

CONSTITUTION  
OF  
WILDLIFE HEALTH AUSTRALIA LIMITED

Australian Company Number (ACN) 603 145 615  
Australian Business Number (ABN) 12941442926

A Public Company Limited by Guarantee

27th November 2024

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## 1 Definitions and interpretation

### 1.1 Definitions

In this Constitution, unless a contrary intention appears:

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

**Alternate Director** means an individual appointed as an alternate director under clause 21.1.

**Annual General Meeting** has the same meaning as the term 'AGM' in the Corporations Act.

**Appointed Director** has the meaning set out in clause 10.1(f).

**ASIC** means the Australian Securities and Investments Commission.

**Body politic** means the Crown in right of the Commonwealth or a State or a Territory of Australia and includes government departments who have authority to contract under the name of the Australian Commonwealth or a State or a Territory of Australia.

**Company** means Wildlife Health Australia Limited being an Australian public company limited by guarantee established under the Corporations Act which bears the ACN 603 145 615.

**Constitution** means this constitution as amended from time to time.

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

**Director** means an individual holding office as director of the Company.

**Director Identification Number** has the same meaning it has in the Corporations Act.<sup>1</sup>

**Directors** means some or all of the Directors acting as a board.

**Elected Directors** means the Organisational Elected Directors, the Individual Elected Directors and the Funding Elected Directors.

**Financial Year** means the period of 12 months beginning on 1 July and ending on 30 June in each year or such other period as decided by the directors.

**Funding Elected Director** has the meaning set out in clause 10.1(e).

**Funding Member** means a Member in the class of membership referred to in clause 6.3(a) and entered on the Register of the Company in that class of membership.

**General Meeting** means a meeting of the Members of the Company and includes an Annual General Meeting.

**Gift Fund** means a management account of the Company that is established in accordance with clause 4.3.

**Individual Elected Director** has the meaning set out in clause 10.1(d).

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<sup>1</sup> At the time of registration of this Company, section 9 provides that a Director Identification Number means a director identification number given under:

- (a) section 1272; or
- (b) section 308-5 of the *Corporations (Aboriginal and Torres Strait Islander) Act 2006* (Cth).

**Individual Member** means a Member in the class of membership referred to in clause 6.3(c) and entered on the Register of the Company in that class of membership.

**Initial Member** a person who is a Member of the Company on the date of its registration, with the class of membership as entered on the Register on, or shortly after, the date of registration of the Company.

**Insolvency Event** occurs where:

- (a) an order is made or a resolution is passed by creditors for the winding up, dissolution or external administration of the Member;
- (b) the Member enters into any arrangement, compromise or composition with or assignment for the benefit of its creditors or any class of them; or
- (c) a controller, receiver, receiver and manager, official manager or other external administrator is appointed to the Member.

**Legal Capacity** means, in relation to an individual, that the individual is at least 18 years of age, and that:

- (a) in the Directors' reasonable assessment, the individual is capable of understanding the nature and effect of their participation in the Company's affairs without the need of special assistance or explanation; or
- (d) in the Directors' reasonable assessment, the individual is able to receive and understand communications and express their will in relation to the Company's affairs; or
- (e) their person or estate is not liable to be dealt with under the laws relating to mental health:
  - (i) on a permanent or ongoing basis,
  - (ii) in an involuntary manner, or
  - (iii) on a court ordered basis.

**Member** means a person entered on the Register of the Company as a member.

**Object** means the object of the Company as set out in clause 2.

**Organisational Elected Director** has the meaning set out in clause 10.1(c).

**Organisational Member** means a Member in the class of membership referred to in clause 6.3(b) and entered on the Register of the Company in that class of membership.

**Register** means the register of members under the Corporations Act and if appropriate includes a branch register.

**Registered Office** means the registered office for the time being of the Company.

**Representative** means an individual appointed to represent a corporate Member at a General Meeting in accordance with the Corporations Act and clause 6.10.

**Rule** means a rule made by the Directors in accordance with clause 15.

**Schedule** means a Schedule to this Constitution.

**Secretary** means an individual appointed as a secretary of the Company (Company Secretary) in accordance with clause 16.2.

**Special Resolution** has the same meaning it has in the Corporations Act.<sup>2</sup>

**Substantial Funding** means either:

- (a) \$100,000 (excluding GST) or more in committed or expended funding to the Company in the current Financial Year of the Company as varied by the Directors by resolution or Rule from time to time; or
- (b) \$300,000 (excluding GST) or more in committed or expended funding to the Company over the last three Financial Years of the Company as varied by the Directors by resolution or Rule from time to time and notified in writing to each Funding Member.

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

**Virtual Meeting Technology** has the same meaning it has in the Corporations Act.<sup>3</sup>

## 1.2 Interpretation

In this Constitution, unless a contrary intention appears:

- (a) words importing any gender include all other genders;
- (b) the singular includes the plural and vice versa;
- (c) a reference to a clause is a reference to a clause in this Constitution unless otherwise stated;
- (d) a reference to a law includes regulations and instruments made under the law;
- (e) a reference to a law or a provision of a law includes amendments, re-enactments or replacements of that law or the provision, whether by a state, a territory, the Commonwealth of Australia or otherwise;
- (f) a reference to a meeting includes a meeting by technology provided the technology gives the persons entitled to attend the meeting, as a whole, reasonable opportunity to participate without being physically present in the same place, and includes a General Meeting:
  - (i) at one or more physical venues;
  - (ii) at one or more physical venues and using Virtual Meeting Technology; or
  - (iii) using Virtual Meeting Technology only;
- (g) a reference to a person being present in person includes an individual participating in a meeting as described in clause 1.2(f);
- (h) a reference to a person being present includes an individual participating in a meeting in person or through a proxy, attorney or Representative;

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<sup>2</sup> At the time of registration of this Company, section 9 provides that a Special Resolution is a resolution:

- (a) of which notice has been given to the Members in accordance with clause 8.3; and
- (b) that has been passed by at least 75% of the votes cast by Members entitled to vote on the resolution.

<sup>3</sup> At the time of registration of this Company, section 9 provides that Virtual Meeting Technology means any technology that allows a person to participate in a meeting without being physically present at the meeting.

- (i) a reference to a “place” includes the place or location where a meeting may be held, is held or is taken to be held under the Corporations Act if Virtual Meeting Technology is used in holding the meeting;
- (j) a reference to a person includes a natural person, body politic, corporation or other body corporate;
- (k) “writing” and “written” includes printing, typing and other modes of reproducing words in a visible form including, without limitation, any representation of words in a physical document or in an electronic communication or form or otherwise; and
- (l) Australian dollars, dollars, A\$ or \$ is a reference to the lawful currency of Australia.

### **1.3 Signing and electronic communication**

Where, by a provision of this Constitution, a document including a notice is required to be signed or communicated, that requirement may be satisfied in any manner permitted by the applicable law of a state, a territory, or the Commonwealth of Australia relating to electronic signing and transmission of documents.

### **1.4 Corporations Act**

- (a) In this Constitution unless the contrary intention appears:
  - (i) expressions in this Constitution that deal with a matter dealt with by a particular provision of the Corporations Act have the same meaning as they have in the Corporations Act;
  - (ii) “section” means a section of the Corporations Act; and
  - (iii) while the Company is a registered charity under the ACNC Act:
    - (A) subject to clause 1.4(a)(iii)(B), the provisions of the Corporations Act in Part 2G.2, with the exception of section 249X and Part 2G.3 apply as if section 111L(1) of the Corporations Act was not enacted; and
    - (B) if one of those provisions includes a reference to ASIC, including a reference to lodge any document with, or seek consent or approval from ASIC, that particular requirement does not apply to the Company.
- (b) The provisions of the Corporations Act that apply as replaceable rules are displaced by this Constitution and accordingly do not apply to the Company.

### **1.5 Headings**

Headings are inserted for convenience and are not to affect the interpretation of this Constitution.

## **2 Objects of the Company**

The principal objects of the Company are to pursue the charitable purpose of the protection and enhancement of the natural environment by any means including:

- (a) participating in research, investigating, monitoring, surveillance and recording of wildlife disease events in Australia to support:
  - (i) prevention of, preparedness for and response to wildlife diseases;
  - (ii) maintenance of national wildlife health information datasets;

- (iii) wildlife health intelligence and decision making in Australia;
  - (iv) Australia's understanding of potential international wildlife health risks to our animals and people;
  - (v) capacity building in wildlife health across Australia through communication, education and training;
  - (vi) a long-term sustainable wildlife health framework for Australia;
  - (vii) the advancement of the natural environment and the natural ecosystems across Australia; and
  - (viii) a national wildlife health network of technical expertise, extending across zoos, universities, private veterinary practices, wildlife carer groups, hunters and fishers, coordinated across federal and state government agencies and non-government organisations;
- (b) making research outcomes of the Company available to the public; and
  - (c) doing such other things as are incidental or conducive to the attainment of these Objects.

### **3 Powers**

The Company has the legal capacity and powers of an individual and also has all the powers of a body corporate under the Corporations Act.

## **4 Application of income for Objects only**

### **4.1 Application of income and property**

The income and the property of the Company, however derived:

- (a) must be applied solely towards the promotion of the Objects; and
- (b) may not be paid or transferred to the Members, in whole or in part, either directly or indirectly by way of dividend, bonus, benefit or otherwise.

### **4.2 Payment in good faith**

Clause 4.1 does not prevent payment, directly or indirectly, in good faith to a Member:

- (a) of reasonable remuneration for services to the Company in the ordinary course of business;
- (b) for goods supplied by the Member to the Company in the ordinary course of business;
- (c) of fair and reasonable interest on money borrowed by the Company in the ordinary course of business from the Member at a rate not exceeding that fixed for the purposes of this clause 4.2(c) by the Company in a General Meeting;
- (d) of reasonable rent or equivalent payment (including licence fees) for use of premises let by the Member to the Company; or
- (e) in furtherance of the Objects.

#### **4.3 Establishment of Gift Fund**

- (a) Without limiting clause 28, the Company must establish and maintain a Gift Fund:
  - (i) to identify and record gifts of money or property for the principal purpose of the Company;
  - (ii) to identify and record contributions of money or property as described in item 7 or item 8 of the table in section 30-15 of the Tax Act in relation to a fundraising event held for the principal purpose of the Company;
  - (iii) to identify and record money received by the Company because of such gifts or contributions; and
  - (iv) that does not identify and record any other money or property.
- (b) The Gift Fund forms part of the accounts of the Company.

### **5 Winding up**

#### **5.1 Guarantee by Members**

- (a) Each Member undertakes to contribute an amount not to exceed \$1 to the Company's property if the Company is wound up while they are a Member, or within 1 year after they cease to be a Member.
- (b) On winding up of the Company, this contribution is for:
  - (i) payment of the Company's debts and liabilities;
  - (ii) the costs of winding up; and
  - (iii) adjustment of the rights of the contributories among themselves.

#### **5.2 Application of property**

- (a) Subject to clause 4.2(e), if any property remains on the winding up or dissolution of the Company after satisfaction of all its debts and liabilities, then, subject always to clause 5.3, that property may not be paid to or distributed among the Members but must be transferred to one or more funds or institutions:
  - (i) that have charitable purposes similar to, or inclusive of, the Objects; and
  - (ii) are not-for-profit entities whose governing documents prohibit the distribution of its income and property among its members (if it has members) to at least the same extent as imposed on the Company under this Constitution.
- (b) The funds or institutions will be determined by the Members at or before the time of dissolution.

#### **5.3 Application of property if deductible gift recipient**

Where the Company has been endorsed as a deductible gift recipient under Subdivision 30-BA of the Tax Act as an entity, and:

- (a) the Company is wound up; or
- (b) the endorsement under Subdivision 30-BA of the Tax Act is revoked;



then, after satisfaction of all debts and liabilities, any surplus assets of the Gift Fund must be transferred to one or more funds or institutions that comply with clause 5.2 and are each deductible gift recipients.

#### **5.4 Non-conduit policy**

Any allocation of funds or property to other persons or organisations must be made in accordance with the established purposes of the Company and not be influenced by the preference of the donor.

### **6 Membership**

#### **6.1 Number and composition of Members**

- (a) The minimum number of Members of the Company will be 50.
- (b) The Members are:
  - (i) the Initial Members; and
  - (ii) any person the Directors admit to membership under clause 6.2.

#### **6.2 Admission as a Member**

The Directors may admit any person as a Member if the person is eligible under clause 6.3 and makes an application in accordance with clause 6.5.

#### **6.3 Classes of Members**

The 3 classes of Members are:

- (a) Funding Members;
- (b) Organisational Members; and
- (c) Individual Members.

#### **6.4 Membership criteria**

- (a) To be eligible to be a Member, a person must:
  - (i) support the Objects of the Company;
  - (ii) in the case of a natural person, be an Australian resident or an Australian citizen;
  - (iii) consent in writing to become a Member; and
  - (iv) agree to be bound by this Constitution.
- (b) In addition to meeting the eligibility requirements in clause 6.4(a), to be eligible to be a Funding Member, a person must be providing Substantial Funding to the Company.
- (c) In addition to meeting the eligibility requirements in clause 6.4(a), to be eligible to be an Organisational Member, a person must:
  - (i) be a body corporate, a body politic, or an individual appointed by an unincorporated association, with an interest in wildlife health; and
  - (ii) agree to pay membership fees.

- (d) In addition to meeting the eligibility requirements in clause 6.4(a), to be eligible to be an Individual Member, a person must:
  - (i) be a natural person of at least 18 years of age with an interest in wildlife health; and
  - (ii) agree to pay membership fees.

#### **6.5 Membership process**

- (a) The application for membership must be:
  - (i) in such form and manner as the Directors may from time to time prescribe, signed by the applicant and returned to the Company as directed on the form; and
  - (ii) accompanied by the membership fee, if any, prescribed by the Directors.
- (b) Each application for membership must be considered by the Directors within a reasonable time after the application is made.
- (c) When an applicant has been accepted or rejected for membership the Secretary must notify the applicant of the decision of the Directors within a reasonable period.

#### **6.6 Directors' discretion to admit or refuse admission as a Member**

The Directors have the discretion to refuse any person admission as a Member without giving any reason for refusing.

#### **6.7 Registration as Member**

If the Directors accept an application for membership, as soon as practicable, the Directors must cause the name of the person to be entered in the Register.

#### **6.8 Membership terms**

- (a) Members are admitted for a membership term of 3 years ending on 30 June following the third anniversary of the registration of the Company. At the end of each membership term, each Member may reapply for membership. The renewal process must be made in accordance with the process prescribed by the Directors at the relevant time.
- (b) The membership term requirements in clause 6.8(a) do not apply to:
  - (i) a Member who is a Director; or
  - (ii) a Member who has been exempted from the application of clause 6.8(a) in accordance with a resolution of the Directors.

#### **6.9 Membership fees**

The Organisational Members and the Individual Members must pay such membership fees as prescribed from time to time by the Directors.

#### **6.10 Representative**

- (a) A Funding Member and Organisational Member must appoint an individual as its Representative. The appointment may be a standing one.

- (b) A Funding Member and Organisational Member may appoint more than one Representative but only one Representative:
  - (i) may exercise the body's powers as Member at any one time and only subject to notifying the Company Secretary in writing at least 48 hours prior to the General Meeting as to which Representative will be exercising the body's powers as Member; and
  - (ii) may be counted for the purposes of determining quorum at a General Meeting; and
  - (iii) may be appointed to be a Director (where this right applies to the membership class).
- (c) A Representative appointed under this clause may exercise, on the body corporate's behalf, any and all of the powers that the body could exercise as a Member, unless the appointment specifies otherwise.
- (d) The notice appointing the Representative is to be substantially in the form set out in Schedule 1 to this Constitution.

## **6.11 Register**

- (a) The Company must establish and maintain a Register of Members. The Register of Members must be kept by the Secretary and must contain:
  - (i) for each current Member:
    - (A) name;
    - (B) address;
    - (C) the name and address of the Member's Representative (if applicable);
    - (D) any alternative address nominated by the Member or Member's Representative for the service of notice;
    - (E) their class of membership; and
    - (F) date the Member and Representative was entered on to the Register.
  - (ii) for each person who stopped being a Member in the last 7 years:
    - (A) name;
    - (B) address;
    - (C) the name and address of the Member's Representative (if applicable);
    - (D) any alternative address nominated by the Member or Member's Representative for the service of notices;
    - (E) their class of membership on the date their membership ended; and
    - (F) date the membership started and ended.
- (b) The Company must provide access to the Register in accordance with the Corporations Act.

## **7 Ceasing to be a Member**

### **7.1 Cessation of membership**

- (a) A Member ceases to be a Member on:

- (i) in the case of Organisational Members and Individual Members, ceasing to meet the eligibility criteria in clause 6.4;
  - (ii) in the case of an individual, death or, in the case of a body corporate its ceasing to exist;
  - (iii) in the case of an individual appointed to be a Member by an unincorporated association, the passing of a resolution by the Directors that it considers, in its sole discretion, that that unincorporated association has ceased to have an interest in wildlife health, or where the unincorporated association has notified the Company that the appointment of the individual has been terminated;
  - (iv) resignation by written notice to the Company having immediate effect or with effect from a specified date in the notice;
  - (v) failing to pay any fee that may be prescribed by the Directors from time to time within 3 months after the fee was due and payable;
  - (vi) in the case of an individual, not having Legal Capacity;
  - (vii) in the case of a body corporate, immediately before the Member becoming subject to an Insolvency Event;
  - (viii) the passing of a resolution by the Directors or Members in General Meeting in accordance with clause 7.2;
  - (ix) the expiry of the 3 year term of membership, unless the Member had applied for and been readmitted as a Member for the following term as contemplated in clause 6.8(a); or
  - (x) that Member ceasing to be a Director.
- (b) If a Funding Member ceases to meet the eligibility criteria in clause 6.4, the Member will be transferred to the Organisational Member class.

## **7.2 Termination of membership**

- (a) Subject to this Constitution, the Directors or Members in General Meeting may at any time terminate the membership of a Member if the Member:
- (i) refuses or neglects to comply with this Constitution or any applicable Rules made by the Directors;
  - (ii) engages in conduct which in the opinion of the Directors is unbecoming of the Member or prejudicial to the interests of the Company; or
  - (iii) fails to pay any debt due to the Company within a period of 3 months after the date for payment (such debt not including a fee referred to in clause 7.1(a)(v));
- (b) For a decision of the Directors or the Members in General Meeting under clause 7.2(a) to be effective, the general nature of the allegations made against the Member must be notified to the Member in writing and the Member must be given a reasonable opportunity to respond.
- (c) If a dispute arises regarding the termination of a Member's membership under this clause 7.2, the dispute resolution procedure contained in clause 26 must be followed and, for the purposes of clause 26.1, written notification under clause 7.2(b) will be the notice of the dispute (as defined in clause 26.1).

### **7.3 Limited liability**

The Members have no liability as Members except as set out in clause 5.1.

## **8 General Meetings**

### **8.1 Annual General Meetings**

Annual General Meetings are to be held in accordance with the Corporations Act.

### **8.2 Convening a General Meeting**

The Directors may convene and arrange to hold a General Meeting when they think fit and must do so if required to do so under the Corporations Act.

### **8.3 Notice of a General Meeting**

- (a) Notice of a General Meeting must be given in accordance with the Corporations Act and served in accordance with clause 30.
- (b) A Director is entitled to receive notice of and to attend all General Meetings and is entitled to speak at those meetings.

### **8.4 Calculation of period of notice**

In computing the period of notice under clauses 8.3 and 8.6(c), both the day on which the notice is given or taken to be given and the day of the meeting convened by it are to be disregarded.

### **8.5 Cancellation or postponement of General Meeting**

- (a) Where a General Meeting is convened by the Directors they may by notice, whenever they think fit, cancel the meeting or postpone the holding of the meeting to a date and time determined by them.
- (b) This clause 8.5 does not apply to a meeting convened in accordance with the Corporations Act by Members, by the Directors on the request of Members or to a meeting convened by a Court.

### **8.6 Notice of cancellation or postponement of a meeting**

- (a) Notice of cancellation, postponement or change of place of a General Meeting must state the reason for cancellation or postponement and be given:
  - (i) to each Member individually; and
  - (ii) to each other person entitled to be given notice of a General Meeting under the Corporations Act.
- (b) A notice of postponement of a General Meeting must specify:
  - (i) the postponed date and time for the holding of the meeting;
  - (ii) a place for the holding of the meeting which may be either the same as or different from the place specified in the notice convening the meeting; and
  - (iii) if the meeting is to be held in 2 or more places, the technology that will be used to facilitate the holding of the meeting in that manner.

- (c) The number of days from the giving of a notice postponing the holding of a General Meeting to the date specified in that notice for the holding of the postponed meeting must not be less than the number of days' notice of the General Meeting required to be given under clause 8.3.

#### **8.7 Business at postponed meeting**

The only business that may be transacted at a General Meeting the holding of which is postponed is the business specified in the original notice convening the meeting.

#### **8.8 Proxy at postponed meeting**

Where by the terms of an instrument appointing a proxy:

- (a) the proxy is authorised to attend and vote at one or more General Meetings to be held on or before a specified date; and
- (b) the date for holding the meeting is postponed to a date later than the date specified in the instrument of proxy;

then, by operation of this clause 8.8, that later date is substituted for and applies to the exclusion of the date specified in the instrument of proxy, unless the Member appointing the proxy gives to the Company at its Registered Office, or at the place or electronic address specified in the notice of meeting or instrument of proxy, notice in writing to the contrary not less than 48 hours before the time to which the holding of the meeting has been postponed.

#### **8.9 Non-receipt of notice**

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

### **9 Proceedings at General Meetings**

#### **9.1 Number of a quorum**

- (a) At least 10 Members (including at least one Funding Member, if any), constitutes a quorum at a General Meeting.
- (b) In determining whether a quorum is present, where an individual is attending both as a Member and as a proxy, that individual is to be counted only once.

#### **9.2 Requirement for a quorum**

- (a) An item of business may not be transacted at a General Meeting unless a quorum is present when the meeting proceeds to consider it.
- (b) If a quorum is present at the time the first item of business is transacted, it is taken to be present when the meeting proceeds to consider each subsequent item of business unless the chairperson of the meeting (on the chairperson's own motion or at the request of a Member or proxy who is present) declares otherwise.

### **9.3 If quorum not present**

If within 30 minutes after the time appointed for a meeting a quorum is not present, the meeting:

- (a) if convened at the request of Members, is dissolved; and
- (b) in any other case, stands adjourned to the same day in the next week and the same time and place, or to such other day, time and place as the Directors appoint by notice to the Members and others entitled to notice of the meeting.

### **9.4 Adjourned meeting**

At a meeting adjourned under clause 9.3(b), 2 Members present at the meeting are a quorum. If a quorum is not present within 30 minutes after the time appointed for the adjourned meeting, the meeting is dissolved.

### **9.5 Appointment and powers of chairperson of General Meeting**

If the Directors have elected one of their number as chairperson of their meetings under clause 20.1, that person is also entitled to preside as chairperson at a General Meeting.

### **9.6 Absence of chairperson at General Meeting**

If a General Meeting is held and:

- (a) a chairperson has not been elected by the Directors; or
- (b) the elected chairperson is not present within 15 minutes after the time appointed for the holding of the meeting or is unable or unwilling to act,

then a Director or Member elected by the Members present in person is to preside as chairperson of the meeting.

### **9.7 Conduct of a General Meeting**

- (a) The chairperson of a General Meeting:
  - (i) has charge of the general conduct of the meeting and of the procedures to be adopted at the meeting;
  - (ii) may require the adoption of any procedure which is, in the chairperson's opinion, necessary or desirable for proper and orderly debate or discussion and the proper and orderly casting or recording of votes at the General Meeting; and
  - (iii) may, having regard where necessary to the Corporations Act, terminate discussion or debate on any matter whenever the chairperson considers it necessary or desirable for the proper conduct of the meeting.
- (b) A decision by the chairperson under this clause 9.7 is final.

### **9.8 Adjournment of a General Meeting**

- (a) The chairperson of a General Meeting may at any time during the meeting adjourn the meeting or any business, motion, question, resolution, debate or discussion being considered or remaining to be considered by the meeting either to a later

time at the same meeting or to an adjourned meeting at any time and any place, but:

- (i) in exercising the discretion to do so, the chairperson may, but need not, seek the approval of the Members present; and
  - (ii) only unfinished business is to be transacted at a meeting resumed after an adjournment.
- (b) Unless required by the chairperson, a vote may not be taken or demanded by the Members present in person or by proxy in respect of any adjournment.

#### **9.9 Notice of an adjourned General Meeting**

It is not necessary to give any notice of an adjournment or of the business to be transacted at any adjourned General Meeting unless it is adjourned for 1 month or more. In that case, notice of the adjourned meeting must be given as in the case of an original meeting.

#### **9.10 Questions decided by majority**

Subject to the requirements of the Corporations Act, a resolution at a General Meeting is taken to be carried if a simple majority of the votes cast on the resolution are in favour of it.

#### **9.11 Equality of votes – no casting vote for chairperson**

If there is an equality of votes, either on a show of hands or on a poll, then the chairperson of the meeting is not entitled to a casting vote in addition to any votes to which the chairperson is entitled as a Member or proxy or attorney or Representative, and consequently the resolution fails.

#### **9.12 Voting at a General Meeting**

- (a) At any General Meeting a resolution put to the vote of the meeting must be decided on:
- (i) a show of hands; or
  - (ii) where the meeting is being conducted by Virtual Meeting Technology, such other similar method as determined by the chairperson,
- unless a poll is properly demanded, and the demand is not withdrawn.
- (b) A declaration by the chairperson that a resolution has, on a show of hands, been carried or carried unanimously, or by a particular majority, or lost, is conclusive evidence of the fact.
- (c) Neither the chairperson nor the minutes need state and it is not necessary to prove the number or proportion of the votes recorded in favour of or against the resolution.

#### **9.13 Poll**

If a poll is demanded at a General Meeting:

- (a) it must be taken in the manner and at the date and time directed by the chairperson and the result of the poll is the resolution of the meeting at which the poll was demanded;
- (b) on the election of a chairperson or on a question of adjournment, it must be taken immediately;



- (c) the demand may be withdrawn; and
- (d) the demand 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.

#### **9.14 Votes of Members**

- (a) Every Member has one vote.
- (b) Subject to this Constitution,
  - (i) on a show of hands at a General Meeting, each Member present in person has one vote and does not have a vote in respect of each Member whose proxy they hold; and
  - (ii) on a poll at a General Meeting, each Member present in person has one vote and has one vote for each proxy they hold.

#### **9.15 Right to appoint proxy**

- (a) Subject to the Corporations Act, a Member entitled to attend a General Meeting is entitled to appoint another Member as proxy to attend in the Member's place at the meeting. A proxy has the same right as the Member to speak and vote at the meeting and may be appointed in respect of more than one meeting.
- (b) The instrument appointing a proxy must be in writing signed by the appointor or their attorney duly authorised in writing or, if the appointor is a corporation, either under seal or signed by an officer or attorney duly authorised.
- (c) The instrument appointing a proxy will be deemed to confer authority to demand or join in demanding a poll.
- (d) A Member is entitled to instruct their proxy to vote in favour of or against any proposed resolutions. The proxy may vote as they think fit unless otherwise instructed.
- (e) The instrument appointing a proxy may be in the form set out in Schedule 1 to this Constitution.
- (f) Except for the chairperson of the General Meeting, a person or a Member may only hold two proxies.
- (g) The instrument appointing a proxy (along with a certified copy of the power of attorney or other authority, if any, under which it is signed) must be received at:
  - (i) the Registered Office;
  - (ii) such other place within the state or territory in which the Company has its Registered Office, or to an email address, as is specified for that purpose in the notice convening the meeting; or
  - (iii) any other means provided by the Corporations Act, as is specified for that purpose in the notice convening the meeting,

not less than 48 hours before the time for holding the meeting or adjourned meeting or, in the case of a poll, not less than 24 hours before the time appointed for the taking of the poll. Documents received after this time will not be treated as valid.

- (h) The Company receives a document referred to in clause 9.15(f):

- (i) if the document is given by electronic means in accordance with the Corporations Act and as specified in the notice convening the meeting, when the document given by those means is received by the Company as prescribed by the regulations to the Corporations Act; and
- (ii) otherwise, when the document is received at:
  - (A) the Registered Office; or
  - (B) a place specified for the purpose in the notice of meeting.

#### **9.16 Validity of vote in certain circumstances**

Unless the Company has received written notice of the matter before the start or resumption of a General Meeting at which a person votes as a proxy, attorney or Representative, a vote cast by that person is valid even if, before the person votes:

- (a) the appointing Member dies;
- (b) the Member revokes the appointment or authority; or
- (c) the Member is mentally incapacitated.

#### **9.17 Objection to voting qualification**

- (a) An objection to the right of a person to attend or vote at a General Meeting or adjourned meeting:
  - (i) may not be raised except at that meeting or adjourned meeting; and
  - (ii) must be referred to the chairperson of that meeting, whose decision is final.
- (b) A vote not disallowed under the objection is valid for all purposes.

### **10 Directors**

#### **10.1 Composition and Election of Directors**

The board of Directors will comprise between 5 and 11 persons, and is comprised of:

- (a) the Representative of the department responsible for biosecurity of the Commonwealth of Australia;
- (b) the Representative of the Animal Health Committee which comprises primarily the chief veterinary officers of the Commonwealth of Australia, states and territories, and New Zealand;
- (c) 2 individuals elected by the Organisational Members from amongst the Representatives of the Organisational Members in accordance with clause 10.2 (**Organisational Elected Director**);
- (d) 1 individual elected by the Individual Members from amongst the Individual Members in accordance with clause 10.2 (**Individual Elected Director**);
- (e) 2 individuals elected by the Funding Members from amongst the Representatives of the Funding Members in accordance with clause 10.2 (**Funding Elected Director**); and

- (f) up to 4 individuals appointed by the Directors to bring on expertise, skills and experience as the Board regards as necessary or useful from time to time (**Appointed Directors**).

## **10.2 Directors elected at General Meeting**

The Members may, at a General Meeting at which:

- (i) an Elected Director retires or otherwise vacates office; or
- (ii) an Elected Director vacancy exists by operation of clauses 10.1(c), 10.1(d) and 10.1(e) or otherwise,

by resolution fill the vacated office by electing an individual to the office of Organisational Elected Director, Individual Elected Director or Funding Elected Director, respectively.

## **10.3 Nominations of Elected and Appointed Directors**

- (a) The Directors, or nominations committee established by the Directors under clause 25, may seek nominations for appointment as a Director in any manner they determine, and may make recommendations to the Directors that such nominations be approved or rejected.
- (b) In considering whether to recommend an individual to the Members for election, the Directors should have regard to relevant factors, including:
  - (i) the skills, expertise, experience and qualification of the individuals nominated and the need to include individuals with expertise and skills in relevant areas; and
  - (ii) and relevant factors set out in a Directors' skills matrix or other similar document prescribed by the Directors from time to time.

## **10.4 Qualification of Directors**

- (a) To be eligible for the office of Director an individual must:
  - (i) except in the case of an Appointed Director, be a Member or a Representative of a Member at the date of appointment and at all times during their term as Director;
  - (ii) have a Director Identification Number; and
  - (iii) subject to clause 10.4(b), consent in writing to act as a Director.
- (b) Where an individual is seeking election at a General Meeting for the first time, the signed consent must be lodged:
  - (i) at the Registered Office;
  - (ii) at such other place within the state or territory in which the Company has its Registered Office; or
  - (iii) to an email address, as is specified for that purpose in the nominations form determined by the Directors from time to time,
  - (iv) at least 28 days (or such other period as determined by the Directors) before the date fixed for the holding of the General Meeting.

## **10.5 Terms and retirement of a Director**

- (a) Subject to clause 10.5(b), an Elected Director and an Appointed Director is appointed for a term of 3 years.
- (b) Any Elected or Appointed Director who has held office for 3 years or more since last being elected, must retire from office but subject to clause 10.6 is eligible for reappointment. A retiring Elected or Appointed Director holds office until the conclusion of the meeting at which that Director retires.
- (c) The Members may by ordinary resolution increase or decrease the period of time for which a Director holds office under clause 10.5(a).
- (d) In addition to the right to remove Directors under section 203D of the Corporations Act, the Members may by ordinary resolution remove any Elected Director before the expiration of that Director's period of office, and may appoint another person in the place of that Director in accordance with clause 10.2.

## **10.6 Reappointment of a Director**

An Elected Director or Appointed Director is entitled to seek reappointment as a Director provided that a Director's period of continuous service to the Company and as a board member of the predecessor incorporated association to the Company does not exceed a period of 6 years, excluding any period of service under clause 10.7.

## **10.7 Retirement of Directors – transitional rule applying for second Annual General Meeting**

- (a) At the second Annual General Meetings from the date of registration of this Company, 1 Organisational Directors and 1 Funding Member Director must retire from office but are eligible for reappointment.
- (b) The Directors who must retire at each of these meetings under clause 10.7(a) will be decided by lot, unless they agree otherwise.
- (c) For the avoidance of doubt, this clause 10.7 ceases to have any application following the second Annual General Meeting from the date of registration of the Company.

## **10.8 Casual vacancy**

- (a) The Directors may at any time appoint any person meeting the requirements of clause 10.4(a) to be an Elected Director to fill a casual vacancy, provided the total number of Directors does not exceed the number in clause 10.1(c) for Organisational Elected Directors, clause 10.1(d) for Individual Elected Directors and clause 10.1(e) for Funding Elected Directors.
- (b) A Director appointed under clause 10.8(a) holds office until the conclusion of the next Annual General Meeting but is eligible for election at that meeting.

## **10.9 Appointment of officers**

The Directors are to appoint the other officers with such frequency as the Directors from time to time determine.

## **11 Remuneration of Directors**

The Directors must not be paid any remuneration for their services as Directors.

## **12 Expenses of Directors**

- (a) A Director is entitled to be reimbursed out of the funds of the Company for such reasonable travelling, accommodation and other expenses as the Director may incur when travelling to or from meetings of the Directors or a committee of Directors or when otherwise engaged on the business of the Company.
- (b) Any payment to a Director must be approved by the Directors.

## **13 Vacation of office of Director**

In addition to the circumstances in which the office of a Director becomes vacant under the Corporations Act, the office of a Director becomes vacant if the Director:

- (a) ceases to be eligible under clause 10.4;
- (b) resigns from the office by notice in writing to the Company having immediate effect or with effect from a specified date in the notice;
- (c) is not present at 3 successive meetings of the Directors without leave of absence from the Directors;
- (d) does not have Legal Capacity;
- (e) becomes insolvent or bankrupt, compounds with their creditors, or assigns their estate for the benefit of their creditors;
- (f) becomes prohibited, disqualified or removed from being a Director by reason of any order of any court of competent jurisdiction or regulator; or
- (g) dies.

## **14 Powers and duties of Directors**

### **14.1 Directors to manage the Company**

The Directors are to manage the business of the Company and may exercise all the powers of the Company that are not, by the Corporations Act or by this Constitution, required to be exercised by the Company in General Meeting.

### **14.2 Specific powers of Directors**

Without limiting the generality of clause 14.1, and subject to any trusts relating to the assets of the Company, the Directors may exercise all the powers of the Company to:

- (a) borrow or raise money;
- (b) charge any property or business of the Company; and
- (c) give any security for a debt, liability or obligation of the Company or of any other person.

### **14.3 Compliance with duties**

While the Company is a registered charity under the ACNC Act, each Director must comply with the duties described in governance standard 5 as set out in the regulations made under the ACNC Act and such other obligations as apply under the ACNC Act or the Corporations Act from time to time.

#### **14.4 Delegation**

- (a) The Directors may resolve to delegate any of their powers to:
  - (i) a committee in accordance with clause 25;
  - (ii) a Director;
  - (iii) an employee of the Company on terms and subject to any restrictions to be decided by the Directors; or
  - (iv) any other person on terms and subject to any restrictions to be decided by the Directors.
- (b) The power may be delegated for such time as determined by the Directors and the Directors may at any time revoke or vary the delegation.
- (c) The delegate must exercise the powers delegated in accordance with any directions of the Directors, and the exercise of the power by the delegate is as effective as if the Directors had exercised it.
- (d) The Directors may continue to exercise any power they have delegated.

#### **15 Rules**

Subject to this Constitution, the Directors may from time to time by resolution make and rescind or alter Rules which are binding on the Directors and Members for the management and conduct of the business of the Company.

#### **16 Chief Executive Officer, Secretary and Public Officer**

##### **16.1 Chief Executive Officer**

- (a) The Directors may appoint a Chief Executive Officer on such terms and conditions (including as to remuneration) as they think fit.
- (b) The Directors may delegate any of their powers to the Chief Executive Officer and the Chief Executive Officer must exercise those powers:
  - (i) in accordance with the terms and subject to any restrictions or the directions of the Directors; and
  - (ii) so as to be concurrent with, or to the exclusion of, the powers of the Directors,and may revoke the delegation at any time.
- (c) The Chief Executive Officer may be invited to attend all meetings of the Directors, but may not hold the office of a Director and is not entitled to vote.

##### **16.2 Secretary**

- (a) There must be at least one Secretary who is to be appointed by the Directors.
- (b) The Directors may suspend or remove a Secretary from that office.
- (c) A Secretary holds office on the terms and conditions (including as to remuneration) and with the powers, duties and authorities, as determined by the Directors. The exercise of those powers and authorities and the performance of those duties by a Secretary are subject at all times to the control of the Directors.

### **16.3 Public Officer**

The Directors must appoint a person as Public Officer of the Company in accordance with the *Income Tax Assessment Act 1936* (Cth).

### **17 Appointment of attorney**

- (a) By power of attorney, the Directors may appoint any person to be an attorney of the Company, with such powers, authorities and discretions of the Directors as the Directors think fit and for such purposes, period and conditions as determined by the Directors.
- (b) A power of attorney granted under clause 17(a) may contain any provisions for the protection and convenience of the attorney and persons dealing with the attorney that the Directors think fit and may also authorise the attorney to delegate (including by way of appointment of a substitute attorney) all or any of the powers, authorities and discretions of the attorney.

### **18 Conflicts of interest**

#### **18.1 Disclosure of conflict of interest**

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 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.

#### **18.2 Disclosure recorded in minutes**

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

#### **18.3 Material personal interest**

Each Director who has a material personal interest in a matter that is being considered at a meeting of the Directors (or that is proposed in a circular resolution) must not, except as provided under clause 18.4:

- (a) be present at the meeting while the matter is being discussed; or
- (b) vote on the matter.

#### **18.4 Present and voting**

A Director with a material personal interest in a matter 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 arises in relation to remuneration as a Director of the Company;
- (c) 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 31.2);

- (d) their interest relates to a payment by the Company under clause 31.1, or any contract relating to an indemnity that is allowed under the Corporations Act;
- (e) ASIC makes an order allowing the Director to vote on the matter; or
- (f) the Directors who do not have 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 related to the affairs of the Company; and
  - (ii) states that those Directors are satisfied that the interest should not stop the Director from voting or being present.

## **19 Proceedings of Directors**

### **19.1 Directors' meetings**

- (a) The Directors may meet together for conducting business, adjourn and otherwise regulate their meetings as they think fit.
- (b) A Director may at any time, and the Secretary must on the written request of a Director, convene a meeting of the Directors.

### **19.2 Questions decided by majority**

A question arising at a meeting of Directors is to be decided by a majority of votes of Directors present and entitled to vote, and that decision is for all purposes a decision of the Directors.

### **19.3 Alternate Director and voting**

- (a) A person who is present at a Directors' meeting as an Alternate Director:
  - (i) is entitled to participate and vote in the appointor's place if the appointor would have been entitled to vote and does not participate in that meeting; and
  - (ii) has one vote for each person for whom they have been appointed as Alternate Director.
- (b) If that person is also a Director, then that person also has one vote as a Director in that capacity.

## **20 Chairperson of Directors**

### **20.1 Election of chairperson**

The Directors may elect from their number a chairperson of their meetings and may also determine the period for which the person elected as chairperson is to hold office.

### **20.2 Absence of chairperson at Directors' meeting**

If a Directors' meeting is held and:

- (a) a chairperson has not been elected under clause 20.1; or
- (b) the chairperson is not present within 10 minutes after the time appointed for the holding of the meeting or is unable or unwilling to act;



the Directors present must elect one of their number to be a chairperson of the meeting.

### **20.3 No casting vote for chairperson at Directors' meetings**

In the event of an equality of votes cast for and against a resolution, the chairperson of the Directors' meeting does not have a second or casting vote, and consequently the resolution will not be passed.

## **21 Alternate Director**

### **21.1 Appointment**

- (a) Subject to the Corporations Act, a Director may appoint a person, with the approval of the Directors, to be an Alternate Director in the Director's place during such period as the Director thinks fit. The approval of the Alternate Director's appointment may be withdrawn by the Directors at any time.
- (b) Subject to the Corporations Act, an appointment of an Alternate Director must be effected by a notice in writing signed by the Director who makes or made the appointment, and delivered to the Company.

### **21.2 Notice**

An Alternate Director is entitled to notice of all meetings of the Directors.

### **21.3 Alternate Director's powers**

An Alternate Director may exercise all the powers of the appointor except the power to appoint an Alternate Director and, subject to the Corporations Act, may perform all the duties of the appointor except to the extent that the appointor has exercised or performed them.

### **21.4 Alternate Director responsible for own acts and defaults**

Whilst acting as a Director, an Alternate Director:

- (a) is an officer of the Company and not the agent of the appointor; and
- (b) is responsible to the exclusion of the appointor for the Alternate Director's own acts and defaults.

### **21.5 Alternate Director and remuneration**

An Alternate Director is not entitled to receive from the Company any remuneration or benefit of the Director in whose place the Alternate Director is standing, but may be reimbursed for expenses in accordance with clause 12.

### **21.6 Termination of appointment of Alternate Director**

The appointment of an Alternate Director may be terminated at any time by the appointor even if the period, if any, of the appointment of the Alternate Director has not expired, and terminates in any event if the appointor ceases to be a Director.

### **21.7 Termination in writing**

The termination of an appointment of an Alternate Director must be effected by a notice in writing signed by the Director who made the appointment and delivered to the Company.

## **21.8 Alternate Director and number of Directors**

An Alternate Director is not to be taken into account separately from the appointor in determining the number of Directors.

## **22 Quorum for Directors' meeting**

- (a) At a meeting of Directors, the number of Directors whose presence in person is necessary to constitute a quorum is as determined by the Directors, and, unless so determined, is a majority of Directors holding office, or 3, whichever is the greater.
- (b) The Directors may act despite a vacancy in their number. If their number is reduced below the minimum fixed by clause 10.1, the Directors may, except in an emergency, act only for the purpose of filling vacancies to the extent necessary to bring their number up to that minimum or to convene a General Meeting.

## **23 Circular resolutions of Directors**

Directors may pass resolutions outside of a directors' meeting in any manner (including through the use of technology) provided:

- (a) all directors other than a director on an approved leave of absence are sent a copy of the resolutions and are given a reasonable time to respond considering the urgency and nature of the matters under consideration;
- (b) any such resolution is passed by at least 75% of all current directors entitled to do so (unless a higher threshold is required by law or this constitution); and
- (c) such manner complies with:
  - (i) the law; and
  - (ii) any policies and procedures relating to the passing of director resolutions as determined by the directors from time to time.

## **24 Validity of acts of Directors**

All acts done at a meeting of the Directors or of a committee of Directors, or by a person acting as a Director, are taken as valid as if the relevant person had been duly appointed or had duly continued in office and was qualified and entitled to vote, even if it is afterwards discovered that:

- (a) there was a defect in the appointment or continuance in office of a person as a Director or of the person so acting; or
- (b) a person acting as a Director was disqualified or was not entitled to vote.

## **25 Committees**

### **25.1 Delegation to committees**

- (a) The Directors may delegate any of their powers, to a committee consisting of one or more Directors and such other persons as they think fit and may revoke the delegation at any time.
- (b) A committee to which any powers have been delegated under clause 25.1(a) must exercise those powers:
  - (i) in accordance with the terms and subject to any restrictions and any directions of the Directors; and

- (ii) so as to be concurrent with, or to the exclusion of, the powers of the Directors,

and a power so exercised is taken to have been exercised by the Directors.

## **25.2 Meetings of committees**

A committee may meet and adjourn as it thinks proper.

## **25.3 Chairperson of a committee**

The members of a committee may elect one of their number as chairperson of their meetings. If a meeting of a committee is held and:

- (a) a chairperson has not been elected; or
- (b) the chairperson is not present within 10 minutes after the time appointed for the holding of the meeting or is unable or unwilling to act;

then the committee members involved may elect one of their number to be chairperson of the meeting.

## **25.4 Determination of questions**

- (a) Questions arising at a meeting of a committee are to be determined by a majority of votes of the members present and voting.
- (b) In the event of an equality of votes, the chairperson of the meeting does not have a casting vote.

## **26 Dispute resolution**

### **26.1 Handling a dispute**

Where there is a dispute, grievance or other disagreement between a Member and the Company, whether arising out of the application of this Constitution, the Rules or otherwise (**Dispute**), then either party must, prior to the commencement of any proceedings in a Court or Tribunal or before any authority or board, notify the other in writing of the nature of the Dispute, and the following must occur:

- (a) the Member and the Company must in the period of 14 days from the service of the notice of the Dispute (**Initial Period**) use their best endeavours to resolve the Dispute;
- (b) if the Company and the Member are unable to resolve the Dispute within the Initial Period, then the Dispute must be referred for mediation to a mediator agreed by the Member and the Company;
- (c) if the disputants are unable to agree on a mediator within 7 days of the expiration of the Initial Period, the Member or the Company may request the chairperson of Resolution Institute<sup>4</sup> to nominate a mediator to whom the Dispute will be referred;
- (d) the costs of the mediation must be shared equally between the Member and the Company; and

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<sup>4</sup> Resolution Institute is a not-for-profit organisation facilitating dispute resolution – further information can be found at [www.resolution.institute](http://www.resolution.institute).

- (e) where:
- (i) the party receiving the notice of the Dispute fails to attend the mediation required by clause 26.1(b);
  - (ii) the mediation has not occurred within 6 weeks of the date of the notice of the Dispute; or
  - (iii) the mediation fails to resolve the Dispute;
- then the party serving the notice of Dispute will be entitled to commence any proceedings in a Court or Tribunal or before any authority or board in respect of the Dispute.

## **26.2 Urgent interlocutory relief**

The procedure in clause 26.1 will not apply in respect of proceedings for urgent interlocutory relief.

## **27 Execution of documents**

Documents executed for and on behalf of the Company must be executed by:

- (a) 2 Directors;
- (b) a Director and the Secretary; or
- (c) such other persons as the Directors by resolution appoint from time to time.

## **28 Accounts**

- (a) The Directors must cause proper financial records to be kept and, if required by a law, regulation or guideline applicable to the Company or otherwise considered by the Directors to be appropriate, cause the accounts of the Company to be audited or reviewed accordingly.
- (b) The Directors must distribute to the Members copies of the annual financial reports of the Company accompanied by a copy of the report of the auditor or reviewer (as required) and report of Directors in accordance with the requirements of a relevant law, regulation or guideline.

## **29 Inspection of records**

### **29.1 Inspection by Members**

Subject to the Corporations Act, the Directors may determine whether and to what extent, and at what times and places and under what conditions, the accounting records and other documents of the Company or any of them will be open to inspection by the Members (other than Directors).

### **29.2 Right of a Member to inspect**

A Member (other than a Director) does not have the right to inspect any document of the Company except as provided by law or authorised by the Directors or by the Company in General Meeting.

## **30 Service of documents**

### **30.1 Document includes notice**

In this clause 30, a reference to a document includes a notice.

### **30.2 Methods of service**

- (a) The Company may give a document to a Member or Director:
  - (i) personally;
  - (ii) by sending it by post to the address for the Member or Director in the Register or an alternative address nominated by the Member or Director;
  - (iii) by sending it to an electronic address nominated by the Member or Director; or
  - (iv) by any other method of service provided by the Corporations Act.
- (b) A Member or Director may give a document to the Company:
  - (i) by serving it on the Company at the Registered Office;
  - (ii) by sending it by post to the Registered Address; or
  - (iii) by sending it to the electronic address nominated by the Company.
- (c) Except in relation to service of a document referred to in clause 9.15(f), a document is taken to be given:
  - (i) if it is sent by post, on the 3<sup>rd</sup> business day after the date of its posting;
  - (ii) if it is sent by electronic transmission:
    - (A) by properly addressing and transmitting the electronic transmission; and
    - (B) if the document is properly addressed and transmitted in accordance with clause 30.2(c)(ii)(A), on the day following its transmission; and
  - (iii) if it is given in any other way permitted under the Corporations Act, then when it is taken to have been given under the Corporations Act.

### **30.3 Evidence of service**

A certificate in writing signed by a Director or a Secretary stating that a document was sent to a Member or Director by post or electronic transmission on a particular date is prima facie evidence that the document was so sent on that date.

## **31 Indemnity and insurance**

### **31.1 Indemnity**

- (a) The Company must indemnify any current or former Director, Secretary or executive officer of the Company out of the property of the Company against:
  - (i) every liability incurred by the person in that capacity; and
  - (ii) 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;

except to the extent that:

- (iii) the Company is forbidden by law (including the Corporations Act) to indemnify the person against the liability or legal costs;
  - (iv) an indemnity by the Company of the person against the liability or legal costs would, if given, be made void by any law; or
  - (v) the person is entitled to be, and is actually, indemnified by another person (including an insurer under any insurance policy).
- (b) The indemnity is a continuing obligation and is enforceable by a person even though they are no longer a Director, Secretary or executive officer of the Company.

### **31.2 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 executive officer of the Company against liability arising out of conduct by the person in that capacity (**Relevant Conduct**), including a liability for legal costs, unless:

- (a) the Company is forbidden by law to pay or agree to pay the premium in respect of the Relevant Conduct (whether or not the law applies in the particular case); or
- (b) the contract would, if the Company paid the premium, be made void by any law (including the Corporations Act).

### **31.3 Contract**

The Company may enter into an agreement with a person referred to in clauses 31.1 and 31.2 with respect to the matters covered by these clauses. An agreement entered into in accordance with this clause 31 may include provisions relating to rights of access to the books of the Company conferred by the Corporations Act or otherwise by law.

## **32 Amendment to Constitution**

- (a) Subject to clause 32(c), this Constitution may only be amended by Special Resolution.
- (b) While the Company is a registered charity under the ACNC Act, the Members must not pass a Special Resolution that amends this Constitution if passing it causes the Company to no longer be a charity.
- (c) Any modification of this Constitution takes effect on the date the Special Resolution is passed or any later date specified, or provided for, in the resolution.

**Schedule 1**

**Appointment of Proxy / Representative - (see clauses 6.10 and 9.15(e))**

**Wildlife Health Australia Limited  
ACN 603 145 615**

I/We, ..... (name)  
of ..... (address)  
being a member/members of the abovenamed Company hereby appoint  
..... (name)  
of ..... (address)  
or in their absence ..... (name)  
of ..... (address)  
as my/our [proxy / representative] to vote for me/us on my/our behalf at the meeting of the  
members of the Company to be held on the ..... day of ..... 20 ..... and at  
any adjournment of that meeting OR during the period [insert date] to [insert date] OR until this  
appointment is withdrawn (Strike out whichever is not desired).  
This form is to be used in favour of / against the resolution (Strike out whichever is not desired)  
**[INSERT DETAILS OF SPECIFIC RESOLUTIONS]**  
Signed by the member or authorised representative of the member:.....  
Name of member or authorised representative of the member: .....  
Dated: .....

This notice must be returned to Wildlife Health Australia Limited ACN 603 145 615 at:  
[ADDRESS/EMAIL ADDRESS]  
by [TIME] on [DATE]  
**[INSERT SPECIFIC DETAILS ENSURING THAT THE TIME IS 48 HOURS BEFORE THE TIME FOR THE MEETING]**