



Australian Psychology  
Accreditation Council

# Constitution

**Australian Psychology Accreditation Council Limited**  
**ACN 117 279 857**

(August 2014) As amended 25 May 2015

**GADENS LAWYERS**  
Level 25, Bourke Place  
600 Bourke Street  
MELBOURNE 3000

T 03 9252 2555  
F 03 9252 2500

Ref: JJS:CWS:2414217

**Contents**

---

1. Name and Membership.....3

2. Defined meanings .....3

3. Objects .....3

4. Limited liability .....2

5. Distributions and remuneration payments.....2

6. Directors’ conflicts of interest.....3

7. Use of property on winding up.....4

8. Membership .....4

9. PsyBA Member .....5

10. Meetings of Members.....7

11. Representation at meetings.....8

12. Proceedings at meetings of Members .....8

13. Voting at meetings of Members .....11

14. Board of Directors .....12

15. Appointment and removal of office bearers and officers .....14

16. Proceedings of Directors .....16

17. Powers and duties of Directors.....19

18. Committees.....21

19. Minutes .....21

20. Accounts .....21

21. Amendment to the Constitution .....22

22. Notices.....22

23. Indemnity .....23

24. Definitions and interpretation .....23

# Constitution

## Australian Psychology Accreditation Council Limited

### 1. Name and Membership

---

The name of the Company is Australian Psychology Accreditation Council Limited and as at 29 May 2014, the Company has three (3) Members: the PsyBA Member, the APS and HODSPA.

### 2. Defined meanings

---

Words used in this document and the rules of interpretation that apply are set out and explained in the definitions and interpretation rule at the end of this document.

### 3. Objects

---

#### 3.1 Objects

The objects for which the Company is established in accordance with Part 6 (accreditation) of the National Law are to:

- (a) develop accreditation standards for approval by the Psychology Board of Australia;
- (b) assess programs of study, and the education providers that provide the programs of study, to determine whether the programs meet the accreditation standards approved by the Psychology Board of Australia;
- (c) assess authorities in other countries who conduct examinations for registration as a psychologist, or accredit programs of study relevant to registration as a psychologist, to decide whether persons who successfully complete the examinations or programs of study conducted or accredited by the authorities have the knowledge, skills and professional attributes necessary to practise psychology in Australia;
- (d) oversee the assessment of the knowledge, skills and professional attributes of overseas qualified psychologists who are seeking registration as psychologists under the National Law and whose qualifications are not approved qualifications for the profession of psychology;
- (e) to advise, consult and provide services to the Psychology Board of Australia, accreditation bodies, government and other relevant organisations and individuals on matters of education, training, assessment and credentialing relevant to the practice of psychology;
- (f) to provide accreditation and related support services to higher education providers which will facilitate the development and maintenance of high quality programs of education and training in psychology in order to meet the standards approved by the Psychology Board of Australia; and

- (g) to address such other matters as are ancillary to or promote the advancement of those objects set out in clauses (a) to (f) .

### **3.2 Powers**

The Company may only exercise its powers under section 124(1) of the Law to pursue or promote the Objects of the Company, and to do all things incidental or convenient in relation to pursuing or promoting the Objects of the Company.

## **4. Limited liability**

---

### **4.1 Members' Liability**

The liability of the Members is limited.

### **4.2 Members' Contributions**

Every Member of the Company undertakes to contribute to the assets of the Company if it is wound up while the Member is a Member, or within one year after the Member ceases to be a Member, for:

- (a) the payment of the debts and liabilities of the Company, contracted before the Member ceased to be a Member;
- (b) the expenses of winding up the Company; and
- (c) the adjustment of the rights of the contributories among themselves.

### **4.3 Amount of Members' Contributions**

The amount of the contribution under clause 4.2 must not exceed \$20.00 per Member in any circumstances.

## **5. Distributions and remuneration payments**

---

### **5.1 Distributions**

- (a) The income and property of the Company must only be applied towards the promotion of the Objects of the Company.
- (b) No income or property of the Company can be paid or transferred directly or indirectly to any Member except payments:
  - (i) of remuneration or other benefits that are on reasonable commercial terms for services the Member actually rendered the Company whether as an employee or otherwise;
  - (ii) for goods supplied to the Company, in the ordinary and usual course of the Member's business, on reasonable commercial terms;
  - (iii) of interest or like amounts, on money borrowed from any Member, at a rate not exceeding the current overdraft rates of the Company's bank and on other reasonable commercial terms;

- (iv) of rent or like amounts for premises leased from any Member on reasonable commercial terms;
- (v) for any out-of-pocket expenses incurred by the Member on behalf of the Company, with the prior approval of the Directors; and
- (vi) in accordance with clause 5.2.

## 5.2 Payments to directors

No remuneration or other benefit may be paid or given by the Company to any Director except:

- (a) any remuneration or other benefit that is on reasonable commercial terms, proper and in good faith in the circumstances of the Company and the circumstances of the Director (including the responsibilities involved in the office of Director), and has been approved by a resolution of the Members;
- (b) for the reimbursement of out-of-pocket expenses incurred on reasonable commercial terms in carrying out the duties of a director where the amount does not exceed an amount previously approved by a resolution of the Directors; or
- (c) for any service rendered to the Company in a professional or technical capacity, where the terms of service are on reasonable commercial terms and have been previously approved by a resolution of the Directors.

## 6. Directors' conflicts of interest

---

### 6.1 Disclosure of conflicted interest and prohibition on being present or voting

Except where permitted by the Law, if:

- (a) a Director who has a direct or indirect pecuniary or other material interest in a matter being considered or about to be considered at a meeting of the Board (including without limitation a payment to be made under clause 5.2), or who is a director, an officer or an employee of a body corporate, association or other entity who has a direct or indirect pecuniary or other material interest in a matter being considered or about to be considered at a meeting of the Board; and
- (b) that interest is in conflict with the proper performance of the Director's duties in relation to the consideration of the matter,

that Director must:

- (c) declare and disclose the nature of that interest to the Board on or before the commencement of the discussion regarding the matter at the meeting of the Board; and
- (d) not, unless the Board otherwise determines by unanimous decision, take part in any discussion or decision of the Board with respect to the matter.

## 6.2 Register of interests

All declarations and disclosures made under clause 6.1 must be recorded by the Secretary (or in his/her absence, the Chair) in the minutes of the relevant Board meeting and in an apposite register of interests.

## 7. Use of property on winding up

---

Considering the objects of the Company and having regards to the public interest as referred to in the National Law, if any property remains on the winding up or dissolution of the Company after the satisfaction of all its debts and liabilities (**surplus**), the surplus:

- (a) must not be paid or distributed to any Member; and
- (b) must be given or transferred to a company, institution, body, entity, or organisation:
  - (i) whose objects are similar to those of the Company; and
  - (ii) whose constitution prohibits the distribution of its income and property among its members to an extent at least as great as is imposed on the Company under clause 5 and this clause 7,

such company, institution, body, entity or organisation to be determined by the Directors (as the Directors were constituted at the commencement of the winding up) and failing such determination by the Directors, by application to the Supreme Court of Victoria for determination.

## 8. Membership

---

### 8.1 General

The Members consist of the three (3) Members of the Company as at the date this Constitution is adopted as the Constitution of the Company, namely the PsyBA Member, the APS and HODSPA.

No other person may be admitted to Membership unless approved in writing by all Members or unanimously at a General Meeting.

### 8.2 Rights of Members

Members are entitled to all the rights of Members under this Constitution, including without limitation the right to enforce any provision of this Constitution.

### 8.3 Resignation of Membership

- (a) A Member may resign from Membership of the Company by giving one (1) month written notice to the Secretary.
- (b) A notice of resignation of Membership given by a Member is non-revocable except with the unanimous written consent of the other Members;

- (c) The resigning Member's resignation will take effect upon the date notified in the notice of resignation.

#### **8.4 Cessation of Membership**

- (a) A Member ceases to be a Member of the Company if that Member, or in the case of the PsyBA Member, the PsyBA Member or the Psychology Board of Australia (as applicable):
  - (i) resigns pursuant to clause 8.3;
  - (ii) becomes bankrupt or insolvent or makes any arrangement or composition with creditors;
  - (iii) ceases to exist;
  - (iv) is expelled from the Company under this Constitution.
- (b) In addition to the cessation events specified in clause 8.4(a), the PsyBA Member ceases to be a Member of the Company on the date that a notice is given by the Psychology Board of Australia to the Company pursuant to clause 9.1.
- (c) Subject to clause 9, if the cessation of Membership causes the Company to have no Member, the Company shall be dissolved or wound up.

#### **8.5 Appointment as Member not transferable**

Subject to clause 9, a right, privilege or obligation which a person has by reason of being a Member of the Company:

- (a) is not capable of being transferred or transmitted to another person; and
- (b) terminates upon cessation of the person's Membership.

#### **8.6 Register of Members**

The Secretary must maintain at the Company's offices the Register containing the following details of each Member as applicable:

- (a) registered office and principal place of business;
- (b) date on which the entry of the Member's name in the Register is made; and
- (c) date of cessation of Membership.

### **9. PsyBA Member**

---

#### **9.1 Application**

This clause 9 applies until such time as the Psychology Board of Australia gives notice in writing to the Company that it no longer intends to exercise the powers under this clause, or otherwise ceases to exist.

## **9.2 Appointment**

Subject to the provisions in this clause 9, the Psychology Board of Australia may appoint an individual to be the PsyBA Member by notice in writing to the APS, HODSPA and the Board.

## **9.3 Qualification of nominee**

No individual may become a PsyBA Member unless that individual:

- (a) has been appointed by the Psychology Board of Australia in accordance with clause 9.2;
- (b) resides in Australia; and
- (c) agrees in writing to be bound by this Constitution.

## **9.4 Resignation or removal of nominee**

- (a) An individual appointed by the Psychology Board of Australia as the PsyBA Member in accordance with this clause may resign from this position by giving one (1) month written notice to the Psychology Board of Australia and the Secretary.
- (b) An individual appointed by the Psychology Board of Australia as the PsyBA Member in accordance with this clause may be removed from this position by notice in writing from the Psychology Board of Australia to the Secretary.
- (c) Upon the date notified in the notice given under clauses 9.4(a) or 9.4(b), the cessation of appointment will take effect and the Psychology Board of Australia may appoint another individual as the PsyBA Member in accordance with clause 9.5.

## **9.5 Cessation of appointment**

Notwithstanding anything in this Constitution, if the individual appointed by the Psychology Board of Australia as the PsyBA Member:

- (a) dies or becomes mentally incapable or that individual's estate is liable to be dealt with in any way under the law relating to mental health;
- (b) resigns or is removed from office pursuant to clause 9.4;
- (c) becomes bankrupt or insolvent or makes any arrangement or composition with creditors; or
- (d) no longer resides in Australia,

the Psychology Board of Australia may, within a reasonable time, appoint another individual as the PsyBA Member provided the provisions in clauses 9.2 and 9.3 are complied with, and any Directors appointed by the Psychology Board of Australia shall remain as Directors of the Company unless they are removed pursuant to clause 14.2(e).

## **10. Meetings of Members**

---

### **10.1 Calling of meetings**

- (a) A majority of members of the Board may resolve to call a general meeting at any time.
- (b) Any Director may call a general meeting in accordance with the Law.
- (c) No Member may call a general meeting except as provided in the Law.

### **10.2 Notice of meeting**

Every notice of a general meeting must:

- (a) set out the place, date and time of meeting;
- (b) in the case of special business, state the general nature of the business;
- (c) if a Special Resolution is to be proposed, set out an intention to propose the Special Resolution and state the resolution; and
- (d) contain a statement setting out the following in relation to proxy voting:
  - (i) that the Member has a right to appoint a proxy; and
  - (ii) that a proxy does not need to be a Member.

### **10.3 Entitlement to notice**

Notice of a general meeting must be given to:

- (a) each Member entitled to receive a notice of general meeting;
- (b) the auditor of the Company; and
- (c) each Director.

### **10.4 Notice period**

Subject to the provisions of the Law as to short notice, at least 21 days notice of a general meeting must be given in writing to those Members who are entitled to receive notices from the Company.

### **10.5 Proxy Voting by Members**

A Member may appoint a proxy to attend and vote at any meeting at which the Member is entitled to attend and vote. To be valid, a proxy appointment must be in writing and delivered to the place nominated by the Directors in the notice of meeting (or, if no place is nominated, the Registered Office) at least 48 hours before the scheduled commencement of the meeting.

### **10.6 Omission to give notice**

The accidental omission to give notice of a general meeting to, or the non-receipt of any such notice by any person entitled to receive such notice will not invalidate the proceedings at, or any resolution passed at any such meeting.

### **10.7 Consent to short notice**

The Members may consent to the calling of a general meeting on short notice and in any manner the Members think fit, and all provisions of this Constitution are modified accordingly.

### **10.8 Cancellation or postponement of meeting**

- (a) The Directors may cancel or postpone the holding of any general meeting. If the meeting was called by requisitioning Members or in response to a requisition by Members, the Directors may only cancel or postpone the holding of it with the consent of a majority of the requisitioning Members.
- (b) Notice of the cancellation or postponement of a general meeting must be provided in accordance with the Law

## **11. Representation at meetings**

---

### **11.1 Persons entitled to attend**

Only the following persons may attend a General Meeting:

- (a) the Members;
- (b) each Director, Secretary and auditor of the Company;
- (c) each person, whether a Member or not, who is a proxy, Corporate Representative or attorney of a Member; and
- (d) other persons only with leave of the meeting or its chair and then only while the leave has not been revoked in accordance with the terms of the leave.

### **11.2 Powers of the chair**

The right of a person to attend is subject to the powers of the chair of the meeting, both at Law and under this Constitution.

## **12. Proceedings at meetings of Members**

---

### **12.1 Quorum**

No business may be transacted at any General Meeting unless all Members for the time being (**quorum**) are present, personally or through their validly appointed Corporate Representative, proxy or attorney, at the time when the meeting proceeds to business.

## **12.2 Failure of quorum**

If a quorum is not present within 15 minutes from the time appointed for a General Meeting:

- (a) where the meeting was called by, or in response to, the requisition of Members made under the Law, the meeting is dissolved; or
- (b) in any other case the meeting stands adjourned to such day, and at such time and place, as the Directors determine.

If no determination of an adjourned meeting is made by the Directors, the meeting stands adjourned to the same day in the second week following, at the same time and place. If at the adjourned meeting a quorum is not present within 15 minutes from the time appointed for the meeting the meeting is dissolved.

## **12.3 Business of Annual General Meeting**

The business of an Annual General Meeting is:

- (a) to receive the Company's financial report, the Directors' report and the auditor's report on the financial statements;
- (b) to confirm the appointment of any Directors not previously confirmed; and
- (c) to transact any other business which under this Constitution or the Law ought to be transacted at an annual General Meeting.

## **12.4 Report on Company's activities**

The Board must at each General Meeting in addition to the matters in clause 12.3, submit to the Members a report on the activities of the Company in the period since the previous General Meeting.

## **12.5 Frequency of Annual General Meeting**

The Company must hold an annual General Meeting at least once every calendar year and within five months after the end of its financial year.

## **12.6 Venue of Annual General Meeting**

The venue for the annual General Meeting each year will be in Victoria unless the Board resolves otherwise.

## **12.7 Use of technology**

Despite clause 12.6, the Company may hold the annual General Meeting of Members at two or more venues using technology that gives the Members as a whole a reasonable opportunity to participate in the meeting. A meeting conducted by audio visual link or by using any other means of communication is considered to be held at the place determined pursuant to clause 12.6.

## **12.8 Special business**

No special business may be transacted at any General Meeting other than that stated in the notice calling the meeting unless it is a matter that is required by this Constitution or the Law to be transacted at the meeting.

## **12.9 Chair of meeting**

The Chair is entitled to take the chair at each General Meeting. If the Chair is absent, the Chair will determine which Deputy Chair will take the chair in his/her absence. If neither of those persons is present at any General Meeting within 15 minutes after the time appointed for holding the meeting, or neither of them is able or willing to take the chair, the other Deputy Chair will take the chair of the meeting. If none of those persons is present at any General Meeting within 15 minutes after the time appointed for holding the meeting, or none of them is willing to take the chair, the Members present must elect a person, whether a Member or not, to be chair of the meeting.

## **12.10 Passing the chair**

If the chair of a General Meeting is unwilling or unable to be the chair for any part of the business of the meeting:

- (a) that chair may withdraw as chair for that part of the business and may nominate any person who would be entitled under the preceding rule to chair the meeting for that part of the business; and
- (b) after that part of the business is completed, the person so nominated must cease to chair the meeting upon the request of the prior chair. The prior chair is then entitled to resume as the chair of the meeting.

## **12.11 Responsibilities of chair**

The chair of a General Meeting is responsible for the general conduct of the meeting and to ascertain the sense of the meeting concerning any item of business which is properly before the meeting. For these purposes the chair of the meeting may, without limitation:

- (a) delay the commencement of the meeting if that person determines it is desirable for the better conduct of the meeting;
- (b) make, vary or rescind rulings;
- (c) prescribe, vary or revoke procedures;
- (d) in addition to other powers to adjourn, adjourn the meeting, or any item of business of the meeting, without the consent of the meeting if that person determines it is desirable for the orderly conduct of the meeting or the conduct of a poll; and
- (e) determine conclusively any dispute concerning the admission, validity or rejection of a vote.

### **12.12 Admission to meetings**

The chair of a General Meeting may refuse admission to, or require leaving and remaining out of, the meeting any person:

- (a) in possession of a pictorial-recording or sound-recording device;
- (b) in possession of a placard or banner;
- (c) in possession of an article considered by the chair to be dangerous, offensive or liable to cause disruption;
- (d) who refuses to produce or to permit examination of any article, or the contents of any article, in the person's possession;
- (e) who behaves or threatens to behave in a dangerous, offensive or disruptive manner; or
- (f) who is not entitled under this Constitution to attend the meeting.

### **12.13 Adjournment of meeting**

The chair of a General Meeting at which a quorum is present may, and must if so directed by the meeting, adjourn the meeting from time to time and from place to place as the chair determines.

### **12.14 Business at adjourned meeting**

No business may be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place. No notice need be given of an adjournment or of the business to be transacted at an adjourned meeting. However if any meeting is adjourned for ten (10) business days or more, notice of the adjourned meeting must be given.

## **13. Voting at meetings of Members**

---

### **13.1 Entitlement to vote**

Each Member present at a General Meeting, or an attorney, proxy or Corporate Representative of a Member present at a General Meeting may vote.

### **13.2 Number of votes**

Each Member who is entitled to vote has one (1) vote on a show of hands or on a poll.

### **13.3 Method of voting**

- (a) A resolution put to the vote at a General Meeting must be decided on a show of hands unless a poll is demanded.
- (b) All decisions of Members will be made by the unanimous resolution of the Members .

- (c) On a show of hands, a declaration by the chair is conclusive evidence of the result. Neither the chair nor the minutes need to state the number or proportion of the votes recorded in favour or against.

## 14. Board of Directors

---

### 14.1 Board of Directors

The Board is comprised of a maximum of twelve (12) Directors.

### 14.2 Appointment and Removal of Directors

- (a) Subject to clauses 14.2(c) and 14.2(i), each of the APS, HODSPA and the Psychology Board of Australia (each an **Appointing Entity**) may appoint up to four (4) Directors as nominees of that Appointing Entity and remove any person so appointed, provided that:
- (i) up to three (3) nominees are Psychology Directors; and
  - (ii) no more than one (1) nominee is a Community Director (subject to clause 14.2(b)).
- (b) To ensure that the Board has a suitable range of skills and expertise to enable it to fulfil its role, each Appointing Entity must ensure that the Community Directors appointed under clause 14.2(a)(ii) have expertise in relevant fields other than the field of psychology, and:
- (i) the Community Director appointed by the Psychology Board of Australia under clause 14.2(a)(ii) must be a person who has legal expertise;
  - (ii) the Community Director appointed by the APS under clause 14.2(a)(ii) must be a person who has finance and business expertise; and
  - (iii) the Community Director appointed by HODSPA under clause 14.2(a)(ii) must be a person who has education and training expertise.
- (c) The following restrictions apply to the Directors at all times:
- (i) no person appointed by the Psychology Board of Australia, may concurrently be an officer, a director, or an employee of the Psychology Board of Australia;
  - (ii) no more than one (1) person appointed by the APS may concurrently be an officer, a director, or an employee of the APS;
  - (iii) no more than one (1) person appointed by HODSPA may concurrently be an officer, a director, or an employee of HODSPA.
- (d) If, at any time, any of the restrictions in clause 14.2(c) is breached, the relevant Appointing Entity must remove and may replace any such nominee(s) as is required to comply with clause 14.2(c).
- (e) A Director may only be removed:

- (i) by the Appointing Entity which appointed that Director in accordance with this clause 14.2; or
  - (ii) by virtue of clause 14.2(i); or
  - (iii) by unanimous resolution of Members at a General Meeting.
- (f) The term of a Director's office will end on the date of the third annual General Meeting after his/her appointment, and may be renewed for one further term, subject to clauses 14.2(g) and 14.2(h).
- (g) A person may not hold office for longer than the period ending on the date of the sixth annual General Meeting held after his/her appointment.
- (h) Notwithstanding clauses 14.2(f) and 14.2(g), the first term of office of the first 12 Directors (who are listed in Appendix A) will end on the date specified for each of these Directors in Appendix A. The first 12 Directors may not serve a consecutive term after their first term.
- (i) If at any time the APS or HODSPA ceases to be a Member under clause 8.4(a), or if the PsyBA Member ceases to be a Member by virtue of clauses 8.4(a)(ii), 8.4(a)(iii) or 8.4(a)(iv) applying in respect of the Psychology Board of Australia or by virtue of clause 8.4(b), then any persons appointed by that ceasing Member or by the Psychology Board of Australia (as applicable) as Directors of the Company under this clause 14 shall immediately cease to be Directors of the Company, and the ceasing Member or the Psychology Board of Australia (as applicable) will no longer be entitled to appoint any Directors under clause 14.2.
- (j) Subject to clause 14.2(i), where a Director is removed, resigns or otherwise has their appointment come to an end, the Appointing Entity which appointed such Director may nominate a new Director upon the same process of appointment.

### **14.3 Qualification as a Director**

- (a) No person may be a Director:
- (i) unless that person is appointed in accordance with clause 14.2 and has provided a signed consent to act as a Director to the Secretary;
  - (ii) if that person is a bankrupt or disqualified from managing or being involved in the management of any company under the Law.
- (b) Despite any other provision in this Constitution, all Directors must be persons resident in Australia.

### **14.4 Resignation of Director**

Any Director may resign from office by giving notice in writing to the Company of the Director's intention to do so. Such resignation takes effect immediately unless the resignation is stated in the notice to take effect at some future time. However, the resignation must take effect within three (3) months from the date of the giving of the notice.

#### 14.5 Removal of Director

- (a) Any Director appointed in accordance with clause 14.2 may be removed from the office of Director by notice in writing from the Appointing Entity which appointed that Director, addressed to the Secretary.
- (b) On receipt by the Company of a notice of removal, the Director so removed will cease to hold office as a Director of the Company.

#### 14.6 Vacation of office

In addition to the circumstances in which the office of Director becomes vacant by virtue of the Law or other provisions of this Constitution, the office of Director is vacated automatically if the Director:

- (a) becomes mentally incapable or the Director's estate is liable to be dealt with in any way under the law relating to mental health; or
- (b) is absent from more than three (3) consecutive meetings of Directors without the prior leave of the Board.

#### 14.7 Less than minimum number of Directors

The minimum number of Directors is three (3). The continuing Directors may act despite any vacancy in their body. If the number falls below the minimum number fixed in accordance with this Constitution, the Directors may act only:

- (a) to appoint Directors up to that minimum number;
- (b) to call a general meeting; or
- (c) in circumstances which the Chair deems to be an emergency. If there is no Chair, any two (2) Directors may together deem that an emergency exists to act in accordance with this clause 14.7.

### 15. Appointment and removal of office bearers and officers

---

#### 15.1 Appointment of Chair and Deputy Chairs

- (a) The Directors will elect a Chair and two (2) Deputy Chairs from amongst their number in accordance with this clause 15.
- (b) The election of an office bearer will be conducted by secret ballot at the first meeting of the Board after that office bearer's position has become vacant.
- (c) Each Appointing Entity shall have no more than one (1) office bearer.
  - (i) If, at any time, the appointment of an office bearer causes the Chair and a Deputy Chair to be nominees of the same Appointing Entity, that Deputy Chair will resign from his/her position as an office bearer.
  - (ii) Where a Deputy Chair's position has become vacant and an election is held for that position in accordance with clause 15.1(b) (**relevant election**), no Directors appointed by the Appointing Entity which

appointed the Chair or the other Deputy Chair holding office at the time of the relevant election, will be eligible to be elected as Deputy Chair at the relevant election.

- (iii) If the Chair and the two (2) Deputy Chairs are to be elected at the same meeting of the Board in accordance with clause 15.1(b), the Directors will first elect the Chair, then the first Deputy Chair (provided that the first Deputy Chair is a Director appointed by an Appointing Entity which has not appointed the Director elected as a Chair), and finally the second Deputy Chair (provided that the second Deputy Chair is a Director appointed by an Appointing Entity which has not appointed the Director elected as the first Deputy Chair).
- (d) Each of the Chair and the two (2) Deputy Chairs will be appointed for a period ending on the date of the second annual General Meeting held after their election. Subject to clauses 14 and 15.2, the Chair and the Deputy Chairs may be re-elected for one (1) additional successive term ending on the date of the fourth annual General Meeting held after their first election to that office.

## **15.2 Removal of Chair or Deputy Chairs**

If the Chair or a Deputy Chair ceases to be a Director they also cease to be Chair or Deputy Chair.

## **15.3 Absence of Chair or Deputy Chairs**

The Chair is entitled to take the chair at each Directors' meeting. If the Chair is absent, the Chair will determine which Deputy Chair will take the chair in his/her absence. If neither of those persons is present at any Directors' meeting within 15 minutes after the time appointed for holding the meeting, or neither of them is able or willing to take the chair, the other Deputy Chair will take the chair of the meeting. If none of those persons is present at any Directors' meeting within 15 minutes after the time appointed for holding the meeting, or none of them is able or willing to take the chair, within 15 minutes after the time appointed for holding of the Directors' meeting, the Directors present must elect one of their number to be a chair of such meeting.

## **15.4 Chief Executive Officer**

- (a) Subject to clause 15.4(b), the Board is responsible for considering, reviewing, identifying and recommending to the Members, from time to time:
  - (i) suitable candidates for appointment to the position of Chief Executive Officer;
  - (ii) appropriate limits and restrictions on that person's powers;
  - (iii) the appropriate remuneration, duties and term of appointment for that person;
  - (iv) appropriate variations to the powers of that person and extensions to that person's term of appointment (having considered the provisions of any contract between that person and the Company); and

- (v) the removal of that person from that office (in appropriate circumstances) and suitable candidates to replace that person.
- (b) The Board must obtain the prior unanimous consent in writing of Members prior to:
- (i) appointing a Chief Executive Officer;
  - (ii) defining, limiting and restricting that person's powers;
  - (iii) fixing that person's remuneration, duties and term of appointment;
  - (iv) subject to the provisions of any contract between that person and the Company, varying any of the powers so conferred and extend the term of appointment; and
  - (v) removing that person from that office and appoint another in that person's place.

### **15.5 Company Secretary**

- (a) The Chief Executive Officer will be the Company Secretary unless otherwise determined by the Board.
- (b) The role of the Company Secretary shall be to ensure the Company complies with the Law and perform any statutory or regulatory duties.

## **16. Proceedings of Directors**

---

### **16.1 Number of Board meetings**

At least four (4) Board meetings must be held in each calendar year.

### **16.2 Mode of meeting**

- (a) The Directors may meet together for the dispatch of business, adjourn and otherwise regulate their meetings as they see fit.
- (b) The Directors may conduct their meetings in person, by telephone, audio visual link or by using any other technology consented to by all Directors. Consent may be a standing one.
- (c) A meeting conducted by telephone or other means of communication is considered to be held at the place agreed on by the Directors attending the meeting if at least one of the Directors present at the meeting was at that place for the duration of the meeting.

### **16.3 Quorum for Board meetings**

- (a) A quorum of the Board comprises seven (7) Directors, provided that each Appointing Entity has appointed at least one (1) of these Directors constituting the quorum.

- (b) If a quorum is not present within 30 minutes of the time specified for a meeting of the Board the meeting will be adjourned to a date and time seven (7) days after the original time of the meeting and at the same place as the original meeting by written notice to all Directors. If at the adjourned meeting a quorum is not present within 15 minutes from the time appointed for the meeting, the meeting is dissolved.
- (c) A quorum must be present at all times during the meeting.

#### **16.4 Chair calling a meeting**

The Chair may at any time call a meeting of the Directors to be held at such time and place as the Chair chooses.

#### **16.5 Secretary calling a meeting**

The Secretary, upon the request of any other Director, must call a meeting of the Directors to be held at such time and place as is convenient to the Directors.

#### **16.6 Notice of meeting**

Notice of each meeting of the Directors:

- (a) may be given by such means as is convenient, including by telephone or electronic transmission; and
- (b) must be given to all Eligible Directors.

#### **16.7 Recipients of notice**

For the purposes of the preceding clause:

- (a) **Eligible Directors** are all Directors and Eligible Alternate Directors for the time being, and excluding those given leave of absence;
- (b) at least 10 days prior written notice of Board meetings together with an agenda must be given to all Eligible Directors, unless otherwise unanimously agreed by the Directors;
- (c) the agenda for Board meetings must be determined by the Chair, except for Board meetings convened at the request of a Director where the agenda may be determined by that Director; and
- (d) the accidental omission to give notice of any meeting of the Directors to, or the non-receipt of any such notice by, a person entitled to receive that notice does not invalidate the calling of the meeting or any resolution passed at any such meeting.

#### **16.8 Votes of Directors**

- (a) Questions arising at any meeting of the Directors must be decided by a majority of votes cast.
- (b) Each Director has one (1) vote.

- (c) A person who is an alternate Director is entitled (in addition to his or her own vote if a Director) to one (1) vote on behalf of each Director whom the alternate Director represents (as an alternate Director at the meeting). The alternate Director may only vote if the Director is not personally present.
- (d) If there is an equality of votes, the Chair has a second or casting vote (except where the voting relates to the election of an office bearer under clause 15).

## 16.9 Circular resolution of Directors

If a majority of Directors have signed a document containing a statement that they are in favour of a resolution of the Directors in terms set out in the document, a resolution in those terms is treated as having been passed at a meeting of the Directors held on the day on which the document was signed. If the Directors sign the document on different days, then a resolution is treated as having been passed on the day on which the document was last signed by a Director thereby constituting a majority in number of the Eligible Directors. A resolution is not treated as passed on that day if the document, by its terms, is said to take effect from an earlier date.

## 16.10 Signing of circular resolution

For the purposes of the preceding clause:

- (a) the Eligible Directors are all Directors for the time being but excluding:
  - (i) all alternate Directors; and
  - (ii) those who, at a meeting of Directors, would not be entitled to vote on the resolution;
- (b) each Director, other than one not entitled to vote on the resolution, may sign the document;
- (c) if a person who is not entitled to vote on the resolution signs the document, it does not invalidate the resolution if it is otherwise valid;
- (d) each alternate Director may sign the document on behalf of each Director whom the alternate Director represents (**appointor**) if:
  - (i) the alternate Director reasonably believes that the appointor is unavailable to sign the document; and
  - (ii) the appointor has not suspended the appointment of the alternate Director.
- (e) an alternate Director may sign even if the available appointor could not have voted on the resolution. An alternate Director who represents more than one (1) Director may sign as many times accordingly;
- (f) an electronic transmission purporting to be signed by a Director or alternate Director is treated as being in writing signed by such person; and
- (g) two (2) or more separate documents containing statements in identical terms each of which is signed by one (1) or more Directors are together treated as constituting one (1) document containing a statement in those terms signed by

those Directors on the respective days on which they signed the separate documents.

#### **16.11 Deemed minute**

The document or documents referred to in the two preceding clauses are treated as constituting a minute of that meeting and must be entered in books kept for that purpose.

#### **16.12 Validity of acts of Directors**

All acts done in respect of any meeting of:

- (a) the Directors; or
- (b) a committee of Directors; or
- (c) other persons or by any person acting as a Director; or
- (d) any person purporting to act as an attorney under power of the Company,

are, despite the fact that later it is discovered that there was some defect in the appointment or continuance in office of such Director, person or attorney so acting or that they or any of them were disqualified or were not entitled to vote, as valid as if every such person had been duly appointed or had duly continued in office and was qualified to be a Director or attorney and was entitled to vote.

#### **16.13 Observers**

A Member or the Psychology Board of Australia may, at its own cost, appoint a non-voting observer to attend meetings of the Board, with the approval of the Board.

### **17. Powers and duties of Directors**

---

#### **17.1 Powers generally**

Subject to the Law and to any other provisions of this Constitution, the management and control of the Company and of the business and affairs of the Company is vested in the Directors who may exercise all such powers of the Company and do all such acts or things not expressly required by this Constitution or by the Law to be exercised or done by a General Meeting. No rule adopted or resolution passed by a General Meeting invalidates any prior act of the Directors which would have been valid if that rule or resolution had not been adopted or passed.

#### **17.2 Borrowing**

The Directors have the power to raise or borrow any sum of money and to secure the payment or repayment of such money and any other obligation or liability of the Company in such manner and on such terms as they think fit. This includes:

- (a) upon the security of any mortgage; or

- (b) by the issue of debentures or debenture stock of the Company charged upon all or any of the property of the Company (both present and future) including its goodwill and undertaking for the time being; or
- (c) upon bills of exchange, promissory notes or other obligations or otherwise.

### **17.3 Execution of negotiable instruments**

All cheques, promissory notes, drafts, bills of exchange and other negotiable instruments and all receipts for money paid to the Company may be signed, drawn, accepted, endorsed or otherwise executed as the case may be, in such manner as the Directors at any time determine.

### **17.4 Official Seal**

The Company does not have a Company seal.

### **17.5 Appointment of attorney**

The Directors may at any time, by power of attorney, appoint any person or persons to be the attorney or attorneys of the Company for such purposes and with such powers, authorities and discretions (not exceeding those vested in or exercisable by the Directors under this Constitution) and for such period and subject to such conditions as they may think fit. Any such powers of attorney may:

- (a) contain such provisions for the protection and convenience of persons dealing with any such attorney as the Directors may think fit; and
- (b) authorise any such attorney to delegate all or any of the powers authorities and discretions vested in the attorney.

### **17.6 Delegation**

The Directors may at any time confer upon any Director, or such other person as they may select, such of the powers exercisable under the Constitution by the Directors for such time as they may think fit and to be exercised for such objects and purposes and upon such terms and with such restrictions as they think expedient. They may confer such powers whether collaterally with, or to the exclusion of and in substitution for, all or any of the powers of the Directors in that respect. They may at any time revoke, withdraw, alter or vary all or any of such powers.

### **17.7 Policies and other pronouncements**

The Directors may at any time make, vary, amend, enlarge, revoke and repeal policies, pronouncements and codes ancillary to but not inconsistent with this Constitution to govern the procedures and activities of the Company, including:

- (a) the standards and behaviours required of Directors;
- (b) the regulation of the conduct of Directors, including the investigation of the conduct of Directors;
- (c) the handling of complaints by Members or Directors; and
- (d) all matters incidental to, or in which are in the general power of, the Directors.

### **17.8 Validity of acts**

Despite anything contained in this Constitution, if it is found that some formality required by this Constitution to be done has been inadvertently omitted or has not been carried out, such omission or failure does not invalidate any resolution, act, matter or thing which but for such omission or failure would have been valid.

## **18. Committees**

---

### **18.1 Delegation to committee**

The Directors may:

- (a) delegate any of their powers to committees consisting of such one or more persons, whether Directors or not, as they think fit; and
- (b) establish advisory committees (or other committees not having delegated power of Directors) consisting of such person or persons as they think fit.

### **18.2 Committee powers**

Any committee so formed or person or persons so appointed must, in the exercise of the powers so delegated, or functions entrusted, conform to any regulations that may at any time be imposed by the Directors.

### **18.3 Committee meetings**

The meetings and proceedings of any committee consisting of two (2) or more persons are governed by the provisions in this Constitution for regulating the meetings and proceedings of the Directors so far as those provisions are applicable and not affected by any resolution or regulation made by the Directors under the preceding rule.

### **18.4 Committee Members as officers**

Each person appointed to a committee under clause 18.1(a), if not otherwise an officer of the Company, is, when exercising the powers so delegated or functions entrusted, an officer of the Company.

## **19. Minutes**

---

If any minutes of a General Meeting or of the Directors are signed by any person purporting to be either the Chair of such meeting, or the Chair of the next succeeding meeting, those minutes must be received in evidence without any further proof that the matters and things recorded by or appearing in such minutes actually took place or happened at a meeting duly called and held.

## **20. Accounts**

---

The Company must keep proper books of account (which may include computer records) of the Company at its registered office and entries made of all such matters,

transactions and things which are usually entered in books of accounts kept by entities engaged in concerns of a similar nature.

## **21. Amendment to the Constitution**

---

Notwithstanding any other provision in this Constitution, this Constitution may only be amended, varied and/or replaced by a unanimous decision of Members.

## **22. Notices**

---

### **22.1 Service of notices**

Where this Constitution, the Law or other legislation require or permit a document to be served on, given, sent or dispatched to, any person, whether any such expression or any other expression is used (in this rule referred to as **served**), the document may be served on the person:

- (a) by delivering it to the person personally; and
- (b) by dispatching it, whether by post, contractor, agent, electronic means or otherwise, to:
  - (i) the address of the place of residence; or
  - (ii) the business address of the person last known to the person serving the document; or
  - (iii) in the case of a Member, the address of the Member entered in the Register,

and the document, by such dispatch, is regarded as left at that address.

### **22.2 Date of deemed service**

A document served under clause 22.1 is treated as having been duly served, regardless of whether it is actually received where clause 22.1(b) applies - on the day following the day when dispatch occurred.

### **22.3 Counting of days**

Subject to the Law, where a specified number of days' notice or notice extending over any period is required to be given, both the day of service and the day upon which such notice will expire are included in such number of days or other period.

### **22.4 Service on Company or its officers**

Every document required to be served upon the Company or upon any officer of the Company may be served by leaving it at the Registered Office.

### **22.5 Signature**

The signature to any document to be given by the Company may be written, printed or stamped.

## 23. Indemnity

---

### 23.1 Indemnity for officers

To the extent that the law allows it, each Officer of the Company and each Officer of a related body corporate of the Company, must be indemnified by the Company against any liability incurred by that person in that capacity.

### 23.2 Insurance premiums

The Company may at any time pay premiums in respect of a contract insuring a person (whether with others or not) who is an Officer of the Company against a liability incurred by the person as such an Officer, or as an officer of a related body corporate. The liability insured against may not include that which the law prohibits. Any such premium in relation to a Director is in addition to, and not regarded as part of, any remuneration approved by Members under this Constitution.

## 24. Definitions and interpretation

---

### 24.1 Definitions

In the construction of this Constitution, unless the contrary intention appears:

**Appointing Entity** has the meaning given in clause 14.2(a);

**APS** means The Australian Psychological Society Limited;

**Board** means the Board of Directors of the Company from time to time;

**Chair** means the Chair of the Board appointed at clause 15 from time to time;

**Chief Executive Officer** means the chief executive officer of the Company appointed under clause 15.4;

**Community Director** means a person appointed by an Appointing Entity as a Director under clause 14.2(a)(ii), provided that such person meets the requirements in clause 14.2(b) and has not at any time:

- (a) met the eligibility requirements for “General registration” under section 52 of the National Law; or
- (b) been an academic who has expertise in psychology;

**Company** means Australian Psychology Accreditation Council Limited;

**Constitution** means this constitution;

**Corporate Representative** means a natural person appointed by a Member which is a body corporate to be that body’s representative at specified General Meetings;

**Deputy Chair** means a Deputy Chair appointed under clause 15;

**Directors** means the Directors of the Company in office for the time being, or a quorum of the Directors present at a Board meeting;

**Eligible Alternate Directors** means only those alternate Directors who an appointor has notified the Company in writing must receive, either generally or in particular circumstances, notification of the meetings of Directors and/or the Members;

**General Meeting** means a meeting of Members duly called and constituted in accordance with this Constitution and any adjourned holding of it;

**HODSPA** means the Heads of Departments and Schools of Psychology Association, incorporated as HODSPA Incorporated, Registration No. 149432495 (NSW);

**Law** means the *Corporations Act* 2001 as amended from time to time, as it applies to the Company for the time being;

**Member** means any person entered in the Register as a member for the time being of the Company;

**Membership** means membership of the Company;

**National Law** means the Health Practitioner Regulation National Law Act as in force in each state and territory;

**National Registration and Accreditation Scheme** means the scheme as defined in the National Law;

**Objects of the Company** means the objects set out in clause 3.1;

**Officer** is defined in section 82A of the Law;

**Ordinary Resolution** means a resolution of a General Meeting where more than one half of the total votes cast on the resolution are in favour of the resolution;

**Psychology Board of Australia** means the body established under the National Registration and Accreditation Scheme to oversee the registration of psychologists in Australia.

**PsyBA Member** means the individual appointed by the Psychology Board of Australia as a Member to the Company from time to time in accordance with clause 9;

**Psychology Director** means a person appointed by an Appointing Entity as a Director under clause 14.2(a)(i), provided that such person either meets the eligibility requirements for "General registration" under section 52 of the National Law, or is an academic who has expertise in psychology;

**Register** means the Register of Members of the Company kept under the Law and includes any branch Register;

**Registered Office** means the Registered Office for the time being of the Company;

**Remuneration** includes, without limitation, salaries, wages, commissions, fees, rewards, allowances, bonuses, incentive schemes or profit sharing schemes;

**Seal** means the common seal of the Company and includes any official seal of the Company;

**Secretary** means the Company secretary appointed under clause 15.5; and

**Special Resolution** means a resolution of a General Meeting where at least 75% of the votes cast on the resolution are in favour of the resolution and of which notice as set out in section 249L(c) of the Law has been given.

## 24.2 Interpretation

In the construction of this Constitution:

- (a) headings are disregarded;
- (b) words importing persons include partnerships, associations, corporations, companies unincorporated and incorporated whether by Act of Parliament or otherwise, as well as individuals;
- (c) singular includes plural and vice versa and words importing any gender include all other genders;
- (d) except for the definitions in the preceding rule, an expression has, in a provision of this Constitution that deals with a matter dealt with by a particular provision of the Law, the same meaning as in that provision of the Law; and
- (e) all references to statutory provisions are construed as references to any statutory modification or re-enactment for the time being in force.

## 24.3 Replaceable Rules

The operation of each of the sub-sections of the Law which are defined as replaceable rules are displaced by this Constitution and do not apply to the Company.

