CEAV
Career Counselling
Australia

Constitution

CEAV Career Counselling Australia Limited

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Corporations Act 2001

Public Company Limited by Guarantee

CEAV Career Counselling Australia Limited
ACN 603 436 353

1. General

1.1 Company Name

The name of the company is CEAV Career Counselling Australia Limited (the **Company**).

1.2 Defined meanings

Words used in this document and the rules of interpretation that apply are set out and explained in the definitions and interpretations clause at the back of this document.

1.3 Application of the Corporations Act

The Replaceable Rules in the Corporations Act are displaced by this Constitution in their entirety and do not apply to the Company.

2. Charitable purpose and Objects

2.1 Charitable purpose

The principal purpose of the Company is relieving the needs of persons who are marginalised, vulnerable, or suffer from disadvantage, including:

(a) indigenous communities;

(b) individuals experiencing chronic unemployment or underemployment due to limited work experience and training;

(c) individuals with physical or mental disabilities;

(d) individuals with limited English language or literacy skills; and

(e) individuals from low socio-economic backgrounds who are employed but have limited options to advance in their career,

through career education, development and guidance to overcome the barriers to gaining employment, increase participation in the work force and provide relief from poverty.

2.2 Objects

In pursuing its charitable purpose, the Company's Objects are to carry out the following, exclusively for the aid of the persons described in clause 2.1:

(a) provide career development teaching programs to the public;

(b) provide career development learning programs;

(c) develop relevant, innovative and quality career development professional learning and training programs, products and communications media;

(d) develop, manage and promote quality career education and development projects, services and resources;

(e) advocate for career education in conjunction with schools, parent bodies, Principals, teachers and education groups, government departments, employer bodies, unions, employment agencies, disability and refugee organisations, and other stakeholders;

(f) conduct and publish career research;

(g) cooperate and collaborate with government, non-government organisations, as well as other charitable and not-for-profit institutions, or forming commercial or strategic alliances with the same, in pursuit of the Company's objects; and

(h) do such other things as may be necessary, incidental or conducive to the attainment of the Company's objects and the exercise of its powers.

2.3 Powers under the Corporations Act

The Company has the powers set out in the Corporations Act but only to do all things that are necessary, convenient or incidental to carry out its charitable purpose and the Objects.

3. Income and property of the Company

3.1 Application of income and property

The income and property of the Company will only be applied towards the promotion of the Objects.

3.2 Restriction of transfer of income and property

Subject to clauses 3.3, 3.4 and 17.3, no portion of the income or property will be paid or transferred directly or indirectly to the Member.

3.3 Payment of Company expenses

Nothing in clause 3.2 prevents the payment in good faith of reasonable and proper:

(a) subject to clause 3.4, payment to the Member for goods or services it has provided or expenses in the ordinary and usual course of business;

(b) interest on money borrowed from the Member for any of the purposes of the Company (provided the interest rate does not exceed the rate charged by the Company's bank on similar borrowings); or

(c) rent for premises let by the Member to the Company; or

(d) payment to the Member in carrying out the Company's charitable purpose(s).

3.4 No Remuneration for Directors

No Remuneration or other benefit may be paid or given by the Company to any Director except:

(a) for the reimbursement of out-of-pocket expenses incurred on reasonable commercial terms in carrying out the duties of a Director where the amount does not exceed an amount previously approved by a resolution of the Directors; or

(b) for any service rendered to the Company in a professional or technical capacity, other than in a capacity as a Director, where the terms of service are on reasonable commercial terms and have been previously approved by a resolution of the Directors; or

(c) relating to an indemnity in favour of the Director or a contract of insurance, as provided for in clause 18.

3.5 No employment for Directors

The Company must not enter into any employment relationship with any of the Directors, and an employee of the Company shall not be eligible to be a Director.

3.6 Application of Grants

Subject to clauses 3.1 and 3.2, the allocation, distribution, expenditure or appropriation of Grants (including any interest accrued in respect of Grants) must be made in accordance with the terms and conditions that may attach to them and in accordance with any policies and procedures specified in legislation, program guidelines and other conditions issued or prescribed or otherwise imposed by the relevant Government Agency or by its Minister, as applicable.

4. Membership

4.1 Sole Member of the Company

The Member is the sole member of the Company.

4.2 Rights of Member

(a) The Member is entitled to all the privileges of membership and must observe this Constitution and any By-Laws, rules and conventions adopted by the Board from time to time.

(b) Subject to clause 4.3, the rights of the Member are not transferable.

4.3 Member representative

(a) The Member may appoint a natural person as a representative to exercise all or any of the powers the Member may exercise:

(i) at meetings of creditors; or

(ii) relating to resolutions to be passed without meetings.

(b) The appointment may be a standing one.

(c) The appointment may set out restrictions on the representative's powers. If the appointment is to be by reference to a position held, the appointment must identify the position.

(d) The Member may appoint no more than three representatives. In the event that more than one representative is appointed at any time, only one representative may exercise the Member's powers at any one time.

(e) Unless otherwise specified in the appointment, the representative may exercise, on the Member's behalf, all of the powers that the Member could exercise.

4.4 Register of members

(a) A Register of members must be kept by the Company, showing in respect of the Member:

(i) the full name or the corporate identifier of the Member, as applicable;

(ii) the address, telephone and electronic mail address of the Member;

(iii) the date of admission to and cessation of membership; and

(iv) such other information as the Board may require.

(b) The electronic mail address of the Member in the Register may serve as the address of the Member for the purpose of service of any notices to the Member, unless otherwise notified by the Member.

4.5 Change of Member details

The Member must notify the Company in writing of any change in its details within one (1) month after the change.

4.6 Member's liability

The liability of the Member is limited.

5. Resolutions of the Member

All resolutions and decisions required by the Corporations Act or by this Constitution to be made by the Member (including those which are required by the Corporations Act to be a special resolution) may be passed and made by the Member recording the resolution or decision and signing the record.

6. Board of Directors

6.1 Powers and duties of the Board

Subject to the Corporations Act and this Constitution, the business of the Company is to be managed by or under the direction of the Directors. The Directors may exercise all the powers of the Company that are not required by law or this Constitution to be exercised by the Member.

6.2 Composition of the Board

(a) The Board shall comprise *ex officio* the persons who hold office from time to time as directors of the Member..

(b) The number of Directors will vary as the number of directors of the Member varies, the minimum number being four (4).

6.3 Appointment of Directors

The Directors shall be deemed appointed to the Board of the Company upon their appointment as directors of the Member.

6.4 Term

Each Director will hold office for as long as they hold office as a director of the Member.

6.5 Office bearers

(a) The chair of the Company (**Chair**) and deputy chair of the Company (**Deputy Chair**) shall be the persons who hold office from time to time as chair and deputy chair of the board of the Member, respectively.

(b) If directors hold any other office bearer positions on the board of the Member, they shall hold the equivalent positions on the Board.

6.6 Vacation of office

In addition to the circumstances in which the office of Director becomes vacant by virtue of the Corporations Act or other provisions of this Constitution, the office of Director is vacated automatically if the Director ceases to be a director of the Member.

6.7 Less than minimum number of Directors

The continuing Directors may act despite any vacancy in their body. If the number falls below the minimum number fixed in accordance with this Constitution, the Directors may act only to call on the Member to ensure that a casual vacancy on the Board of the Member is filled.

6.8 No alternates or proxies

A Director must not appoint an alternate or a proxy to represent the Director or exercise some or all of the Director's powers. For the avoidance of doubt, each Director must act and exercise the powers and responsibilities of the office of Director personally.

7. Directors' meetings

7.1 Directors' meetings

The Board may meet together for the dispatch of business and adjourn and otherwise regulate its meetings as it thinks fit.

7.2 Use of technology to hold Directors' meetings

Subject to the Corporations Act, and without limiting the discretion of the Board to regulate its meetings under this Constitution, a meeting of the Board may, with the consent of all Directors (which consent may be standing), be held by the Directors communicating with each other by any technological means by which they are able to simultaneously hear each other and to participate in the discussion.

7.3 Quorum

A quorum of the Board comprises a majority of the Directors eligible to vote. The quorum must be present at all times during the meeting.

7.4 Chair

(a) The Chair will preside at Directors' meetings.

(b) Where a Directors' meeting is held and the Chair is absent or not present within 15 minutes of the time appointed for holding the meeting or is unwilling to act:

(i) the Deputy Chair (if one is appointed) will chair the meeting; or

(ii) if the Deputy Chair is not present within 15 minutes after the time appointed for holding the meeting or is unwilling to act, the Directors present must choose one of their number to be chair of such meeting.

7.5 Voting

(a) At a Directors' meeting, each Director present will have one vote.

(b) All questions arising at any Directors' meeting shall be decided by a majority of votes of the Directors present and entitled to vote and a determination by a majority of Directors shall for all intents and purposes be deemed a determination of the Directors.

(c) In case of an equality of votes, the Chair of the Board shall have a second or casting vote.

7.6 Circulatory resolutions of Directors

(a) If a majority of the total number of Directors have provided consent in writing that they are in favour of a resolution of the Directors which has been circulated to the Directors, such resolution is treated as having been passed at a meeting of the Directors held on the day on which the written consent was provided. If the Directors provide written consent on different days, then a resolution is treated as having been passed on the day on which written consent was last provided by a Director thereby constituting a majority of the total number of Directors. A resolution is not treated as passed on that day if the circular resolution, by its terms, is said to take effect from another specified date.

(b) For the purposes of this clause 7.6, two (2) or more separate documents containing written consent in identical terms each of which is signed by one or more Directors are together treated as constituting one document containing written consent in those terms signed by those Directors on the respective days on which they signed the separate documents.

(c) The document or documents referred to in this clause 7.6 are treated as constituting a minute of that meeting and must be entered in books kept for that purpose.

7.7 Validity of acts of Directors

If it is discovered that:

(a) there was a defect in the appointment of a person as a Director or member of a Committee; or

(b) a person appointed to one of those positions was disqualified,

all acts of the Directors or the Committee before the discovery was made are as valid as if the person had been duly appointed and was not disqualified.

7.8 Delegation of Powers

(a) The Directors may delegate any of their powers, other than those which by law must be dealt with by the Board, to one or more Directors, a Committee, the Chief Executive Officer, any other employee or any other person.

(b) A delegate must exercise its powers in accordance with any directions of the Directors and a power exercised in that way is taken to have been exercised by the Directors.

(c) A delegate may be authorised by the Directors to sub-delegate all or any of the powers for the time being vested in it.

(d) The Directors may at any time revoke, withdraw, alter or vary all or any delegation of their powers. No delegation will prevent the exercise of any power by the Directors.

8. Observers

The Board may request the attendance at any meeting of the Board of any person who in the opinion of the Board may be able to assist the Board regarding any matter before it.

9. Committees

9.1 Establishment

The Board may establish one or more committees for such purposes as it thinks fit from time to time.

9.2 Terms of reference

Subject to this Constitution, each Committee will have terms of reference specified by the Board.

9.3 Membership

The membership of each Committee will be determined by the Board. At least one member of a Committee must be a Director, and the Board will appoint the chair of each Committee.

9.4 Delegation to committee

Without limiting clause 7.8, the Board may delegate any of their powers (other than this power of delegation) to such committees as it thinks fit. The Board may at any time revoke, withdraw, alter or vary all or any of such powers. No delegation will prevent the exercise of any power by the Board.

9.5 Committee powers

Any Committee so formed must, in the exercise of the powers so delegated, or functions entrusted, conform to any directions that may at any time be imposed by the Board. Any power exercised by a Committee will be deemed to have been exercised by the Board.

10. Minutes and Registers

10.1 Minutes

(a) The Board must keep minute books in which it will record:

(i) all appointments of Officers;

(ii) all proceedings and resolutions of general meetings, Board meetings and Committee meetings; and

(iii) all circular resolutions passed by the Board in accordance with clause 7.6.

(b) Minutes of meetings or passing a circular resolution must be signed by the Chair within a reasonable time after the meeting is held or the resolution is passed (as applicable).

10.2 Registers

The Company must keep all registers required under the Corporations Act.

11. By-Laws

11.1 Power to make By-Laws

Subject to and consistent with this Constitution, the Board may from time to time make by-laws for or with respect to all matters relating to the organisation, management and good governance of the Company and in particular, without affecting the generality of the foregoing, for or with respect to:

(a) the ethical standards and rules of the Company;

(b) policies and procedures for the Company's Member, employees and volunteers;

(c) the governance and management of the Company;

(d) any other matter not being inconsistent with this Constitution or the Corporations Act which relates to the operations or conduct of the Company.

11.2 Variation of By-Law

The Board may, by resolution, repeal, revoke, alter, amend or otherwise modify any By-Law or part of a By-Law.

12. Execution of documents

(a) Any document or instrument will be properly executed and binding on the Company if the document is signed by any two Directors or a Director and the Company secretary. The Directors may from time to time determine or authorise that a document or instrument on behalf of the Company may be executed in a different way.

(b) All cheques, promissory notes, drafts, bills of exchange and other negotiable instruments and all receipts for money paid to the Company must be signed, drawn, accepted, endorsed or otherwise executed in accordance with delegations authorised by the Board or as otherwise approved by the Board.

13. Chief Executive Officer

13.1 Appointment of Chief Executive Officer

The Board may appoint a person to be the Chief Executive Officer of the Company on such terms, conditions and Remuneration as the Board determines. The Chief Executive Officer shall be responsible to the Board for the leadership, stewardship and management of the Company.

13.2 Delegations to the Chief Executive Officer

Without limiting clause 7.8, the Board may from time to time delegate to the Chief Executive Officer such of the powers exercisable under this Constitution by the Board as it sees fit (including the powers of delegation), and may confer such powers for such objects and purposes, and upon such terms and conditions, and with such restrictions, as the Board thinks expedient, but not to the exclusion of, or in substitution for, all or any of the powers of the Board. The Board may at any time or times alter, revoke, withdraw or vary all or any of such delegations.

13.3 Board meetings

The Chief Executive Officer:

(a) shall receive notice of and attend all Board meetings, except where otherwise requested by the Board;

(b) may speak, but not vote, at Board meetings; and

(c) is not to be counted towards quorum at Board meetings.

14. Accounts and audit

14.1 Preparation of accounts

(a) The Board must cause the Company to prepare financial accounts in accordance with the law.

(b) The Board must cause the Company to prepare a financial report, a Director's report and any other reports that comply with the ACNC Act and any other relevant legislation.

14.2 Auditing of financial report

The Board must cause the Company's financial report for each Financial Year to be audited by the Auditor and obtain an auditor's report in accordance with any requirements of the ACNC Act and any other relevant legislation. Audited financial reports provided to the Member are conclusive.

14.3 Inspection of books

(a) The following persons may at any reasonable time access and inspect any financial record of the Company:

(i) the Auditor; and

(ii) any Director.

(b) Subject to the Corporations Act, the Board may determine whether and to what extent, and at what times and places and under what conditions, the accounting records and other documents of the Company or any of them will be open for inspection by the Member or its representatives appointed under clause 4.3.

14.4 Appointment of Auditor

(a) An Auditor or Auditors shall be appointed and their duties regulated in accordance with the Corporations Act and the ACNC Act.

(b) The Remuneration of the Auditor is to be determined by the Directors.

14.5 Removal of Auditor

Subject to the requirements of the Corporations Act and the ACNC Act, the Company may remove an Auditor by resolution of the Member.

15. Notice

15.1 Notice by the Company

(a) Notice may be given by the Company to any person who is entitled to notice under this Constitution:

(i) personally; or

(ii) by sending it by post to the address supplied by the person to the Company for sending notices to the person; or

(iii) by sending it to the electronic mail address (if any) or other electronic means of communication nominated by the person;

(iv) by any other means authorised by the Corporations Act.

(b) A notice sent by post is taken to be given three (3) days after it is posted.

(c) A notice sent by electronic mail or by other electronic means, is taken to be given on the Business Day after it is sent.

(d) A notice of meeting given to a Member in accordance with section 110D(1)(d) of the Corporations Act is taken to be given on the Business Day after the day on which the Member is notified that the notice of meeting is available.

15.2 Notice to Company

Any notice or other document required to be served upon the Company may be served by leaving it with the Company secretary or by forwarding it through the post in a pre-paid letter addressed to the Company at its registered office or by other electronic means to the Company secretary.

16. Amendments

(a) Subject to clause 16(b), any amendments to this Constitution must be made by a resolution of the Member.

(b) No amendment may be made to this Constitution which would prejudice the Company's registration as a charity with the ACNC, and any resolution or document purporting to make such an amendment shall be void and of no effect with respect to that amendment.

17. Winding up

17.1 Winding up

The Company must be wound up if the Member resolves that the Company should be wound up and/or if the Company is required to be wound up at law.

17.2 Contribution by Member

If the Company is wound up, the Member undertakes to contribute to the property of the Company for the payment of debts and liabilities of the Company and payment of costs, charges and expenses of winding up such amount as may be required, not exceeding $10.

17.3 Distribution of surplus assets

(a) Upon the winding up of the Company, any surplus remaining after the satisfaction of all its debts and liabilities shall be dealt with as follows:

(i) where the surplus comprises of Grants (including any interest accrued in respect of Grants), such surplus is to be given, transferred or otherwise applied in accordance with the conditions attaching to the Grant;

(ii) where the Company is endorsed as a DGR, any surplus comprising of DGR Contributions must be transferred in accordance with clause 17.4; and

(iii) in any other case, the surplus must be given or transferred to a charitable institution, body, entity or organisation operated in Australia that has similar objects to the Company and the governing documents of which prohibit the distribution of its income and property among its members to an extent at least as great as is imposed on the Company under this Constitution,

such institution, body, entity or organisation to be determined by the Member at or before the winding up and in default, by application to the Supreme Court of Victoria for determination.

(b) For the avoidance of doubt, the whole or any part of such surplus referred to in clause 17.3(a) may be distributed to the Member, provided that the Member meets the relevant requirements of clause 17.3(a).

17.4 Distribution of surplus on revocation of deductible gift recipient endorsement

Upon earlier of the revocation of the endorsement of the Company as a DGR or winding up of the Company, any surplus comprising of DGR Contributions must be transferred to an institution, body, entity or organisation:

(A) that is charitable at law;

(B) whose governing documents prohibit the distribution of its income and property among its members to an extent at least as great as is imposed on the Company under this Constitution; and

(C) which is a DGR.

18. Indemnity and access

18.1 Indemnity for liability

To the extent permitted by law and subject to the restrictions in section 199A of the Corporations Act, the Company indemnifies every person who is or has been an Officer of the Company against any liability (other than for legal costs) incurred by that person as such an Officer of the Company (including liabilities incurred by the Officer as a director of a subsidiary of the Company where the Company requested the Officer to accept appointment as director).

18.2 Indemnity for reasonable legal costs

To the extent permitted by law and subject to the restrictions in section 199A of the Corporations Act, the Company indemnifies every person who is or has been an Officer of the Company against reasonable legal costs incurred:

(a) in defending an action for a liability incurred by that person as an Officer of the Company (including such legal costs incurred by the officer as a director of a subsidiary of the Company where the Company requested the Officer to accept appointment as director); or

(b) in connection with or arising from any enquiry or investigation by an Authority or External Administrator involving that person as an Officer of the Company.

18.3 Indemnity in respect for premiums

To the extent permitted by law and subject to the restrictions in section 199B of the Corporations Act, the Company may at any time:

(a) pay premiums in respect of a contract insuring a person (whether with others or not) who is, or has been, an Officer of the Company or a related body corporate; and

(b) bind itself in any contract or deed with any person who is or has been an Officer of the Company or related body corporate to make the payments.

The liability insured against may not include that which the Corporations Act prohibits. Any such premium in relation to a Director is not regarded as Remuneration paid to a Director under this Constitution.

18.4 GST

The amount of any indemnity payable under clauses 18.1 or 18.2 or 18.3 will include an additional amount (**GST amount**) equal to any GST payable by the Officer being indemnified (**Indemnified Officer**) in connection with the indemnity (less the amount of input tax credit claimable by the Indemnified Officer in connection with the indemnity). Payment of any indemnity which includes a GST Amount is conditional upon the Indemnified Officer providing the Company with a GST tax invoice for the GST amount.

18.5 Documentary indemnity

Where the Board considers it appropriate, the Company may execute a documentary indemnity in any form in favour of a person who is or who has been an Officer of the Company, provided the terms of such documentary indemnity are not inconsistent with this clause 18.

18.6 Access to documents

Where the Board considers it appropriate, the Company may:

(a) give a person who is or who has been an Officer of the Company, access to certain documents, including documents provided or available to the Board and other papers referred to in those documents; and

(b) bind itself in any contract or deed with any person who is or has been an Officer of the Company to give the access.

18.7 Reporting on indemnities and insurances

Subject to any exception provided for in the Corporations Act, full particulars of the Company's indemnities and insurance premiums in relation to its Officers must be included each year in the Directors' report.

19. Interpretation

19.1 Definitions

In this Constitution unless the contrary intention appears:

ACNC means the Australian Charities and Not-for-profits Commission or its successor.

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

Auditor means any person appointed by the Board under clause 14.4.

Authority means:

(a) a Royal Commission, Board of Inquiry, Parliamentary Committee or similar body;

(b) the Australian Securities & Investments Commission, the Australian Competition and Consumer Commission, ACNC and any other regulatory authority;

(c) a department of any Australian government or of any other jurisdiction;

(d) a public authority;

(e) an instrumentality, agent or appointee of the Crown in right of the Commonwealth, in right of a State or in right of a Territory or the equivalent of any of them in any other jurisdiction;

(f) any other body exercising statutory or prerogative power;

(g) a government, a governmental, semi-governmental or judicial person, authority, body or entity;

(h) a statutory corporation; or

(i) a person, authority, body or entity (whether autonomous or not) who is charged with the administration of law.

Board means the board of Directors, being the board of directors of the Company.

Business Day means a day that is not a Saturday, Sunday or a public holiday in Victoria.

By-Law means a by-law of the Company made in accordance with clause 11.

Chief Executive Officer means the person appointed to serve as the chief executive officer of the Company in accordance with clause 13.

Committee means a committee established in accordance with clause 9.

Company means Australian Centre for Career Education Ltd ACN

Constitution means the constitution of the Company as amended from time to time.

Controller has the meaning given by the Corporations Act.

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

DGR means deductible gift recipient under sub-division 30-BA of the *Income Tax Assessment Act 1997* (Cth).

DGR Contribution means any:

(a) gifts of money or property for the principal purpose of the Company;

(b) contributions made in relation to an eligible fundraising event held for the principal purpose of the Company, and

(c) money received by the Company because of such gifts and contributions.

Directors means all or some of the Directors acting as the Board.

External Administrator means a liquidator, provisional liquidator, Controller or an administrator.

Financial Year has the same meaning as in section 9 of the Corporations Act.

Government Agency means any government or any governmental, semi-governmental or administrative department, entity, agency, authority, commission, corporation or body (including those constituted or formed under any statute) where the department, entity, agency, authority, commission, corporation or body is subject to the control or direction of the Commonwealth of Australia or a State or Territory of Australia.

Grant means a financial assistance arrangement or contribution, whether as capital or otherwise, provided by a State, the Commonwealth, a Government Agency, a private corporation or others, for a specific purpose and period, either by a progress payment or lump sum.

GST has the meaning given to that term in the *A New Tax System (Goods and Services Tax) Act* 1999.

Member means Australian Centre for Career Education Ltd ACN 168 802 720.

Objects means the objects of the Company described in clause 2.

Officer has the meaning given by the Corporations Act.

Register means the register of the Member of the Company kept in accordance with clause 4.4.

Relevant Law means:

(a) the *National Vocational Education and Training Regulator Act 2011* (Cth);

(b) the *Standards for Registered Training Organisations (RTOs) 2015* (Cth);

(c) the ACNC Act;

(d) the *Charities Act 2013* (Cth);

(e) the Corporations Act;

(f) the *Income Tax Assessment Act 1997* (Cth)

Remuneration includes, without limitation, salaries, wages, commissions, fees, rewards, allowances or bonuses.

Replaceable Rules means the provisions referred to in section 141 of the Corporations Act.

19.2 Interpretation

(a) In this Constitution, except where the context otherwise requires, an expression in a clause of this Constitution has the same meaning as in the Corporations Act. Where the expression has more than one meaning in the Corporations Act and a provision of the Corporations Act deals with the same matter as a clause of this Constitution, that expression has the same meaning as in that provision.

(b) In this Constitution, except where the context otherwise requires:

(i) the singular includes the plural and vice versa, and a gender includes other genders;

(ii) another grammatical form of a defined word or expression has a corresponding meaning;

(iii) a reference to an Act is a reference to that Act as modified or amended from time to time and includes any regulations made under that Act and any exemption or modification to that Act applying to the Company;

(iv) a reference to a clause, paragraph, schedule or annexure is to a clause or paragraph of, or schedule or annexure to, this Constitution, and a reference to this Constitution includes any schedule or annexure;

(v) a reference to a document or instrument includes the document or instrument as novated, altered, supplemented or replaced from time to time;

(vi) a reference to a Member present at a general meeting is a reference to Member present in person (including if participating electronically), by a representative (where relevant), or by proxy;

(vii) a reference to **A$**, **$A**, **dollar** or **$** is to Australian currency; and

(viii) the meaning of general words is not limited by specific examples introduced by including, for example or similar expressions.