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Lawyers

**Victorian Student Representative Council
Ltd**

CONSTITUTION

A public company limited by guarantee under
the *Corporations Act 2001* (Cth)

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VICTORIAN STUDENT REPRESENTATIVE COUNCIL LTD

CONSTITUTION

1 DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Constitution:

Board means the Board of Trustees of the Company with a quorum to transact business;

Business Day means a weekday which is not a public holiday in Melbourne, Victoria;

Chair means the Trustee and office bearer under clause 9.9.1;

Company means the company named on page 1 of this Constitution;

Company Secretary means a secretary appointed under clause 10.4;

Constitution means this constitution of the Company;

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

Deputy Chair means the Trustee and office bearer under clause 9.9.2;

Indemnified Officer has the meaning given in clause 13.7;

Law includes statute, regulation, legislative instrument, rules, standards, proclamation, ordinance or by-law which, by or under statute, bind a person from time to time;

Liability includes cost, charge, loss, damage, expense or penalty;

Member means a person who is a member of the Company pursuant to clauses 4 and 5;

Purpose has the meaning given in clause 2;

Regulations means regulations made by the Board under clause 10.5;

Relevant Laws means Laws regulating the registration, reporting or governance obligations of the Company and includes *Australian Charities and Not-for-profits Commission Act 2012* (Cth), *Income Tax Assessment Act 1997* (Cth) and *Charities Act 2013* (Cth).

Representative of a Member means:

- (a) a proxy appointed in accordance with clause 6.9; and
- (b) an attorney of the Member, whose instrument of appointment has been provided to the Company,

and includes a Representative appointed on a standing basis.

Student means an individual who is eligible for enrolment at a primary or secondary level education setting.

Student Associate means a Student who is part of the Student Community but is not a Student Member;

Student Community means the body established under clause 7;

Student Executive Advisory Committee means the body established under clause 8;

Student Member means a Member in the Student Member class;

Student Representative means a member of the Student Executive Advisory Committee;

Trustee means a person for the time being who performs the role of director of the Company;

Unacceptable Conduct means conduct of a Member which, in the reasonable opinion of the Board:

- (a) is, has been or will be prejudicial to the Company's interests;
- (b) is not that of a fit and proper person or a person of good fame and character;
- (c) is unbecoming of Members; and
- (d) is conduct similar to the above which is set out in the Regulations; and

Year, in relation to a Trustee's term of office, means the period of approximately one calendar year between annual general meetings.

1.2 Interpretation

In this Constitution, unless the contrary intention appears:

- 1.2.1 the singular includes the plural and vice versa;
- 1.2.2 words importing one gender include other genders;
- 1.2.3 a reference to an individual or person includes a partnership, body corporate, government authority or agency and vice versa (whether or not incorporated);
- 1.2.4 a reference to a person includes that person's executors, administrators, successors, substitutes and permitted assigns;
- 1.2.5 a reference to a document or instrument, including this Constitution, includes that document or instrument as novated, altered or replaced from time to time;
- 1.2.6 a reference to a statute, code or other law includes regulations and other instruments made under it and includes consolidations, amendments, re-enactments or replacements of any of them;
- 1.2.7 other grammatical forms of defined words or expressions have corresponding meanings;
- 1.2.8 headings and the provision of a table of contents are for convenience only and do not affect the interpretation of this Constitution; and
- 1.2.9 a Member is to be taken to be present at a general meeting if the Member is present in person or by Representative.

1.3 Interpretation subject to Relevant Laws

- 1.3.1 This Constitution is to be interpreted subject to the Corporations Act and the Relevant Laws. If there is any inconsistency, Relevant Laws prevail.

- 1.3.2 To the extent that Relevant Laws require this Constitution to include provisions so that the Company can hold a registration or exemption status, those provisions are taken to form part of this Constitution.
- 1.3.3 Provisions which are optional replaceable rules under the Corporations Act do not apply to the Company.

2 PURPOSE OF THE COMPANY

The Company is a not-for-profit and charitable institution established and operated in Australia solely to pursue the principal purpose in clause 2.1 and the supporting purposes in clause 2.2 (**Purpose**).

2.1 Principal purpose

The Company's principal purpose is to advance the education of Students by:

- 2.1.1 empowering Students to have agency in their learning;
- 2.1.2 improving the education system by providing authoritative advice, information and opinion to governments and organisations;
- 2.1.3 enhancing Students' capacity to be decision makers in their education and learning environments;
- 2.1.4 advocate on any issues to promote socially just, inclusive and equitable schools and learning environments, and
- 2.1.5 providing a Student voice in support of those purposes.

2.2 Supporting purposes

In support of clause 2.1, the Company's supporting purposes are to:

- 2.2.1 provide resources, training and events for Students and their educators;
- 2.2.2 establish programs for Students to collate and share best practice examples;
- 2.2.3 encourage and support Students to share their views and perspectives on education policies;
- 2.2.4 establish programs to conduct and support student-led research projects;
- 2.2.5 provide students with opportunities to discuss and reflect on their own education; and
- 2.2.6 do all lawful things consistent with, necessary or desirable to support and further the principal purpose in clause 2.1.

3 NOT-FOR-PROFIT AND CHARITABLE NATURE OF THE COMPANY

3.1 Powers

Solely to carry out the Purpose, the Company has all the powers of an individual and a company limited by guarantee under the Corporations Act.

3.2 Income applied for the Purpose

The Company's income and property:

- 3.2.1 must be applied solely towards the Purpose; and
- 3.2.2 must not be paid or given to a Member, directly or indirectly, by way of dividend, bonus or otherwise, unless permitted by clause 3.3 or 3.5.

3.3 **Permitted payments to Members**

The Company may pay a Member in good faith with prior Board approval up to a fair and reasonable amount for:

- 3.3.1 expenses properly incurred for the Company;
- 3.3.2 goods or services supplied to the Company;
- 3.3.3 interest on money lent to the Company; or
- 3.3.4 rent for premises let to the Company.

3.4 **Winding up**

The Company's surplus assets, after satisfying all liabilities on wind up or dissolution:

- 3.4.1 must not be paid or given to current or former Members unless eligible under clause 3.5; and
- 3.4.2 must be paid to eligible recipients selected under clauses 3.5 and 3.6.

3.5 **Eligible recipients**

A fund, authority or institution is eligible to receive any surplus under clause 3.4.2 if it:

- 3.5.1 has not-for-profit and charitable purposes similar to the Purpose;
- 3.5.2 prohibits its income and property from being paid to members on at least the terms of this clause 3;
- 3.5.3 is a charity registered under Relevant Laws if the Company had been; and
- 3.5.4 is income tax exempt under Commonwealth taxation Laws if the Company had been.

3.6 **Selection of eligible recipients**

Eligible recipients to receive any surplus referred to in clause 3.5 must be selected:

- 3.6.1 by Member special resolution;
- 3.6.2 failing clause 3.6.1, by Board resolution after considering the advice and wishes of the Student Executive Advisory Committee; and
- 3.6.3 failing clause 3.6.2, by application to the Supreme Court of Victoria.

4 **MEMBERSHIP**

4.1 **Limited liability of Members / guarantee**

- 4.1.1 A Member's liability is limited to the guaranteed amount in clause 4.1.2.

4.1.2 If the Company is wound up, each Member and former Member in the previous year must contribute up to one dollar (\$1) towards:

- (a) the Company's liabilities contracted before the person ceased to be a Member; and
- (b) costs, charges and expenses to wind up and adjust the rights of the contributories among themselves.

4.2 Classes of Members and eligibility

The Members of the Company comprise the classes of Members with the eligibility and rights set out in the table below and such other voting or non-voting categories whose rights, benefits, privileges, entitlements, obligations, liabilities, eligibility and status will be determined by the Board.

Class	Eligibility	Rights (see also clause 4.3)
Student Member	Student residing or attending school in Victoria	Voting
Honorary Member	The Board may from time to time elect as an Honorary Member individuals who have made a distinguished contribution to the Company.	Non-voting

4.3 Member rights and obligations

- 4.3.1 Voting Members have the right to receive notice of, participate in the requisition of, attend, speak at, vote at and join in the demand for a poll at general meetings.
- 4.3.2 Non-voting Members have the right to receive notice of and attend the annual general meeting, but may not participate in the requisition of, speak at, vote at or join in the demand for a poll at that meeting.
- 4.3.3 Members have the right to appoint a Representative to exercise all the Member's rights.

4.4 Rights not transferrable

A person's membership rights and privileges:

- 4.4.1 apply only whilst the person is a Member; and
- 4.4.2 are personal and may not be transferred or transmitted.

4.5 Membership period and fees

- 4.5.1 The Board may determine the membership period (including common expiry dates) as well as how and when membership is renewed.
- 4.5.2 No fees are payable to the Company in order to apply for, be admitted or continue as a Member.

4.6 Register of Members, including closure of register

- 4.6.1 The Company must maintain a register of Members in accordance with the Corporations Act which contains the name, addresses for notices and membership start/end dates for current and recent former Members.

4.6.2 The Board may establish Regulations to close the register to new Members for up to 60 days per year.

4.6.3 The Company may maintain a database of other Member details which is separate to the register of Members.

4.7 **Change of Member details**

A Member must notify the Company if the Member's addresses for notices change within 28 days of the change.

5 **BECOMING AND CEASING TO BE A MEMBER**

5.1 **Admission of Members**

5.1.1 The Board may admit in its absolute discretion a person as Member upon application in accordance with any requirements specified in the Regulations.

5.1.2 The Board must consider membership applications as soon as reasonably practicable.

5.1.3 The Board need not provide reasons for refusing to admit a person as Member.

5.1.4 Successful applicants become Members when added to the register of Members.

5.2 **Resignation of Members**

5.2.1 A person may resign as Member by written notice to the Company.

5.2.2 The resignation takes effect when the Company receives the Member's notice or on a later date specified in the notice.

5.3 **Ceasing to be a Member**

A person automatically ceases to be a Member if the person:

5.3.1 has a debt to the Company which remains unpaid for one year or more;

5.3.2 ceases to be eligible to be a Member in the relevant class;

5.3.3 becomes untraceable for 3 months because the Member cannot be contacted using the address on the register of Members;

5.3.4 dies, becomes bankrupt, or makes any arrangement or composition with the Member's creditors generally; or

5.3.5 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.

5.4 **Disciplining Members**

The Board may warn, censure, suspend or expel a Member if the Member:

5.4.1 engages in Unacceptable Conduct, subject to:

(a) the decision being made by two-thirds majority of all Trustees, whether or not they are all present and voting;

- (b) the Member being afforded a reasonable opportunity to respond, in accordance with any Regulations, to the Board's allegations; and
 - (c) the Member's appeal rights (if any) set out in the Regulations;
- 5.4.2 refuses or neglects to comply with the provisions of this Constitution or the Regulations;
- 5.4.3 is found guilty by a court of an indictable offence; or
- 5.4.4 has a debt to the Company which remains unpaid for six months or more.

5.5 Initial Members

The initial Members of the Company are those persons named in the application to the Australian Securities and Investments Commission to register the Company.

6 GENERAL MEETINGS

6.1 Convening an annual general meeting

- 6.1.1 The Board must convene an annual general meeting to be held at least once every year. The requirements for convening an annual general meeting may otherwise be set out in the Corporations Act or Relevant Laws.
- 6.1.2 The business of an annual general meeting is to:
- (a) consider the Board's, financial and auditor's report;
 - (b) declare the Student Executive Advisory Committee election results;
 - (c) declare the Trustee election results;
 - (d) appoint an auditor if that office is or will become vacant;
 - (e) consider any other matter required by the Corporations Act or Relevant Laws; and
 - (f) consider any special business, the general nature of which is specified in the notice of meeting.

6.2 Convening a special general meeting

- 6.2.1 General meetings other than annual general meetings are called special general meetings.
- 6.2.2 The Board must convene and hold special general meetings of the Members if required by the Corporations Act or Relevant Laws.
- 6.2.3 The Student Executive Advisory Committee may, by special resolution, requisition a special general meeting. A requisition of the Student Executive Advisory Committee will be taken to be a requisition of the Members under the Corporations Act or Relevant Laws.
- 6.2.4 The Board or 2 Trustees may convene special general meetings of the Members.
- 6.2.5 The notice of special general meeting must specify the general nature of special business, unless the Corporations Act or Relevant Laws require otherwise.

6.3 **Notice of meeting**

- 6.3.1 At least 21 days' notice of any general meeting must be given specifying the meeting's place, date and time, unless the Corporations Act or Relevant Laws require or permit some other period of notice.
- 6.3.2 Notice of every general meeting must be given in writing in accordance with clause 13.6 to:
- (a) every Trustee;
 - (b) every Member entitled to attend who has supplied an address for notices to the Company; and
 - (c) the Company's auditor.
- 6.3.3 No other person is entitled to receive notices of general meetings.
- 6.3.4 A general meeting and any resolution passed at the meeting is not invalid merely because of:
- (a) the accidental omission to give notice of the meeting; or
 - (b) the non-receipt of any such notice.

6.4 **Postponement**

- 6.4.1 The Board may postpone, relocate or cancel a general meeting which it convened by giving at least 5 days' notice to the Members.
- 6.4.2 Clause 6.4.1 does not apply to a meeting requisitioned by Members or convened by the Members, by the Student Executive Advisory Committee under clause 6.2.3, by individual Trustees under clause 6.2.5 or by court order.

6.5 **Quorum**

- 6.5.1 A general meeting may not transact business unless a quorum is present when the meeting proceeds to business.
- 6.5.2 The quorum for general meetings is the lesser of 10 or 10 percent of voting Members present in person or by Representative.
- 6.5.3 If a quorum is not present within 30 minutes of the time scheduled to start the general meeting:
- (a) the meeting, if requisitioned by Members, is dissolved; and
 - (b) in any other case, the meeting is adjourned to such other place, date and time as the Board determines and notifies to Members (if required to do so by clause 6.7).
- 6.5.4 If a quorum is not present within 30 minutes of the time scheduled to start the adjourned general meeting, the meeting is dissolved.

6.6 **Meeting chair**

- 6.6.1 The Chair may chair a general meeting.

- 6.6.2 If the Chair is not present and willing to act the Deputy Chair may chair.
- 6.6.3 If the Chair and Deputy Chair are not present and willing to act:
- (a) the Trustees present may choose one of their number to chair the meeting; and
 - (b) if no Trustee is present, or if all the Trustees present decline to chair, the Members present must choose one of their number to chair.
- 6.6.4 In addition to powers conferred by law, the meeting chair may:
- (a) determine the meeting's conduct and procedures to ensure proper and orderly discussion or debate;
 - (b) make rulings without putting a question to the vote, or terminate discussion or debate and require that matter to be put to a vote;
 - (c) refuse to allow debate or discussion on any matter which is not ordinary or special business; and
 - (d) refuse any person admission to a general meeting (including for causing offence or disruption), or expel the person from the general meeting and not permit them to return.
- 6.6.5 All procedural decisions by the meeting chair are final.

6.7 **Adjournment**

- 6.7.1 The meeting chair:
- (a) may, with the consent of any general meeting at which a quorum is present; and
 - (b) must, if so directed by the meeting, adjourn the meeting to some other time or place.
- 6.7.2 The adjourned meeting may only transact unfinished business from the original meeting.
- 6.7.3 If a meeting is adjourned for 30 days or more, notice of the adjourned meeting must be given as required for the original meeting. It is not otherwise necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.

6.8 **Voting – show of hands / poll**

- 6.8.1 By default, resolutions at general meetings must be voted on by a show of hands.
- 6.8.2 The meeting chair does not have a second or casting vote.
- 6.8.3 The meeting chair must declare whether resolutions were carried, carried unanimously, carried by particular majority or lost. These voting results must be minuted.
- 6.8.4 The minutes of the voting results are conclusive without the need to record the number or proportion of, or manner in which votes were cast.

- 6.8.5 A poll may be demanded by the meeting chair or at least two Members present in person and entitled to vote.
- 6.8.6 A demand for a poll must be made on or before the result being declared, and may be withdrawn.
- 6.8.7 A poll to elect a meeting chair or adjourn the meeting must be taken immediately. Polls must otherwise be taken at that meeting in the manner directed by the meeting chair.
- 6.8.8 The meeting chair must decide all voting disputes, and that decision is final.

6.9 **Proxies**

- 6.9.1 A Member may appoint a proxy to act on the Member's behalf at any general meeting at which that Member may attend and vote.
- 6.9.2 A proxy need not be a Member.
- 6.9.3 For the instrument appointing a proxy to be valid, it must be:
 - (a) in writing and signed by the appointor;
 - (b) in the form complying with the Corporations Act or some other Board approved form; and
 - (c) lodged with the Company at least 48 hours before the time for holding the meeting or adjourned meeting.
- 6.9.4 A vote given according to the proxy instrument is valid despite:
 - (a) the death, or unsoundness of mind, of the appointor; or
 - (b) revocation of the instrument or of the authority under which the instrument was executed,

if no knowledge in writing of that fact was received by the Company before commencing the meeting or adjourned meeting at which the instrument is used.

6.10 **Use of technology**

General meetings may be held at more than one place, provided that the technology that is used enables each Member present at all places the meeting is held to clearly and simultaneously communicate with every other such Member.

6.11 **Circular resolution**

- 6.11.1 The Board may if it thinks fit submit any question or resolution to the vote of all Members entitled to a vote at a general meeting by circular resolution, unless the Corporations Act or Relevant Laws require a general meeting.
- 6.11.2 The Board may determine in the Regulations:
 - (a) the form of the circular resolution;
 - (b) the polling date;
 - (c) the method for responding to the circular resolution; and

(d) whether voting on the circular resolution is to be by secret ballot.

6.11.3 A resolution approved by a majority or specific majority of the Members has the same force and effect as such a resolution passed in a general meeting

7 STUDENT COMMUNITY AND STUDENT ASSOCIATES

7.1 Composition of the Student Community

The Student Community consists of Student Members and Student Associates.

7.2 Admission to the Student Community

7.2.1 Student Members are automatically admitted to the Student Community upon admission as Student Members and remain a part of the Student Community until their membership ceases.

7.2.2 The Board may by resolution invite any Student residing or attending school in Victoria to be a part of the Student Community as a Student Associate.

7.2.3 If the invitation is accepted the individual concerned is awarded and recognised as a Student Associate from the date of accepting the invitation

7.2.4 The Board may establish Regulations to admit Students to the Student Community as Student Associates via alternative means in lieu of the process set out under clauses 7.2.2 and 7.2.3

7.2.5 The name and email address of the Student Associate, and the date of becoming a part of the Student Community must be entered in the register of Student Associates, which is separate to the register of Members.

7.3 Student Associates

7.3.1 are a part of the Student Community;

7.3.2 are not Members;

7.3.3 may be invited by the Board to attend but not speak or vote at any general meeting of the Company;

7.3.4 may be invited by the Board to attend certain events hosted by the Company which are not open to the general public;

7.3.5 have such other rights not inconsistent with this clause 7 as the Board may determine from time to time; and

7.3.6 will cease to be a Student Associate:

(a) if so determined by the Board in its absolute discretion, without the need to provide any reasons for doing so.

(b) automatically, if they cease to be eligible as a Student residing or attending school in Victoria.

8 STUDENT EXECUTIVE ADVISORY COMMITTEE

8.1 Structure of Student Executive Advisory Committee

The Student Executive Advisory Committee will comprise between 10 and 18 Students elected annually by and from the Student Community in accordance with clause 8.3.

8.2 Composition of Student Executive Advisory Committee

The Student Members may by ordinary resolution determine the composition of the Student Executive Advisory Committee. In the absence of any ordinary resolution, the Student Executive Advisory Committee must, as far as practicable, comprise:

- 8.2.1 at least five (5) Students who are schooled outside Greater Metropolitan Melbourne;
- 8.2.2 at least five (5) Students who are schooled within Greater Metropolitan Melbourne;
- 8.2.3 at least three (3) Students who identify as male;
- 8.2.4 at least three (3) Students who identify as female;
- 8.2.5 at least three (3) Students who identify as neither male nor female;
- 8.2.6 at least two (2) Students who attend a Catholic school;
- 8.2.7 at least two (2) Students who attend an independent school; and
- 8.2.8 at least two (2) Students who attend a Government school.

If the above quotas cannot be met due to lack of candidates matching the quota criteria, then the returning officer may return a result where that quota is not met.

8.3 Election of Student Representatives

- 8.3.1 Nominations of candidates for election as a Student Representative must be signed by the candidate and must abide by the guidelines set by the returning officer.
- 8.3.2 If the number of nominations of candidates for election does not exceed the number of vacancies, those candidates will be declared elected at the annual general meeting.
- 8.3.3 If candidates are not declared elected pursuant to clause 8.3.2, then balloting lists containing candidate names must be sent to each Student Member and Student Associate at least 5 days before the annual general meeting.
- 8.3.4 The returning officer appointed by the Board on the recommendation of the Student Executive Advisory Committee must declare the election result at the annual general meeting.

8.4 Eligibility to be a Student Representative

A person is eligible to become a Student Representative if they:

- 8.4.1 are a Student Member or a Student Associate attending a secondary school; and

- 8.4.2 have never been terminated from the Student Executive Advisory Committee in accordance with clause 8.12

8.5 **Role of the Student Executive Advisory Committee**

The role of the Student Executive Advisory Committee is to advise the Board in relation to:

- 8.5.1 strategic direction, recruitment and performance management of the Chief Executive Officer, advocacy priorities and policy position, stakeholder engagement, and core activities.
- 8.5.2 good governance, financial accountability, legal compliance, risk management and privacy obligations,

provided that the Student Executive Advisory Committee does not have power to bind the Company and the Board has ultimate legal responsibility for the Company's affairs.

8.6 **Ex-officio members of the Student Executive Advisory Committee**

A Trustee nominated by the Board and the Chief Executive Officer will be ex-officio members of the Student Executive Advisory Committee, but will not have the right to vote.

8.7 **Term of office of Student Representative**

A Student Representative holds office for a term of one Year:

- 8.7.1 commencing immediately after the annual general meeting at which their election was declared;
- 8.7.2 concluding at the end of the next annual general meeting after the one at which they were declared elected.

8.8 **Casual vacancies**

If a casual vacancy occurs for any Student Representative office, the Student Executive Advisory Committee may appoint another eligible person in their place until the end of the next annual general meeting.

8.9 **Office bearers**

The Student Executive Advisory Committee may elect and remove such office bearers with titles determined from time to time by the Student Executive Advisory Committee, provided that the office bearer titles must be distinct from those determined by the Board under clause 9.9.

8.10 **Resignation of Student Representative**

- 8.10.1 A Student Representative may resign their membership of the Student Executive Advisory Committee by written notice to the Student Executive Advisory Committee.
- 8.10.2 The resignation takes effect when the Student Executive Advisory Committee receives the Student Representative's notice or on a later date specified in the notice.

8.11 **Ceasing to be a Student Representative**

- 8.11.1 The Members may remove any Student Representative by ordinary resolution.

- 8.11.2 A person automatically ceases to be a Student Representative if the Student Representative:
- (a) ceases to be a Student residing or attending school in Victoria;
 - (b) dies or is physically incapable of fulfilling their role as a Student Representative;
 - (c) engages in a sex related offence or a crime, including sexual assault (whether against an adult or child), child pornography, or an indecent act involving a child;
- 8.11.3 Outside of the reasons listed in clause 8.11.2, an individual does not automatically cease to be a Student Representative if they cease to be a Student Member or Student Associate. They must additionally resign as a Student Representative in accordance with clause 8.10 or be terminated in accordance with clause 8.12.

8.12 **Disciplining Student Representatives**

The Student Executive Advisory Committee may warn, censure, suspend or terminate a Student Representative if the Student Representative:

- 8.12.1 engages in misconduct, as specified in a Misconduct Policy set by the Student Executive Advisory Committee, subject to:
- (a) the decision being made by two-thirds majority of all Student Representatives, whether or not they are all present and voting;
 - (b) the Student Representative being afforded a reasonable opportunity to respond, in accordance with a Misconduct Policy set by the Student Executive Advisory Committee, to the Student Executive Advisory Committee's allegations; and
 - (c) the Student Representative's appeal rights (if any) set out in a Misconduct Policy set by the Student Executive Advisory Committee.

(In the absence of a Misconduct Policy set by the Student Executive Advisory Committee, misconduct is taken to refer to **Unacceptable Conduct**.)

- 8.12.2 refuses or neglects to comply with the provisions of this Constitution or the Regulations; or
- 8.12.3 is found guilty by a court of an indictable offence; or
- 8.12.4 has a debt to the Company which remains unpaid for six months or more.

8.13 **Meeting procedures**

The Student Executive Advisory Committee may meet to consider business, adjourn and otherwise regulate its meetings as it thinks fit, and may establish a charter, procedures or other documents for that purpose.

9 **BOARD**

9.1 **Structure of Board**

The Board will comprise between 3 and 6 Trustees elected by the Members in accordance with clause 9.3.

9.2 **Staggering of terms of office**

The terms of office of Trustees will be staggered as follows:

- 9.2.1 2 will be declared elected at the 2020 annual general meeting (and so on);
- 9.2.2 2 will be declared elected at the 2021 annual general meeting (and so on); and
- 9.2.3 2 will be declared elected at the 2022 annual general meeting (and so on).

9.3 **Election of Trustees**

- 9.3.1 Nominations of candidates for election as a Trustee must be signed by the candidate, contain a consent to act as a Trustee signed by the candidate, and must be received at least 14 days before the annual general meeting.
- 9.3.2 If the number of nominations of candidates for election does not exceed the number of vacancies, those candidates will be declared elected at the annual general meeting. However, where vacancies are for different terms of office, an election must proceed to determine which candidates receive which terms of office.
- 9.3.3 If candidates are not declared elected pursuant to clause 9.3.2, then balloting lists containing candidate names must be sent to each Student Member at least 5 days before the annual general meeting.
- 9.3.4 Vacancies (from longest to shortest term of office) will be filled by candidates with the most votes according to the election system previously approved by the Board.
- 9.3.5 The returning officer appointed by the Board must declare the election result at the annual general meeting.

9.4 **Eligibility to be a Trustee**

A person is eligible to become a Trustee if they:

- 9.4.1 are over the age of 18 years;
- 9.4.2 consent in writing to become a company director;
- 9.4.3 are not prohibited, disqualified or otherwise prevented from being a company director under the Corporations Act or Relevant Laws; and
- 9.4.4 are not an employee of the Company.

9.5 **Limits on period of office as a Trustee**

If a Trustee has served 9 Years or more continuously, then the Trustee may finish serving their current term of office but does not become eligible to be elected or appointed (whether or not to a casual vacancy) until they have not been a Trustee for a subsequent continuous period of 3 Years.

9.6 **Term of office of Trustees**

A Trustee holds office for a term of three Years:

- 9.6.1 commencing immediately after the annual general meeting at which their election was declared;

- 9.6.2 concluding at the end of the third annual general meeting after the one at which they were declared elected.

9.7 **Casual vacancies**

- 9.7.1 If a casual vacancy occurs for any Trustee office, the Board may appoint another eligible person in their place until the end of the next annual general meeting. The Members must then elect a person to fill the Trustee in accordance with clause 9.3. The person elected will serve only for the balance of the term of the original Trustee.
- 9.7.2 The Board may continue to act despite vacancies on the Board. However, if there are less than 3 Trustees, the Board may only:
- (a) act in the case of emergencies;
 - (b) appoint persons to fill casual vacancies; or
 - (c) convene a general meeting.

9.8 **Observers**

- 9.8.1 The Board must invite Observers to Board proceedings (in this Constitution referred to as “**Observers**”):
- (a) the Chief Executive Officer; and
 - (b) two Student Representatives.
- 9.8.2 At the invitation of the Board, an Observer may contribute to and participate in the proceedings of the Board but shall not have a vote.

9.9 **Office bearers**

The Board may elect and remove the following office bearers from the Trustees:

- 9.9.1 Chair;
- 9.9.2 Deputy Chair; and
- 9.9.3 such other office bearers with titles determined from time to time by the Board.

9.10 **Resignation of Trustees**

- 9.10.1 A Trustee may resign as Trustee by written notice to the Company.
- 9.10.2 The resignation takes effect when the Company receives the Trustee’s notice or on a later date specified in the notice.

9.11 **Ceasing to be a Trustee**

- 9.11.1 The Members may remove any Trustee in accordance with the Corporations Act.
- 9.11.2 A trusteeship automatically ceases if the Trustee:
- (a) dies or is physically incapable of fulfilling their duties as a Trustee;

- (b) becomes disqualified from being a Trustee pursuant to the Corporations Act or Relevant Laws;
- (c) for more than 6 months is absent without Board permission from Board meetings held during that period;
- (d) engages in a sex related offence or a crime, including sexual assault (whether against an adult or child), child pornography, or an indecent act involving a child;
- (e) becomes a bankrupt or makes any arrangement or composition with personal creditors generally; or
- (f) 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.

9.12 Trustee remuneration and reimbursement

- 9.12.1 Despite clause 3, the Trustees may be paid reasonable remuneration approved by the Members in general meeting for undertaking the ordinary duties of a Trustee. The Trustees must not otherwise be paid any other remuneration for those duties.
- 9.12.2 Despite clause 3, the Trustees may be reimbursed for reasonable travel and other expenses incurred by them when engaged in the Company's business, attending meetings or otherwise in carrying out the duties of a Trustee where payment does not exceed any amount previously approved by the Board.
- 9.12.3 Despite clause 3, the Trustees may be paid for any service rendered to the Company in a professional or technical capacity outside the scope of the Trustee's ordinary duties where:
 - (a) the service and amount payable is on reasonable and proper terms; and
 - (b) the provision of that service has the Board's prior approval.

9.13 Initial Board

- 9.13.1 The initial Trustees of the Company are those persons named in the application to the Australian Securities and Investments Commission to register the Company.
- 9.13.2 At the first Board meeting following the Company's registration, the Board must by agreement, or in the absence of agreement by drawing lots, determine which initial Trustees will serve the following terms:
 - (a) 2 will serve a term of 3 Years;
 - (b) 2 will serve a term of 2 Years; and
 - (c) 2 will serve a term of 1 Year.

10 BOARD POWERS

10.1 Legal responsibility for management vests in Board

- 10.1.1 The Board is responsible for the governance, business and affairs of the Company. In addition to the specific powers conferred on the Board by this Constitution, the Board may exercise all the Company's powers which are not by the Corporations

Act, Relevant Laws or this Constitution required to be exercised by the Members in general meeting.

10.1.2 The powers under clause 10.1.1 are subject to:

- (a) a requirement that the Board must consider the advice and wishes of the Student Executive Advisory Committee, and that the Board endeavour to exercise its discretion to accept and accede to that advice and wishes except where doing so would be illegal, contrary to laws, pose a serious financial or legal risk to the Company, or would otherwise result in the Trustees breaching their fiduciary obligations to the Members, provided that this clause 10.1.2(a) is not intended to make the Student Executive Advisory Committee a body in accordance with whose instructions or wishes the Board is accustomed to act;
- (b) this Constitution;
- (c) the Corporations Act and Relevant Laws; and
- (d) such resolution, not being inconsistent with those provisions, as may be passed by the Members in general meeting.

10.1.3 A resolution under clause 10.1.2 does not invalidate any prior act of the Board which would have been valid before the resolution was passed or made.

10.2 **Power to delegate**

10.2.1 The Board may delegate its powers and functions in writing to:

- (a) an officer or employee of the Company; or
- (b) a committee under clause 12.

10.2.2 The Board may amend or revoke the terms of its delegation at any time.

10.3 **Power to appoint Chief Executive Officer**

10.3.1 The Board may appoint a Chief Executive Officer on such terms and conditions as the Board determines from time to time.

10.3.2 The Board may remove a Chief Executive Officer, subject to the terms of any agreement between the Company and the Chief Executive Officer.

10.3.3 The Chief Executive Officer is entitled to attend Board meetings and general meetings, if so directed by the Board from time to time.

10.3.4 The Chief Executive Officer will have the responsibilities determined by the Board in consultation with the Student Executive Advisory Committee.

10.4 **Power to appoint Company Secretary**

10.4.1 The Board must appoint at least one Company Secretary on such terms and conditions as the Board determines from time to time.

10.4.2 The Company Secretary may, but need not, be a Trustee or the Chief Executive Officer.

10.4.3 A Company Secretary may attend Board meetings and general meetings, if so directed by the Board from time to time.

10.4.4 The Company Secretary will have the responsibilities set out in the Corporations Act and Relevant Laws.

10.5 **Power to make Regulations**

10.5.1 The Board may from time to time make, vary and rescind Regulations in relation to the Company.

10.5.2 The Regulations for the time being in force, and which are not inconsistent with this Constitution, are binding on Members and have full effect accordingly.

11 **BOARD MEETINGS**

Subject to this clause 11, the Board may meet to consider business, adjourn and otherwise regulate its meetings as it thinks fit.

11.1 **Number of meetings**

The Board must meet at least 4 times per year.

11.2 **Convening meetings**

The Company Secretary must arrange a Board meeting:

11.2.1 at the request of the Chair; or

11.2.2 on the requisition of 2 or more Trustees.

11.3 **Notice of meeting**

11.3.1 At least 5 days' notice of any Board meeting must be given unless the Board decides otherwise or in emergencies.

11.3.2 The notice must specify the business to be transacted. The Board may only transact business of a routine nature unless notice of any other business has been given either in the notice convening the meeting or in some other notice given at least 3 days' before the meeting.

11.3.3 The decision of the meeting chair as to whether business is routine is conclusive.

11.4 **Quorum**

11.4.1 The quorum for a Board meeting is a simple majority of the Trustees entitled to attend and vote. A meeting at which a quorum is present may exercise all powers and discretions of the Board.

11.4.2 If a Board meeting is adjourned due to lack of quorum, the Chair must set a further date for the adjourned meeting.

11.5 **Meeting chair**

11.5.1 The Chair may chair a Board meeting.

11.5.2 If the Chair is absent the Deputy Chair may chair.

- 11.5.3 In the absence of the Chair and the Deputy Chair, the Trustees may appoint a meeting chair from among their number.

11.6 **Voting**

- 11.6.1 Each Trustee present are entitled to vote at a Board meeting has one vote. Proxy voting and alternate Trustees are not permitted.
- 11.6.2 Questions arising at a Board meeting must be decided by a majority of votes. Such a decision is for all purposes a decision of the Board.
- 11.6.3 In the event of an equality of votes the meeting chair has a second or casting vote.

11.7 **Use of technology**

The Board may hold a technology enabled meeting if:

- 11.7.1 all Trustees (other than any Trustees on leave of absence) have access to the technology to be used for the meeting; and
- 11.7.2 those Trustees participating by technological means can hear, or can hear and read the communications of all other participating Trustees.

11.8 **Circulating resolutions**

- 11.8.1 A written resolution signed or approved by technological means (other than any Trustee on leave of absence) is taken to be a decision of the Board passed at a Board meeting convened and held.
- 11.8.2 The written resolution may consist of:
- (a) several documents in the same form, each signed by one or more Trustees and, such a resolution takes effect when the last Trustee signs such a document; or
 - (b) permanent records indicating the identity of each Trustee, the text of the resolution and the Trustee's agreement or disagreement to the resolution, as the case may be, and such a resolution takes effect when the last Trustee indicates their approval.

11.9 **Conflicts and personal interests**

- 11.9.1 A Trustee who has a material personal interest in a matter that relates to the Company's affairs must give the other Trustees written notice of the interest unless the Corporations Act or Relevant Laws require otherwise.
- 11.9.2 To the maximum extent required by Law, a Trustee who has a material personal interest in a matter that is being considered by the Board must not be present while the matter is being considered, or vote on the matter.

11.10 **Minutes**

- 11.10.1 The Board must ensure that minutes of all proceedings of general, Board, committee meetings (and meetings of any other Board entity) are recorded in a minute book within one month after the relevant meeting is held.
- 11.10.2 The minutes must be signed by the meeting chair at which the proceedings took place or by the meeting chair of the next succeeding meeting.

- 11.10.3 Minutes entered and signed are prima facie evidence of the proceedings to which they relate.

11.11 Validity of acts / procedural defects

- 11.11.1 A Board act or decision will not be invalid by reason only of a defect or irregularity in connection with the election or appointment of a Trustee.
- 11.11.2 For entered and signed minutes, unless the contrary is proved:
- (a) the meeting is deemed to have been convened and held;
 - (b) all proceedings that are recorded in the minutes as having taken place are deemed to have taken place; and
 - (c) all appointments that are recorded in the minutes as having been made are deemed to have been validly made.

12 COMMITTEES

12.1 Board's power to establish committees

The Board may establish committees as follows:

- 12.1.1 a committee will comprise two or more committee members, of which at least one must be a Trustee;
- 12.1.2 the committee members otherwise need not be a Trustee or Member;
- 12.1.3 the committee has the purpose set out in its charter approved by the Board, and may undertake the powers and functions delegated to it by the Board; and
- 12.1.4 in the absence of any provision in the committee charter, meetings and proceedings of any committee are governed by the provisions of clause 11.

13 ADMINISTRATION

13.1 Change of name

- 13.1.1 The Members may change the Company's name by special resolution in accordance with the Corporations Act. Such a resolution authorises the Board to update all references to the Company's name in this Constitution.
- 13.1.2 Despite clause 13.1.1, the Board may apply under the Corporations Act to omit from or reinstate "Limited" in its name.

13.2 Amendment of Constitution

- 13.2.1 The Members may amend this Constitution by special resolution in accordance with the Corporations Act and Relevant Laws.
- 13.2.2 If the Company is registered under Relevant Laws, a special resolution under clause 13.2.1 (unless it expressly provides otherwise) does not take effect if it would cause the Company to lose any entitlements to registration under Relevant Laws.

13.3 **Accounts**

The Board must cause:

- 13.3.1 proper accounting and other records to be kept in accordance with the requirements of the Corporations Act and Relevant Laws, and
- 13.3.2 financial statements to be made and laid before each annual general meeting as required by the Corporations Act and Relevant Laws.

13.4 **Audits**

A properly qualified auditor must be appointed and the auditor's duties regulated in accordance with the requirements of the Corporations Act and Relevant Laws.

13.5 **Records and inspection**

A Member is not entitled to inspect any document of the Company, except as provided by law or authorised by the Board.

13.6 **Service of notices**

- 13.6.1 Notices must be in writing and may be given by the Company to any Member:
 - (a) in person;
 - (b) by sending it by post to the Member at the Member's registered address; or
 - (c) by sending it to the address, facsimile number, email address or other address supplied for receiving notices.
- 13.6.2 A notice sent by post is deemed to have been given 6 Business Days after it was posted. A notice sent by fax, or by other electronic means, is deemed to have been given on the next business day after it was sent.

13.7 **Indemnity of officers**

- 13.7.1 The Company indemnifies current and former Trustees (**Indemnified Officer**) out of its assets against any Liability incurred by the Indemnified Officer in or arising out of:
 - (a) the conduct of the Company's affairs or business; or
 - (b) the discharge of the Indemnified Officer's duties.
 but only to the extent that:
 - (c) the Indemnified Officer has acted in good faith and is not otherwise entitled or actually indemnified by a third party;
 - (d) the Company is not precluded by Law from doing so; and
 - (e) the Liability is not a cost or expense for an unsuccessful application to a Court for relief under the Corporations Act, or the defence of civil or criminal proceedings where judgement is given against the Indemnified Officer or in which the Indemnified Officer is not acquitted.

13.7.2 The Company may execute any deed in favour of any Indemnified Officer to confirm the indemnities conferred by clause 13.7.1 in relation to that person.

13.7.3 Clause 13.7.1 applies whether or not any deed is executed under clause 13.7.2.

13.8 **Insurance**

13.8.1 The Company may pay or agree to pay premiums for directors and officers insurance to insure Indemnified Officers against any Liability incurred by the Indemnified Officer referred to in clause 13.7.

13.8.2 The Company may execute any deed in favour of any Indemnified Officer to take out insurance referred to in clause 13.8.1, on such terms as the Board considers appropriate.

13.9 **Seal**

13.9.1 The Board will determine whether or not the Company is to have a seal (known as the common seal) and, if so, will provide for the safe custody of such seal.

13.9.2 The seal, if any, of the Company may only be affixed to any instrument with the Board's authority.

13.9.3 The affixing of the seal must be attested by the signatures of persons authorised by the Board for that purpose.