

# Constitution

**University Of Melbourne Graduate Student  
Association Inc.**

**ABN 11 274 192 974**

*An association incorporated under the *Associations  
Incorporation Reform Act 2012 (Vic)**

## Table of Contents

<b>1</b>	<b>Name of the Association</b> .....	<b>1</b>
<b>2</b>	<b>Type of Association</b> .....	<b>1</b>
<b>3</b>	<b>Model Rules</b> .....	<b>1</b>
<b>4</b>	<b>Definitions and Interpretation</b> .....	<b>1</b>
	4.1 Definitions .....	1
	4.2 Interpretation .....	4
<b>5</b>	<b>Objects</b> .....	<b>4</b>
	5.1 Objects .....	4
	5.2 Powers.....	4
	5.3 Income and Property .....	5
	5.4 Remuneration of Directors.....	5
	<b>MEMBERSHIP</b> .....	<b>5</b>
<b>6</b>	<b>Admission to Membership</b> .....	<b>5</b>
	6.1 Eligibility for Membership.....	5
	6.2 Benefits.....	5
<b>7</b>	<b>Classes of Membership</b> .....	<b>6</b>
<b>8</b>	<b>Applications for Membership</b> .....	<b>7</b>
<b>9</b>	<b>Membership Entitlements Not Transferable</b> .....	<b>7</b>
<b>10</b>	<b>Entrance Fee and Subscriptions</b> .....	<b>7</b>
<b>11</b>	<b>Cessation of Membership</b> .....	<b>8</b>
<b>12</b>	<b>Termination of Membership by Association</b> .....	<b>8</b>
	12.1 Special General Meeting .....	8
	12.2 Member Referral.....	9
<b>13</b>	<b>Disciplining of Members by Board</b> .....	<b>9</b>
<b>14</b>	<b>Disciplinary Committee</b> .....	<b>9</b>
<b>15</b>	<b>Resolution of Disputes Between Members</b> .....	<b>10</b>
	<b>GENERAL MEETINGS</b> .....	<b>11</b>
<b>16</b>	<b>Convening of General Meetings</b> .....	<b>11</b>
	16.1 Convening of General Meetings by Board.....	11
	16.2 Convening of General Meetings by Members .....	11
	16.3 Use of Technology.....	11
<b>17</b>	<b>Notice of General Meeting</b> .....	<b>12</b>
<b>18</b>	<b>Cancellation or Postponement of General Meeting</b> .....	<b>12</b>
	<b>PROCEEDINGS AT GENERAL MEETINGS</b> .....	<b>13</b>
<b>19</b>	<b>Quorum</b> .....	<b>13</b>
<b>20</b>	<b>Chairperson</b> .....	<b>13</b>
<b>21</b>	<b>Adjournments</b> .....	<b>13</b>

<b>22</b>	<b>Determination of Questions .....</b>	<b>14</b>
<b>23</b>	<b>Polls .....</b>	<b>14</b>
<b>24</b>	<b>Voting Rights .....</b>	<b>14</b>
<b>25</b>	<b>Disqualification .....</b>	<b>14</b>
<b>26</b>	<b>Objection to Qualification to Vote.....</b>	<b>15</b>
<b>27</b>	<b>Persons Lacking Mental Capacity and Minors .....</b>	<b>15</b>
<b>28</b>	<b>No Casting Vote.....</b>	<b>15</b>
<b>29</b>	<b>Right of Non-Members to Attend General Meeting .....</b>	<b>15</b>
	<b>PROXIES .....</b>	<b>15</b>
<b>30</b>	<b>Right to Appoint Proxies .....</b>	<b>15</b>
	<b>APPOINTMENT AND REMOVAL OF DIRECTORS .....</b>	<b>15</b>
<b>31</b>	<b>Number and Appointment of Directors .....</b>	<b>15</b>
	31.1 Board .....	15
	31.2 Number of Directors .....	16
	31.3 Composition of Board .....	16
	31.4 Initial Board.....	16
	31.5 Appointed Directors .....	17
	31.6 Graduate Students' Council Directors .....	17
	31.7 Term .....	17
	31.8 Consecutive Term .....	17
	31.9 Office Bearers.....	18
<b>32</b>	<b>General Right to Appoint and Remove Directors.....</b>	<b>18</b>
<b>33</b>	<b>Vacation of Office .....</b>	<b>18</b>
<b>34</b>	<b>Filling of Vacancies on the Board.....</b>	<b>19</b>
	34.1 Appointed Directors .....	19
	34.2 Graduate Students' Council President .....	19
	34.3 Graduate Students' Council Director .....	19
<b>35</b>	<b>Acting Office Bearers.....</b>	<b>20</b>
<b>36</b>	<b>Alternate Directors .....</b>	<b>20</b>
	<b>POWERS AND DUTIES OF DIRECTORS .....</b>	<b>20</b>
<b>37</b>	<b>Powers of Directors.....</b>	<b>20</b>
<b>38</b>	<b>Negotiable Instruments.....</b>	<b>20</b>
<b>39</b>	<b>Conferment of Powers .....</b>	<b>20</b>
	<b>DIRECTORS' DISCLOSURE OF INTEREST .....</b>	<b>21</b>
<b>40</b>	<b>Contracts.....</b>	<b>21</b>
	<b>PROCEEDINGS OF DIRECTORS.....</b>	<b>22</b>
<b>41</b>	<b>Meetings of Directors.....</b>	<b>22</b>
<b>42</b>	<b>Quorum.....</b>	<b>22</b>
<b>43</b>	<b>Chairperson .....</b>	<b>22</b>
<b>44</b>	<b>Voting .....</b>	<b>23</b>

---

<b>45</b>	<b>Resolutions by Directors .....</b>	<b>23</b>
<b>46</b>	<b>Committee .....</b>	<b>23</b>
	46.1 Committees .....	23
	46.2 Graduate Students' Council.....	24
	46.3 Appointments Committee .....	26
	46.4 Disciplinary Committee .....	26
<b>47</b>	<b>Validation of Acts of Directors .....</b>	<b>26</b>
	<b>MINUTES .....</b>	<b>27</b>
<b>48</b>	<b>Minutes .....</b>	<b>27</b>
	<b>BY-LAWS.....</b>	<b>27</b>
<b>49</b>	<b>By-Laws.....</b>	<b>27</b>
	<b>EXECUTION OF DOCUMENTS .....</b>	<b>28</b>
<b>50</b>	<b>Execution of Documents .....</b>	<b>28</b>
	<b>ACCOUNTS AND INSPECTION OF RECORDS .....</b>	<b>28</b>
<b>51</b>	<b>Accounts and Inspection.....</b>	<b>28</b>
	<b>NOTICES.....</b>	<b>28</b>
<b>52</b>	<b>Service of Notices .....</b>	<b>28</b>
	<b>AMENDMENTS.....</b>	<b>29</b>
<b>53</b>	<b>Constitution .....</b>	<b>29</b>
	<b>COMMON SEAL .....</b>	<b>29</b>
<b>54</b>	<b>Common Seal.....</b>	<b>29</b>
	<b>WINDING UP.....</b>	<b>29</b>
<b>55</b>	<b>Winding Up.....</b>	<b>29</b>
	<b>INDEMNITY.....</b>	<b>30</b>
<b>56</b>	<b>Indemnity.....</b>	<b>30</b>
<b>57</b>	<b>Payment of Indemnity Policy Premium .....</b>	<b>30</b>
<b>58</b>	<b>Indemnity to Continue.....</b>	<b>31</b>

---

## 1 Name of the Association

---

The name of the Association is University of Melbourne Graduate Student Association Inc.

## 2 Type of Association

---

The Association is an incorporated association incorporated in Victoria.

## 3 Model Rules

---

This Constitution displaces the Model Rules to the extent that it is inconsistent with any Model Rules.

## 4 Definitions and Interpretation

---

### 4.1 Definitions

In this Constitution, unless there is something in the subject or context which is inconsistent:

- (a) **ACNC Act** means *Australian Charities and Not-for-profits Commission Act 2012* (Cth).
- (b) **ACNC Regulation** means *Australian Charities and Not-for-profits Commission Amendment Regulation 2013* (Cth).
- (c) **Act** means the *Associations Incorporation Reform Act 2012* (Vic).
- (d) **AGM** means annual general meeting.
- (e) **Alternate Director** means a person of a Director's choosing who sits on the Board in that Director's place in the event that the Director cannot attend a meeting.
- (f) **Appointed Director** means a person appointed as a Director pursuant to **clause 31.5(a)**.
- (g) **Appointments Committee** means the Committee formed pursuant to **clause 46.1(a)(ii)**.
- (h) **Association** means University of Melbourne Graduate Student Association Inc.
- (i) **Association Secretary** means the person appointed to that position pursuant to **clause 31.9(a)(ii)**, and includes any assistant or acting secretary.
- (j) **Board** means the board of Directors of the Association.
- (k) **Business Day** means a day that is not a Saturday, Sunday or public holiday in Victoria.
- (l) **By-Laws** means the by-laws adopted and amended by the Board from time to time in accordance with **clause 49**.
- (m) **Chair** means a Director appointed to that position pursuant to **clause 31.9(a)(i)**, and includes any assistant or acting Chair.
- (n) **Chairperson** means the person holding that office under this Constitution and includes any assistant or acting chairperson.

- (o) **Committee** means a committee of the Board established in accordance with **clause 46**, but does not mean the same as a committee as defined in the Act.
- (p) **Constitution** means this constitution as amended or supplemented from time to time.
- (q) **Council** means the Graduate Students' Council, being the Committee formed pursuant to **clause 46.1(a)(i)**.
- (r) **Council Director** means a Graduate Students' Council Director, being:
  - (i) the Council President; or
  - (ii) a person on the Council who has been elected pursuant to **clause 31.6**.
- (s) **Council President** means the Graduate Students' Council President, being the person holding that position as referred to in **clause 46.2(h)**.
- (t) **Council Vice President** means the Graduate Students' Council Vice-President, being the person holding that position as referred to in **clause 46.2(h)**.
- (u) **Director** means any person holding the position of a director of the Association (and includes both Appointed Directors and Council Directors) and **Directors** means the directors for the time being of the Association or, as the context permits, such number of them as have authority to act for the Association.
- (v) **Director Present** means, in connection with a meeting of the Board, a Director being present in person or by conference.
- (w) **Disciplinary Committee** means the Committee established pursuant to **clause 46.1(a)(iii)** for the purpose of conducting disciplinary proceedings against a Member.
- (x) **Disciplinary Resolution** means a resolution passed pursuant to:
  - (i) **clause 12.1(a)**;
  - (ii) **clause 12.2(c)**, to refer a matter to the Disciplinary Committee; or
  - (iii) **clause 13(b)**.
- (y) **Electoral Regulations** means the By-Laws of the Association with that title.
- (z) **Entrance Fee** means the entrance fee payable by Members pursuant to **clause 10**.
- (aa) **Graduate Student** means a student enrolled and engaged in postgraduate study at the University of Melbourne.
- (bb) **Leave of Absence** means an approved break that a student has been granted by the University from a postgraduate course.
- (cc) **Meeting Request** means a written request from Members pursuant to **clause 16.2(a)** to hold a general meeting.
- (dd) **Member** means a member of the Association pursuant to **clause 6** and **clause 7** and **Membership** has the corresponding meaning.
- (ee) **Member Present** means, in connection with a meeting of Members, a Voting Member being present in person or by conference.
- (ff) **Model Rules** mean the model rules applicable to an incorporated association incorporated in Victoria pursuant to the Act and the Regulations.

- (gg) **Objects** means the objects of the Association as set out in **clause 5.1**.
- (hh) **Office** means the registered address for the time being of the Association.
- (ii) **Office Bearer** means a person holding any of the offices specified in **clause 31.9**.
- (jj) **Officer** means:
- (i) a Director;
  - (ii) a person:
    - (A) who makes, or participates in making, decisions that affect the whole, or a substantial part, of the business of the Association;
    - (B) who has the capacity to affect significantly the Association's financial standing; or
    - (C) in accordance with whose instructions or wishes the Board is accustomed to act (excluding advice given by the person in the proper performance of functions attaching to the person's professional capacity or their business relationship with the Directors or the Association);
  - (iii) receiver, or receiver and manager, of the property of the Association;
  - (iv) an administrator of the Association;
  - (v) a liquidator of the Association; or
  - (vi) a trustee or other person administering a compromise or arrangement made between the Association and someone else.
- (kk) **Register** means the register of Members to be kept pursuant to the Act.
- (ll) **Regulations** means *Associations Incorporation Reform Regulations 2012 (Vic)*.
- (mm) **Representation** means speaking and acting on behalf of the graduate student body at the University of Melbourne and includes but is not limited to attending forums relevant to students, leading campaigns for the benefit of graduate students and attend meetings with the University of Melbourne in a representative capacity.
- (nn) **Special Resolution** has the meaning given to it by the Act.
- (oo) **Student Union** means UMSU Incorporated (ABN 78 125 531 707), an incorporated association incorporated in Victoria.
- (pp) **Subscription** means the subscription fees payable by Members pursuant to **clause 10**.
- (qq) **University** means University of Melbourne (ABN 84 002 705 224).
- (rr) **Voting Members** are Members who:
- (i) are entitled to vote pursuant to **clause 7**; and
  - (ii) have paid any payable Entrance Fee and annual Subscription within the time limits specified in **clause 11(a)(vii)**, namely, at the latest, within thirty (30) days after having been notified by the Association that the Voting Member is in arrears to the Association.

## 4.2 Interpretation

In this Constitution, unless there is something in the subject or context which is inconsistent:

- (a) the singular includes the plural and vice versa;
- (b) each gender includes the other two genders;
- (c) the word **person** means a natural person and any partnership, association, body or entity whether incorporated or not;
- (d) the words **writing** and **written** include any other mode of representing or reproducing words, figures, drawings or symbols in a visible form;
- (e) where any word or phrase is defined, any other part of speech or other grammatical form of that word or phrase has a cognate meaning;
- (f) a reference to any clause or schedule is to a clause or schedule of this Constitution;
- (g) a reference to any statute, proclamation, rule, code, regulation or ordinance includes any amendment, consolidation, modification, re-enactment or reprint of it or any statute, proclamation, rule, code, regulation or ordinance replacing it;
- (h) if an expression is used in a particular Part or Division of the Act and is given a special meaning for the purposes of that Part or Division then that expression will carry the same meaning in this Constitution if referring to a matter dealt with by that Part or Division, unless the contrary intention appears; and
- (i) headings do not form part of or affect the construction or interpretation of this Constitution.

## 5 Objects

### 5.1 Objects

The Association is a charitable institution established for the advancement of education. The Association will achieve its object by:

- (a) advancing the interests and welfare of graduate students;
- (b) representing and promoting the interests of graduate students within the University and to the community;
- (c) promoting academic and professional support services for graduate students;
- (d) fostering a sense of community amongst graduate students;
- (e) supporting equity and the engagement of the diverse graduate student body in the life of the University; and
- (f) anything ancillary to the objects set out in **clauses 5.1(a) to 5.1(e)**.

### 5.2 Powers

The Association can only exercise the powers in section 30 of the Act to:

- (a) carry out the Objects of the Association; and
- (b) do all things incidental or convenient in relation to the exercise of power under **clause 5.2(a)**.



### 5.3 Income and Property

- (a) The income and property of the Association will only be applied towards the promotion of the Objects of the Association.
- (b) No income or property of the Association will be paid, transferred or distributed, directly or indirectly, by way of dividend, bonus or otherwise to any Member of the Association. However nothing in this Constitution will prevent payment in good faith to a Member:
  - (i) in return for any services rendered or goods supplied in the ordinary and usual course of business to the Association;
  - (ii) of interest at a rate not exceeding current bank overdraft rates of interest for moneys lent to the Association; or
  - (iii) of reasonable and proper rent for premises leased by any Member to the Association.

### 5.4 Remuneration of Directors

A Director may be paid:

- (a) such remuneration, and on such conditions, as the Board thinks fit, so long as the remuneration is not more than an amount which is commercially reasonable for a charity;
- (b) out of pocket expenses incurred by the Director in the performance of any duty as a Director where the amount payable does not exceed an amount previously approved by the Board; and
- (c) for any service rendered to the Association by the Director in a professional or technical capacity, other than in the capacity as a Director, where the provision of the service has the prior approval of the Board and where the amount payable is approved by the Board and is not more than an amount which commercially would be reasonable for the service.

## MEMBERSHIP

### 6 Admission to Membership

#### 6.1 Eligibility for Membership

Any person is eligible to apply to become a Member if the person:

- (a) satisfies the criteria for the relevant class of Membership in accordance with **clause 7**;
- (b) supports the Objects of the Association and agrees to comply with the terms of this Constitution and any code of conduct which the Board may produce from time to time;
- (c) lodges an application form in accordance with **clause 8**; and
- (d) subject to **clause 10(d)**, pays the Entrance Fee if applicable in accordance with **clause 10**.

#### 6.2 Benefits

- (a) Each Voting Member will be entitled to vote at all general meetings.

- (b) In addition to each Voting Member being entitled to vote at all general meetings, the Board will determine from time to time what additional benefits shall attach to Membership.

## **7 Classes of Membership**

---

There shall be the following classes of Membership:

(a) **Constituent Members**

- (i) Constituent Members shall be:
- (A) natural persons;
  - (B) subject to **clause 7(a)(ii)**, current Graduate Students; and
  - (C) entitled to vote.
- (ii) The Board may, in its absolute discretion, choose to permit a person who is not a Graduate Student to be admitted to the Constituent Membership class, or to remain in the Constituent Membership class, if:
- (A) that Member is on a Leave of Absence; and
  - (B) the period for which that person has not been a Graduate Student is less than twelve (12) consecutive months.
- (iii) For the avoidance of doubt, a Constituent Member will be considered to have completed his or her degree, and therefore cease being a current Graduate Student, upon receipt of successful academic results which confirm completion of studies. At that point, he or she will no longer be eligible for the Constituent Membership class.

(b) **Alumni Members**

Alumni Members shall:

- (i) be natural persons;
- (ii) be former Graduate Students, who ceased being Graduate Students upon successful completion of their degrees; and
- (iii) not be entitled to vote.

(c) **Board Members**

Board Members shall be:

- (i) natural persons;
- (ii) persons who have been appointed or elected to the Board in accordance with this Constitution; and
- (iii) entitled to vote.

- (d) The Board may determine from time to time additional qualifications for admission to each Membership class and the rights attached to each Membership class.

- (e) Where an individual's membership has been cancelled as a result of a Disciplinary Resolution, they are not eligible to re-apply for any class of membership.

---

## 8 Applications for Membership

---

- (a) An application for Membership of the Association must:
  - (i) be made in writing in the form prescribed by the Board from time to time, which may include an online form;
  - (ii) specify the category of Membership being applied for by the applicant;
  - (iii) include a signature, or equivalent acknowledgement by the applicant acknowledging that the applicant agrees to be bound by the Constitution of the Association as amended from time to time, as well as any code of conduct produced by the Board;
  - (iv) be accompanied by any Entrance Fee and annual Subscription payable pursuant to **clause 10(a)**; and
  - (v) be lodged with the CEO on behalf of the Board.
- (b) As soon as practicable after receiving an application for Membership, the CEO shall determine whether to approve or reject the application, with the option to escalate contentious applications to the Board.
- (c) Subject to **clause 8(d)**, as soon as practicable after the CEO or Board makes that determination the CEO must:
  - (i) notify the applicant, in writing, that the application has been approved or rejected (whichever is applicable); and
  - (ii) if the application was approved, enter the applicant's name and class of Membership in the Register and, subject to the Act, the person becomes a Member on the name being so entered; or
  - (iii) if the application was rejected the application, refund any Entrance Fee and Annual Subscription to the applicant, and the Board will not be required to provide the applicant with any reasons for the rejection.
- (d) If a newly appointed or elected Director applies for Membership pursuant to **clause 31.5(e)**, then the Board must accept that application.

---

## 9 Membership Entitlements Not Transferable

---

A right, privilege or obligation which a person has by reason of being a Member:

- (a) is not capable of being transferred or transmitted to another person; and
- (b) terminates on cessation of the person's Membership.

---

## 10 Entrance Fee and Subscriptions

---

- (a) Subject to **clause 10(d)**, there shall be an Entrance Fee and annual Subscription payable by each Member to the Association.
- (b) The amount of the Entrance Fee and annual Subscription shall be payable by Members at such times and in such manner as determined by the Board from time to time.
- (c) The Board may charge different classes of Membership different Entrance Fees and annual Subscriptions, or may decide not to charge particular Membership classes any Entrance Fees or annual Subscriptions.
- (d) The Board may in its discretion:

- (i) determine that no Entrance Fee or annual Subscription is payable by a Member or Members (in whole or in part) in a given year; and
  - (ii) extend the time for payment of the Entrance Fee or annual Subscription by any Member.
- (e) No part of any Entrance Fee or annual Subscription shall be refunded to a Member who ceases to be a Member in accordance with **clause 11**.

## **11 Cessation of Membership**

---

- (a) A Member's Membership will cease:
- (i) on the date that the Association Secretary receives written notice of resignation from that Member;
  - (ii) upon that Member dying;
  - (iii) upon that Member no longer satisfying the criteria for its respective class of Membership (unless transferred to another class of Membership by the Board);
  - (iv) upon receipt of successful academic results which confirm completion of studies;
  - (v) for a Board Member who is an Appointed Director, upon that Member becoming bankrupt or insolvent or making an arrangement or composition with creditors of the person's joint or separate estate generally;
  - (vi) upon a Constituent Member being admitted pursuant to **clause 7(a)(ii)**, and a period of at least twelve (12) consecutive months has passed without that Constituent Member being a Graduate Student;
  - (vii) subject to **clause 10(d)**, if that Member fails to pay an Entrance Fee or annual Subscription where required:
    - (A) within thirty (30) days after it falls due; and
    - (B) then fails to rectify this default within thirty (30) days of being notified of the default by the Association; or
  - (viii) if the Member is expelled from the Association pursuant to **clause 12** or **clause 13**.
- (b) A Member may at any time, pursuant to **clause 11(a)(i)**, resign as a Member but shall continue to be liable for any monies due by the Member to the Association.

## **12 Termination of Membership by Association**

---

### **12.1 Special General Meeting**

- (a) The Association may resolve, by Special Resolution, to terminate the Membership of a Member whose conduct or circumstances in the opinion of the Association renders it undesirable that that Member continue to be a Member of the Association.
- (b) The Member must be given at least twenty one (21) days' notice of the proposed resolution referred to in **clause 12.1(a)** and must be given the opportunity to be heard at the meeting at which the resolution is proposed.

- (c) A Special Resolution referred to in **clause 12.1(a)** is of no effect unless confirmed by the Disciplinary Committee, as set out in **clause 14**.

## **12.2 Member Referral**

- (a) If a Member has a complaint that another Member's conduct or circumstances render it undesirable that that second Member continue to be a Member of the Association, then the first Member can submit a complaint to the Association Secretary, requesting that the Board refers the matter to the Disciplinary Committee.
- (b) A complaint made under **clause 12.2(a)** must state that it is a complaint under **clause 12.2(a)**, and specify the nature of the complaint with reasonable detail.
- (c) Upon the Board receiving a complaint under **clause 12.2(a)**, the Board has the discretion to resolve whether or not to refer the matter to the Disciplinary Committee, taking into account whether the complaint is frivolous or vexatious.

## **13 Disciplining of Members by Board**

- (a) Where the Board is of the opinion that a Member has:
  - (i) seriously once or persistently refused or neglected to comply with a provision or provisions of this Constitution; or
  - (ii) seriously once or persistently and wilfully acted in a manner prejudicial to the interests of the Association;the Board may:
  - (iii) issue a warning to the Member; or
  - (iv) suspend the Member from Membership of the Association for a specified period; or
  - (v) expel the Member from the Association.
- (b) A resolution of the Board pursuant to **clause 13(a)** is of no effect unless confirmed by the Disciplinary Committee pursuant to **clause 14**.
- (c) Where the Board deems a grievous offence has occurred, it may choose to enact disciplinary action immediately without the requirement to have its decision confirmed by the Disciplinary Committee as per **clause 14**.

## **14 Disciplinary Committee**

- (a) The Board shall establish a Disciplinary Committee whenever a Disciplinary Resolution is passed.
- (b) Following a Disciplinary Resolution being passed, the Association Secretary must serve the Member with a notice in writing:
  - (i) setting out the Disciplinary Resolution and the grounds upon which it is based;
  - (ii) stating that the Member may address the Disciplinary Committee at a Disciplinary Committee meeting to be held not earlier than fourteen (14) days and not later than twenty-eight (28) days after the service of the notice;
  - (iii) stating the date, place and time of that meeting; and

- (iv) informing the Member that the Member may do either or both of the following:
  - (A) attend and speak at that meeting;
  - (B) submit to the Disciplinary Committee at or before the date of the meeting written representations relating to the Disciplinary Resolution.
- (c) At the Disciplinary Committee meeting held as referred to in **clause 14(b)**, the Disciplinary Committee must determine:
  - (i) if the Disciplinary Resolution was passed under **clause 12.1(a)** or **13(b)**, whether to confirm or revoke the Disciplinary Resolution; and
  - (ii) if the Disciplinary Resolution was passed under **clause 12.1(c)**, whether to expel the Member,  
  
whether to confirm or revoke the Disciplinary Resolution, with a vote resulting in the expulsion of a Member requiring the consent of at least seventy-five per cent (75%) of Disciplinary Committee members who vote.
- (d) The Disciplinary Committee's decision, pursuant to **clause 14(c)** is final. The Member is not entitled to appeal the Disciplinary Committee's decision.
- (e) The Member who is the subject of these disciplinary procedures is entitled to:
  - (i) subject to **clause 14(e)(ii)**, bring a support person to any meeting with the Disciplinary Committee, which meetings are being held pursuant to this **clause 14**; and
  - (ii) if the support person is legally qualified, the Member must notify the Disciplinary Committee at least five (5) Business Days before the meeting that the support person attending the meeting will be legally qualified.
- (f) If a support person attends a meeting with the Disciplinary Committee pursuant to **clause 14(e)**, the support person is only permitted to make verbal submissions on behalf of the Member with the consent of the chairperson of the meeting.
- (g) Natural justice will be applied during every disciplinary process under **clauses 12, 13 and 14**, requiring the Association, the Board and the Disciplinary Committee to act fairly, in good faith and without bias or conflict of interest when making their decisions.

## **15 Resolution of Disputes Between Members**

---

- (a) Disputes between Members (in their capacity as Members), shall be referred to the Board which must take steps to resolve the dispute.
- (b) If a dispute so referred is not resolved to the satisfaction of any party to the dispute within thirty (30) days of its being referred, then that party may refer the dispute to mediation before a mediator appointed by mutual agreement of the parties.
- (c) Failing agreement by the parties to the appointment of a mediator within fourteen (14) days of a party notifying the other party of its intention to refer the dispute to mediation, the appointment of the mediator shall be made by the President of the Law Institute of Victoria.

- (d) The costs of the mediator appointed pursuant to **clause 15(b)** or **clause 15(c)** (as the case may be) shall be shared equally between the Members party to the dispute.
- (e) At least seven (7) days before a mediation session established by a mediator appointed pursuant to **clause 15(b)** or **clause 15(c)** (as the case may be) is to commence, the parties to the dispute are to exchange statements of the issues that are in dispute between them and supply copies to the mediator.

## GENERAL MEETINGS

### 16 Convening of General Meetings

#### 16.1 Convening of General Meetings by Board

Any three (3) Directors may, whenever those Directors think fit, convene a general meeting of the Association.

#### 16.2 Convening of General Meetings by Members

- (a) The Directors shall call and arrange to hold a general meeting on the Meeting Request of at least one per cent (1%) of the total number of Voting Members.
- (b) The Meeting Request must:
  - (i) be in writing;
  - (ii) state any resolution to be proposed at the meeting;
  - (iii) be signed by the Voting Members making the request; and
  - (iv) be given to the Association Secretary.
- (c) Separate copies of a document setting out the Meeting Request may be used for non-electronic signing by Voting Members if the wording of the request is identical in each copy.
- (d) The percentage of the total number of Voting Members referred to in **clause 16.2(a)** is to be worked out as at the midnight before the Meeting Request is given to the Association Secretary.
- (e) The Directors must call the meeting within twenty-one (21) days after the Meeting Request is given to the Association Secretary. The meeting is to be held not later than two (2) months after the Meeting Request is given to the Association Secretary.
- (f) If the Directors do not hold a general meeting pursuant to the timeframes in **clause 16.2(e)**, then at least fifty per cent (50%) of the Voting Members who made the Meeting Request may call and arrange to hold the meeting. The meeting must be called in the same way in which general meetings of the Association may be called. The meeting must be held not later than three (3) months after the Meeting Request was given to the Association Secretary.

#### 16.3 Use of Technology

A general meeting of the Association may be convened at two (2) or more venues using any technology that gives the Members a reasonable opportunity to participate in the meeting.

---

**17 Notice of General Meeting**

---

- (a) At least twenty-one (21) days' notice of any general meeting must be given to each Member specifying:
  - (i) the place, day and time of the meeting;
  - (ii) the general nature of any business to be transacted at the meeting;
  - (iii) if a Special Resolution is to be proposed, the details of and intention to propose it;
  - (iv) if the meeting is to be held in two or more places, the technology that will be used to facilitate this; and
  - (v) any other information required by the Act.
- (b) The accidental omission to give notice of any general meeting to or the non-receipt of notice of a meeting by any person entitled to receive notice will not invalidate the proceedings at or any resolution passed at the meeting.
- (c) Subject to **clause 17(b)**, notice of every general meeting must be given in any manner authorised by this Constitution to:
  - (i) every Member;
  - (ii) every Director; and
  - (iii) the auditor for the time being of the Association (if any).

---

**18 Cancellation or Postponement of General Meeting**

---

- (a) Subject to the provisions of the Act and this Constitution, the Board may cancel a general meeting of the Association:
  - (i) convened by the Board; or
  - (ii) which has been convened by a Member or Members pursuant to **clause 16.2** upon receipt by the Association of a written notice withdrawing the requisition signed by that Member or those Members.
- (b) The Board may postpone a general meeting or change the venue at which it is to be held. No business shall be transacted at any postponed meeting other than the business stated in the notice to the Members relating to the original meeting.
- (c) Where any general meeting is cancelled or postponed or the venue for a general meeting is changed:
  - (i) the Board must endeavour to notify in writing each person entitled to receive notice of the meeting of the cancellation, the change of venue or the postponement of the meeting by any means permitted by this Constitution and in the case of the postponement of a meeting, the new place, date and time for the meeting; and
  - (ii) any failure to notify in writing any person entitled to receive notice of the meeting or failure of a person to receive a written notice shall not affect the validity of the cancellation, the change of venue or the postponement of the meeting.



---

## PROCEEDINGS AT GENERAL MEETINGS

### 19 Quorum

---

- (a) No business may be transacted at any general meeting unless there is a quorum of Members Present at all times during the meeting.
- (b) Twenty (20) Members Present shall constitute a quorum for AGMs.
- (c) Fifty (50) Members Present shall constitute a quorum for all general meetings which are not AGMs.
- (d) If within thirty (30) minutes after the time appointed for holding a general meeting, the relevant quorum is not present:
  - (i) the meeting, if convened upon the requisition of Members, shall be dissolved;
  - (ii) in any other case:
    - (A) it will stand adjourned to such other day time and place as the Board may by notice to the Members appoint; and
    - (B) if at such adjourned meeting, the relevant quorum is not present within thirty (30) minutes after the time appointed for the holding of the meeting, the meeting shall be dissolved.

### 20 Chairperson

---

- (a) The Chair of the Board shall preside as Chairperson at each general meeting.
- (b) Where a general meeting is held and:
  - (i) there is no Chair; or
  - (ii) the Chair is not present within thirty (30) minutes after the time appointed for the holding of the meeting or, if present, is unwilling to act as Chairperson of the meeting,then the following person will be Chairperson in lieu of the Chair in the order of availability set out below:
  - (iii) Council President;
  - (iv) Association Secretary; or
  - (v) another Director chosen by the Directors present at the meeting.
- (c) The rulings of the Chairperson of a general meeting on all matters relating to the order of business, procedure and conduct of the meeting shall be final and no motion of dissent from such rulings shall be accepted.

### 21 Adjournments

---

- (a) The Chairperson of a general meeting at which a quorum is present:
  - (i) may adjourn a meeting with the consent of the meeting; and
  - (ii) must adjourn the meeting if the meeting so directs;to a time and place as determined.

- (b) No business may be transacted at any adjourned general meeting other than the business left unfinished at the meeting from which the adjournment took place.
- (c) A resolution passed at a meeting resumed after an adjournment is passed on the day it was passed.
- (d) It is not necessary to give any notice of an adjournment of a general meeting or of the business to be transacted at the adjourned meeting except if the meeting is adjourned for thirty (30) days or more, in which case notice of the adjourned meeting must be given as in the case of an original meeting.

## 22 Determination of Questions

---

- (a) At any general meeting, a resolution to be considered at the meeting shall be decided on a show of hands unless a poll subject to **clause 23** is demanded by:
  - (i) the Chairperson of the meeting; or
  - (ii) Council President; or
  - (iii) at least four (4) Members Present.
- (b) A declaration by the Chairperson of the result of a vote on a resolution by a show of hands and an entry to that effect contained in the minutes of the proceedings of the Association which has been signed by the Chairperson of the meeting or the next succeeding meeting shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the resolution.

## 23 Polls

---

- (a) A poll may be demanded:
  - (i) before a vote on a resolution is taken;
  - (ii) before the voting results on a show of hands are declared; or
  - (iii) immediately after the voting results on a show of hands are declared.
- (b) If a poll is demanded it must be taken in such manner and at such time and place as the Chairperson of the meeting directs, subject to **clause 23(e)**.
- (c) The result of the poll shall be taken to be the resolution of the meeting at which the poll was demanded.
- (d) The demand for a poll shall not prevent the continuance of a meeting for the transaction of any business other than the question on which a poll has been demanded.
- (e) A poll demanded on the election of a Chairperson or any question of adjournment of the meeting must be taken immediately.
- (f) The demand for a poll may be withdrawn.

## 24 Voting Rights

---

A Voting Member has one (1) vote, both on a show of hands and a poll.

## 25 Disqualification

---

No person other than a Voting Member shall be entitled to a vote at a general meeting.

---

**26 Objection to Qualification to Vote**

---

Any challenge as to the qualification of a person to vote at a general meeting or the validity of any vote tendered may only be raised at the meeting. The challenge must be determined by the Chairperson whose decision shall be final and conclusive and a vote allowed by the Chairperson shall be valid for all purposes.

---

**27 Persons Lacking Mental Capacity and Minors**

---

- (a) A Voting Member:
- (i) lacking mental capacity; or
  - (ii) whose person or estate is liable to be dealt with in any way under the law relating to mental health; or
  - (iii) who is a minor,
- may vote whether on a show of hands or on a poll by that Voting Member's committee or by such other person as properly has the management or guardianship of that Voting Member's estate or by the public trustee (as the case may be).
- (b) Any person having the right of management or guardianship of the person or estate in respect of a Voting Member as referred to in **clause 27(a)** must not exercise any of the rights conferred under that clause unless and until the person has provided to the Board satisfactory evidence of the appointment of the person accordingly.

---

**28 No Casting Vote**

---

In the case of an equality of votes whether on a show of hands or on a poll, the Chairperson of the meeting at which the show of hands is taken or at which the poll is demanded is not entitled to a casting vote in addition to a deliberative vote.

---

**29 Right of Non-Members to Attend General Meeting**

---

- (a) The Chairperson of a general meeting may invite any person who is not a Member to attend and address a meeting.
- (b) Any auditor and any Director of the Association shall be entitled to attend and address a general meeting.

## PROXIES

---

**30 Right to Appoint Proxies**

---

The appointment by a Member of a proxy is not permitted.

## APPOINTMENT AND REMOVAL OF DIRECTORS

---

**31 Number and Appointment of Directors**

---

**31.1 Board**

- (a) The Board shall be the committee for the purposes of the Act.

- (b) Any person who was a committee member for the purposes of the Act just before the adoption of this Constitution in 2018, will cease being a committee member for the purposes of the Act immediately upon the adoption of this Constitution.

### **31.2 Number of Directors**

- (a) The Board of Directors shall consist of not fewer than five (5) and not more than seven (7) persons.
- (b) The Board may by resolution vary the number of Directors holding office from that referred to in **clause 31.2(a)**.

### **31.3 Composition of Board**

The Board shall consist of:

- (a) not fewer than four (4) and not more than five (5) Appointed Directors; and
- (b) three (3) Council Directors.

### **31.4 Initial Board**

- (a) The Directors to hold office from the adoption of this Constitution in 2018 until the dates specified in **clause 31.4(c)**, shall be:
  - (i) Maria Di Gregorio;
  - (ii) Sarah Richardson;
  - (iii) Fiona Hanlon;
  - (iv) Sophie Vaulkin;
  - (v) Georgia Daly; and
  - (vi) Adele Guille.
- (b) The initial Directors specified in **clauses 31.4(a)(i) to 31.4(a)(iv)** shall be Appointed Directors, and the Directors specified in **clauses 31.4(a)(v) to 31.4(a)(vi)** shall be Council Directors.
- (c)
  - (i) The following Appointed Directors shall retire (and be eligible for reappointment for a further term of three (3) years) at the second AGM following the adoption of this Constitution in 2018:
    - (A) Maria Di Gregorio; and
    - (B) Sarah Richardson.
  - (ii) The following Appointed Directors shall retire (and be eligible for reappointment for a further term of three (3) years) at the third AGM following the adoption of this Constitution in 2018:
    - (A) Fiona Hanlon; and
    - (B) Sophie Vaulkin.
- (d) The initial Council Directors from the adoption of this Constitution in 2018 shall hold initial terms which conclude at the 2019 AGM, but they shall be eligible for further terms pursuant to **clause 31.7(b)**.
- (e) The initial Appointed Directors from the adoption of this Constitution in 2018 shall nominate from among their number who shall hold each Office Bearer position, as well as any other positions they deem necessary, with the exception of the initial Chair, who will be Fiona Hanlon.

**31.5 Appointed Directors**

- (a) All Appointed Directors shall be appointed by the Appointments Committee.
- (b) Appointed Directors shall not be Graduate Students.
- (c) Subject to **clause 31.4**, the term of an Appointed Director shall commence at the end of an AGM (unless an Appointed Director is filling a casual vacancy) and will expire at the end of the AGM approximately three (3) years thereafter.
- (d) Appointments made by the Appointments Committee pursuant to **clause 31.5(a)** shall occur before an AGM at the end of which the incoming Appointed Directors who are the subject of the appointment are to commence their terms.
- (e) If a newly appointed Appointed Director is a Member in a Membership class other than the Board Member class, then he or she will be immediately transferred to the Board Membership class by the Board.
- (f) If a newly appointed Appointed Director is not a Member, then he or she must immediately follow the process set out in **clause 8(a)**, to become a Board Member, upon being appointed as an Appointed Director.

**31.6 Council Directors**

- (a) The terms of the Council Directors shall commence at the end of an AGM (unless a Council Director is filling a casual vacancy) and will expire at the end of the AGM approximately one (1) year thereafter.
- (b) The following persons shall hold positions on the Board, as Council Directors:
  - (i) the Council President;
  - (ii) another Constituent Member appointed via the Appointments Committee; and
  - (iii) another person on the Council, elected by the Council.
- (c) The Council Directors must be Members.

**31.7 Term**

Except in accordance with **clause 31.4**:

- (a) Appointed Directors shall hold office for a term of three (3) years, but shall be eligible for reappointment for a further term of three (3) years; and
- (b) Graduate Students' Council Directors shall hold office for a term of up to one (1) year, but shall be eligible for reappointment for further terms of one (1) year each, should they be either:
  - (i) re-elected to the position of Graduate Students' Council President; or
  - (ii) renominated by the Graduate Students' Council pursuant to **clause 31.6(b)**,

**31.8 Consecutive Terms**

- (a) An Appointed Director shall not hold office for more than six (6) consecutive years as an Appointed Director.
- (b) Once an Appointed Director has served the maximum term of six (6) consecutive years as an Appointed Director, the Appointed Director is not eligible for reappointment to the Board until a period of at least three (3) years has expired since the expiry of the Appointed Director's previous term on the Board.

- (c) There is no limit to the number of consecutive years that a Council Director can serve on the Board.

### 31.9 Office Bearers

- (a) The Board shall, at the first meeting of the Board held after this Constitution is adopted in 2018, and thereafter at the first meeting of the Board held after an AGM of the Association where an Office Bearer has retired, appoint from among the Appointed Directors sitting on the Board at the time of the Board meeting:
  - (i) a Chair;
  - (ii) an Association Secretary, who shall be the Association's secretary under the Act; and
  - (iii) such additional Office Bearer positions as the Board deems necessary from time to time.
- (b) The Office Bearers shall hold office for a term of three (3) years (or a shorter period, if the Office Bearer has less than three (3) years remaining in his or her term as an Appointed Director), but shall be eligible for reappointment for further terms of three (3) years each, provided that Office Bearers shall not hold office:
  - (i) for more than six (6) consecutive years; or
  - (ii) beyond their retirement or removal from the Board as a Director.
- (c) An Appointed Director may resign as an Office Bearer without resigning as an Appointed Director.

## 32 General Right to Appoint and Remove Directors

The Board may act despite any vacancy in their body but if the number falls below the minimum fixed in accordance with **clause 31.2**, the Board may act:

- (a) for the purpose of:
    - (i) increasing the number of Directors to the minimum; or
    - (ii) convening a general meeting; or
  - (b) in emergencies,
- but for no other purpose.

## 33 Vacation of Office

- (a) Any Director may retire from office on giving written notice to the Association at the Office of his or her intention to retire, and the resignation shall take effect at the time expressed in the notice (provided the time is not earlier than the date of delivery of the written notice to the Association).
- (b) The office of a Director shall become vacant if the Director:
  - (i) dies;
  - (ii) ceases to be a Member;
  - (iii) in the case of a Council Director, who was appointed pursuant to **clause 31.6(b)(i)**, ceases to be Council President;
  - (iv) in the case of a Council Director appointed pursuant to **clause 31.6(b)(iii)**, ceases to be on the Council;

- (v) becomes bankrupt or makes any arrangement or composition with creditors generally;
- (vi) becomes prohibited from being a director of, or managing, an association by reason of any order made under the Act;
- (vii) has been disqualified by the Australian Charities and Not-for-Profits Commissioner, at any time during the preceding twelve (12) months, from being a responsible entity of a registered entity under section 45.20(4) of the ACNC Regulation;
- (viii) becomes a person lacking mental capacity or a person whose personal estate is liable to be dealt with in any way under the law relating to mental health;
- (ix) is removed from office by the Association in general meeting by Special Resolution;
- (x) resigns by notice in writing to the Association; or
- (xi) is absent without permission of the Board from three (3) consecutive meetings of the Board, and the Board resolves that this constitutes resignation.

## **34 Filling of Vacancies on the Board**

---

### **34.1 Appointed Directors**

- (a) In the event of a casual vacancy occurring for an Appointed Director position, the Appointments Committee shall appoint a person to fill that vacancy pursuant to **clause 31.5(a)**.
- (b) Any Director appointed pursuant to **clause 34.1(a)** shall hold office for the balance of the term of the vacating Appointed Director.
- (c) Time served by a Director filling a casual vacancy pursuant to **clause 34.1(a)** shall not count towards a Director's maximum consecutive term on the Board as set out in **clause 31.8(a)**.

### **34.2 Council President**

- (a) In the event of a vacancy of the Council Director who was the Council President, the person who fills the Council President vacancy shall serve as a Council Director for the balance of the vacating Council Director's term.
- (b) A vacancy referred to in **clause 34.2(a)** may remain vacant until the vacant Council President position is filled pursuant to the Electoral Regulations, notwithstanding **clause 31.3(b)**.
- (c) Notwithstanding **clause 34.2(b)**, the Council is entitled to appoint one of their number to fill the vacant Council Director position in an acting basis, until the role of Council President is filled pursuant to the Electoral Regulations.

### **34.3 Council Director**

In the event of a vacancy of the Council Director appointed pursuant to **clause 31.6(b)(iii)**, the Council shall appoint one of their number to fill the Council Director vacancy as soon as practicable, for the balance of the vacating Council Director's term.

### **35 Acting Office Bearers**

---

- (a) In the event of a vacancy occurring in the position of Chair, the Association Secretary shall assume office as acting Chair until the next meeting of the Board, at which time the Board shall elect a new Chair in accordance with **clause 31.9(a)(i)** for the balance of the term of the vacating Chair.
- (b) In the event of a vacancy occurring in the position of the Association Secretary, another Appointed Director (elected by the Directors at the next meeting of the Board) who is not Chair, determined by the Board, shall assume office as acting Association Secretary for the balance of the term of the vacating Association Secretary.
- (c) If any Office Bearer is temporarily absent or temporarily unable to perform his or her duties, the Board may authorise another Appointed Director to act in the vacant position during the absence or inability of the Office Bearer.
- (d) Nothing in this **clause 35** permits any person to simultaneously hold more than one position of Office Bearer.

### **36 Alternate Directors**

---

Alternate Directors shall not be permitted.

## **POWERS AND DUTIES OF DIRECTORS**

### **37 Powers of Directors**

---

The control, management and conduct of the Association shall be vested in the Board who shall exercise all such powers of the Association as are not by the Act, the ACNC Act, the ACNC Regulation or by this Constitution required to be exercised in any other manner.

### **38 Negotiable Instruments**

---

All cheques, promissory notes, drafts, bills of exchange and other negotiable instruments, all requests or arrangements for electronic fund transfers and all receipts for money paid to the Association must be signed, drawn, accepted, endorsed or otherwise executed as the case may be by two (2) people authorised by resolution of the Board. The Board may authorise:

- (a) a Director(s);
  - (b) the chief executive officer of the Association; or
  - (c) another staff member of the Association,
- to sign such instruments.

### **39 Conferment of Powers**

---

- (a) The Board may when required empower a Director or other person with powers exercisable under this Constitution by the Board as it may think fit for purposes, under terms and conditions and with restrictions as it may think expedient.



- (b) Powers conferred under **clause 39** may be exercised concurrently with the powers of the Board in that regard and the Board may from time to time withdraw, revoke or vary all or any of such powers.

## DIRECTORS' DISCLOSURE OF INTEREST

### 40 Contracts

- (a) The Association may enter into contracts or arrangements with other companies or bodies in which a Director has an interest, provided it does so according to the usual commercial terms and conditions which apply to such contracts or arrangements.
- (b) Any interest of a Director must be dealt with in accordance with the provisions of the relevant legislation, being either:
- (i) the Act; or
  - (ii) the ACNC Regulation,
- which shall include disclosing an interest and having the Association Secretary record all declarations in the minutes of the relevant meeting.
- (c) Subject to **clause 40(b)**, a Director who has an interest in a contract or arrangement made by the Association and has disclosed this interest to the Board may:
- (i) not be present while the matter is being considered at a meeting, if the majority of the remainder of the Directors Present resolve for that Director to be present;
  - (ii) not vote on the matter;
  - (iii) still be counted in determining whether or not a quorum is present at any meeting of Directors considering that contract or arrangement or proposed contract or arrangement;
  - (iv) not sign or countersign any document relating to that contract or arrangement or proposed contract or arrangement; and
  - (v) not vote in respect of, or in respect of any matter arising out of, the contract or arrangement or proposed contract or arrangement.
- (d) A Director's failure to make disclosure under this **clause 40** does not render void or voidable a contract or arrangement in which the Director has a direct or indirect interest.
- (e) A general notice given to the Board by a Director that the Director is an officer, a member of, or otherwise interested in any specified corporation or firm stating the nature and the extent of the Director's interest in the corporation or firm shall, in relation to any matter involving the Association and that corporation or firm after the giving of the notice, be a sufficient disclosure of the Director's interest, provided that the extent of the interest is no greater at the time of first consideration of the relevant matter by the Board than was stated in the notice.

---

## PROCEEDINGS OF DIRECTORS

### 41 Meetings of Directors

---

- (a) The Board may meet together for the despatch of business, adjourn and otherwise regulate their meetings and proceedings as it thinks fit, provided that the Board must meet not fewer than six (6) times each calendar year.
- (b) A Director may at any time, and the Association Secretary upon the request of a Director shall, convene a meeting of the Board by giving at least twenty-four (24) hours notice of the meeting to all Directors, provided that the Director or Association Secretary must have used his or her best endeavours to ensure that the notice was properly served and received.
- (c) Notice of a meeting of the Board need not be in writing.
- (d) Subject to **clause 41(e)**, a Board meeting may be convened or held using any technology consented to by a majority of Directors. The consent may be a standing one. A Director may withdraw consent to the use of a particular technology within a reasonable time period before a Board meeting.
- (e) The particular technology used to convene or hold a Board meeting, pursuant to **clause 41(d)**, must be available and accessible to all Directors who wish to attend the Board meeting.
- (f) All resolutions of the Directors passed at a meeting of the Board where a quorum is present but where notice of the meeting has not been given as required to each Director, or any act carried out pursuant to such resolution, shall, provided each Director to whom notice was not given subsequently agrees to waive the same, be as valid as if notice of the meeting had been duly given to all Directors. Attendance by a Director at a meeting of Directors waives any objection which that Director may have to a failure to give notice of the meeting.
- (g) The Board may permit ex-officio members to attend Board meetings in a non-voting capacity.

### 42 Quorum

---

- (a) The quorum necessary for the transaction of the Board's business is the number of Directors Present who represent a majority of the total number of Directors.
- (b) A quorum must be present at all times during the meeting.
- (c) A Director who is disqualified from voting on a matter pursuant to **clause 40** shall be counted in the quorum despite that disqualification.

### 43 Chairperson

---

- (a) The Chair of the Board shall be the Chairperson.
- (b) The Chair shall, if present, preside as Chairperson of every meeting of the Board.
- (c) If a meeting of Board is held and the Chair is:
  - (i) not present within fifteen (15) minutes after the time appointed for the holding of the meeting; or
  - (ii) if present, does not wish to chair the meeting,

then the Association Secretary shall preside as Chairperson. If the Association Secretary is:

- (iii) not present within fifteen (15) minutes after the time appointed for the holding of the meeting; or
- (iv) if present, does not wish to chair the meeting,

then the other Appointed Directors present must elect one of their number to be Chairperson of the meeting.

## **44 Voting**

---

- (a) A resolution of the Board must be passed by a majority of votes of the Directors Present at the meeting who vote on the resolution. A resolution passed by a majority of the votes cast by the Directors Present will for all purposes be taken to be a determination of the Board.
- (b) Each Director shall have one (1) vote.
- (c) In case of an equality of votes at a meeting of the Board, the Chairperson is entitled to a casting vote in addition to a deliberative vote.

## **45 Resolutions by Directors**

---

- (a) The Board may pass a resolution without a Board meeting being held if a majority of the total number of Directors sign a document containing a statement that they are in favour of the resolution set out in that document. For this purpose, signatures can be contained in more than one document.
- (b) A facsimile transmission which is received by the Association and which purports to have been signed by a Director shall for the purposes of this **clause 45** be taken to be in writing and signed by that Director at the time of the receipt of the facsimile transmission by the Association in legible form.
- (c) An email transmission which is received by the Association and which purports to have been sent by a Director shall for the purposes of this **clause 45** be taken to be in writing and signed by that Director at the time of the receipt of the email transmission by the Association.
- (d) A vote made by a Director using an online voting platform operated or commissioned by the Association shall for the purposes of this **clause 45** be taken to be in writing and signed by that Director at the time the vote was received by the online voting platform.

## **46 Committee**

---

### **46.1 Committees**

- (a) The Board shall form and delegate any of its powers to the following Committees, consisting of such Directors and other persons as it thinks fit and may from time to time revoke any such powers delegated:
  - (i) Council;
  - (ii) Appointments Committee;
  - (iii) Disciplinary Committee; and
  - (iv) any other Committee that the Board sees fit.

- (b) The Board has the power to require any Committee to have all decisions made by that Committee ratified by the Board, subject to **clause 46.2(r)**.
- (c) A Committee must in exercise of the powers delegated to it conform to any directions and restrictions that may be imposed on it by the Board. A power so exercised shall be taken to be exercised by the Board.
- (d) The meetings and proceedings of any Committee consisting of more than one person will be governed by the provisions for regulating the meetings and proceedings of the Board contained in this Constitution, subject to anything to the contrary contained in this **clause 46**.
- (e) A minute of all the proceedings and decisions of every Committee shall be made, entered and signed in the same manner in all respects as minutes of proceedings of the Board are required by the Act and this Constitution to be made entered and signed. A copy of such Committee minutes shall be tabled at the next Board meeting.
- (f) If a member of a Committee should:
  - (i) require a period of absence from the Committee of greater than ninety (90) days;
  - (ii) fail to attend three (3) Committee meetings within twelve (12) months; or
  - (iii) have a period of absence from the Committee of under ninety (90) days without the approval of the Chair of the Board,then the Board shall have the power to resolve that this constitutes resignation from the relevant Committee.

#### **46.2 Graduate Students' Council**

- (a) The Council will lead the Association's Representation and campaigns functions.
- (b) The Council is empowered to develop and approve Association Representation policies, engage in Representation activities where relevant to the interests of Graduate Students and coordinate related events and activities.
- (c) The Board is not permitted to abolish the Graduate Students' Council. However, for the avoidance of doubt, the Board may determine which powers to delegate to the Graduate Students' Council on top of the powers which are stated in **clauses 46.2(a)** and **46.2(b)**, and may revoke such additional delegations.
- (d) Election of individuals to the Council shall occur pursuant to the process and timing set out in the Electoral Regulations.
- (e) Individuals who are elected to the Council must be Members who are Graduate Students.
- (f) The Council may set up and abolish working groups, comprising both Council members and other appropriate individuals (subject to **clause 46.2(g)**), and may elect or end the appointment of a portfolio chair for each working group.
- (g) Alumni Members may, for a period not exceeding twelve (12) months post the conclusion of their being a Graduate Student, continue their engagement on a working group as referred to in **clause 46.2(f)**, but not the Board or the Council.
- (h) There shall be fifteen (15) available positions on the Council, with specific roles to be determined by the Council, but must always at least include the positions of the Council President and the Council Vice President.

- (i) The election of a person to the Council will coincide with an AGM, unless a casual election is held pursuant to the Electoral Regulations.
- (j) Council members shall serve terms of two (2) years each on the Council (unless appointed through a casual election). A term of a Council member shall conclude at the AGM which is approximately two (2) years after his or her election. Council members may be re-elected for further terms of two (2) years each, and there is no maximum number of terms that a Council member may serve.
- (k) The term of Councillors appointed via the casual election process will expire at the next AGM.
- (l) The Council President must, on election to that position, agree to be a Director, in accordance with **clause 31.6(b)(i)**, otherwise he or she is not entitled to be the Council President.
- (m) The Council President shall preside over all meetings of the Council. If the Council President is not present at a meeting of the Council or does not wish to preside over the meeting, then the following people shall preside over the meeting in the order of availability set out below:
  - (i) Council Vice-President; or
  - (ii) another Council member elected by the Council members present at the meeting.
- (n) If there is a vacancy for a Council position, that position will remain vacant until an election is held pursuant to the Electoral Regulations. However, if three (3) or more Council positions are vacant at one time, then a casual election shall be held pursuant to the Electoral Regulations.
- (o) The Council must hold meetings at least six (6) times per year during semesters. Members are entitled to attend all meetings of the Council, except for portions of the meetings which are held in camera.
- (p) At least one (1) week's written notice of all Council meetings shall be given to each Council member, and posted on the Association's website, for the benefit of Members.
- (q) In case of an equality of votes at a meeting of the Council, the person presiding over the meeting is not entitled to a casting vote in addition to a deliberative vote.
- (r) The Board may only veto decisions which are delegated to the Council if those decisions would:
  - (i) be contrary to the Objects;
  - (ii) cause the Directors to breach their duties; or
  - (iii) not be in the best interests of the Association.
- (s) The following persons shall assume the following positions on the Council upon the adoption of this Constitution and retire (and be eligible for re-election) at the first AGM following the adoption of this Constitution:
  - (i) Georgia Daly (President);
  - (ii) Bradley Knight (Council member);
  - (iii) Max Berg (Council member);
  - (iv) Deniz Tuncer (Council member);

- (v) Winston Dzau (Council member);
  - (vi) Jacob Rodrigo (Council member); and
  - (vii) Smriti Ghimire (Council member).
- (t) The following persons shall assume the following positions on the Council upon the adoption of this Constitution and retire (and be eligible for re-election) at the second AGM following the adoption of Constitution:
- (i) Adele Guille (Council member);
  - (ii) Peng Kuang (Council member);
  - (iii) Kezhan Zhang (Council member);
  - (iv) Xu Zhang (Council member);
  - (v) Sareh Naji (Council member); and
  - (vi) Yali Zhao (Council member).

#### **46.3 Appointments Committee**

- (a) The Appointments Committee shall consist of the following persons:
- (i) Chair of the Board;
  - (ii) Council President;
  - (iii) one (1) natural persons nominated by the Vice-Chancellor of the University; and
  - (iv) one independent student representative.
- (b) The Chair of the Board shall preside over all meetings of the Appointments Committee, if present.
- (c) If the Chair of the Board is not present at a meeting or is unwilling to chair the meeting, then the other Appointments Committee members present shall elect another one of their number to preside over the meeting.

#### **46.4 Disciplinary Committee**

A Disciplinary Committee, of at least four (4) members, shall be established whenever required under **clause 14(a)**, for each separate Disciplinary Resolution. The Disciplinary Committee shall comprise of an independent panel of experts (one of whom shall be appointed by the Board to be the chairperson) chosen based on the type of alleged misconduct of the Member. At least one panel member will be an independent graduate student. The Disciplinary Committee may seek advice from any relevant source.

### **47 Validation of Acts of Directors**

---

All acts done:

- (a) at any meeting of the Board; or
- (b) by any person acting as a Director,

shall, even if it is discovered afterwards that there was a defect in the appointment or continuance in office of any such Director or person or that they or any of them were disqualified or were not entitled to vote, be as valid as if every such person had been duly appointed or had continued in office and was duly qualified to be a Director and had been entitled to vote.

## MINUTES

### 48 Minutes

---

- (a) The Board must cause minutes to be kept in such a manner as is required by the Act for the purposes of recording:
  - (i) the names of the Directors Present at each meeting of the Board and of Directors Present at each meeting of any Committee;
  - (ii) all orders, resolutions and proceedings of general meetings and of meetings of the Board and of Committees; and
  - (iii) such matters as are required by the Act to be recorded in the record books of the Association including without limitation all declarations made or notices given by any Director of his or her interest in any contract or proposed contract or the holding of any office or property whereby any conflict of duty or interest may arise.
- (b) Such minutes shall be signed by the Chairperson of the meeting, or the Chairperson of the next succeeding meeting and minutes which purport to be signed accordingly shall be received in evidence without any further proof as sufficient evidence that the matters and things recorded by such minutes actually took place or happened as recorded and of the regularity of such matters and things and that the same took place at a meeting duly convened and held.
- (c) Subject to the Act, the Board shall determine whether Members are permitted to inspect minutes of meetings of the Board, including the terms on which access will be granted.

## BY-LAWS

### 49 By-Laws

---

- (a) The Board may from time to time make such By-Laws as are in its opinion necessary and desirable for the proper control, administration and management of the Association's affairs, operations, finances, interests, effects and property and to amend and repeal those By-Laws from time to time.
- (b) A By-Law must be subject to this Constitution and must not be inconsistent with any provision contained in this Constitution.
- (c) When in force, a By-Law is binding on all Members and has the same effect as this Constitution.
- (d) Subject to **clause 49(e)**, the Board will adopt such measures as it deems appropriate to bring to the notice of Members all By-Laws, amendments and repeals.
- (e) The Board will provide Members with reasonable notice of any proposed changes to the By-Laws regarding the:
  - (i) eligibility requirements for Membership classes; and
  - (ii) voting rights of a Membership class,before the changes being implemented.

---

## EXECUTION OF DOCUMENTS

### 50 Execution of Documents

---

- (a) Without limiting the manner in which the Association may execute any contract, including as permitted under section 38 of the Act, the Association may execute any agreement, deed or other document by two (2) Directors signing the same.
- (b) Nothing in this Constitution requires the Association to execute any agreement, deed or other document under common seal for the same to be effectively executed by the Association.

## ACCOUNTS AND INSPECTION OF RECORDS

### 51 Accounts and Inspection

---

The Board shall:

- (a) cause proper financial records to be kept and must, where required by the Act, distribute copies of the financial reports of the Association and a Directors' report in accordance with the requirements of the Act, and the ACNC Act and ACNC Regulation;
- (b) where required by the Act, cause the financial records to be audited by a properly qualified auditor; and
- (c) from time to time, subject to the Act, determine whether and to what extent and at what times and places and under what conditions or regulations the accounting and other records of the Association or any of them will be open to the inspection of Members.

## NOTICES

### 52 Service of Notices

---

- (a) A notice may be given by the Association to any Member by:
  - (i) serving it on the Member personally;
  - (ii) sending it by post to the Member or leaving it at the Member's address shown in the Register or otherwise the address supplied by the Member to the Association for the giving of notices; or
  - (iii) sending it to the electronic address supplied by the Member to the Association for the giving of notices.
- (b) Any Member who has not left at or sent to the Office his or her address or email address for inclusion in the Register as the place at which notices may be given to the Member shall not be entitled to receive any notice.
- (c) Where a notice is sent by post, service of the notice shall be taken to be effected by properly addressing, prepaying and posting a letter containing the notice and shall be deemed to have been effected on the third day after the date of posting. Service of a notice to a Member outside Australia shall be deemed to have been made in the ordinary course of the post.



- (d) Where a notice is sent by electronic means, service of the notice shall be taken to be effected by properly addressing and sending the notice and in such case shall be taken to have been effected on the Business Day after it is sent.
- (e) A notice may be given by the Association to the persons entitled to a share in consequence of the death, lunacy or bankruptcy of a Member by:
  - (i) service on the Member personally;
  - (ii) sending it by post addressed to the person by name or by the title of the representative of the deceased or lunatic or the assignee of the bankrupt or by any like description at the address, if any, within Australia, supplied for the purpose by the person claiming to be entitled; or
  - (iii) by giving the notice in any manner in which the same might have been given if the death, lunacy or bankruptcy had not occurred.
- (f) Evidence of service of a notice may be established by proving that the envelope containing the notice and stamped appropriately was properly posted and a certificate given by any Officer to that effect shall be conclusive evidence of service.

## AMENDMENTS

### 53 Constitution

---

This Constitution may only be amended by Special Resolution of the Members.

## COMMON SEAL

### 54 Common Seal

---

The Association shall not have a common seal.

## WINDING UP

### 55 Winding Up

---

- (a) If any surplus remains following the winding up of the Association, the surplus will not be paid to or distributed among Members, but will be given or transferred to the Student Union, so long as the Student Union has:
  - (i) objects which are similar to the Objects and is charitable;
  - (ii) a constitution which requires its income and property to be applied in promoting its objects; and
  - (iii) a constitution which prohibits it from paying or distributing its income and property amongst its Members to an extent at least as great as imposed on the Association by **clause 5.3(b)**.
- (b) To the extent that **clause 55(a)** does not apply, if any surplus remains following the winding up of the Association, the surplus will not be paid to or distributed among Members, but will be given or transferred to another institution(s) or corporation(s) which has:

- (i) objects which are similar to the Objects;
  - (ii) a constitution which requires its income and property to be applied in promoting its objects; and
  - (iii) a constitution which prohibits it from paying or distributing its income and property amongst its members to an extent at least as great as imposed on the Association by **clause 5.3(b)**.
- (c) The identity of the corporation(s) or institution(s) referred to in **clause 55(b)** is to be determined by a Special Resolution of the Members at or before the time of dissolution and failing such determination being made, by application to the Supreme Court of Victoria for determination.

## INDEMNITY

### 56 Indemnity

To the extent permitted by law, every Officer (and former Officer) of the Association shall be indemnified out of the funds of the Association against all costs, expenses and liabilities incurred as such an Association or employee (or former Association or employee). However, no such Association (or former Association) shall be indemnified out of the funds of the Association under this clause unless:

- (a) it is in respect of a liability to another person (other than the Association or a related body corporate to the Association) where the liability to the other person does not arise out of conduct involving a lack of good faith; or
- (b) it is in respect of a liability for costs and expenses incurred:
  - (i) in defending proceedings, whether civil or criminal, in which judgment is given in favour of the Officer (or former Officer) or in which the Officer (or former Officer) is acquitted; or
  - (ii) in connection with an application, in relation to such proceedings, in which the court grants relief to the Officer (or former Officer) under the Act.

### 57 Payment of Indemnity Policy Premium

- (a) To the extent permitted by law, the Association may at the discretion of the Board enter into and/or pay a premium in respect of a policy of insurance insuring an Officer (or former Officer) of the Association against any liability incurred by such person in that capacity (whether in respect of acts or omissions prior to or after the date of the issue of the policy or both) except for:
  - (i) a liability arising out of conduct involving a wilful breach of duty in relation to the Association; or
  - (ii) a contravention of section 83 of the Act.
- (b) The Board shall have the discretion to approve the terms and conditions of any such policy of insurance.
- (c) Where an Officer (or former Officer) has the benefit of an indemnity pursuant to an insurance policy in respect of his or her actions or omissions then the Association shall not be required to indemnify the Officer under **clause 56** except

---

to the extent that the indemnity affected by the insurance policy does not fully cover the person's liability.

## **58 Indemnity to Continue**

---

The indemnity granted by the Association contained in **clauses 56 and 57** shall continue in full force and effect notwithstanding the deletion or modification of that clause, in respect of acts and omissions occurring before the date of the deletion or modification.