CONSTITUTION OF NATIONAL RURAL LAW AND JUSTICE ALLIANCE LIMITED

CORPORATIONS ACT

COMPANY LIMITED BY GUARANTEE
CONSTITUTION
of
NATIONAL RURAL LAW AND JUSTICE ALLIANCE LIMITED

1. NATURE OF COMPANY AND LIABILITY

1.1. Name
The name of the Company is National Rural Law and Justice Alliance Limited

1.2. Nature of the Company
The Company is a public company limited by guarantee.

1.3. Liability of Members
The liability of the Members is limited. Every Member undertakes to contribute $20.00 to the assets of the Company if it is wound up while that person is a Member, or within one year afterwards, for:

1.3.1. payment of the Company’s debts and liabilities contracted before they ceased to be a Member; and

1.3.2. costs and expenses of winding up.

2. PRINCIPAL PURPOSE, OBJECTS AND POWERS

2.1. The Principal Purpose for which NRLJA is formed is to relieve the disadvantage experienced by rural communities arising from their lack of access to justice through enhancing equity in the provision of legal system services, education and outcomes for all rural Australians.

2.2. The Objects of NRLJA are to achieve the Principal Purpose by, without limitation:

2.2.1. engaging with communities and organisations to achieve practical improvement in the law and justice outcomes for rural Australians;

2.2.2. strengthening the focus on rural law and justice issues by working with and supporting existing institutions;

2.2.3. advocating for equity of access to law and justice services for all rural Australians;

2.2.4. identifying issues adversely impacting on equity of access to law and justice system services for all rural Australians, proposing reforms and actions, and promoting action;

2.2.5. advising governments on the impact on rural Australians of laws, government policies and legal system services and programs, with particular concern for the unique needs and capacity of rural Australians;

2.2.6. initiating, encouraging, informing and promoting research on issues in rural law and justice;

2.2.7. initiating, encouraging, informing and supporting education that supports the purposes of NRLJA;
2.2.8. collaborating with other groups in Australia and internationally to improve rural and remote law and justice outcomes; and

2.2.9. disseminating information and knowledge concerning rural law and justice issues, including through conferences, journals or publications, reports and the media;

3. DEFINITIONS AND INTERPRETATION

3.1. In this Constitution:

3.1.1. **Advisory Committee** means an advisory committee established by the Board under clause 13.9.1;

3.1.2. **AGM** means the annual general meeting of NRLJA;

3.1.3. **Associated Party** means each of the following:

3.1.3.1. NRLJA;

3.1.3.2. any related body corporate of NRLJA; and

3.1.3.3. any other body corporate, trust or entity promoted by NRLJA or in which NRLJA has an interest of any kind;

3.1.4. the **Board** or the **Directors** means the directors of NRLJA for the time being assembled at a meeting of directors in accordance with this Constitution and not being less than a quorum and includes both Elected Directors and Independent Directors;

3.1.5. the **Chairperson** means the chairperson of the NRLJA as appointed pursuant to this Constitution;

3.1.6. the **Company** means NRLJA;

3.1.7. this **Constitution** means this Constitution as originally adopted or as from time to time duly added to or amended;

3.1.8. **Council** means the advisory body established under clause 14.1.1;

3.1.9. **Council Chair** means the chair of the Council as appointed pursuant to this Constitution;

3.1.10. the **Deputy Chairperson** means the deputy chairperson of the NRLJA as appointed pursuant to this Constitution;

3.1.11. the **Deputy Council Chair** means the deputy chair of the Council as appointed pursuant to this Constitution;

3.1.12. **Elected Directors** means the Directors elected by the Members in accordance with clause 10.2;

3.1.13. **Eligible Charity** means a fund, authority or institution:

3.1.13.1. which is charitable at law; and

3.1.13.2. gifts to which are deductible under Item 1 of the table in section 30-15 of ITAA 97;
3.1.14. **Independent Director** means those persons appointed to act as an independent director pursuant to clause # of this Constitution;

3.1.15. **Initial Directors** means the directors named in the application to incorporate the Company;

3.1.16. **ITAA 1997** means the Income Tax Assessment Act 1997;

3.1.17. the **Law** means the Corporations Act 2001 and any statutory modification or re-enactment thereof for the time being in force;

3.1.18. **Member** means any person admitted to membership of NRLJA in accordance with clause 4.6;

3.1.19. **Non-member Stakeholder** has the meaning given in clause 9;

3.1.20. **NRLJA** means National Rural Law and Justice Alliance Limited;

3.1.21. the **Objects** of NRLJA are set out in clause 2.2;

3.1.22. **Organisation** means a group of people constituted as a legal entity;

3.1.23. **Present** means in communication by telephone or other means of audio or audio-visual communication and being able to read the written contributions or hear the other participants;

3.1.24. **Principal Purpose** is set out in clause 2.1;

3.1.25. **Register** means the register of Members kept by NRLJA under the Law and in accordance with clause 4.7;

3.1.26. **Rural** means rural, remote or regional Australia;

3.1.27. the **seal** means the common seal of NRLJA;

3.1.28. **Secretary** means any person appointed to perform the duties of a secretary of NRLJA and includes an honorary secretary;

3.1.29. **State** means the State of Victoria;

3.1.30. **Termination Event** means the deregistration or other dissolution of that Member;

3.1.31. **Treasurer** means the person appointed to perform the duties of a treasurer pursuant to this Constitution.

3.2. **Interpretation**

In this constitution, unless the context otherwise requires:

3.2.1. A reference to any law or legislation or legislative provision includes any statutory modification, amendment or re-enactment, and any subordinate legislation or regulations issued under that legislation or legislative provision, in either case whether before, on or after the date of this constitution.

3.2.2. A reference to any agreement or document is to that agreement or document as amended, novated, supplemented or replaced from time to time.
3.2.3. A reference to a clause, part, schedule or attachment is a reference to a clause, part, schedule or attachment of or to this constitution.

3.2.4. Where a word or phrase is given a defined meaning another part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning.

3.2.5. A word which indicates the singular indicates the plural, a word which indicates the plural indicates the singular, and a reference to any gender indicates the other genders.

3.2.6. An expression importing a natural person includes any company, trust, partnership, joint venture, association, body corporate or public authority.

3.2.7. A reference to 'dollars' or '$' means Australian dollars.

3.2.8. References to the word 'include' or 'including' are to be interpreted without limitation.

3.2.9. A reference to a time of day means that time of day in the place where the Office is located.

3.2.10. A reference to a business day means a day other than a Saturday or Sunday on which banks are open for business generally in the place where the Office is located.

3.2.11. Where a period of time is specified and dates from a given day or the day of an act or event it must be calculated exclusive of that day.

3.2.12. A term of this constitution which has the effect of requiring anything to be done on or by a date which is not a business day must be interpreted as if it required it to be done on or by the next business day.

3.3. References to this Constitution
A reference to this Constitution, where amended, means this Constitution as so amended.

3.4. Replaceable rules
Each of the provisions of the Corporations Act which would but for this clause apply to the Company as a replaceable rule within the meaning of the Corporations Act are displaced and do not apply to the Company.

3.5. Application of Corporations Act
Unless the context otherwise requires,

3.5.1. an expression used but not defined in this Constitution has the same meaning given in the Law; and

3.5.2. where an expression referred to in clause 3.5.1 has more than one meaning in the Law and a provision of the Law deals with the same matter as the relevant clause of this Constitution, the expression has the same meaning as in that provision.

3.6. Enforcement
Each Member submits to the non-exclusive jurisdiction of the courts of Victoria, the Federal Court of Australia and the courts competent to determine appeals from those courts with respect to any proceedings that may be brought at any time relating to this Constitution.
4. **MEMBERSHIP**

4.1. **Eligibility for membership**
Membership of NRLJA will be open to Organisations which:

4.1.1. provide legal services to rural people, or support services for rural people interacting with the legal system; and/or

4.1.2. are actively involved in research or scholarship in matters associated with the Principal Purpose; and/or

4.1.3. represent rural people’s interests in relation to the legal systems or legal issues; and/or

4.1.4. are professional associations that support or advocate for people providing legal services or people engaged with law and justice issues in Rural areas.

4.2. **Membership not transferable**
A Member’s rights, privileges and benefits of membership are personal to the Member and membership of NRLJA is not transferable, other than by operation of law.

4.3. **Members’ obligations**
All Members must comply with the provisions of this Constitution.

4.4. **Member fees**

4.4.1. NRLJA may only impose an annual membership fee or application fee upon Members if the Members pass a special resolution to do so.

4.4.2. Any variation of the annual membership fee and/or application fee must also be made by special resolution of Members.

4.5. **Form of application**
An application for membership must be:

4.5.1. in such form as the Board determines from time to time;

4.5.2. signed by the applicant;

4.5.3. accompanied by such documents or evidence as to qualification for membership as the Board may determine from time to time; and

4.5.4. include the applicable annual membership fee and/or application fee (if any).

4.6. **Admission to Membership**

4.6.1. The Board must consider an application for membership as soon as practicable after its receipt and determine, in its absolute discretion, the admission or rejection of the applicant.

4.6.2. The Board does not have to give reasons for rejecting an application.

4.6.3. If an applicant is accepted as a Member, the Secretary must notify the applicant of admission and the name and details of the applicant must be entered in the Register.
4.6.4. Any acceptance of a Member under clause 4.6.3 must be ratified by the Company at the general meeting following such acceptance.

4.7. Register of Members

4.7.1. A register of the Members of NRLJA must be kept in accordance with the Law.

4.7.2. The following details must be entered in the Register in respect of each Member:

- 4.7.2.1. the full name of the Member;
- 4.7.2.2. the address of the Member; and
- 4.7.2.3. the date on which the entry of the Member's name in the Register is made.

4.7.3. The Register must also show the following information, which may be kept separately from the rest of the Register:

- 4.7.3.1. the name and details of each person who stopped being a Member within the last 7 years; and
- 4.7.3.2. the date on which each such person stopped being a Member.

4.7.4. NRLJA may also keep further registers recording other information about Members that is not required to be kept under the Law.

4.7.5. The following details may be entered in a register referred to in clause 4.7.4:

- 4.7.5.1. the telephone number, facsimile number and email address (as applicable) of the Member;
- 4.7.5.2. contact details for the representative appointed by the Member in accordance with clause 4.8; and
- 4.7.5.3. such other information as the Board may require.

4.7.6. Each Member must notify the Secretary in writing of any change in that person's name, address, telephone or facsimile number or email address within one month after the change.

4.8. Appointment of representative

Each Member must appoint a representative to attend meetings of the NRLJA and must notify the Secretary of the appointment.

5. REMOVAL AND CESSATION OF MEMBERSHIP

5.1. Resignation

5.1.1. A Member may resign from membership of NRLJA by giving written notice to the Secretary.
5.1.2. The resignation of a Member is deemed to take effect from the date of receipt of the notice of resignation or such later date as is provided in the notice.

5.2. **Other cessation of membership**
A Member ceases to be a Member immediately upon any Termination Event occurring in respect of the Member.

5.3. **Removal from Membership**

5.3.1. The Register of Members will be reviewed and ratified at each AGM.

5.3.2. A Member will be expelled from membership of NRLJA and their name erased from the register of Members if a majority of Members requests NRLJA in writing to do so or passes an ordinary resolution to do so at a general meeting or fails to ratify the Member's continuing inclusion on the Register.

5.3.3. If any Member willfully refuses or neglects to comply with the provisions of this Constitution of NRLJA, or is guilty of any conduct which in the opinion of the Board is unbecoming of a Member or prejudicial to the interest of NRLJA, the Board are empowered to expel the Member from NRLJA and erase their name from the Register of Members.

5.3.4. The Board must provide at least one week's written notice to any Member of any intention to remove that Member from the Register, so as to enable the Member to provide written representations to the Board.

6. **NO PROFITS FOR MEMBERS**

6.1. **Transfer of income or property**

6.1.1. Save as otherwise provided in this Constitution, NRLJA may not pay or transfer any income or property, directly or indirectly to any Member.

6.1.2. The Company must not pay a dividend to any Member.

6.2. **Payments, services and information**

6.2.1. Subject always to clause 18, nothing in this clause 6 prevents NRLJA making a payment where that payment is made in good faith of any of the following:

6.2.1.1. reasonable and proper remuneration to any Member in return for any services actually rendered to NRLJA or for goods supplied in the ordinary and usual course of business of NRLJA where the Board has appointed the Member to provide those goods or services;

6.2.1.2. interest on money borrowed from any Member at a rate not exceeding a rate approved by the Board on money borrowed by NRLJA;

6.2.1.3. reasonable and proper rent for premises leased or licensed by any Member to NRLJA;

6.2.1.4. reimbursement of out-of-pocket expenses reasonably and properly incurred by any Member on NRLJA's behalf where
the expense has been incurred with the prior approval of the Board and the amount does not exceed the amount previously approved;

6.2.1.5. an amount pursuant to clause 16 (Indemnity and insurance);
or

6.2.1.6. any other amount that has been approved by a prior resolution of the Board.

7. GENERAL MEETINGS

7.1. Convening of meetings by Directors
A majority of Directors may convene a general meeting.

7.2. Convening of meetings by Members
The Board must call and arrange to hold a general meeting if required to do so under the Corporations Act.

7.3. Convening of meeting by Council
The Board must call and arrange to hold a general meeting and, at that meeting, conduct a poll on a specified matter if more than 25% of the individuals constituting the Council call for it to do so.

7.4. Notice of general meeting

7.4.1. The Board may give notice of a general meeting by any form of communication permitted by the Law or this Constitution.

7.4.2. The notice of a general meeting must be given to all persons entitled to receive notice and must specify the place, the day and the hour of meeting and if the meeting is to be held in two or more places, the technology that will be used to facilitate the meeting, the general nature of the business to be transacted and any other matters as are required by the Law.

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

7.4.4. A Director is entitled to receive notice of and attend a general meeting.

7.4.5. A Member may waive notice of a general meeting by written notice to NRLJA.

7.4.6. A Member who has not duly received notice of a general meeting may, before or after the meeting, notify NRLJA of the Member's agreement to anything done.

7.4.7. A Member's representative's attendance at a meeting of Members waives any objection which that person may have had to a failure to give notice, or the giving of a defective notice, of the meeting, unless the Member at the beginning of the meeting objects to the holding of the meeting.

7.5. Cancellation of general meetings

7.5.1. The Board may cancel a general meeting, other than a general meeting which the Board is required to convene and hold under the Law.
7.5.2. The Board may cancel a general meeting if notice of the cancellation is given to all persons entitled to receive notice of the meeting at least two business days prior to the time of the meeting as specified in notice of meeting.

7.5.3. The Company may give notice of a cancellation or postponement or change of place of a general meeting as the Board resolves. Failure to give notice of a cancellation or postponement or change of place of a meeting of Members or the failure to receive any notice of the meeting does not invalidate the cancellation, postponement or change of place of a meeting or anything done (including the passing of a resolution) at a postponed meeting or the meeting at the new place.

7.5.4. 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 calling the meeting.

7.6. **Quorum at general meetings**

7.6.1. The Members at a general meeting may not transact any business except, subject to clause 7.8, the election of a chairperson unless a quorum of Members is present by representative or proxy at the time when the meeting proceeds to business.

7.6.2. Each Member present by representative or proxy may only be counted once towards the quorum. If a Member has appointed more than one proxy or representative, only one of them may be counted towards a quorum.

7.6.3. The chairperson of a general meeting may require a person acting as a proxy or a representative of a Member at that meeting to establish to the chairperson’s satisfaction that the person is the person who is duly appointed to act. If the person fails to satisfy this requirement, the chairperson may exclude the person from attending or voting at the meeting.

7.6.4. The quorum for a general meeting will be 10% but not less than nine Members entitled to vote by representative or proxy at the meeting at the time.

7.6.5. If a quorum is not present within half an hour from the time appointed for the meeting or a longer period allowed by the chairperson:

7.6.5.1. If the meeting was convened by or on the requisition of Members, it must be dissolved.

7.6.5.2. Otherwise, it must stand adjourned to the same day in the next week at the same time and place or to another day and at another time and place determined by the Board.

7.6.6. If a meeting has been adjourned to another time and place determined by the Board, not less than seven days' notice of the adjourned meeting must be given in the same manner as in the case of the original meeting.

7.7. **Quorum at adjourned general meetings**

The quorum for an adjourned meeting will be determined in accordance with clause 7.6.4.

7.8. **Appointment of Chairperson**
Every general meeting must be chaired by a chairperson. The chairperson will be
determined as follows:

7.8.1. if the Board has elected a Director as Chairperson, that person is entitled
to chair every general meeting;

7.8.2. the Directors present at a general meeting must elect one of their number
to chair that meeting if either of the following applies:

7.8.2.1. No Chairperson has been elected in accordance with clause
13.5.3; or

7.8.2.2. The Chairperson is not present within 15 minutes after the
time appointed for the holding of the meeting or is unwilling
to act; or

7.8.3. the Members present by representative or proxy at a general meeting
must elect one of the Members present by representative or proxy to chair
that meeting if either of the following applies:

7.8.3.1. There are no Directors present within 15 minutes after the
time appointed for the holding of the meeting; or

7.8.3.2. All Directors present decline to chair the meeting.

7.9. **Chairperson’s powers**

7.9.1. The Chairperson may temporarily vacate the chair at a general meeting
in favour of another person present at any time nominated by him or her
and for any reason they see fit, and must do so if the Members are voting
on the Chairperson's election or re-election as a Director.

7.9.2. The Chairperson may determine the procedures to be adopted for proper
and orderly discussion or debate at the meeting, and the casting or
recording of votes at the meeting.

7.9.3. The Chairperson may make rulings without putting the question (or any
question) to the vote if that action is required to ensure orderly conduct of
the meeting.

7.9.4. The Chairperson may, subject to the Law, at any time terminate
discussion or debate on any matter being considered at the meeting and
require that matter to be put to a vote.

7.9.5. The Chairperson may refuse to allow debate or discussion on any matter
which is not business referred to in the notice of that meeting or is not
business of the meeting permitted pursuant to the Law without being
referred to in the notice of meeting.

7.9.6. Subject to the terms of this Constitution regarding adjournment of
meetings, the Chairperson's ruling on all matters relating to the order of
business, procedure and conduct of the general meeting is final and no
motion of dissent from a ruling of the Chairperson may be accepted.

7.9.7. The Chairperson may, in his or her absolute discretion, refuse any person
admission to a general meeting, or expel the person from the general
meeting and not permit them to return, if the Chairperson reasonably
considers that the person’s conduct is inappropriate. Inappropriate
conduct in a general meeting includes:
7.9.7.1. The use of offensive or abusive language which is directed to any person, object or thing.

7.9.7.2. Attendance at the meeting while under the influence of any kind of drug, or using or consuming any drug at the meeting, including any alcoholic substance.

7.9.7.3. Possession of any article, including a recording device or other electronic device or a sign or banner, which the chairperson considers is dangerous, offensive or disruptive or likely to become so.

7.9.8. The Chairperson may delegate any power conferred by clauses 7.9.1 - 7.9.7 to any person.

7.9.9. Nothing contained in clauses 7.9.1 - 7.9.7 limits the powers conferred by law on the Chairperson.

7.10. Adjournment of meetings

7.10.1. The Chairperson may, with the consent of any meeting at which a quorum is present, and must if so directed by the meeting, adjourn the meeting or any business, motion, question or resolution being considered or remaining to be considered at the meeting or any discussion or debate, either to a later time at the same meeting or to an adjourned meeting to be held at the time and place determined by the Chairperson.

7.10.2. The only business that may be transacted at any adjourned meeting is the business left unfinished at the meeting from which the adjournment took place.

7.10.3. When a meeting is adjourned for 30 days or more, notice of the adjourned meeting must be given as in the case of an original meeting.

7.10.4. Except when a meeting is adjourned for 30 days or more, it is not necessary to give a notice of an adjournment or of the business to be transacted at an adjourned meeting.

7.11. Voting on show of hands

7.11.1. At a general meeting a resolution put to the vote of the meeting must be decided on a show of hands, unless a poll is demanded before that vote is taken or before the result is declared or immediately after the result is declared.

7.11.2. If a poll is not duly demanded, 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, and an entry to that effect in the book containing the minutes of the proceedings of NRLJA, is conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the resolution.

7.12. Demand for a poll

7.12.1. A poll may be demanded by either:

7.12.1.1. the Chairperson;

7.12.1.2. a Member or Members only in accordance with the Law; or
7.12.1.3. 25% of the individuals constituting the Council.

7.12.2. The demand for a poll may be withdrawn.

7.12.3. The demand for a poll does not prevent the continuance of a meeting for the transaction of business other than the question on which a poll is demanded.

7.12.4. If a poll is duly demanded, it must be taken in the manner and, except as to the election of a Chairperson or on a question of adjournment, either at once or after an interval or adjournment or otherwise as the Chairperson directs. The result of the poll is the resolution of the meeting at which the poll is demanded.

7.12.5. A poll demanded on the election of a Chairperson or on a question of adjournment must be taken immediately.

7.13. Voting of Members

7.13.1. Subject to this Constitution, the Board may determine other means (including electronic) permitted by law for the casting and recording of votes by Members present by representative or proxy on any resolution to be put at a general meeting.

7.13.2. Subject to this Constitution, on a show of hands every Member present by representative or proxy has one vote.

7.13.3. On a poll every Member present by representative or proxy has one vote. For the avoidance of doubt, a person holding a proxy, has one vote for each Member for which the person holds a proxy in addition to any vote they are entitled to in their capacity as a representative of a Member.

7.13.4. If a proxy of a Member purports to vote in a way or circumstances that contravene the Law, on a show of hands the vote of that proxy is invalid and NRLJA must not count it. If a poll is demanded, votes which the Law require a proxy of a Member to cast in a given way must be treated as cast in that way.

7.14. Vote of the Chairperson at general meetings

The Chairperson of a general meeting is not entitled to a second or casting vote (in addition to any votes he or she may have as a representative or proxy of a Member).

7.15. Objections to voter qualification

7.15.1. No objection may be raised to the qualification of a voter except at the meeting or adjourned meeting at which the vote objected to is given or tendered.

7.15.2. An objection to the qualification of a voter must be referred to the Chairperson, whose decision, made in good faith, is final.

7.15.3. A vote not disallowed according to an objection as provided in this Constitution is valid for all purposes.

7.16. Mode of meeting for Members

7.16.1. A general meeting may be called or held using any technology consented to by all the Members. The consent may be a standing one. A Member may only withdraw their consent within a reasonable period before the
meeting. The Members may otherwise regulate their meetings as they think fit.

7.16.2. Directors and Members are entitled to speak at a general meeting.

7.16.3. A person requested by the Board to attend a general meeting is entitled to speak at that meeting.

7.17. Resolution in writing
A resolution in writing signed by all Members entitled to vote on the resolution is to be treated as a determination of the Members passed at a meeting of the Members duly convened and held.

7.18. Form of resolution in writing

7.18.1. A resolution in writing may consist of several documents in like form, each signed on behalf of one or more Members, and if so signed it takes effect on the latest date on which a Member signs one of the documents.

7.18.2. If a resolution in writing is signed by a proxy of a Member, it must not also be signed by the appointing Member and vice versa.

7.18.3. In relation to a resolution in writing a document generated by electronic means which purports to be a facsimile of a resolution of Members is to be treated as a resolution.

8. PROXIES

8.1. Proxies of Members

8.1.1. At meetings of Members each Member entitled to vote may vote by representative or by proxy or by attorney.

8.1.2. Subject to the terms of their appointment a person attending as a proxy has all the powers of a Member, except where expressly stated to the contrary and in accordance with the Law.

8.1.3. The authority of a proxy for a Member to speak or vote at a general meeting to which the authority relates is suspended while the Member is present at that meeting.

8.2. Appointment of proxies
A Member may appoint another person as their proxy to attend and vote instead of the representative of the Member. A proxy need not be a representative of any Member, however:

8.2.1. a document appointing a proxy must be in writing, in any form permitted by the Law or in any form (including electronic) which the Board may determine or accept, and signed on behalf of the Member making the appointment;

8.2.2. a document appointing a proxy may specify the manner in which the proxy is to vote in respect of a particular resolution and, where the document so provides, the proxy is not entitled to vote on the resolution except as specified in the document; and

8.2.3. except as expressly provided by the document appointing a proxy, an appointment of a proxy confers authority to do all things that the Member
can do in respect of a general meeting, including the Member's representative, except that the proxy is not entitled to vote on a show of hands.

8.3. Verification of proxies

8.3.1. Before the time for holding the meeting or adjourned meeting at which a proxy proposes to vote, the document appointing the proxy must be deposited with NRLJA.

8.3.2. That document must either be:

8.3.2.1. received at NRLJA's Office, at a fax number at the Office or at another place, fax number or electronic address specified for that purpose in the notice convening the meeting not less than 24 hours before the time for holding the meeting; or

8.3.2.2. produced to the chairperson of the meeting before the proxy votes.

8.3.3. If a general meeting has been adjourned, an appointment and any authority received by NRLJA at least 24 hours before the resumption of the meeting are effective for the resumed part of the meeting.

8.4. Validity of proxies

A proxy document is invalid if it is not deposited or produced prior to a meeting or a vote being taken as required by this document.

8.5. Revocation of appointment of proxy

A vote given in accordance with the terms of a proxy document is valid despite the revocation of the instrument or of the authority under which the instrument was executed, if no intimation in writing of any of that event has been received by NRLJA at NRLJA's Office before the commencement of the meeting or adjourned meeting at which the document is used.

9. NON-MEMBER STAKEHOLDERS

9.1. Non-Member Stakeholders

9.1.1. The Board may create a register of Non-Member Stakeholders.

9.1.2. A Non-Member Stakeholder of NRLJA is a person who:

9.1.2.1. is not a Member;

9.1.2.2. has applied to become a Non-Member Stakeholder in accordance with any procedures or policies applicable to Non-Member Stakeholders as may be determined by the Board from time to time (including if applicable payment of any fee determined by the Board from time to time); and

9.1.2.3. who has been admitted by the Board as a Non-Member Stakeholder.

9.1.3. A Non-Member Stakeholder:

9.1.3.1. is not a Member of NRLJA;
has the right to attend but not speak or vote at any general meeting of NRLJA;

9.1.3.3. may be invited to attend certain events hosted by NRLJA which are not open to the general public; and

9.1.3.4. has such other rights not inconsistent with this clause 9 as the Board may determine from time to time.

9.2. Admission as a Non-Member Stakeholder

9.2.1. The Board must consider an application for admission as a Non-Member Stakeholder as soon as practicable after its receipt and determine, in its absolute discretion, the admission or rejection of the applicant as a Non-Member Stakeholder.

9.2.2. The Board does not have to give reasons for accepting or rejecting an application for admission as a Non-Member Stakeholder.

9.2.3. If an applicant is admitted as a Non-Member Stakeholder the Secretary must notify the applicant of admission and the name and details of the applicant must be entered in a register of Non-Member Stakeholders maintained for this purpose.

9.3. Removal

The Board may in its absolute discretion determine that a person ceases to be a Non-Member Stakeholder. The Board does not need to provide its reasons for doing so.

10. APPOINTMENT AND RETIREMENT OF DIRECTORS

10.1. Number and eligibility of Directors

10.1.1. The number of Directors must not be less than seven nor more than nine unless otherwise determined in accordance with this Constitution.

10.1.2. Any term of office referred to in this clause 10 is subject to any provision to the contrary in this clause.

10.2. Election of Directors

10.2.1. Elected Directors will be elected by the Members at the AGM.

10.2.2. Only members of Council are eligible to be nominated for election as Elected Directors.

10.2.3. Subject to clause 10.4 below, all Elected Directors will hold office for a term of three years.

10.2.4. At the AGM of NRLJA all Elected Directors subject for re-election in that year must retire but, subject to clause 10.3, will be eligible for re-election.

10.2.5. The Board will establish procedures relating to the nomination and appointment or election of Directors.

10.3. Retirement of Directors

10.3.1. Subject to clause 10.5, a Director must retire from office no later than the sixth AGM of NRLJA since that Director's first election or appointment.
10.3.2. A Director who retires pursuant to clause 10.3.1 holds office as a Director until the end of the meeting at which the Director retires but is ineligible for re-election.

10.4. Initial Directors

10.4.1. One third of the Initial Directors will retire at each of the first, second and third AGMs and will be eligible for re-election.

10.4.2. Which of the Initial Directors will be subject to re-election at each of the first, second and third AGMs will be determined by lot.

10.4.3. If an Initial Director is re-elected, their re-election will be for a term of three years and, for the purposes of clause 10.3.1, they must retire from office no later than the sixth AGM since that re-election.

10.5. Appointment of Independent Directors:

10.5.1. The Board may, if the Board considers appropriate, at a meeting held after the AGM, appoint up to two persons to fill the positions of Independent Director referred to in sub-clause 12.1.7. The persons appointed as Independent Directors are not required to be members of Council nor to have any other association with NRLJA or its Member.

10.5.2. Independent Directors will be appointed for such term as the Board determines, which will not be more than three years.

10.5.3. In appointing the two Independent Directors, the Board shall be guided by the principle that Board membership should be determined by the skills of individuals and the skills-mix and experience of the Board as a whole, once constituted.

10.5.4. Persons appointed as Independent Directors have the same rights and responsibilities as other Directors.

10.6. Casual vacancies

10.6.1. In addition to its power under clause 10.5 the Board may at any time appoint a member of Council to be a Director, either to fill a casual vacancy or as an addition to the existing number of Directors. The total number of Directors may not exceed the number fixed in accordance with this Constitution.

10.6.2. A Director appointed under this clause 10.5 holds office only until the next general meeting after the appointment and is then eligible for re-election or re-appointment.

10.7. Removal from office

10.7.1. The Company may by ordinary resolution remove a Director from office and may by ordinary resolution appoint another person as a replacement.

10.7.2. A person appointed to replace a Director removed from office must retire as a Director at the time ascertained as if the person became a Director on the day on which the Director removed from office was elected or appointed or last re-elected or re-appointed as a Director.

10.8. Vacation of office
In addition to the circumstances in which the office of a Director becomes vacant by virtue of the Law or another provision of this Constitution, the office of Director immediately becomes vacant if any of the following occurs:

10.8.1. the Director becomes an insolvent under administration;

10.8.2. the Director becomes of unsound mind or a person whose person or estate is liable to be dealt with in any way under the law relating to mental health;

10.8.3. the Director is absent from Board meetings over a consecutive period of three months without the prior written consent of the Board;

10.8.4. the Director becomes prohibited from being a director by reason of an order made under the Law;

10.8.5. the Director resigns by notice in writing to NRLJA;

10.8.6. the Director (unless an Independent Director) ceases to be a member of Council; or

10.8.7. the Director retires pursuant to clause 10.3.

11. DIRECTORS' REMUNERATION

11.1. Determination of fees

11.1.1. The Directors may be paid by way of fees for their services the amounts, if any, determined from time to time by NRLJA in general meeting and any salary or wage due to the Director or Secretary as an employee of NRLJA where the terms of employment have been approved by the Board.

11.1.2. Fees paid in accordance with clause 11.1.1 accrue from day to day.

11.2. Additional services rendered

11.2.1. A Director may be paid a fee in return for any extra services actually rendered to NRLJA in a professional or technical capacity (other than within his or her ordinary duties as a Director):

11.2.1.1. with the prior approval of the Board; and

11.2.1.2. where the amount payable does not exceed a commercially reasonable amount.

11.2.2. A fee payable in accordance with clause 11.2.1 may be paid either by fixed sum or salary determined by the Board.

11.3. Payment for expenses

Each Director should be reimbursed for approved out-of-pocket expenses reasonably and properly incurred by the Director or Secretary in connection with Company business (including travel and accommodation expenses). Alternatively, NRLJA may pay such amounts on the Director or Secretary's behalf.

11.4. Payments for insurance

An insurance premium in respect of a contract insuring a Director, Secretary or member of Council for a liability incurred as an officer of NRLJA may be paid by NRLJA where the Board has approved the payment of the premium.
12. THE BOARD

12.1. The following people comprise the Board and are Directors of the Company:

12.1.1. the Chairperson;
12.1.2. Council Chair;
12.1.3. the Deputy Chairperson;
12.1.4. the Secretary;
12.1.5. the Treasurer;
12.1.6. at least two further Elected Directors; and
12.1.7. up to two Independent Directors, appointed in accordance with clause Error! Reference source not found. ___

12.2. Board members, including Independent Directors, shall hold their position for no more than two (2) consecutive terms.

12.3. Powers of the Board

12.3.1. The Board may exercise all those powers of NRLJA as are not, by the Law or by this Constitution, required to be exercised by the Members in general meeting or otherwise.

12.3.2. The Board is responsible for all issues of governance and membership of NRLJA.

13. PROCEEDINGS OF DIRECTORS

13.1. Board Charter
The Board may establish a charter which sets out the proceedings and policies to be adopted by the Board in exercising its powers and discharging its duties provided that nothing in the charter will be inconsistent with the Law or the provisions of this Constitution.

13.2. Convening of Board meetings
A Director may at any time, and a Secretary must on the requisition of a Director, convene a Board meeting.

13.3. Quorum at Board meetings

13.3.1. At a Board meeting, the number of Directors whose presence is necessary to constitute a quorum is:

13.3.1.1. if there is an even number of Directors, one half that number; and
13.3.1.2. if that number is not an even number, then the quorum is one half of the next even number.

13.3.2. If the number of Directors is reduced below the number necessary for a quorum of Directors, the continuing Director or Directors may act only to:
13.3.2.1. appoint additional Directors to the number necessary for a quorum; or

13.3.2.2. convene a general meeting of NRLJA.

13.4. Voting at Board meetings

13.4.1. The Board must determine any questions arising at a Board meeting by a majority of votes of Directors present and voting.

13.4.2. Each Director present has one vote on a matter arising at a Board meeting. In case of an equality of votes, the Chairperson will have no second or casting vote and the motion will be declared lost.

13.5. Appointment of Chairperson

13.5.1. The Board may elect a Director as Chairperson to chair Board meetings, and may determine the period for which the Chair will hold office.

13.5.2. Subject to clause 13.5.3, the Chairperson must chair each Board meeting

13.5.3. If no Chairperson is elected, or if at any meeting the Chairperson is not present within ten minutes after the time appointed for holding the meeting or is unwilling to act, the Directors present must choose one of their number to chair that meeting.

13.5.4. The Chairperson and other positions on the Board set out in clause 12.1 (other than the Council Chair) shall be appointed in accordance with procedures set by the Board.

13.6. Participation where Directors interested

13.6.1. A Director may be present and may vote on a matter before the Board if and to the extent that they are permitted to do so under the Law.

13.6.2. If there are not enough Directors to form a quorum as a result of a Director having an interest which disqualifies them from voting then one or more of the Directors (including those who have the disqualifying interest in the matter) may call a general meeting of NRLJA and the general meeting may pass a resolution to deal with the matter.

13.7. No disqualification

13.7.1. Subject to compliance with the Law, a Director or any entity in which the Director has a direct or indirect interest (as applicable) may:

13.7.1.1. enter into a contract or arrangement with an Associated Party;

13.7.1.2. hold any office or place of profit (other than auditor) in an Associated Party;

13.7.1.3. act in a professional capacity (or be a member of a firm that so acts) other than as auditor of an Associated Party; and

13.7.1.4. be a member, creditor or otherwise be interested in (other than an auditor) of an Associated Party.
13.7.2. Despite the fiduciary nature of a Director's office and the Director's fiduciary obligations:

13.7.3. any contract or arrangement entered into in accordance with clause 13.7.1.1 by the Director or any entity in which the Director has a direct or indirect interest is not invalid or voidable; and

13.7.4. a Director may do any of the things specified in clause 13.7.1 without any liability to account to NRLJA or any other person for any direct or indirect benefit accruing to the Director or any entity in which the Director has a direct or indirect interest.

13.8. Delegation of powers

13.8.1. Subject to clause 13.8.3, the Board may delegate any of its powers to any person for any period and on any terms (including the power to further delegate) as the Board resolves. This includes delegating any of the Board's powers to the Council, a managing director or committees consisting of Directors, Members or other persons (as the Board sees fit) to act in Australia or elsewhere.

13.8.2. The Board may revoke or vary any power so delegated.

13.8.3. The Council's or a committee's exercise of a power in accordance with this Constitution is to be treated as the exercise of that power by the Board.

13.8.4. The Council or a committee must conform to the directions of the Board in the exercise of any powers delegated to it.

13.9. Advisory Committees

13.9.1. In addition to the Council, the Board may establish such Advisory Committees as it considers appropriate.

13.9.2. The Board may, with respect to an Advisory Committee:

13.9.2.1. specify in writing from time to time the terms of reference and functions of the Advisory Committee;

13.9.2.2. appoint such persons as they consider appropriate to the Advisory Committee (including, if thought fit, one or more Directors), and remove any such person from the Advisory Committee at any time by written notice;

13.9.2.3. specify the period and conditions (including as to remuneration, if any) of any such appointment to the Advisory Committee; and

13.9.2.4. terminate any Advisory Committee established under clause 13.9.1 at any time.

13.9.3. The Board must not delegate any of its powers to an Advisory Committee, and an Advisory Committee must not exercise any powers of a Director or the Board. However, the Board must consult with, and account for the advice of, an Advisory Committee, as recorded in the minutes and where
the Board is to consider a matter within the expertise of the Advisory Committee.

13.10. Validity of acts of Directors
All acts done by a Board meeting or of a committee of Directors or by a person acting as a Director are valid even if it is later discovered that there is a defect in the appointment of a person to be a Director or a member of the committee or that they or any of them were disqualified or were not entitled to vote if that circumstance was not known by the Board, committee or person (as the case may be) when the act was done.

13.11. Minutes

13.11.1. The Board must cause minutes of all proceedings of general meetings, of Board meetings and of committees formed by the Directors to be entered, within one month after the relevant meeting is held, in books kept for the purpose.

13.11.2. The Board must cause all minutes, except resolutions in writing treated as determinations of the Board, to be signed by the chairperson of the meeting at which the proceedings took place or by the chairperson of the next succeeding meeting.

13.12. Resolution in writing

13.12.1. A resolution in writing signed by all Directors entitled to vote on the resolution (excluding Directors who have requested and been given leave of absence by the Board) is to be treated as a determination of the Board passed at a Board meeting duly convened and held.

13.12.2. A resolution in writing may consist of several documents in like form, each signed by one or more Directors and if so signed it takes effect on the latest date on which a Director signs one of the documents.

13.12.3. In relation to a resolution in writing a document generated by electronic means which purports to be a facsimile of a resolution of Directors is to be treated as a resolution in writing and a document bearing a facsimile of a signature is to be treated as signed.

14. COUNCIL

14.1. The Board will:

14.1.1. re-establish the Council in accordance with this clause 14;

14.1.2. establish policies and procedures for the nomination, appointment and/or election of members of Council;

14.1.3. delegate responsibility to Council for the matters set out in clause 14.5 and

14.1.4. at its absolute discretion, be empowered to revoke the delegation given under clause 14.1.3.

14.2. Council will consist of:

14.2.1. no more than 20 individuals nominated by the Members; plus
14.2.2. individuals constituting up to 20% of the Council (such percentage to be determined by the Board) who have been elected by the Non-Voting Stakeholders

14.3. Subject to clause 14.4, all persons who are members of Council at the time of its re-establishment under this clause 14 will be subject to election or re-appointment at the next AGM,

14.4. Any Director holding office at the time of Council being re-established under this clause 14 will automatically become a Member of Council for the remainder of their current term as Director.

14.5. It is the role of Council to

14.5.1. determine future direction, policy, project development, strategy and service delivery requirements of NRLJA;

14.5.2. provide advice to the Board regarding those matters listed in sub-clause 14.2.1;

14.5.3. provide a forum for debating those matters listed in sub-clause 14.2.1 and proposing strategies of NRLJA;

14.5.4. select the issues on which the information and policy work of the NRLJA focuses, and for developing the NRLJA’s views.

14.6. In accordance with clause 7.3, 25% of the Members constituting Council may demand that the Board convene a general meeting and that any specified matter be put to a poll of Members.

14.7. Meetings of the Council

14.7.1. Council must convene at least bi-monthly.

14.7.2. A meeting of the Council may be held as a face-to-face meeting, by teleconference, or video-conference or by means of any technology that gives each of the members of the Council a reasonable opportunity to participate.

14.8. Appointment of Chair of the Council and Deputy Chair

14.8.1. The Council must elect a Director to chair meetings of Council (Council Chair) and a member of Council as Deputy Council Chair, and may determine the period for which the Council Chair and Deputy Council Chair will hold office.

14.8.2. Subject to clause 13.5.3, the Council Chair must chair each Council meeting.
14.9. If no Council Chair is elected, or if at any meeting the Council Chair is not present within ten minutes after the time appointed for holding the meeting or is unwilling to act, the Deputy Council Chair will chair that meeting.

14.10. The Council Chair and Deputy Council Chair shall be appointed in accordance with procedures set by the Board.

15. **SECRETARY**

15.1. The Board may appoint a Secretary and may at any time terminate the appointment with or without cause, subject to any agreement between NRLJA and the Secretary.

15.2. The Board may determine the terms and conditions of appointment of a Secretary, including remuneration.

16. **INDEMNITY AND INSURANCE**

16.1. **Indemnity**

Every Director, Secretary or member of Council and past Director or Secretary or member of Council of NRLJA may be indemnified by NRLJA, to the fullest extent permitted by Law, against a liability incurred by that person as an officer of NRLJA or a subsidiary of NRLJA, including without limitation legal costs and expenses incurred in defending an action.

16.2. **Insurance premiums**

The Company may pay the premium on a contract insuring a person who is or has been a Director or Secretary or member of Council of NRLJA to the fullest extent permitted by law.

17. **SEAL AND EXECUTION OF DOCUMENTS**

17.1. If NRLJA has one, the Board must provide for the safe custody of the Seal.

17.2. The Seal will only be used by the authority of the Board or of a sub-committee of Directors authorised by the Board in that behalf, and every instrument to which the Seal is affixed must be signed by a Director and countersigned by the Secretary or by a second Director or by some other person appointed by the Board for the purpose.

17.3. The Company may execute a document without the use of the Seal if the document is signed by a Director and countersigned by a Secretary, Director or some other person appointed by the Board for that purpose.

17.4. The Board may determine the manner in which, and the persons by whom, cheques and other negotiable or transferable instruments in the name of or on behalf of NRLJA, and receipts for money paid to NRLJA, must be signed, drawn, accepted, endorsed or otherwise executed.

18. **ESTABLISHMENT AND OPERATION OF GIFT FUND**

18.1. **Maintaining Gift Fund**

NRLJA must maintain for the Principal Purpose of NRLJA a fund (Gift Fund):

18.1.1. to which gifts of money or property for that purpose are to be made;
18.1.2. to which any money received by NRLJA because of those gifts is to be credited; and

18.1.3. that does not receive any other money or property.

All gifts made to the gift fund are to be held by NRLJA on trust to be used only for the Principal Purpose of NRLJA.

18.2. Limits on use of Gift Fund

18.2.1. The members of NRLJA must use the following only for the Principal Purpose of NRLJA:

18.2.1.1. gifts made to the Gift Fund;

18.2.1.2. any money received because of those gifts.

18.2.2. NRLJA must not distribute money to members of NRLJA except as reimbursement for out of pocket expenses incurred on behalf of the company or proper remuneration for administrative services.

18.3. Winding up

18.3.1. At the first occurrence of:

18.3.1.1. the winding up of the Gift Fund; or

18.3.1.2. NRLJA ceasing to be endorsed as a deductible gift recipient under Subdivision 30-BA of the ITAA 97,

any surplus assets of the Gift Fund must be transferred to one or more:

18.3.1.3. Eligible Charities;

18.3.1.4. funds charitable at law which comply with the requirements of item 2 of the table in section 30-15 of the ITAA 97;

as the members of NRLJA decide.

18.3.2. Where gifts to an Eligible Charity are deductible only if, among other things, the conditions set out in the relevant table item in Subdivision 30-B of ITAA 97 are satisfied, a transfer under this clause must be made in accordance with those conditions.

18.4. Bank account

The members of NRLJA must maintain a separate bank account for the Gift Fund.

18.5. Gift Fund forms part of the Company Fund

To avoid any doubt, it is declared that the Gift Fund forms part of the funds of NRLJA.

19. SURPLUS ASSETS ON WINDING UP OR DISSOLUTION

19.1. Subject always to clause 18.3, upon the winding up or dissolution of the Company, any remaining property after satisfaction of all debts and liabilities, will not be paid to or distributed among the Members, but will be given or transferred to some other institution or company which satisfies both of the following requirements:

19.1.1. it has objects similar to the Objects of NRLJA;
19.1.2. its constituent documents prohibit the distribution of its income and property among its members on terms substantially to the effect of clause 6;

19.1.3. if there are no other institutions or companies which meet the requirements of clauses 19.1.1 or 19.1.2 to one or more institutions or companies, the objects of which are the promotion of charity and gifts which are allowable deductions pursuant to the Income Tax Assessment Act 1997 (Cth).

19.2. This is to be determined by the Members at or before the time of winding up or dissolution of NRLJA and, in default of any determination, by the Supreme Court of the State or Territory in which NRLJA’s office is located.

20. ACCOUNTS, AUDIT AND RECORDS

20.1. Accounts
The Board must cause proper accounting and other records to be kept in accordance with the Law.

20.2. Reports
To the extent required by the Law, the Board must cause the company to:

20.2.1. prepare financial reports in accordance with the Law;

20.2.2. prepare directors’ reports in accordance with the Law;

20.2.3. notify each Member of the Member’s right to receive reports from the company; and

20.2.4. provide members with reports, in a form and within such timeframe as may be required by the Law.

20.3. Audit
A registered company auditor must be appointed. The remuneration of the auditor must be fixed and the auditor’s duties regulated in accordance with the Law.

20.4. Rights of inspection
Subject to the Law:

20.4.1. the Board may (acting reasonably) determine whether and to what extent, and at what times and places and under what conditions, the accounting records and other documents of NRLJA or any of them are open to the inspection of Members other than Directors, and a Member other than a Director does not have the right to inspect any document of NRLJA except as provided by law or authorised by the Board or by the Company in general meeting; and

20.4.2. despite clause 20.4.1, the Board may refuse access to a document where the Board (acting reasonably) considers that such access would or would be likely to cause NRLJA to lose the benefit of any form of evidentiary privilege, including legal professional privilege.

21. NOTICES

21.1. The company may give a notice to a Member:
21.1.1. by sending it by post to the address for the Member in the Register of Members or the alternative address (if any) nominated by the Member; or

21.1.2. by sending it to the electronic address (if any) nominated by the Member; or

21.1.3. any other means permitted from time to time under the Corporations Act; and may give notice in like manner to each Director and auditor.

21.2. A notice sent by post is taken to be given 2 business days after it is posted. A notice sent by electronic means is taken to be given on the business day after it is sent.

21.3. Notice of every general meeting must be given in any manner authorised under clause 21.1 to:

21.3.1. every Member except those Members who (having no registered address within the State) have not supplied to the Company an address within the State for the giving of notices to them; and

21.3.2. the auditor or auditors for the time being of the Company.

21.4. No other person will be entitled to receive notices of general meetings.