



GOVERNANCE

AuDHD Council of Australia Ltd

Constitution

A Company Limited by Guarantee

AuDHD Council of Australia Ltd
ACN: 695 087 739

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1. Company's name, Objects and powers

1.1 Name of the Company

The name of the Company is AuDHD Council of Australia Ltd, a company limited by guarantee.

1.2 Objects and Purpose

The Company is established as a not-for-profit to advance:

- (a) social and public welfare; and
- (b) education; and
- (c) health for the public benefit of its members.

The objects of the Company are to:

- (d) advance workforce participation, retention, and career sustainability for people with co-occurring autism and ADHD across Australia;
- (e) advocate for fair, inclusive, and evidence-based employment, training, and professional systems affecting people with co-occurring autism and ADHD;
- (f) promote public understanding of the workforce, wellbeing, and systemic impacts of co-occurring autism and ADHD across the career lifespan of its members;
- (g) develop and disseminate educational resources, guidance, and policy submissions relating to inclusive workforce and professional practices;
- (h) facilitate collaboration and coordination between autism, ADHD, employment, and professional bodies to reduce duplication and systemic fragmentation; and
- (i) promote equity of access and inclusion for under-represented groups, including adults diagnosed later in life, women, gender-diverse people, First Nations peoples, culturally and linguistically diverse communities, and people in regional and remote Australia.

1.3 Powers

- (a) The Company has:
 - (1) the legal capacity and powers of an individual; and
 - (2) all the powers of a body corporate (other than the power to issue shares).
- (b) The Company has the capacities and powers only to the extent:
 - (1) necessary, or convenient, to carry out the Company's objects; or

- (2) incidental to carrying out those objects.

1.4 Limitations and exclusions

1.4.1 No service delivery

The Company must not:

- (c) provide clinical, diagnostic, therapeutic, or medical services;
- (d) deliver NDIS, DES, or other funded service programs; or
- (e) provide job placement or employment brokerage services.

1.4.2 No endorsement or accreditation

The Company must not:

- (f) certify, accredit, rate, or endorse employers, service providers, or practitioners;
or
- (g) operate any employer or provider ranking system.

1.4.3 Collaboration obligation

The Company must seek to operate collaboratively with existing autism, ADHD, and related organisations to avoid unnecessary duplication of advocacy or services.

2. Members' liability and guarantee

2.1 Liability of Members

The liability of each Member is limited to the amount of \$10.

2.2 Guarantee by Members

If the Company is wound up while a person is a Member (or within one year after they stop being a Member) then that person must contribute up to \$10 to the Company for:

- (a) payment of the Company's debts and liabilities incurred before that person ceased to be a Member;
- (b) payment of the costs, charges and expenses of winding-up the Company; and
- (c) adjustment of the rights of the contributories among Members.

3. How the Company's income and property are to be applied

3.1 For the Company's objects – Not for profit

All of the Company's income and property must be applied solely towards the promotion of the Company's objects as set out in clause 1.2.

3.2 No dividends or distributions to Members or Directors

The Company may not pay, or transfer, any of its income or property, directly or indirectly, by way of dividend, bonus or otherwise to any person who is or has been a Member or Director.

3.3 No Payment of fees to directors

The Company must not pay director's fees to a director.

3.4 Remuneration and expenses for Members allowed

- (a) Subject to clause 3.2, the Company may pay remuneration in good faith to any Member, officer or employee of the Company in return for any good or services they provide to the Company in the ordinary and usual course of business.
- (b) The Board may authorise the repayment of any expenses a Member incurs for the Company, or in connection with performing their duties for the Company.

3.5 Payments to directors: restrictions, remuneration, expenses

- (a) If the Company is to pay any remuneration to a Director then the remuneration must be on reasonable commercial terms and the Board must first have:
 - (1) consented to the Director providing those services; and
 - (2) resolved to approve the amount of the payment.
- (b) If the Company is to pay any remuneration to a Director for services rendered in the capacity as an employee of the Company, then the Board must first have resolved to approve the terms of employment.
- (c) The Board may authorise the repayment of any expenses a Director incurs for the Company, or in connection with performing their duties for the Company.

3.6 Loans and leases from Members

- (a) The Company may pay:
 - (1) interest on money borrowed from any Member; and

- (2) reasonable and proper rent for premises a Member leases to the Company.
- (b) For the purposes of clause 3.5(a), if a Member pays the Company a deposit, bond or other security for the payment of fees and charges levied under the Constitution, then that payment is not a loan from the Member.

4. Fees imposed by the Company

4.1 Setting fees

- (a) The Board may prescribe:
 - (1) a cost payable by Members by way of Membership fees and any other fees the Board thinks fit; and
 - (2) when and in what circumstances these fees are payable.
- (b) The Board must give Members at least one month's notice of any increase in the fees, or of a change in the due date for fees payable under clause 4.1(a).

5. Membership

5.1 Members

The Company's Members are as follows (unless the Member has resigned under 5.9(a), or been expelled under clause 5.10:

- (a) the persons who are specified in the application to register the Company lodged under section 117 of the Act and who have consented to be Members; and
- (b) any other person the Board admits to Membership in accordance with this Constitution and the Company's membership policies from time to time.

5.2 Register of Members

- (a) The Company must keep and maintain the Register in accordance with the Act and otherwise as the Board determines.
- (b) Any dispute that arises in relation to the Register must be referred to the Board. The Board's decision is final and binding on all Members (in the absence of manifest error).

5.3 Eligibility for membership

The following are eligible to be Members:

- (1) any person that the Board considers would benefit the Company by becoming a member; and
- (2) any person in a category of persons (whether an individual, employee or representative of an approved organisation or a corporate) that the Company has determined to be eligible to be Members in accordance with the by-laws of the Company and this Constitution.

5.4 Types of membership

The Board may, (subject to the Act) create different types of membership with different rights, obligations, membership fees and restrictions. The types of membership are:

- (c) “Individual Member” is a natural person who has lived experience of AuDHD and meets such other eligibility criteria as set out in the Membership Policy from time to time. Each Individual Member will, subject to this Constitution, have the right to receive notice and to be present and vote at General Meetings.
- (d) “Support Member” is a natural person who is immediate family member, partner, carer, or supporter of a person with AuDHD, or who otherwise demonstrates a clear commitment to supporting AuDHD inclusion and objectives, and who meets the eligibility criteria as set out in the Membership Policy from time to time.
- (e) “Workplace Member” is a legal entity, including a company, partnership, or government organisation, that employs or engages AuDHD individuals and supports the objects of the Company, and which meets the eligibility criteria as set out in the Membership Policy from time to time. A Workplace Member may nominate one authorised representative to represent the organisation to the Company.
- (f) “Institutional Member” is a legal entity, including a professional association, peak body, union, or industry group, that aligns with and supports the objects of the Company and meets the eligibility criteria as set out in the Membership Policy from time to time. An Institutional Member may nominate one authorised representative to represent the organisation to the Company.

5.5 Membership is not transferable

A Member may not transfer their Membership to another person.

5.6 Voting rights

- (a) Only Individual Members are entitled to vote at a General Meeting of the Company.
- (b) Each Individual Member is entitled to one vote at a General Meeting of the Company.

- (c) However, the Board may suspend a member's entitlement to vote if the Member owes the Company any amount that is more than 3 months overdue (or such other period as the Board determines).

5.7 A Member's representative

- (a) If a Member or an Applicant is not a natural person, then it must appoint (in writing) a natural person as its Representative. The Member may remove and replace its Representative by giving written notice to the Board in a form the Board approves.
- (b) The Representative may, on the Member's behalf, exercise all the powers that the Member could exercise at a meeting or in voting on a resolution — unless those powers are restricted in a way set out in clause 5.7(c).
- (c) The document appointing the Representative may set out either or both of:
 - (1) what the Representative is appointed to do; and
 - (2) any restrictions on what the Representative may do.
- (d) If the appointment is made by reference to a position held, then the appointment must identify the position.
- (e) The Company must arrange for:
 - (1) the name and address of the Representative to be entered in the Register; and
 - (2) all correspondence and notices from the Company to the Member to be served on that Representative.

5.8 Applying and being admitted to Membership

- (a) A person's Application to be a Member must be made in the form, and accompanied by any fee, the Board has set.
- (b) The Board will consider and, in its absolute discretion, accept or reject an Application. If the Board rejects an Application, then:
 - (1) it must arrange for any money the Applicant tendered with the Application to be repaid to the Applicant, without interest; and
 - (2) the Board does not have to give any reasons for the rejection.
- (c) An Applicant does not become a Member until the Company has:
 - (1) it must arrange for any money the Applicant tendered with the Application to be repaid to the Applicant, without interest; and
 - (2) the Board does not have to give any reasons for the rejection.

- (d) Each Member is liable for all taxes, duty and charges payable in respect of their Application, their Membership and any related transaction or document. Each Member indemnifies the Company and will keep it indemnified in respect of any liability for all those amounts.

5.9 Resigning from Membership: and ongoing liability

- (a) A Member may resign from Membership by giving written notice to the Company. When the notice period expires, the Member stops being a Member but:
 - (1) they remain liable for any money they owe the Company; and
 - (2) under clause 2.2, they remain liable for another 12 months.
- (b) A Member is deemed to have resigned if they owe the Company any amount that is more than 6 months overdue (the Board may change the length of that period). The Board may reinstate their membership if they pay the outstanding amount.

5.10 Expelling and disciplining a Member

- (c) The Board may expel a Member or implement appropriate disciplinary action if the Member:
 - (3) has committed a breach of any obligation or duty under this Constitution; or
 - (4) has engaged in conduct detrimental to the interests of the Company.
- (d) For any expulsion or discipline to be valid, at least 21 days before the Board meeting at which the resolution is considered, the Member must be given written notice of:
 - (1) the meeting;
 - (2) the intended resolution; and
 - (3) the particulars of the alleged act, omission or conduct complained of;
 - (4) at the meeting (and before the resolution is passed), the Member must be given the opportunity to explain themselves in writing or orally (or both if they request it);,
 - (5) if the Member does give an explanation, then the Board must take it into account;
 - (6) the relevant resolution must be passed by 75% of the Directors present and voting;
 - (7) the Board must arrange for the Member to be given written notice of any Board resolution on the matter; and

- (8) if the Board resolves to expel the Member, then the Member ceases to be a Member when the Board serves them with the notice. The Member's name will be removed from the Register as set out in clause 5.11(a).

5.11 Removing an expelled Member's name from the Register

- (a) If a Member is expelled from the Company, then their name (and that of any Representative they have appointed) must be removed from the Register. The Company has no liability to the Member in respect of their removal from the Register.
- (b) When a Member's name is removed from the Register, the Member no longer has:
 - (1) any rights or privileges attaching to Membership; or
 - (2) any rights which they had against the Company that arose out of their Membership.

6. General Meetings: frequency and notice

6.1 Annual General Meeting required

The Company must hold an Annual General Meeting:

- (a) in every calendar year;
- (b) within five months after the end of its financial year; and
- (c) at the time and place the Board determines.

6.2 Convening Extraordinary Meetings

An Extraordinary Meeting may be convened:

- (a) by the Board at such time and place as the Board thinks fit, (as long as it complies with the Act); and
- (b) by Members as allowed under the Act.

6.3 Notice of General Meetings

- (a) The Board must give at least 21 days' written notice of a General Meeting to the Members, the Directors and the Auditor (unless a change to that arrangement is made under clause 6.4). The notice must specify:
 - (1) the place, the day and the hour of meeting (and if the meeting is to be held in two or more places, the technology that will be used to facilitate this);

- (2) If the meeting is to be held as a Virtual Meeting or Hybrid Meeting, then all necessary information which will allow the member to exercise its rights to participate and vote at the meeting;
 - (3) the general nature of the meeting's business;
 - (4) the details of any special resolutions to be proposed at the meeting; and
 - (5) that Members are entitled to appoint a proxy who must be a Member.
- (b) A Member that is a company is responsible for notifying its Representative of any General Meeting.

6.4 Changing the notice procedure for General Meetings

A meeting may be convened in a way other than, and on shorter notice as long as:

- (a) all the Members entitled to vote at the meeting consent to the change beforehand; and
- (b) the notice and the shorter notice period comply with the Act.

6.5 Failure to receive Notice

A meeting and its proceedings and resolutions are valid even if any one or more of the following is the case:

- (a) the Company accidentally omitted to give notice of a meeting to any Member; or
- (b) any Member did not receive notice of the meeting.

7. General Meetings: proceedings

7.1 Use of technology and virtual meetings

- (a) A General Meeting may be held at 1 or more physical locations, as a Virtual Meeting or as a Hybrid Meeting.
- (b) The Directors may determine the technology or technologies to use for conducting a General Meeting as a Virtual Meeting or a Hybrid Meeting, as long as any technology used complies with any requirements of the Act.
- (c) The provisions of this Constitution regulating the proceedings of the Members apply so far as they are capable of applying to such meetings.

7.2 Place and time

A General Meeting is taken to be held at the place and at the time determined under the Act and otherwise by the Chair.

7.3 Virtual or Hybrid Meetings – quorums, voting, tabling documents and technical difficulties

- (a) This clause 7.3 applies if a General Meeting is held as a Virtual Meeting or a Hybrid Meeting.
- (b) The meeting must be conducted in compliance with any policies and procedures that the Directors set for General Meetings held as a Virtual Meeting or a Hybrid Meeting. Without limitation, those policies and procedures may relate to:
 - (1) verifying the identity of the Member or the Member's proxy, attorney or Representative;
 - (2) the security of the technology used; or
 - (3) the use of technology to pass resolutions at a General Meeting.
- (c) All persons attending the meeting remotely are taken for all purposes to be present in person at the meeting while so attending.
- (d) A vote taken at the meeting may be taken on a poll if demanded by the Chair or any Member present, or on a show of hands. In either case, the Chair will determine how the vote is conducted, as appropriate to the technology used to facilitate the meeting.
- (e) A document which is required or permitted to be tabled at the meeting is taken to be tabled at the meeting if it is:
 - (1) given before the meeting to the persons entitled to attend the meeting (whether physically or remotely); or
 - (2) made accessible during the meeting to the persons attending the meeting (whether physically or remotely).
- (f) If technical difficulties arise before or during the meeting such that a person entitled to participate cannot participate in the meeting, then the Chair may, unless the Act otherwise requires:
 - (1) adjourn the meeting either for a reasonable period to fix the technology, or to another time and place that the Chair decides; or
 - (2) allow the meeting to continue (with the same technology or with different technology selected by the Chair), if a quorum of Members remains able to participate in the meeting. For clarity, any resolution passed at the continued meeting is valid.

7.4 Business at the meeting

- (a) The ordinary business of an Annual General Meeting may include:

- (1) considering any annual financial report, directors' report and Auditor's report;
 - (2) electing and appointing Directors; and
 - (3) appointing the Auditors and fixing the Auditor's remuneration (if the Company is required to have an auditor).
- (b) All other business at an Annual General Meeting, and all business at an Extraordinary Meeting, is regarded as special business.

7.5 Quorum required

For any business to be transacted at any General Meeting — except the adjournment of the meeting — a quorum must be present. The quorum for a General Meeting is 20% of the Membership, present in person or by Representative, proxy or attorney.

7.6 If no Quorum present

If a quorum is not present within half an hour after the time appointed for a General Meeting then:

- (a) if the meeting was convened on the requisition of Members, then it will be dissolved; or
- (b) in any other case, the meeting will be adjourned to the same day in the next week at the same time and place (or at such other place as the Chair decides). If at that adjourned meeting a quorum is not present within fifteen minutes after the time appointed for holding the meeting, then the Members present are a valid quorum.

7.7 Chair of the meeting

- (a) The Chair or in the Chair's absence, the Deputy Chair is to preside as chair at every General Meeting.
- (b) If at any General Meeting neither the Chair nor the Deputy Chair is present within fifteen minutes after the time appointed for holding the meeting (or if neither is willing to preside), then the Members present are to choose a Director to preside. If no Director is present (or if all Directors present decline to preside), then those persons present will choose a Member who is present to preside as Chair.

7.8 Adjourning (and resuming) a meeting

- (a) The Chair of a General Meeting:
 - (1) may, with the consent of the Members present and entitled to vote at any meeting, and at which a quorum is present, adjourn a meeting; and
 - (2) must adjourn a meeting if the meeting directs them to do so.

- (b) If the Chair adjourns a General Meeting, then they may do so to another time or place (or both).
- (c) If a General Meeting is adjourned for one month or more, then the Company must arrange for a new notice of the adjourned meeting to be given.
- (d) After an adjourned meeting is resumed, the only business that may be transacted at the meeting is business that was unfinished before the adjournment.

7.9 Auditor attending etc. meeting

The Auditor is entitled:

- (a) to attend any General Meeting of the Company;
- (b) to receive the same notices of, and other communications relating to, any General Meeting that a Member is entitled to receive; and
- (c) to be heard at any General Meeting which the Auditor attends on any part of the business of the meeting which concerns the Auditor in that capacity. The Auditor's right to be heard exists even if the Auditor retires at that meeting or if a resolution to remove the Auditor from office is passed at that meeting.

8. General Meetings: voting

8.1 Show of hands vote

Every item of business submitted to a General Meeting is to be decided in the first instance by a show of hands of the Members, or their Representatives, who are personally present and entitled to vote. The Chair will not have a casting vote. The Chair will determine how a show of hands vote is conducted, as appropriate to the technology used to facilitate the meeting.

8.2 Evidence of resolution

It is conclusive evidence that a resolution has been passed (regardless of whether there is any proof of the number or proportion of the votes recorded in favour of or against the resolution) if:

- (a) the Chair declares that a resolution has been passed or lost (having regard to the majority required); and
- (b) an entry to that effect has been made in the Company's books and signed by the Chair of that, or the next meeting.

8.3 Poll vote

- (a) The Chair or any Member present (personally or by Representative, proxy or attorney) may demand a poll before, or on the declaration of the result of, a show of hands. Any person who has demanded a poll may withdraw their demand.
- (b) A poll demanded on any question of adjournment must be taken before any adjournment.
- (c) The poll is to be taken:
 - (1) in the manner and at the time and place as the Chair of the meeting directs including by reference to the technology used to facilitate the meeting; and
 - (2) either at once or after an interval or adjournment or otherwise.
- (d) The result of the poll is to be the resolution of the meeting at which the poll was demanded.
- (e) If there is a dispute as to the admission or rejection of a vote, then the Chair will finally determine that dispute.
- (f) At a poll, the Chair will not have a casting vote.

8.4 Continuing with other business before a Poll

After a poll has been demanded, the meeting may continue with any business other than the issue on which poll has been demanded.

9. General Meetings: appointing a proxy

9.1 Eligibility to be proxy

Any Member may:

- (a) appoint a natural person who is a Member, or a Representative, as a proxy to vote on the Member's behalf; and
- (b) may direct the proxy to vote either for or against each or any resolution.

9.2 Company receiving notice of proxy

- (a) For an appointment of a proxy to be valid, the Company must receive the document appointing the proxy (and an original, or certified copy, of the power of attorney, if any, under which it is signed):
 - (1) at least 48 hours before the time for holding the relevant meeting or adjourned meeting or poll; and
 - (2) at one of:

- a. the Registered Office;
 - b. a place, electronic address or facility specified for such purpose in the notice of meeting.
- (b) An instrument appointing a proxy is valid for any adjournment of the meeting to which it relates — unless it states something to the contrary.

9.3 Form of proxy

An instrument appointing a proxy must be signed by the appointor, or his or her attorney, and must contain the following information:

- (a) the Company name;
- (b) the Member's name and address;
- (c) the Member's type of Membership;
- (d) the proxy's name or the name of the office held by the proxy; and
- (e) the meetings at which the appointment may be used.

9.4 Proxy's voting instructions

A document appointing a proxy may specify the way in which the proxy is to vote for a particular resolution. If it does so, then the proxy must vote on the resolution as specified.

9.5 Proxy's authority

A document appointing a proxy will be treated as giving the proxy:

- (a) authority to demand, or join in demanding, a poll; and
- (b) the power to act generally at the meeting for the person giving the proxy (except to the extent to which the proxy is specifically directed to vote for or against any proposal).

10. General Meeting: appointing an attorney

10.1 Member appointing an attorney

Any Member may, by duly executed power of attorney, appoint an attorney to act on the Member's behalf at all, or certain specified, meetings of the Company. If the attorney wishes to appoint a proxy for the Member granting the power of attorney, then the attorney must at the Registered Office (or any other place the Board determines) produce:

- (a) the power of attorney for inspection; and
- (b) any evidence the Board requires that it has been properly executed.

10.2 Directors appointing an attorney of the Company

The Directors may, by power of attorney, effect the appointment by the Company of any person whether nominated directly or indirectly by the Directors to be an attorney or attorneys of the Company. The appointment:

- (a) may be for any purposes and with powers, authorities and discretions (not exceeding those vested in, or exercisable by, the Directors under this Constitution);
- (b) may authorise any attorney to sub-delegate all or any of the powers, authorities and discretions vested in them;
- (c) may be for periods and on conditions as the Directors think fit; and
- (d) may contain provisions for the protection and convenience of persons dealing with any attorney as the Directors think fit.

11. General Meeting: voting by attorney or proxy

11.1 Validity of vote after death or revocation

If a person who has appointed a proxy or attorney has either died or revoked the appointment but any notice in writing of the death or revocation has not been received as required by this Constitution before the meeting, then a vote given in accordance within the terms of appointment will be valid.

11.2 Person who has appointed proxy or attorney may attend meetings

A person who has appointed a proxy or attorney may attend and take part in a meeting. Doing so does not revoke the appointment — unless the person votes on the resolution to which the appointment applies.

12. Directors

12.1 Number and qualifications of Directors

The number of Directors comprising the Board will be at least 3 and no more than 7 Directors.

12.2 First directors

The first Directors are the persons set out as Directors in the application to register the Company lodged under section 117 of the Act.

12.3 The Board

- (a) Except in the event of death, incapacity or resignation the first Directors specified in clause 12.2 are appointed for a term of 10 years from the date of their appointment.
- (b) At the first meeting of the Board, the Directors will elect from among their number a Chair, a Deputy Chair, a Secretary and a Treasurer (one Director may fill more than one position). Each Director so appointed will hold office in the respective role(s) for 12 months upon which they will elect new officeholders. There is no limit on the number of times a Director may hold an office, and they may serve successive terms in the same officeholder role.
- (c) Upon the expiry of their term, Directors may be re-elected by the Members. Directors shall serve terms of 2 years, with a maximum of 3 consecutive terms. After serving 3 consecutive terms, a Director must observe a minimum 2-year cooling-off period before being eligible for reappointment.

12.4 Casual vacancies

If there is a casual vacancy in the office of Director, then the Board may appoint a replacement Director.

12.5 Disqualification of Directors

The office of a Director will be vacated if the Director:

- (a) is a Member, or a Representative of a Member, and they become bankrupt or make any arrangement or composition with their creditors;
- (b) is a Representative of a Member and that Member resigns or is expelled as a Member;
- (c) is a Representative of a Member which is not a natural person, and a winding up order is made in respect of that Member;
- (d) becomes of unsound mind;
- (e) resigns from their Directorship by giving written notice to the Company; or
- (f) ceases to hold office by reason of any order made under the Act.

12.6 Conflicts of Interest

- (a) A Director who has or may have a conflict of interest in any matter concerning the business operations or personnel of the Company must notify the other directors in writing.
- (b) The conflict of interest, including the nature and extent of the interest, must be recorded in a register of interests.
- (c) A Director who has a conflict of interest must not:
 - (1) be present at any meeting while the matter concerning the conflict of interest is being discussed; or
 - (2) vote on that matter,unless, the Directors who do not have a material personal interest, are reasonably satisfied that the interests of the conflicted Director do not prejudice, adversely affect or undermine the governance and reputation of the Company and where the Company acts lawfully and in accordance with the ACT and ACNC Governance Standards.
- (d) A Director does not have a conflict of interest merely because they participate in matters concerning the insurances of the Company which are made in the ordinary course of business and provide a benefit to Directors e.g. insurance relating to Directors and Officers.

13. Powers of the Board

13.1 The board controls and directs the company

- (a) The control and direction of the Company and the management of its property and affairs are vested in the Board.
- (b) The Board may exercise all powers of the Company that are not required to be exercised or done by the Company in General Meeting.
- (c) The Board may, from time to time, make, amend or repeal by-laws for the administration of the Company and its members. If a by-law is inconsistent with this Constitution, this Constitution prevails to the extent of the inconsistency.

13.2 Borrowing

The Board may raise money in any manner it thinks fit including by borrowing money (whether on the security of the Company's assets or not) and the issuing of a security for any other purpose — so long as this is done to further the Company's objects set out in clause 1.2.

13.3 Investment

The Board may invest the Company's money in any manner, and for any period, it thinks fit.

13.4 Negotiable instruments

Two Directors, or one Director and some other officer authorised by the Board for the purpose, may sign, draw, accept, endorse or otherwise execute (as the case may be) the following documents for and on behalf of the Company: all cheques, promissory notes, drafts, bills of exchange and other negotiable instruments and all receipts for money paid to the Company.

14. Proceedings of the Board

14.1 General

- (a) The Board may meet for the dispatch of business, adjourn and otherwise regulate its meetings as it thinks fit. Without limitation, a Board meeting may be held at 1 or more physical locations or as a Virtual Meeting or as a Hybrid Meeting, such details to be included in the notice of meeting.
- (b) The Board must meet at least once per calendar year.

14.2 Use of technology and hybrid/virtual Board meetings

- (a) Clause 14.2 applies if a Board meeting is held as a Virtual Meeting or a Hybrid Meeting.
- (b) By agreeing to be a Director, and on adoption of this Constitution, each Director provides their standing consents to the use of any technology to hold a Board meeting as a Virtual Meeting or a Hybrid Meeting. Each Director agrees that the use of such technology will assist the efficient conduct of the Company's business. A Director may only withdraw their consent to the use of specified technology by giving 14 days' notice to the Secretary. Each Director agrees this is a reasonable notice period and acknowledges the withdrawal of consent will not apply to a Board meeting convened in accordance with this Constitution, held before the expiry of the relevant 14-day notice period.
- (c) All persons attending the meeting remotely are taken for all purposes to be present in person at the meeting while so attending.
- (d) Unless the Act provides otherwise, the meeting is taken to be held at the place decided by the Chair of the meeting, if at least 1 Director was at that place for the duration of the meeting. The time for the meeting is taken to be the time at the place for the meeting.

- (e) If technical difficulties arise before or during the meeting such that a Director cannot participate in the meeting, then the Chair may, unless the Act otherwise requires:
 - (1) adjourn the meeting either for a reasonable period to fix the technology, or to another time and place that the Chair decides; or
 - (2) allow the meeting to continue (with the same technology or with different technology selected by the Chair), if a quorum of Directors remains able to participate in the meeting. For clarity, any resolution passed at the continued meeting is valid.
- (f) The provisions of this Constitution regulating the proceedings of the Board apply so far as they are capable to such meetings.

14.3 Notice of meeting

- (a) At any time, the Board may convene a Board meeting by notice served on each Director. The Secretary is to arrange that notice at the request of the Chair or Deputy Chair.

14.4 Quorum

A quorum for Board meetings is (unless the Board determines otherwise) if the number of Directors:

- (a) is an even number, half of the Board plus one other director; or
- (b) is an odd number, the odd number nearest to, and greater than, half of the number of Directors.

14.5 Chair

- (a) The Chair, or in the Chair's absence the Deputy Chair, is to chair every Board meeting.
- (b) If at a Board meeting neither the Chair nor the Deputy Chair is present within fifteen minutes after the time appointed for holding that meeting (or if neither is willing to chair), then the Directors present will choose one of their number to chair the meeting.

14.6 Voting

- (a) Questions arising at any meeting will be decided by a majority of votes. Each Director present is entitled to one vote. The Chair does not have a casting vote.
- (b) However, the Board may suspend a Director's entitlement to vote if the Director (or the Member for whom the Director is a Representative) owes the Company any amount that is more than 3 months overdue (or such other period as the Board determines).

14.7 Delegation by the Board

- (a) Subject to clause 14.7(b), the Board may, as it thinks fit, delegate any of its powers to individual Directors or Members or to committees. A committee may consist of the Directors or Members (or both) that the Board thinks fit. Any individual or committee must comply with any Board direction about how to execute the delegated powers.
- (b) The Board may not delegate its power to delegate.
- (c) The meetings and proceedings of any committee will be governed by the provisions of this Constitution that regulate the meetings and proceedings of the Board so far as they apply and so far as the Board has not replaced them.

14.8 Defects in appointment

An act done in good faith by any meeting of the Board, any meeting of any committee formed by the Board or by any person acting as a Director will not be invalidated merely because of:

- (a) any defect in the election, appointment or tenure of a Director or person acting on any such committee; or
- (b) the disqualification of any of them.

15. Board minutes and circulated resolutions

15.1 Making Board resolutions

The Board may make resolutions either:

- (a) in a meeting, of which minutes must be kept as set out in clause 15.2; or
- (b) by circulated resolution which must be made and kept as set out in clause 15.3(a).

15.2 Minutes to be kept

The Board must arrange for:

- (a) proper minutes to be made of the proceedings and resolutions of all meetings of the Company, the Board and committees formed by the Board;
- (b) the minutes to be entered in books kept for that purpose; and
- (c) the minutes to be signed by the Chair of the meeting or by the Chair of the next meeting.

15.3 Circulated Resolution General

- (a) If all the Directors have signed a document containing a statement that they are in favour of a resolution set out in the document, then that resolution is to be treated as having been passed as a Circulated Resolution at a meeting of the Board held at the time and date on which the resolution was last signed by a Director. (However, the reference to “all the Directors” in this clause does not include any Director who is not entitled to vote on the Resolution.)
- (b) Any Circulated Resolution may consist of several documents in identical terms, each signed by one or more Directors and must be entered in the relevant book of minutes of the Company.

15.4 Evidence of proceedings and resolutions

A minute or Circulated Resolution that is recorded and signed in accordance with clause 15.2 or 15.3 (as the case may be) is evidence of the proceeding or resolution to which it relates (unless the contrary is proved).

16. Accounts

16.1 Accounts to be kept

The Board must arrange for the Company to keep proper books of account that:

- (a) record true and complete accounts of the affairs and transactions of the Company; and
- (b) give a true and fair view of the state of the Company's affairs and explain its transactions.

16.2 Location and inspection of accounts

The Board must arrange for the books of account:

- (a) to be kept at the Registered Office, or in a place or places it thinks fit; and
- (b) to be open to the inspection of the Directors during usual business hours.

16.3 Auditor

The Company will comply with the Act in relation to the appointment, removal and resignation of an Auditor.

17. Indemnity

17.1 Definition of Liability and Officer

In this clause 17:

- (a) **Liability** means costs, losses, liabilities and expenses.
- (b) **Officer** means a Director, secretary or other officer of the Company and includes a former Officer, but does not include an auditor or agent of the Company.

17.2 Indemnity of Officers

- (a) The Company must indemnify every Officer out of the assets of the Company against any Liability incurred by that Officer in their capacity as an Officer by reason of any act or thing done or omitted to be done by that person:
 - (1) in that capacity; or
 - (2) in any way in the discharge of that person's duties; or
 - (3) by reason of or relating to the person's status as an Officer.
- (b) The indemnity in clause 17.2(a) does not extend to any Liability from, or against, which the Company is not permitted by the Corporations Act to exempt or indemnify the Officer.

17.3 Indemnity for Proceedings

- (a) Without limiting clause 17.2(a), the Company must indemnify every Officer out of the assets of the Company against any Liability incurred by that person in defending proceedings, whether civil or criminal, in respect of any act or thing done by the Officer in that person's capacity as such Officer.
- (b) The indemnity in clause 17.3(a) does not extend to any Liability from, or against, which the Company is not permitted by the Corporations Act to exempt or indemnify the Officer.

18. Notices

- (a) The Company may serve notice on any Member in the ways shown in the left-hand column of the table below. A notice will be taken to be served at the time shown in the right-hand column of that table on the relevant row. Any notice to be served on a Representative is served by serving it on the relevant Member.

Way of serving notice	Timing of notice taken to be
Personally	When served

Way of serving notice	Timing of notice taken to be
By sending it through the ordinary post to the Member's Registered Address	3 days after the day it is posted. In proving service, it is sufficient to prove that the envelope containing the notice was properly addressed and deposited as a prepaid letter at the post office or in some postal receptacle.
By leaving it at their Registered Address in an envelope addressed to the Member.	Business Day: The same day it is left at the Registered Address. Non-Business Day: the Business Day after it is left at the Registered Address.
By sending it to the electronic address (if any) nominated by the Member (including by sending a link to the Member through which the relevant notice and documents can be downloaded).	On the Business Day after it is sent.

- (b) A certificate in writing signed by the Secretary or any officer of the Company that:
- (1) the envelope containing the notice was properly stamped, addressed and posted or delivered will be conclusive evidence of the service of such notice; and
 - (2) an electronic notice was issued, together with a copy of the sender confirmation, is conclusive evidence of the service of such a notice.

19. Distribution of property on winding-up

- (a) If on the winding-up or dissolution of the Company after all its debts and liabilities have been satisfied there remains any property, then that property must not be paid to or distributed among the Members.
- (b) Instead, this property must be given or transferred to some other institution or institutions that have:
 - (1) objects similar to the objects of the Company; and
 - (2) a Constitution which prohibits the distribution of its income and property among its members to an extent at least to the standard imposed on the Company under clause 3.1 of this Constitution.
- (c) Choosing which institution or institutions the Company will transfer this property to must be done by:

- (1) a special resolution of the Members at or before the time of the Company's dissolution; or
 - (2) if no such special resolution is passed, then by a Judge or Registrar of the Supreme Court or such other court of competent jurisdiction.
- (d) If the Company is endorsed, as a whole, as a deductible gift recipient under subdivision 30BA of the Tax Act at the time it is wound up or has its status revoked, then in addition to the requirements under clause 19(c), the charity or charities to which the surplus assets are distributed must also be endorsed as a deductible gift recipient at the time the distribution is made.
- (e) Choosing the charity or charities to which the Company will transfer this property, must be done:
- (1) by a Special Resolution at or before the time of winding up; or
 - (2) if no such Special Resolution is passed, by a Judge or Registrar of the Supreme Court or such other court of competent jurisdiction.
- (f) If the Company holds deductible gift recipient status, and that endorsement is revoked (whether or not the Company is to be wound up), any surplus gift funds must be transferred to one or more charities that meet the requirements of clauses 19(d) and 19(e), as decided by the Directors.
- (g) For the purpose of this section, gift funds means:
- (1) gifts of money or property for the Purposes;
 - (2) contributions made in relation to a fund-raising event held for the Purposes; and
 - (3) money received by the Company because of such gifts and contributions; and
 - (4) contributions and fund-raising event have the same meaning as in Division 30 of the Tax Act.

20. Replaceable Rules displaced

Each of the provisions of the Act that would, but for this clause, apply to the Company as a replaceable rule is expressly displaced and does not apply to the Company.

21. Definitions and Interpretation

- (a) In this Constitution:

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

Annual General Meeting means the annual general meeting of Members.

Applicant means a person who lodges an Application under this Constitution.

Application means an application for Membership.

Auditor means the auditor or auditors of the Company, if the Company is required to have one. If the Company is not required to have an auditor, but has one, then it includes any such auditor.

Board means the board of directors of the Company.

Business Day means Monday to Friday excluding public holidays in the State or Territory the Company is registered in.

Chair means the Director who is elected to this office in accordance with clause 14.5(a).

Company means AuDHD Council of Australia Ltd.

Constitution means this Constitution, as amended.

Deputy Chair means the Director who is elected to this office in accordance with clause 12.3.

Directors means the members individually or collectively of the Board.

Extraordinary Meeting means a General Meeting of Members other than an Annual General Meeting.

General Meeting means an Annual General Meeting or an Extraordinary Meeting of the Company.

Hybrid Meeting means a meeting held at 1 or more physical locations linked with 1 or more technologies, such that participants may participate in the meeting physically or remotely.

Member means a person admitted to Membership in accordance with this Constitution.

Membership means membership of the Company.

Register means the register of Members kept in accordance with the Act.

Registered Address means the address of a Member shown in the Register.

Registered Office means the registered office of the Company.

Representative means a person as described in clause 5.7.

Secretary means the Director who is elected to this office in accordance with clause 12.3.

Treasurer means the Director who is elected to this office in accordance with clause 12.3.

Virtual Meeting means a meeting held using 1 or more technologies where all participants participate remotely.

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

- (1) a person includes a corporate body, association, firm, partnership, or other unincorporated body;
- (2) a statute includes regulations under it and consolidations, amendments, re-enactments or replacements of any of them;

- (3) this or any other document includes the document as varied or replaced regardless of any change in the identity of the parties;
- (4) a clause, schedule or appendix is a reference to a clause, schedule or appendix in or to this Constitution;
- (5) a word or phrase that is defined has the corresponding meaning in its other grammatical forms;
- (6) writing includes all modes of representing or reproducing words in a legible, permanent and visible form;
- (7) the singular includes the plural and vice versa;
- (8) a gender includes all other genders; and
- (9) headings and sub-headings are inserted for ease of reference only and do not affect the interpretation of this Constitution.