

Constitution

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Constitution

WORLD POWERLIFTING LTD ACN 626 225 321

1. NAME

The name of the company is World Powerlifting Ltd (**Company**).

2. DEFINITIONS AND INTERPRETATION

2.1 Definitions

In this Constitution unless the context requires otherwise:

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

AGM or **Annual General Meeting** means the annual General Meeting of the Company required to be held by the Company in each calendar year under the Act.

Appointed Director means a Director appointed under clause 36.

Board means the body consisting of the Directors under clause 33.

CEO means a person (if any) appointed under clause 49. If a chief executive officer has not been appointed by the Board, all references to "CEO" in this Constitution will be taken to refer to the Board.

Chair means the chair for the time being of the Company.

Constitution means this Constitution of the Company.

Director means a member of the Board and includes the Elected Directors, Appointed Directors and those in office under clause 59.

Elected Director means a Director elected under clause 35.

Financial Year means the year ending 30 June in each year.

General Meeting means a general meeting of Members and includes the AGM.

Intellectual Property means all rights subsisting in copyright, business names, names, trade marks (or signs), logos, designs, equipment including computer software, images (including photographs, videos or films) or service marks relating to the Company or any activity of or conducted, promoted or administered by the Company.

Member means a member for the time being of the Company under clause 9.

National Member means any national Powerlifting organisation that is accepted as a National Member in accordance with clause 10.

Objects mean the objects of the Company in clause 3.

Powerlifting comprises the squat, bench press and deadlift in combination or singly as tests of strength performance.

Regional Member means any regional Powerlifting organisation that is accepted as a Regional Member in accordance with clause 10.

Regulations mean any regulations made by the Board under clause 57.1.

Secretary means a person appointed as a company secretary of the Company by the Board under clause 51.

Special General Meeting means a General Meeting other than an AGM.

Special Resolution has the same meaning as that given to it by the Act.

2.2 Interpretation

In this Constitution unless the context requires otherwise:

- (a) (presence of a Member) a reference to a Member present at a General Meeting means the Member present in person or by proxy or Representative;
- (b) (document) a reference to a document or instrument includes any amendments made to it from time to time and, unless the contrary intention appears, includes a replacement;
- (c) (gender) words importing any gender include all other genders;
- (d) (person) the word person includes a firm, a body corporate, a partnership, a joint venture, an unincorporated body or association or an authority;
- (e) (successors) a reference to an organisation includes a reference to its successors;
- (f) (singular includes plural) the singular includes the plural and vice versa;
- (g) (instruments) a reference to a law includes regulations and instruments made under it;
- (h) (amendments to legislation) a reference to a law or a provision of a law includes amendments, re-enactments or replacements of that law or the provision, whether by a State or the Commonwealth or otherwise;
- (i) (include) the words include, includes, including and for example are not to be interpreted as words of limitation;
- (j) (signed) where, by a provision of this Constitution, a document including a notice is required to be signed, that requirement may be satisfied in relation to an electronic communication of the document in any manner permitted by law or by any State or Commonwealth law relating to electronic transmissions or in any other manner approved by the Directors;
- (k) (writing) writing and written includes printing, typing and other modes of reproducing words in a visible form including, without limitation, any representation of words in a physical document or in an electronic communication or form or otherwise; and
- (l) (headings) headings are inserted for convenience and do not affect the interpretation of this Constitution.

2.3 The Act

- (a) In this Constitution, unless the context requires otherwise, an expression has, in a provision of this Constitution that deals with a matter dealt with by a particular provision of the Act, the same meaning as in that provision of the Act.
- (b) The provisions of the Act that apply as replaceable rules are displaced by this Constitution and accordingly do not apply to the Company.

3. OBJECTS

The Company is established solely to:

- (a) regulate, encourage, administer, promote, advance and manage Powerlifting as a sport and means of physical improvement throughout the world;
- (b) unite all eligible clubs, national and regional organisations or other groups active in Powerlifting throughout the world;
- (c) develop standardised competitive rules for Powerlifting;
- (d) maintain a system for recognising and approving records within Powerlifting;
- (e) establish administrative and technical committees to assist with the achievement of these Objects;
- (f) establish, define and enforce rules for the governing of Powerlifting internationally;
- (g) promote, support and encourage doping-free Powerlifting;
- (h) promote, support and encourage Powerlifting conducted without apparel or equipment that provides rebound or otherwise artificially aids performance;
- (i) produce and distribute official publications regarding Powerlifting;
- (j) promote, sanction and supervise international development programs and competitions for Powerlifting, including world championships and regional championships;
- (k) maintain an assembly of bona fide international representatives;
- (l) strive for and maintain recognition by, and affiliation with, applicable international and national sporting bodies and federations;
- (m) seek the inclusion of Powerlifting in applicable world and national sporting events;
- (n) work towards achieving gender equity in Powerlifting throughout the world;
- (o) pursue through itself or other such entity commercial arrangements, including sponsorship and marketing, opportunities as are appropriate to further these Objects;

- (p) do all that is reasonably necessary to enable these Objects to be achieved and to enable the Members to receive the benefits which these Objects are intended to achieve;
- (q) have regard to the public interest in its operations; and
- (r) undertake and or do all such things or activities as are necessary, incidental or conducive to the advancement of these Objects.

4. POWERS

Solely for furthering the Objects under clause 3, the Company, in addition to any other powers it has under the Act, has the legal capacity and powers of a company limited by guarantee as set out under section 124 of the Act.

5. INCOME AND PROPERTY OF COMPANY

5.1 Sole purpose

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

5.2 Payments to Members

No income or property will be paid or transferred directly or indirectly to any Member except for payments to a Member:

- (a) for any services actually rendered to the Company whether as an employee or otherwise;
- (b) for goods supplied to the Company in the ordinary and usual course of business;
- (c) of interest on money borrowed from any Member;
- (d) of rent for premises demised or let by any Member to the Company; or
- (e) for any out-of-pocket expenses incurred by the Member on behalf of the Company,

provided that any such payment shall not exceed the amount ordinarily payable between ordinary commercial parties dealing at arm's length in a similar transaction.

6. ADDITION, ALTERATION OR AMENDMENT

No addition, alteration or amendment shall be made to this Constitution unless it has been approved by Special Resolution.

7. LIABILITY OF MEMBERS

7.1 Liability

The liability of the Members of the Company is limited.

7.2 Members' contributions

Every Member undertakes to contribute to the assets of the Company if it is wound up while they a Member, or within one year after ceasing to be a Member for payment of the debts and liabilities of the Company contracted before the time at which they cease to be a Member, and the costs, charges and expenses of winding up and for an adjustment of the rights of contributors among themselves, such amount as may be required not exceeding 1 Australian dollar (AUD1.00).

8. DISTRIBUTION OF PROPERTY ON WINDING UP

- (a) If upon winding up or dissolution of the Company there remains after satisfaction of all its debts and liabilities any assets or property, the same shall not be paid to or distributed amongst the Members but shall be paid to or distributed to an organisation or organisations having objects similar to the Objects and which prohibits the distribution of its or their income and property among its or their members to an extent at least as great as is imposed on the Company by clause 5.
- (b) Such organisation will be determined by the Regional Members at or before the time of dissolution, and in default thereof by such judge of the Supreme Court of Victoria, Australia as may have or acquire jurisdiction in the matter.

9. MEMBERS

- (a) Membership of the Company shall comprise:
 - (i) Regional Members, which subject to this Constitution shall have the right to receive notice of, attend and vote at General Meetings through their representative;
 - (ii) National Members, which subject to this Constitution shall have the right to receive notice of, attend and debate, through their representative, but not vote at General Meetings; and
 - (iii) such other category of Member as may be created by the Board from time to time. Any category of Member created by the Board under this clause 9(a)(iii) may not be granted voting rights.
- (b) The Board may develop and implement Regulations which set out the membership criteria to be met by Members or categories of Members, and the privileges and benefits of membership in addition to those set out in this Constitution.

10. ADMISSION OF MEMBERS

A person or organisation will become a Member, and the Board will direct the Secretary to record their name, address, email address and date on which they became a Member, in the register of Members kept by the Company, only upon meeting the criteria applicable to the relevant category of Membership set out in this Constitution and provided:

- (a) the Board accepts the application in accordance with clause 11; and
- (b) the Member has submitted an application, which is accepted by the Board, in which the Member undertakes to:

- (i) be bound by this Constitution and the Regulations (including Regulations specific to the relevant category of Membership);
- (ii) pay the fees and subscriptions determined to apply to the Member under clause 13; and
- (iii) support the Company in the encouragement and promotion of the Objects.

11. ACCEPTANCE OR REJECTION OF MEMBERS

11.1 Discretion to accept or reject

- (a) No organisation shall be registered with the Company as a Member except in accordance with this clause 11.
- (b) The Board may in its absolute discretion accept or reject an organisation as a Member, and shall not be required or compelled to provide any reason for such rejection.
- (c) The Board may accept or reject an application for membership, irrespective of whether:
 - (i) the applicant is a new applicant making an application under clause 10, or any expiring Member reapplying under clause 11.2; or
 - (ii) the applicant has complied with the requirements of this Constitution or not.
- (d) Where the Board rejects an application the Company shall refund any fees forwarded with the application and the application shall be deemed rejected.

11.2 Renewal of membership

- (a) Membership of the Company expires annually at the end of the Financial Year.
- (b) Members must reapply for membership of the Company each Financial Year in accordance with the procedures set down by the Board from time to time.
- (c) The Board may accept or reject a reapplication for membership in accordance with clause 11.1(c).
- (d) Upon reapplication a Member must provide details of any change in its details, and any other information reasonably required by the Board.
- (e) There is no right of appeal where the Board rejects an application for membership; whether a new application or a renewal application.

12. EFFECT OF MEMBERSHIP

- (a) Members acknowledge and agree that:
 - (i) the Constitution constitutes a contract between each of them and the Company and that they are bound by the Constitution and the Regulations;

- (ii) they shall comply with and observe the Constitution, any Regulations and any determination or resolution of the Board;
 - (iii) by submitting to the Constitution they are subject to the jurisdiction of the Company;
 - (iv) the Constitution is made in the pursuit of a common object, namely the mutual and collective benefit of the Company, the Members and Powerlifting;
 - (v) the Constitution and Regulations are necessary and reasonable for promoting the Objects and particularly the advancement and protection of Powerlifting; and
 - (vi) they are entitled to all benefits, advantages, privileges and services of Company membership.
- (b) Notwithstanding clause 15, where a Member fails to comply with its financial or other obligations under this Constitution or any Regulations, the Board may determine that Member to be not of good standing.
- (c) On determination that a Member is not of good standing, the Board may give notice to the Member of it's:
- (i) determination; and
 - (ii) the grounds for the determination, and
- request that the Member show cause within such time as is determined by the Board as to why further action should not be taken against the Member in accordance with this Constitution or the Regulations.
- (d) A Member's failure to respond or act to the Board's satisfaction (including assurances or compliance with its obligations) may result in the Board suspending the Member's membership of the Company or otherwise imposing such conditions on its membership, as the Board considers fit.

13. SUBSCRIPTION AND FEES

- (a) The annual subscription (if any) and fees payable by Members to the Company, the time for and manner of payment shall be as determined by the Board from time to time.
- (b) Members whose subscriptions and/or fees have not been paid and received by the time set by the Board in any year shall not be entitled to receive any of the benefits, advantages, privileges or services of Company membership unless otherwise approved in writing by the Board.

14. DISCONTINUANCE OF MEMBERSHIP

- (a) A Member having paid all arrears of subscriptions and fees payable by it to the Company (if any), may withdraw from membership by giving notice in writing of such withdrawal to the Company. Membership will cease upon notification of receipt by the Company to the withdrawing Member.
- (b) A Member, which ceases to be a Member, shall forfeit all right in and claim upon the Company and its property including Intellectual Property.

15. DISCIPLINE OF MEMBERS

- (a) The Board in its sole discretion may refer for investigation or determination either under procedures set down in Regulations or by such other procedure or persons as the Board considers appropriate, an allegation (which in the opinion of the Board is not vexatious, trifling or frivolous) by a complainant (including but not only a Director or a Member) that a Member has:
 - (i) breached, failed, refused or neglected to comply with a provision of this Constitution, any Regulations or any other resolution or determination of Board; or
 - (ii) acted in a manner unbecoming of a Member or prejudicial to the Objects and interests of the Company and/or Powerlifting; or
 - (iii) prejudiced the Company or Powerlifting or brought the Company or Powerlifting into disrepute.
- (b) All Members (in this clause "**defendant**") will be subject to, and submit unreservedly to, the jurisdiction, procedures, penalties and appeal mechanisms of the Company whether under Regulations or otherwise under this Constitution.
- (c) During investigatory or disciplinary proceedings ("**proceedings**") under this clause 15, a defendant may continue to participate in Powerlifting, pending the determination of the proceedings (including any available appeal) unless the Board decides such continued participation is inappropriate having regard to the matter at hand.

16. ANNUAL GENERAL MEETING

An AGM of the Company shall be held in accordance with the provisions of the Act and this Constitution and on a date and at a time and venue to be determined by the Board.

17. SPECIAL GENERAL MEETINGS

All General Meetings other than the AGM shall be Special General Meetings and shall be held in accordance with this Constitution.

18. NOTICE OF GENERAL MEETINGS

- (a) Notice of every General Meeting shall be given to Members either at the address appearing in the register kept by the Company or by such other means as may be determined by the Board from time to time. No other person shall be entitled as of right to receive notices of General Meetings.
- (b) Notice of General Meeting shall be given at least 21 days prior to the General Meeting and shall specify the venue, day and time of the General Meeting.
- (c) The agenda for the General Meeting stating the business to be transacted at the General Meeting shall be given at least 21 days prior to the General Meeting, together with any notice of motion received from any Member.

19. ENTITLEMENT TO ATTEND GENERAL MEETING

No Member shall be represented at, or take part in a General Meeting, unless all monies then due and payable to the Company are paid.

20. BUSINESS OF GENERAL MEETINGS

- (a) The business to be transacted at the AGM includes the consideration of accounts, reports of the Board (including in relation to the activities of the Company during the last preceding Financial Year) and auditors and the election of Directors.
- (b) All business that is transacted at a General Meeting, and also all that is transacted at the Annual General Meeting, with the exception of those matters set out in clause 20(a) shall be special business. "**Special business**" includes business of which a notice of motion has been submitted in accordance with clause 22.

21. BUSINESS TO BE TRANSACTED

No business other than that stated on the notice shall be transacted at that meeting.

22. NOTICES OF MOTION

A Member may submit a notice of motion in accordance with the Act. All notices of motion for inclusion as special business at a General Meeting must be submitted in writing (in the prescribed form) to the CEO not less than 45 days (excluding receiving date and meeting date) prior to the General Meeting.

23. SPECIAL GENERAL MEETINGS MAY BE HELD

The Board may, whenever it thinks fit, convene a Special General Meeting and, where, but for this clause more than 15 months would elapse between Annual General Meetings, shall convene a Special General Meeting before the expiration of that period.

24. REQUISITION OF SPECIAL GENERAL MEETINGS

- (a) The Board shall on the requisition in writing of a majority of the Regional Members convene a Special General Meeting.
- (b) The requisition for a Special General Meeting shall:
 - (i) state the object(s) of the meeting;
 - (ii) be signed or approved by the Members making the requisition; and
 - (iii) be sent to the Company.
- (c) The requisition may consist of several documents in a like form, each signed by one or more of the Members making the requisition.
- (d) If the Board does not cause a Special General Meeting to be held within three months after the date on which the requisition is sent to the Company, the Members making the requisition, or any of them, may convene a Special General Meeting to be held not later than three months after that date.

- (e) A Special General Meeting convened by Members under this Constitution shall be convened in the same manner, or as nearly as possible as that, in which meetings are convened by the Board.

25. PROCEEDINGS AT GENERAL MEETINGS

- (a) No business shall be transacted at any General Meeting unless a quorum is present at the time when the meeting proceeds to business. A quorum for General Meetings of the Company shall be at least 2/3rds of the Regional Members present in person, excluding proxies.
- (b) The Chair shall, subject to this Constitution, preside as chair at every General Meeting of the Company. If the Chair is not present, or is unwilling or unable to preside, the Directors shall choose one of their number present who shall, subject to this Constitution, preside as chair for that meeting only.
- (c) If within half an hour from the time appointed for the General Meeting a quorum is not present the meeting shall be adjourned to such other day and at such other time and place as the chair may determine. If at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting the meeting will lapse.
- (d) The chair may, with the consent of any General Meeting at which a quorum is present, and shall, if so directed by the meeting, adjourn the meeting from time to time and from place to place but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.
- (e) When a General Meeting is adjourned for 30 days or more, notice of the adjourned meeting shall be given as in the case of an original meeting.
- (f) Except as provided in clause 25(e), it shall not be necessary to give any notice of an adjournment or the business to be transacted at any adjourned meeting.

26. VOTING PROCEDURE

At any General Meeting a resolution put to the vote of the meeting shall be decided on a show of hands, unless a poll (before or on the declaration of the result of the show of hands) is demanded by:

- (a) the chair; or
- (b) a majority of the Regional Members.

27. RECORDING OF DETERMINATIONS

Unless a poll is demanded under clause 26, a declaration by the chair 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 shall be conclusive evidence of the fact without proof of the number of the votes recorded in favour of or against the resolution.

28. WHERE POLL DEMANDED

If a poll is duly demanded under clause 26 it shall be taken in such manner and either at once or after an interval or adjournment or otherwise as the chair directs. The result of the poll shall be the resolution of the meeting at which the poll was demanded.

29. RESOLUTIONS AT GENERAL MEETINGS

- (a) Except where a Special Resolution is required, all questions at General Meetings shall be determined by a majority of votes (as set out in clause 31).
- (b) Except as otherwise provided in this Constitution, in the case of an equality of votes on a question at a General Meeting, the chair is not entitled to a casting vote and the motion will be deemed lost.

30. MINUTES

The CEO shall ensure that minutes of the resolutions and proceedings of each General Meeting are kept in books provided for that purpose, together with a record of the names of persons present at all meetings.

31. VOTING AT GENERAL MEETINGS

- (a) Each Regional Member shall, subject to this Constitution, be entitled to one vote at General Meetings.
- (b) No other Members are entitled to vote at General Meetings.

32. PROXY VOTING

- (a) Proxy voting shall be permitted at all General Meetings provided a proxy form in the form prescribed by the Board from time to time has been duly completed and executed and lodged with the CEO at or before the commencement of the meeting.
- (b) Proxies shall only be exercised by Members entitled to vote. No Member entitled to vote shall exercise more than one proxy vote at any one time.
- (c) The instrument appointing a proxy shall be deemed to confer authority to demand or join in demanding a poll. A Member shall be entitled to instruct his proxy to vote in favour of or against any proposed resolutions. Unless otherwise instructed the proxy may exercise the proxy vote as he thinks fit.
- (d) Should an issue arise between General Meetings which requires a decision or ratification by Members the Board may call a postal vote in such manner as it considers necessary.

33. RESOLUTIONS NOT IN GENERAL MEETING

- (a) If all Members entitled to vote at a General Meeting sign a document containing a statement that they are in favour of a resolution in terms set out in the document, a resolution in those terms is deemed to have been passed at a General Meeting of the Company held at the time on which the document was signed by the last Member entitled to vote.

- (b) For the purposes of clause 33(a), two or more separate documents containing statements in identical terms, each of which is signed by one or more Members entitled to vote, are deemed together to constitute one document containing a statement in those terms signed by those Members on the respective days on which they signed the separate documents.
- (c) An electronic transmission or other form of visible or other electronic communication under the name of, and authorised by, a Member is deemed to be a document in writing signed by that Member for the purpose of this clause.

34. THE BOARD

- (a) The Board will comprise not less than five and not more than nine Directors as follows:
 - (i) six Elected Directors elected under clause 35; and
 - (ii) up to three Appointed Directors appointed under clause 36.
- (b) The Board will annually appoint a Chair and deputy-chair from amongst their number at the first Board meeting following the AGM.
- (c) The Chair and deputy-chair will each hold office for a term of one year but may be re-appointed, subject to remaining a Director.

35. ELECTION OF DIRECTORS AND TERM OF OFFICE

- (a) Nominations of candidates for election as an Elected Director shall be in such form as the Board prescribes from time to time.
- (b) Qualifications of candidates for election as an Elected Director shall be as determined by the Board from time to time.
- (c) Subject to clause 31, elections of Elected Directors shall be conducted at the AGM in such manner as is prescribed by the Board.
- (d) All Elected Directors shall hold office for a three year term, expiring at the conclusion of the third AGM following their election.
- (e) All Elected Directors upon the expiration of their respective terms of office are eligible for re-election.
- (f) At an AGM at which an Elected Director retires, there will be a vote of the Regional Members conducted in accordance with clause 35(c) to fill the vacancy or vacancies by electing someone to that office.
- (g) In every three year period, two Elected Directors shall retire each year until after three years all six Elected Directors have retired, after which those Elected Directors elected to the vacancies after the first year shall retire and so on.

36. APPOINTED DIRECTORS

- (a) In addition to the Elected Directors, the Directors may themselves appoint up to three persons to be Appointed Directors.

- (b) An Appointed Director holds office for a term determined by the Directors not to exceed three years and the appointment will be on such other terms as the Directors determine.
- (c) Subject to this Constitution, the Directors may at any time appoint a person to fill a casual vacancy (as defined in clause 38) in the rank of the Appointed Directors on whatever terms the Directors decide.
- (d) An Appointed Director does not need to be a Member of the Company, or be affiliated with a Member.

37. REMUNERATION OF DIRECTORS

- (a) Subject to this Constitution, the Directors are not entitled to be paid remuneration.
- (b) The Directors may be paid travelling and other expenses that they properly incur in:
 - (i) attending Board meetings or any meetings of committees of the Board; and
 - (ii) attending any General Meetings; and
 - (iii) connection with the Company' business, if previously approved by the Board.

38. VACATION OF OFFICE OF DIRECTOR

- (a) The office of a Director is automatically vacated if the Director:
 - (i) becomes bankrupt in one or both Australia or their country of usual residence; or
 - (ii) 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; or
 - (iii) resigns office by written notice to the Company; or
 - (iv) becomes prohibited from being a director by virtue of the Act; or
 - (v) becomes prohibited from being a director of a company by virtue of any legislation in force in their country of usual residence;
 - (vi) accepts remuneration, payment or other benefits other than in accordance with this Constitution; or
 - (vii) is directly or indirectly interested in any contract or proposed contract with the Company and fails to declare the nature of the interest in the manner required by this Constitution; or
 - (viii) is removed by resolution in General Meeting in accordance with the Act; or
 - (ix) dies.

- (b) In the event of a vacancy in the office of a Director under clause 38(a), the Board may appoint, or cause the appointment of a new Director, to fill the casual vacancy, to the exclusion of the General Meeting. Such new Director will hold office for the balance of the term of the Director who has vacated the Board.
- (c) In the event of a vacancy or vacancies in the office of Directors, the remaining Directors may act but, if the number of remaining Directors is not sufficient to constitute a quorum at a Board meeting, they may act only for the purpose of ensuring the number of Directors are a number sufficient to constitute a quorum. Vacancies will be filled in accordance with this Constitution.

39. GENERAL POWERS OF THE BOARD

- (a) The business of the Company is to be managed by or under direction of the Board.
- (b) The Board may exercise all of the powers of the Company except any powers that the Act or this Constitution requires to be exercised in General Meeting.
- (c) The Board may exercise all the powers of the Company in relation to any official seal.
- (d) Any two Directors may sign, draw, accept, endorse or otherwise execute a negotiable instrument. This provision is subject to the Board determining that a negotiable instrument may be signed, drawn, accepted, endorsed or otherwise executed in a different way.

40. MINUTES

- (a) The Board will cause minute books to be kept in which the Company records:
 - (i) proceedings and resolutions of General Meetings and other meetings of Members; and
 - (ii) proceedings and resolutions of Board meetings (including meetings of a committee of the Board); and
 - (iii) resolutions passed by Members without a meeting; and
 - (iv) resolutions passed by the Board without a meeting.
- (b) The Board must ensure that minutes of a meeting are signed within a reasonable time after the meeting by the chair of the meeting or the chair of the next meeting. The Board must ensure that minutes of the passing of a resolution without a meeting are signed by a Director within a reasonable time after the resolution was passed.

41. REGISTERS

The Board will cause the following company registers to be kept:

- (a) a register of Members; and
- (b) where debentures are issued, a register of debenture holders.

42. HOLDING BOARD MEETINGS

- (a) The Board may meet for the despatch of business, adjourn and otherwise regulate its meetings as it thinks fit.
- (b) A Director may at any time, and the CEO will on the request of a Director, call a meeting of the Board by reasonable notice individually to each Director.

43. DIRECTORS' INTERESTS

43.1 Disclosure of interests

- (a) The nature of any interest of a Director must be declared by the Director at the meeting of the Board at which the contract or arrangement in which the interest may arise is first taken into consideration if the interest then exists or in any other case at the first meeting of the Board after the acquisition of the interest.
- (b) If a Director becomes interested in a contract or arrangement after it is made or entered into the declaration of the interest must be made at the first meeting of the Board held after the director becomes so interested.

43.2 General disclosure

- (a) A general notice that a Director is a member of any specified firm or company and is to be regarded as interested in all transactions with that firm or company is sufficient declaration under clause 43.1 as regards such Director and the said transactions.
- (b) After such general notice it is not necessary for such director to give a special notice relating to any particular transaction with that firm or company.

43.3 Recording disclosures

It is the duty of the Secretary to record in the minutes any declaration made or any general notice given by a director under clause 43.

43.4 Interested director may not vote

A Director, notwithstanding the interest, may be counted in the quorum present at any meeting but cannot vote in respect of any contract or arrangement in which the director is interested. If he or she does so vote his or her vote shall not be counted.

44. QUORUM

Unless the Board determines otherwise, the quorum for a Board meeting is four Directors. The quorum must be present at all times during the meeting.

45. CHAIR OF BOARD MEETINGS

The Chair will chair Board meetings. If the Chair is not available within 15 minutes after the time appointed for holding the meeting or declines to act for the meeting or part of the meeting then the deputy-chair will preside as chair. If the deputy-chair is not present or declines to act the Board must elect a Director present to chair the meeting or part of it.

46. VOTES AT BOARD MEETINGS

- (a) Each Director shall have one vote at Board meetings.
- (b) A resolution of the Board must be passed by a majority of votes of the Directors entitled to vote on the resolution.
- (c) In the case of an equality of votes the chair may not exercise a casting vote.

47. VALIDITY OF ACTS OF DIRECTORS

All acts done by any meeting of the Board or of a committee or by any person acting as a Director are, notwithstanding that it is afterwards discovered that there was some defect in the appointment of any such Director or person acting as aforesaid, or that they or any of them were disqualified, be as valid as if every such person had been duly appointed and was qualified to be a Director.

48. WRITTEN RESOLUTIONS

- (a) The Board may pass a resolution without a Board meeting being held if a majority of the Directors entitled to vote on the resolution sign a document containing a statement that they are in favour of the resolution set out in the document.
- (b) Separate documents may be used for signing by Directors if the wording of the resolution and statement is identical in each copy.
- (c) An electronic transmission or other form of visible or other electronic communication under the name of, and authorised by, a Director is deemed to be a document in writing signed by that Director for the purpose of this clause.
- (d) The resolution is passed when a majority of the Directors in favour of the resolution sign the document and return their respective signed copies to the CEO.

49. TELECOMMUNICATION MEETINGS OF THE COMPANY

49.1 Telecommunication meeting

- (a) A General Meeting or a Board meeting may be held by means of a telecommunication meeting provided that:
 - (i) the number of Members or Directors (as applicable) participating is not less than a quorum required for a General Meeting or Board meeting (as applicable); and
 - (ii) the meeting is convened and held in accordance with the Act.
- (b) All provisions of this Constitution relating to a meeting apply to a telecommunication meeting in so far as they are not inconsistent with the provisions of this clause 49.

49.2 Conduct of telecommunication meeting

The following provisions apply to a telecommunication meeting of the Company:

- (a) all persons participating in the meeting must be linked by telephone, audio-visual or other instantaneous means for the purpose of the meeting;
- (b) each of the persons taking part in the meeting must be able to hear and be heard by each of the other persons taking part at the commencement of the meeting and each person so taking part is deemed for the purposes of this Constitution to be present at the meeting;
- (c) at the commencement of the meeting each person must announce his or her presence to all other persons taking part in the meeting;
- (d) a person may not leave a telecommunication meeting by disconnecting his or her telephone, audio-visual or other communication equipment unless that person has previously notified the chair;
- (e) a person may conclusively be presumed to have been present and to have formed part of a quorum at all times during a telecommunication meeting unless that person has previously notified the chair of leaving the meeting; and
- (f) a minute of proceedings of a telecommunication meeting is sufficient evidence of the proceedings and of the observance of all necessary formalities if the minute is certified to be a correct minute by the chair.

50. CEO

50.1 Appointment of CEO

The Board may appoint a CEO.

50.2 Powers, duties and authorities of CEO

- (a) If appointed the CEO holds office on the terms and conditions (including any remuneration) and with the powers, duties and authorities, determined by the Board.
- (b) The exercise of those powers and authorities, and the performance of those duties, by the CEO is subject at all times to the control of the Board.

50.3 Suspension and removal of CEO

Subject to the terms and conditions of the appointment, the Board may suspend or remove the CEO from that office.

50.4 Delegation by Board to CEO

The Board may delegate to the CEO the power (subject to such reservations on the power as is decided by the Board) to conduct the day-to-day management and control of the business and affairs of the Company. The delegation will include the power and responsibility to:

- (a) develop business plans, budgets, strategies, policies, processes and codes of conduct for consideration by the Board and to implement them to the extent approved by the Board;
- (b) manage the financial and other reporting mechanisms of the Company;

- (c) approve and incur expenditure subject to specified expenditure limits;
- (d) sub-delegate his or her powers and responsibilities to employees or internal management committees of the Company; and
- (e) any other powers and responsibilities which the Board considers appropriate to delegate to the CEO.

50.5 CEO to attend meetings

If appointed the CEO is entitled, subject to a determination otherwise by the Board, to attend all meetings of the Company, all meetings of the Board and any committees and may speak on any matter, but does not have a vote.

51. SECRETARY

- (a) There must be at least one Secretary who is to be appointed by the Board.
- (b) The Board may suspend or remove a Secretary from that office.
- (c) A Secretary holds office on the terms and conditions (including as to remuneration) and with the powers, duties and authorities, delegated to them by the Board.

52. COMMITTEES

52.1 Committees

The Board may delegate any of its powers to committees consisting of those persons they think fit (including Directors, individuals and consultants), and may vary or revoke any delegation.

52.2 Powers delegated to committees

- (a) A committee must exercise the powers delegated to it according to the terms of the delegation and any directions of the Board.
- (b) Powers delegated to and exercised by a committee are taken to have been exercised by the Board.

52.3 Committee meetings

Unless otherwise determined by the Board, committee meetings are governed by the provisions of this Constitution dealing with Board meetings, as far as they are capable of application.

53. COMMON SEAL

- (a) If the Company has a common seal it shall:
 - (i) be kept in the custody of the CEO; and
 - (ii) not be affixed to any instrument except by the authority of the Board and the affixing of the common seal shall be attested by the signatures of two Directors.

- (b) A Director may not sign a document to which the seal of the Company is fixed where the Director is interested in the contract or arrangement to which the document relates.

54. INSPECTION OF RECORDS

A Member does not have the right to inspect any document of the Company (including registers kept by the Company) except as required by law.

55. ACCOUNTS

55.1 Accounting Records

The Board will cause proper accounting and other records to be kept and will distribute copies of financial statements as required by the Act.

55.2 Auditor

A properly qualified auditor or auditors shall be appointed by the Board and the remuneration of such auditor or auditors fixed and duties regulated in accordance with the Act.

56. NOTICES

56.1 Giving of notices

- (a) The Company may give notice to any Director or Member:
- (i) personally; or
 - (ii) by sending it by post to the address of the Director as notified to the Board or the address of the Member in the register of Members or the alternative address (if any) nominated by the Director or Member; or
 - (iii) by sending it to the email or other electronic address (if any) nominated by the Director or the Member; or
 - (iv) by posting the notice on the Company's website or in such other public forum as may be determined by the Board.
- (b) Any notice sent by post is taken to have been given 3 days after it is posted. Any notice sent by facsimile or other electronic means is taken to be given on the business day after it is sent.

56.2 Entitlement to notices

Notice of every General Meeting will be given in any manner authorised by this Constitution to:

- (a) every Member except those who have not supplied to the Company an address for the giving of notices to them; and
- (b) the Directors; and
- (c) the auditor for the time being of the Company.

No other person is entitled to receive notices of General Meetings.

57. INDEMNITY

57.1 Indemnity of officers

- (a) This clause 57 applies to every person who is or has been:
- (i) a Director, CEO or Secretary of the Company; and
 - (ii) to any other officers, employees, former officers or former employees of the Company or of its related bodies corporate as the Directors in each case determine.

Each person referred to in this paragraph (a) is referred to as an "**Indemnified Officer**" for the purposes of the remainder of this clause 57.

- (b) The Company will indemnify each Indemnified Officer out of the property of the Company against:
- (i) every liability (except a liability for legal costs) that the Indemnified Officer incurs as an officer of the Company or of a related body corporate of the Company; and
 - (ii) all legal costs incurred in defending or resisting (or otherwise in connection with) proceedings, whether civil or criminal or of an administrative or investigatory nature, in which the Indemnified Officer becomes involved as an officer of the Company or of a related body corporate of the Company,

unless:

- (iii) the Company is forbidden by statute to indemnify the person against the liability or legal costs; or
- (iv) an indemnity by the Company of the person against the liability or legal costs would, if given, be made void by statute.

57.2 Insurance

The Company may pay or agree to pay, whether directly or through an interposed entity, a premium for a contract insuring an Indemnified Officer against liability that the Indemnified Officer incurs as an officer of the Company or of a related body corporate of the Company including a liability for legal costs, unless:

- (a) the Company is forbidden by statute to pay or agree to pay the premium; or
- (b) the contract would, if the Company paid the premium, be made void by statute.

57.3 Deed

The Company may enter into a deed with any Indemnified Officer or a deed poll to give effect to the rights conferred by clause 57.1 on the terms the Directors think fit (as long as they are consistent with clause 57).

58. REGULATIONS

- (a) The Board may from time to time as circumstances dictate, formulate, interpret, adopt, make, alter and amend Regulations for the proper advancement, management and administration of the Company, the advancement of the Objects and Powerlifting as it thinks necessary or desirable. Any Regulations must be consistent with this Constitution. All Regulations are binding on all Members and Directors.
- (b) The CEO shall bring to the notice of the Board and Members all Regulations and any formulation, interpretation, amendment, alteration and repeal of them. Notices are binding upon all Members.

59. FIRST DIRECTORS

- (a) The first Directors of the Company shall be those individuals named in the application to register the Company (**First Directors**).
- (b) The First Directors must, at the first Board meeting of the Company, elect a Chair and deputy-chair.
- (c) The First Directors must retire as follows:
 - (i) three First Directors shall retire at the conclusion of the first AGM of the Company, but subject to this Constitution are eligible for re-election;
 - (ii) two First Directors shall retire at the conclusion of the second AGM of the Company, but subject to this Constitution are eligible for re-election; and
 - (iii) the remaining two First Directors shall retire at the conclusion of the third AGM of the Company, but subject to this Constitution are eligible for re-election.
- (d) On the expiry of the term of a First Director under clause 59(c), two Directors will be elected at each relevant AGM and shall be an Elected Director in accordance with this Constitution.
- (e) The order in which the First Directors will retire under clause 59(c) shall be determined by agreement of the First Directors, or failing agreement by lot.
- (f) The First Directors may:
 - (i) until the conclusion of the first AGM of the Company, appoint up to two Appointed Directors in accordance with clause 36 and the maximum number of Directors under clause 34(a);
 - (ii) after the conclusion of the first AGM of the Company, appoint up to three Appointed Directors in accordance with clause 36 and the maximum number of Directors under clause 34(a); and
 - (iii) fill any casual vacancy arising in the office of a First Director under clause 38 for the remainder of that First Director's term of office.