



# AUSTRALASIA PACIFIC PLAY THERAPY ASSOCIATION

## **Constitution**

### **Australasia Pacific Play Therapy Association Ltd**

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An Australian Public Company Limited By Guarantee

Adopted by Special Resolution of the Members at Members Meeting held on **21<sup>st</sup> June 2022**

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# Constitution

## Australasia Pacific Play Therapy Association Ltd

### Part 1 - Preliminary

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#### 1 Definitions and interpretation

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##### 1.1 Defined terms

In this Constitution, words beginning with a capital letter that are defined in Part 1 of **Schedule 1** have the meaning ascribed to them in that schedule.

##### 1.2 Interpretation

The interpretational rules contained in Part 2 of **Schedule 1** apply in the interpretation of this Constitution.

#### 2 Name

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The name of the Company is 'Australasia Pacific Play Therapy Association Ltd' trading as 'Australasia Pacific Play Therapy Association' (ABN 12 134 859 171).

#### 3 Replaceable Rules

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The Replaceable Rules contained in the Act do not apply to the Company.

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## **Part 2 – Objects, Powers, Property and Winding Up**

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### **4 Objects**

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#### **4.1 Preamble to Objects**

The Company is a not-for-profit public company limited by guarantee focused on promoting and enhancing the image of, and supporting professionals who work in, the field of professional play therapy practice, which consists of trained play therapists who utilise the power of play, within a therapeutic relationship, to relieve suffering, prevent or resolve emotional and behavioural difficulties and achieve optimal growth and development of children.

#### **4.2 Objects of the Company**

The Objects of the Company are to:

- (1) provide regulation and governance of the play therapy profession in Australia and support sub-branches throughout the Asia Pacific region;
- (2) work towards the professionalisation and recognition of play therapy in Australia and the Asia Pacific region;
- (3) maintain a register of its Members;
- (4) support Members by facilitating professional networks;
- (5) advocate within the community for play therapy as a developmentally appropriate and evidenced based treatment for children and families;
- (6) support evidence-based education and research;
- (7) provide accreditation for degrees in play therapy at university level;
- (8) work towards industry standards for endorsing play therapy training and continuing professional education;
- (9) raise the awareness of the benefits and limitations of play therapy for children, parents, professionals and the community; and
- (10) provide a means of liaison and a communication channel between Members and kindred organisations in Australia and overseas.

### **5 Power and restrictions**

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#### **5.1 Powers**

- (1) The Company has:

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- (a) the powers of an individual; and
  - (b) the powers of a Company limited by guarantee under the Act.
- (2) The powers conferred on the Company must only be used in accordance with, or for a purpose incidental to, the Company's Objects.

## **5.2 Restriction on activity**

- (1) The Company must not engage in any activity that is not related or incidental to the Objects.
- (2) In the exercise of any power or function either under this Constitution or generally, all officers of the Company must act in the pursuit and furtherance of the Objects.

## **6 Application of income and property – non-profit**

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- (1) The income and property of the Company must be applied solely towards the pursuit and furtherance of the Objects.
- (2) No portion of the income and property of the Company will be paid or transferred, directly or indirectly, by way of dividend, bonus or any other means of profit to any Member except as:
- (a) payment in good faith, of reasonable and proper remuneration to any Member, in return for any services actually rendered to the Company;
  - (b) payment in return for any services actually rendered, or goods supplied, to the Company in the ordinary and usual course of the relevant Member's business; or
  - (c) repayment of out of pocket expenses reasonably incurred by a Member on behalf of the Company.

## **7 Winding up**

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If:

- (1) the Company is wound up or dissolved;
- (2) all debts and liabilities of the Company are satisfied; and
- (3) there is some property of the Company remaining,

then that property will not be paid to or distributed amongst the then current Members of the Company, but will be given or transferred to some other entity within Australia:

- (1) that has similar objects to the Objects of the Company; and

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- (2) whose constitution prohibits the distribution of its income and property amongst its members.
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## Part 3 – Membership

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### 8 Members

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#### 8.1 Membership

- (1) The Company has the following classes of membership:
  - (a) Registered Play Therapist Supervisor.
  - (b) Registered Play Therapist.
  - (c) Provisional Play Therapist.
  - (d) Student Play Therapist.
  - (e) Adjunct.
  - (f) Affiliate / Organisation.
- (2) The Board may from time to time:
  - (a) establish new classes of membership and determine the credentials, eligibility criteria and privileges attaching to those classes of membership; and/or
  - (b) change the existing classes of membership and the credentials, eligibility criteria and privileges attaching to those classes of membership (which may include abolishing a class of membership).

#### 8.2 Application for membership

- (1) Every applicant for membership of the Company (which includes Members who are applying to change their existing class of membership) must make an application for that membership in writing addressed to the Registrar.
- (2) When making an application referred to in paragraph (1), the applicant must pay the non-refundable Administration Fee. The Board will not consider an application unless and until the Administration Fee has been paid.
- (3) All applications for membership will be considered by the Board within a reasonable time after receipt.
- (4) Every applicant must supply documents and other information requested by the Company to assess the Members credentials and satisfaction of eligibility criteria for a class of membership. This includes, but is not limited to, the provision of a statutory declaration from an applicant attesting to certain matters on their good fame and character such as (but not limited to) not having being convicted or accused of criminal activity and that they are mentally fit and capable of fulfilling their obligations.



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- (5) Subject to the Act, the Board may impose such conditions of the membership of the applicant as it thinks fit.

### **8.3 Approval of application**

- (1) The Board is empowered to determine the outcome of a particular membership application and to provide reasons for its determination at its absolute discretion.
- (2) If the Board reject an application:
- (a) the Registrar must write to the applicant as soon as possible to confirm that the applicant's application has been rejected; and
  - (b) the applicant will not be refunded the Administration Fee.
- (3) If an application for membership is approved, the Registrar must:
- (a) confirm in writing to the applicant that the application has been approved; and
  - (b) request payment of the First Annual Membership Fee (in full or otherwise at the absolute discretion of the Board) by the applicant.
- (4) Upon payment of the First Annual Membership Fee, the applicant becomes a Member (and their details will be entered in the register of Members) provided that such payments are made within one (1) calendar month after the date of a notice issued under paragraph (2). If payment is not made within that time, the Board's approval of the application for membership will lapse.
- (5) The Board, in its discretion, may withdraw its approval of an application for membership at any time before the applicant becomes a Member under paragraph (4) by notice in writing to that effect to the applicant. The Board is not required to give any reason for its decision concerning the withdrawal of its approval.

### **8.4 Renewals and audits**

- (1) All Members must apply for renewal of Membership each year in accordance with the directions and requests of the Company from time to time, which includes:
- (a) the payment of membership fees in accordance with clause 9.1; and
  - (b) the supply of documents and other information requested by the Company to assess the Members credentials and satisfaction of eligibility criteria for a class of membership, including those matters addressed at clause 8.2(4).
- (2) The Company may, at any time and in the manner it thinks fit, audit a Members credentials and satisfaction of eligibility criteria for a class of

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membership. A Member must comply with the reasonable directions and requests of the Company if subjected to an audit.

- (3) If an audit of a Member reveals that a Member does not meet the required credentials and/or satisfy the eligibility criteria for a class of membership, the Member will be in breach of this Constitution.

## **8.5 Patrons**

- (1) The Board may appoint and remove any person as a patron or any other honorary title-holder of the Company on any terms the Board thinks fit.
- (2) A patron (or other honorary title-holder) may, in the discretion of the Board be given the right to:
  - (a) attend and speak (but not vote) at any Members Meeting and be given notice of the meeting as if they are a Member; and
  - (b) receive accounts of the Company where available to Members.

## **9 Liability of Members**

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### **9.1 Membership fees**

- (1) Annual Fees will become due and payable on 1 January each year or at such other time as the Board determines.
- (2) The Board may by resolution:
  - (a) impose new membership fees on Members; or
  - (b) increase or decrease the then current membership fees payable by Members.

### **9.2 Failure to pay Annual Fee**

- (1) If a Member:
  - (a) does not pay their Annual Fee within a period of three (3) calendar months after it becomes due, then the Member will be immediately liable to pay the Late Fee in addition to the outstanding Annual Fee; and
  - (b) if the Member does not pay their Annual Fee and Late Fee within one (1) calendar month of becoming liable under paragraph (a), the Board may declare that the Member has ceased to be a Financial Member of the Company, regardless of whether the Member has received notice requiring payment.

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- (2) Subject to paragraph (3), the Board may, but is not obliged to, declare a Member who is subject to a declaration under paragraph (1)(b) to be a Financial Member once they have paid all amounts owing to the Company.
  - (3) If the Annual Fee and Late Fee of a Member remains unpaid for a period of six (6) calendar months after the Annual Fee became due and payable, the Board may cancel the membership of that Member by notice in writing to that effect to the Member.

### **9.3 Members contribution on winding up**

- (1) The liability of the Members is limited as set out in this clause 9.3.
- (2) If the Company is wound up then each current Member, plus any person that ceased to be a Member within twelve (12) months of the winding up, must contribute:
  - (a) to the property of the Company for payment of the debts and liabilities of the Company incurred:
    - (i) in the case of then current Members, before the winding up; or
    - (ii) in the case of a person that ceased to be a Member within twelve (12) months of the winding up, before they ceased to be a Member; and
  - (b) to the costs, charges, and expenses incurred in relation to the winding up,

provided that the amount of any such contribution required to be made by a Member will not exceed **one hundred dollars (\$100.00)**.

## **10 Obligations of Members**

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In addition to any obligations imposed on them under the Act and/or this Constitution, each Member is subject to, and must comply with, the following obligations:

- (1) To keep strictly confidential and not to use or disclose any Company reports, data, submissions or other information prepared by or for the Company. This obligation is subject to the following exceptions:
  - (a) where the Company consents to the disclosure;
  - (b) where the disclosure is made to professional advisers (including legal and financial advisers) of the Member who are subject to a duty of confidentiality; or
  - (c) where the disclosure is required by law.

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- (2) Not to engage in any conduct (either by making statements or otherwise) that would materially harm or prejudice the ability of the Company to achieve the Objects.
  - (3) Not to engage in any conduct (either by making statements or otherwise) that would bring the Company into disrepute.

## **11 Cessation of Membership**

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### **11.1 Cessation of membership**

A person will cease to be a Member upon:

- (1) death;
- (2) being wound up, dissolved or deregistered (for an incorporated Member);
- (3) resigning as a Member via written notice addressed to the Registrar; or
- (4) being expelled or terminated in accordance with the provisions contained within this Constitution.

### **11.2 Resignation**

- (1) A Member may resign their membership of the Company at any time by giving notice in writing to the Registrar.
- (2) If a Member resigns their membership, they must still pay:
  - (a) any Annual Fee and/or Late Fee (plus any arrears) due and unpaid at the date of their resignation;
  - (b) any other money they owe the Company for any reason; and
  - (c) any other amount for which they may become liable under this Constitution.
- (3) If a Member resigns they are not entitled to a refund of any money paid by them to the Company prior to their resignation.

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## Part 4 – Disputes and Discipline

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- (1) The dispute resolution procedure that applies to disputes and disagreements (under this Constitution or otherwise) between a Member or a Director and:
  - (a) one (1) or more Members;
  - (b) one (1) or more Directors; or
  - (c) the Company,

will be in accordance with the by-laws or regulations of the Company in place from time to time and which, for the avoidance of any doubt, must be complied with as if they were part of this Constitution.

- (2) The Board may resolve to warn, suspend, expel from the Company or take other disciplinary action against a Member in accordance with the by-laws or regulations of the Company in place from time to time and which, for the avoidance of any doubt, must be complied with as if they were part of this Constitution.
  - (3) There will be no liability for loss or injuries suffered by the Member as a result of any decision made in good faith with respect to dispute resolution and disciplinary by-laws, rules regulations or procedures of the Company.
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## Part 5 – Members Meetings

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### 12 Meetings

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#### 12.1 Types of Meetings

There will be two (2) types of Members Meetings (which may also be referred to as meetings of the Company or meetings of the Members):

- (1) the Annual General Meeting; and
- (2) General Meetings.

#### 12.2 Annual General Meeting

- (1) Within five (5) months of the end of each Financial Year and at least once in every twelve (12) month period, the Company must hold an Annual General Meeting.
- (2) Even if these items are not set out in the notice of an Annual General Meeting, the business of an Annual General Meeting may include the following:
  - (a) An election of Directors.
  - (b) A review of the Company's finances.
  - (c) A review of the Company's activities.

#### 12.3 Convening a Members Meeting

- (1) Subject to the Act, at least fifty percent (50%) of the Directors may convene a Members Meeting.
- (2) If Members with at least five percent (5%) of the votes that may be cast at a General Meeting make a written request to the Company for a General Meeting to be held, the Board must:
  - (a) within twenty-one (21) days of the Members' request, give all Members notice of a General Meeting; and
  - (b) hold the General Meeting within two (2) months of the Members' request.
- (3) The Members who make the request for a General Meeting must:
  - (a) state in the request any resolution to be proposed at the General Meeting;

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- (b) sign the request; and
  - (c) give the request to the Company.
- (4) This request can be signed in separate counterparts provided that the wording of the request is the same in each counterpart.

#### **12.4 General Meetings called by the Members**

- (1) If the Board fail to call a General Meeting following a formal request to do so, the Members will be empowered to call and arrange to hold a General Meeting provided that at least fifty percent (50%) of the Members that filed the initial request agree to do so.
- (2) To call and hold a General Meeting under clause (1) above, the Members must:
  - (a) as far as possible, follow the procedures for General Meeting set out in this Constitution;
  - (b) call the General Meeting using the list of Members on the Company's register of Members, which must be provided to the Members making the request at no cost; and
  - (c) hold the General Meeting within three (3) months from the date that the initial request was given to the Company.

#### **12.5 Notice of Members Meeting**

- (1) All Members entitled to attend and vote at Members Meetings must be provided with notice of the holding of a Members Meeting. The notice must:
  - (a) comply with any requirements of the Act;
  - (b) be in writing;
  - (c) specify the date, time and place of the Members Meeting (and if the Members Meeting is to be held in two (2) or more places or using virtual meeting technology only), the technology that will be used to facilitate the Members Meeting);
  - (d) specify the business to be transacted at the Members Meeting;
  - (e) if applicable, that a special resolution is to be proposed and the wording of the proposed special resolution; and
  - (f) subject to the Act and paragraph (2), be sent to Members no less than twenty one (21) days prior to the date of the Members Meeting.

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- (2) Notice can be provided less than twenty-one (21) days before a Members Meeting if:
- (a) for an Annual General Meeting, all the Members entitled to attend and vote at the Annual General Meeting agree beforehand; or
  - (b) for a General Meeting, Members with at least ninety-five percent (95%) of the votes that may be cast at the General Meeting agree beforehand.

## **12.6 Directors entitled to notice of Members Meeting**

A Director is entitled to receive notice of and to attend all Members Meetings and is entitled to speak at those Members Meetings.

## **12.7 Quorum**

- (1) A quorum for a Members Meeting is met if at least five (5) of the Members entitled to vote at the Members Meeting are in attendance for the whole Members Meeting (either in person or by proxy).
- (2) In determining whether a quorum is present, a person must only be counted once (even if that person is a proxy of more than one (1) Member).
- (3) No business may be transacted at a Members Meeting unless a quorum is present.
- (4) If a quorum is not achieved at a Members Meeting within thirty (30) minutes after the starting time stated in the notice of Members Meeting, then the Members Meeting will be adjourned to:
  - (a) the date, time and place that the Chair specifies; or
  - (b) if the Chair does not specify one (1) or more of these things, the meeting will be adjourned to:
    - (i) if the time is not specified – the same time;
    - (ii) if the place is not specified – the same place; and
    - (iii) if the date is not specified – the same day in the next week.
- (5) If the adjourned Members Meeting is to reconvene more than thirty (30) days from the date of the original Members Meeting, the Registrar must ensure that notice of the Members Meeting is sent to all Members as if the Members Meeting were a new Members Meeting.
- (6) If a quorum is not present at the commencement of the adjourned Members Meeting then the Members Meeting will continue with the Members in attendance constituting a quorum for the purposes of that Members Meeting.



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## **12.8 Adjournment**

- (1) A Members Meeting may be adjourned by the Chair.
- (2) An adjourned Members Meeting will be reconvened at the date, time and place nominated by the Chair.
- (3) If the adjourned Members Meeting is to reconvene more than thirty (30) days from the date of the original Members Meeting, the Registrar must ensure that notice of the Members Meeting is sent to all Members as if the Members Meeting were a new Members Meeting.

## **12.9 Cancellation or postponement of Members Meeting**

- (1) Where a Members Meeting is convened by the Board, the Board may issue a notice, whenever it thinks fit, to;
  - (a) cancel the Members Meeting;
  - (b) postpone the holding of the Members Meeting to a date and time determined by the Board; or
  - (c) change the place for the Members Meeting.
- (2) This clause does not apply to a Members Meeting convened:
  - (a) by the Members or by the Board on the request of Members; or
  - (b) by a Court.

## **12.10 Notice of cancellation, postponement or change of place of Members Meeting**

- (1) Written notice of cancellation or postponement or change of place of a Members Meeting must be given to all persons entitled to receive notices of Members Meeting.
- (2) The notice must be given at least fourteen (14) days before the date for which the Members Meeting is convened and must specify:
  - (a) a date and time for the holding of the Members Meeting;
  - (b) a place for the holding of the Members Meeting, which may be either the same as or different from the place specified in the notice convening the Members Meeting; and
  - (c) if the Members Meeting is to be held in two (2) or more places or using virtual meeting technology only, the technology that will be used to facilitate the meeting.

## **12.11 Business at postponed Members Meeting**

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The only business that may be transacted at a postponed Members Meeting the business specified in the original notice convening the Members.

### **12.12 Technology**

- (1) The Company may hold a Members Meeting:
  - (a) using virtual meeting technology only;
  - (b) at one (1) or more physical venues; or
  - (c) at two (2) or more venues, that is, at one (1) or more physical venues and using virtual meeting technology or any other technologythat gives the Members as a whole a reasonable opportunity to participate, including to hear and be heard.
- (2) Anyone using this technology is taken to be present in person at the Members Meeting.

## **13 Voting at Members Meetings**

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### **13.1 Voting Rights**

- (1) Each Member has one (1) vote at a Members Meeting.
- (2) Only Financial Members are entitled to vote at Members Meeting.
- (3) A Member or the Chair can challenge a person's right to vote at a Members Meeting. The Chair must decide whether or not the Member will be allowed to vote and the Chair's decision is final.

### **13.2 Form of vote**

- (1) Voting must be conducted and decided by:
  - (a) a show of hands;
  - (b) a vote in writing; or
  - (c) another method chosen by the Chair that is fair and reasonable in the circumstances, but which may be challenged by at least three (3) Members present, in which case voting must be conducted and decided by a method set out in paragraphs (a) or (b) .
- (2) Before a vote is taken, the Chair must state whether any proxy votes have been received and, if so, how the proxy votes will be cast.

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- (3) On a show of hands, the Chair's decision is conclusive evidence of the result of the vote.
  - (4) The Chair and the meeting minutes do not need to state the number or proportion of the votes recorded in favour of, or against a particular vote.

### 13.3 Written Vote

- (1) A vote in writing may be demanded with respect to a resolution instead of, or following a vote decided pursuant to a show of hands by:
  - (a) the Chair; or
  - (b) at least three (3) Members present.
- (2) A vote in writing must be taken in the manner that the Chair directs.
- (3) A demand for a vote in writing can be withdrawn.

### 13.4 Voting by Proxy

- (1) A Member is empowered to appoint a proxy to attend and vote at a Members Meeting on their behalf. A proxy does not need to be a Member.
- (2) A proxy appointed to attend and vote for a Member has the same rights as the Member to:
  - (a) speak at the meeting;
  - (b) vote (but only to the extent allowed by the appointment); and
  - (c) join in to demand a vote under clause 13.3(1).
- (3) The appointment of a proxy will be in writing or otherwise as authorised by the Board.
- (4) A duly completed proxy notification, in the form set out as **Schedule 2**, will confer authority on the appointed proxy to participate in a vote.
- (5) If a Member elects to vote by proxy he or she must deliver the completed proxy form to the registered office of the Company not less than forty-eight (48) hours before the time of the Member's Meeting at which the person named in the proxy intends to vote.
- (6) A proxy does not have the authority to speak and vote for a Member at a Members Meeting while the appointing Member is at the Members Meeting.

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- (7) Unless the Company receives written notice before the start or resumption of a Members Meeting at which a proxy votes, a vote cast by the proxy is valid even if, before the proxy votes, the appointing Member:
- (a) dies;
  - (b) is mentally incapacitated; or
  - (c) revokes the proxy's appointment.
- (8) A proxy appointment may specify the way the proxy must vote on a particular resolution.

### **13.5 Alternative methods of voting**

- (1) Any Member may cast a vote on any resolution of which they have been provided notice (including without being required to attend the relevant Members Meeting) by serving a notice on the Registrar at least forty-eight (48) hours before the Members Meeting is due to be held which:
- (a) clearly specifies how they intend to vote on the resolution; and
  - (b) is signed by the Member to the satisfaction of the Registrar.
- (2) The Chair must accept any notice that complies with paragraph (1) as a vote of the relevant Member on the resolution in question.
- (3) Any resolution of Members may be made by the Members signing a copy of the proposed resolution without the need for a Members Meeting to be held. In this regard:
- (a) the execution of a copy of the proposed resolution will be deemed to be a vote in favour of the resolution by the Member; and
  - (b) the date of the resolution will be the date it is signed by the last member whose vote is required to carry the resolution.
- (4) Any resolution under paragraph (3) does not need to be signed by all Members to be carried and only needs to be signed by Members with sufficient voting rights to carry the resolution provided that:
- (a) all Members have been given a copy of the proposed resolution at least twenty one (21) days before it is made; and
  - (b) no Member serves a written notice on the Registrar and the other Members requiring the proposed resolution to be put to a Members Meeting.

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## Part 6 – Board

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### 14 Board Members

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#### 14.1 Composition

The Board will have a minimum of six (6) and a maximum of eight (8) Directors, or such other numbers as determined by the Board from time to time.

#### 14.2 Chair

The Board will appoint one (1) of their number to be the Chair from time to time.

#### 14.3 Officers

- (1) The officers of the Company are:
  - (a) the Chair;
  - (b) the Deputy-Chair;
  - (c) the Treasurer; and
  - (d) the Registrar.
- (2) The officers are elected by the Directors from time to time.

#### 14.4 Appointment of Directors

- (1) The Members are empowered to elect a Director via a resolution passed in an Annual General Meeting.
- (2) Each of the Directors must be appointed via separate resolution, unless the Members present have first passed a Unanimous Resolution that the appointments may be voted on together.
- (3) A person is eligible for election as a Director if that person:
  - (a) is a Member;
  - (b) is nominated by two (2) Members (unless the person was previously elected as a Director at an Annual General Meeting and has been a Director since that Annual General Meeting);
  - (c) gives the Company their signed consent to act as a Director of the Company;

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- (d) possesses the experience, training and skills required from time to time (as determined by the Board) to fulfil the Objects of the Company and to carry out all other necessary tasks that are crucial to the management of the Company; and
  - (e) is not ineligible to be a Director under the Act.
- (4) The Board are empowered to appoint a person as a Director in order to fill a casual vacancy or as an additional Director if that person:
- (a) is a Member;
  - (b) gives the Company their signed consent to act as a Director of the Company;
  - (c) possesses the experience, training and skills required from time to time (as determined by the Board) to fulfil the Objects of the Company and to carry out all other necessary tasks that are crucial to the management of the Company; and
  - (d) is not ineligible to be a Director under the Act.
- (5) If the number of Directors is reduced to fewer than six (6), or is less than the number required for a quorum, the continuing Directors may act for the purpose of increasing the number of Directors to six (6) (or higher if required for a quorum) or calling a Members Meeting, but for no other purpose.

#### **14.5 Election of Directors**

The election of Directors will take place in the following manner:

- (1) Two (2) Members can nominate another Member to be a Director.
- (2) Nominations must be in writing and be signed by the Member and his or her proposer and seconder. Nominations must be lodged with the Registrar fourteen (14) days before the Annual General Meeting at which the election is to take place.
- (3) At least seven (7) days before the Annual General Meeting, all Members will be provided with a list of candidates' names, in alphabetical order, with the proposers' and seconders' name.
- (4) In the case of there not being sufficient numbers of candidates nominated, the Board may appoint any person or persons to fill the remaining vacancy or vacancies.

#### **14.6 Term of Directors**

- (1) The term of office of an Director is be two (2) years from appointment, expiring at the beginning of the second Annual General Meeting following his or her appointment (**Term**).

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- (2) Retired Directors are eligible for re-election.
  - (3) There is no maximum number of consecutive terms for which a Director may hold office.

#### **14.7 When a Director stops being a Director**

A Director will cease to be a Director if the Director:

- (1) dies;
- (2) gives written notice of resignation;
- (3) is removed as a Director in accordance with this Constitution;
- (4) ceases to be a Member of the Company; or
- (5) becomes ineligible to be a Director under the Act.

#### **14.8 Removal and resignation**

- (1) A Director may resign upon giving one (1) months written notice to the Company.
- (2) A Director may be removed by a resolution of the Board if the Director in question:
  - (a) wilfully refuses or neglects to comply with this Constitution;
  - (b) is guilty of any conduct which in the opinion of the Board:
    - (i) brings the Company into disrepute, or has the potential to do so; or
    - (ii) is, or has the potential to be, prejudicial to the interests of the Company or any of the Members,
  - (c) ceases to be, or is prohibited from being, a Director by operation of the Act or this Constitution;
  - (d) becomes bankrupt or makes any arrangements or composition with their creditors generally;
  - (e) is convicted on indictment of an offence and the Directors do not, within one (1) month of that conviction, resolve to confirm the appointment;
  - (f) fails to attend Board Meetings on more than three (3) consecutive occasions without leave of absence from the Board; or

- 
- (g) becomes of unsound mind or a person whose person or estate is liable to be dealt with in any other way under the laws relating to mental health.
- (3) A Director may be removed from office pursuant to an Ordinary Resolution of Members passed at a General Meeting.
  - (4) A resolution removing a Director under paragraph (3) will not be effective unless:
    - (a) the Company was provided with at least one (1) months notice of the proposed General Meeting;
    - (b) the Director the subject of the proposed resolution was given a copy of the notice of the General Meeting as soon as practicable after it was received by the Company;
    - (c) the Director the subject of the proposed resolution was afforded an opportunity to:
      - (i) provide a written statement to the Company for circulation to Members; and
      - (ii) make oral submissions to the Members at the relevant General Meeting; and
    - (d) any statement provided by the Director under paragraph (4)(c)(i), that is less than one thousand (1,000) words long and is not defamatory, is circulated to the Members by:
      - (i) sending a copy of the notice to everyone to whom notice of the General Meeting was sent; or
      - (ii) if there is insufficient time to do so, having the statement distributed to the Members who attend the relevant General Meeting and ensuring the statement is read out at the General Meeting before the resolution is voted on.

## **15 Chair**

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### **15.1 Role of Chair**

The Chair must chair all Members Meetings and Board Meetings and must ensure the orderly and efficient conduct of those meetings in accordance with:

- (1) this Constitution;
- (2) the Act; and
- (3) generally accepted rules of procedural fairness.



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## 15.2 Casting vote

The Chair has a casting vote at meetings of the Board.

## 15.3 Alternate Chair

- (1) If the Chair appointed under clause 14.2 is absent from any Members Meetings and Board Meetings, then the Deputy-Chair will act as the Chair for the purpose of that meeting.
- (2) If both the Chair and the Deputy-Chair are absent from any Board Meeting or Members Meeting then:
  - (a) in the case of a Board Meeting, the Directors present at that meeting may appoint any Director to act as Chair for the meeting; or
  - (b) in the case of Members Meetings, the Members present at that Members Meeting may appoint any Member to act as Chair for the Members Meeting.
- (3) Any alternate Chair appointed under paragraph (2) does not have a casting vote.

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## 16 Powers of the Board

### 16.1 Powers

- (1) The business and activities of the Company will be managed and directed by the Board to achieve the Objects.
- (2) No resolution of the Company at a General Meeting will invalidate any prior act of the Board which would have been valid had that resolution not been passed or made.
- (3) The Board may use all the powers of the Company except for powers that, under the Act or this Constitution, may only be used by Members.
- (4) The Directors must decide on the responsible financial management of the Company including:
  - (a) any suitable written delegations of power under clause 16.2;
  - (b) how money will be managed, such as how electronic transfers, negotiable instruments or cheques must be authorised and signed or otherwise approved.

### 16.2 Delegation of Board Powers

- (1) The Directors may delegate any of their powers and functions to a committee, a Director, an employee of the Company or any other person, as they consider appropriate.

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- (2) The delegation must be recorded in the Company's minute book.

## **17 Committee**

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- (1) The Board, from time to time, may:
- (a) form one (1) or more Committee consisting of financial Members for any reason and on such conditions as the Board thinks fit; and
  - (b) delegate to a Committee any power or function which the Board can exercise, except this power of delegation and any power which the Act or any other law states cannot be delegated.
- (2) The terms, conditions and limitations of any such delegation must be decided by the Board. The Board has complete discretion as to the composition, functions, powers and rules for proceedings of any Committee.
- (3) The Board may dissolve any Committee at any time.
- (4) All delegations of power by the Board are to be set out in writing and signed by the Chair. These delegations of power are to be kept by the Registrar.
- (5) Any Committee so formed must in the exercise of the powers so delegated conform to any regulations that may be imposed on it by the Board.
- (6) Any exercise of the power by the Committee will have the same effect as if the power had been exercised by the Board.
- (7) Any member of the Board may also be a member of the Committee.
- (8) The rules applicable to a meeting of the Committee must be determined by the Board.

## **18 Payments to Directors**

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- (1) The Company must not pay fees to a Director for acting as a Director.
- (2) The Company may:
- (a) pay a Director for work they do for the Company, other than as a Director, if the amount is no more than a reasonable fee for the work done; or
  - (b) reimburse a Director for expenses properly incurred by the Director in connection with the affairs of the Company.
- (3) Any payment made under paragraph (2) above must be approved by the Board.

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- (4) The Company may pay premiums for insurance indemnifying Directors, as allowed for by law (including the Act) and this Constitution.

## **19 Conflicts of Interest**

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- (1) A Director must disclose the nature and extent of any actual or perceived material conflict of interest in a matter that is being considered at a Board Meeting (or that is proposed in a circular resolution):
- (a) to the other Directors; or
  - (b) if all of the Directors have the same conflict of interest, to the Members at the next Members Meeting, or at an earlier time if reasonable to do so.
- (2) The disclosure of a conflict of interest by a Director must be recorded in the minutes of the Board Meeting.
- (3) Each Director who has a material personal interest in a matter that is being considered at a Board Meeting (or that is proposed in a circular resolution) must not, except as provided under paragraph (4) below:
- (a) be present at the Board Meeting while the matter is being discussed; or
  - (b) vote on the matter.
- (4) A Director may still be present and vote if:
- (a) their interest arises because they are a Member of the Company, and the other Members have the same interest;
  - (b) their interest relates to an insurance contract that insures, or would insure, the Director against liabilities that the Director incurs as a Director of the Company;
  - (c) their interest relates to a payment by the Company under an indemnity, or any contract relating to an indemnity that is allowed under the Act;
  - (d) the Australian Securities and Investments Commission makes an order allowing the Director to vote on the matter; or
  - (e) the Directors who do not have a material personal interest in the matter pass a resolution that:
    - (i) identifies the Director, the nature and extent of the Director's interest in the matter and how it relates to the affairs of the Company; and

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- (ii) says that those Directors are satisfied that the interest should not stop the Director from voting or being present.
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## Part 7 – Board Proceedings

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### 20 Voting Rights

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Each Director has one (1) vote at a Board Meeting.

### 21 Board Meetings

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#### 21.1 When the Board meets

The Board may decide how often, where and when they meet, but must meet at least four (4) times in each calendar year.

#### 21.2 Convening Board Meetings

- (1) A minimum of three (3) Directors may request that the Registrar convene a Board Meeting.
- (2) The Registrar must convene a Board Meeting as soon as possible after being requested to do so in accordance with paragraph (1).

#### 21.3 Notice

- (1) Notice of any Board Meeting must be in writing and sent to the email address of the Director contained in the Company register or records.
- (2) The notice of Board Meeting:
  - (a) must state the date, time and place of the Board Meeting;
  - (b) need not state the general nature of business to be discussed at the Board Meeting; and
  - (c) must be given at least seven (7) days before the Board Meeting is due to be held.
- (3) A Director may:
  - (a) waive the requirement for them to be given notice of any Board Meeting; or
  - (b) specify a different manner in which they may receive notice of any such Board Meeting,

by notice in writing to the Company to that effect.

#### 21.4 Failure to receive notice

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Failure to receive notice of a Board Meeting by any Director does not invalidate any resolution passed at that Board Meeting if:

- (1) the failure was the result of accident or error;
- (2) the Director has waived the requirement for them to be provided with such notice;
- (3) the Director has notified the Company of their agreement to the resolutions proposed to be passed at the Board Meeting; or
- (4) the Director attends the meeting.

### **21.5 Quorum**

- (1) Unless the Directors determine otherwise, a quorum for a Board Meeting is constituted by the presence of at least five (5) Directors at the time the relevant Board Meeting was held.
- (2) A quorum must be present for the whole Board Meeting.

### **21.6 Insufficient Directors**

If there are insufficient Directors in office to constitute a quorum, the Directors holding office at that time may act for the purpose of appointing additional Directors in order to allow a quorum to be established.

### **21.7 Passing a Resolution**

A Board resolution must be passed by a majority of the votes cast by Directors present and entitled to vote on the resolution.

### **21.8 Circulating Resolutions**

- (1) The Directors may pass a circular resolution without a Directors' meeting being held.
- (2) A circular resolution is passed if all the Directors entitled to vote on the resolution sign or otherwise agree to the resolution in the manner set out in paragraph (3) or (4) below.
- (3) Each Director may sign:
  - (a) a single document setting out the resolution and containing a statement that they agree to the resolution; or
  - (b) separate copies of that document, as long as the wording of the resolution is the same in each copy.

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- (4) The Company may send a circular resolution by email to the Directors and the Directors may agree to the resolution by sending a reply email to that effect, including the text of the resolution in their reply.
  - (5) A circular resolution is passed when the last Director signs or otherwise agrees to the resolution in the manner set out in paragraph (3) or (4) above.

#### **21.9 Meeting by use of Technology**

- (1) A Board Meeting may be held by using any technology (such as video, teleconferencing or other virtual meeting technology) that is agreed to by all of the Directors.
  - (2) The Directors' agreement may be a standing (ongoing) one.
  - (3) A Director may only withdraw their consent within a reasonable period before the Board Meeting.
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## Part 8 – Miscellaneous

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### 22 Minutes and records

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- (1) The Company must, within one (1) month, make and keep the following records:
  - (a) minutes of proceedings and resolutions of Members Meeting;
  - (b) minutes of circular resolutions of Members; and
  - (c) a copy of a notice of each Members Meeting.
  
- (2) The Company must, within one (1) month, make and keep the following records:
  - (a) minutes of proceedings and resolutions of Board Meetings (including meetings of any committees); and
  - (b) minutes of circular resolutions of the Board.
  
- (3) The Directors must ensure that minutes of a Members Meeting and Board Meeting are signed within a reasonable time after the meeting by:
  - (a) the Chair of the meeting; or
  - (b) the Chair of the next meeting.
  
- (4) The Directors must ensure that minutes of the passing of a circular resolution (of Members or Board) are signed by the Chair within a reasonable time after the resolution is passed.

### 23 Execution of documents

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#### 23.1 Execution by Directors

A document is validly executed by the Company where it is signed by two (2) Directors, or by a Director and the Registrar.

#### 23.2 Execution by authorised Directors

The Directors may, by resolution in writing, authorise any one (1) Director to sign any document on behalf of the Company and any document executed by that Director is as binding on the Company as if it had been signed in accordance with clause 23.1.

### 24 Notices

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#### 24.1 What is notice



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(1) Anything written to or from the Company under any clause in this Constitution is written notice and is subject to clauses 24.2 to 24.4, unless specified otherwise.

(2) Clauses 24.2 to 24.4 do not apply to a notice of proxy under clause 13.4(5).

## **24.2 Notice to the Company**

Written notice or any communication under this Constitution may be given to the Company, the Board or the Registrar by:

- (1) delivering it to the Company's registered office;
- (2) posting it to the Company's registered office or to another address chosen by the Company for notice to be provided; or
- (3) sending it to an email address notified by the Company to the Members as the Company's email address.

## **24.3 Notice to Members**

Written notice or any communication under this Constitution may be given to a Member (at the Company's election):

- (1) in person;
- (2) by posting it to, or leaving it at the address of the Member in the register of Members or an alternative address (if any) nominated by the Member for service of notices;
- (3) sending it to the email nominated by the Member; or
- (4) as otherwise permitted by the Act

## **24.4 When notice is taken to be given**

A notice:

- (1) delivered in person, or left at the recipient's address, is taken to be given on the day it is delivered;
- (2) sent by post, is taken to be given on the third day after it is posted with the correct payment of postage costs; and
- (3) sent by email, is taken to be given on the business day after it is sent.

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## **25 Accounts, records and Auditor**

### **25.1 General obligation**

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- (1) The Board must ensure that:
    - (a) the Company must make and keep written financial records that:
      - (i) correctly record and explain its transactions and financial position and performance; and
      - (ii) enable true and fair financial statements to be prepared and to be audited.
    - (b) proper accounting records are kept relating to the financial position of the Company;
    - (c) the accounts of the Company are maintained and audited in accordance with the Act; and
    - (d) copies of a profit and loss statement, balance sheet and auditors report (if any) are provided to any Member on request.
  - (2) The Company must retain its records for at least seven (7) years.
  - (3) The Board must take reasonable steps to ensure that the Company's records are kept safe.

## **25.2 Member access to books**

All Members of the Company are entitled to have access to the accounts, books and register of the Company provided that reasonable notice is given to the Board.

## **25.3 Director access**

- (1) A Director has a right of access to the financial records of the Company at all reasonable times.
- (2) If the Board agrees, the Company must give a Director or former Director access to:
  - (a) certain documents, including documents provided for or available to the Directors; and
  - (b) any other documents referred to in those documents.

## **25.4 Auditor's Report**

- (1) The Auditor must, and the Directors must procure that the Auditor:
  - (a) examine the accounts of the Company and prepare the Auditor's Report at least once in every twelve (12) month period; and

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- (b) comply with the provisions of the Act in relation to the records and accounting of the Company.
- (2) The Auditor is to be permitted to have access to the records and books of the Company.

## **26 Indemnity and Insurance**

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### **26.1 Indemnity in favour of officers**

- (1) In this clause:
- (a) 'officer' means a Director or Registrar and includes a Director or Registrar after they have ceased to hold that office; and
  - (b) 'to the relevant extent' means:
    - (i) to the extent that the Company is not precluded by law (including the Act) from doing so; and
    - (ii) for the amount that the officer is not otherwise entitled to be indemnified and is not actually indemnified by another person (including an insurer under an insurance policy).
- (2) The Company indemnifies each officer of the Company out of the assets of the Company, to the relevant extent, against all losses and liabilities (including costs, expenses and charges) incurred by that person as an officer of the Company.
- (3) The indemnity is a continuing obligation and is enforceable by an officer even though that person is no longer an officer of the Company.
- (4) The indemnity contained in paragraph (2) does not apply to liability:
- (a) owed to a related body corporate of the Company;
  - (b) for a pecuniary penalty order, fine or compensation order under the Act;
  - (c) owed to a person other than the Company that did not arise out of conduct in good faith;
  - (d) incurred in connection with proceedings in which the Director is found to have:
    - (i) breached any law relating to their duties as a Director; or
    - (ii) been corrupt, dishonest or negligent in their duties as a Director,

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- (e) incurred in defending or resisting criminal proceedings in which the Director is found guilty;
  - (f) incurred in defending or resisting proceedings brought by the Australian Securities and Investment Commission or a liquidator for a court order if the grounds for making the order are found to have been established (but this paragraph does not apply to costs incurred in responding to actions taken by the Australian Securities and Investment Commission or a liquidator as part of an investigation before commencing proceedings for the court order); or
  - (g) incurred in connection with proceedings for relief to the Director under the Act in which the court denies the relief.

## **26.2 Insurance**

To the extent permitted by law (including the Act), and if the Board consider it appropriate, the Company may pay or agree to pay a premium for a contract insuring a person who is or has been an officer of the Company against any liability incurred by the person as an officer of the Company.

## **27 By-laws and regulations**

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- (1) The Board may pass a resolution to make, alter or revoke by-laws or regulations to give effect to this Constitution in respect to the rights or obligations of Members or other matters of the Company which are not specified in this Constitution.
- (2) A copy of every by-law or regulation and any alteration or addition made to the by-laws or regulations is to be notified to every Member.
- (3) Members and Directors must comply with by-laws and regulations as if they were part of this Constitution.

## **28 Financial Year**

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The Company's Financial Year is from 1 January to 31 December, unless the Board pass a resolution to change the Financial Year.

## **29 Amendment of this Constitution**

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This Constitution may only be amended by a Special Resolution of the Members.

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## Schedule 1: Defined terms and interpretation

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### Part 1 - Definitions

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<b>Act</b>	means the <i>Corporations Act 2001</i> (Cth) or such other act that replaces it from time to time, including any regulations made under that act.
<b>Administration Fee</b>	means the administration fee payable in connection with an application for admission to membership of the Company and determined by the Board from time to time.
<b>Annual Fee</b>	means the annual membership fee payable by Members and as determined by the Board from time to time.
<b>Annual General Meeting</b>	means a meeting of the Members in accordance with clause 12.2.
<b>Board</b>	means all of the Directors.
<b>Board Meeting</b>	means a meeting of the Board.
<b>Chair</b>	means a Chair appointed by the Board from time to time pursuant to this Constitution.
<b>Company</b>	means the company to which this Constitution applies, being Australasia Pacific Play Therapy Association Ltd (ACN 134 859 171).
<b>Constitution</b>	means this constitution.
<b>Director(s)</b>	means the person(s) appointed to the position of a directors of the Company.
<b>Financial Member</b>	means a Member who is not indebted to the Company.
<b>Financial Year</b>	has the meaning ascribed to it at clause 28.
<b>First Annual Membership Fee</b>	means the first annual membership fee for membership to the Company determined by the Board from time to time.
<b>General Meeting</b>	means a meeting of the Members other than the Annual General Meeting.
<b>Late Fee</b>	means the late fee payable by Members for not complying with clause 9.2(1)(a) as determined by the Board from time to time.
<b>Member(s)</b>	means a member in the Company in accordance with the Act.
<b>Members Meeting</b>	means a General Meeting and the Annual General Meeting.

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<b>Objects</b>	means the objects of the Company set out in clause 4.2.
<b>Ordinary Resolution</b>	means a resolution passed by a simple majority.
<b>Registrar</b>	means the secretary of the Company appointed by the Board from time to time.
<b>Replaceable Rules</b>	means the provisions in the Act that apply as replaceable rules.
<b>Special Resolution</b>	means a resolution passed by a majority of at least seventy five per cent (75%).
<b>Unanimous Resolution</b>	means a resolution passed by a majority of one hundred per cent (100%).

## **Part 2 - Interpretational Rules**

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<b>clauses, annexures and schedules</b>	a clause, annexure or schedule is a reference to a clause in or annexure or schedule to this document.
<b>reference to statutes</b>	a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them.
<b>singular includes plural</b>	the singular includes the plural and vice versa.
<b>person</b>	the word "person" includes an individual, a firm, a body corporate, a partnership, joint venture, an unincorporated body or association or any government agency.
<b>executors, administrators, successors</b>	a particular person includes a reference to the person's executors, administrators, successors, substitutes (including persons taking by novation) and assigns.
<b>dollars</b>	Australian dollars, dollars, \$ or A\$ is a reference to the lawful currency of Australia.
<b>calculation of time</b>	if a period of time dates from a given day or the day of an act or event, it is to be calculated exclusive of that day.
<b>reference to a day</b>	a day is to be interpreted as the period of time commencing at midnight and ending 24 hours later.
<b>accounting terms</b>	an accounting term is a reference to that term as it is used in accounting standards under the Corporations Act or, if not inconsistent with those standards, in accounting principles and practices generally accepted in Australia.
<b>reference to a group of</b>	a group of persons or things is a reference to any two or more of them jointly and to each of them

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<b>persons</b>	individually.
<b>meaning not limited</b>	the words “include”, “including”, “for example” or “such as” are not used as, nor are they to be interpreted as, words of limitation, and, when introducing an example, do not limit the meaning of the words to which the example relates to that example or examples of a similar kind.
<b>next day</b>	if an act under this document to be done by a party on or by a given day is done after 4.30pm on that day, it is taken to be done on the next day.
<b>next Business Day</b>	if an event must occur on a stipulated day which is not a Business Day then the stipulated day will be taken to be the next Business Day.
<b>time of day</b>	time is a reference to Sydney time.
<b>headings</b>	headings (including those in brackets at the beginning of paragraphs) are for convenience only and do not affect the interpretation of this document.
<b>agreement</b>	a reference to any agreement, document or instrument includes the same as varied, supplemented, novated or replaced from time to time.
<b>gender</b>	a reference to one gender extends and applies to the other and neuter gender.

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**Schedule 2:  
Form of Proxy**

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I \_\_\_\_\_ of \_\_\_\_\_  
being a member of Australasia Pacific Play Therapy Association Ltd (**Company**)  
hereby appoint \_\_\_\_\_ of \_\_\_\_\_  
as my proxy to vote for me on my behalf at the Members Meeting of the Company, to be held  
on the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ or at any adjournment of that Members Meeting.

My proxy is hereby authorised to vote in favour of/against the following resolutions:

Signed this day \_\_\_\_\_ of \_\_\_\_\_ 20\_\_\_\_

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