Constitution

OPTOMETRY COUNCIL OF AUSTRALIA AND NEW ZEALAND LIMITED

ACN 074 875 111

Public Company Limited by Guarantee

As amended on 14 November 2025

Table of Contents

PRELIMINARY 4
1. Definitions & Interpretation 4
2. Exclusion of Replaceable Rules 6
3. Object 6
4. Application of Income and Property 7
5. Liability of Members 7
6. Contribution of Members on Winding Up 8
7. Distribution of Property on Winding Up 8
MEMBERSHIP 8
8. Eligibility, Application and Admission 8
9. Corporate Representatives 8
10. Register of Members 9
11. Cessation of Membership 9
12. Disciplining of Members 10
13. Resolution of Disputes Between Members 12
MEETINGS OF MEMBERS 12
14. Annual General Meeting 12
15. Convening General Meetings 12
16. Notice of General Meetings 13
17. Chairperson of General Meetings 13
18. Quorum for General Meetings 13
19. Adjournment of General Meetings 14
20. Voting at General Meetings 14
21. Proxies 15
22. Resolution in Writing for General Meetings 15
DIRECTORS 15
23. Appointment and Removal of Directors 15
24. Defects in Appointment of Directors 17
25. Rotation of Directors 17
26. Remuneration of Directors 18
27. Powers and Duties of Directors 18
DIRECTORS' MEETINGS 19
28. Purpose and Place of Directors' Meetings 19

29. Convening Directors' Meetings 19
30. Quorum for Directors' Meetings 19
31. Chair and the Deputy Chair 19
32. Voting at Directors' Meetings 19
33. Committees and Delegation of Powers 19
34. Electronic Meetings of Directors 20
35. Circulating Resolutions 21
36. Directors' Conflict of Interest 21
37. Chief Executive Officer 21
38. Company Secretary 22
ADMINISTRATION 22
39. Minutes 22
40. Accounts 22
41. Audit 23
42. Inspection of Records 23
43. Funds 23
44. Execution of Documents 23
45. By Laws 24
46. Alteration of Constitution 24
47. Notices 24
48. Officers' Indemnities and Insurance 25
49. Winding Up 25

CONSTITUTION

OF

OPTOMETRY COUNCIL OF AUSTRALIA AND NEW ZEALAND LIMITED

ACN 074 875 111

Corporations Act 2001
A Public Company Limited By Guarantee

PRELIMINARY

1. Definitions & Interpretation

1.1 In this Constitution, unless the context requires another meaning:

'**Accredited School**' means a school, department or academic unit offering a degree in optometry in Australia or New Zealand having accreditation granted by the Company.

'**Accredited Schools Sponsor**' means the heads of all Accredited Schools acting collectively.

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

'ACNC Regulation' means the *Australian Charities and Not-for-Profits Commission Regulation 2013* (Cth).

'ACO' means the Australian College of Optometry (or its successor body).

'**Annual General Meeting**' means the annual general meeting of Members.

'**Auditor**' means the auditor for the time being of the Company.

'**Board**' means the board of Directors for the time being of the Company comprised as required by Rule 23.2.

'**Chair'** means the Director elected as chairperson of the Board.

'**Chief Executive Officer**' means the chief executive officer appointed by the Board whose title shall be determined by the Board from time to time.

'**Company**' means Optometry Council of Australia and New Zealand Limited ACN 074 875 111, whatever its name may be at the relevant time.

'**Company Secretary**' means the secretary of the Company appointed in accordance with the Corporations Act (or any of them if more than one).

'**Constitution**' means this constitution as amended from time to time and a reference to a particular Rule of this Constitution has a corresponding meaning.

'Consumer' means a person or persons accessing healthcare, and includes clients and healthcare consumers and their families, carers, groups and/or communities. Consumers may also include students or recent graduates from an accredited program, professionals involved in educating students, other health professionals and internationally trained health professionals seeking registration in Australia or New Zealand

'**Corporations Act**' means the *Corporations Act 2001* (Cth) or any statutory amendment modification or re-enactment for the time being in force.

'**Deputy Chair'** means the Director (if any) elected as deputy chairperson of the Board.

'**Director**' means a person holding office as a director of the Company in accordance with the Corporations Act.

'**Directors**' means some or all of the Directors acting as a board.

'**Eligible Director**' means a person meeting the eligibility criteria for appointment to the Board set out in this Constitution who has expertise and experience in one or more of the following areas:

- Accreditation of educational courses, programs, methods of teaching or training that is relevant to the Object.
- Regulation and governance (or either of them) relevant to the Object.
- Assessment of skills and knowledge of health professionals relevant to the Object.
- Such other qualifications, skills and experience as considered suitable or necessary by the Board from time to time.

'**Financial Year**' means the year commencing on 1 July in a given year or commencing on such other date determined by resolution of the Members in General Meeting.

'**General Meeting**' means a meeting of Members to consider any motion brought before, or any business of, the Company.

'**Governmental Agency**' means any government or any governmental, semi-governmental, administrative, fiscal or judicial body, department, commission, authority, tribunal, agency or entity.

'**Meeting of Directors**' means a meeting of the Board held in accordance with the Corporations Act or this Constitution.

'**Member**' means a person whose name is entered in the Register as a Member of the Company (and not subsequently removed from the Register) and includes the Sponsors.

'**Nominations Committee**' means the committee described in Rule 23.6.

'**NZAO**' means the New Zealand Association of Optometrists (or its successor body).

'**OA**' means Optometry Australia (or its successor body).

'**OptomBA**' means the Optometry Board of Australia (or its successor body)

'**Object**' means the object of the Company which are set out in Rule 3 of this Constitution.

'**ODOB**' means the Optometrists and Dispensing Opticians Board in New Zealand (or its successor body).

'**Register**' means the register of Members of the Company as required under the Corporations Act.

'**Representative**' means a person authorised in accordance with section 250D of the Corporations Act to act as a representative of a body corporate that is a Member, as described in Rule 9.

'**Seal**' means the common seal of the Company (if any).

'**Special Resolution**' means a resolution passed in General Meeting by 75% of the Members who, being entitled to vote, vote in person or in any other manner authorised by the Constitution.

'**Sponsor**' means any one or more of the Accredited Schools Sponsor, ACO, OA, ODOB and NZAO.

1.2 Corporations Act definitions and sections

1.2.1 Words and expressions not defined in Rule 1.1 mean what they mean in a similar context in the Corporations Act.

1.2.2 A reference to a particular Chapter, Part, Division or section, without more, is a reference to that Chapter, Part, Division or section of the Corporations Act.

1.3 General Interpretation

1.3.1 A reference at a particular time to a particular statute or subordinate legislation, or to particular provisions of a statute or subordinate legislation (a written law):

1.3.1.1 Is to the written law as in force at the time.

1.3.1.2 If the written law has been replaced by another written law - is to the written law which replaces it.

1.3.1.3 Is also a reference to subordinate legislation, and the provisions of subordinate legislation, made or issued under or for the purposes of the written law.

1.3.2 A reference at a particular time to a particular deed, document or arrangement, or to any of its provisions:

1.3.2.1 Is a reference to it as in operation at that time.

1.3.2.2 If the contract, document or arrangement has been re-made or novated - is also a reference to it as re-made or novated.

1.3.3 The singular includes the plural and vice versa.

1.3.4 A reference to a person is also a reference to any kind of legally recognised body or entity whether incorporated or not, and vice versa.

1.3.5 A reference to a person also includes a reference to the person's legal personal representative.

1.3.6 A reference to one gender is also a reference to the other genders.

1.3.7 A reference to a particular Rule or Appendix (if any) is to that Rule of, or Appendix to, this Constitution.

1.3.8 Other parts of speech or grammatical forms of an expression defined in or for the purposes of this Constitution have corresponding meanings.

1.3.9 A power to do something includes a power, exercisable in the like circumstances, to revoke or undo it.

1.3.10 A reference to power is also a reference to authority and discretion.

1.3.11 A reference to currency (including words such as 'dollars' or '$') is to Australian currency.

1.3.12 The general meaning of words is not limited by specific examples following expressions like "including" or "for example" or other similar expressions.

1.4 Appendices

The contents of any Appendices to this Constitution are included as provisions of this Constitution.

1.5 Headings

Headings and notes in this Constitution are not part of this Constitution. They are for convenience only and do not affect interpretation.

2. Exclusion of Replaceable Rules

The replaceable rules contained in the Corporations Act do not apply to the Company.

3. Object

The object of the Company is to ensure the quality of optometric education, improve the capability of optometrists and to improve the eye health of the public including:

3.1 To assess and accredit optometry schools, departments academic units and their programs against recognised standards, for the purpose of supporting high-quality optometric education and facilitating pathways to professional registration in relevant jurisdictions.

3.2 To assess postgraduate courses of study in the field of optometry for the purpose of granting, varying, withdrawing or suspending accreditation for those courses.

3.3 At the Company's discretion, to vary, withdraw or suspend any accreditation previously granted by the Company in the event that the Company resolves that such accreditation should be varied, withdrawn or suspended.

3.4 To assess for admission to practice in Australia and New Zealand overseas trained optometrists.

3.5 To assess the therapeutic competence of optometrists registered in Australia or New Zealand who have completed a non-accredited course of study in ocular therapeutic drugs.

3.6 To provide information, advice and assistance to any Governmental Agency, optometry regulation authority or other third party involved in the profession on matters (including law and policy) concerning:

3.6.1 the registration of optometrists;

3.6.2 the adequacy or otherwise of a person's skills in the field of optometry for the purposes of migration; and

3.6.3 educating optometry professionals.

3.7 To collaborate with educators and the optometry profession to advance the quality of optometric education.

3.8 To perform activities ancillary to the education and registration of optometrists and accreditation of optometry courses or any other incidental activity related to the Object.

4. Application of Income and Property

4.1 Subject to Rule 4.2, the profit, income and property of the Company shall be applied solely towards the promotion of the Object and no portion of that profit, income and property shall be paid or transferred directly or indirectly by way of dividend, bonus or otherwise by way of profit to the Members (past or present) or to any person claiming through any of them.

4.2 Nothing contained in Rule 4.1 shall prevent:

4.2.1 The payment in good faith of remuneration to any Directors, officers, servants or employees of the Company or to any Member, Board member, or other person in return for any services actually rendered to the Company that are approved by the Board or reimbursement of out-of-pocket expenses.

4.2.2 The repayment of money advanced by any Member to or for the purposes of the Company.

4.2.3 The payment of interest at a rate not exceeding the rate for the time being charged on overdraft accounts exceeding $100,000.00 by bankers in Melbourne on money lent to the Company by any Member for the purposes of the Company.

4.2.4 The payment of reasonable and proper rent for premises leased or otherwise made available to the Company by any Member.

4.3 No Member will be appointed to any salaried office of the Company or any office of the Company paid by salary.

5. Liability of Members

The liability of the members is limited.

6. Contribution of Members on Winding Up

Every person who is or has been a Member undertakes to contribute to the assets of the Company in the event of the Company being wound up while they are a Member, or within one year of ceasing to be a Member, such amount as may be required not exceeding ten dollars ($10.00), for the payment of the debts and liabilities of the Company contracted whilst the Member or past Member as the case may be was a Member, and the costs charges and expenses of winding up and for the adjustment of the rights of the contributors amongst themselves.

7. Distribution of Property on Winding Up

Where on the winding up of the Company or dissolution of the Company there is a surplus of assets after satisfying all the Company's liabilities and expenses, the surplus will not be paid or distributed to the Members but will be given or transferred to another institution or company having similar objects to those described in Rule 3, and which is an institution or body that prohibits the distribution of income, profit or assets to its members. Such institution or company will be determined by the Members on or before the time of such winding up or dissolution or failing such determination by application to the Supreme Court in the State of incorporation of the Company.

MEMBERSHIP

8. Eligibility, Application and Admission

8.1 Any body corporate committed to the object of the Company may be a Member provided that all of the following apply:

8.1.1 Any application for membership is made in the manner prescribed by the Board from time to time and accompanied by the consent of the applicant and a nomination in writing signed by (or on behalf of) a Member.

8.1.2 The person agrees in writing to provide a guarantee to defray such liabilities and expenses of the Company upon its winding up or dissolution to comply with Rule 6.

8.1.3 The Member agrees to be bound by this Constitution and any code of conduct which the Board may produce from time to time.

8.1.4 The Board is satisfied that the applicant is committed to the object of the Company.

8.2 The Board may not decline any application for membership that meets the requirements of Rule 8.1.

8.3 If the application for membership is accepted by the Board, the name of the Member must be entered in the Register.

8.4 Subject to Rule 11.4, the number of Members will be five (5) or such other number as the Company determines in General Meeting.

8.5 No admission fee or annual subscription fee will be charged or levied upon Members or nominees for Membership.

9. Corporate Representatives

9.1 Each Member must appoint as its Representative a natural person.

9.2 The name and address of the Representative will be entered in the Register as the representative of the Member.

9.3 All correspondence and notices from the Company will be served on that Representative and any notice served on a Representative will be deemed to be service on the Member which is represented by that particular Representative.

9.4 If the appointment of a Representative by the Member is made by reference to a position held, the appointment must identify the position.

9.5 Despite Rule 10.5, a Member may remove and replace a Representative where the Member gives written notice to the Board in a form approved by the Board.

9.6 A signature by a Representative of a Member on behalf of that Member is taken to be the signature of that Member for the purposes of this Constitution.

9.7 Any power or right of a Member as granted by this Constitution can be exercised by the Representative of that particular Member.

9.8 Members are represented at meetings of Members by their Representatives.

9.9 The actions of a Representative bind the Member which is represented by that particular Representative.

9.10 Each Representative will comply with the terms of this Constitution in all matters pertaining to the Company as if a Member himself or herself.

10. Register of Members

10.1 The Company Secretary must maintain a Register at the registered office.

10.2 When an applicant has been accepted for membership the Company Secretary must cause the Member's name to be entered in the Register and must send to the Member written notice of the acceptance.

10.3 The address of a Member in the Register will be the address of the Member for the purpose of service of any notices to Members.

10.4 The Register shall set out the status of each Member and shall contain such further particulars as the Board may at any time prescribe.

10.5 The rights of any Member will not be transferable.

11. Cessation of Membership

11.1 A person's membership of the Company will cease upon:

11.1.1 The Company Secretary receiving from a Member a letter of resignation together with the application of a new Member that complies with the requirements of Rule 8.1.

11.1.2 The Company in General Meeting resolving by Special Resolution to terminate the Membership of a Member whose conduct or circumstances in the opinion of the Company renders it undesirable that the Member continue to be a Member of the Company. The Member must be given at least twenty-one (21) days' notice of the proposed resolution and must be given the opportunity to be heard at the meeting at which the resolution is proposed.

11.1.3 The Member being dissolved or otherwise ceasing to exist.

11.1.4 The Member having appointed to it:

11.1.4.1 a receiver;

11.1.4.2 a receiver and manager;

11.1.4.3 a liquidator;

11.1.4.4 an administrator;

11.1.4.5 an administrator of a deed of company arrangement; or

11.1.4.6 a trustee or other person administering a compromise or arrangement between the Member and someone else.

11.2 Subject to Rule 11.3, any Member who wishes to resign shall give the Board one month's notice in writing of the Member's intention to resign and the resignation will take effect at the end of such period.

11.3 The Company Secretary must only remove the name of the Member whose membership ceases pursuant to Rule 11.1.1 from the Register after the resigning Member has nominated a new Member whose application for membership has been accepted. The name of the new Member must be entered in the Register at the same time as the other Member's name is removed.

11.4 If a Member's Membership ceases for any reason other than resignation pursuant to Rule 11.1.1 and an eligible Member has not been nominated to replace them at the time of removal, then the Company must call a General Meeting of Members to change the number of Members prescribed by this Constitution pursuant to Rule 8.4.

11.5 A Member whose membership of the Company ceases pursuant to Rule 11.1 will be liable for all moneys due by that Member to the Company in addition to any sum not exceeding ten dollars ($10.00) for which the Member is liable under this Constitution.

11.6 A Member whose membership ceases pursuant to Rule 11.1 must not make any claim, monetary or otherwise, on the Company, its funds or property, except if they are a genuine creditor of the Company.

11.7 Any person who for any reason ceases to be a Member must no longer represent themself in any manner as being a Member (except to the extent that they may remain on the Register of Members of the Company until replaced by a new Member).

11.8 Any person who for any reason ceases to be a Member immediately loses all voting and other rights and entitlements enjoyed by Members generally even though they may remain on the Register of Members of the Company until replaced by a new Member.

12. Disciplining of Members

12.1 Where the Board is of the opinion that a Member has:

12.1.1 persistently refused or neglected to comply with a provision or provisions of this Constitution; or

12.1.2 persistently and wilfully acted in a manner prejudicial to the interests of the Company,

the Board may:

12.1.3 expel the Member from the Company; or

12.1.4 suspend the Member from Membership of the Company for a specified period.

12.2 A resolution of the Board pursuant to Rule 12.1 is of no effect unless the Board confirms the resolution in accordance with this Rule 12.2 at a Meeting of Directors held not earlier than fourteen (14) days and not later than twenty-eight (28) days after service on the Member of a notice pursuant to Rule 12.3.

12.3 If the Board resolves under Rule 12.1 to expel or suspend any Member, the Secretary must serve the Member with a notice in writing:

12.3.1 setting out the resolution of the Board and the grounds upon which it is based;

12.3.2 stating that the Member may address the Board at a Meeting of Directors to be held not earlier than fourteen (14) days and not later than twenty-eight (28) days after service of the notice;

12.3.3 stating the date, place and time of that meeting; and

12.3.4 informing the Member that the Member may do either or both of the following:

12.3.4.1 attend and speak at that meeting;

12.3.4.2 submit to the Board at or before the date of the meeting, written representations relating to the resolution.

12.4 At a meeting of the Board held as referred to in Rule 12.3, the Board must:

12.4.1 give the Member an opportunity to make oral representations;

12.4.2 give due consideration to any written representations submitted to the Board by the Member at or prior to the Meeting of Directors; and

12.4.3 by a resolution of at least seventy-five per cent (75%) of the Directors participating in the Meeting of Directors determine whether to confirm or to revoke the resolution.

12.5 The Member must be notified in writing of the decision of the Board within seven (7) days. If the Board resolves to confirm the expulsion or suspension, the Member must also be notified of the right of appeal available under Rule.

12.6 A resolution confirmed by the Board under Rule 12.4.3 does not take effect:

12.6.1 until the expiration of the period within which the Member is entitled to appeal against the resolution where the Member does not exercise the right of appeal within that period; and

12.6.2 where, within that period, the Member exercises the right of appeal, unless and until the Disciplinary Committee confirms the resolution pursuant to Rule 12.11.

12.7 A Member may appeal any against a resolution of the Board.

12.8 A Member may appeal to the Disciplinary Committee against a resolution of the Board, which is confirmed under Rule 12.4.3. Written notice of such an appeal must be lodged with the Secretary within seven (7) days of service of the notice required under Rule 12.5.

12.9 If a Member provides written notice under Rule 12.8, the Board will establish a Disciplinary Committee. The Disciplinary Committee will comprise of an independent panel of three (3) experts, all chosen by the Board. The experts will be chosen based upon the nature of the alleged misconduct by the Member. The Disciplinary Committee may seek advice from any relevant source.

12.10 Within thirty-five (35) days after receipt of a notice of appeal from the Member pursuant to Rule 12.8, the Disciplinary Committee must convene a meeting.

12.11 At the Disciplinary Committee meeting convened under Rule 12.10:

12.11.1 the Member must be given the opportunity to state their case orally or in writing, or both using any technology (reasonably available to the Board) that gives the Member a reasonable opportunity to do so; and

12.11.2 the Disciplinary Committee must vote by ballot on the question of whether the resolution will be confirmed.

12.12 The Disciplinary Committee's decision is final. The Member is not entitled to appeal the Disciplinary Committee's decision.

12.13 Natural justice will be applied during every disciplinary process under this Rule 12, requiring the Board and Disciplinary Committee to act fairly, in good faith and without bias or conflict of interest when making its decision.

13. Resolution of Disputes Between Members

13.1 Disputes between Members (in their capacity as Members), will be referred to the Board which must take steps to resolve the dispute.

13.2 If a dispute so referred is not resolved to the satisfaction of any party to the dispute within thirty (30) days of its being referred, then that party may refer the dispute to mediation before a mediator appointed by mutual agreement of the parties.

13.3 Failing agreement by the parties to the appointment of a mediator within fourteen (14) days of a party notifying the other party of its intention to refer the dispute to mediation, the appointment of the mediator may be made by the President of the Law Society of New South Wales.

13.4 The costs of a mediator appointed pursuant to this Rule must be shared equally between the Members party to the dispute.

13.5 At least seven (7) days before a mediation session established by a mediator appointed pursuant to this Rule is to commence, the parties to the dispute are to exchange statements of the issues that are in dispute between them and supply copies to the mediator.

MEETINGS OF MEMBERS

14. Annual General Meeting

14.1 Subject to the Corporations Act, a General Meeting must be held at least once in every calendar year and within the period of five (5) months after the end of the financial year at such time and place as may be determined by the Directors. This General Meeting will be called the 'Annual General Meeting', and all other meetings of the Company will be called General Meetings.

14.2 The business of the Annual General Meeting may include any of the following, even if not referred to on the notice of meeting:

14.2.1 The consideration of the Annual Financial Report, Directors' Report and Auditors' Report or any other statement of income and expenditure and the balance sheet of the Company and report of the Board for the past Financial Year.

14.2.2 The election of Directors.

14.2.3 The appointment of the auditor.

14.2.4 The fixing of the auditor's remuneration.

14.3 The business of the Annual General Meeting may also include the consideration of any other business the Board or any Member using the procedure set out in Rule 14.4 brings before the Annual General Meeting and any other business which may be lawfully transacted at the Annual General Meeting.

14.4 Any Member intending to bring any motion or business before an Annual General Meeting which does not relate to the ordinary business of the Company must give written notice of that Member's intention to the Board not less than 28 days before the day of the meeting.

14.5 No motion or business other than the motion or business brought before the Annual General Meeting by the Board will come before the Annual General Meeting unless the proper notice of the motion or business by the Member pursuant to Rule 14.4 has been given.

15. Convening General Meetings

15.1 A quorum of Directors whenever they think fit may convene a General Meeting.

15.2 The Directors must convene a General Meeting on the request of Members with at least 5% of the votes that may be cast at a General Meeting, in accordance with section 249D of the Corporations Act and if such General Meeting is not convened within 21 days, then the Members with at least half of the votes of those making the request can convene such General Meeting in accordance with section 249E of the Corporations Act.

15.3 Any General Meeting convened by Members, must be held in the capital city of the State or Territory in which the Company's registered office is then located.

15.4 The Chairperson of a General Meeting may invite any person who is not a Member to attend and address a meeting.

16. Notice of General Meetings

16.1 A notice of meeting of the Company's Members must specify all of the following:

16.1.1 The place, the day and the time of the meeting (and, if the meeting is to be held in two or more places, the technology that will be used to facilitate this).

16.1.2 The general nature of the business to be transacted at the meeting.

16.1.3 Such other information as is required by section 249L of the Corporations Act.

16.2 The Company may hold a meeting of its Members at two or more venues using any technology that gives the Members as a whole a reasonable opportunity to participate.

16.3 Subject to the provisions of the Corporations Act relating to agreements for shorter notice, at least 21 days notice must be given of a meeting of the Company's Members.

16.4 Subject to Rule 11.8, notice of every meeting of the Company's Members must be given in the manner authorised by Rule 43 to all of the following:

16.4.1 Every Member and every Director.

16.4.2 The auditor for the time being of the Company.

16.5 No person other than those specified in Rule 16.4 is entitled to receive notices of meetings of the Company's members.

17. Chairperson of General Meetings

17.1 Subject to Rules 17.2 and 17.3 the Chair must preside as chairperson at every General Meeting.

17.2 If there is no Chair or the Chair is not present within fifteen (15) minutes after the time appointed for the holding of the meeting or is unwilling to act for all or part of the meeting, the Deputy Chair must be the chairperson of the General Meeting.

17.3 If the Deputy Chair is not present or is present but is unwilling to act for all or part of the meeting, the Members present must elect one of their number to be chairperson of the meeting (or part of it).

18. Quorum for General Meetings

18.1 No business must be transacted at any meeting of the Company's Members unless a quorum of Members is present at the time when the meeting proceeds to business.

18.2 A quorum of Members for a General Meeting is three (3) Members one of whom must be either ODOB or NZAO.

18.3 For the purpose of determining whether a quorum is present, a person or representing a body corporate that is a Member, will be deemed to be a Member.

19. Adjournment of General Meetings

19.1 If a quorum is not present within one hour from the time appointed for the General Meeting:

19.1.1 Where the General Meeting was convened upon the request of Members - the General Meeting will be dissolved.

19.1.2 In any other case:

19.1.2.1 The General Meeting will stand adjourned to such day, and at such time and place, as the Directors determine or, if no determination is made by the Directors, to the same day in the next week at the same time and place.

19.1.2.2 If at the adjourned General Meeting a quorum is not present within one hour from the time appointed for the adjourned General Meeting, then the General Meeting will be dissolved.

19.2 If at a General Meeting the whole of the business before the General Meeting is not completed the chairperson of the General Meeting may with the consent of the General Meeting adjourn it to any other time and place.

19.3 The chairperson must adjourn a General Meeting from time to time and from place to place if the Members present with a majority of votes that may be cast at that meeting agree or direct the chairperson to do so. No business must be transacted at any adjourned meeting other than the business left unfinished at the General Meeting from which the adjournment took place.

19.4 When a General Meeting is adjourned for thirty (30) days or more, notice of the adjourned General Meeting must be given as in the case of an original General Meeting.

19.5 Except as provided by Rule 19.4, it is not necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.

20. Voting at General Meetings

20.1 At any General Meeting, a resolution put to the vote of the meeting will be decided on a show of hands unless, before a vote is taken or before or immediately after the declaration of the result of the show of hands, a poll is demanded by the chairperson of the General Meeting or at least two of the Members present in person.

20.2 Unless a poll is so demanded, a declaration by the chairperson that a resolution has on a show of hands been carried, or carried unanimously, or by a particular majority, or lost, and an entry to that effect in the book containing the minutes of the proceedings of the Company, is conclusive evidence of the fact without further proof of the number or proportion of the votes recorded in favour of or against the resolution.

20.3 The demand for a poll may be withdrawn.

20.4 If a poll is duly demanded, it must be taken in such a manner (including by way of postal vote) as the chairperson directs and, unless the meeting is adjourned, the result of the poll will be deemed to be the resolution of the meeting at which the poll was demanded.

20.5 A poll demanded on the election of a chairperson or on a question of adjournment must be taken immediately.

20.6 The demand for a poll shall not prevent the continuance of a General Meeting for the transaction of any business other than the question on which a poll has been demanded.

20.7 In the case of an equality of votes, whether on a show of hands or on a poll, the chairperson of General Meeting at which the show of hands takes place or at which the poll is demanded will have a casting vote in addition to any vote the chairperson may have in their capacity as a Member.

20.8 Subject to any rights or restrictions for the time being attached to any Member:

20.8.1 At meetings of the Company's Members or classes of Members, each Member who is entitled to vote may vote through their Representative.

20.8.2 On a show of hands every person present who is a Representative of a Member has one vote, and on a poll every person who is a Representative has one vote.

20.9 If a membership is held jointly and more than one such joint Member votes, only the vote of the Member whose name appears first in the Register counts.

20.10 A Member is not entitled to vote at a General Meeting unless all sums payable at that time by him or her in respect of the Company have been paid.

20.11 Objections

20.11.1 An objection may be raised to the qualification of a voter only at the meeting or adjourned meeting at which the vote objected is given or tendered.

20.11.2 Any such objection must be referred to the chairperson, whose decision is final.

20.11.3 A vote not disallowed pursuant to such an objection is valid for all purposes.

21. Proxies

Proxy voting is not allowed.

22. Resolution in Writing for General Meetings

22.1 A resolution in writing signed by all Members shall be as valid and effectual as if it had been passed at a General Meeting of the Company duly convened and held. Any such resolution may consist of several documents (including facsimile or electronic copies) in like form, each signed by one or more Members.

22.2 Rule 22.1 does not apply to a resolution to remove from office a Director or an Auditor.

DIRECTORS

23. Appointment and Removal of Directors

23.1 The number of the Directors must be no fewer than four (4) or more than ten (10) at least one of which must be an Aboriginal, Torres Strait Islander or Māori Director.

23.2 The members of the Board of Directors will include:

23.2.1 up to one Eligible Director nominated by ODOB who must be a registered optometrist in either Australia or New Zealand.

23.2.2 up to one Eligible Director who is a Consumer nominated by the Board who is not currently a registered optometrist in either Australia or New Zealand.

23.2.3 up to two Eligible Directors nominated by the Board who have a high level of knowledge, skill and experience appropriate to the skills required by the Board of Directors, such as education, finance or governance;

23.2.4 any Director appointed pursuant to Rule 23.7

23.3 The members of the Board of Directors must also include at least four additional Eligible Directors but not more than seven additional Eligible Directors (of whom at least two must be registered optometrists in either Australia or New Zealand), each nominated by the Nominations Committee and appointed by the Members in one of the following ways:

23.3.1 By separate resolution for each proposed Director passed at a General Meeting.

23.3.2 After a resolution passed by the Members present at the relevant General Meeting that the appointments of Directors may be voted on together (and no votes were cast against that resolution), by a resolution to appoint two or more Directors in the same resolution at a General Meeting.

23.3.3 By ballot (held in a manner agreed to by the majority of Members) held to elect two or more Directors where the ballot does not require Members voting for one candidate to vote for another candidate. To avoid doubt, a ballot does not require a Member to vote for a candidate merely because the Member is required to express a preference among individual candidates in order to cast a valid vote.

23.4 The Company may from time to time by resolution passed at a General Meeting fix the number of Directors in accordance with Rule 23.1 and may also determine in what rotation (if any) the number of Directors is to go out of office.

23.5 A person must not be appointed as a Director of the Company:

23.5.1 Unless the person has signed a consent to act as a Director of the Company and has lodged it with the Company before their appointment.

23.5.2 If the person is disqualified from being a Director under the Corporations Act or the *ACNC Act*.

23.5.3 Unless, in the case of a person to be appointed in accordance with Rule 23.3, the person has been nominated by the Nominations Committee, and the nomination has been lodged with the Company before their appointment.

23.6 A Nominations Committee is now established to assist the Members in determining whether to appoint a person as a Director.

23.6.1 The function of the Nominations Committee is to consider from time to time what combination of skills, qualifications, experience and other relevant characteristics is desirable for Board composition and make recommendations to the Members regarding the appointment or non-appointment of any person as a Director having regard to that desirable combination, for the purpose of informing any decision of the Members to appoint a person as a Director.

23.6.2 The Nominations Committee shall comprise two of the Members agreed to by the majority of the Members, and any other person appointed to the Nominations Committee by the Members.

23.7 The Board may, subject to Rules 23.1 and 23.4, appoint an additional person to be Director, by unanimous resolution of the Board for the purpose of ensuring that the Board has suitable qualifications, skills and experience to discharge its functions from time to time.

23.8 If the office of a Director becomes vacant, the continuing Directors may continue to act unless the number falls below the minimum number. In that case, the continuing Directors may act only in one or more of the following circumstances:

23.8.1 To appoint Directors up to the minimum number.

23.8.2 To call a General Meeting.

23.8.3 In emergencies.

23.9 In addition to the circumstances in which the office of a Director becomes vacant by virtue of the Corporations Act, the office of a Director becomes vacant in any one or more of the following circumstances where the Director:

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

23.9.2 Resigns their office by notice in writing to the Company.

23.9.3 Is absent without the consent of the Chair from three (3) consecutive meetings of the Board.

23.9.4 Without the consent of the Company in General Meeting holds any other office of profit under the Company.

23.9.5 Is directly or indirectly interested in any contract or proposed contract with the Company and fails to declare the nature of their interest as required by Rule 34.

23.9.6 Ceases to be an Eligible Director.

23.9.7 Has been disqualified by the Australian Charities and Not-for-Profits Commissioner, at any time during the preceding twelve (12) months, from being a responsible entity of a registered entity under section 45.20(4) of the ACNC Regulation.

23.10 Alternate Directors are not permitted.

24. Defects in Appointment of Directors

All acts done by any meeting of the Directors or of a committee of Directors or by any person acting as a Director, notwithstanding that it is afterwards discovered that there was some defect in the appointment of a person to be a Director or to be a member of the committee, or to act as a Director, or that a person so appointed was disqualified, are as valid as if the person had been duly appointed and was qualified to be a Director or to be a member of the committee.

25. Rotation of Directors

The following provisions will apply to all the Directors:

25.1 At every Annual General Meeting those Directors who have been in office for three years or until the third Annual General Meeting following such Directors' appointment (whichever is the longer) without re-election must retire.

25.2 At every Annual General Meeting at least three Directors must retire and if otherwise qualified are eligible for re-appointment.

25.3 The Directors or Director to retire pursuant to Rule 25.2 will be the Directors or Director longest in office since last being elected, but as between Directors who were elected on the same day the Director or Directors to retire will (in default of agreement between them) be determined by lot.

25.4 Subject to the provisions of the Corporations Act the Company in General Meeting may at any time by ordinary resolution remove any Director before the expiration of such Director's period of office and, if so desired, appoint another qualified person in such Director's stead. The person so appointed must hold office during such time only as the Director in whose place such Director is appointed would have held office if such Director had not been removed.

25.5 A Director retiring pursuant to this Rule 25 will retain office until the dissolution or adjournment of the meeting at which such Director's successor is appointed and will be eligible for re-appointment on two occasions only (*i.e.* a Director can hold office for no more than three (3) consecutive terms).

26. Remuneration of Directors

26.1 The Directors may be paid by way of remuneration for their services to the Company provided such remuneration is no more than is commercially reasonable for the services provided and provided that such remuneration is approved by the Members annually at the Annual General Meeting of the Company.

26.2 A Director performing the role of Chair may be paid an additional amount in relation to such services provided that such additional amount is approved annually by the Members at the Annual General Meeting and is no more than is commercially reasonable for the services provided.

26.3 Any reimbursement of out-of-pocket expenses incurred in carrying out the duties of a Director will be paid where the payment does not exceed the amount approved by the Board.

26.4 Payment for any service rendered to the Company by a Director in a professional or technical capacity will be made where the provision of that service has the approval of the Board and the amount payable is approved by a resolution of the Board and is on reasonable commercial terms.

26.5 Payment to a Director as an employee of the Company will be made where the terms of employment have been approved by resolution of the Board.

26.6 The provisions of this Rule 26 are subject to the Corporations Act and the ACNC Act.

27. Powers and Duties of Directors

27.1 Subject to the Corporations Act and to any other provision of this Constitution, the business of the Company will be managed by the Directors.

27.2 Without limiting the generality of Rule 27.1, the Board may exercise all such powers and do all such acts and things as the Board is by this Constitution, the Act or otherwise authorised to exercise and do and are not by this Constitution or by the Act directed or required to be exercised or done by the Company in General Meeting.

27.3 In addition, the Board shall have all the powers and authorities expressly conferred on the Board by this Constitution and by any resolution of the Company in General Meeting.

27.4 The Directors may, by power of attorney, appoint any person or persons (either by name or by reference to position or office held) to be the attorney or attorneys of the Company for such purposes, with such powers, authorities and discretions (being powers, authorities and discretions vested in or exercisable by the Directors), for such period and subject to such conditions as they think fit.

27.5 Any such power of attorney may contain such provisions for the protection and convenience of persons dealing with the attorney as the Directors think fit, and may also authorise the attorney to delegate all or any of the powers, authorities and discretions vested in him or her.

27.6 All cheques, promissory notes, bankers drafts, bills of exchange and other negotiable instruments, and all receipts for money paid to the Company, must be signed, drawn, accepted, endorsed or executed, as the case may be, in such manner as the Directors determine.

27.7 Subject to the Corporations Act and to any other provision of this Constitution, the Board shall have the power to do all things that are ancillary to, convenient for or which foster or promote the advancement of the Object.

DIRECTORS' MEETINGS

28. Purpose and Place of Directors' Meetings

The Board of Directors may meet together for the dispatch of business and adjourn and otherwise regulate its meetings as it thinks fit. The Board may meet for the transaction of business at such times or places as it from time to time determines, but no less than four (4) times each calendar year.

29. Convening Directors' Meetings

The Board may at any time, and a Company Secretary must on the requisition of a Director, convene a Meeting of Directors.

30. Quorum for Directors' Meetings

At a Meeting of Directors, the number of Directors whose presence is necessary to constitute a quorum is one half of the number of Directors holding office (rounded up to the next whole number) plus one, provided that, subject to Rule 36.4, each such person is a Director entitled under the law to vote on a motion that may be moved at that meeting.

31. Chair and the Deputy Chair

31.1 The Directors shall elect by (secret) ballot from amongst the Directors holding office at the time, a Chair and a Deputy Chair. The Chair and Deputy Chair shall usually hold office for a three-year term (or a shorter period, if the Chair or Deputy Chair has less than three (3) years remaining in his or her term as a Director). Any Chair or Deputy Chair may be reappointed to that office for a second consecutive term and third consecutive term but may not hold office for more than nine years.

31.2 Office holders shall not hold office beyond their retirement or removal from the Board as a Director.

31.3 In the event of a vacancy occurring in the position of Chair, the Deputy-Chair or in the absence of a Deputy-Chair, such other person as is appointed by the Board, assumes office as Chair until the next Meeting of Directors, at which the Board should appoint a new Chair, in accordance with Rule 31.1.

31.4 If any office bearer is temporarily absent or temporarily unable to perform their duties, the Board may authorise another Director to act in the vacant position during the absence or inability of the office bearer.

32. Voting at Directors' Meetings

32.1 Subject to this Constitution, questions arising at a Meeting of Directors will be decided by a majority of votes of Directors present and voting and any such decision will for all purposes be deemed a decision of the Directors.

32.2 In a case of an equality of votes, the Chair will have a casting vote in addition to any deliberative vote the Chair may have in the capacity as a Director.

33. Committees and Delegation of Powers

33.1 The Board may delegate any of their powers (except this power of delegation) to a committee or committees consisting of such number of Directors and non-Directors as they think fit provided that at least one Director is a member of any committee formed.

33.2 The committees may include an Accreditation Committee, an Examination Committee, an Examination Eligibility Committee a Finance and Risk Committee and any other committee considered appropriate for the good governance of the Company. The terms of reference of each committee will be determined by the Board.

33.3 A committee to which any powers have been so delegated must exercise the powers delegated in accordance with any directions of and within any limits set by the Board, and a power so exercised will be deemed to have been exercised by the Directors.

33.4 The chairperson of such a committee will be appointed by the OCANZ Board.

33.5 Where such a meeting is held and a chairperson has not been elected or the person so elected is not present within ten (10) minutes after the time appointed for the holding of the meeting or is unwilling to act for all or part of the meeting, the members present must elect one of their number to be Chairperson of the meeting or part of it.

33.6 A committee may meet and adjourn as it thinks proper.

33.7 Questions arising at a meeting of a committee must be determined by a majority of votes of the members present and voting.

33.8 In the case of an equality of votes, the chairperson will not have a casting vote in addition to any deliberative vote the chairperson may have in their capacity as a committee member.

34. Electronic Meetings of Directors

34.1 Without limiting the generality of Rule 28, a Meeting of Directors may be called or held using any technology consented to by all the Directors. A consent of a Director for the purposes of this Rule may be a standing one. A Director may only withdraw their consent within a reasonable time before the Meeting of Directors.

34.2 For the purposes of this Constitution, the contemporaneous linking together by an instantaneous communication device of a number of Directors not less than the quorum will be deemed to constitute a meeting of the Directors, and all the provisions of this Constitution as to Meetings of Directors will apply to any such meeting held by an instantaneous communication device so long as the following conditions are met:

34.2.1 All the Directors for the time being entitled to receive notice of the Meeting of Directors (including any alternate for any Director) will be entitled to notice of a meeting held by an instantaneous communication device and to be linked by an instantaneous communication device for the purpose of such meeting. Notice of any such meeting must be given on the instantaneous communication device or in any other manner permitted by this Constitution; and

34.2.2 Each of the Directors taking part in the meeting by an instantaneous communication device must be able to hear each of the other Directors taking part at the commencement of the meeting.

34.3 A Director may not leave a meeting held by an instantaneous communication device by disconnecting their instantaneous communication device unless they have previously expressly notified the chairperson of the meeting of their intention to leave the meeting, and a Director will be conclusively presumed to have been present and to have formed part of the quorum at all times during such a meeting until such notified time of their leaving the meeting.

34.4 A minute of the proceedings at meetings held by an instantaneous communication device will be sufficient evidence of such proceedings and of the observance of all necessary formalities if certified as a correct minute by the chairperson of the meeting.

34.5 For the purpose of this Rule ‘instantaneous communication device’ includes telephone, television or any other audio or visual device that permits instantaneous communication.

35. Circulating Resolutions

35.1 If all the Directors entitled to vote on a resolution have signed a document containing a statement that they favour of a resolution of the Directors in terms set out in the document, a resolution in those terms will be deemed to have been passed at a Meeting of Directors held on the day on which the document was signed and at the time at which the document was last signed by a Director or, if the Directors have signed the document on different days, on the day on which, and at the time at which, the document was last signed by a Director.

35.2 For the purposes of Rule 35.1, two or more separate documents (including facsimile or electronic copies) containing statements in identical terms, each of which is signed by one or more Directors, will together be deemed to constitute one document containing a statement in those terms signed by those Directors on the respective days on which they signed the separate documents.

36. Directors' Conflict of Interest

Subject to this Constitution (including in particular Rule 26), the Corporations Act and the ACNC Regulation:

36.1 A Director will not be disqualified by that person's office from contracting with the Company or from being employed or acting in any capacity professionally or otherwise by or on behalf of the Company.

36.2 No contract made by a Director with the Company and no contract or arrangement entered into by or on behalf of the Company with any company or partnership of or in which any Director is any way interested and no contract or arrangement entered into by or on behalf of the Company in which any Director is in any way interested will be liable to be impeached affected or avoided solely by reason of the Director holding office as such or solely by reason of the fiduciary relationship with the Company or by reason of the Director being a party to such contract or arrangement or otherwise interested in it.

36.3 No Director so contracting or being so interested will be liable to account to the Company for any profit realized by any such contract or arrangement by reason only of such person holding their office or of the fiduciary relationship created or by reason of their interest but such Director is bound to declare the nature of this interest in any such contract or arrangement at any meeting at which the contract or arrangement is decided on if the interest then exists or, in any such case, at the first such meeting after the acquisition of the interest. The Chief Executive Officer must record such declaration in the minutes of the meeting at which the declaration is made but failure to record the declaration will not in any way affect the validity of such contract or arrangement.

36.4 A Director may be counted in the quorum at any meeting at which any matter in which such Director is so interested but may not vote in respect of any contract or arrangement in which such interest exists.

36.5 A Director who is interested in any contract or arrangement as stated in this Rule notwithstanding such interest may attest the affixing of the Seal of the Company to any document evidencing or otherwise connected with such contract or arrangement.

37. Chief Executive Officer

37.1 The Board may appoint a person to act as the Chief Executive Officer and who shall be an employee of the Company subject to the terms and conditions of employment determined by the Board for such period as the Board thinks fit.

37.2 Subject to the terms of any agreement entered with the Chief Executive Officer, the Board may revoke such appointment.

37.3 The Chief Executive Officer will perform the duties designated from time to time by the Board upon such terms as the Board thinks fit.

37.4 The Chief Executive Officer shall arrange an audit at least annually, at any additional times directed by the Board, of all books, documents and financial statements of the Company and shall ensure that all books and financial records show a true and correct record of financial transactions of the Company.

37.5 Powers of the Chief Executive Officer

37.5.1 The Board shall confer upon the Chief Executive Officer the powers required for the Chief Executive Officer to manage the affairs of the Company (including signing cheques and transacting internet banking) with such restrictions as the Board shall think fit.

37.5.2 Any powers conferred upon the Chief Executive Officer may be concurrent with or be to the exclusion of the powers of the Board.

37.5.3 The Board may at any time withdraw or vary any of the powers so conferred on the Chief Executive Officer.

37.5.4 The powers and duties from time to time conferred upon the Chief Executive Officer must be recorded in writing and a copy of the written record of the powers of the Chief Executive Officer from time to time in force must be provided to each Member.

38. Company Secretary

38.1 The Board may appoint a person (including any person who is a Director) as Company Secretary on such terms and conditions as determined by it in accordance with the Corporations Act.

38.2 The Board may remove the Company Secretary from office.

ADMINISTRATION

39. Minutes

39.1 The Directors will cause minutes of all of the following:

39.1.1 All proceedings and resolutions of meetings of the Members.

39.1.2 All proceedings and resolutions of Meetings of Directors, including meetings of a committee of Directors.

39.1.3 Resolutions passed by Members without a meeting.

39.1.4 Resolutions passed by Directors without a meeting.

39.2 The Directors will cause all such minutes to be duly entered into the books kept for that purpose in accordance with the Corporations Act.

39.3 A minute recorded and signed in accordance with the Corporations Act is evidence of the proceeding, resolution or declaration to which it relates, unless the contrary is proved.

39.4 Books containing the minutes of the Members and resolutions passed by Members without a meeting will be open for inspection by any Member free of charge.

40. Accounts

40.1 The Directors must cause to be kept proper books of accounts in which will be kept true and complete accounts of the affairs and transactions of the Company and must, if required by

the Corporations Act, the ACNC Act or the ACNC Regulation, prepare and distribute copies of the financial reports of the Company and a Director's report. Proper books will not be deemed to be kept unless the books give a true and fair view of the state of the Company's affairs and explain its transactions.

40.2 The accounts must be held at the registered office or any other place as the Directors think fit.

40.3 The accounts must always be open to inspection by the Directors.

40.4 The Directors must arrange for the Income/Expenditure Statement and Balance Sheet (including every attachment) accompanied by a copy of the Auditor's Report, as required by the Corporations Act, the ACNC Act or the ACNC Regulations to be made out and laid before the Annual General Meeting.

41. Audit

41.1 A registered company auditor must be appointed and where required by the Corporations Act or ACNC Act, the Board must cause the financial records of the Company to be audited.

41.2 The remuneration of the auditor must be fixed and the auditor's duties regulated in accordance with the Corporations Act.

42. Inspection of Records

Subject to the Corporations Act, the Directors must determine whether and to what extent, and at what time and places and under what conditions, the accounting records and other documents of the Company or any of them will be open to the inspection of members other than Directors, and a member other than a Director does not have the right to inspect any document of the Company except as provided by law or authorised by the Directors or by the Company in meeting of the Company's members.

43. Funds

43.1 All monies received on account of the Company shall be promptly paid into the bank account or accounts of the Company opened by the Board.

43.2 Subject to any resolution to the contrary of a General Meeting that does not contravene any other limitations contained in this Constitution, the funds of the Company will be utilised in pursuance and furtherance of the Object set out in this Constitution in such manner as the Board determines.

43.3 All electronic banking, cheques, bills of exchange, promissory notes and other negotiable instruments may be transacted, signed, accepted, drawn, made or indorsed on behalf of the Company in such manner and by such persons (whether Directors or officers of the Company or not) as the Directors determine but not otherwise.

44. Execution of Documents

44.1 The Company may execute any agreement, deed or other document by:

44.1.1 Two Directors signing the same; or

44.1.2 One Director and one Company Secretary signing the same.

44.2 Rule 44.1 does not limit the manner in which the Company may execute any contract, including as permitted under section 126 or 127 of the Corporations Act.

44.3 Nothing in this Constitution requires the Company to execute any agreement, deed or other document under common seal for the same to be effectively executed by the Company.

44.4 A person may sign a document on behalf of the Company, or may sign a document that relates to a Meeting of Directors or a general meeting, or may sign a document that relates to a resolution to be passed without a meeting, by:

44.4.1 signing a physical form of the document by hand; or

44.4.2 by (subject to Rule 44.5) signing an electronic form of the document using electronic means.

44.5 For the purposes of Rule 44.4.2, the method of signing must identify the person and indicate the person's intention in respect of the information recorded in the document and be either:

44.5.1 as reliable as appropriate for the purpose, in light of all the circumstances; or

44.5.2 proven to have fulfilled the function of identifying the person and their intention as required by this Rule either by itself or together with further evidence.

44.6 Rule 44.4does not limit the ways in which a document may be signed. It does not require a person to sign the same page or the same form of the document as another person. It does not require a person to use the same method of signing as another person.

45. By Laws

The Board has power to make by-laws concerning matters which the Board believes suitable for including in such by-laws.

46. Alteration of Constitution

The Company may only alter this Constitution by special resolution passed at a general meeting of the members.

47. Notices

47.1 A notice may be given by the Company to any Member in any of the following ways:

47.1.1 By serving it on the Member personally.

47.1.2 By sending it by post to the Member at the Member's address, including an email address, as shown in the register of Members or the address supplied by the Member to the Company for the giving of notices to the Member.

47.2 Where a notice is sent by post, service of the notice will be deemed to be effective by properly addressing, prepaying and posting a letter containing the notice, and to have been effected, in the case of a notice of a Member, on the day after the date of its posting, and, in any other case, at the time at which the letter would be delivered in the ordinary course of post.

47.3 Where a notice is sent by email, service of the notice will be deemed to be effected twenty-four (24) hours after the transmission of the email unless the person transmitting the email is notified at any time that the email was undelivered or undeliverable.

47.4 A notice may be given by the Company to joint Members by giving notice to the joint Member first named in the register of Members.

47.5 The Company must send the Members of the Company, at least once in each financial year, a notice setting out the following or make such a notice readily available on a website:

47.5.1 that they have a right to elect and to request to be sent documents in physical form under s 110E and 110J of the Corporations Act;

47.5.2 that they have a right to elect and to request to be sent documents in electronic form under s 110E and 110J of the Corporations Act; and

47.5.3 that they have a right to elect not to be sent annual financial reports under s 314 of the Corporations Act.

47.6 This Rule 47 does not limit the way in which notice may be given, including under Division 2 of Part 1.2AA of the Corporations Act.

48. Officers' Indemnities and Insurance

48.1 To the extent permitted by the law and subject to the restrictions in the Corporations Act the Company indemnifies every person who is or has been an Officer of the Company or of a wholly-owned subsidiary of the Company against any liability incurred by that person as an Officer of the Company or of a wholly-owned subsidiary of the Company:

48.1.1 in defending any proceedings in which judgment is given in that person's favour, or in which the person is acquitted, or in connection with an application in relation to any proceedings in which the Court grants relief to the person under the law.

48.1.2 to another person (other than the Company or a related body corporate of the Company) unless the liability arises out of conduct involving a lack of good faith.

48.2 The Company may pay, or agree to pay, a premium in respect of a contract insuring a person who is or has been an Officer of the Company or of a subsidiary of the Company against a liability:

48.2.1 Incurred by the person in their capacity as an Officer of the Company or a subsidiary of the Company or in the course of acting in connection with the affairs of the Company or a subsidiary of the Company or otherwise arising out of the Officer's holding such office provided that the liability does not arise out of conduct involving a wilful breach of duty in relation to the Company or a subsidiary of the Company, a contravention of Sections 182 and 183 of the Corporations Act or liability out of conduct that contravenes the governance standards in sections 45.5 to 45.25 of the ACNC Regulation.

48.2.2 For costs and expenses incurred by that person in defending proceedings, whatever their outcome.

48.3 In this Rule 48:

48.3.1 The term '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 their capacity as Officer, or in the course of acting in connection with the affairs of the Company or a wholly-owned subsidiary for the purposes of Rule 48.1 or subsidiary of the Company for the purposes of Rule 48.2, or otherwise arising out of the Officer's holding such officer (including proceedings alleging that they were guilty of negligence, default, breach of trust or breach of duty in relation to the Company or a wholly-owned subsidiary (in Rule 48.1) or subsidiary (in Rule 48.2)) of the Company, and

48.3.2 The term 'Officer' has the meaning given to that term in Section 9 of the Corporations Act.

49. Winding Up

Subject to Rule 7, the Company may be dissolved by a special resolution of Members at a General Meeting.