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Constitution of COTA Australia Ltd

A company limited by guarantee
ABN 35 118 911 541

**Adopted at an Extraordinary General Meeting
on 20 July 2026**

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1 Name of Company

The name of the Company is COTA Australia Ltd (ABN 35 118 911 541) or such other name as determined from time to time (**Company**).

2 Objects of the Company

The objects of the Company are:

- (a) to promote, improve and protect the needs, rights and interests of all older Australians;
- (b) to give particular attention to the broad diversity of older Australians, including to issues and needs of First Nations people and geographically and culturally and linguistically diverse populations;
- (c) to be recognised by governments, by the general community and by the media as a body representing, advocating for and serving all older Australians;
- (d) to co-operate with the Alliance Partners (being a party to the Alliance Agreement with the Company) and other organisations with objects consistent with those of the Company; and
- (e) to do all such other things incidental or conducive to the attainment of any of the objects including:
 - (i) identifying emerging national policy issues affecting older Australians;
 - (ii) monitoring, assessing, advising on and proposing Australian Government policy affecting older Australians;
 - (iii) dealing with policy issues whether national or other, referred to the Company including by any Alliance Partner;
 - (iv) undertaking national projects relating to the objects; and
 - (v) maintaining international links relating to the objects and the matters described above.

Income and property

3 Not for Profit

3.1 Application of income and property

- (a) The Company may only apply the income and property of the Company towards the promotion of the objects of the Company.
- (b) No portion of the income or property may be paid or transferred, directly or indirectly, to any Member whether by way of dividend, bonus or otherwise.
- (c) This rule does not prevent the Company, making payment to a Member or their Associate in good faith of:
 - (i) reasonable and proper payment for services provided or goods supplied to the Company by the Member or their Associate, as approved by the Board;
 - (ii) the payment or reimbursement of out-of-pocket expenses incurred by a Member or their Associate as approved by the Board;

- (iii) reasonable and proper rent or fees for premises leased or licensed by the Member to the Company.

3.2 Payments to Directors and Chair

- (a) The Company may remunerate the Chair, provided that amount is fair and reasonable and the total aggregate amount provided (inclusive of superannuation) does not exceed in any financial year the amount fixed by the Board.
- (b) The Company must not pay fees to or on behalf of Directors for their services as a Director, but the Company may make payments to a Director in good faith for:
 - (i) the payment or reimbursement of out-of-pocket expenses reasonably incurred by a Director, as approved by the Board;
 - (ii) reasonable and proper remuneration for professional or other services provided by the Director or their employer, to the Company, as approved by the Board;
 - (iii) insurance premiums in respect of a contract insuring a Director for a liability incurred as an officer of the Company as approved by the Board.

Membership

4 Number and classes of Membership

- (a) The number of Members shall not be less than three (3), and not more than the maximum number (if any) which the Board may from time to time prescribe.
- (b) The Members of the Company will be the persons admitted to Membership by the Board in accordance with the provisions of this Constitution.
- (c) The Board may establish different classes of Membership and prescribe the qualifications and rights of each class.
- (d) The classes of Members of the Company are as follows:
 - (i) Alliance Partners;
 - (ii) Organisational Members being organisations, institutions or other entities including organisations that are:
 - (A) international, national or multi-state organisations representing or constituted of older people, carers and service users;
 - (B) research, academic or similar institutions active in policy areas of relevance to the needs of older Australians; and
 - (iii) Individual Members who are natural persons
- (e) Subject to (f) below, all Members have the following rights:
 - (i) receive notices of meetings of Members;
 - (ii) receive annual accounts of the Company; and
 - (iii) attend and vote at meetings of Members of the Company.
- (f) A person who is a Director and Member of the Company and who is a member or Governing Person of an Alliance Partner or Organisational Member, is not entitled to the rights as a Member during the term they are a Director of the Company.

5 Alliance Partners

- (a) In addition to the rights as a Member, Alliance Partners have the rights granted to them under the Alliance Agreement.
- (b) An Alliance Partner that ceases to be a party to the Alliance Agreement for any reason, ceases to be an Alliance Partner Member of the Company and is not a Member of the Company for any purpose.

6 Applications

- (a) A person seeking to become a Member must:
 - (i) complete and deliver to the Company an application;
 - (ii) in the case of a party seeking to be appointed a Member as an Alliance Partner, enter into the Alliance Agreement with the Company; and
 - (iii) pay the nominated Member fee,
 in the manner and form determined by the Board.
- (b) The Board may determine in its absolute discretion to admit an applicant as a Member. The Board is not required to give any reason for the rejection of any application to become a Member.
- (c) If an application to become a Member is rejected, the Company must give written notice of the rejection to the applicant and refund in full the fee (if any) paid.
- (d) Failure by the Company to comply with any notice requirement in this Article does not invalidate the decision regarding an application.

7 Register of Members

- (a) The Company must establish and maintain a Register of Members that contains:
 - (i) the Member's name and corporate details where relevant;
 - (ii) the Member's contact details for the service of notices; and
 - (iii) the date the Member was entered onto the Register.
- (b) A Member is obliged to inform the Company of any change in their contact details including any change of address for the service of notices.

8 Extent of liability of Members

The liability of a Member to contribute to the property of the Company if it is wound up is limited to \$10.

Cessation of Membership

9 Resignation of a Member

- (a) A Member may resign as a Member at any time by giving the Company written notice. A resignation by a Member takes effect immediately on the giving of that notice to the Company.

- (b) The Member's name is removed from the Register upon resignation.

10 Expulsion of a Member

- (a) Subject to Article 10(b), if:
- (i) a Member is in breach of a provision of the Company's Constitution, rules, procedures or policies; or
 - (ii) it is in the best interests for the Member to cease being a Member;
 - (iii) any act or omission by the Member that is unbecoming of, or prejudicial to the interests or reputation of the Company; or
 - (iv) in the case of an Alliance Partner, the Alliance Agreement is terminated or the Alliance Partner ceases to be a party to the Alliance Agreement for any reason,
- the Company may expel the Member by a resolution of the Board and remove the Member's name from the Register.
- (b) The Company must not expel a Member pursuant to Article 10(a) unless:
- (i) at least 15 Business Days' notice has been given to the Member stating the date, time and place at which the question of expulsion of that Member is to be considered by the Board, and the grounds, circumstances or event giving rise to the expulsion; and
 - (ii) the Member is given the opportunity to present to the Board (including with a support person or representative) orally or in writing, why the Member should not be expelled.
- (c) The Board may in its discretion, withdraw the notice to expel the Member at any time. A decision made under this Article is final and binding on all parties..

11 Other cessation events

If a Member:

- (a) being an individual, dies or becomes bankrupt, or becomes subject to any guardianship order or becomes of unsound mind; or
- (b) being an individual who has been appointed as a Director, is found to have misstated or made any false statement or representation in their application to become a Director of the Company;
- (c) being a body corporate, is deregistered or has an external administrator appointed to it, pursuant to the laws of the jurisdiction in which the Member is incorporated; or
- (d) ceases, for any reason, to be an Alliance Partner,

the Member ceases to be a Member of the Company and the Company may remove the Member's name from the Register.

12 Effect of cessation

- (a) A person who ceases to be a Member remains liable to pay all amounts that at the date of cessation were payable to the Company, including interest:
- (b) The Board may resolve to waive any of its rights pursuant to this Article.

Fees and other payments

13 Setting of Fees

- (a) The Board may require the payment of Fees by Members for such amount, for such periods and on terms as the Board may determine.
- (b) The Company may, when admitting Members, make Fees payable for one or more Members for different amounts and at different times as the Board resolves.
- (c) The Board may revoke or postpone a Fee or extend the time for payment of a Fee, at any time prior to the date on which payment of that Fee is due.

14 Notice of Fees

- (a) The Company must give notice of Fees payable by Members at least 15 Business Days before the due date for payment.
- (b) The non-receipt of a notice of a Fee by, or the accidental omission to give notice of a Fee to, any Member does not invalidate the Fee payable.
- (c) Fees payable by a Member are a debt due to the Company and an invoice issued for Fees is conclusive of the debt due. The Company may charge interest on any outstanding Fees as from the date due and at such reasonable rate and terms as determined by the Board.

Proceedings of Members

15 Annual General Meeting

The Company must hold an annual general meeting in accordance with the Corporations Act.

16 Written resolutions of Members

While the Company has only one Member, the Company may pass a resolution by that Member signing a record in writing of that resolution.

17 Calling meetings of Members

- (a) A meeting of Members may be called by:
 - (i) three Directors; or
 - (ii) resolution of the Board,
 to be held at the time and place it considers appropriate. This includes a meeting held at or via:
 - (iii) 2 or more venues; or
 - (iv) hybrid or virtual meetings using technology which gives Members a reasonable opportunity to participate.
- (b) No Member may call or arrange to hold a meeting of Members except where permitted by the Corporations Act.

18 Notice of meetings of Members

- (a) At least 21 days' notice of a general meeting must be given to each Member, Director and auditor (if appointed) as at the date of the notice, setting out the business and resolutions to be considered;
- (b) The Members may waive notice of a meeting of Members or consent to shorter notice by giving notice to the Company.
- (c) Notice of a meeting of Members is deemed to be properly given if sent to the last recorded address for the service of notices of Members held in the Register of Members.
- (d) A person's attendance at a meeting of Members waives any objection which that person may have had to a failure to give notice, or the giving of a defective notice, of the meeting, unless the person at the beginning of the meeting objects to the holding of the meeting.
- (e) Subject to the Corporations Act, anything done (including the passing of a resolution) at a meeting of Members is not invalid because of either or both of the following:
 - (i) a Member does not receive notice of the meeting or a proxy form; or
 - (ii) the Company accidentally does not give notice of the meeting or a proxy form to a Member.

19 Business of meetings

Except with the approval of the Board or the chair of the meeting or pursuant to the Corporations Act, no person may move at any meeting of Members:

- (a) any resolution (except in the form and manner set out in the notice of meeting given); or
- (b) any amendment of any resolution or a document which relates to any resolution and a copy of which has not been made available to Members to inspect or obtain.

20 Quorum

- (a) No business may be transacted at a meeting of Members, unless a quorum of Members is present at the time when the meeting commences.
- (b) A quorum of Members is achieved if there are at least 10% of the Members or 4 Members entitled to vote on a resolution at that meeting, present in person. Each Member present (either in person or by proxy or Corporate Representative) may only be counted once towards a quorum.
- (c) If a quorum is not present within 30 minutes after the time appointed for the commencement of a meeting of Members, the meeting is dissolved unless the chair of the meeting or the Board adjourns the meeting to a date, time and place determined by that chair or the Board.
- (d) If a quorum is not present within 30 minutes after the time appointed for the commencement of an adjourned meeting of Members, the meeting is dissolved.

21 Chair of meetings of Members

- (a) Subject to Articles 21(b) and 21(c), the Chair must act as chairperson at each meeting of Members.

- (b) If, at a meeting of Members, the Chair is not:
 - (i) present within 15 minutes after the time appointed for the commencement of a meeting of Members; or
 - (ii) willing to act as chair for all or part of the meeting,
 the Directors who are present at the meeting may (by majority) elect one of their number to act as Chair that meeting.
- (c) A chair of a meeting of Members may, for any item of business at that meeting or for any part of that meeting, vacate the chair in favour of another person nominated by them (**Acting Chair**). Where an instrument of proxy appoints the chairperson as proxy for part of proceedings for which an Acting Chair has been nominated, the instrument of proxy is taken to be in favour of the Acting Chair for the relevant part of the proceedings.

22 Conduct of meetings of Members

- (a) Subject to the Corporations Act, the chairperson of a meeting of Members is responsible for the general conduct of that meeting and for the procedures to be adopted at that meeting.
- (b) The chairperson of a meeting of Members may:
 - (i) determine the procedures to be adopted for proper and orderly discussion or debate at the meeting, and the casting or recording of votes at the meeting;
 - (ii) determine any dispute concerning the admission, validity or rejection of a vote at the meeting;
 - (iii) at any time terminate discussion or debate on any matter being considered at the meeting and require that matter be put to a vote; and
 - (iv) refuse to allow debate or discussion on any matter which is not business referred to in the notice of that meeting.
- (c) The chairperson may, in their reasonable discretion, refuse any person admission to or require a person to leave the meeting if that person:
 - (i) is not entitled to attend the meeting;
 - (ii) is not complying with the reasonable directions of the chairperson;
 - (iii) has any audio or visual recording or broadcasting device;
 - (iv) has a placard or banner;
 - (v) has anything the chairperson considers to be dangerous, offensive or liable to cause disruption;
 - (vi) behaves or threatens to behave in a dangerous, offensive or disruptive manner; or
 - (vii) refuses to produce or to permit examination of any article or thing, or the contents of any article or thing, in the person's possession.
- (d) If the chairperson determines the venue does not accommodate the persons present at the meeting, the chairperson may nominate a separate meeting place or the use of any technology to give Members a reasonable opportunity to participate.

23 Attendance at meeting of Members

- (a) A Member entitled to attend and cast a vote at a meeting of Members may attend and vote in person or by proxy or by its Corporate Representative.
- (b) Only one proxy or Corporate Representative may attend a meeting on behalf of a Member. If there are more than two people attending as proxies or Corporate Representatives, the chairperson may determine, in the manner they consider appropriate, which person is to act as proxy or Corporate Representative of a Member.
- (c) The chairperson may require a person acting as a proxy or Corporate Representative at a meeting to establish to the chairperson's satisfaction that the person is duly appointed to act. If the person fails to satisfy this requirement, the chairperson may exclude the person from attending or voting at the meeting.

24 Authority of Members to representatives

- (a) A person appointed as a proxy or Corporate Representative of a Member has the rights:
 - (i) given to them under the appointing document; and
 - (ii) Otherwise, the same rights to speak, demand a poll, join in demanding a poll or act generally at a meeting of Member to which the appointment relates,
 as the appointing Member would have had if that Member was present at the meeting.
- (b) Unless authorised otherwise, an appointment is taken to confer authority to attend and vote at a meeting which is rescheduled, postponed or adjourned to another time or changed to another place, even if the appointment refers to a specific meeting.

25 Voting at meeting of Members

- (a) Subject to this Constitution, a resolution put to the vote at a meeting of Members is decided on a show of hands, unless a poll is demanded.
- (b) If a vote is to be conducted by a poll, the chairperson may decide how to conduct the poll, including whether to conduct a poll electronically.
- (c) The chairperson, or the number of Members constituting a quorum, may request that a vote be decided by poll instead of a show of hands. The request must be made at any time before or immediately after the result of a vote by show of hands is declared.
- (d) Each Member has one vote which may be exercised:
 - (i) on a show of hands;
 - (ii) on a poll; and
 - (iii) by any other means (including electronic) as determined to vote on any resolution put at a meeting of Members.
- (e) An objection to a right to vote at a meeting or to a determination to allow or disregard a vote at the meeting may only be made at that meeting (or any adjourned meeting). Any objection will be decided by the chair of the meeting of Members, whose decision will be final and conclusive.
- (f) Except where a resolution requires a special majority under this Constitution or the law, the resolution is passed by a majority of votes cast by Members present at the Meeting and entitled to vote.

- (g) In the case of an equality of votes on a resolution, the chairperson does not have a casting vote. If an equal number of votes is cast, the resolution is not passed.
- (h) A determination by the chair of a vote on a show of hands that a resolution has been passed or not is conclusive.

26 Voting by representatives

- (a) The validity of any resolution passed at a meeting of Members is not affected by the failure of any proxy to vote in accordance with directions (if any) of the appointing Member.
- (b) If a proxy of a Member votes in a way that contravene the Corporations Act, the vote of that proxy is invalid and the Company must not count it.
- (c) A vote cast at a meeting of Members by a proxy or Corporate Representative is valid despite the revocation of the appointment (or the authority pursuant to which the appointment was executed), if no notice in writing of that revocation has been received by the Company before the time appointed for the commencement of that meeting.

27 Restrictions on voting rights

- (a) The authority of a proxy for a Member to speak or vote at a meeting is suspended while the Member is present in person at that meeting.
- (b) A Member is not entitled to attend or vote on any resolution if any Fee or other amount due and payable to the Company in respect of that Member's Membership of the Company has not been paid.
- (c) The Company must disregard any vote on a resolution at a meeting of Members purported to be cast by a Member where that person is not entitled to vote on that resolution.

28 Proxies

- (a) A Member may appoint a person as proxy to attend and vote for the Member in accordance with the conditions prescribed by the appointing document, the Company and the Corporations Act.
- (b) A form of appointment of proxy is valid if it is in accordance with the form (including electronic) which the Board may determine or accept.
- (c) If the name of the proxy is not filled in, the proxy of that Member is the chairperson of that meeting.

29 Receipt of appointments

- (a) An appointment of proxy is effective if the Company receives the appointment not later than the time specified by the Company before the time appointed for the commencement of the meeting or, in the case of an adjourned meeting, resumption of the meeting.
- (b) Where a notice of meeting specifies an electronic address or other electronic means by which a Member may give the Company a proxy appointment, a proxy given at that electronic address or by that other electronic means is taken to have been given by the Member and received by the Company if the requirements set out in the notice are complied with.

30 Adjournments

- (a) The chair of a meeting may at any time during the meeting, adjourn the meeting or any business, motion, question or resolution being considered or remaining to be considered at the meeting or any discussion or debate, either to a later time at the same meeting or to an adjourned meeting to be held at the time and place determined by the chair.
- (b) The Company may give notice of a meeting resumed from an adjourned meeting as the Board resolves. Failure to give notice of an adjournment of a meeting of Members or the failure to receive notice of the meeting does not invalidate the adjournment or anything done (including the passing of a resolution) at a resumed meeting.
- (c) Only business left unfinished is to be transacted at a meeting of Members which is resumed after an adjournment.

31 Cancellations and postponements

- (a) The Company may cancel or postpone a meeting of Members or change the place for the meeting, prior to the date on which the meeting is to be held.
- (b) Article 31(a) does not apply to a meeting called in accordance with the Corporations Act by Members or by the Board on the request of Members, unless those Members consent to the cancellation or postponement of the meeting.
- (c) Failure to give notice of a cancellation or postponement or change of place of a meeting of Members or the failure to receive any notice of the meeting does not invalidate the cancellation, postponement or change of place of a meeting or anything done (including the passing of a resolution) at a postponed meeting or the meeting at the new place.
- (d) The only business that may be transacted at a meeting of Members the holding of which is postponed is the business specified in the original notice calling the meeting.

32 Enforcement

If any provision of this Constitution is or becomes illegal, invalid or unenforceable in any respect, then that does not affect or impair the legality, validity or enforceability of any other provision of this Constitution.

Executive Positions

33 Chief Executive

The Board may appoint one or more persons to be a Chief Executive on such terms and for such tenure as the Board may reasonably determine.

34 Secretary

- (a) The Board must appoint at least one secretary on the terms and conditions it may reasonably determine.
- (b) The secretary must consent to the appointment.
- (c) The secretary may be removed by the Board.

Directors

35 Composition of the Board

- (a) The Board will comprise:
 - (i) at least 3 and no more than 8 Directors, of which no more than 3 Directors may be Governing Persons or members of Alliance Partners; and
 - (ii) a chairperson of the Board, being the Chair, determined and appointed in accordance with Article 37.

unless the Company resolves otherwise in general meeting.
- (b) The Company may by ordinary resolution:
 - (i) appoint any person as a Director (other than a casual appointee) provided the appointee satisfies the criterion set out in this Constitution; and
 - (ii) remove a Director.

36 Appointment of Directors

- (a) A person seeking to be nominated as a Director must:
 - (i) be a Member;
 - (ii) in any application, include a statement to address how they satisfy the criteria, including any skills-based criteria, set out in the Governance Manual from time to time for that position;
 - (iii) complete and sign the nomination form prepared by the Company; and
 - (iv) deliver the nomination form to the Nominations Committee at least 45 days before the next Annual General Meeting for its and the Board's consideration.
- (b) Whenever the position of Director is to be filled, the Nominations Committee may receive and must consider any applications for the vacant positions and make a recommendation to the Board.
- (c) The Board:
 - (i) must review all nominees in accordance with the selection criteria set out in this Article and the Governance Manual; and
 - (ii) may propose the appointment of any person nominated at the next Annual General Meeting following the completion of the nominations process.

37 Chair of the Board

- (a) The Board must nominate a person from time to time to be the Chair for a specified term not exceeding 3 years and on such terms as determined by the Board. The nomination and appointment is to be made either by:
 - (i) the Board endorses the person as Chair (from within the members of the Board), following the person's election as a Director by the Members at a general meeting of Members; or
 - (ii) the appointment by the Board of the person as Chair.

- (b) Subject to this constitution and this Article, the Chair is a Director and, for the avoidance of doubt, has all the duties, and can exercise all the powers and rights of a Director.
- (c) The person appointed as Chair under this Article must not:
 - (i) be a director of any Alliance Partner;
 - (ii) be an employee of any Member; or
 - (iii) be the auditor of the Company nor any partner, director or employee of the auditor.
- (d) The appointment of the Chair terminates if:
 - (i) the Chair ceases to be eligible to be the Chair under this Article; or
 - (ii) the Company removes the Chair from the office of Chair; or
 - (iii) the Chair resigns,
 irrespective as to whether the appointment of Chair was expressed to be for a specific term.

38 Term of Office

- (a) Each Director (other than the Chair) is appointed for a three (3) year term after which they may offer themselves for re-election. The Chair holds the term upon which they are appointed after which they may offer themselves for re election.
- (b) Each Director can serve a maximum of the greater of:
 - (i) three (3) full terms (which, for the avoidance of doubt, does not include terms for which a Director is appointed for less than a full term, e.g. to fill a casual vacancy); and
 - (ii) nine (9) years,
 unless a Special Resolution is passed to approve one or more additional further terms for a Director.

39 Retirement and Election of Directors

- (a) The Board must hold elections at the Annual General Meeting, where Members may elect or re-elect individuals as Directors.
- (b) At each Annual General Meeting:
 - (i) any person appointed as a casual Director under Article 41 must retire and offer themselves for election;
 - (ii) all Directors who have reached the end of their term under 38(a) must retire and may offer themselves for re-election.
- (c) A Director who has reached the maximum term of office under Article 38(b)(ii) is not eligible to offer themselves for re-election unless their further term has been extended.
- (d) A Director who retires holds office as a Director until the end of the meeting at which the Director retires and is eligible for re-election.
- (e) The Chair is not taken into account in determining the Directors required to retire at an Annual General Meeting.

40 Termination of office

A person ceases to be a Director if the person:

- (a) fails to attend Board meetings for a continuous period of 6 months without the consent of the Board;
- (b) resigns by notice in writing to the Company;
- (c) is removed from office pursuant to the Corporations Act or this Constitution;
- (d) becomes an employee (whether full-time or part-time) of the Company or of any related body corporate of the Company or of an Alliance Partner;
- (e) becomes an insolvent under administration;
- (f) becomes of unsound mind or a person whose property is vested in a legal guardian;
- (g) is not permitted to be a director, or to manage a corporation, pursuant to the Corporations Act or the Charities Law;
- (h) misstates or makes any false statement or representation on their nomination form to become a Director of the Company; or
- (i) is a member or Governing Person of an Alliance Partner and the Alliance Partner ceases to be a Member of the Company.

41 Casual Vacancies

- (a) The Board may appoint any person as a Director to fill a casual vacancy until the next Annual General Meeting.
- (b) A person appointed as a casual vacancy, may seek to be nominated and appointed as a Director in accordance with Article 36.
- (c) In determining a person to be appointed, the Board must seek a recommendation from the Nominations Committee as to an appropriate person to fill the vacancy.
- (d) If there is a vacancy in the position of Chair, the Board may appoint one of the currently appointed Directors as an Acting Chair until the position of Chair is filled in accordance with Article 37.

42 Interests of Directors

- (a) Each Director must comply with the Corporations Act in relation to the disclosure of the Director's interests.
- (b) A Director who has a material personal interest in a matter that is being considered at a Board meeting must not be present while the matter is being considered at the meeting nor vote on the matter, except where permitted by the Corporations Act.
- (c) If a Director has an interest in a matter, then subject to Article 42(b), Article 42(d) and this Constitution:
 - (i) that Director may be counted in a quorum at the Board meeting that considers matters that relate to the interest provided that Director is entitled to vote on at least one of the resolutions to be proposed at that Board meeting;
 - (ii) that Director may participate in and vote on matters that relate to the interest;

- (iii) the Company may proceed with any transaction that relates to the interest and the Director may participate in the execution of any relevant document by or on behalf of the Company;
 - (iv) the Director may retain the benefits pursuant to any transaction that relates to the interest even though the Director has the interest; and
 - (v) the Company cannot avoid any transaction that relates to the interest merely because of the existence of the interest.
- (d) If an interest of a Director is required to be disclosed pursuant to Article 42(a), Article 42(c)(iv) applies only if the interest is disclosed before the transaction is entered into.

43 Minutes

- (a) The Board must cause minutes of:
- (i) proceedings and resolutions of meetings of the Company's Members;
 - (ii) the names of Directors present at each Board meeting or committee meeting;
 - (iii) proceedings and resolutions of Board meetings;
 - (iv) resolutions passed by Directors without a meeting; and
 - (v) disclosures and notices of Directors' interests,
- to be kept in accordance with the Corporations Act and Charities Law.
- (b) The Company may take minutes using technology.

44 Indemnity and insurance

- (a) To the extent permitted by law, the Company will indemnify each Relevant Officer against a Liability of that person and the Legal Costs of that person.
- (b) The indemnity:
- (i) is enforceable without the Relevant Officer having first to incur any expense or make any payment;
 - (ii) is a continuing obligation and is enforceable by the Relevant Officer even though the Relevant Officer may have ceased to be an officer of the Company; and
 - (iii) applies to Liabilities and Legal Costs incurred both before and after this Article became effective.
- (c) To the extent permitted by law, the Company may make a payment (whether by way of advance, loan or otherwise) to a Relevant Officer in respect of Legal Costs of that person.
- (d) To the extent permitted by law, the Company may:
- (i) enter into, or agree to enter into; or
 - (ii) pay, or agree to pay, a premium for,
- a contract insuring a Relevant Officer against a Liability of that person and the Legal Costs of that person.

- (e) To the extent permitted by law, the Company may enter into an agreement or deed with a Relevant Officer or a person who is, or has been, an officer of the Company or a subsidiary of the Company, pursuant to which the Company must do all or any of the following:
 - (i) keep books of the Company and allow either or both that person and that person's advisors access to those books on the terms agreed;
 - (ii) indemnify that person against any Liability and Legal Costs of that person;
 - (iii) make a payment (whether by way of advance, loan or otherwise) to that person in respect of Legal Costs of that person; and keep that person insured in respect of any act or omission by that person while a Relevant Officer or an officer of the Company or a subsidiary of the Company, on the terms agreed (including as to payment of all or part of the premium for the contract of insurance).

Powers of the Board

45 General powers

- (a) The Board has the power to manage the business of the Company and may exercise, to the exclusion of the Company, in general meeting all powers of the Company which are not, by the law or this Constitution, required to be exercised by the Company in general meeting.
- (b) A power of the Board can only be exercised by:
 - (i) a resolution passed at a meeting of the Board;
 - (ii) a resolution passed by signing a rotary resolution signed in accordance with Article 51 or in accordance with a delegation of the power.
- (c) A reference in this Constitution to the Company exercising a power by a resolution of the Board includes an exercise of that power in accordance with a delegation of the power pursuant to Article 48 or 50.

46 Governance Manual

The Board must maintain a Governance Manual. The Governance Manual may (without limitation):

- (a) contain such provisions, being not inconsistent with this Constitution, in relation to the governance of the Company which the Board considers appropriate from time to time;
- (b) contain provisions in relation to the search for and selection of candidates for the positions of Chair and Directors to be applied by the Nominations Committee;
- (c) contain provisions in relation to the periodic review of the Constitution;
- (d) contain provisions in relation to Membership standards;
- (e) contain the terms of reference for any Committee of the Board which is established;
- (f) contain eligibility requirements for a person to be appointed as a Director; and
- (g) set out a code of conduct for Members, and, each class of Members.

47 Execution of documents

- (a) The Company may execute a document without a common seal if the document is signed by one Director and either another Director, a Secretary, or another person appointed by the Board for that purpose.
- (b) The Board may determine the manner in which and the persons by whom cheques, bankers' drafts, bills of exchange and other negotiable or transferable instruments in the name of or on behalf of the Company, and receipts for money paid may be signed, drawn, accepted, endorsed or otherwise executed.

48 Committees and delegates

- (a) The Board may delegate any of its powers to a committee of the Board, a Director, or any other person. A delegation of powers may be made for such period and on such terms as the Board resolves. The Board may revoke or vary any power so delegated.
- (b) A committee or delegate must exercise the powers delegated in accordance with any directions of the Board or its charter.
- (c) The Board must establish a committee of the Board to be referred to as the 'Nominations Committee' on such terms as it may determine including:
 - (i) to recommend to the Board a person to be Chair;
 - (ii) to carry out the functions of the Nominations Committee as determined by the Board; and
 - (iii) to recommend to the Board persons to be appointed as Directors.

Working Groups and Attorneys

49 Establishment of Working Groups

- (a) The Company may establish such Working Groups or other consultative groups as determined or indicated in accordance with the Alliance Agreement to provide a consultation mechanism with Alliance Partners.
- (b) The Company may determine the terms of reference and appointments of members to the Working Groups including how the Alliance Partners may be represented by their Governing Persons and/or nominated representatives unless otherwise determined by the Board.
- (c) Membership of an Alliance Partner's Governing Persons and/or nominated representatives in the Working Group is:
 - (i) suspended for the period the Company has given notice to the Alliance Partner of a breach of the Alliance Agreement by the Alliance Partner; and
 - (ii) terminated in the event the Alliance Partner ceases to be a party to the Alliance Agreement or a Member.

50 Attorney or agent

- (a) The Board may appoint any person to be attorney or agent of the Company for any purpose, for any period and on any terms (including as to remuneration) as the Board resolves.

- (b) Subject to the terms of appointment of an attorney or agent of the Company, the Board may revoke or vary that appointment at any time, with or without cause.

Proceedings of Directors

51 Written resolutions of Directors

- (a) The Board may pass a resolution without a Board meeting being held if:
 - (i) notice in writing of the resolution is given to all Directors; and
 - (ii) 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) A resolution pursuant to this Article may consist of several documents in the same form, each signed by one or more Directors, and is effective when signed by the last of the Directors constituting the majority of the Directors.
- (c) An electronic or email transmission document produced under the name of a Director with the Director's authority is taken to be a document signed by the Director for the purposes of this Article and is taken to be signed when received by the Company in legible form.

52 Board Meetings

- (a) Any three Directors may convene a Board meeting at any time.
- (b) Notice of a Board meeting must be given to each Director (except a Director on leave of absence approved by the Board). Notice of a Board meeting may be given in person, or by post or by electronic means.
- (c) A Director may waive notice of a Board meeting by giving notice to that effect to the Company in person or by post or by electronic means.
- (d) A person who attends a Board meeting waives any objection that person may have to a failure to give notice of the meeting.
- (e) Anything done (including the passing of a resolution) at a Board meeting is not invalid because of either or both of the following:
 - (i) a person does not receive notice of the meeting; or
 - (ii) the Company accidentally does not give notice of the meeting to a person.
- (f) For the purposes of the Corporations Act, each Director consents to the use of electronic technologies, including teams meeting or video conference, for the holding of a Board meeting and communications between Board members.
- (g) If a Board meeting is held in 2 or more places linked together by any technology:
 - (i) a Director present at one of the places is taken to be present at the meeting unless and until the Director states to the chair of the meeting that the Director is discontinuing his or her participation in the meeting; and
 - (ii) the chair of that meeting may determine at which of those places the meeting will be taken to have been held.
- (h) Until otherwise determined by the Board, a quorum for a Board meeting is not less than half of the Directors entitled to vote on a resolution that may be proposed at that

meeting. A quorum for a Board meeting must be present at all times during the meeting.

- 52.2 The Chair when present, will act as chairperson at each meeting of Directors unless otherwise prevented in accordance with this Constitution.

53 Board resolutions

- (a) Each Director present, either in person or in a place linked by technology as approved by the chair, has one vote on a matter arising at a Board meeting.
- (b) A resolution of the Board is passed if more votes are cast by Directors entitled to vote in favour of the resolution than against it.
- (c) Subject to the Corporations Act, in the case of an equality of votes on a resolution at a Board meeting, the resolution will fail.

54 Valid proceedings

- (a) An act at any Board meeting or a committee of the Board or an act of any person acting as a Director is not invalidated by:
 - (i) a defect in the appointment or continuance in office of a person as a Director, a member of the committee or of the person so acting; or
 - (ii) a person so appointed being disqualified or not being entitled to vote, if that circumstance was not known by the Board, committee or person (as the case may be) when the act was done.
- (b) If the number of Directors is below the minimum required by this Constitution, the Board must not act except in emergencies, to appoint Directors up to that minimum number or to call and arrange to hold a meeting of Members.

Accounts, audit, compliance obligations and records

55 Accounts

The Board shall ensure appropriate books of account and record are maintained, including those required to be maintained under the Law.

56 Audit

- (a) A properly qualified auditor or auditors shall be appointed.
- (b) The auditor or auditors for the Company shall be elected at the Annual General Meeting.
- (c) Audits shall be conducted at regular intervals of not more than twelve months.
- (d) An auditor shall not be a Member or a Director or closely related to a Director.
- (e) Subject to clause (f), notice of the intention to nominate an auditor to replace the current auditor shall be given to the Secretary at least 21 days before the Annual General Meeting. The Secretary shall send a copy of the nomination to the current auditor at least seven days before the Annual General Meeting. The current auditor

shall be entitled to attend the Annual General Meeting and if that person so wishes to be heard at such Annual General Meeting.

- (f) Where the current auditor submits a resignation or notifies the Secretary of the intention not to seek re-election as auditor, clause (e) shall not apply.

Notices

57 Notices to Members

The Company may give notice to a Member by any of the following means:

- (a) delivering it to that Member or person;
- (b) delivering it or sending it by post or electronically to the address or email address of the Member recorded in the Register; or
- (c) notifying the Member of the notice's availability on the Company's website or by an electronic means determined by the Company for that purpose.

58 Notice to Directors

The Company may give Notice to a Director by:

- (a) delivering it to that person;
- (b) sending it by post to the usual residential address of that person or the alternative address (if any) nominated by that person for that purpose;
- (c) sending it to the electronic address nominated by that person for that purpose; or
- (d) any other means agreed between the Company and that person.

59 Notice to the Company

A person may give Notice to the Company by:

- (a) delivering it or sending it by post to the registered office of the Company;
- (b) delivering it or sending it by post to a place or electronic email address nominated by the Company for that purpose;

60 Time of service

- (a) A Notice sent by post or air-mail is taken to be given on the day after the date it is posted.
- (b) A Notice sent by fax or other electronic transmission is taken to be given when the transmission is sent provided that in the case of Notice to the Company or a Director, the sender meets any action required by the recipient to verify the receipt of the document by the recipient.
- (c) A certificate by a Director or Secretary to the effect that a Notice by the Company has been given in accordance with this Constitution is conclusive evidence of that fact.

Winding up

61 Distribution of Surplus Assets

- (a) Any Surplus Assets that remain upon the winding up of the Company must be distributed to one or more bodies corporate, associations or institutions that are charitable at law (**Charity**):
 - (i) with charitable purpose(s) similar to, or inclusive of, the purpose(s) in clause 5; and
 - (ii) to which gifts can be made that are tax deductible under the *Income Tax Assessment Act 1997* (Cth) or any successive legislation.
- (b) The decision as to the Charity or Charities satisfying the requirements to be given the Surplus Assets must be made by a Special Resolution of Members at or before the time of winding up or otherwise as determined by law.

62 Application of Corporations Act

- (a) Unless the context indicates a contrary intention, in this Constitution, a word or phrase given a meaning in the Corporations Act has the same meaning in this Constitution unless that word or phrase is otherwise defined in this Constitution.
- (b) To the extent that this Constitution is inconsistent with any applicable requirements in the Corporations Act, the Constitution is modified to reflect those requirements.
- (c) The replaceable rules in the Corporations Act do not apply to the Company.

63 Definitions

In this Constitution:

Alliance Agreement means the Council of the Ageing (**COTA**) National Alliance Collaboration Agreement dated 19 December 2024 and any variation or replacement of that agreement entered into by the Company and Alliance Partner(s), that sets out the rights and obligations between the Company and Alliance Partner(s) to collaborate and promote the objects of the Company and the Alliance Partner(s), including the rights and obligations as to the use of the Company's intellectual property and trademarks

Alliance Partner means a party to the Alliance Agreement with the Company. For the avoidance of doubt, the Company is not an Alliance Partner Member for the purposes of this Constitution.

Annual General Meeting means an annual general meeting convened in accordance with Article 15

Associate means a person or entity that is an associated entity as defined under the Corporations Act s50AAA.

Board means the Directors of the Company from time to time.

Business Day means a day except a Saturday, Sunday or public holiday in the state or territory in which the Company is taken to be registered for the purposes of the Corporations Act.

Chair means the person appointed to the role of Chair in accordance with Article 37(a), to act as the chairperson or chair of meetings of the Board and meetings of Member,

Charities Law means the Australian Charities and Not for Profits Commission Act 2012 (C'th).

Chief Executive means the person appointed to that role in accordance with Article 33.

Corporate Representative means a natural person appointed and authorised by a Member which is a body corporate to act as its representative at meetings of Members and includes a Governing Person of an Alliance Partner.

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

Director means a person appointed as a Director of the Company in accordance with the Constitution.

Fee means a fee or levy referred to in Article 13 or 14.

Governance Manual means a set of policies and processes developed by the Company to describe the governance matters to be adopted by the Company for the operation of the Company adopting best practices.

Governing Person means, in respect of an Alliance Partner, a person who occupies the office of a 'director' of that Member and is nominated by the Alliance Partner as the Governing Person.

in person means for the purposes of determining if an individual is present at a meeting or present in taking some action as permitted under this Constitution, means both physically present at the meeting or the place to undertake the action or present by way of joining and participating in the meeting or undertaking the action through the use of electronic technologies, including teams meeting or video conference.

Legal Costs of a person means legal costs calculated on a solicitor-and-client basis incurred by that person in relation to any advice, litigation or other legal service provided to the person.

Liability of a person means any liability including negligence (except a liability for legal costs) incurred by that person in or arising out of the discharge of duties as an officer of the Company or in or arising out of the conduct of the business of the Company, including as result of appointment or nomination by the Company or a subsidiary as a trustee or as a director, officer or employee of another body corporate.

Member means a natural person or corporation, whose name is entered in the Register as a Member of the Company.

Nominations Committee means the committee established in accordance with Article 48(c).

Notice means a notice given pursuant to, or for the purposes of, this Constitution or the Corporations Act.

Older Australians means people resident in Australia who are 50 years of age or older, or in the case of First Nations people, who are 45 years of age or older.

Register means the register of Members kept pursuant to this Constitution.

Relevant Officer means a person who is, or has been, a Director or Secretary or senior executive of the Company including Chief Executive.

Secretary means a person appointed as, or to perform the duties of, secretary of the Company for the time being.

Special Resolution has the meaning given by section 9 of the Corporations Act which means in relation to a company, a resolution of which appropriate notice has been given and that has been passed by at least 75% of the votes cast by Members entitled to vote on the resolution.

Surplus Assets means any assets of the Company that remain after paying all debts and other liabilities of the Company, including the costs of winding up.

64 Interpretation

Headings are for convenience only and do not affect interpretation. Unless the context indicates a contrary intention, in this Constitution:

- (a) a word importing the singular includes the plural (and vice versa);
- (b) a word indicating a gender includes every other gender;
- (c) if a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning;
- (d) the word '**includes**' in any form is not a word of limitation;
- (e) a reference to something being '**written**' or '**in writing**' includes that thing being represented or reproduced in any mode in a visible form;
- (f) a notice or document required by this Constitution to be signed may be authenticated by any other manner permitted by the Corporations Act or any other law; and
- (g) a reference to a statute includes its delegated legislation and a reference to a statute or delegated legislation or a provision of either includes consolidations, amendments, re-enactments and replacements.

Schedule 1

Transitional Provisions

1 Transitional Provisions

- (a) This Schedule prescribes the transitional arrangements to be adopted to implement the principles set out in the Council on the Ageing (COTA) National Alliance Collaboration Agreement dated 1 January 2025 (**Alliance Agreement**).
- (b) Upon the adoption of this Constitution, the provisions set out in this Schedule will operate in conjunction with and as part of the Constitution and will cease to have effect and operation when the operative provisions set out in this Schedule are completed.

2 Alliance Partners

The State and Territory Members of the Company which are Alliance Partners as at the date of adoption of this Constitution, are:

- (a) Council on the Ageing (NSW) Inc. ABN 31 090 328 955;
- (b) Council on the Ageing (Vic) Inc. ABN 81 960 500 420;
- (c) Council on the Ageing WA Inc. ABN 79 970 893 100;
- (d) Council on the Ageing (Tas) Inc. ABN 71 718 804 307;
- (e) Council on the Ageing SA Inc. ABN 28 426 218 581;
- (f) Council on the Ageing (NT) Inc. ABN 86 316 991 800;
- (g) Council on the Ageing (ACT) Inc ABN 76 840 143 690;
- (h) Council on the Ageing Queensland Ltd ABN 13465 280 311.

3 Initial Composition of the Board

- (a) For the period of one year from adoption of this Constitution, the Board will comprise no more than 9 Directors (including the Chair), of which 4 are to be Foundation Directors;
- (b) Upon the adoption of this Constitution, the individuals serving as Directors of the Company under the terms of the Constitution and who will continue in office for the periods set out below are:

	Director Name	Current role	Transition Status	Maximum Term expiry date
1	Hon Christopher Pyne	Chair	Chair	End of current fixed tenure being 15/02/2033
2	Jim Hazell	Independent Director	Director	9/12/2028
3	Kate Andrews	Independent Director	Director	1/07/2028
4	Pamela Batkin	Independent Director	Director	4/12/2032
5	Saul Eslake	Independent Director	Director	19/11/2033

	Director Name	Current role	Transition Status	Maximum Term expiry date
6	Gayle Morrison	Foundation Director	Foundation Director Exempt as a Member of the Company	One year from date of adoption of Constitution retires as Foundation Director. May apply to be elected as a Director to 10/12/2030
7	Gerard Mansour	Foundation Director	Foundation Director Exempt as a Member of the Company	One year from date of adoption of Constitution retires as Foundation Director. May apply to be elected as a Director to 4/12/2032
8	David Scott	Foundation Director	Foundation Director Exempt as a Member of the Company	One year from date of adoption of Constitution retires as Foundation Director. May apply to be elected as a Director to 19/11/2033
9	Ingrid Harrison	Foundation Director	Foundation Director Exempt as a Member of the Company	One year from date of adoption of Constitution retires as Foundation Director. May apply to be elected as a Director to 25/11/2034

4 Retirement and Rotation

Foundation Directors must retire at the expiry of their tenure as Foundation Directors being one year from the date of adoption of this Constitution and may then be appointed as casual appointees by the Board and offer themselves for re-election as a Director by completing the nomination process under Article 36.

Foundation Directors means the persons chosen by the Alliance Partners to be the Foundation Directors as at the date of adoption of this Constitution and listed at paragraph 3 above.