



Constitution

The Bicentennial National Trail Ltd

ACN 010 860 143

A Company Limited by Guarantee

**History**

This Constitution replaces:

The Memorandum of Association and the Articles of Association of The Bicentennial National Trail adopted on 26 August 1987, as amended.

This Constitution was adopted on : 5 October 2013

Amended:

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# 1. PRELIMINARY

## 1.1 Company Name

The name of the Company is **The Bicentennial National Trail Ltd** with the acronym 'The BNT' referred to as 'the Company'.

## 1.2 Nature of Company

The Company is a public company limited by guarantee.

## 1.3 Non-Profit Organisation

The Company will act as a non-profit organisation.

## 1.4 Replaceable Rules

The Replaceable Rules do not apply to the Company.

## 1.5 Definitions

**AGM** or Annual General Meeting means the annual General Meeting of the Company

**Board** means the board of directors of The Bicentennial National Trail Ltd.

**Chairperson** or Chair means the person elected as Chair of the Company under clause 7.5 (a) and includes an acting chairperson.

**Company Secretary** means a person appointed as a company secretary of the Company by the Directors under clause 11.

**Constitution** means this constitution as amended from time to time and a reference to a particular clause is a reference to a clause of this constitution.

**Corporations Act** means the *Corporations Act 2001 (Cth)* and *Corporations Regulations 2001 (Cth)* as modified from time to time.

**Director** means a director of the Company.

**Directors** means all or some of the Directors acting together in accordance with their powers and authority under this Constitution.

**Elected Director** means a Director elected under clause 7

**Extraordinary General Meeting** means a general meeting called for a specific purpose.

**Fee Date** means 30 June of the year in which the membership fees fall due.

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

**Indemnified Officer** means each person who is or has been a director of the Company .

**Objects** means the objects of the Company in clause 3.1.

**Seal** means the common seal of the Company, if any.

**Secretary** means a person appointed as secretary of the Company and includes a person appointed to perform the duties of secretary.

**Special Resolution** means a resolution that must be passed by a majority of at least 75% of votes by Members present and entitled to vote at the relevant General Meeting in accordance with this Constitution.

**Telecommunications Meeting** means a meeting held by telephone, video, any other technology, or combination of technologies, which permits each Director at a meeting of Directors or each Member at a meeting of members to communicate with any other participant.

## **1.6 Interpretation**

In this constitution:

- (a) the singular (including defined terms) includes the plural and vice versa, unless the contrary appears from the context;
- (b) a reference to a member present at a general meeting is a reference to a member present in person or by proxy and includes a member attending using technology.
- (c) a word which suggests one gender includes any other gender;
- (d) a reference to a clause, schedule, annexure or party is a reference to a clause of, and a schedule, annexure or party to, this document and references to this document include any schedules or annexures;
- (e) if a word or phrase is defined, its other grammatical forms have a corresponding meaning;
- (f) a reference to a document or agreement (including a reference to this document) is to that document or agreement as amended, supplemented, varied or replaced;
- (g) a reference to this document includes the agreement recorded by this document;
- (h) a reference to legislation or to a provision of legislation (including subordinate legislation) is to that legislation as amended, re-enacted or replaced, and includes any subordinate legislation issued under it;
- (i) if any day on or by which a person must do something under this document is not a Business Day, then the person must do it on or by the next Business Day;
- (j) a reference to a person includes a corporation, trust, partnership, unincorporated body, government and local authority or agency, or other entity whether or not it comprises a separate legal entity; and
- (k) a reference to 'month' means calendar month.

## **1.7 Headings**

Headings are used for convenience only and do not affect the interpretation of this Constitution.

## **2 COMPANY LIMITED BY GUARANTEE**

### **2.1 Company Limited by Guarantee**

Every member must contribute an amount not more than \$10.00 to the property of the Company if it is wound up while the person is a member or within one year afterwards, for:

- (a) payment of the Company's debts and liabilities contracted before the time they ceased to be a member; and
- (b) costs, charges and expenses of winding up.

### **2.2 Limited Liability**

The liability of the Members is limited to the amount of the guarantee in clause 2.1.

### **2.3 No distribution to Member or Director**

No payment shall be made to any Member or Director other than payment for

- (a) out of pocket expenses incurred in the performance of a duty where the amount payable does not exceed an amount previously approved by the Board;

(b) any service rendered to the Company by the Member or Director in a capacity other than that of 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.

(c) reimbursement of expenses incurred by a Member or Director on behalf of the Company where the expense has been approved by the Board.

## **2.4 Allocation of Surplus on Winding Up**

If the Company is wound up, any surplus that remains after satisfaction of all its debts and liabilities shall be transferred to another organisation with similar purposes and which is not carried out for profit or gain of its individual members.

# **3 OBJECTS AND POWERS**

## **3.1 Objects of the Company**

The Company has the following objects:

(a) To work for the establishment and preservation of an uninterrupted recreational trail for non-motorised self reliant use extending from Cooktown in Queensland to Healesville in Victoria to be known as The Bicentennial National Trail (referred to as the "National Trail") and for extensions and additions to enhance access to and the experience of this trail.

(b) To provide all Australians and visitors alike, who are seeking outdoor recreational experience, the opportunity to use the National Trail.

(c) To promote awareness of and provide opportunities to experience Australia's cultural heritage along the National Trail.

(d) To provide awareness of the protection of the environment and conservation of flora and fauna along the National Trail.

(e) To work with rural and regional communities to develop the National Trail for mutual benefits.

(f) To encourage all public agencies and the private sector to share in the responsibility of providing, establishing and linking recreational trails to the National Trail.

(g) To establish funding sources for the development, management and maintenance of the National Trail.

(h) To encourage safe and effective use of recreational trails and to ensure that some parts of the National Trail are available to all citizens, regardless of skills and disabilities.

## **3.2 Application of Assets and Income**

The assets and income of the Company shall be applied solely in furtherance of the above objects and the exercise of the Company's powers as set out in this Constitution.

## **3.3 Scope of Powers**

The Company has all the powers of an individual and a body corporate but does not have the power to issue shares.

### **3.4 Powers Ancillary to Objects**

Despite clause 3.3 the powers of the Company are ancillary to and exercisable only to pursue the objects of the Company set out in clause 3.1

## **4 MEMBERSHIP**

### **4.1 Membership**

The members are the Directors and any other persons or organisations the directors admit to membership.

### **4.2 Classes of Membership**

The Members of the Company shall fall into one of the following classes of membership:

- (a) Ordinary members which will consist of individuals and each ordinary member is entitled to one vote. The number of ordinary members is unlimited.
- (b) Family members which is a person, their partner and any children under the age of 18, each of whom must be nominated on the application for membership or renewal of membership, and each adult listed is entitled to one vote. The number of family members is unlimited.
- (c) Organisation members are properly constituted clubs or associations with objects consistent with the objects of the Company and are entitled to two votes. Only the persons nominated on the application for membership or renewal of membership, or notified in writing of a resolution of the Organisation, are entitled to vote. The number of organisation members is unlimited.
- (d) Honorary Life Members are individuals who have been granted life membership by a resolution passed at a general meeting and are entitled to one vote. Honorary Life membership is the highest honour conferred on a person for longstanding and valued service to The Bicentennial National Trail.

### **4.3 Admission to Membership**

- (a) Every applicant for membership must apply in the form and manner decided by the directors.
- (b) The application for membership must be accompanied by the membership fee.
- (c) After the receipt of an application for membership the directors must consider the application and decide whether to admit or reject the admission of the applicant.
- (d) The Directors need not give any reason for rejecting an application.
- (e) If an application for Membership is rejected the Secretary must notify the applicant in writing and the Membership Fee must be refunded to the applicant as soon as reasonably possible.
- (f) If an applicant is accepted for Membership, the name and details of that member must be entered in the Register of Members and the Secretary must notify the applicant in writing of such acceptance.

### **4.5 Register of Members**

- (a) The Company must keep a register of all Members in accordance with the Act.
- (b) The following must be entered in the Register of Members in respect of each Member:
  - i) the full name of the Member;



- ii) the residential address, telephone number and electronic mail address (if any) of the Member;
- iii) the type of Membership;
- iv) the date of admission to and cessation of Membership;
- v) the date of last payment of the Member's Membership Fee;
- vi) in the case of an Organisation Member, the full name, address, telephone number and electronic mail address (if any) of its Nominated Representative/s;
- vii) the type of Membership the applicant nominates or is nominated for; and
- viii) such other information as the Board requires.

#### **4.6 Membership Fees**

- (a) Membership fees for each class of membership is the amount determined by the Board as reviewed from time to time.
- (b) If a person is admitted to ordinary Membership of the Company during the months of February to June the Board may reduce the Membership fees payable by the applicant in respect of the remainder of the period until the following Fee Date
- (c) Membership fees are due and payable in advance of the Fee Date.
- (d) If the Membership fees of a Member remains unpaid for 2 months after it becomes payable, the Member ceases to be entitled to any of the rights or privileges of Membership. The rights or privileges of Membership may be reinstated at a later date at the absolute discretion of the Board.

#### **4.7 Cessation of Membership**

Membership will cease immediately if the member:

- (a) Resigns as a member giving notice to the Company
- (b) Dies
- (c) Is expelled as per clause 4.8
- (d) Fails to pay membership fees
- (e) Becomes an untraceable member.

#### **4.8 Conduct of Members**

- (a) Each member agrees to abide by the rules of the Company as set out in this Constitution.
- (b) The Directors may by resolution expel a member who is not a Director if, at their absolute discretion, they decide it is not in the interests of the Company for the person to remain a member.
- (c) If the Directors intend to consider a resolution under rule 4.8(b), at least one week before the meeting at which the resolution is to be considered, they must give the member notice:
  - i) stating the date, place and time of the meeting;
  - ii) setting out the intended resolution and the grounds on which it is based; and
  - iii) informing the member that they may attend the meeting and may give an oral or written explanation or submission before the resolution is put to the vote.

## **5 GENERAL MEETINGS**

### **5.1 Calling General Meetings**

- (a) The Directors may convene a General Meeting when they think fit and must do so if required by the Act.
- (b) A General Meeting may only be called:
- i) by a directors' resolution; or
  - ii) if requested in writing by any three members of the Board of Directors; or
  - iii) if requested in writing by a member representing at least 20 members entitled to vote at a general meeting; or
  - iv) if required under law.
- (c) A request for a General Meeting under clause 5.1(b) ii) or iii)
- i) must state the purpose of the meeting, including any resolution to be put to the meeting
  - ii) must be signed by the directors or members making the request
  - iii) may consist of several documents in similar form
  - iv) must be lodged with the Secretary.
- (d) The Secretary will convene a General Meeting in accordance with clause 5.1(b) ii) or iii) within 60 days of receiving the request.
- (e) The Directors may change the venue for, postpone or cancel a General Meeting if:
- i) they consider that the meeting has become unnecessary; or
  - ii) the venue would be unreasonable or impractical; or
  - iii) a change is necessary in the interests of conducting the meeting efficiently.
- (f) If the general meeting was not called by a directors' resolution or was called in accordance with clause 5.1(b) ii) or iii), then it may not be postponed or cancelled without the prior written consent of the persons who requested the meeting.

### **5.2 Notice of General Meeting**

- (a) Notice of every General Meeting must be given in any manner authorised by clause 16 (Notices) to each person who is at the date of the notice:
- i) a member; or
  - ii) a director; or
  - iii) the Auditor, should the Company be required under the Act to appoint an Auditor.
- (b) A notice of a General Meeting must:
- i) specify the date, time and place of the meeting;
  - ii) except as provided by the Act, state the general nature of the business to be transacted at the meeting; and
  - iii) specify a time, place, or electronic address for the receipt of proxies.
- (c) A person may waive notice of a general meeting by written notice to the Company.
- (d) The non-receipt of notice of a general meeting or proxy form by, or a failure to give notice of a general meeting or a proxy form to, any person entitled to receive notice of a general meeting does not invalidate any thing done or resolution passed at the general meeting if:
- i) the non-receipt or failure occurred by accident or error; or
  - ii) before or after the meeting, the person has notified or notifies the Company of that person's agreement to that thing or resolution.
- (e) A person's attendance at a general meeting waives any objection that person may have to:

- i) a failure to give notice, or the giving of a defective notice, of the meeting unless, at the beginning of the meeting, the person objects to the holding of the meeting; and
- ii) the consideration of a particular matter at the meeting which is not within the business referred to in the notice of the meeting, unless the person objects to considering the matter when it is presented.

### **5.3 Annual General Meeting**

- (a) An AGM shall be held once in every calendar year within 5 months after the end of the financial year.
- (b) The business to be transacted at an annual general meeting may, regardless of whether stated in the notice, include:
  - i) the consideration of the annual financial report and Directors' report;
  - ii) the election of Directors; and
  - iii) should the Company be required under the Act, the appointment of the Auditor.

## **6 PROCEEDINGS AT GENERAL MEETINGS**

### **6.1 Quorum at General Meetings**

- (a) No business may be transacted at a General Meeting, except the election of a chairperson and the adjournment of the meeting, unless a quorum of Members is present when the meeting proceeds to business.
- (b) The quorum at a General Meeting shall be six members present.
- (c) If a quorum is not present within 30 minutes after the time appointed for a general meeting:
  - i) if the general meeting was called under clause 5.1(b) ii) or iii), it is automatically dissolved;
  - or
  - ii) in any other case:
    - (1) it will stand adjourned to the same time and place seven days after the meeting, or to another day, time and place determined by the Directors; and
    - (2) if at the adjourned general meeting a quorum is not present within 30 minutes after the time appointed for the general meeting, the general meeting is automatically dissolved.

### **6.2 General Meetings by Technology**

- (a) The Company may hold a meeting of its members at two or more venues using any technology that gives the members as a whole a reasonable opportunity to participate.
- (b) A Member who takes part in a general meeting by technology is taken to be present at the meeting.
- (c) A Meeting by Technology is deemed to be held at the place decided by the Chairperson, provided at least one of the Members involved is at that place for the duration of the meeting.

### **6.3 Chairperson at General Meetings**

- (a) The chairperson of directors will preside as chairperson at a General Meeting if present within 15 minutes after the time appointed for the meeting and willing to act.
- (b) If there is no chairperson of directors, the members present must elect another chairperson of the meeting.

- (c) A chairperson elected under clause 6.3(b) must be:
- i) another director who is present and willing to act; or
  - ii) if no other director present at the meeting is willing to act, a member who is present and willing to act.

## **6.4 Conducting and Adjourning General Meetings**

- (a) A question arising at a General Meeting relating to the order of business, procedure or conduct of the meeting must be referred to the chairperson of the meeting, whose decision is final.
- (b) The chairperson of a General Meeting may, and must if so directed by the meeting, adjourn the meeting from time to time and from place to place, but no business may be transacted at any adjourned meeting except the business left unfinished at the meeting from which the adjournment took place.
- (c) Notice of an adjourned general meeting will only be given in accordance with clause 16 (Notices) if a general meeting has been adjourned for more than 30 days.
- (d) Where a meeting is adjourned, the directors may change the venue of, or postpone or cancel, the adjourned meeting, unless the meeting was called and arranged to be held by
- i) the members under clause 5.1(b) ii) or iii); or
  - ii) the court under the Act.

## **6.5 Decision on Questions**

- (a) Subject to the Corporations Act in relation to special resolutions, a resolution is carried at a General Meeting if a majority of the votes cast on the resolution are in favour of the resolution.
- (b) The chairperson of a General Meeting shall have a casting vote at general meetings in addition to the chairperson's votes as a Member or proxy.
- (c) A resolution put to the vote of a meeting is decided on a show of hands unless a poll is demanded by any Member or the chairperson of the meeting.
- (d) A poll may be demanded before a vote is taken or before or after the voting results on a show of hands are declared.
- (e) Unless a poll is demanded:
- i) a declaration by the chairperson that a resolution has been carried, carried by a specified majority, or lost; and
  - ii) an entry to that effect in the minutes of the meeting,
- are conclusive evidence of the fact without proof of the number or proportion of the votes in favour of or against the resolution.
- (f) The demand for a poll may be withdrawn.
- (g) An objection to the qualification of a person to vote at a general meeting must be:
- i) raised before or at the meeting at which the vote objected to is given or tendered; and
  - ii) referred to the chairperson of the meeting, whose decision is final.
- (g) A vote not disallowed by the chairperson of a meeting under rule 6.5(g) is valid for all purposes.
- (h) If there is a dispute at a general meeting about a question of procedure, the chairperson of the general meeting may determine the question in accordance with clause 6.4(a).

## 6.6 Proxies

- (a) If a Member appoints a proxy, the proxy may not vote on a show of hands.
- (b) A proxy need not be a Member.
- (c) A proxy may demand or join in demanding a poll.
- (e) A proxy may vote on a poll.
- (f) A proxy may vote or abstain as they choose except where the appointment of the proxy directs the way the proxy is to vote on a particular resolution. If a proxy votes at all, the proxy will be deemed to have voted all directed proxies in the manner directed.
- (g) A proxy is entitled to a separate vote for each member the person represents in addition to any vote the person may have as a member in their own right.

## 6.7 Instrument Appointing Proxy

The instrument appointing a proxy may be in the following form or in a common or usual form.

THE BICENTENNIAL NATIONAL TRAIL Ltd

I, \_\_\_\_\_  
of \_\_\_\_\_  
being a member of the above named company hereby appoint

\_\_\_\_\_  
of \_\_\_\_\_  
or failing them \_\_\_\_\_  
of \_\_\_\_\_

as my proxy to vote for me on my behalf at the (annual or extraordinary, as the case may be) general meeting of the company to be held on the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_ , and at any adjournment thereof.

My proxy is hereby authorised to vote \* in favour of / \* against the following resolutions :

\_\_\_\_\_  
SIGNED this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_ ,

.....  
\* Strike out whichever is not desired.

Note : In the event of the member desiring to vote for or against any resolution, they shall instruct their proxy accordingly. Unless otherwise instructed, the proxy may vote as they think fit.

## 6.8 Notification of Proxy

- (a) The instrument appointing a proxy shall be lodged in the manner specified for that purpose in the notice convening the meeting, prior to the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote.
- (b) A person holding a proxy must make themselves known to the chair of the meeting prior to the time for holding the meeting.
- (c) A proxy document is invalid if it is not presented prior to a meeting as required by this document.

## **6.9 Minutes**

- (a) The Directors must ensure minutes of all proceedings of general meetings, of Board meetings and of committees formed by the Directors to be entered, within one month after the relevant meeting is held, in books kept for the purpose.
- (b) The directors must ensure resolutions in writing treated as determinations of the Board and passed by directors (and committees of directors) without a meeting are recorded in books kept for that purpose within one month after the resolution is passed.
- (c) The minutes of a meeting must be endorsed within a reasonable time by the chairperson of the meeting or the chairperson of the next meeting.

## **6.10 Inspection of Minute Books**

- (a) The Directors, or the Company by a resolution passed at a general meeting, may authorise a Member to inspect the books of the Company.
- (b) A Member does not have the right to inspect any document of the Company other than the minute books for general meetings, except as provided by law or authorised by the Directors or by the Company in a general meeting.

# **7 DIRECTORS AND STRUCTURE OF THE BOARD**

## **7.1 Number of Directors**

The Company must have at least 3 Directors and, until otherwise decided by ordinary resolution, not more than 7 Directors.

## **7.2 Appointment of Elected Directors**

- (a) Elected Directors are elected by members for a period of 2 years.
- (b) Elected Directors shall be elected by those members present and eligible to vote at an annual general meeting.
- (c) Elected Directors are eligible for re-appointment for consecutive terms should they be re-elected.
- (d) There is no maximum term for Elected Directors.
- (e) An Elected Director is required to retire from office at the conclusion of the second year following their appointment.
- (f) By rotation in alternate years either three or four Elected Director positions become vacant.

## **7.3 Qualification for Directors**

- (a) A person is only eligible for appointment as a Director if they are a member of the Company as defined in this Constitution.
- (b) All Directors must be natural persons.

## **7.4 Nomination and Election Process**

- (a) Any two members of the Company may nominate any other member to serve as an Elected Director of the Board of Directors.
- (b) The nomination will be in writing and signed by the member and their proposer and seconder, and will be lodged with the secretary fourteen days prior to the annual general meeting.
- (c) The ballot for an election to fill one or more Elected Director positions will be conducted in accordance with the following procedure:

i) if at the close of nominations for an election to fill one or more Elected Director positions the number of eligible nominees is equal to or less than the number of positions to be filled, then no election is required and those eligible nominees will be taken to be elected to fill one or more of the Elected Director positions; and

ii) if at the close of nominations for an election to fill one or more Elected Director positions there are more eligible nominees than the number of positions to be filled, a ballot will be conducted as a poll and the eligible nominee/s who receives the highest number of votes will be elected to fill the Elected Director positions. If two or more nominees get the same number of votes and at the relevant time there is only one Elected Director position to be filled then the Chairperson is to draw the name of one of those nominees by lot. That nominee is to be elected as an Elected Director.

(d) If insufficient nominations are received to fill all vacant positions the remaining vacant positions are declared casual vacancies and may be filled in accordance with clause 7.9.

## **7.5 Office Bearers**

(a) The Board shall elect office bearers from amongst themselves by a majority vote. The Office Bearers are:

Chairperson

Vice Chairperson

Treasurer

(b) The Director elected to be Chairperson under clause 7.5(a) will remain Chairperson for the duration of their term of office as Director and shall chair any meeting of Directors.

(c) Despite clause 7.5(b) if:

(i) there is no person elected as Chair; or

(ii) the Chair is not present within 15 minutes after the time appointed for the holding of the meeting; or

(iii) the Chair is unwilling to act,

the Directors present may elect one of their number to be Chair of the meeting.

## **7.6 Terms and Conditions of Office**

The Directors hold office on the terms set out in this Constitution.

## **7.7 Cessation of Director's Appointment**

(a) A retiring Director holds office until the end of the meeting at which that Director retires but, subject to the requirement of this Constitution, including clause 7.2, is eligible for re-election.

(b) In addition to the circumstances in which the office of a Director becomes vacant by virtue of the Corporations Act or another provision of this constitution, the office of Director immediately becomes vacant if any of the following occurs:

i) The Director resigns by written notice to the Secretary. The resignation takes effect when the notice is received by the Secretary or on a later date specified in the notice.

i) The Director becomes an insolvent under administration.

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

iii) The Director is absent from at least 3 consecutive Board meetings or at least 6 Board meetings over a consecutive period of 12 months without the prior consent of the Board.

iv) The Director becomes prohibited from being a director by reason of an order made under the Corporations Act.

## **7.8 Removal from Office**

(a) Members may remove a Director prior to the expiration of that Director's term of office by resolution at an extraordinary general meeting called for that purpose.

(b) A Director removed under clause 7.8(a) retains office until the dissolution or adjournment of the general meeting at which they are removed.

(c) A Director removed under clause 7.8(a) cannot be reappointed as a Director within three years of their removal, unless otherwise resolved at a general meeting.

## **7.9 Filling a Casual Vacancy on Board of Directors**

(a) The Board may appoint a member to fill a vacant board position until the next Annual General Meeting, provided the total number of Directors does not exceed the number fixed in clause 7.1.

(b) A person appointed under clause 7.9(a) holds office until the next AGM at which time they can offer themselves for election as an Elected Director.

## **7.10 Directors and Remuneration**

No Director will be paid for duties as Director except as allowed under clause 2.3.

## **7.11 No Alternate Director**

A Director cannot appoint an alternate.

# **8 DIRECTORS INTERESTS**

## **Declaration of Interests**

(a) A Director shall declare to the Directors any material personal interest or related party transaction, as defined by the Corporations Act, as soon as practicable after that Director becomes aware of their interest in the matter.

(b) Where a Director declares a material personal interest or in the event of a related party transaction, that Director must absent themselves from discussion of such matter and shall not be entitled to vote in respect of such matter unless otherwise determined by the Directors.

(c) In the event of any uncertainty in this regard, the issue shall immediately be determined by a vote of the Directors or, if this is not possible, the matter shall be adjourned or deferred to the next meeting.

(d) Notice of declared interests are to be recorded in the Minutes.

# **9 POWERS OF THE BOARD**

## **9.1 General Powers**

Except as otherwise required by the Law, any other applicable law of this document, the Board of Directors has the power to manage the business of the Company and may exercise every right, power or capacity of the Company.



## **9.2 Management and Control Vested in the Board**

The management and control of the business and affairs of the Company are vested in the Board, which (in addition to the powers and authorities conferred upon them by this document) may exercise all powers and do all things as are within the power of the Company and are not by this document or by Corporations Act directed or required to be exercised or done by the Company in general meeting.

## **10 DIRECTORS MEETINGS**

### **10.1 Convening Board Meetings**

The Chairperson may at any time and the Company Secretary must on request from the Chairperson convene a Board meeting.

### **10.2 Notice of Board Meetings**

The convener of each Board meeting must give reasonable notice individually to each Director. This notice may be given orally (including by telephone), or in writing, including by email or electronic transmission but failure to give notice to or non-receipt by a Director does not result in a Board meeting being invalid.

### **10.3 Use of Technology**

(a) A Board meeting may be held using any means of audio or audio-visual communication by which each Director participating can hear and be heard by each other Director participating. A Board meeting held by use of technology is treated as at the place where the chairperson of the meeting is located.

(b) If, before or during the meeting, any technical difficulty occurs as a result of which one or more directors cease to participate, the chairperson may adjourn the meeting until the difficulty is remedied or may, where a quorum of directors remains present, continue with the meeting.

### **10.4 Chairing Board Meeting**

The Chairperson will be responsible for chairing any Board meeting. If the Chairperson is not present within 15 minutes after the time for which a Board meeting is called, or is unwilling to act, the Vice Chairperson will chair the meeting. Failing that, the Directors present must elect a Director present to chair the meeting.

### **10.4 Quorum at Meeting of Directors**

A quorum for a meeting of the Board of Directors shall be three Directors.

### **10.5 Majority decisions**

A resolution of the Board must be passed by a majority of the votes cast by Directors entitled to vote on the resolution. The Chairperson does have a second or casting vote. If an equal number of votes are cast for and against a resolution, the matter is decided in the negative.

### **10.6 Procedural Rules**

The Board may adjourn and, subject to this constitution, otherwise regulate its meetings as it decides.

## **10.7 Written Resolution**

If all the Directors entitled to receive notice of a Board meeting and to vote on a resolution sign a document containing a statement that they are in favour of the resolution set out in the document, a resolution in those terms is treated as having been passed at a Board meeting at the time when the last Director signs.

## **10.8 Additional Provisions Concerning Written Resolutions**

For the purpose of clause 10.7 above

- (a) two or more separate documents in identical terms, each of which is signed by one or more Directors, are treated as one document;
- (b) an electronic communication, fax or e-mail message containing the text of the document expressed to have been signed by a Director and sent to the Company is a document signed by that Director at the time of its receipt by the Company.

## **10.9 Valid Proceedings**

Each resolution passed or thing done by, or with the participation of, a person acting as a Director or member of a committee is valid even if it is later discovered that:

- (a) there was a defect in the appointment of the person; or
- (b) the person was disqualified from continuing in office, voting on the resolution or doing the thing.

## **10.10 Delegation of Powers**

- (a) The directors may delegate any of their powers to one or more committees consisting of the number of directors they think fit.
- (b) A committee to which any powers have been delegated must exercise the powers delegated in accordance with any directions given by the directors in writing.
- (c) The provisions of this constitution that apply to meetings and resolutions of directors apply, so far as they can and with any necessary changes, to meetings and resolutions of a committee of directors.
- (e) The directors may delegate any of their powers to one director.
- (f) A director to whom any powers have been delegated must exercise the powers delegated in accordance with any directions given by the directors in writing.

# **11 COMPANY SECRETARY**

## **11.1 Appointment and Removal of Company Secretary**

There must be at least one Company Secretary who is to be appointed by the Directors.

## **11.2 Suspension or Removal of Company Secretary**

A Company Secretary holds office on the terms and conditions and with the powers, duties and authorities, delegated to them by the Directors.

## **12 DISPUTE RESOLUTION**

(a) The dispute resolution procedure set out in this clause applies to disputes under this Constitution between:

- i) a Member and the Company; or
- ii) a Director and another Director; or
- iii) a Director and the Company.

(b) The parties to the dispute must meet and discuss the matter in dispute, and if possible, resolve the dispute within 14 days after the dispute comes to the attention of all of the parties.

(c) If the parties are unable to resolve the dispute at the meeting, or if a party fails to attend that meeting, then the parties must, within ten days, hold a meeting in the presence of a mediator.

(c) The mediator must be:

- i) a person chosen by agreement between the parties; or
- ii) in the absence of agreement a person who is a mediator appointed or employed by a Dispute Resolution Centre.

(d) The parties to the dispute must, in good faith, attempt to settle the dispute by mediation.

(e) If the mediation process does not result in the dispute being resolved, the parties may seek to resolve the dispute in accordance with the Law or otherwise at law.

## **13 INDEMNITY AND INSURANCE**

### **13.1 Persons to Whom the Indemnity and Insurance Apply**

The indemnity and insurance referred to in this clause 13 apply to Indemnified Officers.

### **13.2 Indemnity**

(a) The Company must indemnify, on a full indemnity basis and to the full extent permitted by law, each Indemnified Officer against all losses or liabilities (including costs and expenses) incurred by the person as an officer of the Company.

(b) This indemnity:

- i) is a continuing obligation and is enforceable by an Indemnified Officer even though that person has ceased to be an officer of the Company; and
- ii) operates only to the extent that the loss or liability in question is not covered by insurance.

### **13.3 Insurance**

The Company may, to the extent permitted by law:

- i) purchase and maintain insurance; or
- ii) pay or agree to pay a premium for insurance,

for any Indemnified Officer against any liability incurred by the person as an officer of the Company where the directors consider it appropriate to do so.

## **14 COMPANY SEAL AND EXECUTION OF DOCUMENTS**

### **14.1 Company Seal is Optional**

The Company may have a Seal.

## **14.2 Affixing the Seal**

- (a) The Seal must only be used with the authority of the Board.
- (b) The Company may execute a document by affixing the Seal where the fixing of the Seal is witnessed by either of the following:
  - i) Two Directors; or
  - ii) One Director and the Secretary

## **14.3 Execution of Documents Without Seal**

The Company may execute a document without the use of the Seal if the document is signed by either of the following:

- i) Two Directors, or
- ii) One Director and the Secretary

# **15 ACCOUNTS AND FINANCIAL STATEMENTS**

## **15.1 Company Must Keep accounts**

- (a) The financial year of the Company begins on 1 July and ends at 30 June in the following calendar year.
- (b) Proper books and financial records must be kept recording the financial affairs of the Company.
- (c) The Company must comply with the relevant accounting and financial reporting requirements of the Act.
- (d) The Company has self assessed as meeting the definition of a small company limited by guarantee and is not required to prepare a financial report or have it audited.
- (e) Notwithstanding clause 15.1(d) the Company will prepare a financial report and will have the financial report available to members at the annual general meeting.
- (f) Should the Company cease to meet the definition of a small company limited by guarantee it will comply with the financial reporting and audit framework required under the Act.

## **15.2 Banking**

All the money of the Company must be deposited in an account in the name of the Company at a bank chosen by the Board.

## **15.3 Inspection of Financial Records and Books**

- (a) The Board may decide whether and to what extent, and at what time and place and under what conditions the financial records and other documents of the Company or any of them will be open to the inspection by Members other than the Board.
- (b) No Member other than a Director has the right to inspect any document of the Company except as set out in the Corporations Act or as authorised by the Board.

# **16 NOTICES**

## **16.1 Notices by the Company**

A notice is properly given by the Company to a person if it is:

- (a) in writing signed on behalf of the Company (by original, authorised electronic or printed signature);
- (b) addressed to the person to whom it is to be given; and
- (c) either:
  - i) delivered personally; or
  - ii) sent by pre-paid mail (by airmail, if the addressee is overseas) to that person's address; or
  - iii) sent by fax to the fax number (if any) nominated by that person; or
  - iv) sent by electronic message to the electronic address (if any) nominated by that person.

## **16.2 Notices to the Company**

Notices may be sent to the Company:

- (a) by sending it by post to the postal address of the Company; or
- (b) by sending to the email or electronic address nominated by the Company; or
- (c) by delivering to the registered address of the Company.

## **16.3 When Notice is Given**

A notice to a person by the Company is regarded as given and received:

- (a) if it is delivered personally or sent by fax or electronic message:
  - i) by 5.00 p.m. (local time in the place of receipt) on a business day – on that day; or
  - ii) after 5.00 p.m. (local time in the place of receipt) on a business day, or on a day that is not a business day – on the next business day; and
- (b) if it is sent by mail:
  - i) within Australia – three business days after posting; or
  - ii) to a place outside Australia – seven business days after posting.

A certificate in writing signed by a Director or Secretary of the Company stating that a notice was sent, is conclusive evidence of service.

## **16.4 Business Days**

For the purposes of clause 16.3 a day that is not a Saturday, Sunday or public holiday in the place to which the notice is sent is a business day.

## **16.5 Counting Days**

If a specified period must pass after a notice is given before an action may be taken, neither the day on which the notice is given nor the day on which the action is to be taken may be counted in the reckoning the period.

# **17 AMENDING THE CONSTITUTION**

## **Generally**

This Constitution and each of its provisions can only be amended, modified or replaced by Special Resolution passed at an Annual General Meeting or Extraordinary General Meeting of Members .

## **SCHEDULE 1**

### **Honorary Life Members**

The following people have been admitted as honorary life members in recognition of their service to further the objects of The Bicentennial National Trail:

Michael Allen	2002
Brian Taylor	2003
Barry Nielson	2012
John Landy	2012
Daniel Thomas (Tom) McVeigh	2013

## **SCHEDULE 2**

### **Original Subscribers**

The names, addresses and occupations of the original subscribers are as follows:

REGINALD MURRAY WILLIAMS C.M.G.  
Rockybar Arabians,  
Hodgson Vale, Queensland.  
Company Director.

DANIEL THOMAS McVEIGH  
First Floor,  
CML Building,  
158 Margaret Street,  
Toowoomba, Queensland.  
Federal Member of Parliament.

ANDRIENNE MARY ELISE SMITH  
32 George Street,  
Avalon Beach, New South Wales.  
Sports administrator.

ARTHUR ALBERT FRANCIS ROBERTSON  
45 Albany Crescent,  
Aspendale, New South Wales.  
Chartered Accountant.

JOHN MICHAEL LANDY  
C/- Promotion Australia,  
12th Floor,  
Marland House,  
570 Bourke Street,  
Melbourne, Victoria.  
Consultant.