



**Corporations Act 2001
A Public Company Limited by Guarantee
Constitution**

**Family Day Care Australia Limited
ACN 094 436 021**

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1 Nature of FDCA

- 1.1 FDCA is a public company limited by guarantee.
- 1.2 The liability of the Members is limited. Every Member undertakes to contribute \$2 to the assets of FDCA if it is wound up while they are a Member, or within 1 year afterwards.

2 Objects

- 2.1 The objects of FDCA are:
 - (a) to represent, support and promote the family day care sector in delivering high quality early childhood education and care in line with the needs of Australian children, families and communities;
 - (b) to act as the direct conduit between the sector, government and key stakeholders in providing strong leadership, a united national voice and future directions for family day care through effective, broadly representative, consultative and evidence-based advocacy on key policy issues, to improve the quality and accessibility of early childhood education and care in line with the needs of Australian children, families and communities;
 - (c) to provide products, services and resources to the sector, and alone or jointly with any other person or legal entity, in accordance with the objects of FDCA;
 - (d) to connect, engage and consult the sector nationally in meeting its objects; and
 - (e) to do all such things as are incidental or conducive to the operation of FDCA and otherwise for the attainment of all or any of the objects of FDCA.

3 Membership

Membership

- 3.1 Subject to the remaining clauses of this clause 3, the Membership of FDCA shall be unlimited in number and shall comprise Ordinary Members only, who shall have all of the rights and privileges of Membership including the right to vote at general meetings of the Members of FDCA.
- 3.2 Membership shall, subject to clause 3.3, be divided into the following categories (for the purposes only of determining differential fees payable by each category of Member under clause 4.2), namely:
 - (a) Individual Membership;
 - (b) Service Membership;
 - (c) Organisation Membership; and
 - (d) such other categories of Membership as the Members determine by ordinary resolution passed at a properly convened general meeting of Members.
- 3.3 The eligibility criteria for admission to the categories of Membership set out in clause 3.2 are as follows:
 - (a) **Individual Members** – this category of Membership is open to any individual who fulfils all other requirements of this Constitution in respect of admission to Ordinary Membership, and is 1 (or more) of the following, namely:
 - (i) a Parent user of family day care;
 - (ii) an Educator;
 - (iii) a retired Educator still actively involved in the family day care sector;

- (iv) a person employed by or working as a volunteer for a Service or entity applying to become a Service;
 - (v) an employee of a state or territory family day care association; and
 - (vi) Board Appointed Directors of FDCA who are not otherwise eligible to be Members.
- (b) **Service Members** - this category of Membership is open to any Service or entity applying to become a Service, that fulfils all other requirements of this Constitution in respect of admission to Membership.
- (c) **Organisation Members** - this category of Membership is open to any person who fulfils all other requirements of this Constitution in respect of admission to Membership, and is:
- (i) an incorporated body which is involved or associated with the provision of family day care in the opinion of the Board; or
 - (ii) a person who is the authorised representative of an unincorporated body which is involved or associated with the provision of family day care in the opinion of the Board.

3.4 The Board may:

- (a) admit, as an Associate of FDCA, any person, incorporated body or unincorporated body (through its authorised representative), who is or that is supportive of the objects of FDCA but is not otherwise admitted by the Board as a Member of FDCA, for any reason; and
- (b) grant such rights and privileges to Associates of FDCA as the Board may from time to time determine, provided that Associates shall not in any circumstances be granted, nor shall they enjoy, the right to vote at general meetings of the Members of FDCA.

Becoming a Member

3.5 An application for Membership must:

- (a) be made either:
 - (i) in writing;
 - (ii) by completing an online form; or
 - (iii) by telephone,
 all of which may include the acceptance of a product of FDCA which includes Membership (for example, insurance), in the form prescribed by the Board from time to time;
- (b) include a signature, or equivalent acknowledgement by the applicant acknowledging that the applicant agrees to be bound by this Constitution as amended from time to time;
- (c) be accompanied by any entrance fee and annual subscription payable pursuant to clause 4.1; and
- (d) be lodged with the Secretary.

3.6 As soon as practicable after receiving an application for Membership made in accordance with all of the requirements of clause 3.5, the Secretary must:

- (e) enter the applicant's name and class of Membership in the Register and, subject to the Act, the person becomes a Member on the name being so entered; and
- (f) inform the applicant of the category of Membership to which they have been admitted.

Ongoing Member Obligations and Rights

3.7 The Members of FDCA agree to be bound by the provisions of this Constitution.

- 3.8 For so long as a Member abides by the provisions of this Constitution, the Member shall enjoy the rights and privileges of Membership under this Constitution and the Act.
- 3.9 In the case of a Member that is not a natural person, the Member shall be entitled to exercise their rights and privileges as a Member through their duly appointed Representative or Representatives (clause 9).
- 3.10 Subject to clause 3.8, Members have the following rights:
- (a) All Members have the right to receive notices of, and to attend and be heard at any general meeting of the Members of FDCA; and
 - (b) Each Member has the right to cast 1 vote, by postal ballot (as permitted by this Constitution) or in person (subject to clause 9) or by proxy (see clause 8), on each resolution proposed at a general meeting of the Members of FDCA;

Register of Members

- 3.11 A Register of the Members must be kept in accordance with the Act.
- 3.12 The following details must be entered and kept current in the Register in respect of each Member:
- (a) the full name and contact details of the Member;
 - (b) the date of admission to and cessation of Membership; and
 - (c) such other information as the Board requires.
- 3.13 Each Member is responsible to notify the Secretary in writing of any change in that person's name, address, telephone or email within 1 month after the change.

4 Application fee

Amount of fees

- 4.1 Subject to clause 4.2, the:
- (a) entrance fee, payable upon admission to any category of Membership; and
 - (b) annual subscription, payable upon admission or renewal of Membership in any category of Membership,
- is the amount determined by the Board from time to time, and shall be payable in the timeframe determined by the Board from time to time.
- 4.2 For the avoidance of doubt, the Board may, in its discretion:
- (a) determine differential entrance and annual subscription fees for the different categories of Ordinary Membership established under clause 3.2;
 - (b) determine that no entrance fee or annual subscription is payable by a Member or Members (in whole or in part) in a given year; and
 - (c) extend the time for payment of the entrance fee or annual subscription by any Member.

5 Removal and cessation of membership

Cessation of Membership

- 5.1 A Member ceases to be a Member on:
- (a) death;
 - (b) resignation by written notice to FDCA having immediate effect or with effect from a specified date occurring not more than seven days after the service of notice;

- (c) failing to pay any subscription that may be prescribed by the Directors from time to time for a period of 2 months after the subscription was due and payable;
- (d) becoming of unsound mind or a person whose personal estate is liable to be dealt with in any way under a law related to mental health;
- (e) becoming bankrupt or insolvent or making an arrangement or composition with creditors of a person's joint or separate estate generally;
- (f) being an Organisation Member, dissolving or becoming insolvent;
- (g) no longer meeting the eligibility class for the Member's category of Membership (unless transferred to another class of Membership by the Board);
- (h) being a Service Member, either deregistration as a Service, or disallowance of an application for registration as a Service;
- (i) the passing of a resolution by the Directors under clause 5.2;
- (j) the expiry of 1 year term of Membership, unless the Member had applied for and been admitted as a Member for the following term;
- (k) being a person who is a Member pursuant to clause 3.3(a)(vi), that Member ceasing to be a Board Appointed Director ; or
- (l) becoming an employee of FDCA.

Termination of Membership

- 5.2 Subject to this Constitution the Directors, in Directors meetings, may at any time resolve to terminate the Membership of a Member if the Member:
- (a) refuses or neglects to comply with this Constitution or any applicable Standing Orders of the Board or regulations made by the Directors;
 - (b) engages in conduct which in the opinion of the Directors is unbecoming of a Member or prejudicial to the interests of FDCA; or
 - (c) fails to pay any debt due to FDCA for a period of 3 months after the date for payment (such debt not including a subscription referred to in clause 5.1(c)).
- 5.3 Termination of Membership pursuant to clause 5.2 will not become effective unless the Board confirms the resolution in accordance with this clause 5.3 at a Board meeting held not earlier than 14 days and not later than 28 days after service on the Member of a notice pursuant to clause 5.4.
- 5.4 If the Board resolves under clause 5.2 to terminate a Member's Membership, the Secretary must serve the Member with a notice in writing:
- (a) setting out the resolution of the Board and the grounds upon which it is based;
 - (b) stating that the Member may address the Board at a Board meeting to be held not earlier than 14 days and not later than 28 days after service of the notice;
 - (c) stating the date, place and time of that meeting; and
 - (d) informing the Member that the Member may do either or both of the following:
 - i. attend and speak at that meeting; and
 - ii. submit to the Board at or prior to the date of the meeting, written representations relating to the resolution.
- 5.5 At a meeting of the Board held as referred to in clause 5.4, the Board must:
- (a) give the Member an opportunity to make verbal representations;

- (b) give due consideration to any written representations submitted to the Board by the Member at or prior to the Board meeting; and
 - (c) by a resolution of at least 75% of the Directors participating in the Board meeting, determine whether to confirm or to revoke the resolution.
- 5.6 The Member must be notified in writing of the decision of the Board and its reasons for the decision within 7 days.
- 5.7 A decision of the Board made pursuant to clause 5.5 may not be appealed.

6 No profits for Members

Transfer of income or property

- 6.1 Subject to clause 6.2, all of the assets and income of FDCA shall be applied solely in the furtherance of the objects of FDCA and no portion of the profits of FDCA shall be distributed directly or indirectly to any Member.

Payments, services and information

- 6.2 Nothing in clause 6.1 prevents the payment, in good faith, of an amount, calculated on arms length terms, in respect of goods or services actually supplied to FDCA by a Member in the ordinary and usual course of the Member's business. However, a Member is not permitted to be employed by FDCA while being a Member.

7 General meetings of Members

Annual general meetings

- 7.1 FDCA must convene an AGM at least once in each calendar year and within 5 calendar months after the end of the relevant financial year, at such time and place to be determined by the Board.

Convening of general meetings

- 7.2 The Board must direct the Secretary to convene a general meeting of the Members if requested to do so by such number of Members as the Act provides may convene a general meeting of the Members.
- 7.3 The Secretary must, in any event, comply with the request of the Chair or of any 3 Directors to convene a general meeting of the Members.

Notice of general meeting

- 7.4 Subject to any shorter notice allowed under the Act, at least 21 days' notice of a general meeting must be given to Members which:
- (a) may be given by any form of communication permitted by the Act;
 - (b) must specify the place, the day and the hour of meeting, the general nature of the business to be transacted and any other matters as are required by the Act; and
 - (c) if the meeting is to be held in 2 or more places, the technology that will be used to facilitate the holding of the general meeting in that manner.
- 7.5 The accidental omission to give notice of any general meeting to, or the non receipt of a notice by, a person entitled to receive notice does not invalidate a resolution passed at the general meeting.

Quorum at general meetings

- 7.6 A quorum for the purposes of a general meeting of Members shall be the number of Directors in office at the date the meeting was called plus 1, whether present personally, by their Representative or by proxy.

- 7.7 If a quorum is not present within half an hour from the time appointed for the meeting or a longer period allowed by the Chairperson:
- (a) if the meeting was convened by or on the requisition of Members, it must be dissolved; or
 - (b) in any other case it must stand adjourned to the same day in the next week at the same time and place or to another day and at another time and place determined by the Board.
- 7.8 If a meeting has been adjourned to another time and place determined by the Board, then notwithstanding any other provision, not less than 5 days' notice of the adjourned meeting must be given in the same manner as in the case of the original meeting.
- 7.9 If, at the adjourned meeting a quorum is not present within half an hour after the time appointed for the meeting, the meeting must be dissolved.

Chairperson of a general meeting

- 7.10 The Chair is entitled to preside as Chairperson at a general meeting.

Absence of the Chair at a general meeting

- 7.11 If a general meeting is held and:
- (a) a Chair has not been elected by the Directors; or
 - (b) the Chair is not present within 15 minutes after the time appointed for the holding of the meeting or is unable or unwilling to act; then the following persons may preside as Chairperson of the meeting (in order of precedence):
 - (i) the Deputy Chair if a Director has been so elected by the Directors; or
 - (ii) a Director or Member elected by the Members present to preside as Chairperson of the meeting.

Conduct of general meetings

- 7.12 The Chairperson of a general meeting:

- (a) has charge of the general conduct of the meeting and of the procedures to be adopted at the meeting;
- (b) may require the adoption of any procedure which is, in the Chairperson's opinion, necessary or desirable for proper and orderly debate or discussion and the proper and orderly casting or recording of votes at the general meeting; and
- (c) may, having regard where necessary to the Act, terminate discussion or debate on any matter whenever the Chairperson considers it necessary or desirable for the proper conduct of the meeting.

- 7.13 A decision by the Chairperson under clause 7.12 is final.

Casting Vote of Chairperson

- 7.14 The Chairperson of a general meeting is not entitled to a second or casting vote in addition to a deliberative vote on any resolution, whether by show of hands or on a poll.

Adjournment of general meetings

- 7.15 The Chairperson of a general meeting may at any time during the meeting adjourn the meeting or any business, motion, question, resolution, debate or discussion being considered or remaining to be considered by the meeting either to a later time at the same meeting or to an adjourned meeting at any time and place, but:
- (a) in exercising the discretion to do so, the Chairperson may, but need not, seek the approval of the Members present in person or by proxy; and

(b) only unfinished business is to be transacted at a meeting resumed after an adjournment.

7.16 Unless required by the Chairperson, a vote may not be taken or demanded by the Members present in person or by proxy in respect to any adjournment.

Notice of adjourned general meeting

7.17 It is not necessary to give any notice of an adjournment or of the business to be transacted at any adjourned meeting unless a meeting is adjourned for 1 month or more. In that case, notice of the adjourned meeting must be given as in the case of an original meeting.

Cancellation or postponement of general meeting

7.18 Where a meeting of Members (including an AGM) is convened by the Directors they may by notice, whenever they think fit, cancel the meeting or postpone the holding of the meeting to a date and time determined by them.

7.19 Clause 7.18 does not apply to a meeting convened in accordance with the Act on the request of Members or to a meeting convened by a Court.

Notice of cancellation or postponement of a general meeting

7.20 Notice of cancellation, postponement or change of place of a general meeting be given:

- (a) to each Member individually; and
- (b) to each other person entitled to be given notice of a general meeting of FDCA's Members under the Act.

Contents of notice of postponement of general meeting

7.21 A notice of postponement of a general meeting must specify:

- (a) the postponement date and time for the holding of the general meeting;
- (b) a place for the holding of the general meeting which may be either the same as or different from the place specified in the notice convening the general meeting; and
- (c) if the meeting is to be held in 2 or more places, the technology that will be used to facilitate the holding of the general meeting in that manner.

Business at postponed general meeting

7.22 The only business that may be transacted at a general meeting the holding of which is postponed is the business specified in the original notice convening the meeting.

Postal Ballots

7.23 Subject to clause 7.25 and notwithstanding any other provision, to the extent permitted by law, a resolution of the Members decided by postal ballot shall be as valid and effective as if it had been passed at a meeting of FDCA duly called and constituted.

7.24 A postal ballot may be by electronic means.

7.25 A postal ballot may not be held to:

- (a) appoint the Auditor; or
- (b) satisfy any other provision of the Act which requires a meeting to be held.

7.26 A postal ballot must be held in the following circumstances:

- (a) to elect a Member Elected Director to the Board (see clause 10.10);
- (b) when the Board, by the consent of at least 75% of those Directors who vote on a resolution at a properly convened meeting of the Board approves, to the extent permitted by law, an ordinary or a special resolution being decided by postal ballot; or

- (c) when the Members by ordinary resolution (greater than 50% vote of those present who vote at a properly convened meeting of Members) approve an ordinary or a special resolution being decided by postal ballot.

7.27 Subject to these rules, the Board must by the consent of at least 75% of those Directors who vote on a resolution at a properly convened meeting of the Board adopt Standing Orders of the Board regulating the method of conducting postal ballots including such matters as:

- (a) whether distribution of notices of the postal ballot and ballot papers shall be permitted by email or other reasonable electronic means and if so the rules relating to that distribution;
- (b) the provision to the Members of (either or both) electronic or printed copies of materials relevant to the postal ballot; and
- (c) whether votes may be cast electronically or only by the return of the printed ballot paper duly completed by the Member casting the vote in question.

Voting on show of hands

7.28 All resolutions put to the vote of a general meeting of Members, which have not already been decided by postal ballot under this Constitution, must be decided on a show of hands unless a poll is demanded in accordance with clause 7.31.

7.29 On a show of hands, every Member present in person has 1 vote.

7.30 On a show of hands, a declaration by the Chairperson that a resolution has 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 FDCA (which may be in electronic form), is conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the resolution.

Vote on a poll

7.31 A poll may be demanded in respect of a resolution at a general meeting:

- (a) by the Chairperson; or
- (b) by at least 2 Members present and entitled to vote on the resolution:
- (c) before the vote on that resolution is taken;
- (d) before the result is declared on a show of hands; or
- (e) immediately after the result is declared on a show of hands.

7.32 On a poll every Member present in person or by proxy has the number of votes allocated to that Member in accordance with this Constitution.

7.33 If a poll is duly demanded, it must be taken in the manner and, except as to the election of a Chairperson or on a question of adjournment, either at once or after an interval or adjournment or otherwise as the Chairperson directs. The result of the poll is the resolution of the meeting at which the poll is demanded.

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

Electronic communication

7.35 For the purpose of this Constitution, the contemporaneous linking together by telephone, radio, closed circuit television or other electronic means of audio or audio-visual communication or other means of communication of a number of Ordinary Members not less than the quorum, whether or not any 1 or more of them are present in person at a place designated for the meeting or is out of the Commonwealth of Australia, shall be deemed to constitute a meeting of FDCA and all the provisions in the Constitution as to meetings of the Directors shall apply to such meetings as long as the following conditions are met:

- (a) all the Members for the time being entitled to receive notice of a meeting of FDCA have been given notice of the meeting in a manner permitted by the Constitution;
- (b) each of the Members taking part in the meeting by telephone or other means of communication and the Secretary must be able to hear each of the other Members taking part at the commencement of the meeting;
- (c) at the commencement of the meeting each Member taking part in the meeting by telephone or other means of communication must acknowledge his or her presence for the purpose of a meeting of the Members of FDCA to the Chairperson and all the other Members taking part in the meeting by telephone or other means of communication;
- (d) a Member may not leave the meeting by disconnecting his or her telephone or other means of communication unless he or she has previously obtained the express consent of the Chairperson of the meeting and a Member shall be conclusively presumed to have been present and to have formed part of the quorum at all times during the meeting unless he or she has previously obtained the express consent of the Chairperson of the meeting to leave the meeting as aforesaid; and
- (e) a minute of the proceedings at such meeting by telephone or other means of communication shall 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 and by the Secretary.

8 Proxies

Proxies and Representatives of Members

- 8.1 At meetings of Members, each Ordinary Member may vote in person by its Representative (see clause 9) or by proxy.
- 8.2 A person attending as a proxy shall be deemed to have all the powers of the relevant Member, except where expressly stated to the contrary in this Constitution or the Act.

Appointment of proxies

- 8.3 A Member may appoint a person as their proxy to attend and vote in their place at a general meeting.
- 8.4 The proxy must be appointed in writing, in the form from time to time required by the Board, and signed by the Member appointing the proxy.
- 8.5 If the document appointing a proxy specifies the manner in which the proxy is to vote in respect of a particular resolution, the proxy is not entitled to vote on the resolution except in the manner specified in the document.

Verification of proxies

- 8.6 Notwithstanding any other provision, a proxy shall be deemed to be invalid unless the following provisions are fulfilled:
 - (a) each Member appointing a proxy must send or deliver to FDCA, for receipt by close of business 2 business days prior to holding the meeting or adjourned meeting at which the proxy proposes to vote, the following:
 - (i) the document appointing the proxy; and
 - (ii) if the appointment is signed by the Member's attorney, the authority under which the appointment was signed or a certified copy of that authority; and
 - (b) The required documents must be either sent or delivered to FDCA's office address, or electronic address, and marked to the attention of the relevant person, as specified for that purpose in the notice convening the meeting.

Revocation of appointment of proxy

8.7 A vote given in accordance with the terms of a proxy document or power of attorney is valid despite:

- (a) the death or unsoundness of mind of the appointor; or
- (b) the revocation of the instrument or of the authority under which the instrument was executed,

except where the Secretary has been notified in writing of such event at least 2 business days before the commencement of the meeting or adjourned meeting at which the proxy is used, in which case the proxy shall be deemed to be invalid.

9 Members' Representatives

9.1 Members that are organisations shall appoint an individual as a Representative to exercise all or any of the powers of the Member under this Constitution or the Act or otherwise at law.

9.2 The appointment may be a standing one.

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

9.4 Subject to clause 9.3, a Member may appoint more than 1 Representative but only 1 Representative may exercise the body's powers at any one time.

9.5 Unless otherwise specified in the appointment, the Representative may exercise, on the Member's behalf, all of the powers that the Member could exercise at a meeting or in voting on a resolution.

10 Board of Directors

10.1 The governance of FDCA shall be the responsibility of the Board of Directors duly elected and appointed under and in accordance with this Constitution.

10.2 The Directors may exercise all of the powers of FDCA which are not, by the Act or by this Constitution, required to be exercised by the Members in a general meeting.

Number and rotation of Directors

10.3 The number of Directors of FDCA shall be a minimum of 7 and a maximum of 11, comprising:

- (a) a minimum of 5 and a maximum of 6 Member Elected Directors, elected by the Members in accordance with this Constitution; and
- (b) a minimum of 2 and a maximum of 5 Board Appointed Directors, appointed by the Board in accordance with this Constitution.

10.4 Subject to section 201P of the Act, FDCA may, by ordinary resolution of its Members, increase or decrease the minimum or maximum number of Directors referred to in clause 10.3, (provided that the minimum must not fall below 3 as required by the Act) and may also determine in what rotation the Directors appointed as the result of any such alteration are to go out of office.

10.5 The Board shall determine from time to time how many Member Elected Directors and how many Board Appointed Directors shall be on the Board.

10.6 The election of the Member Elected Directors shall be a staggered rotational system, as described in clause 10.7.

10.7 At each AGM the Member Elected Directors who have been in office for a period of approximately 3 years since the AGM at which they were elected, shall retire from office but, if they are not then disqualified by law or by this Constitution from being re-elected, shall be eligible for re-election.

10.8 Notwithstanding anything else herein contained:

- (a) immediately following the adoption of this Constitution, the Board will appoint a Director to the Member Elected Director position which is required to be filled in order to meet the minimum number pursuant to clause 10.3(a); and
- (b) that Member Elected Director will hold office until the 2018 AGM, at which point a Member Elected Director will be elected using the process in clause 10.10 for a full new term of 3 years.

Eligibility for appointment or election as a Director

10.9 A person is only eligible for election or appointment as a Director if:

- (a) they are not an employee of FDCA or of any related entity employing staff of FDCA;
- (b) they have not then already served the Maximum Number of Consecutive Terms of Office unless a period of at least 3 years has passed since expiry of that person's last term of office as a Director;
- (i) In the case of a Member Elected Director, that person is a Member of FDCA.

Election of Member Elected Directors (Including Postal Ballot)

10.10 The election of the Member Elected Directors to take effect at each AGM shall take place in the following manner:

- (a) the Board shall appoint a person who is not a Director or a Member of FDCA to be returning officer for the election;
- (b) a postal ballot shall be held amongst the Members prior to each AGM in respect of the Member Elected Director position or positions which become vacant at the AGM;
- (c) the postal ballot shall be conducted on a first past the post basis overseen by the returning officer, but otherwise in accordance with Standing Orders of the Board from time to time promulgated by the Board;
- (d) the Board must, at least 42 days prior to the date fixed for holding the relevant AGM, give notice to the Ordinary Members:
 - (i) calling for nominations for the position or positions of Member Elected Directors which will become vacant at the AGM; and
 - (ii) providing sufficient information to enable Ordinary Members to nominate for election in accordance with this Constitution and otherwise as required by any then current and relevant Standing Orders of the Board promulgated by the Board;
- (e) nominations for election as a Member Elected Director must be in writing and signed by no fewer than 2 Voting Members and also signed by the nominee consenting to such nomination and shall be delivered to and lodged with the Secretary, together with such biographical and other details as the candidate may furnish, not less than 28 days prior to the date fixed for the holding of the relevant AGM;
- (f) only persons who are eligible for election as a Member Elected Director under this Constitution may be nominated to stand for election;
- (g) the Board must, at least 21 days prior to the date fixed for the holding of the relevant AGM send ballot papers for the election to the Ordinary Members, accompanied by a brief outline of the background and experience and any other relevant information provided to the Board in respect of each of the candidates nominated for election to a Member Elected Director position;

- (h) the Board must enable the returning officer to view and count the votes in the postal ballot and to view such other information relevant to the election as the returning officer may reasonably require; and
- (i) the Board must ensure that the postal ballot is conducted so as to ensure completion of the postal ballot at least 7 days prior to the holding of the relevant AGM.

10.11 The results of the postal election ballot, as declared by the returning officer, shall be declared at, and take effect from the close of, the relevant AGM.

10.12 If any positions for Member Elected Directors are not filled at an AGM, the position shall be declared vacant and may be filled as a casual vacancy under clause 10.18.

Appointment of Board Appointed Directors

10.13 The Board will appoint a minimum of 2 and a maximum of 5 Board Appointed Directors to serve on the Board at any one time, on the basis that they are persons whose background, skills and/or experience may be thought prudent or necessary to enhance the ability of the Board to better discharge its role and the legal duties and responsibilities of the Directors;

10.14 Each Board Appointed Director shall serve for a term for a period of 3 years, or such lesser period as the Board may determine at the time of the appointment, but shall be eligible for reappointment if they are not then disqualified by law or by this Constitution from being reappointed.

Retirement and removal from office

10.15 A Director may resign from office by giving notice in writing to FDCA of that Director's intention to resign. A notice of resignation takes effect at the time of giving the notice to FDCA or, if another time is specified in the notice, at that time.

Vacation of office

10.16 Without limiting any other provision, the office of a Director becomes vacant if required by the Act or if the Director:

- (a) was a Member Elected Director and has, since being elected to the Board, ceased to be a Member of FDCA;
- (b) dies;
- (c) becomes bankrupt;
- (d) 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;
- (e) is absent without the prior consent of the Directors from 3 consecutive meetings of the Directors and the Board resolves that the office of that Director be vacated;
- (f) becomes prohibited from being a Director by reason of an order made under the Act;
- (g) becomes an employee of FDCA; or
- (h) commits a serious breach of the code of conduct for Directors of FDCA, as defined in that code of conduct.

General right to appoint and remove Directors

10.17 The Board may act despite any vacancy in their body, but if the number falls below the minimum fixed in accordance with clause 10.3, the Board may act:

- (a) for the purpose of:
 - (i) increasing the number of Directors to the minimum; or
 - (ii) convening a general meeting; or

- (b) in emergencies,
but for no other purpose.

Casual vacancies

10.18 If there is a casual vacancy that arises in relation to a Member Elected Director:

- (a) the Board may appoint a person to fill the casual vacancy provided that the person is not disqualified from being appointed by law or by this Constitution, and satisfies the criteria for Member Elected Directors; and
- (b) that person shall then hold office for the balance of the term of the vacating Member Elected Director.

10.19 If there is a casual vacancy that arises in relation to a Board Appointed Director:

- (a) the Board may appoint a person to fill the casual vacancy provided that the person is not disqualified from being appointed by law or by this Constitution; and
- (b) that person shall then hold office for the balance of the term of the vacating Board Appointed Director.

11 Chair and Deputy Chair

11.1 At the first meeting of the Board after each AGM, or otherwise after the position of Chair or Deputy Chair has become vacant, the Board shall elect from amongst the Directors (whether Member Elected Directors or Board Appointed Directors):

- (a) a Chair; and
- (b) a Deputy Chair

11.2 A person who is elected as Chair:

- (a) shall not be eligible to be elected as Chair for more than 4 consecutive 1 year terms;
- (b) shall not, if they have already served as Chair for 4 consecutive 1 year terms, be eligible to be elected as Deputy Chair for at least 1 year after last having served as Chair; and
- (c) shall, if they have served as Chair for less than 4 consecutive 1 year terms, be eligible to be elected as Deputy Chair provided that they must not serve more than 4 consecutive 1 year terms as either Chair or Deputy Chair; and
- (d) shall, if they have already served as Chair or Deputy Chair for 4 consecutive 1 year terms, be eligible for election as Chair or Deputy Chair for a further maximum 4 consecutive years, after the expiry of a period of 1 year since they last occupied the role of either Chair or Deputy Chair.

11.3 A person who is elected as Deputy Chair:

- (a) shall not be eligible to be elected Deputy Chair for more than 4 consecutive 1 year terms;
- (b) shall not, if they have already served as Deputy Chair for 4 consecutive 1 year terms, be eligible to be elected as Chair for at least 1 year after last having served as Deputy Chair;
- (c) shall, if they have served as Deputy Chair for less than 4 consecutive 1 year terms, be eligible to be elected as Chair provided that they must not serve more than 4 consecutive 1 year terms as either Chair or Deputy Chair; and
- (d) shall, if they have already served as Chair or Deputy Chair for 4 consecutive 1 year terms, be eligible for election as Chair or Deputy Chair for a further maximum 4 consecutive years, after the expiry of a period of 1 year since they last occupied either the role of Chair or Deputy Chair.

- 11.4 The Chair or, in his/her absence, the Deputy Chair, shall preside as Chairperson at every meeting of the Board.
- 11.5 If for any reason there is not then a Chair nor a Deputy Chair, or neither of them is present within 15 minutes of the time nominated for the Board meeting to start, the Directors who are present and entitled to vote at the meeting shall select one of their number to preside as Chairperson over the meeting.
- 11.6 Subject to clause 11.2, in the event of a vacancy occurring in the position of Chair, the Deputy Chair shall assume office as acting Chair until the next meeting of the Board, at which time the Board shall elect a new Chair in accordance with clause 11.1 for the balance of the term of the vacating Chair.
- 11.7 Subject to clause 11.3, in the event of a vacancy occurring in the position of Deputy Chair, the Board at its next meeting shall appoint a Director who is not Chair to assume office as acting Deputy Chair for the balance of term of the vacating Deputy Chair.
- 11.8 If either or both the Chair and Deputy Chair is temporarily absent or temporarily unable to perform his or her duties, the Board may authorise another Director to act in the vacant position during the absence or inability of the Chair or Deputy Chair.
- 11.9 Nothing in clause 11 permits any person to simultaneously hold the position of Chair and Deputy Chair.

12 Directors' remuneration

Payment for expenses

- 12.1 Directors shall be entitled, on an equitable basis, to be paid all travelling, accommodation, and other reasonable expenses in relation to attending and returning from meetings of the Board or any of its Committee or general meetings or otherwise in the execution of their duties as Directors provided that such expenses have first been approved by the Board. For the avoidance of doubt, the costs referred to in this clause also include reimbursement of Director's reasonable out-of-pocket expenses.
- 12.2 Directors shall be entitled to be remunerated for any service rendered to FDCA in a professional or technical capacity, other than in the capacity as Director, where the provision of the service has the prior approval of the Board pursuant to clause 13.17 and where the amount payable is approved by the Board and is not more than an amount which commercially would be reasonable for the service.
- 12.3 Nothing in clause 12.2 allows a Director to simultaneously be an employee of FDCA.

13 Proceedings of Directors

Convening of Directors' meetings

- 13.1 The Board shall meet not less than 4 times per year, but otherwise as necessary to discharge their duties and functions.
- 13.2 The Chair or the Deputy Chair or any other 2 Directors may request the Secretary to convene a meeting of the Board at any time and the Secretary must comply with such request.
- 13.3 Notice of each meeting of the Directors must be given to each Director at least 48 hours before the meeting, or otherwise as determined by resolution of the Board, except in the case of a Director who is out of Australia or who has been given leave of absence from the Board.
- 13.4 A Directors' meeting may be called or held using any technology consented to by all the Directors. The consent may be a standing one. A Director may only withdraw their consent within a reasonable period before the meeting. The Directors may otherwise regulate their meetings as they think fit.

Quorum and voting at Directors' meetings

- 13.5 A quorum for the purposes of a meeting of the Board is a simple majority of the Board as then constituted.
- 13.6 Unless otherwise required by this Constitution, questions arising at a meeting of the Board must be decided in the manner from time to time determined by the Board, and in the absence of any such agreement, by a majority of votes of Directors present and voting.

Chair and Deputy Chair

- 13.7 If for any reason, within 15 minutes of the time nominated for a Board meeting to start, neither the Chair nor the Deputy Chair is present, but a quorum is present, the Directors who are present at the meeting shall select 1 of their number to act as Chairperson of the meeting until such time as the Chair or the Deputy Chair arrives, upon which they shall assume the Chair.

Chairperson's casting vote

- 13.8 The Chairperson does not have a second or casting vote at meetings of Directors in addition to a deliberative vote.

Delegation of powers to Committee

- 13.9 The Board may delegate any of their powers, except this power to delegate, to Committees consisting of such Directors and such other persons as they think fit.
- 13.10 In the exercise of any powers delegated to it, a Committee formed by the Board:
- (a) must conform to the directions of the Board; and
 - (b) otherwise shall conduct its meetings and proceedings in accordance with the provisions of this Constitution, as far as practicable, as if they were meetings and proceedings of the Board.

Validity of acts of Directors

- 13.11 All acts done by a meeting of the Board or of a Committee appointed by the Board or by a person acting as a Director or a Committee member are valid even if it is later discovered that there is a defect in the appointment of a person to be a Director or a member of the Committee or that they or any of them were disqualified or were not entitled to vote.

Minutes

- 13.12 The Board must cause minutes of all proceedings of general meetings, of meetings of the Board and of Committees formed by the Board to be entered, within 1 month after the relevant meeting is held, in books kept for the purpose (which may be in electronic form).
- 13.13 The Board must cause all minutes, except resolutions in writing treated as determinations of the Board, to be signed by the Chairperson of the meeting at which the proceedings took place or by the Chairperson of the next succeeding meeting.

Resolution in writing

- 13.14 A resolution in writing signed by all Directors, excluding Directors who have been given leave of absence, is to be treated as a determination of the Board passed at a meeting of the Board duly convened and held.
- 13.15 A resolution in writing may consist of several documents in like form, each signed by 1 or more Directors and if so signed it takes effect on the latest date on which a Director signs 1 of the documents.

13.16 In relation to a resolution in writing:

- (a) a document generated by electronic means which purports to be a facsimile of a resolution of Directors is to be treated as a resolution in writing; and
- (b) a document bearing a facsimile of a signature is to be treated as signed.

Conflict of Interest

13.17 The Board shall agree from time to time in writing on its policy for the regulation of conflicts of interest, which shall include a requirement that Directors only be engaged to provide goods or services to or on behalf of FDCA if:

- (a) that Director is for bona fide reasons considered by Board, agreed to be a suitable person to provide, such goods or services;
- (b) bona fide attempts have been made to identify others who provide the goods or services and to compare rates and service levels of such others compared with the Director's rates and service levels;
- (c) the goods or services are provided on arms-length terms;
- (d) the provision of the goods and services is disclosed clearly and expressly to the Members in the annual report of FDCA; and
- (e) the Board agrees by ordinary resolution (excluding the interested Director) to the provision of the goods or services by the Director.

13.18 Subject to any further requirements in the Act, if a Director has an interest in a contract or arrangement made by FDCA and has disclosed this interest to the Board, the Director must:

- (a) not vote on a question about a contract or proposed contract;
- (b) not be present while the question is being discussed;
- (c) still be counted in determining whether or not a quorum is present at any meeting of Directors considering that contract or arrangement or proposed contract or arrangement with FDCA;
- (d) not sign or countersign any document relating to that contract or arrangement or proposed contract or arrangement; and
- (e) not vote in respect of, or in respect of any matter arising out of, the contract or arrangement or proposed contract or arrangement.

13.19 If the Director has an interest in the contract or proposed contract and, if the Director does vote, the Director's vote must not be counted.

13.20 Despite clause 13.18, a Director is not precluded from voting in respect of any contract or proposed contract of insurance, merely because the contract insures or would insure the Director against liability incurred by the Director as an officer of FDCA.

14 Advisory Committees

14.1 The Board, or a person acting under delegation of the Board, who may include the CEO, may from time to time, and on an as needs basis, appoint Advisory Committees to deal with relevant subject matter, as and when required, in accordance with such Standing Orders of the Board and procedures promulgated by the Board.

14.2 The purpose of appointed Advisory Committees is to:

- (a) assist the Board to ensure that FDCA achieves its objects as set out in clause 2.1;
- (b) do such other things as authorised or directed by the Board from time to time.

14.3 For the avoidance of doubt, an Advisory Committee is not a Committee as referred to in clause 13.9. The Board will not delegate any powers to an Advisory Committee, and Advisory

Committees will only provide advice to the Board, which the Board has full discretion whether to adopt.

The Board shall produce Advisory Committee Terms of Reference for each Advisory Committee, within Standing Orders of the Board.

- 14.4 The Board, or a person acting under delegation of the Board, who may include the CEO, shall ensure FDCA provides adequate support and resources to appointed Advisory Committees to enable them to operate in the manner contemplated by the relevant Advisory Committee Terms of Reference, subject to any financial or other constraints on FDCA.

15 CEO

- 15.1 The Board may appoint any person, to the position of CEO, to act as chief executive officer of FDCA for the period and on the terms (including as to remuneration) the Board see fit.
- 15.2 The Board may, upon terms and conditions and with any restrictions they see fit, confer on the CEO any of the powers that the Board can exercise.
- 15.3 The Board may at any time revoke or vary an appointment of; or any of the powers conferred on, the CEO, subject to any employment contract of the CEO.
- 15.4 If the CEO becomes incapable of acting in that capacity the Directors may appoint any other person, not being a Director, to act temporarily as CEO until such time as the position can be permanently filled.

16 Secretary

- 16.1 The Directors may:
- (a) appoint, and terminate the appointment of, 1 or more Secretaries;
 - (b) determine their terms and conditions of appointment.
- 16.2 A Secretary shall be responsible to carry out all acts and deeds required by this Constitution, the Act or by law to be carried out by the Secretary of FDCA.

17 Standing Orders of the Board

- 17.1 The Board may, by resolution of the Board, make or adopt Standing Orders of the Board with respect to any matter or thing for the purposes of giving effect to any provision of this Constitution or generally for the purposes of carrying out the objects of FDCA, and may amend and repeal Standing Orders of the Board from time to time.
- 17.2 Standing Orders of the Board must be subject to this Constitution and must not be inconsistent with any provision contained in this Constitution.
- 17.3 When in force, a Standing Order of the Board shall be binding on the Members and have the same effect as this Constitution.
- 17.4 Subject to clause 17.5, the Board shall adopt such measures as it deems appropriate to bring to the notice of Members all Standing Orders of the Board, amendments and repeals.
- 17.5 The Board will provide Members with reasonable notice of any proposed changes to the Standing Order of the Board regarding the eligibility of requirements for Membership before the changes are implemented.

18 Seals and execution of documents

- 18.1 If FDCA has one, the Board must provide for the safe custody of the Seal.
- 18.2 Without limiting the way in which FDCA may execute a document, FDCA may execute a document by affixing the Seal to the document where the fixing of the Seal is witnessed by:
- (a) 2 Directors; or

(b) a Director and the Secretary.

18.3 Without limiting the way in which FDCA may execute a document, FDCA may execute a document without the use of a Seal if the document is signed by:

(a) 2 Directors;

(b) a Director and a Secretary; or

(c) the duly authorised delegate of the Board.

19 Surplus assets on winding up or dissolution

19.1 Upon the winding up or dissolution of FDCA, any remaining property after satisfaction of all debts and liabilities, will not be paid to or distributed among the Members, but will be given or transferred to some other institution or organisations which:

(a) has objects similar to the objects of FDCA; and

(b) whose constituent documents prohibit the distribution of its income and property among its members on terms substantially to the effect of clause 6.1,

as determined by the Members at or before the time of winding up or dissolution of FDCA and, in default of any determination, by the Supreme Court of New South Wales.

20 Indemnity

Costs and expenses

20.1 Every officer and past officer of FDCA is indemnified by FDCA against a liability for costs and expenses incurred by that person as an officer:

(a) in defending any proceedings, whether civil or criminal, in which judgement is given in favour of the person or in which the person is acquitted; or

(b) in connection with any application in relation to those proceedings in which the Court grants relief to the person under the Act.

Liabilities to third parties

20.2 Every officer and past officer of FDCA is indemnified against a liability incurred by that person as an officer to a person other than FDCA or a related body corporate, except a liability which arises from conduct that involves a lack of good faith.

Insurance premiums

20.3 FDCA may pay the premium on a contract insuring a person who is or has been an officer of FDCA against:

(a) a liability for costs and expenses incurred by the person in defending proceedings arising out of the person's conduct as an officer, whether civil or criminal and whatever their outcome; and

(b) other liability incurred by the person as an officer of FDCA except a liability which arises from conduct that involves a wilful breach of duty in relation to FDCA or a contravention of sections 182, 183 or 184(2) or (3) of the Act.

21 Accounts, audit and records

Accounts

21.1 The Board must cause proper accounting and other records to be kept in accordance with the Act and must comply with the requirements of the Act in respect of reporting and the provision of accounts to Members.

Audit

- 21.2 If FDCA is required to appoint an Auditor, then the Auditor must be a registered company auditor.
- 21.3 If FDCA appoints an Auditor, the remuneration of the Auditor must be fixed and the Auditor's duties regulated in accordance with the Act.

Rights of Inspection

- 21.4 Subject to the Act, the Board shall determine whether and to what extent, and at what times and places and under what conditions, the accounting records and other documents of FDCA or any of them are 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 FDCA except as provided by law or authorised by resolution of the Board.

22 Notices

Persons authorised to give notices

- 22.1 A notice given by either FDCA or a Member in connection with this Constitution may be given on behalf of FDCA or Member by a solicitor, or, in the case of FDCA, by the Secretary or a Director.
- 22.2 The signature of a person on a notice given by FDCA may be written, printed or stamped.

Method and time of giving notices

- 22.3 In addition to the method for giving notices permitted by statute, a notice by FDCA or a Member in connection with this Constitution may be given by:
- (a) delivering it to the street address of the addressee and shall be taken to have been received at the time of delivery;
 - (b) sending it by prepaid ordinary post (airmail if outside Australia) to a street or postal address of the addressee and shall be taken to have been received on the next business day (or 5th business day if sent outside Australia) after posting;
 - (c) sending it by e-mail to the e-mail address of the addressee and shall be taken to have been received when the transmission is complete; or
 - (d) sending it by means of any other technology which the Members in general meeting agree to be permissible for the purpose of giving notices.

Addresses for giving notices to Members and to FDCA

- 22.4 For the purposes of clause 22.3:
- (a) The address, email or other contact details of a Member are the last details formally notified by the Member to FDCA with a request that they be recorded in the Register or the other records of FDCA.
 - (b) The street and postal address of FDCA is the registered office of FDCA and the e-mail or other contact details are as FDCA may specify from time to time by written notice to the Members as the contact details for FDCA.

Proof of giving notices

- 22.5 The sending of a notice by e-mail and the time of completion of transmission may be proved conclusively by production of a print out of an acknowledgement of receipt of the email.

Persons entitled to notice of meeting

- 22.6 Notice of every general meeting must be given by a method authorised by this Constitution to every Member, Director and the Auditor for the time being of FDCA, if any. No other person is entitled to receive notices of general meetings.

23 Interpretation

References to law and the Constitution

23.1 A reference to:

- (a) any legislation includes any regulation or instrument made under it and where amended, re-enacted or replaced means that amended, re-enacted or replacement legislation; or
- (b) this Constitution, where amended, means this Constitution as so amended.

Replaceable Rules

23.2 This Constitution displaces the Replaceable Rules to the extent that it is inconsistent with any Replaceable Rules.

Presumptions of interpretation

23.3 Unless the context otherwise requires a word which denotes:

- (a) the singular denotes the plural and vice versa;
- (b) any gender denotes the other genders; and
- (c) a person denotes an individual and a body corporate.

23.4 Where a word or phrase is given a defined meaning any other part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning.

23.5 Headings and any table of contents must be ignored in the interpretation of this Constitution.

23.6 Unless the context otherwise requires a reference to a time of day means that time of day in the state or territory in which the principal office for the time being of FDCA is situated.

23.7 For the purposes of determining the length of a period (but not its commencement) a reference to:

- (a) a day means a period of time commencing at midnight and ending 24 hours later; and
- (b) a month means a calendar month which is a period commencing at the beginning of a day of 1 of the 12 months of the year and ending immediately before the beginning of the corresponding day of the next month or, if there is no such corresponding day, ending at the expiration of that next month.

23.8 Where a period of time is specified and is to be calculated before or after a given day, act or event it must be calculated without counting that day or the day of that act or event.

23.9 A provision of this Constitution, except that specifying the time for deposit of proxies with FDCA, which has the effect of requiring anything to be done on or by a date which is not a business day must be interpreted as if it required it to be done on or by the next business day.

23.10 A reference to a business day means a day during which banks are open for general banking business in the state or territory in which the Office is situated

23.11 A reference to any statute, whether State or Federal, includes a reference to that statute as amended from time to time, and a reference to a specific provision of a statute means, unless the context demands otherwise, a reference to the equivalent provision in any later amended version of that statute, or if the original statute has been repealed in any statute substituted in its place.

24 Dispute resolution

24.1 Where there is a dispute, grievance or other disagreement between a Member and FDCA, whether arising out of the application of this Constitution or otherwise (**Dispute**), then either must, prior to the commencement of any proceedings in a court or tribunal or before any

authority or Board, notify the other in writing of the nature of the Dispute, and the following must occur:

- (a) the Member and FDCA must in the period fourteen days from the service of the notice of the Dispute (**Initial Period**) use their best endeavours to resolve the Dispute;
- (b) if FDCA and the Member are unable to resolve the Dispute within the Initial Period, then the Dispute must be referred for mediation to a mediator agreed by the Member and FDCA;
- (c) if the disputants are unable to agree on a mediator within seven days of the Initial Period, the Member or FDCA may request that the President of LEADR – Association of Dispute Resolvers (or if this organisation ceases to exist, a similar body) to nominate a mediator to whom the Dispute will be referred;
- (d) the costs of the mediation will be shared equally between the Member and FDCA;
- (e) where:
 - (i) the party receiving the notice of the Dispute fails to attend the mediation required by clause (b), or
 - (ii) the mediation has not occurred within six weeks of the date of the notice of the Dispute, or
 - (iii) the mediation fails to resolve the Dispute,

then the party serving the notice of Dispute will be entitled to commence any proceedings in a court or tribunal or before any authority or Board in respect of the Dispute.

24.2 The procedure in this clause will not apply in respect of proceedings for urgent or interlocutory relief.

25 Definitions

25.1 In this Constitution, except where the context requires otherwise:

Act means the Corporations Act 2001 (Cth).

Advisory Committee means an advisory committee established in accordance with clause 14.

Advisory Committee Terms of Reference means, in relation to an Advisory Committee, the document of that title referred to in clause 14.3.

AGM means an annual general meeting of the Members of FDCA and, where the content requires, means the specific annual general meeting in the context.

Associate means a person or an organisation admitted as an Associate of FDCA in accordance with clause 3.4 of this Constitution.

Auditor means the auditor of FDCA, if any.

Board means the Board of Directors of FDCA.

Board Appointed Director means a Director who is appointed to the Board by the Board in accordance with clause 10.12.

CEO means the chief executive officer, referred to in clause 15.

Chair means the chair of the Board, elected from time to time in accordance with this Constitution, as set out in clause 11.1.

Chairperson means the person holding that office under this Constitution and includes any assistant or acting chairperson.

Committee means a committee established in accordance with clause 13.9.

Constitution means this constitution, as amended or supplemented from time to time.

Deputy Chair means the deputy chair of the Board, elected from time to time in accordance with this Constitution, as set out in clause 11.1.

Director means a person elected or appointed in accordance with this Constitution to perform the duties of a director of FDCA and, unless the context requires otherwise, the expression **Directors** should be read as a reference to the Elected Directors and the Board Appointed Directors collectively.

Education and Care Services National Law means the education and care services national law set as Schedule 1 to the *Education and Care Services National Law Act 2010 (Vic)*.

Educator means a person who is registered with a family day care service.

FDCA means Family Day Care Australia Limited ACN 094 436 021.

Individual Member means a Member referred to in clause 3.3(a).

Maximum Number of Consecutive Terms of Office in relation to a Director means 3 terms of 3 years each, or otherwise a total of 9 consecutive years.

Member means a person or an organisation admitted as an Ordinary Member of FDCA in accordance with clause 3.2 of this Constitution, and **Membership** has the corresponding meaning.

Member Elected Director means a Director who is elected to the Board in accordance with clause 10.10.

Ordinary Member means a Member in the Membership class referred to in clause 3.1.

Organisation Member means a Member referred to in clause 3.3(c).

Parent means a person who is a parent or guardian of a child who is registered with a family day care service.

Register means the register of Members kept by FDCA under the Act.

Replaceable Rules means the replaceable rules applicable to a public company limited by guarantee, set out in the Act.

Representative means, in relation to a Member, the representative of the Member appointed under clause 9.

Seal means, if FDCA has one, the common seal of FDCA, if any.

Secretary means a person appointed to perform the duties of a Secretary of FDCA.

Service has the meaning given to the term 'family day care service' in the Education and Care Services National Law.

Service Member means a Member referred to in clause 3.3(b).

Standing Orders of the Board means the standing orders of the Board adopted and amended by the Board from time to time in accordance with clause 17.

Voting Member means a Member who is eligible to enjoy the rights and privileges of a Member under clause 3.8.