regular six-monthly reports with statistical information about donations made to the Public Fund during the previous six months.

9.10 Donors to the Public Fund shall not receive any advantage of material character by way of return and all donations must be given unconditionally to qualify for tax deductibility.

9.11 If upon the winding up or dissolution of the Public Fund, there remains after satisfaction of all its debts and liabilities, any property or funds, the property or funds shall not be paid to or distributed among its Members but shall be transferred in accordance with clause 77.

10. Amending the constitution

10.1 Subject to clause 10.2, the Members may amend this constitution by passing a Special Resolution.

10.2 The Members must not pass a Special Resolution that amends this constitution if passing it causes the Company to no longer be a charity.

Members

11. Classes of Membership

11.1 The Members of the Company are:

(a) **Ordinary Members** including:

(i) paediatricians holding Fellowship of the Royal Australasian College of Physicians;

(ii) other medical practitioners registered in Australia or Aotearoa New Zealand, including general practitioners and career medical officers practising in, or with significant professional experience in, NDB paediatric practice, as determined by the Board at its absolute discretion; and

(iii) child and adolescent psychiatry Fellows of the Royal Australian and New Zealand College of Psychiatrists (**RANZCP**).

(b) Trainee Members - doctors who are in RACP training programs for specialist qualifications in general paediatrics, Community Child Health or RANZCP training for child and adolescent psychiatry, or other specialist training programs with significant NDB paediatric practice scope, as determined by the Board. Such members may be basic paediatric trainees, or advanced paediatric trainees, where these trainees are not practising as consultants in NDB or related areas.

(c) **Life Members** – conferred by the Board on a Member for distinguished service to the Company or to neurodevelopmental and behavioural paediatrics.

(d) **International/Associate Membership** – is conferred by the Board on a medical doctor who does not qualify for Ordinary Membership, but who:

(i) practises in Australia or Aotearoa New Zealand in a discipline related to NDB paediatrics; or

(ii) holds equivalent specialist registration, as determined by the Board of NBPSA at its absolute discretion, in a country other than Australia or Aotearoa New Zealand.

(e) **Retired Members** – a member who has held ordinary membership, but who has retired from practice.

11.2 Where the Board confers membership on an individual in one of the classes in clause 11.1 (c) to (e) inclusive, it will act reasonably, and its decisions are not subject to challenge.

11.3 The membership of the Company may be divided into other classes of membership by way of a proposal made by the Board and the passing of a Special Resolution at a General Meeting.

12. Register of Members

12.1 The Company must establish and maintain a register of Members. The register of Members must be kept by the Chair of the Membership Committee under oversight of the Company Secretary and must contain:

(a) for each current Member:

(i) name;

(ii) email address;

(iii) suburb, postcode and State;

(iv) contact phone number; and

(v) date the Member was entered on to the register.

(b) for each person who stopped being a Member in the last 7 years:

(i) name;

(ii) email address;

(iii) suburb, postcode and State

(iv) contact phone number; and

(v) dates the membership started and ended.

12.2 The Company must give current Members access to the register of Members.

12.3 Information that is accessed from the register of Members must only be used in a manner relevant to the interests or rights of Members.

12.4 Each Member must notify the chair of the Membership Committee or the Company Secretary in writing of any change in that Member's name, address, telephone, facsimile number, or electronic mail address (or other contact person, if applicable) within one month after the change.

13. Who can be a Member

13.1 A person who supports the objects of the Company and meets the requirements of the relevant class of Members under clause 11.1 is eligible to apply to be a Member of the Company under clause 14. Any such applicant who, in the opinion of the Board, may on entry immediately meet the requirements of clause 21 for being disciplined, may be denied membership.

13.2 In this clause, 'person' means an individual but does not include a body corporate.

14. How to apply to become a Member

14.1 Unless otherwise determined by the Board, the application for membership lodged by a person (as defined in clause 13.2) must:

(a) state that the applicant wants to become a Member, and the class of membership;

(b) state the applicant supports the purpose(s) of the Company;

(c) state that the applicant agrees to comply with the Company's constitution, including paying the guarantee under clause 4 if required;

(d) be signed by the applicant;

(e) be accompanied by such documents or evidence as to qualification for membership/the category of membership applied for as the Board may determine; and

(f) be in whatever form, including electronic form, as the Board may determine.

14.2 A Member may apply to transfer from one class of membership to another. Members applying to transfer should include reasons why the transition is appropriate, and, if they are applying to move from Trainee to Ordinary Member, provide evidence of their specialist qualification. Any such request will be reviewed by the Board (or its delegate) and may, at its absolute discretion, be considered as a new application.

14.3 Membership is persona, no membership interest, benefit or right of any Member is capable of being sold or transferred in any matter.

15. Fees

15.1 Each Member must pay the Annual Membership Fee determined by the Board from time to time.

15.2 Annual membership fees are non-refundable and are payable by Members on admission and on the anniversary of their membership each year, unless otherwise determined by the Board.

15.3 In determining the amount of the Annual Membership Fee, except in cases of financial hardship where a reduced fee may be offered in accordance with clause 15.4, the Board may nominate a different rate as between different classes of membership but may not discriminate between Members of the same class of membership.

15.4 Members who request a reduced membership fee based on financial hardship must do so in accordance with the procedure at the time as determined by the Board. The decision to offer a reduced fee membership will be at the Board's absolute discretion.

16. Directors decide whether to approve Membership

16.1 The Board, or its delegate, must consider an application for membership within a reasonable time after the Membership Committee receives the application.

16.2 If the Board, or its delegate, approve an application, the chair of the Membership Committee must, as soon as possible:

(a) enter the new Member on the register of Members; and

(b) write to the applicant to tell them that their application was approved, and the date that their membership started (per clause 17).

16.3 If the Board, or its delegate, reject an application, the Chair of the Membership Committee must write to the applicant as soon as possible to tell them that their application has been rejected but does not have to give reasons.

16.4 The Board, or its delegate, may approve an application even if the application does not state the matters listed in clauses 14.1 (a), 14.1 (b) or 14.1 (c). In that case, by applying to be a Member, the applicant agrees to those three matters.

17. When a person becomes a Member

An applicant becomes a Member when they have paid the Annual Membership Fee and are entered on the register of Members.

18. Active contribution

As a condition of their ongoing membership, ordinary and trainee Members must actively contribute to the objects of the company as set out in clause 6.1.

19. When a person stops being a Member

A person immediately stops being a Member if they:

(a) Die;
(b) resign, by writing to the Chair of the Membership Committee;
(c) are expelled under clause 21;
(d) fail to pay the Annual Membership Fee by a date notified to them by the Chair of the Membership Committee; or
(e) have not responded within three months to a written request from the chair of the Membership Committee that they confirm in writing that they want to remain a Member.

Dispute resolution and disciplinary procedures

20. Dispute resolution

20.1 The dispute resolution procedure in this clause applies to disputes (disagreements) under this constitution between a Member or Director and:

(a) one or more Members;
(b) one or more Directors; or
(c) the Company

20.2 A Member must not start a dispute resolution procedure in relation to a matter which is the subject of a disciplinary procedure under clause 21 until the disciplinary procedure is completed.

20.3 Those involved in the dispute must try to resolve it between themselves within 14 days of knowing about it.

20.4 If those involved in the dispute do not resolve it under clause 20.3, they must, within 10 days:

(a) Tell the Directors about the dispute in writing;

(b) Agree or request that a mediator be appointed; and
(c) Attempt in good faith to settle the dispute by mediation

20.5 The mediator must:
(a) be chosen by agreement of those involved; or
(b) where those involved do not agree:
(i) for disputes between Members, be a person chosen by the Directors; or
(ii) For other disputes, be a person chosen by either the Commissioner of the Australian Charities and Not-for-profits Commission or the president of the law institute or society in the state or territory in which the Company has its registered office.

20.6 A mediator chosen by the Directors under clause 20.5 (b) (i):
(a) may be a Member or former Member of the Company;
(b) must not have a personal interest in the dispute; and
(c) must not be biased towards or against anyone involved in the dispute.

20.7 When conducting the mediation, the mediator must:
(a) allow those involved a reasonable chance to be heard;
(b) allow those involved a reasonable chance to review any written statements;
(c) ensure that those involved are given natural justice; and
(d) not make a decision on the dispute.

21. Discipling Members

21.1 In accordance with this clause, the Directors may resolve to warn, suspend or expel a Member from the Company if the Directors consider in their sole discretion, exercised reasonably, that:
(a) the Member has breached this constitution; or
(b) the Member's behaviour is causing, has caused, or is likely to cause harm or disrepute to the Company.

21.2 If the Directors resolve that the Member is to be warned or suspended, they may do this immediately following the Directors' meeting where such resolution has been made.

21.3 At least 14 days before the Directors' meeting at which a resolution to expel a Member under clause 21.1 will be considered, the chair of the Membership Committee must notify the Member in writing:
(a) that the Directors are considering a resolution to expel the Member, that this resolution will be considered at a Directors' meeting and the date of that meeting;
(b) what the Member is said to have done or not done;
(c) the nature of the resolution that has been proposed; and
(d) that the Member may provide an explanation to the Directors, and details of how to do so.

21.4 Before the Directors pass any resolution under clause 21.3, the Member must be given a chance to explain or defend themselves by:
(a) sending the Directors a written explanation before that Directors' meeting; and/or
(b) speaking at the meeting.

21.5 After considering any explanation under clause 21.4, the Directors may:
(a) take no further action;
(b) warn the Member;
(c) suspend the Member's rights as a Member for a period of no more than 12 months;
(d) expel the Member;
(e) refer the decision to an unbiased, independent person on conditions that the Directors consider appropriate (however, the person can only make a decision that the Directors could have made under this clause); or
(f) require the matter to be determined at a General Meeting.

21.6 The Directors cannot fine a Member.

21.7 The chair of the Membership Committee must give written notice to the Member of the

decision under clause 21.5 as soon as possible.

21.8 Disciplinary procedures must be completed as soon as reasonably practical.

21.9 There will be no liability for any loss or injury suffered by the Member as a result of any decision made in good faith under this clause.

General meetings of Members

22. General meetings called by Directors

22.1 The Directors may call a General Meeting.

22.2 Only Eligible Voting Members may vote at a General Meeting.

22.3 If at least 10% of Eligible Voting Members make a written request to the Company for a General Meeting to be held, the Directors must:

(a) within 21 days of the Members' request, give all Members notice of a General Meeting; and

(b) hold the General Meeting within 2 months of the Members' request.

22.4 The Members who make the request for a General Meeting must:

(a) state in the request any resolution to be proposed at the meeting with supporting material;

(b) sign the request; and

(c) give the request to the Company.

22.5 Separate copies of a document setting out the request may be signed by Members if the wording of the request is the same in each copy.

23. General meeting called by Members

23.1 If the Directors do not call the meeting within 21 days of being requested under clause 22.3, 50% or more of the Members who made the request may call and arrange to hold a General Meeting.

23.2 To call and hold a meeting under clause 23.1 the Members must:

(a) as far as possible, follow the procedures for General Meetings set out in this constitution;

(b) call the meeting using the list of Members on the Company's Member register, which the Company must provide to the Members making the request, at no cost; and

(c) hold the General Meeting within three months after the request was given to the Company.

23.3 The Company must pay the Members who request the General Meeting any reasonable expenses they incur because the Directors did not call and hold the meeting.

24. Annual General Meeting

24.1 A General Meeting, called the annual General Meeting, must be held:

(a) within 18 months after registration of the Company; and

(b) after the first annual General Meeting, at least once in every calendar year.

24.2 Even if these items are not set out in the notice of meeting, the business of an annual General Meeting may include:

(a) a review of the Company's activities;

(b) a review of the Company's finances;

(c) any auditor's report;

(d) the election of Directors; and

(e) the appointment and payment of auditors, if any.

24.3 Before or at the annual General Meeting, the Directors must give information to the Members on the Company's activities and finances during the period since the last annual General Meeting.

24.4 The chair of the annual General Meeting, which will be the President or authorised delegate, must give Members, as a whole, a reasonable opportunity at the meeting to ask questions or make comments about the management of the Company.

25. Notice of General Meetings

25.1 Notice of a General Meeting must be given to:

(a) each Member;
(b) each Director; and
(c) the auditor (if any).

25.2 Notice of a General Meeting must be provided in writing at least 21 days before the meeting.

25.3 Subject to clause 25.4, notice of a meeting may be provided less than 21 days before the meeting if:

(a) for an annual General Meeting, all the Members entitled to attend and vote at the annual General Meeting agree beforehand; or
(b) for any other General Meeting, Members with at least 95% of the votes that may be cast at the meeting agree beforehand.

25.4 Notice of a meeting cannot be provided less than 21 days before the meeting if a resolution will be moved to:

(a) remove a Director;
(b) appoint a Director in order to replace a Director who was removed; or
(c) remove an auditor.

25.5 Notice of a General Meeting must include:

(a) the place, date and time for the meeting (and if the meeting is to be held in two or more places, the technology that will be used to facilitate this);
(b) the general nature of the meeting's business;
(c) if applicable, that a Special Resolution is to be proposed and the words of the proposed resolution;
(d) a statement that Eligible Voting Members have the right to appoint proxies and that, if a Member appoints a proxy:
(i) the proxy must be an Eligible Voting Member of the Company;
(ii) the proxy form must be delivered to the Company at its registered address or the address (including an electronic address) specified in the notice of meeting; and
(iii) the proxy form must be delivered to the Company at least 48 hours before the meeting.

25.6 If a General Meeting is adjourned (put off) for one month or more, the Members must be given new notice of the resumed meeting.

26. Quorum at General Meetings

26.1 For a General Meeting to be held, at least 20 Members (a quorum) must be present (in person, by proxy or by representative) for the whole meeting. When determining whether a quorum is present, a person may only be counted once (unless that person is a proxy of another Member).

26.2 No business may be conducted at a General Meeting if a quorum is not present.

26.3 If there is no quorum present within 30 minutes after the starting time stated in the notice of General Meeting, the General Meeting is adjourned to the date, time and place that the President specifies. If the President does not specify one or more of those things, the meeting is adjourned to:

(a) if the date is not specified – the same day in the next week;
(b) if the time is not specified – the same time; and
(c) if the place is not specified – the same place.

26.4 If no quorum is present at the resumed meeting within 30 minutes after the starting time set for that meeting, the meeting is cancelled.

27. Auditor's right to attend meetings

27.1 The auditor (if any) is entitled to attend any General Meeting and to be heard by the Members

on any part of the business of the meeting that concerns the auditor in the capacity of auditor.

27.2 The Company must give the auditor (if any) any communications relating to the General Meeting that a Member of the Company is entitled to receive.

28. Using technology to hold meetings

28.1 The Company may hold a General Meeting at two or more venues using any technology that gives the Members, as a whole, a reasonable opportunity to participate, including to hear and be heard.

28.2 Anyone using this technology is taken to be present in person at the meeting.

29. President as Chairperson for General Meetings

29.1 The President is entitled to chair General Meetings.

29.2 The Members present and entitled to vote at a General Meeting may choose a Director or Member to be the chairperson for that meeting if:

(a) the President is not present within 30 minutes after the starting time set for the meeting; or

(b) the President is present but says they do not wish to act as chairperson of the meeting.

30. Role of the President

30.1 The President as chairperson is responsible for the conduct of the General Meeting, and for this purpose must give Members a reasonable opportunity to make comments and as questions (including to the auditor (if any)).

30.2 Should there be an equal number of votes cast on a resolution, the President may, in his or her sole discretion, exercise a casting vote.

31. Adjournment of meetings

31.1 If a quorum is present, a General Meeting must be adjourned if a majority of Members present direct the President to adjourn it.

31.2 Only unfinished business may be dealt with at a meeting resumed after an adjournment.

Members' resolutions and statements

32. Members' resolutions and statements

32.1 Members with at least 10% of the votes that may be cast on a resolution must give:

(a) written notice to the Company of a resolution they propose to move at a General Meeting (Members' resolution); and/or

(b) a written request to the Company that the Company give all of its Members a statement about a proposed resolution or any other matter that may properly be considered at a General Meeting (Members' statement).

32.2 A notice of a Members' resolution must set out the wording of the proposed resolution and be signed by the Members proposing the resolution.

32.3 A request to distribute a Members' statement must set out the statement to be distributed and be signed by the Members making the request.

32.4 Separate copies of a document setting out the notice or request may be signed by Members if the wording is the same in each copy.

32.5 If the Company has been given notice of a Members' resolution under clause 32.1(a), the resolution must be considered at the next General Meeting held more than two months after the notice is given.

32.6 This clause does not limit any other right that a Member has to propose a resolution at a General Meeting.

33. Company must give notice of proposed resolution or distribute statement

33.1 If the Company has been given a notice or request under clause 32:

(a) in time to send the notice of proposed Members' resolution or a copy of the Members' statement to Members with a notice of meeting, it must do so at the Company's cost; or

(b) too late to send the notice of proposed Members' resolution or a copy of the Members' statement to Members with a notice of meeting, then the Members who proposed the resolution or made the request must pay the expenses reasonably incurred by the Company in giving Members notice of the proposed Members' resolution or a copy of the Members' statement. However, at a General Meeting, the Members may pass a resolution that the Company will pay these expenses.

33.2 The Company does not need to send the notice of proposed Members' resolution or a copy of the Members' statement to Members if:

(a) it is more than 1000 words long;

(b) the Directors consider it may be defamatory;

(c) clause 33.1(b) applies, and the Members who proposed the resolution or made the request have not paid the Company enough money to cover the cost of sending the notice of the proposed Members' resolution or a copy of the Members' statement to Members; or

(d) in the case of a proposed Members' resolution, the resolution does not relate to a matter that may be properly considered at a General Meeting or is otherwise not a valid resolution able to be put to the Members.

34. Circular resolutions of Members

34.1 Subject to clause 34.3, the Directors may put a resolution to the Members to pass a resolution without a General Meeting being held (a circular resolution).

34.2 The Directors must notify the auditor (if any) as soon as possible that a circular resolution has or will be put to Members, and set out the wording of the resolution.

34.3 Circular resolutions cannot be used:

(a) for a resolution to remove an auditor, appoint a Director or remove a Director;

(b) for passing a Special Resolution; or

(c) where the Corporations Act or this constitution requires a meeting to be held.

34.4 A circular resolution is passed if all the Members entitled to vote on the resolution sign or agree to the circular resolution, in the manner set out in clause 34.5 or clause 34.6.

34.5 Members may sign:

(a) a single document setting out the circular resolution and containing a statement that they agree to the resolution; or

(b) separate copies of that document, as long as the wording is the same in each copy.

34.6 The Company may send a circular resolution by email to Members, and Members may agree by sending a reply email to that effect, including the text of the resolution in their reply.

Voting at General Meetings

35. How many votes a Member has

35.1 Each Eligible Voting Member has one vote.

36. Challenge to Member's right to vote

36.1 A Member or the President may only challenge a person's right to vote at a General Meeting at that meeting.

36.2 If a challenge is made under clause 36.1, the President must decide whether or not the person may vote. The President's decision is final.

37. How voting is carried out

37.1 Voting must be conducted and decided by:

(a) a show of hands;

(b) a vote in writing; or
(c) another method chosen by the President that is fair and reasonable in the circumstances.

37.2 Before a vote is taken, the President must state whether any proxy votes have been received and, if so, how the proxy votes will be cast.

37.3 On a show of hands, the President's decision is conclusive evidence of the result of the vote.

37.4 The President and the meeting minutes do not need to state the number or proportion of the votes recorded in favour or against on a show of hands.

38. When and how a vote in writing must be held

38.1 A vote in writing may be demanded on any resolution instead of or after a vote by a show of hands by:
(a) at least five Members present;
(b) Members present with at least 5% of the votes that may be passed on the resolution on the vote in writing (worked out as at the midnight before the vote in writing is demanded); or
(c) the President.

38.2 A vote in writing must be taken when and how the President directs, unless clause 38.3 applies.

38.3 A vote in writing must be held immediately if it is demanded under clause 38.1:
(a) for the election of a chair under clause 29.2; or
(b) to decide whether to adjourn the meeting.

38.4 A demand for a vote in writing may be withdrawn.

39. Appointment of proxy

39.1 A Member may appoint another Eligible Voting Member as a proxy to attend and vote at a General Meeting on their behalf.

39.2 A proxy appointed to attend and vote for a Member has the same rights as the Member to:
(a) speak at the meeting;
(b) vote in a vote in writing (but only to the extent allowed by the appointment); and
(c) join in to demand a vote in writing under clause 38.1.

39.3 An appointment of proxy (proxy form) must be signed by the Member appointing the proxy and must contain:
(a) the Member's name and address;
(b) the Company's name;
(c) the proxy's name or the name of the office held by the proxy; and
(d) the meeting(s) at which the appointment may be used.

39.4 A proxy appointment may be standing (ongoing).

39.5 Proxy forms must be received by the Company at the address stated in the notice under clause 39.3 (d) or at the Company's registered address at least 48 hours before a meeting.

39.6 A proxy does not have the authority to speak and vote for a Member at a meeting while the Member is at the meeting.

39.7 Unless the Company receives written notice before the start or resumption of a General Meeting at which a proxy votes, a vote cast by the proxy is valid even if, before the proxy votes, the appointing Member:
(a) Dies;
(b) is mentally incapacitated; or
revokes the proxy's appointment.

39.8 A proxy appointment may specify the way the proxy must vote on a particular resolution.

40. Voting by proxy

40.1 A proxy is not entitled to vote on a show of hands (but this does not prevent a Member appointed as a proxy from voting as a Member on a show of hands).

40.2 When a vote in writing is held, a proxy:

(a) does not need to vote, unless the proxy appointment specifies the way they must vote;

(b) if the way they must vote is specified on the proxy form, must vote that way; and

(c) if the proxy is also a Member or holds more than one proxy, may cast the votes held in different ways.

Directors

41. Number of Directors

41.1 The Company must have at least five, and no more than nine Directors.

42. Composition of the Board

42.1 The majority of Directors are to be Eligible Voting Members and must be either a Fellow of the RACP in Community Child Health (CCH) or a Paediatric Fellow with a specialist interest in NDB paediatrics who, by virtue of clinical expertise, cumulative experience and professional leadership, the Board considers would meet RACP criteria for recognition as a specialist in CCH.

42.2 At least one Director must be an Ordinary Member based in New Zealand.

42.3 At least one Director must be a Trainee Member.

42.4 The Board may, in its sole discretion, nominate a person who is not a Member of the Company (non-Member) for appointment as a Director, if, acting reasonably, the Board determines that the skills and expertise of the non-Member broaden the skills of the Board and are required by the Company.

43. Election and appointment of Directors

43.1 The initial Directors are the people who have agreed to act as Directors and who are named as proposed Directors in the application for registration of the Company.

43.2 Apart from the initial Directors and Directors appointed under clause 43.7, the Members may elect a Director by a resolution passed at a General Meeting.

43.3 At least 10 days before notice of a General Meeting is sent to Directors, the Secretary must send a notice to Members, calling for nominations for Directors to be appointed.

43.4 To be valid, nominations must:

(a) be in writing;

(b) be signed by the person nominating the nominee and the person seconding that nomination; and

(c) be signed by the nominee indicating their consent to nomination.

The person nominating the nominee and the person seconding the nomination must be Eligible Voting Members at the time nominations close.

43.5 A person is eligible for election as a Director of the Company if they:

(a) have applied for a director ID (via ABRS online www.abrs.gov.au);

(b) give the Company their signed consent to act as a Director of the Company; and

(c) are not ineligible to be a Director under the Corporations Act or the ACNC Act.

43.6 Each of the Directors must be appointed by a separate resolution, unless:

(a) the Members present have first passed a resolution that the appointments may be voted on together; and

(b) no votes were cast against that resolution.

43.7 The Directors may appoint a person as a Director to fill a casual vacancy or as an additional Director if that person:

(a) complies with clause 43.5;

(b) is a Member of the Company; and/or

(c) is a non-Member provided that the Board determines that the skills and expertise of the non-Member broaden the skills of the Board and are required by the Company.

43.8 If the number of Directors is reduced to fewer than three or is less than the number required for a

quorum, the continuing Directors may act for the purpose of increasing the number of Directors to three (or higher if required for a quorum) or calling a General Meeting, but for no other purpose.

44. Term of office

44.1 At each annual General Meeting, any Director appointed by the Directors under clause 43.7 must retire.

44.2 Other than a Director appointed under clause 43.7, a Director's term of office starts at the end of the annual General Meeting at which they are elected and ends at the end of the annual General Meeting at which they retire.

44.3 Each Director must retire at least once every three years and may only hold office as a Director for three consecutive terms.

44.4 A Director who retires under clause 44.1 or 44.3 may nominate for election or re-election, subject to clause 44.5.

44.5 A Director who has held office for a continuous period of nine years or more may only be re-appointed or re-elected by a Special Resolution.

45. When a Director stops being a Director

45.1 A Director stops being a Director if they:

(a) give written notice of resignation as a Director to the Company;
(b) die;
(c) are removed as a Director by a resolution of the Members;
(d) stop being a Member of the Company;
(e) Are absent for 3 consecutive Directors' meetings without an approved leave of absence from the Board (in which case the Director is not liable for decisions taken in their absence);
(f) become ineligible to be a Director of the Company under the Corporations Act or the ACNC Act; or
(g) in the opinion of the Board, are no longer acting in the best interests of the membership through non-compliance with either the intent of clause 50 or the Board Charter.

Powers of Directors

46. Powers of Directors

46.1 The Directors are responsible for managing and directing the activities of the Company to achieve the objects set out in clause 6.1.

46.2 The Directors may use all the powers of the Company except for powers that, under the Corporations Act or this constitution, may only be used by Members.

46.3 The Directors must decide on the responsible financial management of the Company including:

(a) any suitable written delegations of power under clause 47; and
(b) how money will be managed, such as how electronic transfers, negotiable instruments or cheques must be authorised and signed or otherwise approved.

46.4 The Directors cannot remove a Director or auditor. Directors and auditors may only be removed by a Members' resolution at a General Meeting.

47. Delegation of Director's powers

47.1 The Directors may delegate any of their powers and functions to a committee, a Director, an employee of the Company (such as an executive officer) or any other person, as they consider appropriate.

47.2 The delegation must be recorded in the Company's minute book.

48. Committees

48.1 Any Committee formed under clause 47 must conform with any regulations or conditions that

may be imposed on it by the Board.

48.2 Unless otherwise determined by the Board, the meetings and proceedings of a committee are governed by the provisions in this constitution regulating the meetings and proceedings of the Board.

48.3 The Directors may at any time by resolution revoke any delegation of power or disband any committee established under clause 47.1.

48.4 A resolution of a committee under clause 48 does not bind the Directors unless either:

(a) the decision is subsequently confirmed by the Board; or

(b) the resolution was passed in accordance with a prior resolution of the Board conferring authority on the committee to pass the resolution.

49. Payments to Directors

49.1 The Company must not pay fees to a Director for acting as a Director.

49.2 The Company may:

(a) pay a Director for work they do for the Company, other than as a Director, if the amount is no more than a reasonable fee for the work done; or

(b) reimburse a Director for expenses properly incurred by the Director in connection with the affairs of the Company.

49.3 Any payment made under clause 49.2 must be approved by the Directors.

49.4 The Company will pay premiums for insurance indemnifying Directors, as allowed for by law (including the Corporations Act) and this constitution.

Duties of Directors

50. Duties of Directors

50.1 The Directors must comply with their duties as Directors under legislation and common law (judge-made law), and with the duties described in governance standard 5 of the regulations made under the ACNC Act which are:

(a) to exercise their powers and discharge their duties with the degree of care and diligence that a reasonable individual would exercise if they were a Director of the Company;

(b) to act in good faith in the best interests of the Company and to further the objects of the Company set out in clause 6.1;

(c) not to misuse their position as a Director;

(d) not to misuse information they gain in their role as a Director;

(e) to disclose any perceived or actual material conflicts of interest in the manner set out in clause 51;

(f) to ensure that the financial affairs of the Company are managed responsibly; and

(g) not to allow the Company to operate while it is insolvent.

51. Conflicts of interest

51.1 A Director must disclose the nature and extent of any actual or perceived material conflict of interest in a matter that is being considered at a meeting of Directors (or that is proposed in a circular resolution):

(a) to the other Directors; or

(b) if all of the Directors have the same conflict of interest, to the Members at the next General Meeting, or at an earlier time if reasonable to do so.

51.2 The disclosure of a conflict of interest by a Director must be recorded in the minutes of the meeting.

51.3 Each Director who has a material personal interest in a matter that is being considered at a meeting of Directors (or that is proposed in a circular resolution) must not, except as provided under clauses 51.4:

(a) be present at the meeting while the matter is being discussed; or

(b) vote on the matter.

51.4 A Director may still be present and vote if:

(a) their interest arises because they are a Member of the Company, and the other Members have the same interest;

(b) their interest relates to an insurance contract that insures, or would insure, the Director against liabilities that the Director incurs as a Director of the Company (see clause 74);

(c) their interest relates to a payment by the Company under clause 73, or any contract relating to an indemnity that is allowed under the Corporations Act;

(d) the Australian Securities and Investments Commission (**ASIC**) makes an order allowing the Director to vote on the matter; or

(e) the Directors who do not have a material personal interest in the matter pass a resolution that:

(i) 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

(ii) says that those Directors are satisfied that the interest should not stop the Director from voting or being present.

Directors' meetings

52. When the Directors meet

52.1 The Directors may decide how often, where and when they meet.

53. Calling Directors' meetings

53.1 A Director may call a Directors' meeting by giving reasonable notice to all of the other Directors

53.2 A Director may give notice in writing or by any other means of communication that has previously been agreed to by all of the Directors.

54. President for Directors' meetings

54.1 The President is entitled to chair Directors' meetings.

54.2 The Directors at a Directors' meeting may choose a Director to be the President for that meeting if the President is:

(a) not present within 30 minutes after the starting time set for the meeting; or

(b) present but does not want to act as President of the meeting.

55. Quorum at Directors' meetings

55.1 Unless the Directors determine otherwise, the quorum for a Directors' meeting is a majority (more than 50%) of Directors (less any Directors on an approved leave of absence).

55.2 A quorum must be present for the whole Directors' meeting.

56. Using technology to hold Directors' meetings

56.1 The Directors may hold their meetings by using any technology (such as video or teleconferencing) that is agreed to by all of the Directors.

56.2 The Directors' agreement may be a standing (ongoing) one.

56.3 A Director may only withdraw their consent within a reasonable period before the meeting.

57. Passing Directors' resolutions

57.1 A Directors' resolution must be passed by a majority of the votes cast by Directors present and entitled to vote on the resolution.

58. Circular resolutions of Directors

58.1 The Directors may pass a circular resolution without a Directors' meeting being held.

58.2 A circular resolution is passed if all the Directors entitled to vote on the resolution sign or

otherwise agree to the resolution in the manner set out in clause 58.3 or clause 58.4.

58.3 Each Director may sign:

(a) a single document setting out the resolution and containing a statement that they agree to the resolution; or

(b) separate copies of that document, as long as the wording of the resolution is the same in each copy.

58.4 The Company may send a circular resolution by email to the Directors and the Directors may agree to the resolution by sending a reply email to that effect, including the text of the resolution in their reply.

58.5 A circular resolution is passed when the last Director signs or otherwise agrees to the resolution in the manner set out in clause 58.3 or clause 58.4.

59. Election and appointment of Key Officeholders

59.1 Persons to hold office of President and Vice President will be appointed from the pool of Directors by election of the Members at the annual General Meeting.

59.2 Nominations for these roles will occur before the annual General Meeting.

59.3 At least 10 days before notice of the annual General Meeting is sent to Members, the Secretary must send a notice to Members, calling for nominations for the roles of Officeholders to be appointed at the annual General Meeting.

59.4 In order to be valid, nominations must:

(a) be in writing;

(b) be signed by the person nominating the nominee and the person seconding that nomination;

(c) be signed by the nominee indicating their consent to nomination; and

(d) be in relation to a present Director or a person standing to be a Director at that annual General Meeting.

The person nominating the nominee and the nominee must be Eligible Voting Members.

59.5 Unless the Board resolves otherwise, the appointment of the roles of President and Vice President (and Treasurer if applicable) may be for the period and on the terms determined by the Board provided that:

(a) the term of appointment does not exceed a period of 3 years; and

(b) the persons do not hold the positions of President or Vice President for more than 2 consecutive terms.

60. President

60.1 The Members must appoint a Director to hold the office of President.

60.2 The President shall act as chairperson in respect of the Board and General Meetings (unless provided otherwise by the Board) and have such other duties as the Board may determine from time to time.

60.3 In the event of a casual vacancy in the position of President, the Vice-President shall hold that position for the remainder of the term of the previous President unless otherwise agreed by the Board.

61. Vice President

61.1 The Members must appoint a Director to hold the position of Vice President.

61.2 The Vice-President shall be responsible for:

(a) performing the duties required to be performed pursuant to the provisions of clause 60.3 in the event of a casual vacancy in the position of President; and

(b) performing such other duties as determined by the Board from time to time.

61.3 In the event of a casual vacancy in the position of Vice-President, the Board may elect one of their Members to hold that position for the remainder of the term of the previous Vice- President.

61.4 In the event of the temporary absence or casual vacancy in the position of the President, the Vice-

President shall act as chairperson of the Board and of General Meetings, unless otherwise determined by the Board.

61.5 In the event of the temporary absence or casual vacancy in the position of the Vice-President in the circumstances referred to in 61.2 above, another Director appointed by the Board shall act as President until otherwise decided by the Board.

62. Treasurer

62.1 The Board may appoint a Director to be the Treasurer.

62.2 If appointed, the Treasurer shall be responsible for maintaining the Company's financial records in accordance with clause 66.

62.3 In the event there is no Treasurer appointed, a Director must sit on the Finance and Risk Committee and the Executive Officer shall be responsible for maintaining the Company's financial records in accordance with clause 66.

63. Secretary

63.1 The Company must have at least one secretary, who may also be a Director or a Non-Member.

63.2 A secretary must be appointed by the Directors (after giving the Company his or her signed consent to act as secretary of the Company) and may be removed by the Directors. The Directors must decide the terms and conditions under which the Secretary is appointed, including any remuneration.

63.3 The role of the Secretary includes:

(a) maintaining the minutes and other records of General Meetings (including notices of meetings) and Directors' meetings and circular resolutions;

(b) maintaining a register of the Company's Members;

(c) collecting periodic membership payments; and

(d) communicating with Members regarding their Membership.

64. Other Officeholder roles

64.1 The Board may create additional Officeholder positions on such terms and with such responsibilities as they may decide from time to time.

Minutes and records

65. Minutes and records

65.1 The Company must, within one month, make and keep the following records:

(a) minutes of proceedings and resolutions of General Meetings;

(b) minutes of circular resolutions of Members;

(c) a copy of a notice of each General Meeting; and

(d) a copy of a Members' statement distributed to Members under clause 33.

65.2 The Company must, within one month, make and keep the following records:

(a) minutes of proceedings and resolutions of Directors' meetings (including meetings of any committees); and

(b) minutes of circular resolutions of Directors.

65.3 To allow Members to inspect the Company's records:

(a) the Company must give a Member access to the records set out in clause 66.1; and

(b) the Directors may authorise a Member to inspect other records of the Company, including records referred to in clause 66.2 and clause 67.1.

65.4 The Directors must ensure that minutes of a General Meeting or a Directors' meeting are signed within a reasonable time after the meeting by:

(a) the President of the meeting; or
(b) the President of the next meeting.

65.5 The Directors must ensure that minutes of the passing of a circular resolution (of Members or Directors) are signed by a Director within a reasonable time after the resolution is passed.

66. Financial and related records

66.1 The Company must make and keep written financial records that:
(a) correctly record and explain its transactions and financial position and performance; and
(b) enable true and fair financial statements to be prepared and to be audited.

66.2 The Company must also keep written records that correctly record its operations.

66.3 The Company must retain its records for at least 7 years.

66.4 The Directors must take reasonable steps to ensure that the Company's records are kept safe.

By-laws

67. By-laws

67.1 The Directors may pass a resolution to make by-laws to give effect to this constitution.

67.2 Members and Directors must comply with by-laws as if they were part of this constitution.

Notice

68. What is notice

68.1 Anything written to or from the Company under any clause in this constitution is written notice and is subject to clauses 69 to 71, unless specified otherwise.

68.2 Clauses 69 to 71 do not apply to a notice of proxy under clause 39.5.

69. Notice to the Company

69.1 Written notice or any communication under this constitution may be given to the Company, the Directors or the Secretary by:
(a) delivering it to the Company's registered office;
(b) posting it to the Company's registered office or to another address chosen by the Company for notice to be provided; or
(c) sending it to an email address or other electronic address notified by the Company to the Members as the Company's email address or other electronic address.

70. Notice to Members

70.1 Written notice or any communication under this constitution may be given to a Member:
(a) in person;
(b) by posting it to, or leaving it at the address of the Member in the register of Members or an alternative address (if any) nominated by the Member for service of notices;
(c) sending it to the email or other electronic address nominated by the Member as an alternative address for service of notices (if any);
(d) sending it to the fax number nominated by the Member as an alternative address for service of notices (if any); or
(e) if agreed to by the Member, by notifying the Member at an email or other electronic address nominated by the Member, that the notice is available at a specified place or address (including an electronic address).

70.2 If the Company does not have an address for the Member, the Company is not required to give notice in person.

71. When notice is taken to be given

71.1 A notice:

(a) Delivered in person, or left at recipient's address, is taken to be given on the day it is delivered;

(b) Sent by post, is taken to be given on the third day after it is posted with correct payment of postage costs;

(c) Sent by email, fax or other electronic method, is taken to be given on the business day after it is sent; and

(d) given under clause 70.1(e) is taken to be given on the business day after the notification that the notice is available is sent.

Financial year

72. Company's financial year

72.1 The Company's financial year is from 1 July to 30 June, unless the Directors pass a resolution to change the financial year.

Indemnity, insurance and access

73. Indemnity

73.1 The Company indemnifies each officer of the Company out of the assets of the Company, to the relevant extent, against all losses and liabilities (including costs, expenses and charges) incurred by that person as an officer of the Company.

73.2 In this clause, 'officer' means a Director or Secretary and includes a Director or Secretary after they have ceased to hold that office.

73.3 In this clause, 'to the relevant extent' means:

(a) to the extent that the Company is not precluded by law (including the Corporations Act) from doing so; and

(b) for the amount that the officer is not otherwise entitled to be indemnified and is not actually indemnified by another person (including an insurer under an insurance policy).

73.4 The indemnity is a continuing obligation and is enforceable by an officer even though that person is no longer an officer of the Company.

74. Insurance

74.1 To the extent permitted by law (including the Corporations Act), and if the Directors consider it appropriate, the Company may pay or agree to pay a premium for a contract insuring a person who is or has been an officer of the Company against any liability incurred by the person as an officer of the Company.

75. Director's access to documents

75.1 A Director has a right of access to the financial records of the Company at all reasonable times.

75.2 If the Directors agree, the Company must give a Director or former Director access to:

(a) certain documents, including documents provided for, or available to the Directors; and

(b) any other documents referred to in those documents.

Winding up

76. Surplus assets not to be distributed to Members

76.1 If the Company is wound up, any Surplus Assets must not be distributed to a Member or former Member of the Company.

77. Distribution of Surplus Assets

77.1 Subject to the Corporations Act and any other applicable Act, and any court order, any Surplus Assets (including 'gift funds' defined in clause 77.4) that remain after the Company is

wound up must be distributed to one or more charities:

(a) with charitable purpose(s) similar to, or inclusive of, the purpose(s) in clause 6;

(b) which also prohibit the distribution of any Surplus Assets to its Members to at least the same extent as the Company; and

(c) that is or are deductible gift recipients or operate similar deductible gift recipient funds within the meaning of the Tax Act.

77.2 The decision as to the charity or charities to be given the Surplus Assets must be made by a Special Resolution of Members at or before the time of winding up. If the Members do not make this decision, the Company may apply to the Supreme Court to make this decision.

77.3 If the Company's deductible gift recipient endorsement is revoked (whether or not the Company is to be wound up), any surplus gift funds must be transferred to one or more charities that meet the requirements of 77.1(a), (b) and (c), as decided by the Directors.

77.4 For the purpose of this clause:

(a) 'gift funds' means:

i. gifts of money or property for the principal purpose of the Company;

ii. contributions made in relation to a fund-raising event held for the principal purpose of the Company as set out in clause 6; or

iii. money received by the Company because of such gifts and contributions.

(b) 'contributions' and 'fund-raising event' have the same meaning as Division 30 of the Tax Act.

Definitions and interpretation

78. Definitions

In this constitution:

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

ACNC Act means the *Australian Charities and Not-for-profits Commission Act 2012* (Cth).

Annual Membership Fee means the annual Membership fee payable by Members as determined by the Board from time to time.

Board means the Directors acting as the board of the Company.

Company means the Neurodevelopmental and Behavioural Paediatric Society of Australasia referred to in clause 1**.**

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

Director means a person who is occupying the position of a Director of the Company.

Eligible Voting Member means a member who is either an Ordinary Member, Life Member or Retired Member.

General Meeting means a meeting of Members and includes the annual General Meeting, under clause 24.1.

Member means any person who has been admitted as a Member of the Company pursuant to clause 11 of this Constitution.

Member Present means, in connection with a General Meeting, a Member Present in person or by proxy at the venue or venues for the meeting.

Officeholder means those who hold a named office in the company and who are responsible for overseeing the affairs of the Company, including but not limited to the President, Vice President, Treasurer, Secretary and Executive Officer.

President means:

(a) in respect of General Meetings, the person duly appointed as the chairperson of that meeting in accordance with clause 29; and

(b) in respect of the Board, means the person duly appointed as the chairperson of the Board in accordance with clause 54.

Public Fund *means* a fund which is eligible to receive tax deductible donations as a health promotion charity under subdivision 30-B of the Tax Act and includes all income and accumulations of income.

Registered Charity means a charity that is registered under the ACNC Act.

Responsible Persons refers to persons with a degree of responsibility to the community and responsible for administering public funds in accordance with Taxation Ruling 95/27.

Special Resolution means a resolution:

(a) of which notice has been given under clause 25.5 (c); and

(b) that has been passed by at least 75% of the votes cast by Members Present and entitled to vote on the resolution.

Surplus Assets means any assets of the Company that remain after paying all debts and other liabilities of the Company, including the costs of winding up.

Tax Act means the Income Tax Assessment Act 1997 (Cth).

79. Reading this constitution with the Corporations Act

79.1 The replaceable rules set out in the Corporations Act do not apply to the Company.

79.2 While the Company is a Registered Charity, the ACNC Act and the Corporations Act override any clauses in this constitution which are inconsistent with those Acts.

79.3 If the Company is not a Registered Charity (even if it remains a charity), the Corporations Act overrides any clause in this constitution which is inconsistent with that Act.

79.4 A word or expression that is defined in the Corporations Act, or used in that Act and covering the same subject, has the same meaning as in this constitution.

80. Interpretation

80.1 In this constitution:

(a) The words 'including', 'for example', or similar expressions mean that there may be more inclusions or examples than those mentioned after that expression, and

(b) Reference to and Act includes every amendment, re-enactment, or replacement of that Act and any subordinate legislation made under that Act (such as regulations).