

# **CONSTITUTION**

**CPS CREDIT UNION CO-OPERATIVE (ACT)  
LIMITED**

**ABN 31 087 649 670**

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# Constitution

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## Division 1. - Introductory Matters

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### 1.1 Definitions

In this Constitution, unless the context requires otherwise:

- (1) **Act** means the *Corporations Act, 2001* and includes any amendments or re-enactments of it or any legislation passed in substitution for it
- (2) **ADI** refers to an Approved Deposit Taking Institution and means a body corporate that **APRA** has authorised to conduct banking business in Australia under *the Banking Act 1959 (Cth)*
- (3) **AGM** means Annual General Meeting of **Community CPS**
- (4) **APRA** means the Australian Prudential Regulation Authority
- (5) **appointed director** means a director appointed pursuant to Rule 11.4
- (6) **board** means the board of **directors**
- (7) **Community CPS** means CPS Credit Union Co-operative (ACT) Limited
- (8) **deposit** means the placement of money in an account that **Community CPS** conducts in the ordinary course of its banking business
- (9) **director** means a director for the time being of **Community CPS**
- (10) **executive director** means a director appointed pursuant to Rule 11.6
- (11) **financial accommodation** means:
  - (a) an advance;
  - (b) money paid for, on behalf of or at the request of a person (other than by drawing on the person's **deposit** account with **Community CPS**);
  - (c) a forbearance to require payment of money owing on any account; or
  - (d) a transaction that, in substance, effects a loan or is regarded by the parties to the transaction as a loan,that **Community CPS** provides or enters in the ordinary course of its banking business
- (12) **general meeting** means a general meeting of the **members**

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- (13) **material personal interest** has the same meaning as in Part 2D.1 of the *Corporations Act*
- (14) **member** means a person whose name **Community CPS** has entered for the time being in the Register of Members it keeps under the *Corporations Act*
- (15) **member share** means a share as described in Appendix 1
- (16) **minor** means a person who has not achieved the age of 18 years
- (17) **person** means an individual, a body corporate, a trustee of another party, including an incorporated or unincorporated association, or a group of individuals constituting a joint member
- (18) **prudential standard** means:
- (a) any prudential standard that **APRA** determines under the *Banking Act 1959 (Cth)*;
  - (b) any prudential regulation made under *Banking Act 1959 (Cth)*; and
  - (c) any **APRA** transitional prudential standard applying to **Community CPS** under the *Financial Sector Reform (Amendments and Transitional Provisions) Regulations 1999 (Cth)*.
- (19) **secretary** means a secretary for the time being of **Community CPS**
- (20) **subscription price** means the amount payable by a person on subscription for a **member share**

## 1.2 Interpretation

- (1) In this Constitution, unless the context requires otherwise:
- (a) the singular includes the plural and vice versa;
  - (b) where an expression is defined in this Constitution, any other grammatical form of the expression has a corresponding meaning;
  - (c) words and expressions defined in the *Corporations Act* have the same meaning in this Constitution;
  - (d) headings are for purposes of convenience only and do not affect the interpretation of this Constitution;
  - (e) a reference to a statute or regulation includes all amendments, consolidations or replacements of the statute or regulation;
  - (f) a reference to this Constitution or another instrument includes all amendments or replacements of the Constitution or the other instrument; and
  - (g) a reference to a statutory or other body that ceases to exist or the powers and functions of which are transferred to another body includes a reference to the body:



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- (i) that replaces it; or
  - (ii) to which substantially all the powers and functions relevant to this Constitution are transferred.
- (2) The notes to this Constitution are for the purposes of convenience only and do not affect the interpretation of this Constitution. The notes do not form part of this Constitution and may be removed or modified without **Community CPS** complying with the *Corporations Act* requirements that apply to removal or modification of constitutional provisions.

### 1.3 Time

Unless expressly provided otherwise, when this Constitution, or any notice given under this Constitution, states a time or a period of time, the time stated is, or the period of time is calculated by reference to, Standard Time or Summer Time, as the case may be, at **Community CPS's** registered office.

### 1.4 Replaceable Rules do not Apply

The replaceable rules in the *Corporations Act* do not apply.

### 1.5 Notices

- (1) This Rule applies to all notices and documents that the *Corporations Act* or this Constitution requires a party to this Constitution to send to another party to this Constitution.
- (2) In this Rule, **business day** means a day that is not:
  - (a) a Saturday or Sunday; or
  - (b) a public holiday or bank holiday in the place where the notice is received.
- (3) A person sending a notice must do so in writing and must address it to the recipient at the following respective addresses:
  - (a) if to **Community CPS** - at its registered office or such other address as **Community CPS** specifies to **members** from time to time; and
  - (b) if to a **member** - at the **member's** address appearing on the Register of Members from time to time.

**Note:** Subrule 3.3(3) deals with sending notices to joint members.

- (4) A person may send a notice or other document to another person in any of the ways set out in column 2 of the table. The other person receives the notice at the time set out in column 3:

Col. 1	Column 2	Column 3
	<b><i>Delivery Method</i></b>	<b><i>Time Person Receives Notice</i></b>
1	<b>Hand delivering the notice</b>	The other person receives the notice: <ul style="list-style-type: none"> <li>(i) if hand delivered before 4:00pm on a <b>business</b></li> </ul>

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	<b>personally</b>	<p><b>day</b> - on that <b>business day</b></p> <p>(ii) if hand delivered after 4:00pm on a <b>business day</b> - on the next <b>business day</b></p> <p>(iii) if hand delivered on a day other than a <b>business day</b> - on the next <b>business day</b></p>
<b>2</b>	<b>Sending the notice by pre-paid post</b>	The other person receives the notice on the third <b>business day</b> after posting unless it is actually delivered earlier
<b>3</b>	<b>Sending the notice by facsimile transmission</b>	<p>The other person receives the notice:</p> <p>(i) if sent before 4:00pm on a <b>business day</b> - on that <b>business day</b></p> <p>(ii) if sent after 4:00pm on a <b>business day</b> - on the next <b>business day</b></p> <p>(iii) if sent on a day other than a <b>business day</b> - on the next <b>business day</b></p> <p>This rule does not apply where the person sending the facsimile has evidence that the transmission was unsuccessful</p>
<b>4</b>	<b>Sending the notice by electronic means</b>	<p>The other person receives the notice:</p> <p>(i) if sent before 4:00pm on a <b>business day</b> - on that <b>business day</b></p> <p>(ii) if sent after 4:00pm on a <b>business day</b> - on the next <b>business day</b></p> <p>(iii) if sent on a day other than a <b>business day</b> - on the next <b>business day</b></p> <p>This rule does not apply where the person sending the notice by electronic means has evidence that the notice did not reach the other person's electronic address</p>

- (5) If a person sends a **member** a notice in accordance with this Rule, any person to whom that **member** transfers or transmits a share is taken to receive the notice when the first person sent the **member** the notice.

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## Division 2. - Objects & Limit on Powers

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### 2.1 Objects

**Community CPS** has the objects set out in Rule 2.3.

### 2.2 Customers Must be Members

**Community CPS** may only accept **deposits** from, or provide **financial accommodation** to, its **members** unless the deposits are made by or on behalf of former members prior to the cancellation of all authorities in relation to that membership. However, this Rule does not apply to the following persons who are not **members**:

- (1) bodies that do not have the power to acquire, or that the law prohibits from acquiring, the **credit union's** shares; or
- (2) **ADIs**;

### 2.3 Statement of Objects

**Community CPS** has the following objects:

- (a) to raise funds by subscription, **deposit** or otherwise, as authorised by the **Act** and *Banking Act 1959* (Cth);
- (b) to apply the funds in providing **financial accommodation** to **members**, subject to the **Act** and *Banking Act 1959* (Cth);
- (c) to encourage savings amongst **members**;
- (d) to promote co-operative enterprise;
- (e) to provide programs and services to **members** to assist them to meet their financial, economic and social needs;
- (f) to further the interests of **members** and the communities within which they work and live;
- (g) to assist and promote the growth of the Credit Union movement through co-operation with:
  - (i) other credit unions and co-operatives; and
  - (ii) associations of credit unions and co-operatives, locally and internationally.

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## Division 3. - Membership

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### 3.1 Admission to Membership

- (1) Subject to any other Rule allowing admission of **members**, **Community CPS** may admit a person as a **member** only if:
  - (a) the person makes a written application in a form **Community CPS** requires;
  - (b) the person applies for a **member share**; and
  - (c) the person pays in cash the **subscription price** for the **member share**.

**Note:** **Community CPS** may also admit a person as a **member** by registering a transfer or transmission of a **member share** to the person under Rule 7.3, Rule 8.1, Rule 8.2 or Rule 8.3.

- (2) The **board** has an absolute discretion in exercising **Community CPS's** power to admit **members** without any obligation to give a reason for not admitting a person as a **member**.
- (3) When **Community CPS** admits a person as a **member**, **Community CPS** must:
  - (a) issue the **member share** to the person;
  - (b) enter the person's particulars in the Register of Members as required by the **Act**, and
  - (c) give the person notice that it has admitted the person as a **member**.

### 3.2 Delegation of Power to Admit Members

- (a) The **board** may delegate its power to admit **members** and its power to reject an application for membership to officers of **Community CPS**. The delegation must not include authority to further delegate the power to admit **members**.

### 3.3 Joint Members

- (1) **Community CPS** may admit 2 or more persons eligible for admission under Subrule 3.3(1) as a joint **member** of **Community CPS**.
- (2) The persons constituting the joint **member** may determine the order in which their names appear in the Register of Members. If the persons constituting the joint **member** do not do so, **Community CPS** may determine the order in which their names appear in the Register of Members.
- (3) The person named first in the Register of Members is the primary joint **member**. **Community CPS** may duly send any notice, certificate or other document to the joint **member** by sending it to the primary joint **member**. Only the primary joint **member** is entitled to vote on behalf of the joint **member**.

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- (4) At any time, the joint **member** may give **Community CPS** a notice requiring **Community CPS** to change the primary joint **member** or otherwise change the order in which their names appear in the Register of Members. Each person constituting the joint **member** must sign the notice. **Community CPS** must change the Register of Members as soon as practicable after receiving the notice.
  - (5) Any person constituting a joint **member** may give an effective receipt for any dividend, distribution on winding-up or return of capital in relation to the joint **member's** share.
  - (6) **Community CPS** may accept **deposits** from, or provide **financial accommodation** to, the joint **member** or to any person constituting the joint **member**.
  - (7) The persons constituting a joint **member** are jointly and individually liable for any liability that the joint **member** may have in relation to the joint **member's** share.
  - (8) In this Constitution, the joint **member** is taken to be a person separate to the persons constituting the joint **member**.
  - (9) **Community CPS** is not bound to register more than 3 persons (not being the trustees, executors or administrators of a deceased member) as a joint member.
  - (10) On the death of any 1 of the joint members, the survivor or survivors are the only persons recognised by **Community CPS** as having any title to the share, but the directors may require such evidence of death as they see fit.

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## Division 4. - Termination of Membership

### 4.1 Removal of the Member's Name from the Register of Members

**Community CPS** can remove the **member's** name from the Register of Members if:

- (1) **Community CPS** redeems the **member's member share** under Rule 4.2, Rule 4.3 or Rule 4.4;
- (2) if the **member** is an individual - *the member*:
  - (a) dies;
  - (b) becomes a bankrupt and **Community CPS** registers the **member's** trustee in bankruptcy as the holder of the **member's member share** under Rule 8.2; or
  - (c) becomes mentally incapable and **Community CPS** registers the **member's** trustee or guardian as the holder of the **member's member share** under Rule 8.3;
- (3) if the **member** is a body corporate - the **member** is deregistered or dissolved; or
- (4) if the **member** is a trustee for an unincorporated association - **Community CPS** registers the transfer of the **member's member share** to another person who is to act as trustee for the unincorporated association;

**Note:** Rule 2.2 restricts **Community CPS** from accepting further **deposits** from, or providing further **financial accommodation** to, persons who cease to be **members**.

### 4.2 Member's Request for Termination

- (1) A **member** may request termination of membership but only upon withdrawing all **deposits** and repaying all **financial accommodation**.
- (2) If a **member** makes a request under Subrule (1), **Community CPS** must redeem the **member's member share** as soon as practicable after receiving the request. However, **Community CPS** may defer redeeming the **member's member share** until the **board** is satisfied that the **member** has withdrawn all **deposits** and repaid all **financial accommodation**.

### 4.3 Termination by Community CPS

- (1) **Community CPS** may redeem a **member's member share** by **board** resolution if:
  - (a) the **member** fails to discharge the **member's** obligations to **Community CPS**;
  - (b) the **member** is guilty of conduct that the **board** reasonably considers to be detrimental to **Community CPS**; or
  - (c) the **member** obtains membership by misrepresentation or mistake.

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- (2) Subject to Rule 4.3(4) **Community CPS** must give notice of the proposed resolution under Subrule (1) to the **member** at least 14 days before considering the proposed resolution.
  - (3) At the time the **board** considers the proposed resolution, the **member** is entitled:
    - (a) to be present and to be heard by the board; or
    - (b) to make written representations to the **board**.
  - (4) If the **member** is guilty of conduct that the **board** reasonably considers to be detrimental to **Community CPS**, then the membership may be immediately terminated by the **board**.
  - (5) On redeeming the **member share**, **Community CPS** may pay the amount payable on redemption of the **member share** to the **member** by either:
    - (a) sending a cheque to the **member's** address as set out in the Register of Members; or
    - (b) crediting any of the **member's** accounts with **Community CPS**, at the time the **member share** is redeemed.

#### 4.4 Termination Where Accounts Dormant

- (1) This Rule does not apply to a retirement savings account to the extent that the *Retirement Savings Account Act 1997* (Cth) provides otherwise.
- (2) **Community CPS** may:
  - (a) determine that the **member's** accounts are dormant; and
  - (b) redeem the **member's member share**,if the **member** has not initiated any transactions in relation to any account in the 12 month period (or such other period as the Board determines).
- (3) On redemption of the **member share**, **Community CPS** must pay the amount payable into the **member's** account.
- (4) If **Community CPS** redeems a person's **member share** under this Rule, the person may require **Community CPS** to reinstate the person's **deposit** accounts at any time before **Community CPS** pays the money in the **deposit** account in accordance with the relevant unclaimed money legislation. If the person requires **Community CPS** to reinstate the person's **deposit** accounts:
  - (a) **Community CPS** must reinstate the person's **deposit** accounts as soon as practicable; and
  - (b) if **Community CPS** has redeemed the **member's member share** - **Community CPS** must issue a **member share** to the person and may debit the **member's deposit** account for the subscription amount.

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## Division 5. - Issue of Shares

### 5.1 Classes of Shares

**Community CPS** may only issue member shares.

### 5.2 Board Power to Issue Shares

The **board** may exercise **Community CPS's** power to issue shares.

### 5.3 Restrictions on Issue of Member Shares

- (1) **Community CPS** must not issue:
  - (a) options to subscribe for **member shares**;
  - (b) securities that may be converted to **member shares**; or
  - (c) securities with pre-emptive rights to **member shares**.
- (2) **Community CPS** may only issue **member shares** in accordance with Subrule 3.1(3).
- (3) **Community CPS** may only issue 1 **member share** to any person except where the person is a trustee of an unincorporated association. **Community CPS** may issue to a trustee for an unincorporated association:
  - (a) 1 **member share** to the trustee in the trustee's own right; and
  - (b) 1 **member share** to the trustee as trustee for the unincorporated association.

**Note:** **Community CPS** can issue a **member share** to a person who already constitutes a joint **member**. See Rule 3.3.



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## Division 6. - Dividends

### 6.1 Payment of Dividends

- (1) The **board** may determine that **Community CPS** pay a dividend on shares to which a right to participate in dividends attaches and may determine:
  - (a) the amount of the dividend;
  - (b) the time for payment of the dividend; and
  - (c) the method of payment of the dividend.
- (2) The maximum dividend which may be paid in relation to **member** shares shall be determined by the **board** from time to time but shall not exceed the prescribed maximum.

### 6.2 Interest on Dividends

Interest is not payable on a dividend.

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## Division 7. - Transfer of Shares

### 7.1 Form of Share Transfer

A **member** wishing to transfer the **member's** share must use a share transfer that complies with the following requirements:

- (a) the share transfer is in writing; and
- (b) the share transfer is:
  - (i) in a form that the **board** approves; or
  - (ii) in any other usual or common form.

**Note:** Subrule 7.3(1) prevents **Community CPS** registering share transfers in some situations, even though the share transfer complies with the requirements set out in this Rule.

### 7.2 Ownership of Share Transfer

On receiving a share transfer (or a document that appears to be a share transfer), **Community CPS** becomes the owner of the share transfer and has a right to exclusive possession of the share transfer.

### 7.3 Registration of Share Transfer

- (1) **Community CPS** must not register a share transfer if:
  - (a) the terms of issue for the share prohibits the transfer of the share to the transferee;
  - (b) the share transfer is not in the form set out in Rule 7.1; or
  - (c) if the transfer of the share is dutiable - the share transfer is not duly stamped.
- (2) **Community CPS** may refuse to register a share transfer unless:
  - (a) the share is fully paid;
  - (b) **Community CPS** does not have a lien on the share;
  - (c) the transferor has executed the share transfer;
  - (d) the transferee has executed the share transfer;
  - (e) a certificate for the share accompanies the share transfer;
  - (f) the **board** has all information that it reasonably requires to establish the right of the transferor to transfer the share; and
  - (g) the **board** has all information that it reasonably requires to establish that the transferee agrees to be a **member** of **Community CPS**.

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- (3) The transferor of the share remains the holder of that share until **Community CPS** enters the transferee's name as holder of that share in the Register of Members.

#### **7.4 Powers of Attorney**

- (1) **Community CPS** may assume that a power of attorney authorising the attorney to transfer some or all of the **member's** share that a **member** appears to have granted:
- (a) is a valid and effective grant of the power it appears to grant; and
  - (b) continues in full force and effect.
- (2) **Community CPS** may rely on the power of attorney until it receives a notice informing it that:
- (a) the power of attorney has been revoked; or
  - (b) the **member** has died.

#### **7.5 Suspension of Registration**

The **board** may suspend the registration of share transfers at the times and for the periods it determines. The periods of suspension must not exceed 30 days in any 1 calendar year.

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## Division 8. - Transmission of Shares

### 8.1 Transmission of Shares on Death

- (1) If a **member** dies, and the **member** is not a joint member, **Community CPS** is not obliged to recognise anyone except the personal representative of the deceased **member** as being entitled to the deceased **member's** interest in the shares.
- (2) Despite Rule 8.1(1), on the death of a **member**, **Community CPS** may recognise another person who appears to **Community CPS** to be entitled to the deceased **member's** estate as being entitled to the deceased **member's** interest in the shares. The directors will determine the information that is reasonably required to establish the entitlement to the shares.
- (3) If the personal representative gives **Community CPS** the information it reasonably requires to establish an entitlement to be registered as holder of the **member's** shares, the personal representative may elect to:
  - (a) be registered as the holder of the shares; or
  - (b) apply to terminate the membership.
- (4) If a **member** dies and the **member** is a joint member, **Community CPS** will recognise only the survivor as being entitled to the deceased **member's** interest in the shares. The estate of the deceased **member** is not released from any liability in respect of the shares.

### 8.2 Transmission of Shares on Bankruptcy

If the trustee of a bankrupt **member's** estate gives **Community CPS** the information it reasonably requires to establish the trustee's entitlement to be registered as holder of the **member's** shares, the trustee may require **Community CPS** to register the trustee as holder of the **member's** shares.

### 8.3 Transmission of Shares on Mental Incapacity

If a person entitled to shares because of a **member's** mental incapacity gives **Community CPS** the information it reasonably requires to establish the person's entitlement to be registered as a holder of the **member's** shares:

- (a) the person may require **Community CPS** to register the person as holder of the **member's** shares; and
- (b) whether or not registered as the holder of the shares, the person has the same rights, obligations and restrictions as the **member**.

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## Division 9. - Holding Members' Meetings

### 9.1 Calling Meetings of Members

The **board** may call a **members'** meeting.

### 9.2 Proceedings at Members' Meetings

- (1) The quorum for a members' meeting is 25 members present in person.
- (2) If a quorum is not present within 30 minutes after the time for the **members'** meeting set out in the notice of meeting, the meeting is adjourned to the date, time and place the **board** specifies. If the **board** does not specify 1 or more of those things, the meeting is adjourned to:
  - (a) if the date is not specified - the same day in the next week;
  - (b) if the time is not specified - the same time; and
  - (c) if the place is not specified - the same place.

If no quorum is present at the resumed meeting within 30 minutes after the time for the meeting, the meeting is dissolved.

- (3) The chair of **members'** meetings is:
  - (a) the chair of meetings of the **board**; or
  - (b) if the chair of meetings of the **board** is not present or declines to act for the meeting (or part of it) - the deputy chair of meetings of the **board**.

If the chair or deputy chair of meetings of the **board** is not available within 30 minutes of the appointed start of the meeting, or declines to act, the **members** must elect an individual present to chair the meeting.

- (4) The Standing Orders in Appendix 2 apply to the conduct of debate at **members'** meetings.

### 9.3 Adjourning Meetings of Members

- (1) The chair of a **members'** meeting at which a quorum is present:
  - (a) may adjourn the meeting with the consent of the meeting by ordinary resolution; and
  - (b) must adjourn the meeting if directed by ordinary resolution.
- (2) **Community CPS** must give notice of an adjourned **members'** meeting if the adjournment is for 1 month or more.
- (3) The only business that an adjourned **members'** meeting may deal with is business unfinished at the **members'** meeting that was adjourned.

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## Division 10. - Voting at Members' Meetings

### 10.1 Voting

- (1) The manner of election of directors is governed by Appendix 3 to this Constitution. In relation to the voting for directors by the members, the rules in this Division are subject to Appendix 3 and, where inconsistent, the provisions in Appendix 3 apply.
- (2) A resolution put to the vote at a **members'** meeting must be decided on a show of hands unless a poll is demanded.
- (3) Before a **member's** meeting votes on a resolution, the chair must inform the meeting:
  - (a) how many valid proxy documents **Community CPS** has received; and
  - (b) if applicable, how the relevant valid proxies are directed to vote on the resolution.
- (4) The **members'** meeting passes an ordinary resolution only if more than half the total number of votes cast on the resolution are in favour of it.
- (5) The chair does not have a casting vote in addition to his or her deliberative vote.
- (6) The right of a member to vote is subject to provisions of Clause A1-3 of Appendix 1.

### 10.2 Voting on a Show of Hands

On a show of hands, the chair's declaration is conclusive evidence of the result, so long as the declaration reflects the show of hands. Neither the chair nor the minutes need to state the number or proportion of the votes recorded in favour or against the resolution. The minutes only need to record that the resolution was passed or not passed.

### 10.3 Voting on a Poll

- (1) A poll cannot be demanded on any resolution concerning the election of a person to chair the **members'** meeting.
- (2) A poll on the question of an adjournment must be taken immediately. The chair may direct when and the manner in which any other poll must be taken.
- (3) The **members'** meeting may conduct other business even though a poll is demanded on a resolution.

### 10.4 Body Corporate Representatives

- (1) A **member** that appoints a body corporate representative must give **Community CPS**:
  - (a) if the **member** appointed the representative by board resolution - a certified copy of the board resolution appointing the representative; and
  - (b) otherwise - a copy of the instrument appointing the representative,

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as soon as practicable after appointing the representative, and in any event before any **members'** meeting at which the representative may exercise the **member's** rights.

- (2) In addition to the rights and powers a **member's** representative may exercise under the **Act**, the representative may exercise the **member's** right to vote in a ballot to appoint **directors** by election.

## 10.5 Proxies

- (1) A **member** who is entitled to attend and cast a vote at a meeting of **Community CPS's** members may appoint a person as the **member's** proxy to attend and vote for the **member** at the meeting. The **member** appointing the proxy must be 18 years of age at the time of the appointment. The proxy need not be a **member**.
- (2) The **board** may determine the form of proxy document from time to time.
- (3) An appointment of a proxy is not invalid merely because it does not contain all the information required for a valid proxy appointment, so long as it contains:
  - (a) the **member's** name; and
  - (b) the proxy's name or the name of the office that the proxy holds.
- (4) A proxy does not have a right to vote on a show of hands.
- (5) If a **member** appoints the chair as the **member's** proxy and directs the chair to vote either in favour of or against the resolution, the chair must demand a poll on the resolution.
- (6) Unless **Community CPS** receives written notice of the matter before the meeting at which a proxy votes starts or resumes, the proxy's vote at that meeting will be valid if, before the proxy votes:
  - (a) the appointing **member** dies; or
  - (b) the **member** is mentally incapacitated;
  - (c) the **member** revokes the proxy's appointment;
  - (d) the **member** revokes the authority under which the proxy was appointed by a third party; or
  - (e) the **member** transfers the share in respect of which the **member** or a third party appointed the proxy.

## 10.6 Objections

An objection to the qualification of a voter:

- (1) may only be made at the **members'** meeting or adjourned **members'** meeting at which the vote objected to is cast; and
- (2) must be ruled upon by the chair whose decision is final.

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## Division 11. - Directors - Appointment & Vacation of Office

### 11.1 Number of Directors

**Community CPS** must have not less than five elected **directors**. The maximum number of **directors** shall be determined by the **board** from time to time.

### 11.2 Eligibility to be a Director

An individual is eligible to be a **director** if the person:

- (1) is a member;
- (2) has not had a personal representative or trustee appointed to administer the person's estate or property because of their mental incapacity;
- (3) is not otherwise disqualified from being a **director** by the **Act** or by the *Banking Act 1959*; and
- (4) meets the Community CPS policy requirement of fitness and propriety for **directors**.

### 11.3 Appointment by Members - Election

- (1) The **members** may appoint a person to be a **director** by election held under the provisions of Appendix 3 unless a **director** is appointed pursuant to clause 3-3(1) of Appendix 3.
- (2) If at any time the number of elected **directors** is less than the number of **appointed directors**, the board is to, as soon as reasonably practicable, convene a general meeting to elect additional **directors** to the **board**. The **members** may appoint a person to be a **director** by election held under the provisions of Appendix 3.

### 11.4 Appointment by Board – Appointed Directors

- (1) The **directors** may at any time appoint a person qualified to be a **director** to be an **appointed director**;
- (2) The maximum number of **appointed directors** to be appointed pursuant to Rule 11.4(1) is two(2), subject to there being, at the time of the appointment, a majority of elected **directors**;
- (3) The duration and other terms of an appointment made under this Sub-rule 11.4 are to be set by the **board**.
- (4) An **appointed director** need not be a **member** of **Community CPS**.

### 11.5 Appointment by Board - Casual Vacancies

- (1) The **board** may appoint a person to be a **director**, if for any reason, the number of **directors** is less than the maximum determined by the **board** pursuant to Rule 11.1.



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- (2) The **board** may only appoint a person who is eligible to be a **director** under Rule 11.2.
  - (3) The term of office for a **director** appointed to fill a casual vacancy ends at the end of the next AGM after the director's appointment.

#### 11.6 Appointment by Board – Executive Director

- (1) The board may appoint the person occupying the position of Chief Executive or equivalent position of **Community CPS** to be an **executive director** on such terms (including as to remuneration as the directors see fit). Rule 11.7 does not apply to the appointment of an **executive director**.
- (2) The **board** may only appoint a person to the position of **executive director** if the person is eligible to be a **director** under Rule 11.2.
- (3) The **board** may, upon terms and conditions and with any restrictions they see fit, confer on an **executive director** any of the powers that the **directors** can exercise.
- (4) The **board** may:
  - (a) revoke an appointment of an **executive director**, or
  - (b) vary any of the powers conferred on the **executive director**
- (5) The appointment of an **executive director** is not required to be ratified by the **members**.

#### 11.7 Term of Office

- (1) Subject to the **Act** and the rotation provisions in this Rule, a **director's** term of office:
  - (a) starts at the end of the AGM at which the **director's** election is announced; and
  - (b) ends at the end of the third AGM after the AGM at which the **director's** election is announced.
- (2) If the number of **directors** that **members elect** is more than a third of the number of **directors** on the **board** in Rule 11.1:
  - (a) the term of office for the third of the **board** that receives the most votes at the election, ends at the end of the third AGM after the AGM at which the **directors'** election is announced; and
  - (b) the term of office for the remainder ends at the end of the second AGM after the AGM at which the **directors'** election is announced.

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(3) For purposes of Subrule (2), only:

- (a) if the number of **directors** on the **board** is not divisible by 3 - round fractions up to the nearest whole number in determining how many **directors** there are in a third or in two thirds of the **board**; and
- (b) if 2 or more **directors** have the same number of votes - the order of retirement amongst them is determined by lot.

#### 11.8 Automatic Vacation of Office

The office of a **director** automatically becomes vacant if the **director**:

- (1) dies;
- (2) ceases to be eligible to be a **director** under Rule 11.2;
- (3) is absent from 3 consecutive ordinary meetings of the **board** without leave; or
- (4) is 3 months in arrears in relation to money due to **Community CPS** and has failed to make arrangements for payment satisfactory to **Community CPS**.

Neither the **board** nor the **general meeting** may waive the operation of this Rule.

#### 11.9 Resignation

- (1) A **director** may resign by giving **Community CPS** notice of the **director's** resignation.
- (2) The **director's** office becomes vacant:
  - (a) if the notice of resignation specifies a date of resignation - on the date of resignation; or
  - (b) otherwise - on the date **Community CPS** receives the notice of resignation.

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## Division 12. - Directors' Powers

### 12.1 Powers and Duties of the Board

The **board**:

- (a) manages **Community CPS's** business; and
- (b) may exercise all the powers of **Community CPS** except any powers that the **Act** or this Constitution expressly allocates to the **general meeting**.

### 12.2 Negotiable Instruments

The **board** may authorise a person or persons to sign, draw, accept, endorse or otherwise execute negotiable instruments for **Community CPS**. The **board** may authorise the application of signatures to negotiable instruments by machine or other facsimile method.

### 12.3 Delegation

- (1) The **board** may delegate any of its powers to any committee or any other person or persons, subject to Rule 3.2. The **board** may permit the delegate to sub-delegate any powers delegated to them.
- (2) The **board** must establish policies for the guidance of delegates in the exercise of any powers so delegated.
- (3) Without limiting its powers, the **board** may appoint a person to be **Community CPS's** attorney for purposes, with powers (being the **board's** powers), for the period and on terms the **board** determines. In particular, the power of attorney may:
  - (a) include terms protecting persons dealing with the attorney, as the **board** determines; and
  - (b) authorise the attorney to delegate any or all of the attorney's powers.

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## Division 13. - Directors' Meetings

### 13.1 Calling and Conduct of Board Meetings

- (1) A **director** or the secretary (upon the authority of a **director**) may call a **board** meeting by giving reasonable notice to every other **director**. Subject to Rule 13.5 and Rule 13.6 the **board** meeting must take place at the registered office of **Community CPS** unless a majority of **directors** otherwise agree; and
- (2) The **board** may meet, adjourn and otherwise regulate its meetings as it thinks fit.

### 13.2 Quorum of Board

- (1) The quorum for a **board** meeting is one half the maximum number of **directors** or such other number as the **board** determines and the quorum must be present at all times during the meeting.
- (2) If, at any time, the number of **directors** is less than the quorum:
  - (a) the **board** may meet only for the purpose of filling any casual vacancies or for calling a general meeting of **members**; and
  - (b) the **board** may conduct business by circulating resolution under Rule 13.5.

### 13.3 Chair of Board

- (1) The **board** may appoint a **director** to chair its meetings. The **board** may determine the period for which the director is to be the chair. The **board** may remove the chair from the position of chair at any time.
- (2) The **board** must elect a **director** present to chair a meeting (or part of it) if:
  - (a) a **director** has not already been appointed to chair the meeting; or
  - (b) a previously appointed chair is not available, or declines to act, for the meeting (or part of it).

### 13.4 Passing of Directors' Resolutions

- (1) A resolution of the **board** must be passed by a majority of the votes cast by **directors** entitled to vote on the resolution.
- (2) The chair has a casting vote in addition to his or her deliberative vote.

### 13.5 Circulating Resolutions

- (1) The **board** may pass a resolution without a **board** meeting if all 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.
- (2) Separate copies of a document may be used for signing by different **directors** if the wording of the resolution and statement is identical in each copy.

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- (3) The resolution is passed when the last **director** signs.

### 13.6 Committees of Directors

- (1) The **board** may establish one or more committees consisting of such number of **directors** as the **board** thinks fit.
- (2) The members of a committee may appoint one of their number as chair of their meetings.
- (3) Subject to any restrictions that the **board** imposes, a committee may meet, adjourn and otherwise regulate its meetings as it thinks fit.
- (4) Questions arising at a meeting of a committee are to be determined by a majority of votes of those present and voting.
- (5) The chair does not have a casting vote in addition to his or her deliberative vote.

### 13.7 Technology Meeting of Directors

- (1) A directors' meeting may be held using telephone or, if consented to by all directors, other technology. The consent may be a standing one. A director may only withdraw the consent within a reasonable period before the meeting.
- (2) If a directors' meeting is held using any technology and all the directors take part in the meeting, they must be treated as having consented to the use of the technology for that meeting.
- (3) The following provisions apply to a technology meeting:
- (a) each of the directors taking part in the meeting must be able to hear and be heard by each of the other directors taking part in the meeting; and
  - (b) at the commencement of the meeting each director must announce his or her presence to all the other directors taking part in the meeting.
- (4) A director is conclusively presumed to have been present and to have formed part of a quorum at all times during a technology meeting unless that director has previously obtained the express consent of the chair to leave the meeting.

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## Division 14. - Conflicts of Interest

### 14.1 Director Not in Breach if Acts in Matters Relating to Director's Interests

- (1) Except where permitted by the **Act** a **director** who has a material personal interest in a matter that is being considered at a meeting of directors:
  - (a) must not be counted in a quorum;
  - (b) must not vote on the matter; and
  - (c) must not be present while the matter is being considered at the meeting.
- (2) This Rule applies if:
  - (a) a **director** has an interest or duty in relation to a matter that is not a **material personal interest**, or
  - (b) if a **director** with a **material personal interest** in relation to **Community CPS's** affairs:
    - (i) complies with the requirements of the **Act** in relation to disclosure of the nature and extent of the interest and its relation to **Community CPS's** affairs before acting in a matter that relates to the interest; and
    - (ii) may be present and vote on the matter under the **Act**.
- (3) The **director** is not in breach of his or her duties to **Community CPS** merely because he or she acts in matters that relate to the **director's** interest.
- (4) The **director** may vote on matters that relate to the **director's** interest.
- (5) In relation to any transactions that relate to the **director's** interest:
  - (a) the transactions may proceed;
  - (b) the **Community CPS** cannot avoid the transactions merely because of the **director's** interest; and
  - (c) the **director** may retain benefits under the transactions despite the **director's** interest.

### 14.2 Director Not in Breach if Does Not Act in Matters Relating to Director's Interests

- (1) This Rule applies if a **director** with a **material personal interest** in relation to a matter:
  - (a) complies with the requirements of the **Act** in relation to disclosure of the nature and extent of the interest and its relation to **Community CPS's** affairs; but
  - (b) must not be present and vote on the matter under the **Act**.

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- (2) The **director** is not in breach of duty to **Community CPS** merely because he or she does not act in relation to the matter.
  - (3) The **board** may vote on matters that relate to the **director's** interest in the **director's** absence.
  - (4) In relation to any transactions that relate to the **director's** interest:
    - (a) the transactions may proceed;
    - (b) **Community CPS** cannot avoid the transactions merely because of the **director's** interest; and
    - (c) the **director** may retain benefits under the transactions despite the **director's** interest.

### 14.3 Execution of Instruments

A **director** may participate in the execution of an instrument for **Community CPS**, regardless of any interest or duty that the **director** may have:

- (1) whether or not the **director** has complied with the requirements of the **Act** in relation to disclosure of the nature and extent of the interest and its relation to **Community CPS's** affairs; and
- (2) whether or not the **director** may be present and vote in relation to the execution of the instrument under the **Act**.

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## Division 15. - Remuneration, Indemnity and Insurance

### 15.1 Remuneration of Directors

- (1) In any financial year for **Community CPS**, the **directors** remuneration may not exceed the aggregate amount that the **general meeting** determines for that year.
- (2) The **board** may determine the allocation of the aggregate amount of remuneration among the **directors**. If the **board** does not determine the allocation, the aggregate amount of remuneration must be allocated equally among the **directors**.
- (3) The **directors'** remuneration accrues daily from the day that the **general meeting** approves the remuneration to the day that the **general meeting** next determines the **directors'** remuneration.
- (4) The expression "remuneration" in Rule 15.1 does not include any amount which may be paid by **Community CPS** under Rule 15.2

### 15.2 Travelling Expenses and Insurance

In addition to any remuneration to which a **director** may be entitled, **Community CPS** may also pay:

- (1) the **directors'** travelling and other expenses that they properly incur:
  - (a) in attending **board** meetings or any meetings of committees of **directors**; and
  - (b) in attending any **members'** meetings; and
  - (c) otherwise in connection with **Community CPS's** business; and
- (2) subject to the **Act**, insurance premiums for a contract that insures the **director** against liabilities that the **director** incurs as an officer of **Community CPS**.

### 15.3 Indemnities for Officers and Former Officers

- (1) In this Rule **indemnified person** means an officer or agent, or former officer or agent, of **Community CPS**.
- (2) To the extent that the **Act** permits:
  - (a) **Community CPS** must indemnify an **indemnified person** against any liability that the **indemnified person** incurs in conducting **Community CPS's** business or exercising **Community CPS's** powers as an officer or agent of **Community CPS**; and
  - (b) **Community CPS** may indemnify, agree to indemnify or enter into (and pay premiums on) a contract of insurance in relation to an **indemnified person** or any other person.
- (3) The indemnity in paragraph (2)(a) applies in relation to an **indemnified person** for all incidents occurring during the period that person is an officer or agent of **Community**



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**CPS**, even though a claim is made against the *indemnified person* after they have ceased to be an officer or agent of **Community CPS**.

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## Division 16. - Administration

### 16.1 Seal

- (1) The **board** is to provide for the safe custody of the seal.
- (2) The seal is to be used only by the authority of the **directors**.
- (3) The **board** may authorise:
  - (a) 2 **directors**; or
  - (b) a **director** and a **secretary**; or
  - (c) such other persons as the board appoints,

to witness the affixing of the seal on a document of a class specified in the resolution.

### 16.2 Secretary

Subject to Rule 16.3, the **board** may determine a **secretary's** terms of appointment, powers, duties and remuneration. At any time, the **board** may vary or revoke a determination, or an appointment, whatever the terms of the appointment.

### 16.3 Resignation of Secretary

- (1) A **secretary** may resign by giving **Community CPS** notice of the **secretary's** resignation.
- (2) The **secretary's** office becomes vacant:
  - (a) if the notice of resignation specifies a date of resignation - on the date of resignation; or
  - (b) otherwise - on the date **Community CPS** receives the notice of resignation.

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## - Shares

### A1-1 Subscription Price

The **subscription price** for a **member share** is \$10.00.

### A1-2 Rights, Obligations and Restrictions Attaching to Member Shares

- (1) The following rights attach to each **member share**:
  - (a) the right to vote on the terms set out in clause A1-3;
  - (b) the right to participate in dividends on the terms set out in clause A1-4;
  - (c) the right to participate in the distribution of profits or assets on a winding-up on the terms set out in clause A1-5; and
  - (d) the right to redeem the **member shares** on the terms set out in clause A1-6.
- (2) Subject to Subclause (3), a **member's share** may not be transferred.
- (3) A trustee for an unincorporated association may transfer the **member share** that they hold as trustee for the unincorporated association to another person who is to act as trustee for the unincorporated association.
- (4) **Community CPS** may issue more **members shares** at any time. This issue of more **member shares** does not vary the rights attached to **member shares** that the **Community CPS** has already issued.

**Note:** For the holder of a **member share's** entitlement to make **deposits** with, and receive **financial accommodation** from **Community CPS**, see Rule 2.2 and Subrule 3.1(3).

### A1-3 Voting Rights

- (1) Subject to Clause A1-3(3), holders of **member shares** may participate and vote:
  - (a) at a **members'** meeting;
  - (b) at a meeting of the class of holders of **member shares**; and
  - (c) in a ballot to appoint **directors** by election.
- (2) At a **members'** meeting or a meeting of the class of holders of **member shares**, whether on a poll or a show of hands:
  - (a) each holder of **member shares** has one (1) vote regardless of the number of shares held;
  - (b) a member who is a minor has no vote; and

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- (c) despite subparagraph (a), a representative of a body corporate can vote both as a member and as a representative of the body corporate.

For the purposes of this clause whether a member is a minor is to be determined as at the date of the relevant general meeting.

- (3) A holder of a member share may only vote if that person has been a member of **Community CPS** for a period of 6 months preceding the date of the **general meeting**.

#### **A1-4 Dividend Entitlements**

- (1) A holder of a **member** share has a right to participate in any dividend that Community CPS pays only if the **general meeting** approves the payment of the dividend on **member shares**.
- (2) Each **member share** carries a right to participate in dividends on an equitable basis with every other **member share**.

#### **A1-5 Distribution on Winding-Up**

- (1) On a winding-up of **Community CPS** the holder of a **member share** is entitled:
  - (a) to payment of the **subscription price** for the **member share** when the **member** subscribed for the **member share**; and
  - (b) if any assets remain after the payments in paragraph (a) - to any surplus assets of **Community CPS** on an equitable basis with other holders of a **member share**.
- (2) Each **member share** carries a right to participate in surplus assets on an equitable basis with every other holder of a **member share**.
- (3) **Community CPS** may offset against the amount payable under this clause:
  - (a) any amount unpaid on the **member share**; and
  - (b) any other amount payable by the **member** to **Community CPS**.
- (4) The entitlements of holders of **member shares** to payment on winding-up are subject to any preferred entitlements to payment on winding-up that holders of any other class of shares may have.

#### **A1-6 Redemption of Member Shares**

- (1) **Community CPS** may redeem a **member share** only if the following conditions are satisfied:
  - (a) either:

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- (i) the **member** has given **Community CPS** notice requesting termination of the **member's** membership of **Community CPS** under Rule 4.2;
    - (ii) the **board** has resolved to terminate the **member's** membership of **Community CPS** under Rule 4.3; or
    - (iii) the **board** has determined that the **member's deposit** accounts with **Community CPS** are dormant under Rule 4.4;
  - (b) **Community CPS** can redeem the **member share** out of:
    - (i) the profits of **Community CPS**; or
    - (ii) the proceeds of a new issue of shares made for the purpose of the redemption.
  - (2) On redemption, **Community CPS** must pay the **member** an amount equal to the **subscription price** for the **member share** when the **member** subscribed for the **member share** less any amount unpaid on the **member share**.
  - (3) On redemption, the **member shares** are cancelled.
  - (4) This Rule does not affect the terms on which **member shares** may be cancelled under a reduction of capital or a share buy-back under Part 2J.1 of the **Act**.

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## – Standing Orders

### A2-1 Time Limits for Speakers

- (1) The mover of a motion may speak for no more than 5 minutes.
- (2) Subsequent speakers may speak for no more than 5 minutes.
- (3) The mover of the motion may reply for no more than 5 minutes.
- (4) The meeting is free to extend the time a speaker may speak.

### A2-2 Amendment

- (1) A substantive amendment cannot be made to any motion without the required notice being given to members of **Community CPS**.
- (2) An amendment that is merely procedural can be made at a meeting of members.
- (3) On an amendment being proposed to an original motion, no second amendment may be considered until the first amendment has been dealt with.
- (4) An amendment, when carried, displaces the original motion and becomes the motion to which any further amendment may be moved.
- (5) If the amendment is not carried, then further amendments to the original motion may be considered.

### A2-3 Speakers

- (1) The mover of an original motion has a right of reply.
- (2) The mover of an amendment does not have a right of reply.
- (3) Otherwise, a **member** may speak only once on the same question except to raise a point of order or, with the consent of the chair of the meeting, to give an **explanation**.

### A2-4 Motions to be in Writing

Every motion and every amendment to a motion must be submitted in writing as and when the chair of the meeting requests.

### A2-5 Closure of Debate

- (1) Debate on a motion or an amendment may be brought to a close by a resolution 'that the question be now put'.
- (2) The motion 'that the question be now put' must be put to the meeting without debate.

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## – Election of Directors

### A3-1 Election

- (1) An election of **directors** at the AGM is held by postal ballot to which the provisions of this Division apply.

### A3-2 Nominations

- (1) The **board** must give **members** a notice calling for **members** to nominate candidates not less than 56 days before the AGM. The **board** may give this notice, in addition to any of the methods allowed in Subrule 1-5, by advertisement:
  - (a) at **Community CPS's** offices; or
  - (b) in newspapers.
- (2) Nominations close not less than 35 days before the AGM (not less than 14 days after nominations are called for).
- (3) 2 **members** together have the right to nominate a **candidate**. To nominate a **candidate**, the 2 **members** must give **Community CPS** a notice of nomination before nominations close. The notice of nomination must:
  - (a) declare that the **candidate** is eligible to be a director under Rule 11.2; and
  - (b) be signed by the nominating **members** and the **candidate**.

### A3-3 Proceeding with Election

- (1) If the number of **candidates** for election as **directors** is equal to or less than the number of vacancies on the **board**, the chair of the **AGM** must declare those candidates to be duly appointed as **directors**.
- (2) The election process otherwise set out in this Appendix is discontinued.
- (3) If the number of candidates for election as directors is greater than the number of vacancies on the **board**, a ballot must be held for the election of the new **directors**.

### A3-4 Appointment of Returning Officers

- (1) The **board** must appoint a returning officer, who may appoint assistant returning officers, none of whom can be an officer of **Community CPS** or a **candidate**.
- (2) The **secretary** must prepare and give the returning officer a roll of **members eligible to vote as at the day before the close of nominations**.

### A3-5 Appointment of Scrutineer

- (1) A **candidate** may appoint a scrutineer.
- (2) The duties and responsibilities of scrutineers are:

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- (a) to observe the sorting, counting and recording of ballot papers;
  - (b) to ensure that the votes of unrejected ballot papers are correctly credited to the appropriate **candidates**; and
  - (c) to raise any query with the returning officer regarding any of the ballot papers.

#### **A3-6 Ballot Papers**

- (1) After nominations have closed, the returning officer must prepare ballot papers for the election.
- (2) The order in which the **candidates** appear on the ballot paper is to be determined by the returning officer by lot.
- (3) The returning officer must ensure some authenticating mark appears on each ballot paper before issuing them to the **members** at the AGM.

#### **A3-7 Postal Vote**

- (1) The returning officer must send to each **member** at least 21 days before the AGM:
  - (a) a ballot paper;
  - (b) an unsealed envelope, called the “Outer Envelope” addressed to the returning officer, the reverse of which bears at least the following information (but may be required by the board to include additional details):
    - (i) name of the member; and
    - (ii) signature of member or corporate member’s representative
  - (c) a smaller plain envelope, called the “Inner Envelope, in which the **member** must enclose its completed ballot papers.
- (2) The returning officer must send ballot papers to each member at the address shown in the Register of Members for the purposes of giving notices.
- (3) A member exercising a right to vote must:
  - (a) first complete the ballot papers in accordance with this Constitution;
  - (b) secondly, place the ballot papers in the Inner Envelope; and
  - (c) thirdly, place the Inner Envelope in the Outer Envelope, complete the Outer Envelope and return it by post to the returning officer.
- (4) A **member** must ensure that the returning officer receives the **member’s** ballot papers by 4.00pm on the day fixed for the closing of the ballot.
- (5) Any ballot paper that the returning officer receives after the ballot closes is informal.



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- (6) A **member** who does not receive the **member's** ballot papers or who spoils them must give the returning officer a declaration to that effect. The returning officer must then send duplicate ballot papers to that **member**.

#### **A3-8 Closure of the Ballot**

The ballot closes at least 7 days before the AGM.

#### **A3-9 Procedures After Close of the Ballot**

- (1) As soon as practicable after the ballot closes, the returning officer must ensure that the ballots are dealt with as follows:
- (a) supervise the scrutinising of the ballot papers and reject informal ballot papers;
  - (b) count the votes;
  - (c) sign a declaration of the ballot as to the:
    - (i) names of the **candidates** elected as **directors**;
    - (ii) votes cast for each **candidate**; and
    - (iii) number of votes rejected as informal; and
  - (d) deliver the declaration to the **secretary**.
- (2) A ballot paper is informal if:
- (a) it is not authenticated by the returning officer; or
  - (b) it has no vote indicated on it or it does not indicate the **member's** preference for a **candidate**; or
  - (c) it has indicated a vote for more or less than the prescribed number of **candidates** to be elected.
- (3) The **returning officer** must report the results of the ballot at the AGM.
- (4) If a **member** gives **Community CPS** a written request, **Community CPS** must make available to any **member** a copy of the returning officer's declaration of the ballot.
- (5) The returning officer must destroy the ballot papers three months after the declaration of the ballot.

#### **A3-10 Voting System**

- (1) The **candidates** with the highest number of votes in accordance with the number of vacancies are appointed as **directors**.
- (2) If 2 or more **candidates** have the same number of votes, the **candidate** appointed as a **director** is determined by lot.

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### A3-11 Irregularity in the Conduct of an Election

- (1) The **candidates** that the returning officer declares to have been appointed are appointed unless the **secretary** receives an objection to the ballot within 7 days of the **AGM**.
- (2) If the **board** is of the opinion that the objection is reasonable, it may resolve to declare the returning officer's declaration void.
- (3) The returning officer must then conduct a further scrutiny in accordance with the Constitution the results of which prevail unless the **board** resolves to call a new poll by a unanimous resolution of all **directors** other than those appointed as a result of the ballot to which the objection relates.