



**CONSTITUTION OF THE
GLASSER AUSTRALIA**
Formerly **William Glasser Institute -
Australia("GLASSER AUSTRALIA")**

ACN 070 059 586

A COMPANY LIMITED BY GUARANTEE

**A NOT-FOR-PROFIT CHARITABLE ORGANISATION REGISTERED WITH
THE AUSTRALIAN CHARITIES AND NOT-FOR-PROFIT COMMISSION**

CHARITY ABN 12 070 059 586

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PREAMBLE

Glasser Australia is a Not-for-Profit Charitable Purpose Organisation registered with the Australian Charities and Not-for-profits Commission working for the purposes of advancing education, advancing social or public welfare, advancing culture, promoting reconciliation, mutual respect and tolerance between groups of individuals in Australia, and working for the benefit of the general public by promoting the principles of Choice Theory, Reality Therapy, and Lead Management and coordinating and sponsoring events, ventures and endeavours to advance these purposes in Australia as follows:

Mission Statement

The Mission of Glasser Australia is to teach people Choice Theory and to use it as the basis for training in Reality Therapy, Quality School Education and Lead Management.

Beliefs

The Members of Glasser Australia believe that Choice Theory, Reality Therapy and Lead Management are to be taught with:

- integrity
- adherence to fundamental concepts, and
- the incorporation of currently available knowledge

These beliefs guide interpersonal relationships and are reflected in the way that GLASSER AUSTRALIA conducts its affairs, and comprise a living document that can be adjusted and improved over the course of time as the Choice Theory community grows and changes.

1 INTERPRETATION

1.1 Replaceable Rules Inapplicable

The replaceable rules now and hereafter contained in the Corporations Act 2001 do not apply to GLASSER AUSTRALIA unless repeated in this Constitution or such rules are made to apply specifically to GLASSER AUSTRALIA by a provision of this Constitution.

1.2 Definitions

In this Constitution unless the context otherwise requires:

“**ACNC**” means the Australian Charities and Not-for-Profits Commission, the independent national regulator of charities created by the *Australian Charities and Not-for-profits Commission Act 2012* (Cth).

“**ACNC Act**” means the *Australian Charities and Not-for-profits Commission Act 2012* (Cth) and includes reference to the *Australian Charities and Not-for-profits Commission Regulations 2013* (Cth).

“**ACNC Governance Standards**” means the Australian Charities and Not-for-Profits Commission Governance Standards contained in the *Australian Charities and Not-for-profits*

Commission Regulations 2013 as set from time to time. They are a set of requirements in the ACNC Act and are set out in the ACNC Regulations. Charities must meet these standards to become registered and must continue to meet these standards to remain registered. The government will continue to develop these standards. They came into force on 1 July 2013.

“ACNC Regulations” means the *Australian Charities and Not-for-profits Commission Regulations 2013* (Cth).

“Alternate Board Member” means the Alternate Board Member appointed under clause 19.3

“Appointor Board Members” means the Appointor Board Member appointed under clause 19.3

“ASIC” means the Australian Securities and Investments Commission.

“Board” means the Board comprising those Members who are Directors and office holders of GLASSER AUSTRALIA.

“Board Member” means a member of the Board (and includes the Chair).

“Charitable Purpose” and **“Charitable Purposes”** means the purpose or purposes for which a Charity exists under charity law, and includes the purposes of relieving poverty, sickness or the needs of the aged, advancing education, advancing religion and other purposes beneficial to the community.

“Charities Act” means the *Charities Act 2013* (Cth) being an Act to define charity and charitable purpose, and for related purposes.

“Charity” means a type of not-for-profit organisation registered by the ACNC that has Charitable Purposes, has an ABN and meets other criteria under the ACNC Act and works to relieve poverty or works for the benefit of the public.

“Charity Tax Concessions” means the Commonwealth tax concessions and benefits available to registered charities, including income tax exemption, GST charity concessions, FBT rebate and FBT exemption which are administered by the Australian Tax Office.

“Choice Theory, Reality Therapy and Lead Management Organisations” means those organisations that use and supply of products and services based upon the principles of Choice Theory, Reality Therapy and Lead Management which are located in or operating in Australia and overseas and whose purposes are consistent with the GLASSER AUSTRALIA Purposes.

“Levels of Members” means the levels of members of GLASSER AUSTRALIA as defined in clause 9.3.

“Constitution” means this Constitution and all supplementary or amended Constitutions for the time being in force.

“Corporations Act” means the *Corporations Act 2001* (Cth) and includes the Commonwealth legislation and regulations to make provision in relation to corporations and financial products and services, and for other purposes in respect of Australian corporations.

“Director” means a Member occupying the position of Director, Office Holder and Board Member of the GLASSER AUSTRALIA Board.

“Eligible Members” means Legal Persons admitted as members of GLASSER AUSTRALIA pursuant to clause 9

“Legal Person” means the legal definition of a person, including without limitation a natural person (individual) or an Organisation [see also clause 1.3(c)].

“Liability” means all costs, charges, losses, damages, expenses, penalties and liabilities of any kind including, in particular, legal costs incurred in defending any proceedings (whether criminal, civil, administrative or judicial) or appearing before any court, tribunal, government authority or otherwise.

“Not-for-Profit” refers to an Organisation with rules that do not allow it to distribute profits or assets to its members, to the people who run it or to their friends or relatives. An organisation

is a Not-for-Profit if it does not carry out activities for the private benefit of its members or distribute any of its profits or assets to its members.

"Officer" and "Office Holder" means a Director or Secretary of the GLASSER AUSTRALIA or a person who makes, or participates in making, decisions that affect the whole, or a substantial part, of the business of the GLASSER AUSTRALIA or who has the capacity to affect significantly the GLASSER AUSTRALIA's financial standing or in accordance with whose instructions or wishes the GLASSER AUSTRALIA Board Members and/or Directors are accustomed to act (excluding advice given by the person in the proper performance of functions attaching to the person's professional capacity or business relationship with the Directors or the GLASSER AUSTRALIA or a receiver, or receiver and manager, of the property of the GLASSER AUSTRALIA or an administrator of the GLASSER AUSTRALIA corporation or an administrator of a deed of company arrangement executed by the GLASSER AUSTRALIA or a liquidator of the GLASSER AUSTRALIA or a trustee or other person administering a compromise or arrangement made between the GLASSER AUSTRALIA and someone else.

"Organisation" means a body corporate including without limitation an incorporated association or a Government agency.

"Personal Property Securities Act" means the *Personal Property Securities Act 2009* (Cth) legislation and regulations relating to personal property securities, and for related purposes.

"Personal Property Securities Register" means the Personal Property Securities Register established by the Personal Property Securities Act where details of security interests in personal property can be registered and searched. The Australian Financial Security Authority (AFSA) is the Australian Government agency responsible for administering the Personal Property Securities Register.

"Proceedings" means any proceedings, whether civil or criminal, being proceedings in which it is alleged that the person has done or omitted to do some act, matter or thing in his or her capacity as a Board Member or Office Holder of the GLASSER AUSTRALIA or of a subsidiary to the GLASSER AUSTRALIA (including proceedings alleging that the person was guilty of negligence, default, breach of trust or breach of duty in relation to the GLASSER AUSTRALIA or of a subsidiary to the GLASSER AUSTRALIA).

"Professional Service Provider" means a Legal Person involved in providing professional services to the public for a fee.

"Register" means the register of Members to be kept.

"Relevant Extent" means:

- (a) the extent that GLASSER AUSTRALIA is not precluded by law from doing so;
- (b) the extent and for the amount that the Officer is not otherwise entitled to be indemnified and is not actually indemnified by another Legal Person (including, in particular, an insurer under any insurance policy); and
- (c) where the Liability is incurred in or arising out of the conduct of the business of another corporation or in the discharge of the Duties of the Officer in relation to another corporation, to the extent and for the amount that the Officer is not entitled to be indemnified and is not actually indemnified out of the assets of that corporation.

"Secretary" includes the assistant or acting secretary of GLASSER AUSTRALIA and any substitute for the time being for the secretary.

"Security Interest" means a security interest as defined by section 12 of the Personal Property Securities Act.

"GLASSER AUSTRALIA Purposes" means the purposes for which GLASSER AUSTRALIA was created and continues to operate, including its Mission Statement, its Beliefs, its Charitable Purposes, and its Objectives (including its Principal Purposes and Activities).

1.3 Construction

In this Constitution unless the context otherwise requires:

- (a) words (including defined expressions) importing the singular include the plural and vice versa;
- (b) words (including defined expressions) importing any gender include the other genders;
- (c) words (including defined expressions) importing persons shall include corporations and bodies politic;
- (d) a reference to a statute ordinance, code or other law includes regulations and other statutory instruments under it and consolidations, amendments, re-enactments or replacements of any of them (whether of the same or any other legislative authority having jurisdiction);
- (e) references to "writing" or "written" includes typing, printing and any mode of representing or reproducing words in visible form including words or figures displayed on an electronic screen;
- (f) references to "signatures" include "electronic signatures", being the result of a process applied to a document in electronic form by which a person authenticates the document and acknowledges that the document is being signed;
- (g) references to the "sending" of a document includes the sending of that document via electronic means, including, but not limited to, electronic mail;
- (h) reference to a month and cognate terms means a period commencing on any day of a calendar month and ending on the corresponding day in the next succeeding calendar month but if a corresponding day does not occur in the next succeeding calendar month the period shall end on the last day of the next succeeding calendar month;
- (i) references to this Constitution include its schedules and annexures; and
- (j) references to words and expressions contained in this Constitution shall be interpreted in accordance with the provisions of the Corporations Act and the ACNC Act.

1.4 Headings

Headings do not affect the interpretation of this Constitution.

2 NAME

The name of the company shall be "**William Glasser Institute-Australia**" and be known as "**GLASSER AUSTRALIA**".

3 OBJECTS

3.1 Principal Purposes

The principal purposes of GLASSER AUSTRALIA being a Not-for-Profit organisation registered with the ACNC are:

- (a) to promote and advance the understanding and practice of the use of Choice Theory, Reality Therapy and Lead Management within Australia, as developed by American psychiatrist, Dr William Glasser of the United States of America within Australia;
- (b) to facilitate greater co-operation between various sectors of and competing entities within Australia for the overall benefit of Choice Theory, Reality Therapy and Lead Management;
- (c) to develop standards of excellence in performance and product supply so as to differentiate Choice Theory, Reality Therapy and Lead Management from other products and presentations available from other sources;
- (d) to provide educational and training facilities, opportunities, programs and materials based upon the principles of Choice Theory, Reality Therapy and Lead Management for the benefit of Members of the GLASSER AUSTRALIA and for the benefit of the general public in Australia;
- (e) to provide benchmark industry training in the areas of Choice Theory, Reality Therapy and Lead Management for the public benefit and not for particular businesses;

- (f) to provide information in the areas of Choice Theory, Reality Therapy and Lead Management for the public benefit and not for particular businesses;
- (g) to make the benefits of scientific research publicly available;
- (h) to provide shows, and exhibitions to the public;
- (i) to provide an organisation in Australia for the facilitation of the Principal Purposes of the GLASSER AUSTRALIA;
- (j) to provide a Not-for-Profit body to which members of the public can make donations and subscriptions for the furtherance of the GLASSER AUSTRALIA Purposes;
- (k) to provide Alternative Dispute Resolution services to the public in the specialist area of in the areas of Choice Theory, Reality Therapy and Lead Management;
- (j) to enhance the well-being of human beings by promoting a better understanding of human behaviour;
- (k) to promote and safeguard the freedom of individual members of the community to determine and manage their own behaviours and lifestyles;
- (l) to foster and promote the application and verification of Choice Theory, Reality Therapy and Lead Management in the psychology and physiology of human behaviour and to publish the results of such work;
- (m) in carrying out the objects of the GLASSER AUSTRALIA and in so far as it is possible or appropriate to work in association with an Australian university and/or other Australian public educational or research institution;
- (n) to take over the funds and other assets and liabilities of the unincorporated association formerly known as the Australian Institute for Reality Therapy and now known as the William Glasser Institute-Australia; and
- (o) to read and understand the ACNC Governance Standards numbers 1 to 5

3.2 Activities

Solely for the purposes of achieving its GLASSER AUSTRALIA Purposes, GLASSER AUSTRALIA will enhance the benefits to the public in Australia by engaging in the following activities by:

- (a) promoting the areas of Choice Theory, Reality Therapy and Lead Management to the public in Australia;
- (b) promoting scientific research in the areas covered by in the areas of Choice Theory, Reality Therapy and Lead Management in Australia;
- (c) providing shows, exhibitions, and expositions regarding in the areas of Choice Theory, Reality Therapy and Lead Management to the public;
- (d) providing alternative dispute resolution services involving the public in the areas of Choice Theory, Reality Therapy and Lead Management;
- (e) facilitating the raising of revenue to fund the principal purposes through charity or other events;
- (f) providing free directory services to the public to assist with the consumption of GLASSER AUSTRALIA products and services in the areas of Choice Theory, Reality Therapy and Lead Management.
- (g) collecting membership and other information to provide data for use in the promotion of the GLASSER AUSTRALIA in the areas of Choice Theory, Reality Therapy and Lead Management;
- (h) holding and/or arranging meetings and conferences within Australia and elsewhere;
- (i) subscribing to, becoming a member of and/or co-operating with or amalgamating with any other association or organisation, whether incorporated or not, whose objects are similar in whole or in a significant part to those of the GLASSER AUSTRALIA, provided that the

GLASSER AUSTRALIA shall not subscribe to or support with its funds or amalgamate with any association or organisation which does not prohibit the distribution of its income and property among its members to an extent at least as great as that imposed upon the GLASSER AUSTRALIA by virtue of Clause 5 (Not-for-Profit) and Clause 8 (Winding Up) of this Constitution;

- (j) buying, selling and dealing in all kinds of apparatus and all kinds of provisions, liquid and solid, required by the Members of the GLASSER AUSTRALIA or persons frequenting the GLASSER AUSTRALIA premises;
- (k) purchasing, taking on lease or exchange, hiring or otherwise acquiring any lands, building, easement or property, real and personal and any right or privileges which may be requisite for the purposes of, or capable of being conveniently used in connection with, any of the objects of the GLASSER AUSTRALIA, provided however that in case the GLASSER AUSTRALIA shall take or hold any property which may be subject to any trusts the GLASSER AUSTRALIA shall only deal with the same in such manner as is allowed by law having regard to such trusts;
- (l) entering in any arrangements with any Government or authority, supreme, municipal, local other otherwise, that are conducive to some or all of the GLASSER AUSTRALIA's objects and to obtain from any such Government or authority any rights, privileges and concessions which the GLASSER AUSTRALIA may think it desirable to obtain, and to carry out, exercise and comply with such arrangements, rights, privileges and concessions;
- (m) appointing, employing, removing or suspending such managers, clerks, secretaries, servants, workers and other persons as may be necessary or convenient for the purposes of the GLASSER AUSTRALIA;
- (n) establishing and supporting or aiding in the establishment and support of associations, institutions, funds, trusts and conveniences calculated to benefit employees or past employees of the GLASSER AUSTRALIA or the dependants or connections of any such persons, and to grant pensions and allowances, and to make payments towards insurance, and to subscribe or guarantee money for charitable or benevolent objects, or for any public, general or useful object;
- (o) constructing, improving, maintaining, developing, working, managing, carrying out, altering or controlling any houses, buildings, ground, works, or conveniences which may seem calculated directly or indirectly to advance the interests of the GLASSER AUSTRALIA, and to contribute, subsidise or otherwise assist and take part in the construction, improvement, maintenance, development, working, management, carrying out, alteration or control thereof;
- (p) investing and dealing with the money of the GLASSER AUSTRALIA not immediately required in such manner as may be permitted by law for the investment of trust funds;
- (q) borrowing or raising or securing the payment of money by entering into mortgages (registered or unregistered) or charging all or part of its undertaking and assets and to issue debentures, debenture stock and other securities outright or as security perpetual or otherwise charged upon all or any of the GLASSER AUSTRALIA's property (both present and future), and to purchase, redeem or pay off such securities for any debt, contract, guarantee, engagement, obligation or liability of GLASSER AUSTRALIA or of any third party and on such terms and conditions and in such manner as the GLASSER AUSTRALIA may think fit and to secure the same or the repayment or performance of any debt, liability, contract, guarantee or other engagement incurred or to be entered into by the GLASSER AUSTRALIA in any way including consenting to registering Security Interests with the Personal Property Securities Register;
- (r) making, drawing, accepting, endorsing, discounting, executing and issuing promissory notes, bills of exchange, bills of lading and other negotiable or transferable instruments;
- (s) selling, improving, managing, developing, exchanging, leasing, disposing of, turning to account or otherwise dealing with all of any part of the property and rights of the GLASSER AUSTRALIA;
- (t) taking, holding mortgages (registered or unregistered), liens and charges and registering Security Interests with the Personal Property Securities Register to protect its interests

regarding securing payment of the purchase price or any unpaid balance of the purchase price;

- (u) making any gift of property whether subject to any special trust or not for any one or more of the objects of the GLASSER AUSTRALIA, but subject always to the proviso that the GLASSER AUSTRALIA shall only deal with the same in such manner as is allowed by law having regard to such trusts;
- (v) taking such steps by personal or written appeals, public meeting or otherwise, as may from time to time be deemed expedient for the purpose of procuring contributions to the funds of the GLASSER AUSTRALIA in the nature of donations, annual subscriptions or otherwise;
- (w) printing and publishing any newspapers, periodicals, books or leaflets or produce and publish and motion picture, television, video, digital recording, internet, any other publication or method of transmission electronic or otherwise whatsoever that the GLASSER AUSTRALIA may consider to be desirable for the promotion of its objects;
- (x) purchasing or otherwise acquiring and undertaking all or any part of the property, assets, liabilities and engagements of any one or more of the companies, institutions, societies or associations with which the GLASSER AUSTRALIA is authorised to amalgamate;
- (y) transferring all or any part of the property, assets, liabilities and engagements of the GLASSER AUSTRALIA to any one or more of the companies, institutions, societies or associations with which the GLASSER AUSTRALIA is authorised to amalgamate;
- (z) making donations for patriotic (but not political) or charitable purposes; and
- (aa) complying with the ACNC Governance Standards numbers 1 to 5:
 - (i) Standard 1: Purposes and not-for-profit nature of a registered entity
 - (ii) Standard 2: Accountability to members
 - (iii) Standard 3: Compliance with Australian laws
 - (iv) Standard 4: Suitability of responsible persons
 - (v) Standard 5: Duties of responsible persons

4 CAPACITY

Subject to clauses 5, 6, 7 and 8, GLASSER AUSTRALIA has the legal capacity and all the powers provided by the Corporations Act and the ACNC Act.

5 NOT-FOR-PROFIT

The assets and income of GLASSER AUSTRALIA must be applied solely in promoting GLASSER AUSTRALIA Purposes as set out in this Constitution and no portion of its assets or income shall be distributed, paid or transferred either directly or indirectly by way of profit to Members or Directors. However, this does not prevent the payment in good faith for bona fide compensation for services rendered or expenses incurred on behalf of GLASSER AUSTRALIA in circumstances which may include the following:

- (a) goods supplied in the ordinary and usual course of business;
- (b) interest at a reasonable and proper rate on money borrowed from any Member;
- (c) reasonable and proper rent for premises demised or let by any Member to GLASSER AUSTRALIA;
- (d) remuneration to any officers or servants of GLASSER AUSTRALIA in return for any services rendered to GLASSER AUSTRALIA other than in the capacity as director or officer, where the provision of the service has the prior approval of the Directors of GLASSER AUSTRALIA and where the amount payable is approved by the Directors of GLASSER AUSTRALIA and is not more than an amount which commercially would be a reasonable payment for the service;
- (e) out-of-pocket expenses incurred by a Director in the performance of any duty as a Director of

GLASSER AUSTRALIA where the amount payable does not exceed any amount previously approved by the Directors of GLASSER AUSTRALIA;

- (f) any salary or wage due to a director as an employee of GLASSER AUSTRALIA where the terms of employment have been approved by the Directors of GLASSER AUSTRALIA; or
- (g) a financial benefit to a Director by way of indemnifying the director against a liability incurred by the Director being payment of an insurance premium in respect of a contract insuring a director provided that the financial benefit and/or insurance premium has been previously approved by the Directors of GLASSER AUSTRALIA.
- (h) remuneration to Directors appointed pursuant to this Constitution in their capacity as Director or Officer for professional and technical services rendered on reasonable commercial terms, where the remuneration has the prior approval of the Directors of GLASSER AUSTRALIA and where the amount payable is approved by ordinary resolution of the members of GLASSER AUSTRALIA in general meeting.

6 LIMITED LIABILITY

The liability of the Members is limited.

7 MEMBERS' GUARANTEES

Every Member undertakes to contribute an amount not exceeding \$1.00 to the property of GLASSER AUSTRALIA in the event of its being wound up while that person is a Member or within one year afterwards for:

- (a) payment of the debts and liabilities of GLASSER AUSTRALIA contracted before the time when that Member ceased to be a Member;
- (b) the costs, charges and expenses of winding up; and
- (c) for an adjustment of the rights of contributories among themselves.

8 WINDING UP OR DISSOLUTION

- (a) Upon the winding up or dissolution of the GLASSER AUSTRALIA, the right to administer the GLASSER AUSTRALIA must be transferred to another Not-for-Profit Charitable Organisation with similar purposes to the GLASSER AUSTRALIA Purposes which is not carried on for the profit or gain of its individual members.
- (b) If upon the winding up or dissolution of the GLASSER AUSTRALIA there remains, after the satisfaction of all its debts and liabilities, any property or money whatsoever, the remaining assets shall be paid or distributed to another Not-for-Profit Charitable Organisation with similar purposes to the GLASSER AUSTRALIA Purposes which is not carried on for the profit or gain of its individual members and shall not be distributed to the GLASSER AUSTRALIA members.
- (c) Prior to the winding up or dissolution, the identity of the other Not-for-Profit Charitable Organisation shall be determined by 75% of the Members of the GLASSER AUSTRALIA, and in default of a determination by the Members then by application to the Court of the appropriate jurisdiction for determination.
- (d) Provided that the other Not-for-Profit Charitable Organisation shall demonstrate to the satisfaction of the Board that it will adhere at all times to the GLASSER AUSTRALIA Purposes and the provisions of this Constitution.

9 MEMBERS

9.1 Members

The Members of GLASSER AUSTRALIA are:

- (a) the current Members; and
- (b) such other Legal Persons as the Directors admit to membership in accordance with this Constitution.

Membership is held by a Legal Person, and each Legal Person may only hold one membership in GLASSER AUSTRALIA.

9.2 Current Members

Those Legal Persons who have agreed to become or remain Members as at the date of the adoption of this Constitution, shall be Current Members. Any Legal Person who was a Member as at that date but who has not agreed to remain a Member shall immediately cease to be a Member.

9.3 Levels of Members

- (a) GLASSER AUSTRALIA consists of the following Levels of Members
 - (i) Ordinary Members: Legal Persons who have successfully undertaken a Basic Intensive Training of study in Choice Theory, Reality Therapy and Lead Management as prescribed by William Glasser International.
 - (ii) Concession Members: Legal Persons such as students and/or the elderly pensioner who have successfully undertaken a Basic Intensive Training of study in Choice Theory, Reality Therapy and Lead Management as prescribed by the William Glasser Institute in Los Angeles, USA but who, due to their circumstances, qualify for a concession at the discretion of the Directors.
 - (iii) Associate members of GLASSER AUSTRALIA: corporations or persons admitted to membership by the Directors because of their interest in and support for the GLASSER AUSTRALIA.
 - (iv) Such other levels of Members as the Directors may from time to time determine.
- (b) Subject to this Constitution, the Directors may at any time and from time to time:
 - (i) create any additional Level or Levels of Members;
 - (ii) define the rights, obligations and privileges pertaining to Membership in any level of Members;
 - (iii) bar any person from becoming a Member in any level of Membership;
 - (iv) transfer any Member (but always with that Member's consent) from Membership in one level of Membership to another level of Membership;
 - (v) accept the resignation of any Member; and
 - (vi) remove any Member from the Register if that Member resigns, dies or ceases to exist or becomes bankrupt or of unsound mind.

9.4 Qualification for Membership

- (a) Any Legal Person who has successfully undertaken a Basic Intensive Training of study in Choice Theory, Reality Therapy and Lead Management as prescribed by the William Glasser Institute International and who commits to the principles of Choice Theory, Reality Therapy and Lead Management in everyday life and/or in providing goods and services in Australia may apply for membership.
- (b) The Directors or a delegate of the Board may admit to Membership in the level of Associates of GLASSER AUSTRALIA such Legal Persons or organisations as the Directors or a delegate of the Board may from time to time determine, and such Members shall pay such entrance fee (if any) as shall be determined by the Directors, and an annual subscription fee which is 70% of the annual subscription payable by Ordinary Members.
- (c) Associates of the GLASSER AUSTRALIA shall not be entitled to vote at any General Meeting of the GLASSER AUSTRALIA, shall not be entitled to receive notice of or attend any General Meeting, shall not be entitled to be a member of the Board or to hold any official position within GLASSER AUSTRALIA.
- (d) However, Associates of GLASSER AUSTRALIA shall be entitled to receive all newsletters and publicity material published by the GLASSER AUSTRALIA from time to time.

9.5 Application for Membership

An application for membership must be made in the form approved by the Directors from time to time, provided that each such application must contain:

- (a) the applicant's undertaking to be bound by this Constitution;
- (b) the applicant's undertaking to be bound by the GLASSER AUSTRALIA Code of Conduct;
- (c) the applicant's postal address and electronic mail address;
- (d) particulars of the applicant's qualifications for membership as set out by the Directors from time to time;
- (e) the signature (or where applicable, the seal) of the applicant, or such other form of authentication (electronic or otherwise) approved by the Directors from time to time.

9.6 Application for membership

An application for membership, accompanied by the applicable membership fee must be lodged with GLASSER AUSTRALIA in the form and at the place (if any) approved by the Directors from time to time.

9.7 Determination of Application by the Directors(a) An applicant for membership is taken to be admitted as a Member upon receipt of application form and monies including the name, address and email address of the Legal Person being entered in the Register in the appropriate Level of Membership.

- (b) Secretary shall as soon as practicable send to the applicant written notice of such acceptance and a request for payment for the membership fee (if any) and the first year's annual subscription fee.
- (c) Upon payment of the membership fee (if any) and the applicant's first annual subscription fee, the applicant shall become an Ordinary Member or a Concession Member or an Associate of the GLASSER AUSTRALIA as the case may be.
- (d) Provided however that if the applicant fails to pay the required fee or fees within two (2) calendar months after the date of the notice of acceptance of Membership has been forward to the applicant, the applicant's Membership shall automatically be terminated.
- (e) If a Membership application is rejected by the Board, the board need not provide written reasons for so doing.

9.8 Notification of Change in Qualifications

Each Member must promptly notify GLASSER AUSTRALIA of any change in the qualification of the Member to be a Member of GLASSER AUSTRALIA.

9.9 Changes in Levels of Membership

- (a) If the Board considers that a Member no longer qualifies to remain a Member in a particular Levels of Membership, the Directors may by notice in writing to the Member, change the Levels of Membership for that Member to a Level of Membership appropriate for that Member.
- (b) The Secretary must make appropriate amendments to the Register to reflect the change.

10 REGISTER OF MEMBERS

The Secretary shall maintain the Register of Members which shall include the following information with respect to each Member and past Member:

- (a) Full names
- (b) Residential and/or postal addresses
- (c) Telephone numbers
- (d) Facsimile numbers (if any)
- (e) Email addresses
- (f) Levels of membership

- (g) Date of admission as Members
- (h) Date to which Membership subscription is currently paid
- (i) as well as any other information thought relevant by the Directors .

The Register must not be used for any other purpose and is to be open for inspection by Members.

11 RIGHTS AND DUTIES OF MEMBERS

11.1 Membership not Transferable

Membership of GLASSER AUSTRALIA is personal and is not transferable whether by operation of law or otherwise. All rights and privileges of membership in GLASSER AUSTRALIA will cease upon termination of membership.

12 MEMBERSHIP FEES

12.1 Annual Membership Fees

- (a) Unless exempted by the Board, each Member is obliged to pay membership fees, payable in full annually/ biennially/triennially on a date determined by the Directors from time to time.
- (b) Payment may be made within one month of the due date (or such other date as the Directors may determine from time to time) without prejudice to any rights of the Member.
- (c) The Directors may from time to time determine the annual membership fees payable in respect of each Level of Membership.

12.2 Membership Fees payable on Application for Membership

An applicant for membership is obliged to pay the applicable annual membership fee at the time of application and any entrance fee determined by the Directors from time to time.

12.3 Unpaid Membership Fees

A Member shall cease to be entitled to any of the rights or privileges of Membership if:

- (a) the annual membership fee of that Member remains unpaid for three (3) months after it becomes payable; and
- (b) a notice of default is given to the Member;

but, subject to clause 13.2, those rights and privileges shall be reinstated on payment of all arrears.

13 CESSATION OF MEMBERSHIP

13.1 Cessation of Membership

Membership of GLASSER AUSTRALIA ceases if the Member;

- (a) resigns by submitting notice to the Directors;
- (b) being a natural person, dies, becomes bankrupt, makes a composition with or assigns the Member's estate for the benefit of the Member's creditors;
- (c) being an Organisation, becomes insolvent, has a receiver, receiver and manager, administrator or liquidator appointed, or is wound up (except for the purposes of reconstruction or amalgamation); or
- (d) ceases to satisfy the criteria for admission to membership of GLASSER AUSTRALIA. (Refer back to 9.4)

13.2 Termination of Membership for Non-Payment of Membership Fees

The Directors may at any time terminate the membership of a Member for non-payment of membership

fees if:

- (a) the membership fees payable by the Member have remained unpaid for a period of three (3) calendar months after the due date for payment;
- (b) a notice of default has been given to the Member pursuant to a resolution of the Directors; and
- (c) the membership fees payable by the Member remain in arrears for a period of one (1) month after the date of service of the notice of default upon the Member in relation to those outstanding fees.

13.3 Termination of Membership and Other Measures for Conduct Detrimental to Objects

A majority of 75% of the eligible voting Directors at a meeting of the Board of Directors may terminate or suspend the Member's Membership or censure or fine the Member if:

- (a) in the reasonable opinion of the Directors the Member has been guilty of undesirable and prejudicial conduct which is reasonably likely to cause detriment to the interests of GLASSER AUSTRALIA or to any of the GLASSER AUSTRALIA Purposes;
- (b) the notice of meeting specifies the purpose of the meeting and the general nature of conduct referred to in the Directors' resolution;
- (c) at least twenty-one (21) days prior to the meeting the Member received notice of such meeting and the allegations to be raised against the Member at the meeting and the proposed resolution to be considered at the meeting, and the Member is given the opportunity to be heard at that part of the general meeting at which the resolution is considered or alternatively to provide written submissions regarding any defence or explanation in respect of the alleged conduct;
- (d) provided however any such Member may elect by notice in writing lodged with the Secretary at least twenty-four (24) hours prior to the time for holding the meeting at which the Directors are to consider the resolution to have the allegations dealt with by the directors at the next annual general meeting and in that event the Member shall forthwith after the lodging of such notice be suspended from the privileges of Membership until immediately prior to the annual general meeting; and
- (e) if at the annual general meeting the majority of those present vote to pass such a resolution (such vote to be taken by ballot) then subject to the resolution the Member concerned shall be censured, fined, suspended or have his or her Membership terminated.

13.4 Removal from the Register

Upon the termination of membership of a Member for any reason the name of the Member must be immediately removed from the Register.

13.5 Continuing Obligations

- (a) The termination of a membership for any reason does not in any way prejudice, lessen or otherwise affect the liabilities and obligations of a Member (whether they arise under this Constitution or otherwise) existing at the date of termination or which arise or crystallises after that date out of, or by reason of, facts or circumstances occurring or in existence at or before that date.
- (b) Without limiting the previous clause, termination of membership does not relieve a Member from any obligation to pay any membership fees payable on or before the date of termination and does not entitle the Member to any refund of any entrance or membership fees in part or in whole.

14 GENERAL MEETINGS

14.1 Annual General Meetings

An annual general meeting of GLASSER AUSTRALIA may be held at least once in every calendar year (as may be required by law).

14.2 Extraordinary General Meetings

- (a) All other general meetings, other than the annual general meeting, shall be called extraordinary general meetings.
- (b) Any two Directors or other members of the Board may whenever they think fit requisition the convening of an extraordinary general meeting, and an extraordinary general meeting shall be convened on such requisition.
- (c) Otherwise, an extraordinary general meeting may be requisitioned and convened as provided by the Corporations Act.

14.3 Holding of Extraordinary General Meetings

Extraordinary General meetings are to be held at the times and place prescribed by GLASSER AUSTRALIA in extraordinary general meeting or if no time or place is prescribed then as determined by the Directors.

14.4 Convening of Extraordinary General Meetings

The Directors may whenever they think fit and must upon a requisition made in accordance with section 249D of the Corporations Act 2001 convene a extraordinary general meeting of GLASSER AUSTRALIA.

14.5 Notice of Meetings

- (a) At least fourteen (14) clear days' notice (exclusive of the day on which the notice is served or deemed to be served, and exclusive of the day for which the notice is given) of a general meeting must be given in accordance with clause 30 unless the Corporations Act otherwise provides.
- (b) Twenty-one (21) clear days' notice is required in respect of any meeting at which a special resolution is proposed.
- (c) All business shall be special that is transacted at the extraordinary general meeting and also all that is transacted at an annual general meeting, with the exception of the consideration of the accounts, balance sheets, and the report of the Board and auditors, the election of officers and other members of the Board in the place of those retiring, and the appointment of the auditors, if necessary.

14.6 Content of Notice of General Meeting

A notice of a general meeting must:

- (a) set out the place, date and time for the meeting (and, if the meeting is to be held in two (2) or more places, the technology that will be used to facilitate this); and
- (b) state the general nature of the meeting's business; and
- (c) if a special resolution is to be proposed at the meeting:
 - i. set out an intention to propose the resolution as a special resolution, and
 - ii. state that resolution; and
- (d) in the case of an election of Directors, state the names of the candidates for election; and
- (e) contain a statement setting out the following information:
 - i. that the Member has the right to appoint a proxy;
 - ii. that the proxy does not need to be a Member.

14.7 Omission to Give Notice

The accidental omission to give notice of a meeting to, or the non-receipt of notice of a meeting by, any person entitled to receive notice does not invalidate the proceedings at the meeting.

14.8 Special Business

All business will be special that is transacted at:

- (a) an extraordinary general meeting not being an annual general meeting; or
- (b) an annual general meeting with the exception of:
 - i. the confirmation of the minutes of the preceding meeting;
 - ii. the receipt and consideration of the balance sheet, the profit and loss statement and the reports of the Directors and the auditors;
 - iii. the election of Directors;
 - iv. the transaction of any business which under the Corporations Act 2001 or this Constitution is required to be transacted.

14.9 Cancellation or Postponement of General Meeting

- (a) Except in the case of a general meeting convened on the requisition of Members, the Directors may at any time cancel or postpone a general meeting before the time for holding the meeting.
- (b) The Directors shall endeavour to notify each Member orally or otherwise of the cancellation or postponement, but failure to notify a Member does not affect the validity of the cancellation or postponement.

14.10 Resolutions Evidenced by Each Member

- (a) Any written resolution of GLASSER AUSTRALIA determined on without a general meeting (whether in one document or in several copies) and signed (including by electronic signature) by each Member entitled to vote is as valid and effectual as a resolution duly passed at a general meeting of GLASSER AUSTRALIA unless the Corporations Act 2001 requires a resolution to be passed at a general meeting of GLASSER AUSTRALIA.
- (b) The written resolution of GLASSER AUSTRALIA may consist of:
 - (i) several copies of a document each signed by one or more Members and takes effect at the date and time on which the last Member necessary for the resolution to be passed, signs a copy of the resolution; or
 - (ii) a record of several electronic messages each indicating the identity of the sender, the text of the resolution and the sender's agreement or disagreement to the resolution, as the case may be, and such a resolution takes effect on the date on which the last Member's message necessary for the resolution to be passed is received.

15 PROCEEDINGS AT GENERAL MEETINGS

15.1 Quorum

Seven (7) Members present in person or by proxy or representative and entitled to vote are a quorum for all general meetings. No business is to be transacted at any general meeting unless a quorum is present at the time the meeting proceeds to business.

15.2 Lack of Quorum

- (a) If within thirty (30) minutes after the time appointed for the meeting a quorum is not present, the meeting will stand adjourned to the same day in the next week at the same time and place or to such other day time and place as the Chair shall determine.
- (b) If at the adjourned meeting a quorum is not present within thirty (30) minutes after the time appointed for the meeting five (5) Members present in person or by proxy or representative will be a quorum and if such reduced quorum is not then present the meeting will be dissolved.

15.3 Chair

- (a) The Chair of the General Meeting or in the Chair's absence the deputy Chair may preside as Chair at every general meeting.
- (b) If there is no Chair or deputy Chair or if neither is present within fifteen (15) minutes after the time appointed for the meeting or if they are both unwilling to act as Chair of the General meeting the Board Members must choose another Board Member as Chair.

15.4 Adjournment

The Chair of a general meeting may with the consent of a meeting at which a quorum is present (and must if directed by the meeting) adjourn the meeting from time to time and place to place but no business is to be transacted at an adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.

15.5 Notice of Adjourned Meeting

It is not necessary to give notice of an adjournment or of the business to be transacted at an adjourned meeting, unless the meeting is adjourned for thirty (30) days or more in which case notice of the adjourned meeting is to be given as in the case of an original meeting.

15.6 Decision of Resolutions

At a general meeting a resolution put to the vote of the meeting is to be decided on a show of hands unless a poll is (before or on the declaration of the result of the show of hands) demanded by the Chair or (other than on the election of the Chair of a meeting or the adjournment of a meeting) by not fewer than three (3) Members having the right to vote at the meeting.

15.7 Minutes as Evidence of Result

Unless a poll is duly demanded, a declaration by the Chair that a resolution has on the show of hands been carried or carried unanimously or carried by a particular majority or lost or not carried by a particular majority and an entry to that effect in the book containing the minutes of the proceedings of GLASSER AUSTRALIA signed by the Chair will be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the resolution.

15.8 Taking of Poll

- (a) If a poll is duly demanded it must be taken in the manner and at the time and place as the Chair of the meeting directs.
- (b) The result of the poll will be deemed to be the resolution of the meeting at which the poll was demanded provided that a poll on the election of a Chair of a meeting or on any question of adjournment must be taken at the meeting and without adjournment.
- (c) The demand for a poll will not prevent the continuance of a meeting for the transaction of any business other than the question on which a poll has been demanded.
- (d) The demand for a poll may be withdrawn. In the case of a dispute as to the admission or rejection of a vote or an equality of votes on a show of hands or on a poll the Chair shall determine the dispute and the determination made in good faith will be final and conclusive.

15.9 Technology

GLASSER AUSTRALIA may hold a general meeting at two (2) or more venues using any technology that gives the Members as a whole a reasonable opportunity to participate.

15.10 Validation of Irregular Acts

All acts done by Members at any General Meeting or by any person acting with the authority of the General Meeting will, even if it is later discovered that there was some defect in the holding of the meeting or in the authority provided or continuance of the person or persons so acting or that they or any of the Members were disqualified for whatever reason or were not entitled to vote, be as valid as if the meeting had been held in accordance with this Constitution and every Member had been qualified and entitled to vote and such authority to persons had been validly given.

16 VOTES OF MEMBERS

16.1 Entitlement to vote

Every Member present in person or represented by proxy or representative has one vote, whether on a show of hands or on a poll. Member shall not be entitled to vote at any general meeting if their annual subscription is more than three (3) months in arrears as at the date of the meeting.

16.2 Resolutions

Any resolution of Members will not be taken to be carried whether on a show of hands or a poll unless

the requisite majority comprises the following:

- (a) in the case of an ordinary resolution of Members, there is an affirmative vote by each eligible member of more than 50% of eligible Members present and entitled to vote (in person or by authorised representative or proxy); and
- (b) in the case of a special resolution of eligible Members, there is an affirmative vote by each eligible Member of more than 75% of eligible Members present and entitled to vote (in person or by authorised representative or proxy);

16.3 Special Resolutions

The following matters will require a special resolution of the Members in Meeting:

- (a) any business which the Corporations Act states requires a special resolution;
- (b) any alteration to GLASSER AUSTRALIA's legal status;
- (c) voluntary winding up of GLASSER AUSTRALIA;
- (d) changing the purposes, objects or scope of GLASSER AUSTRALIA;
- (e) any variation or amendment to, or repeal of, this Constitution; and
- (f) making, varying, or repealing GLASSER AUSTRALIA's by-laws.

17 PROXIES

17.1 Appointment of Proxy

An eligible Member may appoint one eligible member as proxy only, and that proxy is entitled to vote on a show of hands or on a poll.

17.2 Instrument of Proxy

The instrument appointing a proxy must be in writing signed by the appointor or the appointor's attorney duly authorised in writing.

17.3 Receipt of Proxies

The instrument appointing a proxy and the power of attorney or other authority (if any) under which it is signed or executed or a notarially certified copy of that power or authority (or a copy certified in another manner acceptable to the Directors) must be:

- (a) received in the manner specified for that purpose in the notice convening the meeting;
- (b) not less than twenty-four (24) hours before the time for holding the meeting or adjourned meeting or taking of the poll at which the person named in the instrument proposes to vote; and
- (c) in default the instrument of proxy will not be treated as valid.

17.4 Form of Proxy

- (a) Every instrument of proxy whether for a specified meeting or otherwise must as nearly as circumstances will admit be addressed to GLASSER AUSTRALIA in the following form (or in such other form as the Board from time to time prescribes or in a particular case accepts):

I/We* of being an eligible Member of WGI-A appoint _____ of _____ as my/our* proxy to vote for me/us* and on my/our* behalf at the general meeting of WGI-A to be held on the day of _____ and at any adjournment thereof.

This form is to be used in favour of/against the resolution*.

As witnessed by my/our hand/s this _____ day of _____, 20____.

Signed by _____/*and _____ in the presence of:

Witness (full name and signature)

**Strike out whichever is not desired*

- (b) An instrument of proxy in which the name of the appointee is not filled in will be deemed to be given in favour of the Chair of the meeting to which it relates.
- (c) Unless otherwise instructed the proxy may vote as the proxy thinks fit.

17.5 Power to Demand Poll

The instrument appointing a proxy will be deemed to confer authority to demand or join in demanding a poll.

17.6 Votes of Proxies

- (a) A vote given in accordance with the terms of an instrument of proxy is valid notwithstanding the previous death or unsoundness of mind of the appointor or revocation of the instrument or of the authority under which the instrument was executed provided that no intimation in writing of the death unsoundness of mind or revocation has been received by GLASSER AUSTRALIA before the meeting or adjourned meeting at which the instrument is used.
- (b) A proxy is not revoked by the appointor attending and taking part in any meeting but if the appointor votes on a resolution either on a show of hands or on a poll the person acting as proxy for that appointor has no vote as proxy on that resolution.

17.7 Identification of Proxy

The Chair of a meeting may require a person acting as a proxy to establish to the satisfaction of the Chair that the person is the person nominated as proxy in the form of proxy lodged under this Constitution and failing compliance that person may be excluded from voting either upon a show of hands or upon a poll.

17.8 Power of Attorney

If an eligible Member executes or proposes to execute an instrument or to act by or through an attorney, the eligible Member must:

- (a) produce to GLASSER AUSTRALIA for noting the instrument appointing the attorney; and
- (b) (if required) file with GLASSER AUSTRALIA a certified copy of the last-mentioned instrument which is to be retained by GLASSER AUSTRALIA.

The Directors may on the first production of that instrument of attorney and from time to time subsequently require any evidence as they think fit that the instrument of attorney is effective and current.

18 THE BOARD

18.1 Members of the Board

- (a) The Board Members may be the following office holders by determination of the Board who shall be Directors of the Board:
 - (i) The President
 - (ii) The Immediate Past President / Fifth Director
 - (iii) The Honorary Secretary
 - (iv) The Treasurer, and
 - (v) The Training Officer

18.2 Minimum Number of Board Members

- (a) Until otherwise determined by the majority of Directors, the number of Board Members shall not

be fewer than four (4) and not greater than twelve (12) (not including Alternate Board Members).

- (b) If the number of Board Members in office at any time falls below four (4), the Board shall not act in the affairs of GLASSER AUSTRALIA (other than to appoint additional Board members) until the number of Board members is made up to at least four (4).

18.3 Board Membership Eligibility

- (a) Directors are the GLASSER AUSTRALIA Office Holders and Board Members elected to the Board in their individual capacity, and are not elected as representatives of any Organisation or Member.
- (b) However, a Director shall not be disqualified from being an Office Holder should that Director cease to be employed by the Organisation or by the Member employing that Director at the time of that Director's election.
- (c) All Board Members shall be Eligible Members of the GLASSER AUSTRALIA at the time of their election to the Board;
- (d) At least 75% of the Board Members must be Reality Therapy Certified;
- (e) Reality Therapy Certified in relation to a member of the Board means a person who has satisfactorily completed all five (5) phases of Reality Therapy Training as prescribed from time to time by William Glasser International.

18.4 No Remuneration

Except as provided for in clause 5, no Director or Member co-opted to the Board may receive any remuneration for services either as a Director or as a Member.

18.5 Term as Office Holder

- (a) Office Holders shall hold office for a term of two (2) years immediately following the annual general meeting at which they are declared elected or confirmed.
- (b) Subject to the requirements of the Board, no Board Member shall hold office for more than three (3) consecutive terms each of two (2) years.
- (c) However, this requirement shall not apply to the Immediate Past President whose term is dependent upon that of her or his successor as President.

19 APPOINTMENT AND REMOVAL

19.1 Nomination and Election of Board Members

The nomination of Board Members shall take place in as follows:

- (a) Not less than twenty-eight (28) clear days prior to the date fixed by the Board for the holding of the annual general meeting, Eligible Members shall be notified of the date of the meeting and advised to lodge nominations of eligible Members to serve on the Board within the time and manner required by this Constitution.
- (b) Any two (2) Members of the GLASSER AUSTRALIA shall be at liberty to nominate any other eligible Member to serve of the Board as President, Honorary Secretary, Treasurer or Training Officer as the case may be.
- (c) The nomination shall be lodged with the Honorary Secretary by no later than 4.00 pm on the fifteenth (15th) clear day prior to the date fixed for the annual general meeting at which the election is to take place. A nomination of a candidate for election:
 - (i) must specify the full name and address of the candidate;
 - (ii) must include such other information as is specified by the Directors from time to time;
 - (iii) may include a statement by the candidate of not more than 100 words; and
 - (iv) must be in writing, signed by the candidate, the nominator and the seconder.
- (d) A candidate for election to the Board cannot stand for election for more than one office at the same election.

- (e) A list of the candidates' names in alphabetical order with the proposers' and seconders' names shall be posted in a conspicuous place in the registered office of the GLASSER AUSTRALIA and a copy thereof given to each Member at least seven (7) clear days immediately preceding the annual general meeting.
- (f) Balloting lists shall be prepared (if necessary) containing the names of the candidates only in alphabetical order and each Member present in person at the annual general meeting shall be entitled to vote for any number of such candidates not exceeding the number of vacancies.
- (g) In the event of a poll each Member present in person or by proxy shall be entitled to vote for any number of such candidates not exceeding the number of vacancies.
- (h) Each Member entitled to vote may cast the number of votes equal to the number of vacancies, provided that no person so voting may cast more than one (1) vote in favour of each candidate.
- (i) The candidates receiving the greatest number of votes in their favour must be declared by the Chair of the meeting to be elected as Directors.
- (j) In the event that the number of candidates nominated is less than the number of vacancies on the Board, the nominated candidates shall be declared elected by the Chair and the Board may thereafter fill up the remaining vacancy or vacancies.
- (k) In case insufficient Members have been nominated for the vacancies, the Members in general meeting shall forthwith elect a Member or Members to fill the vacancy or vacancies from among the Members present.
- (l) In the event of a tie for a board position the result will be decided by lot.

19.2 Removal of Board Members

- (a) GLASSER AUSTRALIA in general meeting may by resolution remove any Board Member from office.
- (b) However, no resolution for the removal of a Director from office is to be put to a general meeting unless notice signed by a Member duly qualified to vote at that meeting and signifying the intention of that Member to propose that resolution is received by GLASSER AUSTRALIA not less than twenty eight (28) clear days before the date appointed for holding the meeting.

19.3 Casual and Other Vacancies: Alternate Board Members

- (a) A Board Member may from time to time with the approval of the other Board Members and after having obtained the consent of the proposed appointee to the appointment, appoint a Member to be an alternate Board Member during his or her absence from the place where the meetings are held or inability for any other reason to act as a Board Member during such period as he or she thinks fit;
- (b) An Alternate Board Member is entitled to notice of meetings of Board Members and, if the Appointor Board Member is not present as such a meeting, is entitled to attend and vote in his or her place;
- (c) An Alternate Board Member may exercise and discharge all of the power and duties that the Appointor Board Member may exercise, but alone shall be responsible to the GLASSER AUSTRALIA for his or her acts and defaults.
- (d) The exercise of such power by the Alternate Board Member shall be deemed to be the exercise of the power by the Appointor Board Member.
- (e) The appointment of an Alternate Board Member may be revoked at any time by the Appointor Board Member notwithstanding that the period of appointment of the Alternate Board Member has not expired, and terminates in any event if the Appointor Board Member vacates office as a Board Member or if the Alternate Board Member ceases to be a Member of GLASSER AUSTRALIA.
- (f) An appointment, or the termination or revocation of an appointment, of an Alternate Board Member shall be effected by notice in writing signed by the Appointor Board Member and serve upon the GLASSER AUSTRALIA.
- (g) Unless the context otherwise indicates, any reference in this Constitution to a Board Member

or Board Members includes a reference to an Alternate Board Member or Alternate Board Members.

- (h) Any vacancy occurring in the Board whether by death, resignation or otherwise of a Board Member shall be filled within three (3) calendar months of the vacancy occurring (or such longer period as the Board may otherwise resolve) by the remaining Board Members. The natural person filling the vacancy will be appointed for the remainder of the term of office of the Board Member who created the vacancy.
- (i) All such appointments shall be made by instrument executed by all of the surviving or continuing Board and by the Alternate Board Member.
- (j) The continuing Board Members may act notwithstanding any vacancy in their body but should the number of Board Members fall below the minimum number fixed in accordance with this Constitution the Board Members may act for the purpose of increasing the number of Board Members to the minimum of summoning a general meeting of GLASSER AUSTRALIA or in emergencies but for no other purpose.

20 DISQUALIFICATION OF A BOARD MEMBER

The office of a Board Member must be vacated if the Board Member:

- (a) ceases to be or is removed as a Director;
- (b) becomes bankrupt or makes any composition or arrangement with the Director's creditors or any class of them;
- (c) 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;
- (d) resigns from office by notice in writing to GLASSER AUSTRALIA;
- (e) the period for which the Board Member is appointed expires;
- (f) is absent from the Board meetings for six (6) months continuously without the permission of the other Board Members;
- (g) is directly or indirectly interested in any contract or proposed contract with GLASSER AUSTRALIA and fails to declare the nature of that interest;
- (h). engages in undesirable and prejudicial conduct which is reasonably likely to cause detriment to the overall interests or to any of the principle purposes of GLASSER AUSTRALIA;
- (i) becomes prohibited from being a Director of a company by reason of any order made under the Corporations Act or the ACNC Act.
- (j) holds any office of profit in the GLASSER AUSTRALIA; or
- (k) ceases to be a Member of the GLASSER AUSTRALIA.

21 POWERS AND DUTIES OF THE BOARD

21.1 Management of GLASSER AUSTRALIA

- (a) Subject to clause 24.6, the management of the business and affairs of GLASSER AUSTRALIA is to be vested in the Board which in addition to the powers and authorities conferred by this Constitution or otherwise may exercise all powers and do all acts and things as can be exercised or done by GLASSER AUSTRALIA and are not required to be exercised or done by GLASSER AUSTRALIA in general meeting.
- (b) The powers of the Directors are subject to the Corporations Act, the ACNC Act, the Charity Act, all other legislation and regulations relating to the operation of charitable and tax-exempt Organisations in Australia, this Constitution and to any regulations (not being inconsistent with this Constitution) from time to time made by GLASSER AUSTRALIA in general meeting.
- (c) No regulation made by GLASSER AUSTRALIA in general meeting will invalidate any prior act of the Directors which would have been otherwise valid if that regulation had not been made.

21.2 Power to Appoint Chief Executive Officer

- (a) The Board may appoint a natural person to be the Chief Executive Officer (CEO) with such title and on such terms, conditions and remuneration as it determines.
- (b) The Chief Executive Officer is responsible for the control and management of the business and day to day operations of GLASSER AUSTRALIA.
- (c) The Board may from time to time and upon such terms and conditions and with such restrictions as it deems fit, confer upon the Chief Executive Officer all or any of its powers.
- (d) The Board may at any time or times, alter, revoke withdraw or vary all or any of the powers delegated to the Chief Executive Officer.

21.3 Duties Regarding Board Papers

- (a) For the purposes of this clause, "Board Papers" means all existing and future written communications given or made available to the Directors of GLASSER AUSTRALIA or any one or more of them or tabled at meetings of the Directors (including periodic board papers, submissions, minutes, letters, board committee and sub-committee papers) and any other documents in the possession of GLASSER AUSTRALIA which are referred to in those documents.
- (b) The Board must ensure that a complete set of all Board Papers in chronological order will be kept in an appropriate and secure manner.
- (c) Subject to paragraph (d) of this clause, GLASSER AUSTRALIA, on receiving reasonable notice from a Director or former Director, must without charge:
 - i. permit the Director or former Director access during business hours to those Board Papers which relate to the period during which he or she was a Director; and
 - ii. provide a copy to the Director or former Director of such Board papers, or any part of them, on request.
- (d) After a Director ceases to be a Director:
 - i. GLASSER AUSTRALIA is only required to comply with paragraph (c) when the former Director is defending, or there is a reasonable prospect that the former Director will be defending, legal proceedings which relate to an act or omission of the former Director in performing the former Director's duties when he or she was a Director; and
 - ii. the former Director only has access to, and the right to take copies of, such Board papers for the sole purpose of defending legal proceedings which relate to that former Directors duties and acts as a Director.

21.4 Directors to act in Best Interest of GLASSER AUSTRALIA as a Whole

- (a) Each Director must act in the best interests of GLASSER AUSTRALIA as a whole and with due regard to the furtherance of GLASSER AUSTRALIA Purposes.
- (b) Each Director must also act in accordance with a non-excludable duty or obligation owed by the Director to GLASSER AUSTRALIA or the Members of GLASSER AUSTRALIA under general law, the Corporations Act, the ACNC Act, the Charities Act or other provisions of this Constitution.
- (c) Notwithstanding the foregoing provisions of this clause, a Director may make a decision in the interest of the Legal Person which appointed that Director providing that this does not cause a conflict of interest.

21.5 Sale of Undertaking

- (a) Any sale or disposal by the Directors of GLASSER AUSTRALIA's whole undertaking or of GLASSER AUSTRALIA's main undertaking is conditional upon ratification by GLASSER AUSTRALIA in general meeting and shall not involve a sale or transfer of such undertaking to any Legal Person other than one or more funds, authorities or institutions to which surplus assets of GLASSER AUSTRALIA could be given or distributed on a winding up under clause 8 (Winding Up).
- (b) At the meeting to ratify any sale or disposal, any person who may benefit from the sale or

disposal must not vote on the resolution.

21.6 Cheques, Bills, etc.

All cheques promissory notes drafts bills of exchange and other negotiable instruments and receipts for money paid to GLASSER AUSTRALIA must be signed, drawn, accepted, endorsed or otherwise executed by the persons and in the manner as the Directors determine.

21.7 Operating Manual

The Directors shall cause to be prepared an operating manual which shall set out, inter alia, the process which GLASSER AUSTRALIA is to conduct its deliberations and operations. This shall specify the appointment of panels of experts to advise the board on matters of policy for the development and administration of the ".au" domain name space, and shall describe the process with which GLASSER AUSTRALIA shall achieve openness and transparency in the conduct of its business.

21.8 Power and Duties in 3.2

For the sake of clarity, the Board shall have the powers and duties as set out in clause 3.2 (Activities).

22 DIRECTOR'S CONTRACTS

22.1 Director's Interests

Subject to the Corporations Act, the ACNC Act and the Charities Act:

- (a) no Director or proposed Director is disqualified by that office from:
 - i. entering into a contract, agreement or arrangement with GLASSER AUSTRALIA;
 - ii. becoming or remaining a Director of any company in which GLASSER AUSTRALIA is in any way interested or which is in any way interested in GLASSER AUSTRALIA;
- (b) no contract, agreement or arrangement in which a Director is in any way interested, entered into by or on behalf of GLASSER AUSTRALIA can be avoided; and
- (c) no Director who:
 - 1. enters into a contract, agreement or arrangement in which the Director has an interest; or
 - 2. is a director of another company with which GLASSER AUSTRALIA has entered into a contract, agreement or arrangement, is liable to account to GLASSER AUSTRALIA for any profits or remuneration realised by that Director as a result of that Director being interested or being a director of the other company.

22.2 Declaration of Interest

- (a) The nature of a Director's interest in any contract agreement or arrangement must be declared by that Director at a meeting of the Directors in accordance with the Corporations Act 2001 as soon as practicable after the relevant facts have come to that Director's knowledge.
- (b) A general notice that a Director is a member of any specified firm or corporation and is to be regarded as interested in all transactions with that firm or corporation is a sufficient declaration under this clause as regards the Director and the transactions.
- (c) After giving the general notice it is not necessary for the Director to give any special notice relating to any particular transaction with that firm or corporation.
- (d) It is the duty of the Secretary to record in the Minutes any declaration made or any general notice given by a Director in pursuance of this clause.

22.3 Votes by Interested Directors

Subject to the Corporations Law, a Director who has a material personal interest in a matter that is being considered at a meeting of Directors:

- (a) must not vote on the matter (or in relation to a proposed resolution under paragraph (ii) of this clause in relation to the matter, whether in relation to that or a different Director); and

- (b) must not be present while the matter (or a proposed resolution of that kind) is being considered at the meeting, unless:
 - i. the matter applies to an interest that the Director has as a Member in common with the other Members; or
 - ii. the Directors have passed a resolution that specifies the Director, the interest and the matter, and states that the Directors voting for the resolution are satisfied that the interest should not disqualify the Director from considering or voting on the matter.

23 DIRECTOR'S CONFLICTS OF INTEREST

23.1 Duty To Disclose

- (a) A Director who holds an office or possesses a property whereby duties or interests might be created whether directly or indirectly in conflict with that Director's duties or interest as Director ("the interested person") must declare at a meeting of the Directors the fact all material facts to the Directors and members of committees with governing board delegated powers considering the proposed transaction or arrangement to ensure that the nature and extent of the conflict has been made clear.
- (b) However, if the interested person does not disclose the actual or possible conflict of interest, then another Director who is aware of the actual or possible conflict must disclose it to the meeting of Directors.

23.2 Determining Whether a Conflict of Interest Exists

- (a) After disclosing the financial interest and all material facts, and after any discussion with the interested person, the interested person must leave the meeting of the governing board or committee meeting while the determination of a conflict of interest is discussed and voted upon.
- (b) The remaining board or committee members shall decide if a conflict of interest exists.

23.3 Procedures for Addressing the Conflict on Interest

- (a) An interested person may make a presentation at the governing board or committee meeting, but after the presentation the interested person shall leave the meeting during the discussion of, and the vote on, the transaction or arrangement involving the possible conflict of interest.
- (b) The chair of the governing board or committee shall if appropriate appoint a disinterested person or committee to investigate any reasonable alternatives to the proposed transaction or arrangement.
- (c) After exercising due diligence, the governing board or committee shall determine whether the GLASSER AUSTRALIA can obtain with reasonable efforts a more advantageous transaction or arrangement from another person who or entity that would not give rise to a conflict of interest.
- (d) If a more advantageous transaction or arrangement is not reasonably possible under circumstances not producing a conflict of interest, then the governing board or committee shall determine by a majority of votes of those disinterested directors present whether the transaction or arrangement is in the GLASSER AUSTRALIA's best interest and for its own benefit, and whether it is fair and reasonable in all the circumstances.
- (e) In conformity with the above determination, it shall make its decision as to whether or not to enter into the transaction or arrangement.

23.4 Violations of the Conflicts of Interest Policy

- (a) If the governing board or committee has reasonable cause to believe that a member has failed to disclose actual or possible conflicts of interest, it shall inform the member of the basis for such belief and afford the member an opportunity to explain the alleged failure to disclose.
- (b) If, after hearing the member's response and after making further investigation as warranted by the circumstances, the governing board or committee determines that the member has failed to disclose an actual or possible conflict of interest, then it shall take appropriate disciplinary

and corrective action.

23.5 Records of Proceedings

The minutes of the governing board and all committees with board delegated powers shall contain:

- (a) The names of the persons who disclosed or otherwise were found to have a financial interest in connection with an actual or possible conflict of interest, the nature of the financial interest, any action taken to determine whether a conflict of interest was present, and the governing board's or committee's decision as to whether a conflict of interest in fact existed.
- (b) The names of the persons who were present for discussions and votes relating to the transaction or arrangement, the content of the discussion, including any reasonable alternatives to the proposed transaction or arrangement, and a record of any votes taken in connection with the proceedings.

23.6 Compensation

- (a) A voting member of the governing board who receives compensation directly or indirectly from the GLASSER AUSTRALIA for services rendered other than as in the member's capacity as a Director will be precluded from voting on matters pertaining to that Director's compensation.
- (b) A voting member of any committee whose jurisdiction includes compensation matters and who receives compensation directly or indirectly from the GLASSER AUSTRALIA for services rendered will be precluded from voting on matters pertaining to that member's compensation.
- (c) No voting member of the governing board or any committee whose jurisdiction includes compensation matters and who receives compensation directly or indirectly from the GLASSER AUSTRALIA either individually or collectively will be prohibited from providing information to any committee regarding compensation.

23.7 Annual Statements

Each Board Member, Officer and member of a committee with governing board delegated powers shall annually sign a statement which affirms that such person:

- (a) Has received a copy of the conflict of interest policy
- (b) Has read and understand the policy
- (c) Has agreed to comply with the policy, and
- (d) Understand that the GLASSER AUSTRALIA is a charitable and not-for-profit organisation and in order to maintain its Charity Tax Concessions must engage primarily in activities that accomplish one or more of its tax-exempt purposes.

23.8 Periodic Reviews

To ensure that the GLASSER AUSTRALIA continues to operate in a manner consistent with its stated charitable purposes and does not engage in activities that could endanger its tax-exempt status, periodic reviews shall be conducted and at a minimum shall address the following matters;

- (a) Whether compensation arrangements and benefits are reasonable, based upon competent survey information and the result of arm's length bargaining; and
- (b) Whether partnerships, joint ventures and arrangements with management organisations conform to the GLASSER AUSTRALIA's written policies are properly recorded, reflect reasonable investments or payments for goods and services, advance the GLASSER AUSTRALIA's charitable purposes and do not result in being applied towards making a profit, impermissible private benefit or an excess benefit transaction.
- (c) When conducting the periodic reviews, the GLASSER AUSTRALIA may but need not use outside advisors or experts, and if used their use shall not relieve the governing board of its responsibility to ensure that periodic reviews continue to be conducted.

24 PROCEEDINGS AT BOARD MEETINGS

24.1 Procedure Generally

- (a) The Board may meet together for the dispatch of business adjourn and otherwise regulate its meetings and proceedings as it thinks fit.
- (b) Without limiting the generality of the foregoing, the Board may convene a meeting through the use of television monitors, telephones or any other means of instantaneous electronic, electromagnetic, laser, radio or telephonic communication and such meeting shall be as valid as if all of the Board Members participating were present in person at the same time at a duly called and constituted Board meeting.

24.2 Calling of Meetings

The Board Chair may at any time and the Secretary shall upon the requisition of any two (2) Board Members summon a meeting of the Board by notice served upon the other Board Members.

24.3 Notice of Meetings

Reasonable notice of a Board meeting is to be given to all Board Members. The notice need not be in writing.

24.4 Quorum

- (a) Until otherwise determined four (4) Board Members constitute a quorum.
- (b) The quorum must be present at all times during the meeting.
- (c) No business may be conducted at a Committee meeting unless a quorum is present.
- (d) The quorum for a committee meeting is the presence (in person or as allowed under 15.9) of a majority of the committee members holding office.
- (e) If a quorum is not present within 30 minutes after the notified commencement time of a committee meeting—
 - (i) in the case of a special meeting—the meeting lapses;
 - (ii) in any other case—the meeting must be adjourned to a date no later than 14 days after the adjournment and notice of the time, date and place to which the meeting is adjourned must be given in accordance with 24.3.

24.5 Chair of Meetings

- (a) The Board may elect a Chair and a deputy Chair of their meetings and the Chair and deputy Chair positions are declared vacant at each AGM.
- (b) If no Chair or deputy Chair is elected or if at any meeting neither the Chair nor the deputy Chair is present within ten (10) minutes of the time appointed for the holding of the meeting or is unable or unwilling or refuses to act, the Board Members present shall elect a substitute Chair of their meeting from among their number and the substitute Chair shall have all the powers, discretions and functions at such meeting that would be exercisable by or conferred upon the Chair had he or she been present.

24.6 Decision on Questions

- (a) Subject to clause 24.1, questions arising at any Board meeting are to be decided by a majority of votes.
- (b) Each Board Member has one vote and a determination by a majority of the voting Board Members will for all purposes be deemed a determination of the Board.
- (c) In case of an equality of votes at a meeting at which a quorum is present the Chair has a second or casting vote in addition to a deliberative vote.

24.7 Delegation to Committees and Advisory Panels

- (a) The Board may by resolution, power of attorney or writing delegate any of its powers and/or functions (not otherwise imposed upon the Directors of the Board by the Corporations Act, the ACNC Act or the Charities Act) to one or more committees and sub-committees as advisory panels (“Advisory Panels”) for developing policy recommendations consisting of such Member or Members or other natural persons as the Board shall think fit.

- (b) Any committee or sub-committee so formed must, in the exercise of the power delegated to it, comply with the regulations that may be imposed on it from time to time by the Board, and subject thereto shall have the power to co-opt any Member or Members and all such advisory panels shall have one vote.
- (c) The Directors may from time to time appoint individuals to chair an Advisory Panel, and provide that Advisory Panel with a brief to investigate, analyse and advise or report to the Directors regarding a particular issue or objective. Any interested Member or other person may be invited by the Chair of an Advisory Panel to participate in that Advisory Panel.

24.8 Procedure of Committees and Advisory Panels

- (a) The meetings and proceedings of Advisory Panels consisting of more than one person are to be governed by the clauses of this Constitution regulating the meetings and proceedings of the Board so far as they are applicable and are not superseded by any regulations made by the Board under this Constitution.
- (b) The Chairs of Advisory Panels must report in writing to the Board on its activities from time to time.
- (c) Subject to any conditions imposed by the Board, the meetings and procedures of Advisory Panels must be convened and conducted as the Chair thinks fit.

24.9 Validation of Irregular Acts

All acts done by Board Members at any meeting of the Board or by Advisory Panels or by any person acting with the authority of the Board will, even if it is later discovered that there was some defect in the appointment or continuance of the person or persons so acting or that they or any of them were disqualified or had vacated office or were not entitled to vote, be as valid as if every person had been duly appointed or had duly continued in office and was qualified and had continued to be validly appointed and had been entitled to vote.

24.10 Written Resolutions

- (a) A resolution in writing signed by all Board Members who are entitled to vote (not being less than a quorum) is as valid and effectual as if it had been passed at a Board meeting duly called and constituted and is deemed to constitute a minute of that meeting.
- (b) That resolution in writing may consist of:
 - i. several copies of a document consisting of identical content each signed separately by one or more Board Members shall have the same force and effect as if it had been passed at a Board meeting duly convened and held at which all signatories were present, and takes effect at the date and time on which the last Board Member necessary to form a quorum at a Board meeting duly convened and held signs a copy of the resolution; or
 - ii. the record of several identical electronic mail messages as to the content of the resolution each indicating the identity of the sender, the text of the resolution and the sender's agreement or disagreement to the resolution, as the case may be, and such a resolution takes effect on the date on which the last message is received from a Board Member necessary to form a quorum at a Board meeting duly convened and held.
- (c) A Board Member who is unable to attend a Board meeting may authorise another Board Member to vote at that meeting.
- (d) The attending Board Member will have a vote for each absent Board Member by whom the attending Board Member is so authorised, in addition to the normal vote of the attending Board Member. Any such authority must be produced at the meeting at which it is to be used and be retained by the Secretary in GLASSER AUSTRALIA's records.
- (e) Absent Board Member(s) (if any) are not to be counted as Board Member(s) present for the purposes of a quorum.

24.13 Meetings by Communications Technology

A meeting of Board Members may be called or held using any technology consented to by all the Board Members. The consent may be a standing one.

A Board Member may only withdraw consent within a reasonable period before the meeting.

25 MINUTES

The Board Members shall cause minutes to be kept and entered up in accordance with the Corporations Act and the ACNC Act:

- (a) of the names of the Board Members present at each meeting of the Board and of any Committee; and
- (b) of all resolutions and proceedings of general meetings and of meetings of Board Members and of Committees.

The minutes are to be signed by the Chair of the meeting at which the proceedings were held or by the Chair of the next succeeding meeting.

26 SECRETARY

One or more Secretaries must in accordance with the Corporations Act 2001 be appointed by the Board for such terms, at such remuneration and upon such conditions as the Board shall think fit. Any Secretary so appointed may be removed by the Board.

27 ACCOUNTS AND AUDITS

27.1 Accounting, Audits and Other Records

The Board must comply with proper accounting, auditing, creating and maintaining other records and distributing copies of balance sheets as required by the ACNC from time to time depending upon whether the GLASSER AUSTRALIA status is from time to time:

- (a) a small registered charity with an annual revenue less than \$250,000.00, or
- (b) a medium registered charity with an annual revenue of \$250,000.00 or more but less than \$1,000,000.00, or
- (c) a large registered charity with an annual revenue of \$1,000,000.00 or greater.

27.2 Time for Accounts and Audits

The interval between the close of a financial year of GLASSER AUSTRALIA and the issue of the printed Annual Report and accounts and/or audits relating to it must not exceed the period (if any) prescribed by the Corporations Act and the ACNC Act.

27.3 Access by Members

The Board may from time to time determine whether and to what extent and at what times and place and under what conditions or regulations the accounting and other records of GLASSER AUSTRALIA are to be open to the inspection of Members not being Board Members.

28 BY-LAWS

The Board has the power to make, vary and repeal by-laws from time to time for the proper conduct and management of GLASSER AUSTRALIA and such by-laws are binding on all Members. A resolution of the Board to make, vary or repeal by-laws must subsequently be ratified by a special resolution of Members.

29 NOTICES

29.1 Modes of Giving Notice

GLASSER AUSTRALIA may give notice to a Member or other Legal Person:

- (a) personally;
- (b) in the case of a Member - by sending it by post to the address for the Member in the Register or the alternative address (if any) nominated by the Member; or

- (c) in the case of a Board Member - by sending it by post to the address for the Board Member in the register of Board Members; or
- (d) in the case of the Auditor (if any) - by sending it by post to the last-known address of the Auditor; or
- (e) by sending it to the fax number (if any) or electronically to the electronic mail address (if any) nominated by the Member or other Legal Person.

29.2 When Notice Deemed Given

- (a) A notice sent by ordinary post to an address within the state in which the GLASSER AUSTRALIA administrative office is based is deemed to be received one (1) day after it is posted;
- (b) A notice sent by ordinary post to an address outside of the state in which the GLASSER AUSTRALIA administrative office is based but within Australia is deemed to be received three (3) days after it is posted;
- (c) A notice sent by airmail post to an address outside of Australia is deemed to be received five (5) days after it is posted; and
- (d) A notice given by electronic means is deemed to be given on the day after it is sent, and in the form in which it was received.

29.3 Persons Entitled to Notice of General Meeting

Notice of every general meeting must be given in the manner authorised to:

- (a) every Member excluding any Student members;
- (b) every Board Member;
- (c) the Auditor (if any) for the time being (if any) of GLASSER AUSTRALIA (if required by law); and
- (d) any notice or document sent to any Member who has died and whether or not the GLASSER AUSTRALIA has notice of that Member's death shall be deemed sufficient service of such notice or document on that deceased Member's heirs, executors or administrators.

No other person is entitled to receive notices of general meetings.

29.4 Signature to Notice

The signature to any notice to be given by GLASSER AUSTRALIA may be written, printed, stamped, electronic, or by any other means otherwise approved by the Directors from time to time.

29.5 Proof of Sending of Notice

In proving non-personal service, a written certificate signed by any GLASSER AUSTRALIA Officer stating that the notice was duly remitted shall be conclusive evidence that it the notice was sent.

30 REPEAL AND AMENDMENT OF CONSTITUTION

Subject to any provision in the Corporations Act 2001 to the contrary, this Constitution may only be repealed or amended by a special resolution of GLASSER AUSTRALIA in general meeting.

31 INDEMNITY TO BOARD MEMBERS AND OFFICERS

31.1 Mandatory Indemnity

GLASSER AUSTRALIA shall indemnify each Board Member and Officer of GLASSER AUSTRALIA out of the GLASSER AUSTRALIA assets to the relevant extent against any Liability incurred by the Board Member or Officer in or arising out of the conduct of the business of GLASSER AUSTRALIA, or in or arising out of the discharge of the Duties of the Board Member or Officer, unless the Liability was incurred by the Board Member or Officer through the Board Member's or Officer's own dishonesty, negligence, lack of good faith or breach of duty.

31.2 Discretionary Indemnity

In addition to clause 32.1, if the Board considers it appropriate to do so, GLASSER AUSTRALIA may indemnify an Officer of GLASSER AUSTRALIA and an Officer of a subsidiary of GLASSER AUSTRALIA to the Relevant Extent out of the assets of GLASSER AUSTRALIA against any Liability incurred by the Officer in or arising out of the conduct of the business of GLASSER AUSTRALIA or of the subsidiary, or in arising out of the discharge of the Duties of the Officer.

31.3 Insurance Against Liability

If the Board considers it appropriate to do so, GLASSER AUSTRALIA may pay amounts by way of premium in respect of any contract effecting insurance on behalf or in respect of a Board Member or an Officer of GLASSER AUSTRALIA or a subsidiary against Liability incurred by the Board Member or Officer in or arising out of the conduct of the activities of GLASSER AUSTRALIA or of the subsidiary or in or arising out of the discharge of the Duties of the Board Member or Officer unless the Liability was incurred by the Board Member or Officer through the Board Member's or Officer's own dishonesty, negligence, lack of good faith or breach of duty.

33 REGIONAL CO-ORDINATORS

- (a) The Board may from time to time recognise various geographical regions within Australia as regions for the purposes of the GLASSER AUSTRALIA, including but not limited to the following groups:
 - (i) Australian Capital Territory and Southern New South Wales
 - (ii) Sydney New South Wales;
 - (iii) Country New South Wales;
 - (iv) Hunter New South Wales;
 - (v) South East Queensland;
 - (vi) Country Queensland;
 - (vii) Darling Downs Queensland;
 - (viii) Victoria with links to Tasmania;
 - (ix) South Australia
 - (x) Northern Territory
 - (xi) Western Australia
- (b) The Board may vary such regions, cease to recognise any such region and recognise other regions as it sees fit from time to time.
- (c) The Members in each region who are entitled to vote at a GLASSER AUSTRALIA general meeting may nominate a representative (being a Member of that region who is entitled to vote at a GLASSER AUSTRALIA general meeting) for that Member's particular region.
- (d) The nominated Members shall upon confirmation of their nomination by the GLASSER AUSTRALIA annual general meeting hold office as Regional Co-Ordinators for their particular region until the conclusion of the next GLASSER AUSTRALIA annual general meeting following their confirmation whereupon they shall retire but shall be eligible for re-nomination, subject to clause 33(d) below.
- (e) Subject to the requirements of the Board, no Regional Co-Ordinator shall hold office for more than six (6) consecutive terms each of one (1) year.
- (f) The Board shall determine the duties and responsibilities of the Regional Co-Ordinator as it sees fit from time to time.
- (g) Any vacancy occurring in the position of Regional Co-Ordinator between the GLASSER

AUSTRALIA annual general meetings may be filled by a further nomination of a Member of that particular region by Members of that particular region and the confirmation of that nomination by the Board. The newly-confirmed nominee shall retire at the next GLASSER AUSTRALIA annual general meeting but shall be eligible for re-nomination.

34 ADMINISTRATOR

- (a) In the event of a voluntary winding up of the GLASSER AUSTRALIA, the Board shall appoint an Administrator in accordance with the Corporations Act for such term and upon such conditions and remuneration as it shall think fit, and the Board may remove any secretary it had previously appointed.
- (b) Nothing herein shall prevent the Board from appointing a Member of the GLASSER AUSTRALIA as Honorary Administrator and any Member so appointed shall forthwith become (if not already a Board Member) an ex-officio Board Member and that Member shall be bound by the same Duties as a Board Member.

End of GLASSER AUSTRALIA Constitution.

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